PRIVATE AND CONFIDENTIAL

CONFIDENTIAL OFFERING MEMORANDUM

No. _____

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

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

Continuous Offering **August 1, 2021**

Kiwi Business Credit Fund L.P.

Class A, Class B, Class E, Class F, Class G, Class I and Class J limited partnership units (collectively, the "Units") of Kiwi Business Credit Fund L.P. (the "Partnership") are being offered on a private placement basis pursuant to exemptions from the prospectus and, where applicable, the registration requirements under applicable securities legislation. Units are being offered on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a minimum initial subscription amount of $150,000 and who are qualified investors. KiWi Genpar II Incorporated (the "General Partner") may, in its sole discretion, accept subscriptions for lesser amounts provided such subscribers are "accredited investors" under applicable securities legislation. Units will be offered at the net asset value ("Net Asset Value") per Unit for the applicable class determined in accordance with the limited partnership agreement of the Partnership dated as of [date] (the "Limited Partnership Agreement"), copies of which are attached to this Offering Memorandum (as Appendix 1), as at the relevant Valuation Date (as hereinafter defined). Units are only transferable with the consent of the General Partner and in accordance with applicable securities legislation.

The Units offered hereby are distributed exclusively by the Partnership by way of a private placement. Units are subject to restrictions on resale under applicable securities legislation, unless a further statutory exemption may be relied upon by the investor or an appropriate discretionary order is obtained from the appropriate securities regulatory authorities pursuant to applicable securities legislation. As there is no market for the Units, it may be difficult or even impossible for a subscriber to sell Units other than by way of a redemption of their Units on a Valuation Date. Redemptions may occur monthly in accordance with

the Limited Partnership Agreement, unless the General Partner, in its discretion, designates otherwise. Units held by limited partners of the Partnership may be redeemed at their Net Asset Value per Unit for the applicable class (determined in accordance with the Limited Partnership Agreement) at the close of business on the last business day of any month (a "Valuation Date"), provided the request for redemption is submitted at least 60 days prior to such Valuation Date. Redemption requests are subject to acceptance by the General Partner and subject to certain restrictions, the General Partner intends to permit such redemptions in circumstances where it would not be prejudicial to the Partnership to do so. Investors should carefully review the risk factors outlined in this Offering Memorandum. Investors are urged to consult with their own independent professional advisors prior to signing the subscription form for the Units and to carefully review the Limited Partnership Agreement attached to this Offering Memorandum. Investors relying on this Offering Memorandum must comply with all applicable securities legislation with respect to the acquisition or disposition of Units.

Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Limited Partnership Agreement.

Contents

Summary

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

The Partnership:	Kiwi Business Credit Fund L.P (the "Partnership") is a limited partnership formed and organized under the laws of the Province of Ontario. See "The Partnership"
The General Partner:	KiWi Genpar II Incorporated (the "General Partner") is the general partner of the Partnership. The General Partner is a corporation incorporated under the laws of the Province of Ontario. The day-to-day business and affairs of the Partnership are managed by the General Partner pursuant to the provisions of the limited partnership agreement dated as of [date] (the "Limited Partnership Agreement"), as the same may be further amended, restated or supplemented from time to time. See "The General Partner".
The Manager:	The General Partner has retained Kilgour Williams Capital Incorporated (in such capacity, the "Manager") to carry out certain management and administrative functions for the Partnership, as the manager of the Partnership. The Manager is a corporation incorporated September 7, 2012 and organized under the laws of the Province of Ontario. The General Partner may, in its discretion, terminate and replace the Manager where it deems it to be in the best interests of the Partnership. See "The Manager".
Investment Objective:	The investment objective of the Partnership is to achieve superior risk-adjusted returns and regular income with minimal volatility and low correlation to any other asset class, primarily by originating and investing in Marketplace Loans ('MPL') and opportunistic credit investments.
Investment Strategy:	In general, the investment strategy of the Partnership will be to provide exposure to private credit investments that are otherwise difficult for Canadian investors to access. **At all times, the investment strategy will conform to the Investment Policies Statement that will be agreed and periodically revised subject to a vote of the Limited Partners.** The Partnership may invest in opportunities in the private lending market through Lending Platforms. The Partnership may invest directly, or indirectly through special purpose vehicles ("**SPVs**"), in small and medium enterprise ("**SME**") loans, advances against corporate trade receivables and/or purchases of corporate trade receivables originated by Lending Platforms. Such investments may include unsecured loans. Sub-prime loans will be excluded from the Portfolio; all loan guarantors will be 'prime' rated based on a minimum FICO score of 640.

	The Partnership may also make opportunistic credit investments. These may include circumstances where market dislocations have created opportunity for high risk-adjusted returns, such as market over-corrections, complex securities or restructurings, illiquid securities or markets, junior pieces of structured transactions, and/or portfolio liquidations. The Partnership will be an advantaged buyer in these situations due to its access to deal flow, the technical expertise of the Manager to analyse the risks, and by having access to liquidity to capitalize on the opportunity. The Partnership will execute the investment strategy through the insight and experience of the Manager. The Partnership may, but is not obliged to, make some or all of its investments through one or more intermediary vehicles. See "Investment Objective and Strategy", "Investment Guidelines" and "Investment Restrictions".
Use of Leverage:	The Partnership may borrow permanently (either directly or at the level of any intermediary vehicle) and for investment purposes, to meet funding commitments in underlying investments, for working capital purposes, and to meet redemption requests of Limited Partners, and secure these borrowings with liens or other security interests in its assets (or the assets of any of its intermediary vehicles provided that the Partnership may not, at any point in time, incur a level of borrowing (including any short-term borrowings) in excess of 50% of the Net Asset Value of the Units (determined in accordance with the Limited Partnership Agreement). Subject to the foregoing restriction on the use of leverage, the Partnership may obtain letters of credit/financial guarantees instead of cash borrowings.
Offering:	A continuous offering of Class A Units, Class B Units, Class E Units, Class F Units, Class G Units, Class I Units and Class J Units of the Partnership (collectively, the "Units"). There need not be any correlation between the number of Class A Units, Class B Units, Class E Units, Class F Units, Class G Units, Class I Units and Class J Units sold hereunder. The four classes of Units differ in respect of investor eligibility criteria, fee structures and administrative expenses associated with each class. See "Details of the Offering". Each Unit represents an undivided interest in the Partnership. The Partnership is authorized to issue an unlimited number of classes and/or series of Units and an unlimited number of Units in each such class or series. The Partnership may issue fractional Units so that subscription funds may be fully invested. Each Unit of a particular class has equal rights to each other Unit of the same class with respect to all matters, including voting, receipt of allocations and distributions from the Partnership, liquidation and other events in connection with the Partnership. See "The Limited Partnership Agreement - Units".
Personal Investment Capital:	Certain directors, officers and employees of the Manager or affiliated entities may purchase and hold Class E Units from time to time. See "Interest of Management and Others in Material Transactions".

Valuation Date:	The net asset value ("Net Asset Value") of the Partnership and the Net Asset Value per Unit of each class will be calculated on the last business day (that is, the last day on which the Toronto Stock Exchange is open for trading) of each month and such other business day or days as the General Partner may in its discretion designate (each, a "Valuation Date").
Price:	Units will be offered at a price equal to the Net Asset Value per Unit for the applicable class of Units on each Valuation Date (determined in accordance with the Limited Partnership Agreement). Units may be purchased as at the close of business on a Valuation Date if a duly completed subscription form and the required payment are delivered to the General Partner no later than 4:00 p.m. (Toronto time) on such Valuation Date. See "Details of the Offering".
Minimum Initial Subscription:	Units are being offered to investors resident in Ontario and such other provinces and territories in Canada as the General Partner may determine from time to time (the "Offering Jurisdictions") pursuant to exemptions from the prospectus requirements under section 2.3 (accredited investor exemption) under National Instrument 45-106 - *Prospectus Exemptions* ("NI 45-106") and, where applicable, the registration requirements under National Instrument 31-103 - *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("NI 31-103"). Units are being offered by the Partnership on a continuous basis to an unlimited number of eligible subscribers who are qualified investors by virtue of satisfying the criteria for an "accredited investor" under NI 45-106. The minimum initial subscription amount for persons purchasing as principal is $150,000. This minimum amount is net of any sales commissions paid by a subscriber to their registered dealer. At the sole discretion of the General Partner, subscriptions may be accepted for lesser amounts. See "Details of the Offering" and "Subscription Procedure". Subscriptions shall be made pursuant to the form of subscription and power of attorney accompanying this Offering Memorandum, and all subscriptions for Units are subject to acceptance or rejection in whole or in part by the General Partner in its sole discretion. No subscription for Units will be accepted from a purchaser unless the General Partner is satisfied that the subscription is in compliance with the requirements of applicable securities legislation and the Limited Partnership Agreement. In particular, no subscription will be accepted from a non-resident of Canada or a non-Canadian partnership. Subscribers whose subscriptions have been accepted by the General Partner will become limited partners of the Partnership. Holders of Units are hereinafter referred to as "Limited Partners". **Class A Units** will be issued to qualified purchasers. **Class B Units** will be issued to qualified purchasers.

Class E Units will be issued to qualified purchasers who are directors, officers and employees of the Manager and their respective affiliates and associates. Class E units may also be issued to other investment funds managed by the Manager in order to avoid duplication of fees.

Class F Units will be issued to: (i) purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Partnership does not incur distribution costs; and (iii) qualified individual purchasers in the General Partner's sole discretion. If a Limited Partner ceases to be eligible to hold Class F Units, the General Partner may, in its sole discretion, exchange such Limited Partner's Class F Units for Class A Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class F Units.

Class G Units will be issued to: (i) purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Partnership does not incur distribution costs; and (iii) qualified individual purchasers in the General Partner's sole discretion. If a Limited Partner ceases to be eligible to hold Class F Units, the General Partner may, in its sole discretion, exchange such Limited Partner's Class G Units for Class B Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class G Units.

Class I Units will be issued to institutional investors at the discretion of the General Partner. If a Limited Partner ceases to be eligible to hold Class I Units, the General Partner may, in its discretion, exchange such Limited Partner's Class I Units for Class A Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class I Units.

Class J Units will be issued to institutional investors at the discretion of the General Partner. If a Limited Partner ceases to be eligible to hold Class J Units, the General Partner may, in its discretion, exchange such Limited Partner's Class J Units for Class B Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class J Units.

Subject to the consent of the General Partner, Limited Partners may exchange or switch all or part of their investment in the Partnership from one class of Units to another class if the Limited Partner is eligible to purchase that class of Units. The timing and processing rules applicable to purchases and redemptions of Units also applies to exchanges or switches between classes of Units. See "Details of the Offering" and "Redemption of

Units". Upon an exchange or switch from one class of Units to another class, the number of Units held by the Limited Partner will change since each class of Units has a different Net Asset Value per Unit.

Generally, exchanges between classes of Units or conversions from one class of Units to another will not be dispositions for tax purposes. However, Limited Partners should consult with their own tax advisors regarding any tax implications of exchanging or converting classes of Units.

Units will not be offered to nor will subscriptions for Units be accepted from: (a) persons who are "non-Canadians" within the meaning of the Investment Canada Act (Canada); (b) "non-residents" of Canada, "tax shelters", "tax shelter investments" or persons or entities an investment in which would be a "tax shelter investment" within the meaning of the Income Tax Act (Canada) (the "Tax Act"); (c) "financial institutions" within the meaning of Section 142.2 of the Tax Act; or (d) a partnership which does not contain a prohibition against investment by persons or entities referred to in the foregoing paragraphs (a), (b) and (c). In the event that any Limited Partner subsequently becomes a "non-Canadian", a "non-resident" of Canada, a "tax shelter", a "tax shelter investment", a person or an entity an investment in which would be a "tax shelter investment", a "financial institution" or a partnership with any of the foregoing as a member or the Limited Partner's interest in the Partnership subsequently becomes a "tax shelter investment", such Limited Partner is required to immediately notify the General Partner in writing of such change in status and such Limited Partner's Units will be sold or redeemed by the Partnership and such Limited Partner will be deemed to have ceased to be a Limited Partner immediately prior to the date of such change in status.

By executing a subscription form for Units in the form prescribed by the Limited Partnership Agreement, each subscriber is making certain representations, and the General Partner and the Partnership are entitled to rely on such representations to establish the availability of exemptions from the prospectus and registration requirements described under NI 45-106 and NI 31-103. In addition, the subscriber is also acknowledging in the subscription form that the investment portfolio and investment procedures of the Partnership are proprietary in nature and agrees that all information relating to such investment portfolio and investment procedures will be kept confidential by such subscriber and will not be disclosed to third parties (excluding the subscriber's professional advisors) without the prior written consent of the General Partner. See "Subscription Procedure".

Additional Subscriptions: Following the required initial minimum investment in the Partnership by an investor, such investor may make additional investments of not less than an aggregate amount of $25,000 provided that, at the time of the subscription for additional Units, that investor is an "accredited investor" as defined under NI 45-106. The General Partner may, in its sole discretion, from time to time permit additional investments of lesser amounts. Limited Partners

subscribing for additional Units must complete the additional subscription form. See "Additional Subscriptions".

Management Fees:

As compensation for providing management and administrative services to the Partnership, the Manager receives a monthly management fee (the "Management Fee") from the Partnership attributable to Class A Units, Class F Units and Class I Units. Each class of Units is responsible for the Management Fee attributable to that class.

Class A and Class B Units:

The Partnership pays the Manager a monthly Management Fee equal to 1/12 of 2.0% of the Net Asset Value of the Class A Units (determined in accordance with the Limited Partnership Agreement), plus any applicable federal and provincial taxes, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class A Units as at the last business day of each month.

Class E Units:

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

Class F and Class G Units:

The Partnership pays the Manager a monthly Management Fee equal to 1/12 of 1.5% of the Net Asset Value of the Class F Units (determined in accordance with the Limited Partnership Agreement), plus any applicable federal and provincial taxes, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class F Units as at the last business day of each month.

Class I and Class J Units:

Subject to the discretion of the General Partner, investors who purchase Class I or Class J Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the investor which is payable by the investor directly to the Manager; or (ii) enter into an agreement with the Partnership which identifies the monthly Management Fee negotiated with the investor which is payable by the Partnership to the Manager. In each circumstance, the monthly Management Fee, plus any applicable federal and provincial taxes, is calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class I Units or Class J Units as at the last business day of each month**.**

Allocation of Net Profits or Net Losses:

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 on each Valuation Date to Limited Partners in proportion to the number of Units held by each of them as at such Valuation Date, subject to adjustment to reflect subscriptions and redemptions of Units made during the fiscal period, as described below.

Pursuant to the terms of the Limited Partnership Agreement, the General Partner will be entitled to receive an incentive allocation (the "Incentive Allocation") to be reallocated to the General Partner as of each Valuation Date on the basis described below and paid to the General Partner on an annual basis. See "Distributions and Computation and Allocation of Net Profits or Net Losses".

Hurdle Rate: The Hurdle Rate for the determination of Incentive Allocation will be the [hurdlerate] as at the first Business Day immediately following each Valuation Date, as published or otherwise described on the website of the Bank of Canada.

Incentive Allocation: If, on a Valuation Date, the Net Profits of the Partnership that have been allocated to the Limited Partners on such Valuation Date exceed the sum of all prior Net Losses so allocated to the Limited Partners by an amount which is greater than the Hurdle Rate on an annualized basis that have not already been offset by Net Profits, then 15% of such Net Profits in excess of the Hurdle Rate during the fiscal period such Net Losses shall be reallocated to the General Partner as the Incentive Allocation on such Valuation Date. For greater clarity, Incentive Allocation for any period shall be calculated as the product of: (i) the Net Profits of the Partnership that have been allocated to the Limited Partners on such Valuation Date; (ii) the difference between the percentage change in Net Asset Value per Unit since the prior Valuation Date and the Hurdle Rate as at the prior Valuation Date; and (iii) 15%.

The Incentive Allocation will be calculated and accrued monthly and paid annually to the General Partner, at the end of each Fiscal Year.

Sales Commission: No sales commission is payable to the General Partner or the Manager in respect of Units purchased directly by a subscriber. However, registered dealers may, at their discretion, charge purchasers a front-end sales commission based on the Net Asset Value of the Units purchased by the subscriber. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be payable directly by the purchaser to their dealer. See "The Manager".

Service Commission: The Manager pays a monthly service commission to participating registered dealers equal to 1/12th of 0.50% of the Net Asset Value of the Class A Units and Class B Units sold by such dealers then outstanding. Payments are calculated and paid monthly to registered dealers from the Management Fees the Manager receives from the Partnership. Notwithstanding the foregoing, the Manager, in its sole discretion, reserves the right to change the frequency of payment to registered dealers of the service commission to a quarterly or annual basis. See "The Manager".

Operating Expenses: The Partnership is also responsible for its own operating expenses. Operating expenses including, among others, legal, audit, custodial and safekeeping fees; consulting and other professional fees relating to particular investments of the Partnership; third-party investment due diligence and monitoring expenses; reasonable due diligence-related travel expenses; third-party valuation and audit expenses; third-party research-related expenses (e.g., news, research, quotation and analytical-related equipment, software and services such as Bloomberg, Capital IQ and Moodys Analytics); all expenses associated with the underwriting, servicing, collection and liquidation of investments of the Partnership; distribution expenses; taxes; brokerage commissions; interest; operating and administrative costs; investor servicing costs; and the costs of reports to the Limited Partners. Each class of Units is responsible for the operating expenses that relate specifically to that class and for its proportionate share of the common expenses of the Partnership that relate to all classes of Units. See "The General Partner".

Redemption: An investment in Units is intended to be a long-term investment. However, Limited Partners may request that such Units be redeemed at their Net Asset Value per Unit for the applicable class (determined in accordance with the Limited Partnership Agreement) on any Valuation Date, provided the request for redemption is submitted at least 60 days prior to such Valuation Date. The General Partner has the sole discretion to accept or reject redemption requests and intends to accept redemption requests in circumstances where it would not be prejudicial to the Partnership. See "Redemption of Units".

The General Partner reserves the right to hold back up to 20% of the aggregate redemption amount payable to a Limited Partner in order to provide an orderly disposition of assets.

Any Limited Partner whose total combined investment in all classes of Units in the Partnership represents 20% or greater of the Net Asset Value of the Partnership, when measured at market value, is restricted from filing a redemption request which exceeds 20% of the Net Asset Value of the Partnership, when measured at market value.

If on any Valuation Date the General Partner has received from one or more Limited Partners requests to redeem outstanding Units representing ten (10%) percent of the Net Asset Value of the Units, or Class of Units (as the case may be) outstanding from time to time, payment of the redemption amount to such Limited Partners may be deferred until the next month-end. Such deferral may take place if, in the sole judgement of the General Partner, extra time is warranted to facilitate the orderly liquidation of portfolio security positions to meet such redemption requests. The redemption amount payable to Limited Partners will be adjusted by changes in the Net Asset Value of the Partnership during this period and calculated on each Valuation Date in respect of the payment to be made on such date.

	The General Partner may suspend redemption rights of Limited Partners for any period when normal trading is suspended on any stock exchange, options exchange or futures exchange on which securities or derivatives owned by the Partnership directly or indirectly are traded which, in the aggregate, represent more than 50% of the Net Asset Value (or underlying market exposure) of the Partnership. The Net Asset Value (and Net Asset Value per Unit) for the applicable class of Units determined for the purposes of a subscription or redemption of Units which takes place other than at the Partnership's fiscal year-end will reflect a reduction to take into account the General Partner's share of Net Profits (as such term is defined in the Limited Partnership Agreement) based on the annualized returns of the Partnership (realized and unrealized) from the date of commencement of the fiscal year to the date of the issuance or redemption of the Units.
Risk Factors and Conflicts of Interest:	The Partnership is subject to various risk factors and conflicts of interest. An investment in the Partnership may be deemed speculative and is not intended as a complete investment program. A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Partnership. Investors should review closely the investment objective, strategies and restrictions to be utilized by the Partnership as outlined herein to familiarize themselves with the risks associated with an investment in the Partnership. Investment in the Partnership is also subject to certain other risks. These risk factors and the Code of Ethics to be followed to address conflicts of interest are described under "Risk Factors" and "Conflicts of Interest".
Canadian Federal Income Tax Considerations:	Each Limited Partner will generally be required to include, in computing income or loss for tax purposes for a taxation year, the Limited Partner's share of the income or loss allocated to such Limited Partner for each fiscal year of the Partnership ending in or coinciding with the Limited Partner's taxation year, whether or not the Limited Partner has received a distribution from the Partnership. Income and loss of the Partnership for tax purposes will be allocated in accordance with the provisions of the Limited Partnership Agreement. See "Canadian Federal Income Tax Considerations".
Non-Eligibility for Investment by Deferred Income Plans:	Units are not "qualified investments" under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans or tax-free savings accounts. See "Canadian Federal Income Tax Considerations – Non-Eligibility for Investment by Deferred Income Plans".
Currency and Hedging:	Class A, Class E, Class F and Class I units will be denominated in US dollars to reflect the currency of the Fund's assets. Class B, Class G, and Class J units

	will be denominated in Canadian dollars and will be hedged. Each class will directly bear its respective hedging costs.
Year-End:	December 31
Auditors	KPMG
Legal Counsel	McMillan Binch
Administrator	Opus Fund Services (Bermuda) Ltd.
Unitholder Recordkeeping	SGGG Fund Services Inc.
Custodian:	Millennium Trust Company

The Partnership

The Partnership is a limited partnership formed and organized under the laws of the Province of Ontario pursuant to the *Limited Partnerships Act* (Ontario) by the filing and recording of a declaration on [date]. The day-to-day business and affairs of the Partnership is managed by the General Partner pursuant to the provisions of the Limited Partnership Agreement, a copy of which is attached hereto as Appendix 1. The offices of the General Partner are located at Suite 400, 49 Front Street East, Toronto Ontario M5E 1B3. The capital of the Partnership is divided into an unlimited number of Units issuable in one or more classes and/or series of Units. The Partnership currently offers seven classes of Units: Class A Units, Class B Units, Class E Units, Class F Units, Class G Units, Class I Units and Class J Units. Additional classes and/or series of Units may be offered in the future. Net Profits or Net Losses of the Partnership will be allocated as set forth under "The General Partner" and "Distributions and Computation and Allocation of Net Profits or Net Losses". Subscribers whose subscriptions for Units have been accepted by the General Partner will become Limited Partners of the Partnership.

The General Partner

KiWi Genpar II Incorporated, a corporation incorporated under the laws of the Province of Ontario on March 2, 2015, was formed for the purpose of acting as the General Partner of the Partnership. The General Partner is wholly owned by the Manager. The General Partner may act as a general partner of other limited partnerships.

The General Partner is responsible for the management and control of the business and affairs of the Partnership on a day-to-day basis in accordance with the terms of the Limited Partnership Agreement, but has engaged the Manager to carry out certain management and administrative functions for the Partnership. See "The Manager".

Directors and Officers of the General Partner

The name, position with the General Partner, and the principal occupation of the directors and officers of the General Partner are as follows:

Name	**Position with the General Partner**	**Principal Occupation**
Colin Kilgour	Director and President	President, Kilgour Williams Capital Incorporated ("KWC")
Daniel Williams	Director and Secretary/Treasurer	Chief Investment Officer, KWC

For a description of the professional experience of the directors and officers of the General Partner see "The Manager – Directors and Officers of the Manager".

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 on each

Valuation Date to Limited Partners in proportion to the number of Units held by each of them as at such Valuation Date, subject to adjustment to reflect subscriptions and redemptions of Units made during the fiscal period, as described below.

Pursuant to the terms of the Limited Partnership Agreement, the General Partner will be entitled to receive an Incentive Allocation to be reallocated to the General Partner as of each Valuation Date on the basis described below and paid to the General Partner on an annual basis.

The Partnership is responsible for its own operating expenses. Operating expenses include, among others, legal, audit, custodial and safekeeping fees; consulting and other professional fees relating to particular investments of the Partnership; third-party investment due diligence and monitoring expenses; reasonable due diligence-related travel expenses; third-party valuation and audit expenses; third-party research related expenses (e.g., news, research, quotation and analytical-related equipment, software and services such as Bloomberg, Capital IQ and Moodys Analytics); all expenses associated with the underwriting, servicing, collection and liquidation of investments of the Partnership; distribution expenses; taxes; brokerage commissions; interest; operating and administrative costs; investor servicing costs; and the costs of reports to the Limited Partners. Each class of Units is responsible for the operating expenses that relate specifically to that class and for its proportionate share of the common expenses of the Partnership that relate to all classes of Units. See "The Limited Partnership Agreement".

The Manager

General

KWC is the Manager of the Partnership. The Manager is a corporation formed and organized under the laws of the Province of Ontario pursuant to the *Business Corporations Act* (Ontario) by articles of incorporation dated September 7, 2012.

The Manager may establish and manage other investment funds from time to time.

The Manager's and General Partner's principal office is located at 49 Front Street East, Suite 400, Toronto, ON, Canada M5E 1B3. The Manager may also be contacted by telephone at 647 977-5803 or by e-mail to info@kilgourwilliams.com.

Management Agreement

Pursuant to a management agreement dated as of [date] (the "Management Agreement"), as may be amended from time to time, the General Partner retained the Manager to carry out certain management and administrative functions for the Partnership. The Manager may from time to time employ or retain any other person or entity to manage on behalf of the Manager or to assist the Manager in managing or providing administrative and investment advisory services to all or any portion of the assets of the Partnership and in performing other duties of the Manager as set out in the Management Agreement. The Manager may delegate certain of its duties and powers to the Custodian in its capacity as the custodian of the Partnership. See "The Custodian."

The Manager will exercise the powers granted and discharge its duties pursuant to the Management Agreement honestly, in good faith and in the best interests of the Partnership and, in connection

therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent professional manager would exercise in comparable circumstances. However, the Manager does not in any way guarantee the performance of the assets of the Partnership and will not be responsible for any loss in respect of the assets of the Partnership, except where such loss arises out of acts or omissions of the Manager done or suffered in breach of its standard of care or through the Manager's own negligence, wilful misconduct, wilful neglect, default, bad faith or dishonesty or a material failure in complying with applicable laws or the provisions set forth in the Management Agreement.

The Management Agreement provides that the Manager will not be liable to the Partnership, the General Partner or any Limited Partner for any loss suffered by the Partnership, the General Partner or any Limited Partner, as the case may be, which arises out of any action or inaction of the Manager if such course of conduct did not constitute negligence or misconduct of the Manager and if the Manager in good faith determined that such course of conduct was in the best interests of the Partnership. The Management Agreement also provides that the Manager and its partners, officers, employees and agents are entitled to indemnification out of the assets of the Partnership against expenses (including legal fees, judgments and amounts paid in settlement, provided that the General Partner has approved such settlement) actually and reasonably incurred by such party in connection with the Partnership, provided such expenses were not the result of any action or inaction of such party that constituted negligence or misconduct of such party and such action or inaction was done in good faith and in a manner which such party reasonably believed to be in the best interests of the Partnership.

The Management Agreement provides for a continuing term with no provision for an expiry date and may be terminated by either party giving to the other not less than 90 days' prior notice in writing. The General Partner may, in its sole discretion, terminate and replace the Manager where it deems it to be in the best interests of the Partnership, subject to the approval of securities regulators where required under applicable securities legislation.

Directors and Officers of the Manager

The name, and position with the Manager and the principal occupation of the directors and senior officers of the Manager are as follows:

Name	**Position with the Manager**	**Principal Occupation**
Colin Kilgour	Director and President	President, KWC
Daniel Williams	Director and Chief Investment Officer	Chief Investment Officer, KWC

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

Colin Kilgour has been a leader in the Canadian credit market on a full-time and continuous basis for over 18 years.

Colin co-founded Efficient Capital Corporation ('ECC') in 2001. ECC provided securitization-based accounts receivable financing to corporations and funded that credit through a commercial paper conduit which ECC administered. As co-founder and CEO, Colin led ECC's origination efforts: pitching clients; conducting due diligence; structuring deals; and closing transactions. ECC was sold in 2006 and the ECC conduit was one of the very few non-bank ABCP issuers that was not affected by the market disruption in 2007.

After selling ECC, Colin partnered with Connor, Clark & Lunn to establish a structured credit based ABCP conduit. This conduit was ready to launch in the summer of 2007 – with an S&P rating and 'global style liquidity' – but was not initiated due to the market disruption in August 2007. The result was that Colin was perhaps the only truly independent and untarnished expert available to provide advice to the affected investors during the Montreal Accord Restructuring process. At the end of 2007 and subsequent to the ABCP disruption, Colin founded Kilgour Williams Group ('KWG') and has been engaged in education, risk assessment, litigation support, valuation, and asset management of this asset class since.

Colin is a nationally recognized expert in structured credit. He speaks regularly on the securitization and ABCP markets and is frequently sought out by the financial print and broadcast media. Prior to 2001, Colin worked for 10 years as a management consultant principally serving global financial institutions in Canada, the United States, and the United Kingdom. He has a Computer Science degree from the University of Manitoba and an MBA from Ivey Business School.

Daniel Williams has over 15 years of leadership experience in Canadian corporate credit.

Dan joined KWG as a partner in May 09, providing structured credit advisory and management to the firm's clients.

Prior to joining KWG, Dan was the Chief Investment Officer of Dundee Bank of Canada. There, he constructed and managed a portfolio of structured credit investments, specifically slices of portfolios of middle market loans. Dan served on the bank's Investment Committee, Asset/Liability Committee, and as an active member of the senior executive team. Dundee Bank was newly formed and began operation in 2006 and grew in one year to $2.5 Billion of assets prior to being sold to ScotiaBank.

From 2001 to 2006, he was the Head of Credit Portfolio Management for National Bank of Canada. He managed the bank's $4 billion portfolio of corporate loans and was responsible for maximizing the risk-adjusted return on the portfolio. Dan established the bank's centralized Credit Portfolio Management function and sat on the Deals Committee, which reviewed and adjudicated every corporate loan. New measurements of bank-wide loan value were introduced that enabled efficient capital allocation decisions. Advanced portfolio-level risk models were implemented to identify industry and geographic risks, which were then hedged using an overlay of credit default swaps. During this time, National Bank went from a laggard to an industry leader in terms of the quality of information and analytics applied to managing its corporate loan portfolio.

Prior to 2001, Dan worked for 8 years as a management consultant principally serving global financial institutions in Canada, the United States, and the United Kingdom. He has a Bachelor of Commerce from Queen's University.

Fees and Commissions

Management Fees

As compensation for providing services to the Partnership, the Manager receives a monthly Management Fee from the Partnership attributable to Class A Units, Class B Units, Class F Units, Class G Units and, in certain circumstances described below, Class I Units and Class J Units. Each class of Units is responsible for the Management Fee attributable to that class.

The Partnership pays the Manager a monthly Management Fee equal to 1/12 of 2.0% of the Net Asset Value of the Class A Units and Class B Units (determined in accordance with the Limited Partnership Agreement), plus any applicable federal and provincial taxes, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Units as at the last business day of each month.

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

The Partnership pays the Manager a monthly Management Fee equal to 1/12 of 1.5% of the Net Asset Value of the Class F Units and Class G Units (determined in accordance with the Limited Partnership Agreement), plus any applicable federal and provincial taxes, calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class F Units as at the last business day of each month.

Subject to the discretion of the General Partner, investors who purchase Class I Units or Class J Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the investor which is payable by the investor directly to the Manager; or (ii) enter into an agreement with the Partnership which identifies the monthly Management Fee negotiated with the investor which is payable by the Partnership to the Manager. In each circumstance, the monthly Management Fee, plus any applicable federal and provincial taxes, is calculated and accrued on each Valuation Date and payable on the last business day of each month based on the Net Asset Value of the Class I Units or Class J Units as at the last business day of each month.

Sales Commission

No sales commission is payable to the General Partner or the Manager in respect of Units purchased directly by a subscriber. However, registered dealers may, at their discretion, charge purchasers a front end sales commission based upon of the Net Asset Value of the Units purchased by the subscriber. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be payable directly by the purchaser to their dealer.

Service Commission

The Manager pays a monthly service commission to participating registered dealers equal to 1/12th of 0.50% of the Net Asset Value of the Class A Units and Class B Units sold by such dealers then outstanding. Payments are calculated and paid monthly to registered dealers from the Management Fees the Manager

receives from the Partnership. Notwithstanding the foregoing, the Manager, in its sole discretion, reserves the right to change the frequency of payment to registered dealers of the service commission to a quarterly or annual basis. Subject to the requirements under NI 31-103, the Manager may pay out of the Management Fees it receives from the Partnership a negotiated referral fee to registered dealers or other persons in connection with the sale of Units.

The Custodian

Millennium Trust Company (in such capacity, the "Custodian) was appointed as the custodian of the portfolio securities and other assets of the Partnership pursuant to a custodian agreement between the Partnership and the Custodian (the "Custodian Agreement"). As compensation for the custodial, if applicable, services rendered to the Partnership, the Custodian will receive such fees from the Partnership as the General Partner may approve from time to time. The Custodian will be responsible for the safekeeping of all of the portfolio securities and other assets of the Partnership delivered to it and will act as the custodian of such assets, other than those assets transferred to the Custodian or another entity, as the case may be, as collateral or margin. The Partnership is responsible for the payment of all fees incurred in connection with the provision of such services by the Custodian.

The Partnership reserves the right, in its discretion, to change the custodial arrangements described above including, but not limited to, the appointment of a replacement custodian and/or additional custodians. Neither the General Partner nor the Manager shall be responsible for any losses or damages to the Partnership arising out of any action or inaction by the Custodian or any sub-custodian holding the portfolio securities and other assets of the Partnership.

The Administrator and Partnership Reporting

The record keeping and reporting requirements of the Partnership will be the responsibility of the General Partner. The General Partner has the discretion, should it deem necessary, to retain a record-keeper for the Partnership to maintain a record of Limited Partners. Any fees required to be paid to a record-keeper for services rendered, other than in respect of a transfer of Units, shall be the borne by the Partnership.

Pursuant to a services agreement, Opus Fund Services ("The Administrator") provides, among other things, valuation and financial reporting services to the Partnership and calculates the Net Asset Value of the Partnership and the Class Net Asset Value for each class of Units on each Valuation Date which are determined in accordance with the Limited Partnership Agreement. See "The Limited Partnership Agreement".

The fee payable to the Administrator will be based on its standard schedule of fees charged by the Administrator for similar services. The Administrator will, subject to the overall supervision of the General Partner, be responsible for the day-to-day administration of the Fund, including the issue and redemption of partnership interests and the calculation of the Fund's net asset value. The Administrator is responsible for, among other things:

(a) establishing and maintaining the register of Interests of the Fund and generally performing all actions related to the issuance and transfer of Interests;

(b) performing all acts related to the redemption and/or subscription for the Interests; and

(c) performing all other incidental services necessary to its duties under the Administration Agreement.

The Administrator has delegated certain duties under the Administration Agreement to its affiliate, Opus Fund Services (USA) LLC (the "Sub-Administrator"). Unless otherwise indicated, references in this Memorandum to the Administrator shall include the Sub-Administrator."

The Administrator and each of its affiliates, directors, officers, employees, agents or shareholders or any of them is entitled to indemnification from the Fund in respect of the execution of the Administrator's duties under the Administration Agreement except in the case of willful misconduct or gross negligence by the Administrator of its obligations under the Administration Agreement.

The Administrator does not provide any investment advisory or management services to the Fund and will not be in any way responsible for the Fund's performance. The Administrator makes no representations or warranties and is not responsible for the accuracy of this Offering Memorandum.

Investment Objective and Strategy

Investment Objective

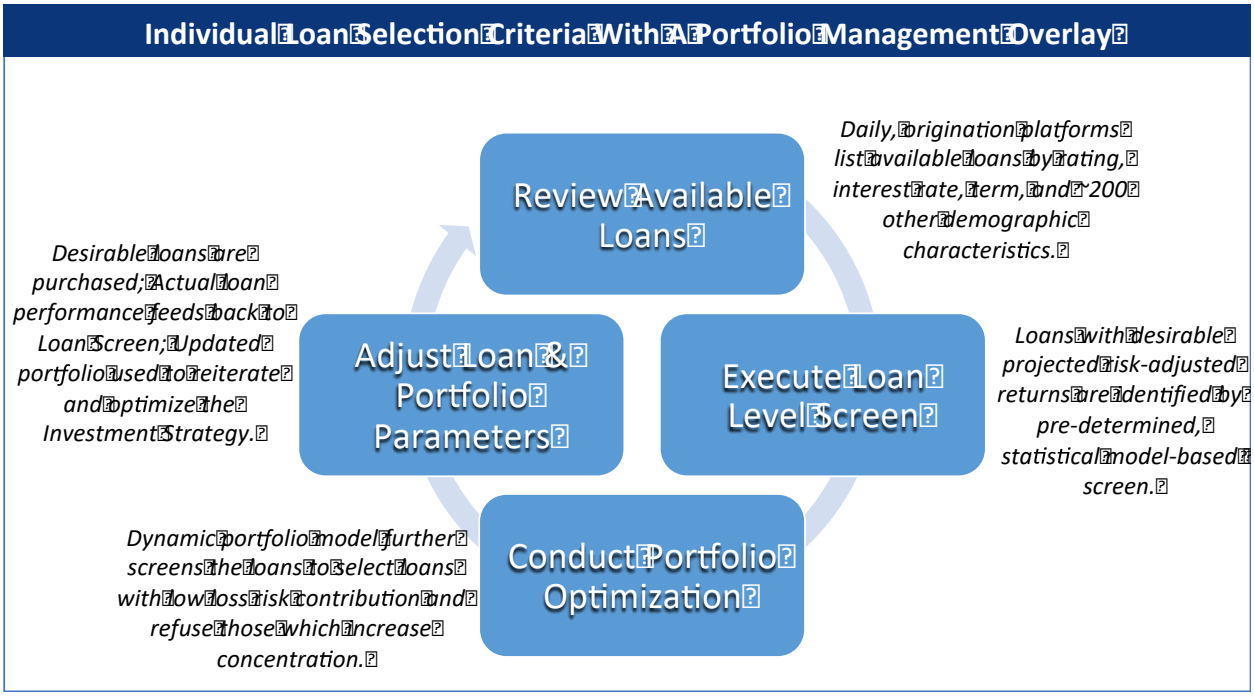
The investment objective of the Partnership is to achieve superior risk-adjusted returns and regular income with minimal volatility and low correlation to any other asset class, primarily by investing in private credit investments or other opportunistic credit investments.

Investment Strategy

In general, the investment strategy of the Partnership will be to provide exposure to private credit investments that are otherwise difficult for Canadian investors to access. **At all times, the investment strategy will conform to the Investment Policies Statement that will be agreed and periodically revised subject to a vote of the Limited Partners.** (See Appendix 2.)

The Partnership may invest in opportunities in the private lending market through Lending Platforms. The Partnership may invest directly, or indirectly through special purpose vehicles ("**SPVs**"), in small and medium enterprise ("**SME**") loans, advances against corporate trade receivables and/or purchases of corporate trade receivables originated by Lending Platforms. Such investments may include unsecured loans. Sub-prime loans will be excluded from the Portfolio; all loan guarantors will be 'prime' rated based on a minimum FICO score of 640.

The Partnership Manager utilizes a dynamic loan selection process that identifies the best available loans on a stand-alone risk-adjusted basis and also the best available loans from a portfolio optimization perspective given the existing Portfolio. The Manager will develop an Investment Strategy, that will define the characteristics of desirable loans to be purchased at any given time. The Investment Strategy will be an amalgam of stand-alone loan screening and portfolio risk management.



Loan Level Screen. The Manager, alone and in cooperation with third-party analytics providers, has developed a loan level screen based on predictive modeling designed to estimate the likelihood of the borrower defaulting. The models use statistical regression to predict borrower default from a set of multiple predictors, such as permutated combinations of loan and borrower characteristics. These data points may include borrower demographics (e.g. age, income, employment, geography, home ownership, etc.), external risk scores (e.g. FICO), credit bureau data (e.g. past inquiries, delinquencies, defaults, available credit, credit payment obligations, etc.), and loan-specific data (e.g. size, interest rate, intended use of funds, etc.).

The output of this model is a loan selection screen whereby the loans made available by a Lending Platform can be immediately adjudged as desirable or not on a stand-alone basis.

Portfolio Level Screen. The Manager also uses a credit portfolio model to understand the risk characteristics of the holdings at a portfolio level. This model estimates the correlation of the value of each individual loan to a centralized risk factor and, thereby, the correlation of each loan to every other loan in the Portfolio. The portfolio model then uses a copula-based Monte Carlo simulation engine to build a probability distribution of outcomes for the Portfolio. This loss distribution will measure the *expected loss rate* of the loans in the Portfolio (viz. the most-likely outcome) but also will determine the volatility or *unexpected loss* (viz. the probability that loss will exceed some threshold). The expected loss is a cost to the Partnership and will be more than compensated by the interest earned on the loans. Unexpected loss is a risk and one that must be managed through portfolio optimization.

By measuring the risk contribution (viz. the marginal addition to portfolio volatility) of each loan and then grouping loans by their characteristics, it is possible to find the areas in the Portfolio that are over or under contributing risk. The characteristics may include geography and occupation for consumer loans and geography and industry for small business loans. Portfolio optimization is achieved by maximizing diversification across borrower characteristics and eliminating any 'tall tree' exposures that disproportionately contribute risk.

For a simple example, contrast two portfolios of equal size with loans with identical interest rates, risk ratings, and all other loan characteristics but where one is concentrated within California and the other has borrowers across the states. As the loans in the diversified portfolio will be less correlated and therefore less susceptible to a single shock, the probability of realizing a very large loss is less than in the concentrated one.

The output of the portfolio modeling is the portfolio level screen, which identifies loan characteristics that have the best risk-adjusted return based on their contribution to overall portfolio diversification.

The portfolio model also enables stress testing and scenario analysis to understand and mitigate the impact of specific risk factors, such as changes in economic conditions or experience of exogenous shocks, on Fund performance.

Dynamic Model Adjustment. The Manager uses a dynamic, active portfolio management approach. The Acquisition Strategy is revised based on feedback from analysis of actual loan performance, including loans owned by the Partnership and loan portfolio data made available by the Lending Platforms. The portfolio optimization is run on an ongoing basis and therefore adjusts as the composition of the portfolio evolves and as correlation factors change.

Thus, in formulating the acquisition strategy for the Partnership, the Manager first identifies attractive loans on a stand-alone basis and then selects only those that have attractive characteristics in the context of the portfolio optimization. These screens are dynamically adjusted based on actual performance and changes to the portfolio composition.

The Partnership may also make Opportunistic Credit Investments. These may include circumstances where market dislocations have created opportunity for high risk-adjusted returns, such as market over-corrections, complex securities or restructurings, illiquid securities or markets, junior pieces of structured transactions, and/or portfolio liquidations. The Partnership will be an advantaged buyer in these situations due to its access to deal flow, the technical expertise of the Manager to analyse the risks, and by having access to liquidity to capitalize on the opportunity.

The Partnership will execute the investment strategy through the insight and experience of the Manager. The Partnership may, but is not obliged to, make some or all of its investments through one or more intermediary vehicles. See "Investment Objective and Strategy", "Investment Guidelines" and "Investment Restrictions".

The Partnership will seek to achieve superior long-term performance through a strict and disciplined credit selection strategy. The credit selection process is designed with the objective of reducing risks to capital while attempting to maximize opportunities for income and capital appreciation. The foundation of this strategy is rigorous, bottom-up fundamental analysis that emphasizes asset-level overcollateralization based on liquidation value, identifying good companies that are overlooked or out of favour, and diversification based on asset-type, investment size, as well as company and industry exposures.

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

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

The Partnership will execute the investment strategy through the unique insight and experience of the Manager and its affiliates. The Partnership may, but is not obliged to, make some or all of its investments through one or more intermediary vehicles.

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

Investment Restrictions

General

The Partnership shall not invest more than 30% of the Net Asset Value of the Partnership (determined in accordance with the Limited Partnership Agreement) in any one investment; provided, however, this restriction shall not apply to investments in liquid assets or securities issued or guaranteed by a member state of the Organization for Economic Cooperation and Development ("OECD") or by its local authority or by supranational institutions and organizations with regional or worldwide scope.

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

Use of Leverage

The Partnership may borrow permanently (either directly or at the level of any intermediary vehicle) for investment purposes, to meet funding commitments in underlying investments, for working capital purposes, and to meet redemption requests of Limited Partners, and secure these borrowings with liens or other security interests in its assets (or the assets of any of its intermediary vehicles) provided that the Partnership may not, at any point in time, incur a level of borrowing (including any short-term borrowings) in excess of 50% of the Net Asset Value of the Partnership (determined in accordance with the Limited Partnership Agreement). Subject to the foregoing restriction on the use of leverage, the Partnership may obtain letters of credit/financial guarantees instead of cash borrowings.

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

The Partnership is not obligated to hedge against fluctuations in the value of its investments as a result of changes in market interest rates, currency changes, or other events. The Manager shall have sole discretion in determining when or whether to engage in hedging strategies. The Partnership may utilize a variety of financial instruments including, without limitation, derivatives, options, interest rate swap, caps and floors, futures, and forward contracts, to seek to hedge against declines in the values of the investments of the Partnership.

Investment Through Intermediary Vehicles

Investments may be made by the Partnership through intermediary vehicles, including, without limitation, special purposes or joint ventures, general or limited partnerships, and limited liability companies. The Partnership will seek to fully control any such intermediary vehicles, but may also hold investments through joint ventures where the Partnership will seek to retain control over management, sale, and financing of the venture's assets or alternatively will have a viable mechanism for exiting the venture, within a reasonable period of time. Unless otherwise provided for in this Offering Memorandum, an investment into an intermediary vehicle should be ignored for the purposes of "Investment Restrictions – General" above, and the underlying investments of the intermediary vehicle should be treated as if they were direct investments made by the Partnership.

Security Interests and Guarantees

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

Kick-Off Period

The investment restrictions set out under "General" above may not be complied with during a transitional period of 12 months from the date of the Partnership's first investment, provided that the Manager will endeavour to ensure, at all times, an appropriate level of diversification of risk within the portfolio of the Partnership.

The Limited Partnership Agreement

The following is a summary of the Limited Partnership Agreement. This summary is not intended to be complete and each subscriber should carefully review the Limited Partnership Agreement which is attached to this Offering Memorandum as Appendix 1.

The rights and obligations of the Limited Partners and the General Partner under the Limited Partnership Agreement are governed by the laws of the Province of Ontario.

A subscriber for Units will become a Limited Partner of the Partnership upon the acceptance by the General Partner of the subscription and the recording of the subscriber as a Limited Partner of the Partnership in the register of Limited Partners maintained by the General Partner pursuant to the *Limited Partnerships Act* (Ontario).

Units

Each Unit represents an undivided interest in the Partnership. The Partnership is authorized to issue an unlimited number of classes and/or series of Units and an unlimited number of Units in each such class or series. Classes of Units may be denominated in either Canadian or United States Dollars. The Partnership may issue fractional Units so that subscription funds may be fully invested. Each Unit of a particular class shall be equal to each other Unit of the same class with respect to all matters, including the right to vote, receive allocations and distributions from the Partnership, liquidation and other events in connection with the Partnership. No Unit shall have any preference, conversion, exchange, pre-emptive or redemption rights in any circumstances over any other Unit (except as specifically provided in the Limited Partnership Agreement). Units are issuable in one or more classes which may be subject to different administrative fees, Management Fees and performance fees, if any, than those chargeable against Units of another class, and may designate one or more series of Units within such class. Each Limited Partner shall be entitled to one vote for each whole Unit held by him or her in respect of all matters to be decided upon by the Limited Partners. Units represent the right of Limited Partners to participate in the Net Profits or Net Losses of the Partnership. Title to Units is conclusively evidenced by the register of Limited Partners maintained by the General Partner. Certificates for Units will not be issued. However, on any purchase or

redemption of Units, the General Partner will issue confirmation slips indicating the nature of the transaction affected by the Limited Partner and the number, class and series (as applicable) of Units held by such Limited Partner after such transaction.

Functions and Powers of the General Partner

The General Partner controls and has responsibility for the business of the Partnership, to bind the Partnership and to admit Limited Partners and do or cause to be done in a prudent and reasonable manner any and all acts necessary, appropriate or incidental to the business of the Partnership. The General Partner has exclusive authority to manage and control the operations and affairs of the Partnership, and to make all decisions regarding the business of the Partnership (in respect of certain of such decisions the Partnership has retained the Manager to advise the General Partner and the Partnership). The General Partner is required to exercise its powers and discharge it duties honestly, in good faith and in the best interests of the Partnership and to exercise the degree of care, diligence and skill of a prudent and qualified administrator. Certain restrictions are imposed on the General Partner, including that it may not dissolve the Partnership nor wind-up the Partnership's affairs except in accordance with the provisions of the Limited Partnership Agreement. Subject to applicable regulatory requirements, the General Partner will have the power to change the Partnership's year-end if it is determined to be in the best interests of the Partnership and the Limited Partners.

The General Partner has the power to make any and all elections, determinations or designations under the Tax Act or any other taxation or other legislation or laws of like import of Canada or of any province or jurisdiction on behalf of the Partnership and each Limited Partner, in respect of such Limited Partner's interest in the Partnership. The General Partner must file, on behalf of the General Partner and the Limited Partners, any information return required to be filed in respect of the activities of the Partnership under the Tax Act or any other taxation or other legislation or laws of like import of Canada or of any province or jurisdiction.

Pursuant to the Limited Partnership Agreement, the General Partner is responsible for the management and certain administrative functions for the Partnership, including maintaining books of account, calculating the Net Asset Value of the Partnership, determining the amount of distributions to Limited Partners, if any, monitoring the performance of the Manager, preparing, filing and mailing all reports and other documentation required to be delivered to governmental authorities, and processing subscriptions and redemptions of Units. The General Partner, on behalf of the Partnership, has retained the Manager to perform the investment advisory functions for the Partnership and to perform certain of the management and administrative functions described above for the Partnership.

The Limited Partnership Agreement provides that the General Partner assumes no responsibility to the Partnership and will bear no liability to the Partnership or any Limited Partner for any loss suffered by the Partnership which arises out of any action or inaction of the General Partner if such course of conduct did not constitute negligence or misconduct of the General Partner and if the General Partner in good faith determined that such course of conduct was in the best interests of the Partnership. The Limited Partnership Agreement also provides that the General Partner is entitled to indemnification out of the assets of the Partnership against expenses, including legal fees, judgments and amounts paid in

settlement, actually and reasonably incurred by the General Partner in connection with the Partnership, provided such expenses were not the result of negligence or misconduct on the part of the General Partner. Similar provisions are included in the Management Agreement as they relate to the Manager.

The Partnership is responsible for the payment to the Manager of the Management Fees attributable to Class A Units, Class B Units, Class F Units, Class G Units and, in certain circumstances, Class I and Class J Units. See "The Manager – Fees and Commissions".

The Partnership is also responsible for its own operating expenses. Operating expenses include, among others, legal, audit, custodial and safekeeping fees; consulting and other professional fees relating to particular investments of the Partnership; third-party investment due diligence and monitoring expenses; reasonable due diligence-related travel expenses; third-party valuation and audit expenses; third-party research-related expenses (e.g., news, research, quotation and analytical related equipment, software and services such as Bloomberg, Capital IQ and Moodys Analytics); all expenses associated with the underwriting, servicing, collection and liquidation of investments of the Partnership; distribution expenses; taxes; brokerage commissions; interest; operating and administrative costs; investor servicing costs; and the costs of reports to the Limited Partners. Each class of Units is responsible for the operating expenses that relate specifically to that class and for its proportionate share of the common expenses of the Partnership that relate to all classes of Units.

Meetings

The General Partner may at any time convene a special meeting of the Limited Partners and will be required to convene a special meeting on receipt of a request in writing of Limited Partners holding not less than 33⅓% of the Units then outstanding. Each Limited Partner is entitled to one vote for each whole Unit held. Only Limited Partners of record on the date of the meeting shall be entitled to vote at such meeting. The approval of Limited Partners shall be given by an Ordinary Resolution (as defined below), except for those matters which require approval by Special Resolution (as defined below). A quorum for the transaction of business at a meeting of Limited Partners shall consist of Limited Partners present in person or represented by proxy holding in total Units having an aggregate Net Asset Value of not less than 5% of the Net Asset Value of the Partnership, except for purposes of: (i) passing a Special Resolution in which case such persons must hold at least 33⅓% of the Units then outstanding and entitled to vote thereon; and (ii) passing a Special Resolution to remove the General Partner, in which case such persons must hold at least 66 2/3% of the Units then outstanding and entitled to vote thereon. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting shall be adjourned and held on a date fixed by the chairman of the meeting, which date shall be not later than 14 days thereafter. At any adjourned meeting, two or more Limited Partners entitled to vote at the meeting and present in person or represented by proxy shall constitute a quorum.

An "Ordinary Resolution" means a resolution approved by more than 50% of the votes cast by those Limited Partners holding Units who vote on the resolution, in person or by proxy, at a duly constituted meeting of Limited Partners, or at any adjournment thereof, called and held in accordance with the Limited Partnership Agreement, or a written resolution signed by Limited Partners holding Units with an

aggregate Net Asset Value of more than 50% of the Net Asset Value of the Partnership, as provided in the Limited Partnership Agreement.

A "Special Resolution" means a resolution approved by not less than 66⅔% of the votes cast by those Limited Partners holding Units who vote on the resolution, in person or by proxy, at a duly constituted meeting of Limited Partners, or at any adjournment thereof, called and held in accordance with the Limited Partnership Agreement, or a written resolution signed by Limited Partners holding Units with an aggregate Net Asset Value of not less than 66⅔% of the Net Asset Value of the Partnership, as provided in the Limited Partnership Agreement.

Amendments

Except as described herein, the Limited Partnership Agreement may only be amended with the consent of the General Partner and with the approval of the Limited Partners given by Special Resolution. However, no amendment can be made to the Limited Partnership Agreement which would have the effect of reducing the interest in the Partnership of the Limited Partners, changing the liability of any Limited Partner, allowing any Limited Partner to participate in the operation, management or control of the business of the Partnership, changing the right of Limited Partners to vote at any meeting or changing the Partnership from a limited partnership to a general partnership. Limited Partners may by Special Resolution remove the General Partner provided such Special Resolution also appoints a new General Partner, who, upon acceptance, will assume all managerial duties, powers and obligations imposed upon or granted to the General Partner under the Limited Partnership Agreement. No amendment which would adversely affect the interests of the General Partner may be made without the General Partner's consent.

The General Partner is entitled to make certain amendments from time to time to the Limited Partnership Agreement without prior notice to, or the consent from, the Limited Partners for the purpose of amending or adding any provisions which, in the opinion of legal counsel to the Partnership, are for the protection or benefit of the Limited Partners or the Partnership, for the purpose of curing any ambiguity or clerical error, for the purpose of reflecting any changes to any applicable legislation, or for the purpose of correcting or supplementing any provision which may be defective or inconsistent with any other provision or in any other matter if such amendment will not in any manner adversely affect the interests of any Limited Partner.

Power of Attorney

The Limited Partnership Agreement, and the subscription form and the transfer form forming a part thereof, includes an irrevocable power of attorney authorizing the General Partner on behalf of the Limited Partners to execute the Limited Partnership Agreement, any amendments to the Limited Partnership Agreement and all instruments necessary to reflect the dissolution and termination of the Partnership, all documents necessary to be filed with any governmental body of any province or other jurisdiction in connection with the activities, property, assets and undertaking of the Partnership as well as any elections, determinations or designations under the Tax Act or taxation legislation of any province or jurisdiction with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership.

Liability of Limited Partners and Registration of the Partnership

Under the laws of the Offering Jurisdictions in which Units are being offered, a limited partner of a limited partnership organized under the laws of the Province of Ontario generally will not be liable, subject to certain exceptions, for the obligations of the partnership except in respect of the amount of property that such limited partner contributes or agrees to contribute to the capital of the partnership. A limited partner may not have such limited liability: (i) if he or she is also a general partner of the limited partnership; (ii) if he or she takes part in the management of the business of the limited partnership; (iii) if a certificate of the limited partnership contains a false statement which is relied upon by a person suffering a loss and such limited partner became aware that the statement was false or misleading and failed within a reasonable time to take steps to have the record of limited partners corrected, or where the limited partner signed the certificate or declaration or later became aware of its falsehood and did not amend the certificate or declaration within a reasonable time; and (iv) if the limited partnership fails to comply with the formal requirements of applicable limited partnership legislation. As well, a limited partner may not have such limited liability where a limited partner holds, as trustee for the limited partnership, specific property stated in the certificate or record of limited partnership as contributed by such limited partner, but which has not in fact been contributed or which has been wrongfully returned and money or other property wrongfully paid or conveyed to him or her on account of his or her contribution. Where a limited partner has rightfully received the return, in whole or in part, of the capital of his or her contribution, the limited partner is nevertheless liable to the limited partnership for any sum, not in excess of that returned with interest, necessary to discharge the limited partnership's liabilities to all creditors who extended credit or whose claims arose before such return.

For certain regulatory purposes, the Partnership may be considered to be carrying on business in certain Offering Jurisdictions by virtue of this offering being made therein and the trading activities of the Partnership. The Partnership has registered as an extra-jurisdictional limited partnership in those Offering Jurisdictions where the Partnership is advised that it will be carrying on business by virtue of this offering or otherwise and where there is provision for registration as an extra-jurisdictional limited partnership. However, there is a risk that Limited Partners may not be afforded limited liability in such Offering Jurisdictions to the extent that principles of conflicts of law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one jurisdiction but carrying on business, owning property or incurring obligations in another jurisdiction. The General Partner is responsible for maintaining the registration of the Partnership as an extra-jurisdictional limited partnership in any such Offering Jurisdiction.

Pursuant to the Limited Partnership Agreement, the General Partner has agreed to indemnify and hold harmless each of the Limited Partners (including former Limited Partners) from and against all costs, damages, liabilities or losses incurred resulting from not having limited liability, other than the loss of limited liability caused by any act or omission of the Limited Partner. The General Partner has further agreed to indemnify the Partnership for any costs, damages, liabilities or losses incurred by the Partnership as a result of an act of negligence or misconduct by the General Partner pursuant to the Limited Partnership Agreement. The foregoing indemnity will not extend to liabilities arising from a

Limited Partner being called upon to return any distributions paid to them (with interest), whether properly paid or paid in error. In addition, the General Partner has only nominal assets.

Details of the Offering

Units are being offered by the Partnership on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a sufficient amount to meet the minimum initial subscription requirements and who are qualified investors. There need not be any correlation between the number of Class A Units, Class B Units, Class E Units, Class F Units, Class G Units, Class I Units, and Class J Units sold hereunder. The classes of Units differ in terms of the eligibility criteria, fee structures, base currency and administrative expenses associated with each class. Class A Units, Class E Units, Class F Units and Class I Units are denominated in United States Dollars while Class B Units, Class G Units and Class J Units are denominated in Canadian Dollars. For a description of the Management Fees attributable to Class A Units, Class B Units, Class E Units, Class F Units, Class G Units, Class I Units and Class J Units, which the Manager receives from the Partnership or in certain circumstances from a Limited Partner with respect to Class I and Class J Units, see "The Manager".

As at the date of this Offering Memorandum, the minimum initial subscription amount from persons who are "accredited investors" as defined under NI 45-106 and who are purchasing as principal is $150,000. This minimum amount is net of any sales commissions paid by a subscriber to their registered dealer. At the sole discretion of the General Partner, subscriptions may be accepted for lesser amounts.

Class A Units will be issued to qualified purchasers.

Class B Units will be issued to qualified purchasers.

Class E Units will be issued to qualified purchasers who are directors, officers and employees of the Manager and their respective affiliates and associates.

Class F Units will be issued to: (i) purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Partnership does not incur distribution costs; and (iii) qualified individual purchasers in the General Partner's sole discretion. If a Limited Partner ceases to be eligible to hold Class F Units, the General Partner may, in its sole discretion, exchange such Limited Partner's Class F Units for Class A Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class F Units.

Class G Units will be issued to: (i) purchasers who participate in fee-based programs through eligible registered dealers; (ii) qualified purchasers in respect of whom the Partnership does not incur distribution costs; and (iii) qualified individual purchasers in the General Partner's sole discretion. If a Limited Partner ceases to be eligible to hold Class F Units, the General Partner may, in its sole discretion, exchange such Limited Partner's Class G Units for Class B Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class G Units.

Class I Units will be issued to institutional investors at the discretion of the General Partner. If a Limited Partner ceases to be eligible to hold Class I Units, the General Partner may, in its discretion, exchange such Limited Partner's Class I Units for Class A Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class I Units.

Class J Units will be issued to institutional investors at the discretion of the General Partner. If a Limited Partner ceases to be eligible to hold Class J Units, the General Partner may, in its discretion, exchange such Limited Partner's Class J Units for Class B Units on five days' notice, unless such Limited Partner notifies the Partnership during the notice period and the General Partner agrees that the Limited Partner is once again eligible to hold Class J Units.

The General Partner may convert one class of Units into another class in accordance with the terms of the Limited Partnership Agreement, and subject to the consent of the General Partner, Limited Partners may exchange or switch all or part of their investment in the Partnership from one class of Units to another class if the Limited Partner is eligible to purchase that class of Units. The timing and processing rules applicable to purchases and redemptions of Units also applies to exchanges or switches between classes of Units. See "Redemption of Units". Upon an exchange or switch from one class of Units to another class, the number of Units held by the Limited Partner will change since each class of Units has a different Net Asset Value per Unit.

Generally, conversions and exchanges between classes of Units are not dispositions for tax purposes. However, Limited Partners should consult with their own tax advisors regarding any tax implications of exchanging or switching between classes of Units.

Units are being offered to investors resident in the Offering Jurisdictions pursuant to exemptions from the prospectus requirements under section 2.3 (accredited investor exemption) under NI 45-106 and, where applicable, the registration requirements under NI 31-103.

Purchasers will be required to make certain representations in the subscription form, and the General Partner and the Partnership will be entitled to rely on such representations, to establish the availability of the exemptions described under NI 45-106 and NI 31-103. No subscription will be accepted unless the General Partner is satisfied that the subscription is in compliance with applicable securities legislation. Investors other than individuals that are "accredited investors" (as defined under NI 45-106) must also represent to the General Partner (and may be required to provide additional evidence at the request of the General Partner 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.

The following persons and entities may not invest in Units of this Partnership:

(a) "non-Canadians" within the meaning of the Investment Canada Act (Canada);

(b) "non-residents" of Canada, "tax shelters", "tax shelter investments" or persons or entities an investment in which would be a "tax shelter investment" within the meaning of the Tax Act;

(c) "financial institutions" within the meaning of Section 142.2 of the Tax Act; or

(d) a partnership which does not contain a prohibition against investment by the persons or entities referred to in the foregoing paragraphs (a), (b) and (c).

In the event that any Limited Partner subsequently becomes a "non-Canadian", a "non-resident" of Canada, a "tax shelter", a "tax shelter investment", a person or entity an investment in which would be a "tax shelter investment", a "financial institution" or a partnership with any of the foregoing as a member or the Limited Partner's interest in the Partnership subsequently becomes a "tax shelter investment", such Limited Partner is required to immediately notify the General Partner in writing of such change in status and such Limited Partner's Units will be redeemed by the Partnership on the next Valuation Date and such Limited Partner's Units will be sold or redeemed by the Partnership and such Limited Partner will be deemed to have ceased to be a Limited Partner immediately prior to the date of such change in status.

Units will be offered at a price equal to the Net Asset Value per Unit for the applicable class of Units on each Valuation Date (determined in accordance with the Limited Partnership Agreement). A separate Net Asset Value per Unit is calculated on a Valuation Date for each class of Units by taking the proportionate share of the net assets of the Partnership allocated to that class of Units, subtracting the expenses of that class of Units and the proportionate share of the common expenses of the Partnership allocated to that class of Units and dividing the result by the number of Units of that class held by Limited Partners. Units may be purchased as at the close of business on a Valuation Date if a duly completed subscription form and the required payment reaches the General Partner no later than 4:00 p.m. (Toronto time) on such Valuation Date.

The Net Asset Value (and Net Asset Value per Unit) for the applicable class of Units determined for the purposes of a subscription or redemption of Units which takes place other than at the Partnership's fiscal year-end will reflect a reduction to take into account the General Partner's share of Net Profits based on the annualized returns of the Partnership (realized and unrealized) from the date of commencement of the fiscal year to the date of the issuance or redemption of the Units.

Subscription Procedure

Subscriptions for Units must be made by completing the subscription form and power of attorney which accompany this Offering Memorandum, and by forwarding such documents together with cheque(s) for payment of the minimum subscription amount to the General Partner. Subscription funds provided prior to a Valuation Date will be kept in a segregated account. Subscriptions for Units are subject to acceptance or rejection in whole or in part by the General Partner in its sole discretion. No subscription for Units will be accepted from a purchaser unless the General Partner is satisfied that the subscription is in compliance with the requirements of applicable securities legislation. In the event a subscription for Units is rejected, any subscription funds forwarded by the subscriber will be returned without interest or deduction.

Subscribers whose subscriptions for Units have been accepted by the General Partner will become Limited Partners.

By executing the subscription form for Units in the form prescribed by the Limited Partnership Agreement, each subscriber represents to the General Partner, the Partnership and to all other Limited Partners that, among other things, the Limited Partner is not a "non-Canadian" within the meaning of the Investment Canada Act (Canada), a "non-resident" of Canada, a "tax shelter", a "tax shelter investment" or a person or an entity an investment in which would be a "tax shelter investment" within the meaning of the Tax Act, a "financial institution" within the meaning of Section 142.2 of the Tax Act or a partnership which does not contain a prohibition against investment by the foregoing persons or entities.

Purchasers will be required to make certain representations (including those noted in the foregoing paragraph) in the subscription form, and the General Partner and the Partnership are entitled to rely on such representations, to establish the availability of the exemptions from the prospectus and registration requirements described under NI 45-106 and NI 31-103. In addition, each subscriber is also acknowledging in the subscription form that the investment portfolio and trading procedures of the Partnership are proprietary in nature and agrees that all information relating to such investment portfolio and trading procedures will be kept confidential by such subscriber and will not be disclosed to third parties (excluding the subscriber's professional advisors) without the prior written consent of the General Partner.

Additional Subscriptions

Following the required initial minimum investment in the Partnership, Limited Partners resident in the Offering Jurisdictions may make additional investments of not less than $25,000 provided that, at the time of the subscription for additional Units, the Limited Partner is an "accredited investor" as defined under NI 45-106. The General Partner may, in its sole discretion, from time to time permit additional investments of lesser amounts. Limited Partners subscribing for additional Units should complete the additional subscription form which may be obtained on request from the General Partner or Manager.

Resale Restrictions

As the Units offered pursuant to this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under NI 45-106, resale of these Units by subscribers is subject to restrictions unless a further statutory exemption may be relied upon by the subscriber or an appropriate discretionary order is obtained from the appropriate securities regulatory authorities pursuant to applicable securities legislation. Investors should consult with their professional advisors prior to subscribing for Units. Furthermore, no transfers of Units may be affected unless the General Partner, in its sole discretion, approves the transfer and the proposed transferee. The General Partner also reserves the right to exchange Class E Units, Class F Units or Class I Units, as the case may be, for Class A Units upon transfer if the General Partner determines that the proposed transferee is ineligible to hold Class E Units, Class F Units or Class I Units, as the case may be. Limited Partners should consult with their own tax advisors regarding the implications of transferring Units from one class to another. There is no market for these Units and no market is expected to develop, therefore it may be difficult or even impossible for a purchaser to sell their Units other than by way of a redemption of their Units on a Valuation Date. Subscribers are advised to consult with their professional advisors concerning restrictions on resale and

are further advised against reselling their Units until they have determined that any such resale is in compliance with the requirements of applicable securities legislation and the Limited Partnership Agreement.

Redemption of Units

An investment in Units is intended to be a long-term investment. However, Units may be redeemed at their Net Asset Value per Unit for the applicable class (determined in accordance with the Limited Partnership Agreement) on any Valuation Date, provided the request for redemption is submitted at least 60 days prior to such Valuation Date. Redemption requests are subject to acceptance by the General Partner and subject to certain restrictions, the General Partner intends to permit such redemptions in circumstances where it would not be prejudicial to the Partnership to do so. Payment of the redemption amount will be paid to the redeeming Limited Partner not later than the 30th day following the applicable Valuation Date (60 days if such Valuation Date is the Partnership's fiscal year-end) upon which such redemption is effective.

Any written request by a Limited Partner for the redemption of Units shall be deemed to constitute the entire notice to the Partnership and shall, unless the General Partner determines otherwise in its sole discretion, supersede all previous requests, communications, representations, understandings and agreements, written or verbal, between the Limited Partner and the Partnership with respect to the redemption of Units including, but not limited to, any prior notices of redemption.

The General Partner reserves the right to hold back up to 20% of the aggregate redemption amount payable to a Limited Partner in order to provide an orderly disposition of assets. The term of such hold back will not exceed a reasonable time period, having regard to the applicable circumstances.

Any Limited Partner whose total combined investment in all classes of Units in the Partnership represents 20% or greater of the Net Asset Value of the Partnership, when measured at market value, is restricted from filing a redemption request which exceeds 20% of the Net Asset Value of the Partnership, when measured at market value.

If on any Valuation Date the General Partner has received from one or more Limited Partners requests to redeem outstanding Units representing in the aggregate ten (10%) percent of the Net Asset Value of the Partnership, payment of the redemption amount to such Limited Partners may be deferred until a future month-end. Such deferral may take place if, in the sole judgement of the General Partner, additional time is warranted to facilitate the orderly liquidation of portfolio security positions to meet such redemption requests. The term of such deferral will not exceed a reasonable time period, having regard to the applicable circumstances. The redemption amount payable to Limited Partners will be adjusted by changes in the Net Asset Value of the Partnership during this period and calculated on each Valuation Date in respect of the payment to be made on such date.

The General Partner may suspend redemption rights of Limited Partners for any period when normal trading is suspended on any stock exchange, options exchange or futures exchange on which securities or derivatives owned directly or through an intermediary by the Partnership are traded which, in the

aggregate, represent more than 50% of the Net Asset Value (or underlying market exposure) of the Partnership.

The General Partner shall have the right to require a Limited Partner to redeem some or all of the Units owned by such Limited Partner on a Valuation Date at the Net Asset Value per Unit thereof, by notice in writing to the Limited Partner given at least 30 days before the date of redemption, which right may be exercised by the General Partner in its absolute discretion.

If a redeeming Limited Partner owns Units of more than one class or series of a class, Units will be redeemed on a "first in, first out" basis. Accordingly, Units of the earlier class or series of a class owned by the Limited Partner will be redeemed first, at the redemption price for Units of such class or series of a class, until such Limited Partner no longer owns Units of such class or series of a class.

The Net Asset Value (and Net Asset Value per Unit) for the applicable class of Units determined for the purposes of a subscription or redemption of Units which takes place other than at the Partnership's fiscal year-end will reflect a reduction to take into account the General Partner's share of Net Profits based on the annualized returns of the Partnership (realized and unrealized) from the date of commencement of the fiscal year to the date of the issuance or redemption of the Units.

Distributions and Computation and Allocation of Net Profits and Losses

Distributions

Distributions will be made to holders of Units only at such times and in such amounts as may be determined in the discretion of the General Partner.

Computation and Allocation of Net Profits or Net Losses

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 on each Valuation Date to Limited Partners in proportion to the number of Units held by each of them as at such Valuation Date, subject to adjustment to reflect subscriptions and redemptions of Units made during the fiscal period, as described below.

Incentive Allocation to General Partner

Pursuant to the terms of the Limited Partnership Agreement, the General Partner will be entitled to receive an Incentive Allocation to be reallocated to the General Partner as of each Valuation Date on the basis described below and paid to the General Partner on an annual basis. No Incentive Allocation will be reallocated to the General Partner on any Valuation Date until the Net Profits for the fiscal year exceed the Partnership loss carry forward amount (as described in further detail below).

No Incentive Allocation shall be reallocated to the General Partner unless, on the Valuation Date, the Net Profit per unit to be allocated to the Limited Partners, stated as a percentage of the prior period's net asset value per unit is less than the prior period's net asset value per unit multiplied by 1/12 of the hurdle rate.

The Incentive Allocation is determined as laid out herein.

If, on a Valuation Date, the Net Profits of the Partnership that have been allocated to the Limited Partners on such Valuation Date exceed the sum of all prior Net Losses so allocated to the Limited Partners by an amount which is greater than the Hurdle Rate on an annualized basis that have not already been offset by Net Profits, then 15% of such Net Profits in excess of the Hurdle Rate during the fiscal period such Net Losses shall be reallocated to the General Partner as the Incentive Allocation on such Valuation Date. For greater clarity, Incentive Allocation for any period shall be calculated as the product of: (i) the Net Profits of the Partnership that have been allocated to the Limited Partners on such Valuation Date; (ii) the difference between the percentage change in Net Asset Value per Unit since the prior Valuation Date and the Hurdle Rate as at the prior Valuation Date; and (iii) 15%.

The Incentive Allocation will be calculated and accrued monthly and paid annually to the General Partner, at the end of each Fiscal Year.

Allocation of Income or Loss for Tax Purposes

The Partnership will allocate its income or loss calculated in accordance with the provisions of the Tax Act and the Limited Partnership Agreement to the General Partner and to the Limited Partners in the same manner, as nearly as practicable, as Net Profits or Net Losses will be allocated.

Where in the course of any fiscal year Units are redeemed by one or more Limited Partners or acquired from the Partnership, the General Partner may, but is not required to, adopt an allocation policy intended to allocate income and loss for tax purposes in such manner as to account for Units which are purchased or redeemed throughout such fiscal year. 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 and/or the following 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 tax day of such fiscal year pursuant to proposed 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 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 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.

Financial Disclosure

Annual audited financial statements of the Partnership, including a calculation of the Net Asset Value per Unit for each class of Units, will be sent to Limited Partners by March 31 of each fiscal year. The General Partner will forward to each Limited Partner interim unaudited financial statements of the Partnership as

at and for the six months then ended within 60 days after the end of each such interim period. Within 60 days of the end of each fiscal quarter, the General Partner will provide a short written commentary outlining highlights of the Partnership's activities. The most recent audited annual and/or unaudited interim financial statements of the Partnership are hereby incorporated by reference.

Canadian Federal Income Tax Considerations

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 to an investor who, for the purposes of the Tax Act, is a Canadian resident individual, deals at arm's length with the Partnership, is the initial investor in the Units and will hold Units as capital property and has invested for his or her own benefit and not as a trustee of a trust. The determination of whether the Units are capital property to a holder will depend, in part, on the holder's particular circumstances. Generally, Units will be considered to be capital property to a holder if acquired 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 not applicable to a Limited Partner, an investment in which would be a "tax shelter investment" (and assumes no such persons will hold Units), a Limited Partner that is a "financial institution" for purposes of the mark-to-market rules of the Tax Act, or a Limited Partner who is

a) a non-resident of Canada for purposes of the Tax Act

b) who is a partnership or a trust

c) that is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act

d) that is a corporation which holds a "significant interest" in the Partnership as defined in subsection 34.2(1) of the Tax Act.

This summary assumes that at no time will in excess of 50% of the fair market value of all interests in the Partnership be held by one or more "financial institutions" as defined in the Tax Act.

This summary is of a general nature and is based on the current provisions of the Tax Act, the regulations thereunder and the published administrative practices and policies of the Canada Revenue Agency ("CRA") and also takes into account all specific proposals to amend the Tax Act and the regulations thereunder publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "Proposals"). Except for the foregoing, this summary does not take into account or anticipate any changes in law, whether by legislative, regulatory, administrative or judicial action. Furthermore, this summary does not take into account provincial or foreign income tax legislation or considerations. There can be no assurance that any Proposals will be enacted in the form proposed, if at all.

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 that 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 are resident

in Canada for the purpose of the Tax Act and that they will comply in all respects with the restrictions on investors pursuant to the Limited Partnership Agreement. This summary is not applicable to Limited Partners that make a functional currency reporting election.

The income and other tax consequences of acquiring, holding or disposing of Units vary according to a number of factors, including the legal status of the investor (i.e. an individual, corporation, trust or partnership), the province or territory in which the investor resides, has a permanent establishment or carries on business and, generally, the investor's own particular circumstances. The following description of income tax matters is, therefore, of a general nature only and is not intended to constitute advice to any particular investor. The income tax consequences described in this summary are based on the assumptions that an investor does not undertake or arrange any transaction relating to his or her Units, other than those referred to in this Offering Memorandum, and that none of the transactions relating to the investor'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. Each investor should seek independent advice regarding the tax consequences of investing in Units based upon the investor's own particular circumstances.

Computation of Income or Loss

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.

The Partnership is not itself liable for income tax unless it is a "specified investment flow-through" partnership", or a "SIFT partnership". A partnership is a "SIFT Partnership" if the partnership meets the following criteria: (i) the partnership is a Canadian resident partnership; (ii) the units or other securities of the partnership are listed or traded on a stock exchange or other public market; and (iii) 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. Units will not be listed on a stock exchange or other public market. Based on the provisions of the Partnership Agreement and the confirmation of the General Partner that the Units are not, and will not be, listed or traded on a stock exchange or other "public market" within the meaning of the Tax Act, and that there are no "investments", as defined in subsection 122.1(1) of the Tax Act, in the Partnership other than the Units, the Partnership should not constitute a SIFT Partnership.

Unless the Partnership becomes a SIFT Partnership, each Limited Partner 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 Limited Partner 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 Limited Partners in accordance with the provisions of the Limited Partnership Agreement as described under "Allocations of Net Profits or Net Losses". Depending upon the quantum and timing of any Partnership income or losses allocated to a Limited Partner and the amount and timing of distributions, a negative adjusted cost base in the Units held by the Limited Partner could arise. In the event that the adjusted cost base of a Unit held by a Limited Partner is negative at the end of any fiscal period of the Partnership, the Limited Partner 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 Computation and Allocation of Net Profits or Net Losses", the Partnership is not required to make distributions to Limited Partners in any year, even when income will be allocated to Limited Partners for purposes of the Tax Act. As a result, Limited Partners may be required to pay tax on such income allocation even though the Limited Partner has not received a cash distribution. This may also be the case where an allocation of income is made to a Limited Partner who transferred Units before the end of the year. The Partnership will furnish to each Limited Partner such information as is prescribed by CRA to assist in declaring the Limited Partner'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 Limited Partner.

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 general, a Limited Partner'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 Limited Partner 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 Limited Partner. Subject to the "at-risk rules" and the "Proposed Loss Limitation Rules" discussed below, a Limited Partner'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. Subject to the "at risk rules" discussed below, a Limited Partner'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 and deducted against net taxable capital gains of those years, subject to the restrictions under the Tax Act.

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 Limited Partner will be deductible by such Limited Partner in computing their income for a taxation year only to the extent that his or her share of the loss does not exceed the Limited Partner's "at-risk amount" in respect of the Partnership at the end of the year. In general terms, the "at-risk amount" of a Limited Partner in respect of the Partnership at the end of a fiscal year of the Partnership is (i) the adjusted cost base of the Limited Partner's Units at that time plus (ii) the Limited Partner's share of the income of the

Partnership for the fiscal year less the aggregate of (iii) all amounts owing by the Limited Partner 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 Limited Partner is entitled to receive where the amount or benefit is intended to protect the Limited Partner from any loss they may sustain by virtue of being a member of the Partnership or holding or disposing of Units.

A Limited Partner's share of any Partnership loss that is not deductible in the year because of the "at-risk rules" is considered to be their "limited partnership loss" in respect of the Partnership for that year. Such "limited partnership loss" may be deducted by the Limited Partner in any subsequent taxation year against any income for that year to the extent that the Limited Partner's "at-risk amount" at the end of the Partnership's fiscal year ending in that year exceeds their share of any loss of the Partnership for that fiscal year. Prospective purchasers who intend to finance the acquisition of their Units should consult their tax advisors in this regard.

Disposition and Redemption of Units

Upon the redemption or other actual or deemed disposition of a Unit by a Limited Partner, a capital gain (or a capital loss) will generally be realized to the extent that the proceeds of disposition of the Unit, net of any costs of disposition, exceed (or are exceeded by) the adjusted cost base to the Limited Partner of the Unit. 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 one-half. A taxable capital gain resulting from a disposition (including a deemed disposition) of the Units will be included in computing the income of a Limited Partner 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.

A Canadian-controlled private corporation, as defined in the Tax Act, may be subject to an additional refundable tax of 6 2/3% of certain investment income, which includes taxable capital gains.

Generally, transfers between classes of Units are not dispositions for tax purposes. However, Limited Partners should consult with their own tax advisors regarding any tax implications of exchanging or transferring between classes of Units.

In general, the adjusted cost base of a Unit to a Limited Partner is the subscription price of the Unit plus the Limited Partner's share of any income of the Partnership for any fiscal period ending before that time, less (i) the Limited Partner'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 the Limited Partner's "limited partnership loss" in respect of the Partnership, such losses will reduce the Limited Partner's adjusted cost base of his or her Units only to the extent they have been previously deducted), and (ii) any distributions made to the Limited Partner by the Partnership. The adjusted cost base could become a negative amount in the event that the total of the reductions referred to above exceeds the additions. If the adjusted cost base of a Limited Partner's Unit is negative at the end of any fiscal year of the Partnership, then the Limited Partner must recognize at that time a capital gain equal to such negative amount, one-half of which would be taxable. The adjusted cost base of the Limited Partner's Unit would then be nil. A Limited Partner who

is considering disposing of Units during a fiscal period of the Partnership should obtain tax advice before doing so since ceasing to be a Limited Partner 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 Limited Partners, as a result of the limitation in deducting such losses under the "at risk" rules, a Limited Partner will not normally have a negative adjusted cost base for his or her Units. The adjusted cost base of each Unit will be subject to the averaging provisions contained in the Tax Act.

A redemption of Units will be treated as a disposition for purposes of Tax Act. As described under "Distributions and Computation and Allocation of Net Profits or Net Losses", where Units are redeemed by one or more Limited Partners 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 which are purchased or redeemed throughout such fiscal year, the class and/or series of such Units, the tax basis of such Units, the fees payable by the Partnership in respect of each such class and/or 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 General Partner. 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 and/or the following 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 tax day of such fiscal year pursuant to proposed 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 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 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.

Dissolution of the Partnership

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

Financing Costs

Subject to the Proposed Amendment (discussed below), under current law, reasonable interest expense incurred by a Limited Partner on funds borrowed for the purpose of acquiring Units will generally be deductible in the year that it is paid or payable (depending on the method regularly followed by the Limited Partner in computing his or her income) provided that the Limited Partner continues to own, throughout the period during which the interest accrues, all the Units so acquired with the borrowed funds and that the Partnership has not made any distribution to the Limited Partner of Partnership capital. Any compound interest is only deductible when paid. See the discussion below under "Proposed Loss Limitation Rules".

Non-Eligibility for Investment by Deferred Income Plans

Units are not "qualified investments" under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans or tax-free savings accounts.

Class I and Class J Unit Management Fees

Management Fees paid by Limited Partners on Class I and Class J Units directly to the Manager may not be deductible for tax purposes. Limited Partners should consult with their own tax advisors regarding any tax implications of such fees.

Filing Requirements

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

Alternative Minimum Tax

The Tax Act requires that individuals (including certain trusts) compute an alternative minimum tax ("AMT") at a rate of 15% on the amount by which "adjusted taxable income" exceeds $40,000. An individual will be liable for AMT if the individual's AMT exceeds his or her tax otherwise payable for a taxation year. In computing his or her adjusted taxable income, a taxpayer must include, among other things, all taxable dividends (without application of the gross-up), and 80% of net capital gains. Furthermore, various deductions and credits are not allowed and certain amounts that are not otherwise included in taxable income are included for the purpose of computing adjusted taxable income, including all losses deducted by an individual limited partner in respect of such individual's limited partnership interests and associated carrying charges. To the extent the AMT of an individual exceeds income tax otherwise payable for a particular year, the difference may be deducted in the seven years following the year in computing tax otherwise payable for any such year, but only to the extent an individual's liability otherwise computed exceeds the individual's AMT for that year.

Accordingly, any losses of the Partnership which are allocated to a Limited Partner and associated carrying charges must be included in computing adjusted taxable income for AMT purposes. In addition, 80% of any capital gain allocated to a Limited Partner or arising upon a disposition by a Limited Partner of their Units (or a deemed capital gain arising from a negative adjusted cost base) must be included in computing adjusted taxable income. Consequently, the AMT of a Limited Partner may exceed his or her income tax otherwise computed, depending on the sources of income of the Limited Partner and the various expenses incurred, with the effect that a portion of the income of a Limited Partner against which any such Partnership losses are deducted may become subject to income tax. Prospective investors are urged to consult their tax advisors to determine the impact of AMT.

Potential U.S. Withholding Tax

Effective January 1, 2014, pursuant to U.S. tax legislation generally referred to as the "Foreign Account Tax Compliance Act" ("FATCA"), "foreign investment entities" (as defined for FATCA purposes) will generally be required to comply with certain reporting requirements in order to avoid a 30% U.S. withholding tax on certain U.S. source payments. The FATCA rules include proposed U.S. Treasury Regulations.

The Partnership appears to be subject to FATCA since it will be engaged primarily in the business of investing in securities. If FATCA withholding did apply, dividends, interest, proceeds of disposition or other amounts paid to or distributed to the Partnership that are directly or indirectly attributable to a U.S. source could potentially be subject to the 30% U.S. withholding tax at the time that they are paid to the Partnership. In order to avoid this tax, the Partnership would be required to request and obtain certain information from Limited Partners and (where applicable) their beneficial owners, including information regarding their citizenship, and to furnish such information and documentation to the CRA or the U.S. Internal Revenue Service. If the Partnership was unable to comply with these requirements, the imposition of the 30% U.S. withholding tax would affect the Net Asset Value of the Partnership and could result in reduced investment returns to all Limited Partners (even those who are not U.S. citizens or U.S. residents). If FATCA does apply to the Partnership and a particular Limited Partner does not provide the information necessary for the Partnership to comply with these requirements, the Partnership may redeem the Units held by such Limited Partner. In addition, the administrative costs arising from compliance with FATCA may also cause an increase in the operating expenses of the Partnership.

Risk Factors

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

Risks Associated with an Investment in the Partnership

Limited Operating History for the Partnership

Although all persons involved in the management of the Partnership and the service providers to the Partnership have had long experience in their respective fields of specialization, it has to be considered

that the Partnership has a limited operating and performing history upon which prospective investors can evaluate the Partnership's performance.

Distributions and Allocations

The Partnership is not required to distribute its Net Profits. If the Partnership has income for Canadian federal income tax purposes for a fiscal year, such income will be allocated to the Limited Partners in accordance with the provisions of the Limited Partnership Agreement as described under "Distributions and Computation and Allocation of Net Profits or Net Losses" and will be required to be included in computing their income for tax purposes, irrespective of the fact that cash may not have been distributed to Limited Partners. Allocations for tax purposes to a particular Limited Partner may not correspond to the economic gains and losses which such Limited Partner may experience.

Class Risk

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

Possible Loss of Limited Liability

The Partnership may, by virtue of this offering or otherwise, be carrying on business in Offering Jurisdictions other than the jurisdiction under which it was formed. The Partnership is or will become registered as an extra-jurisdictional limited partnership in those Offering Jurisdictions where the Partnership has been advised that it will be carrying on business by virtue of this offering or otherwise and where there is provision for registration as an extra-jurisdictional limited partnership in those Offering Jurisdictions. However, there is a risk that Limited Partners may not be afforded limited liability in such Offering Jurisdictions to the extent that principles of conflicts of law recognizing the limitation of liability of Limited Partners have not been authoritatively established with respect to limited partnerships formed under laws of one jurisdiction but carrying on business in another jurisdiction. See "Liability of Limited Partners and Registration of the Partnership" earlier in this Offering Memorandum.

Repayment of Certain Distributions

Other than with respect to the possible loss of limited liability as outlined above, no Limited Partner shall be obligated to pay any additional assessment on the Units held or subscribed. However, if the available assets of the Partnership are insufficient to discharge obligations to creditors incurred by the Partnership, the Partnership may have a claim against a Limited Partner for the repayment of any distributions or returns of contributions received by such Limited Partner (including upon redemption of Units), to the extent that such obligations arose before the distributions or returns of contributions sought to be recovered by the Partnership. In the Limited Partnership Agreement, each Limited Partner agrees to repay to the Partnership any such amount for which such Limited Partner could be liable pursuant to applicable limited partnership legislation upon the request of the General Partner. A Limited Partner who transfers his or her Units remains liable to make such repayments, irrespective of whether his or her transferee

becomes a substituted Limited Partner. See "Liability of Limited Partners and Registration of the Partnership" earlier in this Offering Memorandum.

Limited Partners Not Entitled to Participate in Management

Limited Partners are not entitled to participate in the management or control of the Partnership or its operations. Limited Partners do not have any input into the Partnership's trading. The success or failure of the Partnership will ultimately depend on the investment of the assets of the Partnership by the Manager whom the Limited Partners will not have any direct dealings.

Dependence of Manager on Key Personnel

The Manager depends, to a great extent, on the services of a limited number of individuals in the management and administration of the Partnership. The loss of such services for any reason could impair the ability of the Manager to perform its management and administrative activities on behalf of the Partnership.

Reliance on Manager

The Partnership relies on the ability of the Manager to manage and administer the Partnership. There can be no assurance that satisfactory replacements for the Manager will be available, if needed. Termination of the Management Agreement will not terminate the Partnership, but will expose investors to the risks involved in whatever new management and administrative arrangements the General Partner is able to negotiate for and on behalf of the Partnership.

Limited Ability to Liquidate Investment

There is no formal market for the Units and one is not expected to develop. Accordingly, it is possible that Limited Partners may not be able to resell their Units other than by way of redemption of their Units on a Valuation Date which is only available subject to the limitations described under "Redemption of Units". Holders of Units may not be able to liquidate their investment in a timely manner and Units may not be readily accepted as collateral for a loan. This offering of Units is not qualified by way of prospectus, and consequently the resale of Units is subject to restrictions under applicable securities legislation.

Possible Effect of Redemptions

Substantial redemptions of Units could require the Partnership to liquidate investments more rapidly than otherwise desirable to raise the necessary cash to fund redemptions and to achieve a market position appropriately reflecting a smaller asset base. Such factors could adversely affect the value of the Units redeemed and of the Units that remain outstanding.

Tax Liability

Each Limited Partner is taxable in respect of the income of the Partnership allocated to him or her. Income will be allocated to Limited Partners according to the terms of the Limited Partnership Agreement and without regard to the acquisition price of such Units. Limited Partners may have an income tax liability in respect of profits not distributed.

The income or loss of the Partnership will be computed as if the Partnership were a separate person resident in Canada. CRA has stated that it will permit certain taxpayers to report their gains and losses

from commodities-related transactions as capital gains and losses (rather than as ordinary income or losses from a business), but has also stated that it will not extend such treatment to a partnership whose prime activity is trading in commodities or commodities futures where the facts support the proposition that the partnership is carrying on a business of trading such items. CRA's administrative practices with respect to trading activities (other than commodities) to be undertaken by the Partnership may be applied in a similar manner. In the event that the Partnership treats certain of its gains and losses from trading in equities and equity derivative securities as giving rise to capital gains and capital losses, it is possible that CRA may recharacterize such gains and losses as being on income account.

Charges to the Partnership

The Partnership is obligated to pay Management Fees, brokerage commissions, and legal, accounting, filing and other expenses regardless of whether the Partnership realizes profits. In addition, the Partnership will allocate Net Profits to the General Partner in respect of a fiscal year, as described under the heading "Distributions and Computation and Allocation of Net Profits or Net Losses".

Potential Indemnification Obligations

Under certain circumstances, the Partnership might be subject to significant indemnification obligations in respect of the General Partner, the Manager or certain parties related to them. The Partnership will not carry any insurance to cover such potential obligations and none of the foregoing parties will be insured for losses for which the Partnership has agreed to indemnify them. Any indemnification paid by the Partnership would reduce the Net Asset Value of the Partnership and, by extension, the Net Asset Value per Unit for each class of Units.

Not a Public Mutual Fund

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

Changes in Investment Strategies

The Manager may alter its investment strategies without the prior approval of the Limited Partners if the General Partner and the Manager determine that such changes are in the best interests of the Partnership.

Valuation of the Partnership's Investments

Valuation of the Partnership's portfolio securities and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value of the Partnership could be adversely affected. Independent pricing information may not at times be available regarding certain of the Partnership's portfolio securities and other investments. Valuation determinations will be made in good faith in accordance with the Limited Partnership Agreement. The Partnership may 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 designated by the Partnership to any such investment differs from its 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 Limited Partner who redeems all or part of his or her Units while the Partnership holds such investments will be paid an amount less than such Limited Partner would otherwise be paid if the actual value of such investments is higher than the value

designated by the Partnership. Similarly, there is a risk that such Limited Partner might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the Partnership. In addition, there is risk that an investment in the Partnership by a new Limited Partner (or an additional investment by an existing Limited Partner) could dilute the value of such investments for the other Limited Partners if the actual value of such investments is higher than the value designated by the Partnership. Furthermore, there is a risk that a new Limited Partner (or an existing Limited Partner that makes an additional investment) could pay more to purchase Units than he or she might otherwise be required to pay if the actual value of such investments is lower than the value designated by the Partnership. The Partnership does not intend to adjust the Net Asset Value per Unit of any class of Units retroactively.

Lack of Independent Experts Representing Limited Partners

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

No Involvement of Unaffiliated Selling Agent

The General Partner and Manager 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 Partnership or the background of the General Partner and Manager.

Speculative Investment

AN INVESTMENT IN THE PARTNERSHIP MAY BE DEEMED SPECULATIVE AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. A SUBSCRIPTION FOR UNITS SHOULD BE CONSIDERED ONLY BY PERSONS FINANCIALLY ABLE TO MAINTAIN THEIR INVESTMENT AND WHO CAN BEAR THE RISK OF LOSS ASSOCIATED WITH AN INVESTMENT IN THE PARTNERSHIP. INVESTORS SHOULD REVIEW CLOSELY THE INVESTMENT OBJECTIVE, STRATEGIES AND RESTRICTIONS TO BE UTILIZED BY THE PARTNERSHIP AS OUTLINED HEREIN TO FAMILIARIZE THEMSELVES WITH THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE PARTNERSHIP.

Risks Associated with the Partnership's Underlying Investments

General Economic and Market Conditions

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

Although the Partnership's investment strategy is generally countercyclical, economic slowdowns or downturns could lead to financial losses in the Partnership's portfolio. The risk inherent in the investments made by the Partnership include those associated with investments in debt securities, including the risk

that the financial condition of the issuer may become impaired or that the general condition of the market may deteriorate causing a decrease in the value of collateral assets underlying the Partnership's investments.

Unspecified Investments

As of the date of this Offering Memorandum, the Partnership has not made or committed to make any investments. No assurance can be given that the Partnership will be successful in obtaining suitable investments or, if such investments are made, that the objectives of the Partnership will be achieved. Prospective investors will be unable to evaluate the economic merit of any future investment that may be acquired. Investors must rely entirely on the judgement of the Manager and its affiliates with respect to the selection and acquisition of investments for the Partnership.

Competitive Environment

The Partnership will operate in a competitive environment in which there will be a significant degree of uncertainty in identifying and completing investment transactions in investments. There may be other investment vehicles that have similar or identical objectives that will target similar investments as the Partnership. The Partnership will compete for the acquisition of investments with many other investors, some of which will have better market information, better access to deal flow, and greater resources than those of the Partnership. There may be intense competition for investments of the type in which the Partnership intends to invest, and such competition may result in less favourable investment terms than would otherwise be the case. There can therefore be no assurance that the investments ultimately acquired by the Partnership will meet all of its investment objective or that the Partnership will invest all of its available capital.

Illiquidity of Underlying Investments

Due to the nature of the Partnership's investment strategy and portfolio, certain investments may have to be held for a substantial period of time before they can be liquidated to the Partnership's greatest advantage or, in some cases, at all. The Partnership will generally hold investments that are illiquid and for which no ready market exists. Illiquid investments carry the risk that a buyer may not be found for such investments. Also, certain of the investments owned by the Partnership may be subject to legal or contractual restrictions which may impede the Partnership's ability to dispose of its investments which it might otherwise desire to do. To the extent that there is no liquid trading market for these investments, the Partnership may be unable to liquidate these investments or may be unable to do so at a profit.

Non-Controlling Investments

The Partnership will generally hold non-controlling and non-equity interests in borrowers and, therefore, will have no voting rights and limited ability to control the investment policies of such borrowers. However, as a condition of investment in a borrower, the Partnership expects to seek appropriate supervisory and reporting rights, affirmative and restrictive covenants, and control over certain cash flows and bank accounts.

Joint Ventures and Co-Investments

The Partnership may enter into joint venture or co-investment arrangements with other entities when making investments, which may include other vehicles or accounts organised or sponsored by the Manager or its affiliates. These may involve incentive-based management agreements. The Manager may, from time to time, in its sole discretion, offer Limited Partners or third parties opportunities to co-invest with the Partnership in particular investments. Co-investment opportunities may result in additional benefits for those who so invest. As the Manager retains discretion as to how co-investment opportunities are allocated among Limited Partners, the benefits of an investment in which the Manager has made co-investment opportunities available will be received only by the Limited Partners selected by the Manager for such opportunities and not by any of the other Limited Partners.

Litigation

Litigation can and does occur in the ordinary course of the management of an investment portfolio. The Partnership may be engaged in litigation both as plaintiff and as a defendant. In certain cases, borrowers may bring claims and/or counterclaims against the Partnership, the Manager, and/or its respective principals and affiliates. The expense of defending against claims made against the Partnership by third parties and paying any amounts pursuant to settlements or judgments would, to the extent that the Partnership has not been able to protect itself by indemnification or other rights against the portfolio companies, be borne by the Partnership and reduce the Net Asset Value of the Partnership. In recent years, certain judicial decisions have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed "lender liability"). Generally, lender liability is founded upon the premise that an institutional lender has violated a fiduciary duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in creating a fiduciary duty owed to the borrower or its other creditors or shareholders. Due to the nature of the Partnership's investments, the Partnership could be subject to allegations of lender liability.

Fixed Income Securities

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

Equity Securities

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

Possible Correlation With Traditional Investments

Although the Partnership's portfolio will not typically be comprised of a material amount of equity securities, there can be no assurance that the performance of the Partnership will not, in fact, be positively correlated to the performance of traditional stock and bond investments, especially if multiple markets move in tandem, thereby reducing the overall portfolio benefits of an investment in the Partnership.

Idle Cash

While the Manager will typically endeavour to keep the assets of the Partnership invested, there may be periods of time when the Partnership has a significant portion of its assets in cash or cash equivalents. The investment return on such "idle cash" may not meet the overall return objective the Manager seeks for the Partnership.

Currency Risk

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

To the extent that the Partnership directly or indirectly holds assets in local currencies, the Partnership will be exposed to a degree of currency risk which may adversely affect performance. Changes in foreign currency exchange rates may affect the value of investments in the Partnership. In addition, the Partnership will incur costs in connection with conversions between various currencies. The Partnership may seek to hedge the foreign currency exposure, but such hedging strategies may not necessarily be available or effective and may not always be employed, since the Partnership may choose to enhance returns through direct currency exposure.

Foreign Investment Risk

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

Risks Associated with Special Techniques

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

Leverage

While the use of leverage is not necessary for the Partnership to achieve its investment objective, the Partnership may pledge its assets in order to borrow funds for investment and other purposes. The use of leverage may increase the return on invested capital, but it may also create a greater potential for loss.

There can be no assurance that the Partnership, in incurring debt, will be able to meet its loan obligations. Leverage is a speculative technique which may expose the Partnership to greater risk and increase its costs. Increases and decreases in the value of the Partnership's portfolio will be magnified when the Partnership uses leverage. If leverage is employed, the Net Asset Value per Unit for each class of Units will be more volatile, and the return to Limited Partners will tend to fluctuate with changes in the short term interest rates on the leverage. The Partnership will pay, and the Limited Partners will bear, any costs and expenses associated with any leverage. Any decline in the Partnership's portfolio and ultimately the Net Asset Value of the Partnership will be borne entirely by the Limited Partners.

Concentration

Although the Partnership is subject to certain investment restrictions, the Manager may take more concentrated securities positions than a typical investment fund or concentrate investment holdings in specialized industries, market sectors, countries or in a limited number of issuers. Investment in this Partnership involves greater risk and volatility since the performance of one particular industry, market sector, country or issuer could significantly and adversely affect the overall performance of the entire Partnership.

Hedging

The Partnership does not intend to actively hedge currency risk for units denominated in US dollars. Units denominated in US currency are expected to have minimal currency risk as the majority of the fund's assets will also be denominated in US currency. Units denominated in Canadian dollars will be hedged in order to minimize currency risk. Those units will bear the cost of hedging.

Indebtedness

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

Conflicts of Interest

The Manager intends to establish an independent review committee ("IRC") for the Partnership, to whom the Manager must refer all conflict of interest matters for its review or approval, if necessary. The Manager has established written policies and procedures for dealing with conflict of interest matters, maintaining records in respect of these matters and providing assistance to the IRC in carrying out its functions. The IRC is comprised of a minimum of three independent members, and is required to conduct regular assessments and provide reports to the Manager in respect of its functions. The fees and expenses of the IRC are borne and shared by all the Partnership, including expenses associated with insuring and indemnifying each IRC member.

Various potential conflicts of interest exist between the Partnership and the General Partner, and the Manager. These potential conflicts of interest may arise as a result of common ownership and certain common directors, officers and personnel and, accordingly, will not be resolved through arm's length

negotiations but through the exercise of judgment consistent with fiduciary responsibilities to the Partnership and its Limited Partners generally.

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

In executing their respective duties on behalf of the Partnership, the Manager will be subject to the provisions of the Management Agreement will be subject to its Code of Ethics established by the Manager (current dated January, 2014 and as may be amended, supplemented or modified from time to time) a copy of which is available for review by Limited Partners upon request at the offices of the General Partner, which provide that the Manager will exercise its respective duties in good faith and with a view to the best interests of the Partnership and its Limited Partners**.**

Interest of Management and Others in Material Transactions

Certain directors, officers and employees of the Manager may purchase and hold Class E Units from time to time. The General Partner and the Manager may receive compensation and/or reimbursement of expenses from the Partnership as described under "The General Partner" and "The Manager", respectively.

Material Contracts

The only material contracts of the Partnership are as follows:

(i) the Limited Partnership Agreement referred to under "The Limited Partnership Agreement" including any amendments thereto (copies of which are attached as Appendix 1);
(ii) the Management Agreement referred to under "The Manager"; and
(iii) the Custodial Agreement referred to under "The Custodian".

Proceeds of Crime (Money Laundering) Legislation

In order to comply with federal legislation aimed at the prevention of money laundering, the Partnership may require additional information concerning each Limited Partner. If, as a result of any information or other matter which comes to the General Partner's, or the Manager's attention, any director, partner, officer or employee of the General Partner, or the Manager, or their respective professional advisors, knows or suspects that an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada and such report shall not be treated as a breach of any restriction upon the disclosure of confidential information imposed by law or otherwise.

Privacy Policy

In connection with the offering and sale of Units, personal information (such as address, telephone number, social insurance number, birth date, assets and/or income information, employment history and credit history, if applicable) about each Limited Partner is collected and maintained. Such personal information is collected to enable the General Partner or the Manager to provide Limited Partners with services in connection with their investment in the Partnership, to meet legal and regulatory requirements and for any other purpose to which Limited Partners may consent in the future. The General Partner and the Manager will comply and act in accordance with the terms and conditions of the Partnership's privacy policy and the Manager's privacy policy. A copy of the Partnership's privacy policy will be made available to Limited Partners upon request, and the Manager's privacy policy may be found on its website at •. Investors are encouraged to review these privacy policies.

Purchasers' Rights of Action for Damages or Rescission

Securities legislation in certain provinces and territories of Canada provides purchasers of Units under this Offering Memorandum with, in addition to any other right they may have at law, rights of action for damages or rescission, or both, where this Offering Memorandum, any amendments thereto, and, in certain cases, advertising and sales literature used in connection with the offering of the Units, contains a misrepresentation.

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

In some provinces and territories of Canada, a purchaser may have has a statutory rights of action or rescission which are described below. In certain provinces, no statutory rights exist but a contractual right of action is offered where the Partnership is required to do so by securities legislation or where the Partnership has determined to do so on a voluntary basis. Any statutory rights of action for damages or rescission described below are in addition to, and without derogation from, any other right or remedy available at law to the purchaser and are subject to the defences contained in those laws. These rights must be exercised by the purchaser within the time limits set out below. The following is a general summary and Purchasers should refer to the applicable provisions of the securities legislation of their province or territory for the particulars of these rights and/or consult with a legal advisor.

Two Day Cancellation Right

An investor may cancel its agreement to purchase Units by sending a written notice to the General Partner by midnight on the second business day after the date on which the investor's subscription agreement was signed.

Statutory Rights of Action in the Event of a Misrepresentation

Rights for purchasers in Ontario

If this Offering Memorandum contains a Misrepresentation, which was a Misrepresentation during the period of distribution, each purchaser in Ontario will be deemed to have relied upon the Misrepresentation and will have a right of action for damages or alternatively, while still the owner of any of the Units purchased by the purchaser , 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 person or company will 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 person or company 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; and
c) in no case will the amount recoverable in any action exceed the price at which the securities were offered under this Offering Memorandum.

No action may be commenced more than:

a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action; or
b) in the case of any action other than an action for rescission, the earlier of:
    a. 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or
    b. 3 years from the date of the transaction that gave rise to the cause of action.

Rights for purchasers in Manitoba

If this Offering Memorandum contains a Misrepresentation, each purchaser in Manitoba to whom this Offering Memorandum has been sent or delivered and who purchases Units, will be deemed to have relied upon such Misrepresentation if it was a Misrepresentation at the time of purchase, and the purchaser has a right of action for damages against the Partnership, and, subject to certain additional defences, against directors of the General Partner and persons who have signed this Offering Memorandum, but may elect instead to exercise a right of rescission against the Partnership, in which case the purchaser will have no right of action for damages against the Partnership, directors of the General Partner or persons who have signed this Offering Memorandum, provided that, among other limitations:

a) in an action for rescission or damages, no person or company will be liable if it proves that the purchaser purchased Units with knowledge of the Misrepresentation;
b) in an action for damages, the Partnership will not be held 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; and
c) in no case will the amount recoverable under the right of action described above exceed the price at which the Units were offered.

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

a) 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 and before the purchase of Units by the purchaser , on becoming aware of any Misrepresentation in the Offering Memorandum, or amendment thereto, the person or company withdrew the person's or company's consent to the Offering Memorandum, or amendment thereto, and gave reasonable general notice of the withdrawal and the reason for it; or
c) with respect to any part of the Offering Memorandum purporting to be made on the authority of an expert, or 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: (i) there had been a Misrepresentation, or (ii) the relevant part of the Offering Memorandum (A) did not fairly represent the report, opinion or statement of the expert, or (B) 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 Partnership is 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, opinion or statement of an expert, unless the person or company: (i) failed to conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no Misrepresentation; or (ii) believed that there had been a Misrepresentation.

In addition, no action shall be commenced to enforce these rights more than:

a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
b) in the case of any action, other than an action for rescission, the earlier of: (i) 180 days after the date on which the purchaser first had knowledge of the facts giving rise to the cause of action or (ii) 2 years after the date of the transaction that gave rise to the cause of action.

Rights for purchasers in Saskatchewan

If the Offering Memorandum or advertising or sales literature used in connection therewith delivered to an purchaser resident in Saskatchewan contains a Misrepresentation, an purchaser will be deemed to have relied upon that Misrepresentation and will have a right of action for damages against the Partnership, the promoters and "directors" (as defined in *The Securities Act, 1988* (Saskatchewan)) of the Partnership, every person or company whose consent has been filed with this Offering Memorandum, but only with respect to reports, opinions or statements that have been made by them, every person who signed this Offering Memorandum or any amendment thereto, and every person who or company that sells the Units on behalf of the Partnership under this Offering Memorandum. Alternatively, a purchaser may elect to exercise a right of rescission against the Partnership.

In addition, where an individual makes a verbal statement to a prospective purchaser that contains a Misrepresentation relating to the Units and the verbal statement is made either before or contemporaneously with the purchase of the Units, the purchaser has a right of action for damages against the individual who made the verbal statement.

No persons or company is liable, nor does a right of rescission exist, where the persons or company proves that the purchaser purchased the Units with knowledge of the Misrepresentation. In an action for damages, no persons or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the Misrepresentation relied on.

No action shall be commenced to enforce these rights more than:

a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
b) In the case of any action, other than an action for rescission, the earlier of one year after the purchaser first had knowledge of the facts giving rise to the cause of action or six years after the date of the transaction that gave rise to the cause of action.

The Partnership shall amend the Offering Memorandum if the distribution of Units has not been completed and (i) there is a material change in the affairs of the Partnership (ii) it is proposed that the terms or conditions of the offering described in the Offering Memorandum be altered, or (iii) Units are to be distributed in addition to the Units previously described in the Offering Memorandum. A purchaser that receives an amended Offering Memorandum has the right to withdraw from the agreement to purchase the Units by delivering a notice to the person who or company that is selling the Units, indicating the purchaser's intention not to be bound by the purchase agreement. A purchaser must deliver the notice of withdrawal within two business days after receiving the amended Offering Memorandum.

These rights are (i) in addition to and do not derogate from any other right the purchaser may have at law; and (ii) subject to certain defences as more particularly described in *The Securities Act, 1988* (Saskatchewan).

Rights for purchasers in Alberta and British Columbia

If this Offering Memorandum contains a Misrepresentation, which was a Misrepresentation during the period of distribution, an purchaser in Alberta or British Columbia will be deemed to have relied upon the Misrepresentation and will have a right of action for damages or alternatively, while still the owner of any

of the Units purchased by the purchaser , 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 person or company will 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 person or company 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; and
c) in no case will the amount recoverable in any action exceed the price at which the securities were offered under this Offering Memorandum.

No action may be commenced more than:

a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action; or
b) in the case of any action other than an action for rescission, the earlier of:
    a. 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or
    b. 3 years from the date of the transaction that gave rise to the cause of action.

General

The rights of action for rescission or damages described herein are in addition to and without derogation from any right the purchaser may have at law.

The foregoing summaries are subject to the express provisions of the securities legislation in effect in the applicable provinces and territories and the rules and regulations thereunder, and reference is made thereto for the complete text of such provisions.

Date and Certificate Page

This Offering Memorandum does not contain a misrepresentation.

Dated this 1st day of August, 2021.

BY THE LIMITED PARTNERSHIP

Kiwi Business Credit Fund L.P., by its General Partner,
KIWI GENPAR II INCORPORATED

Per: _____

KIWI GENPAR II INCORPORATED

Per: _____

Appendix 1- Limited Partnership Agreement

Appendix 2 - Investment Policy Statement at August 1, 2021