CONFIDENTIAL OFFERING MEMORANDUM

No. _____

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

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

Continuous Offering **October 15, 2018**

BRIDGING INCOME RSP FUND

Class A, Class F and Class I trust units (collectively, the "**Units**") of Bridging Income RSP Fund (the "**Fund**") are being offered on a private placement basis pursuant to exemptions from the prospectus requirements and, where applicable, the registration requirements under applicable securities legislation. Units are being offered on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a minimum initial subscription amount of $5,000 if the subscriber qualifies as an "accredited investor" under applicable securities legislation. If the subscriber does not qualify as an "accredited investor" then the minimum initial subscription amount for Units is $150,000 pursuant to the "minimum amount investment" exemption under National Instrument 45-106 – *Prospectus Exemptions* ("**NI 45-106**"); provided that such subscriber is (i) not an individual, and (ii) not created or used solely to rely on the "minimum amount investment" exemption. Bridging Finance Inc. ("**BFI**"), the manager of the Fund, 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 amended and restated trust agreement dated as of October 15, 2018 (the "**Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time) as at the relevant Valuation Date (as hereinafter defined). Units are only transferable with the consent of BFI and in accordance with applicable securities legislation.

Units are subject to restrictions on resale under applicable securities legislation, unless a further statutory exemption may be relied upon by the investor or an appropriate discretionary order is obtained from the appropriate securities regulatory authorities pursuant to applicable securities legislation. As there is no market for the Units, it may be difficult or even impossible for a subscriber to sell them other than by way of a redemption of their Units on a Valuation Date. Units may be redeemed at their Net Asset Value per Unit for the applicable class (determined in accordance with the Trust Agreement at the close of business on a Valuation Date, provided the request for redemption is submitted to BFI at least 30 calendar days prior to such Valuation Date.

The Units offered hereby are distributed exclusively by the Fund by way of a private placement. Investors should carefully review the risk factors outlined in this Offering Memorandum. Investors are urged to consult with an independent legal advisor prior to signing the subscription form for the Units which accompanies this Offering Memorandum. Investors relying on this Offering Memorandum must comply with all applicable securities legislation with respect to the acquisition or disposition of Units.

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SUMMARY

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

The Fund:	Bridging Income RSP Fund (the "**Fund**") is an open-ended unincorporated investment trust established under the laws of the Province of Ontario pursuant to a trust agreement dated as of February 27, 2015, as amended and restated as of January 1, 2016, as further amended and restated as of June 30, 2016 and as further amended and restated as of October 15, 2018 (the "**Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time. See "The Fund".
The Manager:	Bridging Finance Inc. ("**BFI**" or the "**Manager**") is the manager of the Fund. BFI is a corporation formed and organized under the laws of Canada. Pursuant to an amended and restated management agreement dated effective October 15, 2018 (the "**Management Agreement**"), BFI is responsible for the day-to-day business and administration of the Fund. In addition to the Management Fees, other fees payable by the Fund and the Partnership (as defined below) to the Manager are described under "Fees and Expenses". See "Management of the Fund".
The Trustee:	Pursuant to the Trust Agreement, RBC Investor & Treasury Services (in such capacity, the "**Trustee**") is the trustee of the Fund. The Trustee is a trust company organized under the federal laws of Canada. See "Trustee".
Investment Objective and Strategy of the Fund:	The investment objective of the Fund is to provide investors with long-term capital growth. The Fund's investment strategy will be to invest indirectly in Class I LP Units (as hereinafter defined) of Bridging Income Fund LP (the "**Partnership**"). The Fund will invest directly in units of Bridging Trust (the "**Trust**"). The Trust will in turn invest in Class I LP Units of the Partnership. See "Investment Objective and Strategy of the Fund" and "Investment Restrictions of the Fund".
The Trust:	Bridging Trust is an open-ended unincorporated investment trust established under the laws of the Province of Ontario pursuant to an amended and restated trust agreement dated October 15, 2018 (the "**BIF Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time. Pursuant to the BIF Trust Agreement, RBC Investor & Treasury Services (in such capacity, the "**BIF Trustee**") is the trustee of the Trust. The Trustee is a trust company organized under the federal laws of Canada. See "BIF Trust – The BIF Trustee". The Trust was created to permit the Fund to invest indirectly in Class I units of the Partnership ("**LP Units**"). The sole beneficiary of the Trust is the Fund. See "BIF Trust".
The Partnership:	Bridging Income Fund LP is a limited partnership organized under the laws of the Province of Ontario and governed by the provisions of a limited partnership agreement as amended and restated as of October 15, 2018 (the "**Limited Partnership Agreement**"), as the same may be further amended, restated or supplemented from time to time. The general partner of the Partnership is SB Fund GP Inc. (in such capacity, the "**General Partner**"). The General Partner has retained BFI as manager of the Partnership to provide certain portfolio management, administrative and other services to the Partnership pursuant to an amended and restated management agreement effective as of October 15, 2018 (collectively, the "**Management Agreement**"). RBC Investor & Treasury Services (the "**Administrator**") is the administrator of the Partnership. The Administrator will provide certain administrative, valuation and record-keeping

	services to the Partnership other than the administration of the Private Debt Loans (as defined herein) of the Partnership. See "Bridging Income Fund LP – The General Partner", "Bridging Income Fund LP – The Partnership Manager" and "Bridging Income Fund LP – The Administrator".
Investment Objective of the Partnership:	The investment objective of the Partnership is to achieve superior risk-adjusted returns for Limited Partners with minimal volatility and low correlation to most traditional asset classes. See "Investment Objective and Strategies of the Partnership".
Investment Strategies of the Partnership:	In general, the investment strategy of the Partnership will be to invest in an actively managed portfolio (the "**Portfolio**") comprised of loans primarily to Canadian and U.S. mid-market companies that typically borrow against the value of their inventory and account receivables or other identifiable assets (the "**Private Debt Loans**"). The Portfolio strategy involves a fundamental analysis that identifies good companies that are overlooked by the general financing community and targets diversification through asset type, investment size and industry. The collateral that the Partnership may take as security includes, but is not limited to, the following: common or preferred stock, warrants to purchase common stock or other equity interests, real estate/property, contracts, purchase orders, inventory, commodities, machinery and equipment, accounts receivable, or consumer finance transactions. The Partnership may also make incidental investments in assets such as promissory notes, convertible debentures, warrants and other "equity sweeteners" issued in connection with the primary investments. The Partnership will execute the investment strategy through the unique insight and experience of BFI and its affiliates. 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 Strategies of the Partnership", "Investment Guidelines of the Partnership" and "Investment Restrictions of the Partnership".
Investment Guidelines and Restrictions:	The Partnership has developed certain investment policies and guidelines that are described under "Investment Guidelines of the Partnership". The Partnership is also subject to a number of general investment restrictions. See "Investment Restrictions of the Partnership".
Loan Facilities of the Partnership:	The Partnership may enter into loan facilities with one or more lenders. The Manager views the loan facilities as being able to provide liquidity in the event of Limited Partner redemptions. See "Investment Objective and Strategies of the Partnership – Loan Facilities".
Allocation of Net Income or Net Loss of the Partnership:	Due to its indirect investment in the Partnership, the Fund will be impacted by the allocation of Net Income or Net Loss (as defined below) of the Partnership to the Limited Partners and to the General Partner. See "The Limited Partnership Agreement – Distributions and Computation and Allocation of Net Income or Net Losses of the Partnership".
The Offering by the Fund:	A continuous offering of Class A units, Class F units and Class I units of the Fund (collectively, the "**Units**"). There need not be any correlation between the number of Class A Units, Class F Units and Class I Units sold hereunder. The differences among the three classes of Units are the different eligibility criteria, fee structures and administrative expenses associated with each class. See "Description of Units of the Fund" and "Fees and Expenses". Each Unit represents a beneficial interest in the Fund. The Fund is authorized to issue an unlimited number of classes of Units and an unlimited number of Units in each such class. The Fund may issue fractional Units so that subscription funds may be fully invested. Each whole Unit of a particular class has equal rights to

	each other Unit of the same class with respect to all matters, including voting, receipt of distributions from the Fund, liquidation and other events in connection with the Fund. See "Description of Units of the Fund".
	Units may be purchased as at the close of business on a Valuation Date if a duly completed subscription form and the required payment reaches the Manager no later than 4:00 p.m. (Toronto time) on such Valuation Date. The issue date for subscription orders received and accepted after 4:00 p.m. (Toronto time) on a Valuation Date will be the next Valuation Date. No certificates evidencing ownership of Units will be issued to unitholders of the Fund (individually, a "**Unitholder**" and collectively, the "**Unitholders**"). See "Details of the Offering by the Fund".
Personal Investment Capital:	Certain directors, officers and employees of the Manager and/or its affiliates and associates may purchase and hold Units of the Fund, LP Units of the Partnership, and the securities of certain of the Portfolio companies from time to time. See "Interest of Management and Others in Material Transactions".
Valuation Date:	The net asset value ("**Net Asset Value**") of the Fund and the Net Asset Value per Unit of each class will be calculated on the last business day (that is, the last day on which the Toronto Stock Exchange is open for trading) of each month and on such other business day or days as BFI may in its discretion designate (each, a "**Valuation Date**").
Price:	Units will be offered at a price equal to the Net Asset Value per Unit for the applicable class of Units on each Valuation Date (determined in accordance with the Trust Agreement). See "Computation of Net Asset Value of the Fund".
Minimum Initial Subscription:	Units are being offered to investors resident in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Nunavut and Yukon (the "**Offering Jurisdictions**") pursuant to exemptions from the prospectus requirements under section 2.3 (accredited investor exemption) under National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or Section 73.3 of the *Securities Act* (Ontario), as the case may be, and section 2.10 (minimum amount investment exemption) under 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 will not be issued to individuals under section 2.10 of NI 45-106 (minimum amount investment exemption). See "Details of the Offering by the Fund".
	Units are being offered by the Fund on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a sufficient amount to meet the minimum initial subscription requirements or who are otherwise qualified investors. As at the date of this Offering Memorandum, the minimum initial subscription amount for persons relying on the "accredited investor" exemption is $5,000. The minimum initial subscription amount for persons relying on the "minimum amount investment" exemption is $150,000; provided that such subscriber is (i) not an individual, and (ii) not created or used solely to rely on the "minimum amount investment" exemption. At the sole discretion of BFI, subscriptions may be accepted for lesser amounts from persons who are "accredited investors" as defined under applicable securities legislation. See "Details of the Offering by the Fund". These minimum initial subscription amounts are net of any sales commissions payable by an investor to their registered dealer. See "Dealer Compensation".
	Subscriptions for Units are subject to acceptance or rejection in whole or in part by the Manager in its sole discretion. No subscription for Units will be accepted from a subscriber unless the Manager is satisfied that the subscription is in compliance with the requirements of applicable securities legislation.

Subscribers whose subscriptions have been accepted by the Manager will become Unitholders.

Description of Units of the Fund:

Class A Units will be issued to qualified purchasers.

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

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

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

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

Any investor who is or becomes a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) (the "**Tax Act**") or a partnership that is not a "Canadian partnership" (as defined in the Tax Act) (a "**non-Canadian partnership**") shall disclose such status to the Fund at the time of subscription (or when such status changes) and the Fund may restrict the participation of any such investor or require any such investor to redeem all or some of such investor's Units at the next Valuation Date.

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

Additional Subscriptions:

Following the required initial minimum investment in the Fund, Unitholders resident in the Offering Jurisdictions may make additional investments in the Fund of not less than $5,000 provided that, at the time of the subscription for additional Units, the Unitholder is an "accredited investor" as defined under NI 45-106. Unitholders who are not "accredited investors" nor individuals, but previously invested in, and continue to hold, Units having an aggregate initial acquisition cost or current Net Asset Value equal to $150,000, will also be

	permitted to make subsequent investments in the Fund of not less than $5,000. Subject to applicable securities legislation, the Manager, in its sole discretion, may from time to time permit additional investments in Units of lesser amounts. Unitholders subscribing for additional Units should complete the subscription form prescribed from time to time by the Manager. See "Additional Subscriptions".
Management Fees:	The Manager will receive, as compensation for providing services to the Fund, a monthly management fee (the "**Management Fee**") from the Fund attributable to Class A Units, Class F Units and, in certain circumstances described below, Class I Units. Each class of Units is responsible for the Management Fee attributable to that class. See "Fees and Expenses – Management Fees". **Class A Units:** The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2% of the Net Asset Value of the Class A Units (determined in accordance with the Trust 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 F Units:** The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1% of the Net Asset Value of the Class F Units (determined in accordance with the Trust 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 Units:** Subject to the discretion of the Manager, investors who purchase Class I Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the investor which is payable by the investor directly to the Manager; or (ii) enter into an agreement with the Fund which identifies the monthly Management Fee negotiated with the investor which is payable by the Fund to the Manager. In each circumstance, the monthly Management Fee, plus any applicable 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 as at the last business day of each month. The Fund will not pay a management fee to the Manager that to a reasonable person would duplicate a fee payable to the Manager and/or General Partner by the Partnership for the same service. In addition, the Fund will not pay any sales commissions or redemption fees for its purchase or redemption of units of the Trust or LP Units.
Target Minimum Return Risk Protection:	If the Total Return per Unit (as defined below) of a Class of Units in any fiscal year is less than the Target Minimum Return (as defined below), then the applicable portion of the Management Fee, net of any dealer fees, will be waived by the Manager in respect of such Class in order to increase the annual return to the Unitholders holding Units of such Class to not more than the Target Minimum Return. **The Target Minimum Return is not a guaranteed rate of return on an investment in Units.**
Performance Fees:	In addition to the Management Fee, the Manager is entitled to receive from the Fund an annual performance fee (the "**Performance Fee**") attributable to Class A Units, Class F Units and Class I Units of the Fund. Each such Class of Units is charged a Performance Fee, payable as follows:

If the Total Return per Unit (as defined below) in any fiscal year is positive but equal to or less than the Target Minimum Return (as defined below), then no Performance Fee will be payable in such year.

To the extent the Fund generates a Total Return per Unit in any fiscal year which is greater than the Target Minimum Return but equal to or less than the Hurdle Rate (as defined below), then 100% of such return between the Target Minimum Return and the Hurdle Rate for such fiscal year will be payable to the Manager as a Performance Fee, plus any applicable federal and provincial taxes.

To the extent the Fund generates a Total Return per Unit which is greater than the Hurdle Rate in any fiscal year and the Net Asset Value per Unit on the applicable Valuation Date exceeds the Prior High NAV (as defined below), then 20% of such return above such Hurdle Rate for such fiscal year will be payable to the Manager as a Performance Fee, plus any applicable federal and provincial taxes.

The Performance Fee is calculated on a class by class basis. The Performance Fee will be calculated and accrued monthly and paid annually upon determination on the last Valuation Date of the year. For subscriptions and redemptions other than at year-end, the performance of the Fund will be annualized for purposes of determining whether the Total Return threshold has been met.

For purposes of the foregoing allocations,

"**Hurdle Rate**" means the Target Minimum Return plus 2% per annum, subject to a maximum of 10% per annum, determined on the first business day of each fiscal year and applicable for the entire fiscal year;

"**Prime Rate**" means the annual rate of interest equivalent to the prime business rate as set by the Bank of Canada from time to time, as published on the Bank of Canada website at www.bankofcanada.ca, determined on the first business day of each fiscal year and applicable for the entire fiscal year;

"**Prior High NAV**" per Unit of a Class is the Net Asset Value per Unit of that Class on the most recent year-end Valuation Date in respect of which a Performance Fee was paid or payable with respect to such Unit (or if no Performance Fee has yet become payable with respect to such Unit, the Net Asset Value per Unit at which such Unit was issued);

"**Target Minimum Return**" means the Prime Rate plus 3.5% per annum, subject to a maximum of 8% per annum, determined on the first business day of each fiscal year and applicable for the entire fiscal year; and

"**Total Return per Unit**" means the amount equal to the percentage appreciation of the Net Asset Value per Unit, without taking into account any accrued Performance Fee, but including the amount of any distributions on a per Unit basis.

See "Fees and Expenses – Performance Fees Payable by the Fund"

Operating Expenses Payable by the Fund:

The Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Fund including, but not limited to: trustee fees and expenses; Management Fees; Performance Fees (if any); custodian, and safekeeping fees and expenses; registrar and transfer agency fees and expenses; audit, legal and record-keeping fees and expenses; communication expenses; printing and mailing expenses; all costs and expenses associated with the qualification for sale and distribution of the Units in the Offering Jurisdictions including securities filing fees (if any); investor servicing costs; costs of providing information to Unitholders (including proxy solicitation material, financial and other reports) and convening and conducting meetings of Unitholders; taxes, assessments or other governmental charges of all kinds levied against the Fund; interest expenses; and all brokerage commissions and other fees associated with the purchase and sale

	of portfolio securities and other assets of the Fund. In addition, the Fund will be responsible for the payment of all expenses associated with ongoing investor relations and education relating to the Fund. See "Fees and Expenses – Operating Expenses Payable by the Fund".
Operating Expenses of the Partnership:	Since the Fund invests directly in units of the Trust and indirectly in Class I LP Units of the Partnership, the Fund will indirectly bear the fees and expenses incurred by the Trust and the Partnership. See "Bridging Trust" and "Bridging Income Fund LP".
Sales Commission:	No sales commission is payable to the Manager in respect of Units purchased directly by a subscriber. However, registered dealers may, at their discretion, charge purchasers a front-end sales commission of up to 5% of the Net Asset Value of the Class A Units purchased by the subscriber. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be payable directly by the purchaser to their dealer. All minimum subscription amounts described in this Offering Memorandum are net of such sales commissions. See "Dealer Compensation – Sales Commission".
Service Commission:	The Manager intends to pay a monthly service commission to participating registered dealers equal to $1/12^{th}$ of 1% of the Net Asset Value of the Class A Units sold by such dealers then outstanding. Payments are calculated and paid monthly to registered dealers from the Management Fees the Manager receives from the Fund. Notwithstanding the foregoing, the Manager, in its sole discretion, reserve the right to change the frequency of payment to registered dealers of the service commission to a quarterly or annual basis. See "Dealer Compensation – Service Commission".
Distributions:	Subject to applicable securities legislation, annual distributions will be automatically reinvested in additional Units of the Class at the Net Asset Value of such Class of Units on the date of distribution, unless a Unitholder elects, by written notice to the Manager, to receive such distributions in cash. If a Unitholder does not elect to receive cash, all distributions will be automatically reinvested in additional units of the same Class at the Net Asset Value per Unit on the last Valuation Date of the fiscal year of the Fund. Investors should not confuse these distributions with the Fund's rate of return or yield. See "Distributions".
Redemption:	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 Trust Agreement) on any Valuation Date, provided the written request for redemption, in satisfactory form and all necessary documents relating thereto, is submitted to the Manager at least 30 calendar days prior to such Valuation Date. See "Redemption of Units" and "Fees and Expenses – Early Redemption Fee". Redemption requests must be received by the Manager prior to 4:00 p.m. (Toronto time) on a business day which is at least 30 calendar days prior to a Valuation Date. If a redemption request is received by the Manager at such time, Units will be redeemed at the Net Asset Value per Unit for the applicable class determined on the first Valuation Date which is at least 30 calendar days following receipt of the redemption request. The redemption amount (the "**Redemption Amount**") will be paid to the redeeming Unitholder as soon as is practicable and in any event within 30 days following the Valuation Date upon which such redemption is effective (or 60 days if such redemption date is the Fund's fiscal year-end). On direction from the Manager, the Administrator of the Fund shall hold back up to 20% of the Redemption Amount on any redemption to provide for an orderly disposition of assets. Any Redemption Amount which is held back shall

	be paid within a reasonable time period, having regard for applicable circumstances. The Administrator shall, upon any redemption of Units, deduct from the Redemption Amount an amount equal to any accrued and applicable fees and taxes payable by the Unitholder in connection with such redemption, including estimated brokerage costs incurred in the conversion of portfolio securities of the Fund into cash in order to effect the redemption. An appropriate portion of any accrued management fees payable to the Manager will also be deducted and paid to the Manager. See "Fees and Expenses – Management Fees". In the sole discretion of the Manager, payment of all or any part of any Redemption Amount may be made by the transfer of a *pro rata* portion of any portfolio securities then held by the Fund. In the event the Manager determines to pay all or any part of the Redemption Amount by the transfer of portfolio securities then held by the Fund, it shall provide the Trustee and the Unitholder with prompt notice thereof and the redeeming Unitholder shall have, and shall be advised that they have, the right to withdraw their Redemption Notice, or a portion thereof. If for any reason the Partnership does not honour a redemption request of the Trust (made as a result of a redemption request in turn being made by the Fund to satisfy a redemption request of a Unitholder), the BIF Trustee intends to satisfy such redemption request of the Fund by the transfer of a *pro rata* portion of the LP Units then held by the Trust, which in turn will be transferred by the Fund to the redeeming Unitholder in satisfaction of the Unitholder's redemption request. Such transfers will be subject to the approval of the General Partner and certain tax consequences may result. See "Canadian Federal Income Tax Considerations – Tax Exempt Unitholders". The Manager may suspend the right of Unitholders to require the Fund to redeem Units held by them and the concurrent payment for Units tendered for redemption for any period not exceeding 120 days during which the Manager determines that conditions exist which render impractical the sale of the assets of the Fund or which impair the ability of the Fund to determine the value of the assets of the Fund.
Early Redemption Fee:	The Fund may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within 90 days of their date of purchase. This early redemption fee will be deducted from the Redemption Amount otherwise payable to a Unitholder and will be paid to the Fund. No early redemption fee will be charged in respect of the redemption of Units which were acquired by a Unitholder through the automatic reinvestment of all distributions by the Fund or where the Manager requires a Unitholder to redeem some or all of the Units owned by such Unitholder. This early redemption fee is in addition to any other fees a Unitholder is otherwise subject to under this Offering Memorandum. See "Fees and Expenses – Early Redemption Fee".
Risk Factors and Conflicts of Interest:	The Fund is subject to various risk factors and conflicts of interest. **An investment in the Fund is not guaranteed and is not intended as a complete investment program.** A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Fund. Prospective investors should review closely the investment objective, strategies and restrictions to be utilized by the Fund and the Partnership as outlined herein to familiarize themselves with the risks associated with an investment in the Fund. An investment in the Fund is also subject to certain other risks. These risk factors and the Code of Ethics to be followed by the Manager to address conflicts of interest are described under "Risk Factors" and "Conflicts of Interest".

Investment Risk Level:

The Manager has identified the investment risk level of the Fund as an additional guide to help prospective investors decide whether the Fund is suitable for the investor. The Manager's determination of the risk rating for the Fund is guided by the methodology recommended by the Fund Risk Classification Task Force of the Investment Funds Institute of Canada. The Task Force concluded that the most comprehensive, easily understood form of risk is the historical volatility of a fund as measured by the standard deviation of its performance. The Manager believes the use of standard deviation as a measurement tool allows for a reliable and consistent quantitative comparison of a fund's relative volatility and related risk. Standard deviation is widely used to measure volatility of return. A fund's risk is measured using rolling one, three and five year standard deviation and comparing these values against other funds and an industry standard framework. The standard deviation represents, generally, the level of volatility in returns that a fund has historically experienced over the set measurement periods.

However, an investor should also be advised that other types of risk, both measurable and non-measurable, may exist. Additionally, just as historical performance may not be indicative of future returns, the Fund's historical volatility may not be indicative of its future volatility.

In accordance with the methodology described above, the Manager has rated the Fund as "medium".

Notwithstanding the foregoing, investors should consider this Offering Memorandum in its entirety before making an investment decision, including the risk factors set out herein. See "Risk Factors".

Canadian Federal Income Tax Considerations:

A prospective investor should consider carefully all of the potential tax consequences of an investment in the Fund and should consult with their tax advisor before subscribing for Units. For a discussion of certain income tax consequences of this investment, see "Canadian Federal Income Tax Considerations".

Eligibility for Investment by Tax Deferred Plans:

Provided the Fund qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act and the regulations thereunder (the "**Income Tax Regulations**"), Units will be "qualified investments", as defined in the Tax Act for a trust governed by a registered retirement savings plan ("**RRSP**"), a registered retirement income fund ("**RRIF**"), a registered disability savings plan ("**RDSP**"), a deferred profit sharing plan ("**DPSP**"), a registered education savings plan ("**RESP**"), a tax-free savings account ("**TFSA**") (RRSPs, RRIFs, RDSPs, DPSPs, TFSAs and RESPs are collectively referred to as "**Tax Deferred Plans**"). The Manager intends to accept subscriptions for Units for investment by Tax Deferred Plans other than RRIFs.

A fee of up to $125 may be charged for each transfer or deregistration of Units held directly with the Manager in a Tax Deferred Plan. See "Canadian Federal Income Tax Considerations – Eligibility for Investment".

Investment by IPPs:

Provided that the annuitants under individual pension plans ("**IPPs**") as defined under the Income Tax Regulations, and subject to the certification of the IPP's administrator, are not employees of the Fund, the Trust, the Partnership, the General Partner, or any person or partnership that does not deal at arms' length with any such persons or partnerships, IPPs may be permitted to invest in Units. An IPP's administrator in each case will be required to determine whether an investment in Units would be a permitted investment for the specific IPP under the *Pension Benefits Act* (Ontario), or other similar provincial or federal legislation. A fee of up to $125 may be charged for each transfer or deregistration of Units held directly with the Manager in a IPP. See "Canadian Federal Income Tax Considerations – Eligibility for Investment".

Investment by RRIF or LIF Plans:

The Manager intends to accept subscriptions for Units for investment by a RRIF or a life income fund ("**LIF**"). However, due to the nature and administration of such plans, holders of such plans are advised to consult their broker for additional

	information as to the implications relating to an investment by such plans with respect to redemptions. See "Canadian Federal Income Tax Considerations – Eligibility for Investment" and "Redemption of Units".
Year-End:	December 31
Auditors to the Fund:	KPMG LLP Toronto, Ontario
Legal Counsel to the Fund:	Wildeboer Dellelce LLP Toronto, Ontario
Custodian of the Monetary Assets of the Fund:	Bank of Montreal and RBC Investor & Treasury Services Toronto, Ontario
Custodian of the Other Assets of the Fund:	Scotiatrust Custody Services and RBC Investor & Treasury Services Toronto, Ontario
Trustee, Administrator and Record-keeper of the Fund:	RBC Investor & Treasury Services Toronto, Ontario

THE FUND

The Fund is an open-ended unincorporated investment trust. The Fund was established under the laws of the Province of Ontario pursuant to a trust agreement dated as of February 27, 2015, as amended and restated as of January 1, 2016, as further amended and restated June 30, 2016 and as further amended and restated October 15, 2018 (collectively, the "**Trust Agreement**"), as the same may be further amended, restated or supplemented from time to time.

Pursuant to the Trust Agreement, RBC Investor & Treasury Services is the trustee of the Fund. The Trustee is a trust company organized under the federal laws of Canada. The principal office of the Trustee is located at 155 Wellington Street West, 5th Floor, RBC Centre, Toronto, Ontario, M5V 3L3. See "Trustee". The Trustee is also one of the custodians of the non-monetary assets of the Fund, administrator and record-keeper of the Fund. See "Custodians" and "Administrator, Record-keeper and Fund Reporting".

BFI is the manager of the Fund. The principal business address of BFI is 77 King Street West, Suite 2925, P.O. Box 322, Toronto, Ontario, M5K 1K7 and its registered office address is 949 Wilson Avenue, Toronto, Ontario, M3K 1G2. A copy of the Trust Agreement is available for review during regular business hours at the offices of the Fund. See "Management of the Fund".

The capital of the Fund is divided into an unlimited number of Units issuable in one or more classes of Units. The Fund currently offers three classes of Units: Class A Units, Class F Units and Class I Units. Additional classes of Units may be offered in the future. See "Description of Units".

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

INVESTMENT OBJECTIVE AND STRATEGY OF THE FUND

Investment Objective

The investment objective of the Fund is to provide investors with long-term capital growth.

Investment Strategy

The Fund's investment strategy will be to invest indirectly in Class I LP Units of Bridging Income Fund LP (the "**Partnership**"). The Fund will invest directly in units of the Bridging Trust (the "**Trust**") which will in turn invest in Class I LP Units of the Partnership. See "Bridging Trust" and "Bridging Income Fund LP".

The financial instruments available for purchase and sale are not limited and shall be within the sole discretion of BFI. Some or all of the Fund's assets may from time to time be invested in cash or other investments as BFI may deem prudent in the circumstances. The business of the Fund shall include all things necessary or advisable to give effect to the Fund's investment objective.

INVESTMENT RESTRICTIONS OF THE FUND

BFI may from time to time establish restrictions with respect to the investments of the Fund including, without limitation, restrictions as to the proportion of the assets of the Fund which may be invested in the securities of issuers operating in any industry sector or in any class of investment. BFI does not anticipate imposing any restrictions with respect to the investments of the Fund other than those outlined above and under the heading "Investment Objective and Strategy of the Fund". Additional restrictions may also be

imposed in order to ensure the Fund qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act.

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

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

The foregoing disclosure of investment objective, strategy and restrictions may constitute "forward-looking information" for the purpose of applicable securities legislation as it contains statements of the intended course of conduct and future operations of the Fund. These statements are based on assumptions made by BFI of the success of its investment strategy in certain market conditions, relying on the experience of BFI's officers and employees and their knowledge of historical economic and market trends. Investors are cautioned that the assumptions made by BFI and the success of its investment strategies are subject to a number of factors. Economic and market conditions may change, which may materially impact the success of BFI's intended strategies as well as its actual course of conduct. Investors are strongly advised to read the section of this Offering Memorandum under the heading "Risk Factors" for a discussion of factors that may impact the operations and success of the Fund.

MANAGEMENT OF THE FUND

BFI

General

BFI was incorporated on January 8, 2013 under the laws of Canada. The principal business address of BFI is 77 King Street West, Suite 2925, P.O. Box 322, Toronto, Ontario, M5K 1K7 and its registered office address is 949 Wilson Avenue, Toronto, Ontario, M3K 1G2.

Directors and Officers of BFI

The name, municipality of residence, position with BFI and principal occupation of certain of the directors and officers of BFI are as follows:

Name and Municipality of Residence	Position with BFI	Principal Occupation
Natasha Sharpe Toronto, Ontario	Director and Chief Investment Officer	Chief Investment Officer of BFI
Jenny Virginia Coco Toronto, Ontario	Executive Vice-President and Director	Chief Executive Officer of Coco Paving Inc.
Rock-Anthony Coco Toronto, Ontario	Executive Vice-President and Director	President of Coco Paving Inc.

Name and Municipality of Residence	Position with BFI	Principal Occupation
David Sharpe Toronto, Ontario	Chief Executive Officer	Chief Executive Officer of BFI
Farzana Merchant Toronto, Ontario	Vice-President of Finance	Vice-President of Finance of BFI
Barry Hall, Toronto, Ontario	Senior Manager, Finance and Fund Accounting	Senior Manager, Finance and Fund Accounting of BFI
Andrew Mushore Toronto, Ontario	Chief Compliance Officer	Chief Compliance Officer of BFI

The following is biographical information for such directors and officers:

Natasha Sharpe: Natasha was previously the Chief Credit Officer for Sun Life Financial where she was responsible for creating risk policy for the company's $110-billion global portfolio of managed assets. Prior to that, Natasha held the position of Vice-President at Coopers and Lybrand and went on to spend over 10 years at BMO Financial Group where she led various teams in risk assessment and corporate finance. In 2010, Natasha was named as one of Canada's Top 40 Under 40. In 2015, Natasha was named to the Diversity 50 in Canada. Natasha is a director of private and non-profit companies. She holds a PhD and a Masters of Business Administration from the University of Toronto.

Jenny Virginia Coco: Jenny is Executive Vice-President and a Director of BFI. Jenny is the Chief Executive Officer of Coco Paving Inc., a division of the Coco Group. Jenny joined the Coco Group full time in 1987, having spent many summers learning the family business. Jenny oversees the daily management of the Canadian and U.S. operations, and is largely responsible for the negotiation of acquisitions as well as overseeing company expansions, including a concrete pipe manufacturing facility and an aggregate dock for the importing of materials, both of which have resulted in a vertical integration that has allowed Coco Paving to obtain a high degree of success in its heavy construction division. Under Ms. Coco's stewardship, Coco Group has successfully integrated five businesses and acquisitions over the last 12 years. She continues to be the liaison for private-public partnerships for the development of highway infrastructure in Ontario. Jenny has also taken an active role in the expansion of the residential and commercial divisions of the company. Jenny received a Masters of Business Administration (Finance) from the University of Windsor. Jenny has been a member of the Integrated Financial Planning Committee for the London Diocese, and has previously served on the Board of Directors of the University of Windsor and the Federal Business Development Bank of Canada.

Rock-Anthony Coco: Rocky is Executive Vice-President and a Director of BFI. Rocky is President of Coco Paving Inc., a division of the Coco Group where he oversees all activities of the Heavy Construction Division from asphalt paving to underground site servicing and concrete paving. Under Rocky's management, Coco Paving Inc. has successfully tendered and completed all MTO projects since 2004 in South Western Ontario on Highway 402 and Highway 401, encompassing over 50 kilometres of highway infrastructure. Rocky is a civil engineering graduate from the University of Windsor in 1987, and gained his license to practice as a Professional Engineer in 1991. He has been a President of the Heavy Construction Association of Windsor.

David Sharpe: David is the Chief Executive Officer, responsible for the strategic direction of the firm and ensuring sustainable growth is achieved. David has 25 years of financial services industry experience, in roles such as General Counsel, Chief Compliance Officer and Chief Risk Officer for leading financial organizations, and previously was the head of investigations for the Mutual Fund Dealers Association of

Canada. David is Chair Emeritus of First Nations University of Canada. David was a member of the Board of Governors for close to 7 years and served as Board Chair. He is a Board member of the Economic Development Corporation for Eabametoong (Fort Hope) First Nation. He is also a member of the Board of Trustees of Queen's University and is Vice-Chair of the Dean's Council at Queen's University, Faculty of Law. David is a Mohawk and member of the Mohawks of the Bay of Quinte (Tyendinaga). David is a lawyer and has been a member of the Law Society of Upper Canada since 1997. He has an LLB from Queen's University, an LLM in Securities Law from Osgoode Hall Law School and a Masters of Business Administration from the Richard Ivey School of Business, University of Western Ontario. David has also received the Professional Director Certification from the Johnson-Shoyama Graduate School of Public Policy at the University of Saskatchewan/University of Regina. In 2015, David was named to the Diversity 50 in Canada.

Farzana Merchant: Farzana is responsible for the Financial Operations, Reporting and Fund Administration of BFI. She has over a decade of experience in providing Accounting, Finance and Administration services to Pension, Mutual, Hedge and Private equity funds. Prior to joining Bridging Finance Inc., Farzana worked as a Senior Manager at SS&C Fund Services leading a team to provide operational support for various Hedge funds and Private equity funds, focusing on funds with complex strategies, products and structures. Prior to that she worked at CIBC Mellon, a leading global asset service provider supporting Mutual fund and Pension Fund operations. Farzana holds a Bachelor's degree in Commerce and a Post Graduate Diploma in Banking and Finance from the National Institute of Bank Management.

Barry Hall: Barry joined BFI in November 2017 and is responsible for managing the financial reporting of BFI and the fund accounting process of the funds managed by BFI. This includes corporate accounting, regulatory and tax reporting, monthly NAV calculations, cash management and foreign exchange hedging. Prior to joining BFI, Barry worked as an Audit Manager at Deloitte LLP in Toronto, Canada. During his time at Deloitte, Barry gained over 9 years of professional experience providing audit and assurance services to the investment management industry. Barry's experience includes the implementation of internal controls, assessment of new accounting standards and securitization accounting. Barry graduated from Queen's University with Bachelor of Commerce and is a Chartered Professional Accountant (CPA,CA).

Andrew Mushore: Andrew is Chief Compliance Officer of BFI. Andrew is responsible for the oversight of the firm's compliance system. Prior to joining BFI, Andrew was the Senior Manager, Compliance of an investment management firm in Toronto. Prior to that, Andrew was a Senior Compliance Officer at CI Financial. Andrew holds a Bachelor's degree in Finance with a minor in Economics and a Bachelor's degree in Management, from Fordham University.

Powers and Duties of the Manager

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

In particular, BFI is responsible for:

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) using its best efforts to ensure that the Fund qualifies at all times as a "unit trust" pursuant to subsection 108(2) of the Tax Act and a "mutual fund trust" pursuant to subsection 132(6) of the Tax Act;

(o) delegating any or all of the powers and duties of BFI contained in the Trust Agreement to one or more agents, representatives, officers, employees, independent contractors or other

persons without liability to BFI except as specifically provided in the Trust Agreement; and

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

Management Agreement

The Fund has retained BFI as manager of the Fund to manage the Fund's investment portfolio pursuant to an amended and restated management agreement dated as of October 15, 2018 (collectively, the "**Management Agreement**") as the same may be further amended, restated or supplemented from time to time.

Pursuant to the Management Agreement, BFI will manage the assets of the Fund in the name of the Fund with full discretionary authority as to all investments on a continuing basis subject to, and in accordance with, the provisions of the Management Agreement. BFI will manage the assets of the Fund by taking such action from time to time in connection therewith as BFI, in its sole discretion, will deem necessary or desirable for the proper investment management of the assets of the Fund at all times in compliance with the investment objective, strategy, guidelines and restrictions set forth in the Management Agreement and the Trust Agreement. In providing its services to the Fund, BFI shall have the sole responsibility to determine which securities and other investments, in its discretion, shall be purchased, held and sold by the Fund and shall execute (or cause the execution of) such agreements, documents or orders in respect of such determinations.

BFI will administer, manage and operate the day-to-day administration of the Fund, including communications with the third parties and reporting to Unitholders. BFI will also provide marketing and distribution services for the Fund, including communicating with brokers and dealers and providing general advice as to advertising and promotion.

BFI, in carrying out its duties and responsibilities pursuant to the Management Agreement, has agreed to exercise its powers and discharge the duties of its office honestly and in good faith and in the best interests of the Fund and, to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Management Agreement provides that the Manager will not be liable in any way to the Fund if it has satisfied the duties and the standard of care, diligence and skill set forth above. The Fund has agreed to indemnify BFI for any losses as a result of the performance of its duties under the Management Agreement. However, the Manager will incur liability in cases of negligence, willful misconduct, bad faith or other breach of the Management Agreement, including a breach of the Manager's standard of care set forth above.

The Management Agreement, unless terminated as described below, will continue until the date of dissolution of the Fund. The Manager may terminate the Management Agreement immediately if the Fund has been terminated or dissolved in accordance with the terms of the Trust Agreement. The Management Agreement in respect of the Manager shall terminate immediately if the Manager (i) is subject to proceedings with a governmental authority, including a Canadian securities regulatory authority, the result of which is termination, rescission, suspension or revocation of the Manager's registration under applicable securities laws or a determination that additional registrations are required, where such registration is not capable of being obtained or reinstated, (ii) has been declared bankrupt or insolvent and has entered into liquidation or winding-up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reorganization), or (iii) makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency.

In the event of the termination of BFI's engagement pursuant to the Management Agreement, the Fund shall be entitled to appoint a successor manager to provide the services previously administered by BFI, provided that such person so appointed agrees to comply with the terms and conditions of the Management Agreement, including the standard of care.

In the event of any conflict or inconsistency between the provisions of the Management Agreement and the provisions of the Trust Agreement, the provisions of the Trust Agreement shall prevail.

Fees and Expenses of the Fund

The Manager will receive, as compensation for providing services to the Fund, a monthly Management Fee from the Fund attributable to Class A Units, Class F Units and, in certain circumstances, Class I Units. Each class of Units is responsible for the Management Fee attributable to that class. Management Fees in respect of each class of Units will be calculated and payable monthly in arrears as of each Valuation Date. See "Fees and Expenses – Management Fees". In addition to the Management Fee, the Manager is also entitled to receive as additional compensation a Performance Fee in certain circumstances. See "Fees and Expenses – Performance Fees". The Fund will not pay a Management Fee and/or Performance Fee to the Manager that to a reasonable person would duplicate a fee payable to the Manager and/or the General Partner by the Partnership for the same service.

The Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Fund. See "Fees and Expenses – Operating Expenses Payable by the Fund".

Since the Fund invests directly in units of the Trust and indirectly in LP Units of the Partnership, the Fund will indirectly bear the fees and expenses incurred by the Trust and the Partnership. See "Fees and Expenses".

Standard of Care and Indemnification of the Manager

Pursuant to the Trust Agreement, BFI will exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the Fund and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

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

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

BFI and its related entities, affiliates, subsidiaries and agents, and their respective directors, partners, officers and employees and any other person will at all times be indemnified and saved harmless by the Fund from and against all legal fees, judgments and amounts paid in settlement, actually and reasonably incurred by them in connection with BFI's services provided pursuant to the Trust Agreement, provided that the Fund has reasonable grounds to believe that the action or inaction that caused the payment of the legal fees, judgments and amounts paid in settlement was in the best interests of the Fund and provided that such person or companies shall not be indemnified by the Fund where: (i) there has been negligence, wilful misconduct or dishonesty on the part of BFI or such other person; (ii) a claim is made as a result of a misrepresentation contained in any current offering memorandum or like offering documents of the Fund distributed or filed in connection with the issue of Units and officers, directors or partners of BFI have granted a contractual right of action forming part of any current offering memorandum or like offering documents of the Fund; or (iii) BFI has failed to fulfill its standard of care or other obligations as set forth in the Trust Agreement, unless in an action brought against such persons or companies they have achieved complete or substantial success as a defendant.

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

BRIDGING TRUST

The Bridging Trust (the "**Trust**") is an open-ended unincorporated investment trust established under the laws of the Province of Ontario pursuant to the BIF Trust Agreement, as the same may be further amended, restated or supplemented from time to time. The Trust was created to permit the Fund to invest indirectly in Class I LP Units of the Partnership. The sole beneficiary of the Trust is the Fund.

The Trust will, for the benefit of its unitholders, including the Fund, engage in making investments in accordance with objectives, strategies and restrictions as determined by the BIF Trustee (as defined below) from time to time. The financial instruments available for purchase and sale are not limited and shall be within the sole discretion of the BIF Trustee. Some or all of the Trust's assets may from time to time be invested in cash or other investments as the BIF Trustee may deem prudent in the circumstances. The business of the Trust shall include all things necessary or advisable to give effect to the Trust's investment objectives.

The BIF Trustee may from time to time establish investment objectives, strategies and restrictions with respect to the investments of the Trust, including, without limitation, investment objectives, strategies and restrictions as to the proportion of the assets of the Trust which may be invested in the securities of issuers operating in any industry sector or in any class of investment. These investment objectives, strategies and restrictions may be changed from time to time by the BIF Trustee to adapt to changing circumstances. The BIF Trustee will provide unitholders of the Trust with not less than 60 days prior written notice of any material changes to these investment objectives, strategies and restrictions of the Trust unless such changes are required to comply with applicable laws in which case prompt notice will be given. Additional restrictions may also be imposed in order to ensure the Trust qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act.

The BIF Trustee

Pursuant to the BIF Trust Agreement, RBC Investor & Treasury Services, has agreed to act as trustee and custodian of the Trust (in such capacity, the "**BIF Trustee**"). The BIF Trustee is a trust company formed

and organized under the laws of the Canada with its head office located at 155 Wellington Street West, 2nd Floor P.O. Box 7500, Station "A" Toronto, Ontario M5V 3L3. The principal office of the Trust is located at the office of the Manager. A copy of the BIF Trust Agreement is available for review during regular business hours at the offices of the Manager. See "Bridging Income Fund LP – The General Partner".

Subject to the BIF Trust Agreement, the BIF Trustee shall have full, absolute and exclusive power, control and authority over the assets of the Trust and over the affairs of the Trust to the same extent as if the BIF Trustee were the sole and absolute beneficial owner of the assets of the Trust in its own right, to do all such acts and things as in its sole judgment and discretion are necessary or incidental to, or desirable for, carrying out the investments and affairs of the Trust.

The BIF Trustee shall act honestly and in good faith with a view to the best interests of the Fund as a unitholder of the Trust and, in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. The BIF Trustee shall not be liable in carrying out its duties under the BIF Trust Agreement except in cases where the BIF Trustee fails to act honestly and in good faith with a view to the best interests of the Fund as a unitholder of the Trust, or to exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. Unless otherwise required by applicable law, the BIF Trustee shall not be required to give any bond, surety or security in any jurisdiction for the performance of any of its duties or obligations to the Trust. The BIF Trustee shall not be required to devote its entire time to the investments or business or affairs of the Trust.

As part of the expenses of the Trust, the BIF Trustee may pay, or cause to be paid, all reasonable fees, costs and expenses incurred in connection with the administration and management of the Trust or in connection with the discharge of any of its duties herein, including, without limitation, fees, costs and expenses of auditors, accountants, lawyers, appraisers and other agents, consultants and professional advisors employed by, or on behalf of, the Trust and the cost of reporting or giving notices to the Fund as a unitholder of the Trust. All costs, charges and expenses properly incurred by the BIF Trustee, on behalf of the Trust, shall be payable out of the assets of the Trust. The BIF Trustee shall not be entitled to any fees as compensation for its services rendered as trustee of the Trust.

Each trustee, each former trustee, each agent of the Trust and each former agent of the Trust shall be entitled to be and shall be indemnified and reimbursed out of, and to the extent of, the assets of the Trust in respect of any and all taxes, penalties or interest in respect of unpaid taxes or other governmental charges imposed upon such trustee or agent in consequence of such person's performance of such person's duties under the BIF Trust Agreement and in respect of any and all costs, charges and expenses, including amounts paid to settle an action or satisfy a judgment, reasonably incurred in respect of any civil, criminal or administrative action or proceeding to which the trustee, former trustee, agent or former agent is made a party by reason of being or having been a trustee or agent of the Trust; provided that a trustee, former trustee, agent or former agent shall not be indemnified out of the assets of the Trust in respect of unpaid taxes or other governmental charges or in respect of such costs, charges and expenses that arise out of, or as a result of, or in the course of, his or her failure to act honestly and in good faith with a view to the best interests of the Fund as a unitholder of the Trust or as a result of a breach of the standard of care set out above.

The BIF Trustee may resign as trustee of the Trust by giving written notice to the Fund not less than 90 days prior to the date when such resignation shall take effect. The BIF Trustee may be removed by the Fund at any time by notice to the BIF Trustee not less than 90 days prior to the date that such removal is to take effect; provided a successor trustee is appointed by the Fund. In the event that the Fund fails to appoint a successor trustee to the BIF Trustee, the Trust shall be terminated and dissolved upon the effective date of the resignation or removal of the BIF Trustee.

Distributions by the Trust

The BIF Trustee may declare to be payable and may make distributions to the Fund, from time to time, out of the income, net realized capital gains or the capital of the Trust or otherwise, in any year, in such amount or amounts, and on such dates as the BIF Trustee may determine. The BIF Trustee intends to re-invest distributions received from the Partnership and to purchase additional Class I LP Units in such a manner as to minimize, to the extent possible, the income and net realized capital gains of the Trust. On December 31 in each year all income and net capital gains of the Trust will be due and payable to the Fund.

Redemption by the Trust

The Fund shall be entitled to redeem its units of the Trust in the same manner and subject to the same limitations as a Unitholder may redeem Units of the Fund. See "Redemption of Units". On receipt from time to time of a redemption request from the Fund, the Trust intends to redeem its Class I LP Units to the extent necessary to fund the Fund's redemption requests.

If for any reason the Partnership does not honour a redemption request of the Trust (made as a result of a redemption request in turn being made by the Fund to satisfy a redemption request of a Unitholder), the BIF Trustee intends to satisfy such redemption request of the Fund by the transfer of a *pro rata* portion of the LP Units then held by the Trust, which in turn will be transferred by the Fund to the redeeming Unitholder in satisfaction of the Unitholder's redemption request. Such transfers will be subject to the approval of the General Partner and certain tax consequences may result. See "Canadian Federal Income Tax Considerations – Tax Exempt Unitholders".

Net Asset Value of the Trust

The Net Asset Value of the Trust and the Net Asset Value per unit of the Trust shall be determined in the same manner in which the Net Asset Value of the Fund and the Net Asset Value per Unit are determined on the relevant Valuation Date in accordance with the Trust Agreement, subject to the proviso that the value of any LP Units owned by the Trust from time to time shall be equal to the Net Asset Value per LP Unit of the applicable class on the relevant Partnership Valuation Date determined in accordance with the Limited Partnership Agreement. See "Computation of Net Asset Value of the Fund" and "The Limited Partnership Agreement".

Amendment of the BIF Trust Agreement

The BIF Trust Agreement may be amended by the BIF Trustee without the consent, approval or ratification of the Fund to: (i) ensure the Trust continues to comply with applicable laws; (ii) provide additional protection for the Fund or to preserve or clarify the provision of desirable tax treatment to the Fund; (iii) make minor corrections, or remove or cure any conflicts or inconsistencies; (iv) make amendments as are necessary or desirable in the interests of the Fund as a result of changes in taxation laws; and (v) make amendments which are necessary or desirable in order to provide the Fund with the benefit of any legislation limiting its liability. All other amendments to the BIF Trust Agreement must be approved by the unitholders of the Trust, including the Fund.

Termination of the Trust

The Trust shall continue for a term ending on December 31, 2065 or such earlier date as the BIF Trustee may elect. The Fund may also elect to terminate the Trust or sell or transfer all or substantially all of the assets of the Trust. If the BIF Trustee is unable to sell all or any of the assets of the Trust by the date set

for termination, the BIF Trustee may, subject to applicable law and receipt of necessary securities regulatory approvals, distribute the remaining assets of the Trust or other assets *in specie* directly to the Fund.

BRIDGING INCOME FUND LP

The Partnership is a limited partnership formed and organized under the laws of the Province of Ontario pursuant to the *Limited Partnerships Act* (Ontario). The Partnership is currently organized under an amended and restated limited partnership agreement dated as of October 15, 2018 (the "**Limited Partnership Agreement**"). The business and affairs of the Partnership is managed by the General Partner pursuant to the provisions of the Limited Partnership Agreement, as the same may be further amended, restated and supplemented from time to time. The offices of the General Partner are located at 77 King Street West, Suite 2925, Toronto, Ontario M5K 1K7.

The capital of the Partnership is divided into an unlimited number of LP Units issuable in one or more classes of LP Units. The Partnership currently offers three classes of LP Units: Class A LP Units, Class F LP Units and Class I LP Units. Additional classes of LP Units may be offered in the future.

The General Partner

SB Fund GP Inc., a corporation incorporated under the laws of the Province of Ontario on July 28, 2017, 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 in accordance with the terms of the Limited Partnership Agreement, but has engaged the Manager to provide certain portfolio management, administrative and other services to the Partnership. See "The Manager". See "Bridging Income Fund LP – The Manager".

Generally, Net Income or Net Loss of the Partnership which are allocable to Limited Partners during any fiscal year will be accrued on each Partnership Valuation Date to Limited Partners in proportion to the number of LP Units held by each of them as at each Partnership Valuation Date, subject to adjustment to reflect subscriptions and redemptions of LP Units made during the fiscal year, as described below.

To the extent the Partnership generates a Total Return per Unit (as defined below) in any fiscal year which is equal to or less than the Target Minimum Return (as defined below), then 99.999% of the Net Income of the Partnership for such fiscal year will be allocated to the Limited Partners and 0.001% of the Net Income of the Partnership for such fiscal year will be allocated to the General Partner.

To the extent the Partnership generates a Total Return per Unit in any fiscal year which is greater than the Target Minimum Return but equal to or less than the Hurdle Rate (as defined below), then 100% of such return between the Target Minimum Return and the Hurdle Rate for such fiscal year will be allocated to the General Partner (the "**Incentive Allocation**"). No Incentive Allocation will be made on Class I LP Units held by the Fund through the Trust.

To the extent the Partnership generates a Total Return per Unit which is greater than the Hurdle Rate in any fiscal year and the Net Asset Value per Unit on the applicable Partnership Valuation Date exceeds the Prior High NAV (as defined below), then all of the Net Income of the Partnership above such Hurdle Rate for such fiscal year will be allocated on such Partnership Valuation Date as to 20% to the General Partner as an Incentive Allocation and as to 80% to the Limited Partners.

Net Losses of the Partnership for any fiscal year will be allocated as to 99.999% to the Limited Partners and as to 0.001% to the General Partner.

The General Partner reserves the right to adjust allocations to account for LP Units purchased or redeemed during a fiscal year and other relevant factors. See "The Limited Partnership Agreement – Distributions and Computation and Allocation of Net Income or Net Losses of the Partnership".

The Partnership is responsible for its own operating expenses. Operating expenses include, among others, legal, audit, custodian, prime broker and safekeeping fees, 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 LP 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 LP Units.

Directors and Officers of the General Partner

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

Name and Municipality of Residence	**Position with the General Partner**	**Principal Occupation**
Natasha Sharpe Toronto, Ontario	Director	Chief Investment Officer of BFI
Jenny Virginia Coco Toronto, Ontario	Director	Chief Executive Officer of Coco Paving Inc.

For a description of the professional experience of the directors and officers of the General Partner see "Management of the Fund – Directors and Officers of BFI".

Partnership Management Agreement

The General Partner has retained the Manager to provide certain portfolio management, administrative and other services to the Partnership pursuant to an amended and restated management agreement effective October 15, 2018 (the "**Partnership Management Agreement**") as the same may be further amended, restated or supplemented from time to time.

Pursuant to the Partnership Management Agreement, BFI will manage the assets of the Partnership in the name of the Partnership with full discretionary authority as to all investments on a continuing basis subject to, and in accordance with, the provisions of the Partnership Management Agreement. BFI will manage the assets of the Partnership by taking such action from time to time in connection therewith as BFI, in its sole discretion, will deem necessary or desirable for the proper investment management of the assets of the Partnership at all times in compliance with the investment objective, strategy, guidelines and restrictions set forth in the Partnership Management Agreement and the Limited Partnership Agreement. In providing its services to the Partnership, BFI shall have the sole responsibility to determine which securities and other investments, in its discretion, shall be purchased, held and sold by the Partnership and shall execute (or cause the execution of) such agreements, documents or orders in respect of such determinations, without obtaining the approval of or consulting with the General Partner.

The Manager will administer, manage and operate the day-to-day administration of the Partnership, including communications with the third parties and reporting to Limited Partners. The Manager will also provide marketing and distribution services for the Partnership, including communicating with brokers and dealers and providing general advise as to advertising and promotion.

The Manager in carrying out its duties and responsibilities pursuant to the Partnership Management Agreement has agreed to exercise its powers and discharge the duties of its office honestly and in good faith and in the best interests of the Partnership and, to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Partnership Management Agreement provides that the Manager will not be liable in any way to the Partnership if it has satisfied the duties and the standard of care, diligence and skill set forth above. The Partnership has agreed to indemnify the Manager for any losses as a result of the performance of its duties under the Partnership Management Agreement. However, the Manager will incur liability in cases of negligence, willful misconduct, bad faith or other breach of the Partnership Management Agreement, including a breach of the Manager's standard of care set forth above.

The Partnership Management Agreement, unless terminated as described below, will continue until the termination of the Partnership. The Manager may terminate the Partnership Management Agreement if the Partnership or the General Partner (i) has been declared bankrupt or insolvent and has entered into liquidation or winding-up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reorganization), or (ii) makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency. The Partnership may terminate the Partnership Management Agreement in respect of the Manager if the Manager (i) is subject to proceedings with a governmental authority, including a Canadian securities regulatory authority, the result of which is termination, rescission, suspension or revocation of the Manager's registration under applicable securities laws or a determination that additional registrations are required, where such registration is not capable of being obtained or reinstated, (ii) has been declared bankrupt or insolvent and has entered into liquidation or winding-up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reorganization), or (iii) makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency.

In the event of the termination of BFI's engagement pursuant to the Partnership Management Agreement, the General Partner shall be entitled to appoint a successor manager to provide the services previously administered by BFI, provided that such person so appointed agrees to comply with the terms and conditions of the Partnership Management Agreement, including the standard of care.

Fees and Expenses

As compensation for providing services to the Partnership, the Manager receives a monthly management fee from the Partnership attributable to Class A LP Units, Class F LP Units and, in certain circumstances, Class I LP Units. Each class of LP Units is responsible for the management fee attributable to that class. management fees in respect of each class of LP Units will be calculated and payable monthly in arrears as of each Valuation Date. See "Fees and Expenses – Management Fee".

In addition, the Partnership shall reimburse the Manager for all reasonable costs incurred by the Manager in the performance of its duties, such as professional fees, printing fees, portfolio and investment transaction costs. The Manager will invoice the Partnership, for the amount of such costs incurred on behalf of the Partnership to be reimbursed and paid in cash.

The Administrator and Record-keeper

The administrator of the Partnership (the "**Administrator**") is RBC Investor & Treasury Services. The Administrator was retained to provide certain administrative, valuation and record-keeping services to the Partnership pursuant to the terms of an administration agreement (the "**Administration Agreement**"). The Administrator is located at 155 Wellington Street West, 5th Floor, RBC Centre, Toronto, Ontario, M5V 3L3.

Pursuant to the Administration Agreement, the Administrator is responsible for computing the Net Asset Value of the Partnership and of each Class, maintaining the books and records of the Partnership, providing Limited Partners recordkeeping and administration services, establishing and maintaining accounts on behalf of the Partnership with financial institutions, effecting the registration or transfer of Units, administering the procedure for the issue, transfer, allotment, redemption and purchase of Units in accordance with the Limited Partnership Agreement, entering on the register of Limited Partners all issues, allotments, transfers, conversions, redemptions and/or purchases of LP Units, preparing all necessary tax filings for Limited Partners and any other matters necessary for the administration of the Partnership. The Administrator may delegate certain functions under the Administration Agreement to affiliated companies. Under the Administration Agreement, the Partnership pays the Administrator an administration fee. The Partnership is also responsible for out-of-pocket expenses (such as copying and mailing of reports) incurred by the Administrator on behalf of the Partnership.

The Administrator has agreed to exercise the care, diligence and skill that a prudent service provider would exercise in comparable circumstances. The Administrator shall not be liable for any act or omission in the course of, or connected to, rendering its services, except to the extent that such liability directly arises out of the negligence, willful misconduct or lack of good faith of the Administrator. The Administrator shall not be responsible for any loss or diminution in the value of the Partnership's assets.

The Partnership has agreed to indemnify and save harmless the Administrator, and its affiliates, subsidiaries and agents, and their directors, officers, and employees from and against all legal fees, judgments and amounts paid in settlement, actually and reasonably incurred by any of them in connection with the services provided under the Administration Agreement except to the extent incurred as a result of the negligence, willful misconduct or lack of good faith on the part of the Administrator.

The Administration Agreement may be terminated by either party giving the other party at least three months' written notice. The Administration Agreement may also be terminated immediately by either party under certain circumstances, including bankruptcy or insolvency of the other party.

The Custodians of the Partnership

Bank of Montreal and RBC Investor & Treasury Services (in such capacity, the "**Partnership Custodian**") are the custodians of the monetary assets of the Partnership pursuant to banking arrangements entered into between the Partnership and the Partnership Custodian. As compensation for the custodial services rendered to the Partnership, the Partnership Custodian will receive such fees from the Partnership as agreed thereto and the General Partner may approve from time to time. The Partnership Custodian will be responsible for the safekeeping of all of the cash assets of the Partnership delivered to it and will act as the custodian of such assets, other than those assets transferred to the Partnership Custodian or another entity, as the case may be, as collateral or margin. The Partnership Custodian may also provide the Partnership with financing lines. The Partnership is responsible for the payment of all fees incurred in connection with the provision of such services by the Partnership Custodian.

The manager of the Partnership has also retained Scotiatrust Custody Services and RBC Investor &Treasury Services to act as the custodians of the non-monetary assets of the Partnership.

The Partnership reserves the right, in its discretion, to change the custodial arrangement described above including, but not limited to, the appointment of a replacement custodian and/or additional custodians.

The General Partner and the Manager shall not be responsible for any losses or damages to the Partnership arising out of any action or inaction by the Partnership Custodian or any sub-custodian holding the assets of the Partnership.

INVESTMENT OBJECTIVE AND STRATEGIES OF THE PARTNERSHIP

Investment Objective

The Partnership's investment objective is to achieve superior risk-adjusted returns with minimal volatility and low correlation to most traditional asset classes.

Investment Strategies

To achieve its investment objective, the Partnership intends to invest in an actively managed portfolio (the "**Portfolio**") comprised of loans primarily to Canadian and U.S. mid-market companies that typically borrow against the value of their inventory and account receivables or other identifiable assets (the "**Private Debt Loans**"). The Portfolio strategy involves a fundamental analysis that identifies good companies that are overlooked by the general financing community and targets diversification through asset type, investment size and industry. The collateral that the Partnership may take as security includes, but is not limited to, the following: common or preferred stock, warrants to purchase common stock or other equity interests, real estate/property, contracts, purchase orders, inventory, commodities, machinery and equipment, accounts receivable, or consumer finance transactions.

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

The General Partner reserves the right to amend (without the approval of the Limited Partners) the foregoing investment objective and strategies, provided that not less than 60 days' prior written notice of the proposed material change is given to each Limited Partner.

The foregoing disclosure of investment objective, strategies and restrictions may constitute "forward-looking information" for the purpose of applicable securities legislation as it contains statements of the intended course of conduct and future operations of the Partnership. These statements are based on assumptions made by the Manager of the success of its investment strategies in certain market conditions, relying on the experience of the Manager's officers and employees and their knowledge of historical economic and market trends. Investors are cautioned that the assumptions made by the Manager and the success of its investment strategies are subject to a number of factors. Economic and market conditions may change, which may materially impact the success of the Manager's intended strategies as well as its actual course of conduct. **Investors are strongly advised to read the section of the current offering memorandum of the Partnership under the heading "Risk Factors" for a discussion of factors that may impact the operations and success of the Partnership.**

Loan Facilities

The Partnership may enter into loan facilities with one or more lenders. The Manager views the loan facilities as being able to provide liquidity in the event of Unitholder redemptions. There is no secondary market for the Private Debt Loans, so there is relatively little immediate liquidity for the Partnership to meet unexpected redemption requests, except for income-generating securities, if any, and cash or cash equivalents held by the Partnership. The loan facilities could be used to fund redemptions and would be repaid as cash flow within the Partnership permits or as new Units are issued.

The Manager expects the terms, conditions, interest rate, fees and expenses of the loan facilities will be typical for loans of this nature. In connection with any such loan advances, the Partnership may grant security over the assets of the Partnership to secure repayment of such loan advances. The Partnership may enter into such loan facilities with one or more lenders that may include affiliates of BFI.

INVESTMENT GUIDELINES OF THE PARTNERSHIP

The Partnership will follow the Investment Guidelines for the Partnership set forth in the Partnership Agreement. The Investment Guidelines of the Partnership may be changed from time to time by the General Partner to adapt to changing circumstances and the Limited Partners shall be provided not less than 60 days' prior written notice of any material changes to the Investment Guidelines. For the purposes of the Investment Guidelines listed below, all amounts and percentage limitations will be determined on the date of the relevant investment, and any subsequent change in any applicable percentage resulting from changing Net Asset Values will not require the disposition of any investment from the Portfolio. The Partnership's Investment Guidelines provide, among other things, as follows:

- The Partnership will seek to achieve superior long-term performance through a strict and disciplined credit selection strategy with an emphasis on preserving capital and income generation.

- The Partnership will principally provide asset-based financial services to Canadian and U.S. based companies. The product offering includes factoring and receivable financing, which entails financing or purchasing select accounts receivable, as well as asset-based lending, namely, financing secured by assets such as contracts, purchase orders, inventory, commodities, equipment, buildings, and land as well as consumer finance transactions.

- The Partnership will seek to identify companies that may require additional financing, which, traditional sources, namely, large financial institutions, are unable to provide.

- The Portfolio strategy involves a fundamental analysis that identifies companies with strong management teams and provides for diversification through asset type, investment size and industry.

- The Partnership will target Private Debt Loans that have an identifiable catalyst that will enable the borrower to deleverage the loan within a reasonable period of time (typically between 6 months and 36 months). Such deleveraging may come from a variety of sources, including projected free cash flow, accelerating earnings, the possibility of equity issuance, improved operations, assets sales, mergers and acquisitions, refinancing or corporate restructuring.

- The Private Debt Loans may have varying terms with respect to overcollateralization, seniority or subordination, purchase price, convertibility, interest terms, and maturity, but will consist primarily of non-participating positions, those being positions whereby the Partnership does not have any management influence by way of its investment.

- The industries in which the Partnership will make Private Debt Loans include but are not limited to apparel, financial and professional services, construction, manufacturing, real estate, leasing, food processing, transportation, chemicals, electronics, oilfield services, telecommunications, textiles, furniture, sporting goods, film and television, and industrial products.

- From time to time, the Partnership may take the following types of collateral as security: common or preferred stock; warrants to purchase common stock or other equity interests; or real estate/property. However, this will not be a focus of the Partnership.

- 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, but intends to mitigate such risks through structuring and favourable asset based lending loan terms (including, but not limited to, interest rate floors, availability reserves, and assignment rights). The Manager will have

the sole discretion whether to engage in hedging strategies and in what capacity. The Partnership may utilize a variety of financial instruments including, without limitation, derivatives, options, interest rate swaps, caps and floors, futures, and forward contracts, to seek to hedge against declines in the values of the investments of the Portfolio.

• 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.

• Investments may be made by the Partnership through intermediary vehicles, including, without limitation, special purposed vehicles or joint ventures, general or limited partnerships, and limited liability companies. The Partnership may hold investments through joint ventures where the Partnership may 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 treated as if it was a were direct investment made by the Partnership in the assets of the intermediary vehicle and is therefore not subject to the individual investment concentration investment restriction above.

• The Partnership will seek to reduce risk in the Portfolio by minimizing the concentration in the Partnership of any individual investment. The Partnership may from time to time impose limitations with respect to size, industry, and geography concentration of its Private Debt Loans, as determined by the General Partner; however, there can be no assurance that such limitations will not be exceeded from time to time.

• Any unallocated 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, other Short-Term Securities or U.S. Treasury bills.

• The Partnership may invest up to 10% of the Net Asset Value of the Partnership in assets such as promissory notes, convertible debentures, warrants and other "equity sweeteners" issued in connection with any Private Debt Loan made by the Partnership. Notwithstanding the foregoing, at BFI's discretion, the Partnership may invest the entirety of any monies awaiting investment, reinvestment or distribution in fixed income assets.

INVESTMENT RESTRICTIONS OF THE PARTNERSHIP

The assets of the Partnership will be invested in accordance with the Partnership's investment objectives and the investment restrictions. The following investment restrictions may not be changed without the approval of the Limited Partners by Extraordinary Resolution:

• The Partnership shall not invest more than 30% of the Net Asset Value of the Partnership in any one investment. This investment restriction need not be complied with during the initial 12 month period following the date of the Partnership's first investment provided that BFI endeavours to ensure at all times an appropriate level of diversification of risk within the Portfolio.

• The Partnership may borrow permanently (either directly or at the level of any intermediary vehicle) 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 Portfolio may not, at any point in time, incur a level of borrowing (including any short-term borrowings) in excess of 100% of the Net Asset Value of the Partnership. The Partnership may not use leverage to enhance performance returns.

• The risk exposure of the Partnership to a single counterparty in over-the-counter derivative transactions may not exceed 30% of the Net Asset Value of the Portfolio.

• The Partnership will not engage in derivative transactions other than for the purpose of reducing risk (i.e. not for enhancing returns of the Portfolio).

THE INVESTMENT SELECTION PROCESS OF THE PARTNERSHIP

The industries in which the Partnership will make Private Debt Loans include but are not limited to apparel, financial and professional services, construction, manufacturing, real estate, leasing, food processing, transportation, chemicals, electronics, oilfield services, telecommunications, textiles, furniture, sporting goods, film and television, and industrial products.

BFI will create a term sheet for each potential Private Debt Loan and the BFI's internal investment team will review and approve the term sheet subject to successful due diligence on collateral and/or projected cash flows. BFI considers the following factors:

1. industry overview and competitors;
2. market analysis;
3. management team review;
4. financial analysis including projections and cash flows;
5. stress cases;
6. collateral analysis;
7. key risks and mitigants;
8. prior credit history and performance; and
9. exit strategy.

Once a Private Debt Loan is made, BFI monitors the investment using key process control procedures that are auditable and replicable by third parties.

Documentation prior to making a Private Debt Loan includes the written analysis of the risk framework, the completion of a pre-proposal checklist, the completion of a credit approval request, and supplementary information. The key process control document supporting each investment is a comprehensive outline of each of the steps in the investment, monitoring and collateral tracking procedures.

THE LIMITED PARTNERSHIP AGREEMENT

Introduction

The following is a summary of the Limited Partnership Agreement of the Partnership. This summary is not intended to be complete and each subscriber should carefully review the Limited Partnership Agreement which forms part of the confidential offering memorandum of the Partnership.

A subscriber for LP 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). 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.

LP Units

Each LP Unit represents an undivided interest in the Partnership. The Partnership is authorized to issue an unlimited number of classes of LP Units and an unlimited number of LP Units in each such class. The Partnership may issue fractional LP Units so that subscription funds may be fully invested. Each LP Unit of a particular class shall be equal to each other LP 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 LP Unit shall have any preference, conversion, exchange, pre-emptive or redemption rights in any circumstances over any other LP Unit (except as specifically provided in the Limited Partnership Agreement). LP Units issuable in one or more classes may be subject to different administrative fees, management fees and Incentive Allocations than those chargeable against LP Units of another class. No management fee or Incentive Allocation will be paid by the Partnership on Class I LP Units held by the Fund through the Trust. Each Limited Partner shall be entitled to one vote for each whole LP Unit held by him or her in respect of all matters to be decided upon by the Limited Partners. LP Units represent the right of Limited Partners to participate in the Net Income or Net Losses of the Partnership. Title to LP Units is conclusively evidenced by the register of Limited Partners maintained by the General Partner. Certificates for LP Units will not be issued. However, on any purchase or redemption of LP Units, the General Partner will issue confirmation slips indicating the nature of the transaction affected by the Limited Partner and the number, class of LP Units held by such Limited Partner after such transaction.

Functions and Powers of the General Partner

The General Partner has exclusive authority to manage the operations and affairs of the Partnership, to make all decisions regarding the business of the Partnership and to bind the Partnership. The General Partner may, pursuant to the terms of the Limited Partnership Agreement, delegate certain of its powers to third parties where, in the discretion of the General Partner, it would be in the best interests of the Partnership to do so. The General Partner is required to exercise its powers and discharge its 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 reasonably prudent and qualified manager. Among other restrictions imposed on the General Partner, it may not dissolve the Partnership nor wind up the Partnership's affairs except in accordance with the provisions of the Limited Partnership Agreement.

The General Partner has the power to make on behalf of the Partnership and each Limited Partner of the Partnership, in respect of such Limited Partner's interest in the Partnership, 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. The General Partner will 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.

Accounting and Reporting

The Partnership's fiscal year will be the calendar year. A copy of the audited financial statements will be made available by the General Partner to each Limited Partner following the end of each fiscal year. Each statement will be accompanied by a narrative report describing the affairs and operations of the Partnership. The General Partner may, in its sole discretion, seek exemptions relieving the Partnership from its quarterly reporting requirements under applicable securities laws and is authorized to do so under the Limited Partnership Agreement.

In addition, the General Partner shall, by March 31 of each year, forward to each Limited Partner of record of the Partnership on December 31 of the preceding year such information as is necessary to enable the Limited Partner to complete his or her income tax reporting relating to his or her interest in the Partnership.

The General Partner will ensure that the Partnership complies with all other reporting and administrative requirements.

The General Partner shall keep adequate books and records reflecting the activities of the Partnership. A Limited Partner of the Partnership or his, her or its duly authorized representative shall have the right to examine the books and records of the Partnership during normal business hours at the offices of the General Partner. Notwithstanding the foregoing, a Limited Partner shall not have access to any information which, in the opinion of the General Partner, should be kept confidential in the interests of the Partnership.

Limited Liability

The Partnership was formed in order for Limited Partners to benefit from liability limited to the extent of their capital contributions to the Partnership together with their *pro rata* share of the undistributed income of the Partnership. Limited Partners may lose the protection of limited liability by taking part in the management or control of the business of the Partnership and may be liable to third parties as a result of false or misleading statements in the public filings made pursuant to the *Limited Partnerships Act* (Ontario) or equivalent filings under the legislation of other jurisdictions. Limited Partners may also lose the protection of limited liability if the Partnership operates, owns property, or incurs obligations, or otherwise carries on business, in a province or territory of Canada or other jurisdiction which does not recognize the limited liability conferred under the *Limited Partnerships Act* (Ontario).

The General Partner will indemnify and hold harmless each Limited Partner from and against all losses, liabilities, expenses and damages suffered or incurred by the Limited Partner that result from such Limited Partner not having limited liability, except where the lack or loss of limited liability is caused by some act or omission of such Limited Partner or a change in any applicable legislation. However, the General Partner has only nominal assets. Consequently, it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to this indemnity.

Except in the event of a loss of limited liability, no Limited Partner will be obligated to pay any additional assessment or make any further capital contribution on or with respect to the Units held or purchased by him or her; however, the Limited Partners and the General Partner may be bound to return to the Partnership such part of any amount distributed to them as may be necessary to restore the capital of the Partnership to its existing amount before such distribution if, as a result of such distribution, the capital of the Partnership is reduced and the Partnership is unable to pay its debts as they become due.

Transfer of LP Units

Only whole Units are transferable. Subject to applicable securities legislation, a Limited Partner may transfer all or part of his or her Units by delivering to the Administrator, in its capacity as transfer agent for the Units, a form of transfer and power of attorney, substantially in the form annexed as Schedule "A" to the Limited Partnership Agreement, duly completed and executed by the Limited Partner, as transferor, and the transferee. The transferee, by executing the transfer, agrees to be bound by the Partnership Agreement as a Limited Partner as if the transferee had personally executed the Partnership Agreement and to grant the power of attorney provided for in the Limited Partnership Agreement. A transferee who executes the transfer will be required to represent and warrant that he, she or it is not a "non-resident" within the meaning of the Tax Act, is not a "non-Canadian" within the meaning of the *Investment Canada Act*, is not a partnership and is not a "tax shelter" or an entity an interest in which is a "tax shelter investment" as that term is defined in the Tax Act and will be required to covenant to maintain such status during such time as the Units are held by him, her or it. The transferee will also be required to disclose whether the transferee is or is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act. If the transferee is a "financial institution" or the General Partner believes that it is, the General Partner may reject the transfer. The transferee will furthermore ratify and confirm the power of attorney given to the General Partner in the Limited Partnership Agreement.

If a Limited Partner ceases to be resident in Canada or becomes a "financial institution" for tax purposes and does not sell the Units held by such Limited Partner to a person who is qualified to hold such Units, the General Partner has the right pursuant to the Limited Partnership Agreement either to purchase such Units for cancellation for and on behalf of the Partnership or sell, on behalf of the Partnership, such Units to a person who is qualified to hold Units, in either case at their Net Asset Value as determined by the Administrator and the General Partner.

The General Partner has the right to reject any transfer for any reason and will deny the transfer of Units to a "non-resident" for the purposes of the Tax Act. Thereafter, the General Partner reserves the right to repurchase any Units held by a "non-resident" appearing from time to time on the record of Limited Partners of the Partnership. Pursuant to the provisions of the Limited Partnership Agreement, when the transferee has been registered as a Limited Partner of the Partnership under the *Limited Partnerships Act* (Ontario), the transferee of Units shall become a party to the Limited Partnership Agreement and shall be subject to the obligations and entitled to the rights of a Limited Partner under the Limited Partnership Agreement. A transferor of Units will remain liable to reimburse the Partnership for any amounts distributed to him or her by the Partnership which may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution, if the distribution resulted in a reduction of the capital of the Partnership and the incapacity of the Partnership to pay any debts as they became due.

The Limited Partnership Agreement provides that if the General Partner becomes aware that the beneficial owners of 40% or more of the Units of the Partnership then outstanding are, or may be, financial institutions (as defined in subsection 142.2(1) of the Tax Act) or that such a situation is imminent, among other rights set forth in the Limited Partnership Agreement, the General Partner has the right to refuse to issue Units of the Partnership or register a transfer of Units of the Partnership to any person unless that person provides a declaration that it is not a financial institution.

Meetings

The Partnership will not be required to hold annual general meetings. However, meetings of the Limited Partners may be called at any time by the General Partner in respect of all Limited Partners, or, where the nature of the business to be transacted is only relevant to the Limited Partners holding Units of a particular Class, in respect of that Class. Meetings shall be called on receipt of a written request from Limited Partners

holding, in aggregate, 50% or more of the Net Asset Value of the Partnership or, in respect of a matter relevant to Limited Partners holding Units of a particular Class, 50% or more of the Net Asset Value of the Partnership attributable to that Class. Each Limited Partner will be entitled to one vote for every Unit owned by such Limited Partner as determined at the close of business on the applicable record date for voting, and a fractional vote for each fractional portion of the Unit owned on the record date. The General Partner is entitled to one vote in its capacity as General Partner. At any meeting of Limited Partners or of Limited Partners of a Class, two or more Limited Partners, or two or more Limited Partners of the particular Class, present in person or represented by proxy and holding not less than 50% of the Net Asset Value of the Partnership (in the case of a meeting of all Limited Partners) or 50% of the Net Asset Value of the Partnership attributable to the applicable Class (in the case of a meeting of a Class) will constitute a quorum at a meeting of the Limited Partners except a meeting called to consider an Extraordinary Resolution at which two or more Limited Partners of each Class present in person or represented by proxy and, in each case, holding not less than 66 2/3% of the Net Asset Value of the Partnership attributable to each Class will constitute a quorum. For greater certainty, no particular Class acting without the other Classes may pass an Extraordinary Resolution. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting, if convened pursuant to a written request of Limited Partners, shall be cancelled, but otherwise will be adjourned to such date as selected by the chair of the meeting. In the event that such meeting is adjourned for less than 30 days, the General Partner will not be required to give notice of the adjourned meeting to the Limited Partners other than by an announcement made at the initial meeting that is adjourned. The Limited Partners present at any adjourned meeting will constitute a quorum for purposes of considering any business that might have been dealt with at the original meeting. The General Partner (in respect of any Units which may be held by it from time to time), insiders of the Partnership (as such expression is defined in the *Securities Act* (Ontario)) and affiliates of the General Partner, and any director or officer of such persons, who hold Units will not be entitled to vote on any Extraordinary Resolution.

An "**Ordinary Resolution**" means a resolution approved by more than 50% of the votes cast by those Limited Partners holding LP 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 LP 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 LP 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 LP 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 Limited Partners given by Extraordinary Resolution. However, unless all of the Limited Partners consent thereto, no amendment can be made to the 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 control or management of the business of the Partnership, changing the right of a Limited Partner or the General Partner to vote at any meeting, or changing the Partnership from a limited partnership to a general partnership. In addition, no amendment can be made to the Limited Partnership Agreement which would have the effect of reducing the fees payable to the General

Partner or its share of the income or assets of the Partnership unless the General Partner, in its sole discretion, consents thereto.

Notwithstanding the foregoing, the General Partner is entitled to make certain amendments to the Limited Partnership Agreement without the consent of the Limited Partners for the purpose of adding any provisions which, in the opinion of the General Partner, based on the recommendation of counsel to the Partnership, are for the protection or benefit of the Limited Partners or the Partnership, for the purpose of curing an ambiguity or for the purpose of correcting or supplementing any provision which may be defective or inconsistent with another provision. Such amendments may be made only if they will not materially affect the interest of any Limited Partner.

Removal of General Partner

The General Partner may not be removed as general partner of the Partnership other than by an Extraordinary Resolution of the Limited Partners, and only if the General Partner is in breach or default of the provisions of the Partnership Agreement and, if capable of being cured, such breach has not been cured within 45 business days' notice of such breach to the General Partner, or if the General Partner becomes bankrupt or insolvent. A quorum for a meeting called for the purposes of removing the General Partner as general partner of the Partnership shall consist of two or more Limited Partners present in person or represented by proxy and representing not less than 66 2/3% of the Net Asset Value of the Partnership.

Power of Attorney

The Limited Partnership Agreement contains a power of attorney coupled with an interest, the effect of which is to constitute it an irrevocable power of attorney. The power of attorney authorizes the General Partner on behalf of the Limited Partners, among other things, to execute the Limited Partnership Agreement, any amendments to the Limited Partnership Agreement and all instruments necessary to reflect the Limited Partnership Agreement and any amendments to the Limited Partnership Agreement, as well as any elections, determinations or designations under the Tax Act or taxation legislation of any province or territory with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership, including elections under subsections 85(2) and 98(3) of the Tax Act and the corresponding provisions of applicable provincial legislation in respect of the dissolution of the Partnership. The power of attorney shall survive any dissolution or termination of the Partnership.

Distributions and Computation and Allocation of Net Income or Net Losses of the Partnership

Distributions

Distributions will be made to holders of LP Units only at such times and in such amounts as may be determined in the discretion of the General Partner. The Partnership intends to make monthly distributions on the Class A Units, the Class F Units and the Class I Units, to holders of such Units, based on the Net Income of the Partnership. The amount of any distributions may fluctuate and there can be no assurance that any distributions will be made in any period or of any particular amount. All monthly distributions made during the year may be treated as return of capital and investors should not confuse these distributions with the Partnership allocation made to each limited partner at the end of each year.

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

Due to its indirect investment in the Partnership, the Fund will be impacted by the following allocation of Net Income or Net Loss (as defined below) of the Partnership to the Limited Partners and to the General Partner.

Generally, Net Income or Net Loss of the Partnership which are allocable to Limited Partners during any fiscal year will be accrued on each Partnership Valuation Date to Limited Partners in proportion to the number of LP Units held by each of them as at each Partnership Valuation Date, subject to adjustment to reflect subscriptions and redemptions of LP Units made during the fiscal year, as described below.

To the extent the Partnership generates a Total Return per Unit (as defined below) in any fiscal year which is equal to or less than the Target Minimum Return (as defined below), then 99.999% of the Net Income of the Partnership for such fiscal year will be allocated to the Limited Partners and 0.001% of the Net Income of the Partnership for such fiscal year will be allocated to the General Partner.

To the extent the Partnership generates a Total Return per Unit in any fiscal year which is greater than the Target Minimum Return but equal to or less than the Hurdle Rate (as defined below), then 100% of such return between the Target Minimum Return and the Hurdle Rate for such fiscal year will be allocated to the General Partner (the "**Incentive Allocation**").

To the extent the Partnership generates a Total Return per Unit which is greater than the Hurdle Rate in any fiscal year and the Net Asset Value per Unit on the applicable Partnership Valuation Date exceeds the Prior High NAV (as defined below), then all of the Net Income of the Partnership above such Hurdle Rate for such fiscal year will be allocated on such Partnership Valuation Date as to 20% to the General Partner as an Incentive Allocation and as to 80% to the Limited Partners.

Net Losses of the Partnership for any fiscal year will be allocated as to 99.999% to the Limited Partners and as to 0.001% to the General Partner.

The Incentive Allocation is calculated on a class by class basis. The Incentive Allocation will be calculated and accrued monthly and paid annually upon determination on the last Partnership Valuation Date of the year. For subscriptions and redemptions other than at year-end, the Net Income of the Partnership will be annualized for purposes of determining whether the Total Return threshold has been met. No Incentive Allocation will be made on Class I LP Units held by the Fund through the Trust.

For purposes of the foregoing allocations,

"**Hurdle Rate**" means the Target Minimum Return plus 2% per annum, subject to a maximum of 10% per annum, determined on the first business day of each fiscal year and applicable for the entire fiscal year;

"**Net Income**" of the Partnership for any period means the sum of Partnership income earned by the Partnership, dividends, if any, received by the Partnership, less all fees and expenses of the Partnership; provided that if the foregoing results in a negative amount, such amount for such period shall be referred to as a "Net Loss" of the Partnership;

"**Prime Rate**" means the annual rate of interest equivalent to the prime business rate as set by the Bank of Canada from time to time, as published on the Bank of Canada website at www.bankofcanada.ca, determined on the first business day of each fiscal year and applicable for the entire fiscal year;

"**Prior High NAV**" per Unit of a Class is the Net Asset Value per Unit of that Class on the most recent year-end Partnership Valuation Date in respect of which an Incentive Allocation was paid or payable with respect to such Unit (or if no Incentive Allocation has yet become payable with respect to such Unit, the Net Asset Value per Unit at which such Unit was issued);

"**Target Minimum Return**" means the Prime Rate plus 3.5% per annum, subject to a maximum of 8% per annum, determined on the first business day of each fiscal year and applicable for the entire fiscal year; and

"**Total Return per Unit**" means the amount equal to the percentage appreciation of the Net Asset Value per Unit, without taking into account any accrued Incentive Allocation, but including the amount of any distributions on a per Unit basis.

The General Partner reserves the right to adjust allocations to account for LP Units purchased or redeemed during a fiscal year and other relevant factors.

The Target Minimum Return is not a guaranteed rate of return on an investment in Units.

Allocation of Income or Loss of the Partnership 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 Income or Net Losses will be allocated.

Where in the course of any fiscal year LP 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 LP 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 LP 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 LP 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.

Redemption of LP Units

An investment in the LP Units is intended to be a long-term investment. However, LP Units which are held by Limited Partners for at least six months may be redeemed at their Net Asset Value per Unit for the applicable class (determined in accordance with the Limited Partnership Agreement) 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 Manager of the Partnership may in its discretion designate (each, a "**Partnership Valuation Date**"), provided the request for redemption is submitted at least 30 days prior to such Partnership 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. The redemption amount will be paid to the redeeming Limited Partner not later than the 30th day following the applicable Partnership Valuation Date (60 days if such Partnership 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 LP 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.

If on such Partnership Valuation Date the General Partner has received from one or more Limited Partners requests to redeem 10% or more of the outstanding LP Units, 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 Partnership 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 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 Partnership 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, Units will be redeemed on a "first in, first out" basis. Accordingly, Units of the earlier class owned by the Limited Partner will be redeemed first, at the redemption price for Units of such class until such Limited Partner no longer owns Units of such 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 Income 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.

The General Partner may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within six months of their date of purchase. This early redemption fee will be deducted from the redemption amount otherwise payable to a Limited Partner and will be paid to the Partnership. No early redemption fee will be charged in respect of the redemption of Units which were acquired by a Limited Partner through the automatic reinvestment of all distributions of Net Income derived by the Partnership from its Private Debt Loans and in certain cases, capital of the Partnership or where the General Partner requires a Limited Partner to redeem some or all of the Units owned by such Limited Partner. This early redemption fee is in addition to any other fees to which a Limited Partner is otherwise subject.

Financial Disclosure of the Partnership

KPMG LLP, Chartered Professional Accountants, Toronto, Ontario are the auditors of the Partnership.

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 upon request 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 upon request. 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.

Liability of Limited Partners and Registration of the Partnership

Under the laws of the Offering Jurisdictions in which LP 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 the offering of LP Units 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.

DESCRIPTION OF UNITS OF THE FUND

Each Unit represents a beneficial interest in the Fund. The Fund is authorized to issue an unlimited number of classes of Units and an unlimited number of Units in each such class. The Fund may issue fractional Units so that subscription funds may be fully invested. Each whole Unit of a particular class has equal

rights to each other Unit of the same class with respect to all matters, including voting, receipt of distributions from the Fund, liquidation and other events in connection with the Fund.

The Fund will consult with its tax advisors prior to the establishment of each new class to ensure that the issuance of Units of that class will not have adverse Canadian tax consequences. Three classes of Units of the Fund are offered under this Offering Memorandum, namely Class A Units, Class F Units and Class I Units.

Class A Units will be issued to qualified purchasers.

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

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

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

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

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

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

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

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

Generally, reclassifications or switches between classes of Units are not dispositions for tax purposes. However, Unitholders should consult with their own tax advisors regarding any tax implications of reclassifying or switching between classes of Units. A fee of up to $125 may be charged for each transfer or deregistration of Units held directly with the Manager in a Tax Deferred Plan.

FEES AND EXPENSES

Management Fees

The Manager will receive, as compensation for providing services to the Fund, a Management Fee from the Fund attributable to Class A Units, Class F Units and, in certain circumstances described below, Class I Units. Each class of Units is responsible for the Management Fee attributable to that class.

Class A Units:

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 2% of the Net Asset Value of the Class A Units (determined in accordance with the Trust 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 F Units

The Fund pays the Manager a monthly Management Fee equal to 1/12 of 1% of the Net Asset Value of the Class F Units (determined in accordance with the Trust 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 Units:

Subject to the discretion of the Manager, investors who purchase Class I Units must either: (i) enter into an agreement with the Manager which identifies the monthly Management Fee negotiated with the investor which is payable by the investor directly to the Manager; or (ii) enter into an agreement with the Fund which identifies the monthly Management Fee negotiated with the investor which is payable by the Fund to the Manager. In each circumstance, the monthly Management Fee, plus any applicable 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 as at the last business day of each month.

The Fund will not pay a management fee to the Manager that to a reasonable person would duplicate a fee payable to the Manager and/or General Partner by the Partnership for the same service. In addition, the Fund will not pay any sales commissions or redemption fees for its purchase or redemption of units of the Trust or LP Units.

Target Minimum Return Risk Protection

If the Total Return per Unit of a Class in any fiscal year is less than the Target Minimum Return, then the applicable portion of the Management Fee, net of any dealer fees, will be waived by the Manager in respect of such Class in order to increase the annual return to the Unitholders holding Units of such Class to not more than the Target Minimum Return. **The Target Minimum Return is not a guaranteed rate of return on an investment in Units.**

Performance Fee

In addition to the Management Fee, the Manager, is entitled to receive from the Fund an annual performance fee (the "**Performance Fee**") attributable to Class A Units, Class F Units and Class I Units of the Fund. Each such Class of Units is charged a Performance Fee, payable as follows:

If the Total Return per Unit (as defined below) in any fiscal year is positive but equal to or less than the Target Minimum Return (as defined below), then no Performance Fee will be payable in such year.

To the extent the Fund generates a Total Return per Unit in any fiscal year which is greater than the Target Minimum Return but equal to or less than the Hurdle Rate (as defined below), then 100% of such return between the Target Minimum Return and the Hurdle Rate for such fiscal year will be payable to the Manager as a Performance Fee, plus any applicable federal and provincial taxes.

To the extent the Fund generates a Total Return per Unit which is greater than the Hurdle Rate in any fiscal year and the Net Asset Value per Unit on the applicable Valuation Date exceeds the Prior High NAV (as defined below), then 20% of such return above such Hurdle Rate for such fiscal year will be payable to the Manager as a Performance Fee, plus any applicable federal and provincial taxes.

The Performance Fee is calculated on a class by class basis. The Performance Fee will be calculated and accrued monthly and paid annually upon determination on the last Valuation Date of the year. For subscriptions and redemptions other than at year-end, the performance of the Fund will be annualized for purposes of determining whether the Total Return threshold has been met.

For purposes of the foregoing allocations,

"**Hurdle Rate**" means the Target Minimum Return plus 2% per annum, subject to a maximum of 10% per annum, determined on the first business day of each fiscal year and applicable for the entire fiscal year;

"**Prime Rate**" means the annual rate of interest equivalent to the prime business rate as set by the Bank of Canada from time to time, as published on the Bank of Canada website at www.bankofcanada.ca, determined on the first business day of each fiscal year and applicable for the entire fiscal year;

"**Prior High NAV**" per Unit of a Class is the Net Asset Value per Unit of that Class on the most recent year-end Valuation Date in respect of which a Performance Fee was paid or payable with respect to such Unit (or if no Performance Fee has yet become payable with respect to such Unit, the Net Asset Value per Unit at which such Unit was issued);

"**Target Minimum Return**" means the Prime Rate plus 3.5% per annum, subject to a maximum of 8% per annum, determined on the first business day of each fiscal year and applicable for the entire fiscal year; and

"**Total Return per Unit**" means the amount equal to the percentage appreciation of the Net Asset Value per Unit, without taking into account any accrued Performance Fee, but including the amount of any distributions on a per Unit basis.

Allocation of Net Income or Net Losses of the Partnership

Due to its indirect investment in the Partnership, the Fund will be impacted by the allocation of Net Profits or Net Losses of the Partnership to the Limited Partners and to the General Partner. See "The Limited Partnership Agreement – Distributions and Computation and Allocation of Net Income or Net Losses of the Partnership".

Early Redemption Fee

The Manager may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within 90 days of their date of purchase. This early redemption fee will be deducted from the Redemption Amount otherwise payable to a Unitholder and will be paid to the Fund. No early redemption fee will be charged in respect of the redemption of Units which were acquired by a Unitholder through the automatic reinvestment of all distributions of net income or capital gains by the Fund or where the Manager requires a Unitholder to redeem some or all of the Units owned by such Unitholder. This early redemption fee is in addition to any other fees a Unitholder is otherwise subject to under this Offering Memorandum. See "Redemption of Units".

Operating Expenses Payable by the Fund

The Fund is responsible for the payment of all routine and customary fees and expenses incurred relating to the administration and operation of the Fund including, but not limited to: trustee fees and expenses; Management Fees; Performance Fees (if any); custodian, and safekeeping fees and expenses; registrar and transfer agency fees and expenses; audit, legal and record-keeping fees and expenses; communication expenses; printing and mailing expenses; all costs and expenses associated with the qualification for sale and distribution of the Units in the Offering Jurisdictions including securities filing fees (if any); investor servicing costs; costs of providing information to Unitholders (including proxy solicitation material, financial and other reports) and convening and conducting meetings of Unitholders; taxes, assessments or other governmental charges of all kinds levied against the Fund; interest expenses; and all brokerage commissions and other fees associated with the purchase and sale of portfolio securities and other assets of the Fund. In addition, the Fund will be responsible for the payment of all expenses associated with ongoing investor relations and education relating to the Fund.

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

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

Fees and Expenses of the Partnership

Since the Fund invests directly in units of the Trust and indirectly in LP Units of the Partnership, the Fund will indirectly bear the fees and expenses incurred by the Trust and the Partnership. See "Bridging Trust" and "Bridging Income Fund LP".

DEALER COMPENSATION

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

Sales Commission

No sales commission is payable to the Manager in respect of Units purchased directly by a subscriber. However, registered dealers may, at their discretion, charge purchasers a front-end sales commission of up to 5.0% of the Net Asset Value of the Class A Units purchased by the subscriber. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be payable directly by the subscriber to their dealer. Any such sales commission will reduce a subscriber's net investment amount in Class A Units.

Service Commission

The Manager pays a monthly service commission to participating registered dealers equal to 1/12th of 1.0% of the Net Asset Value of the Class A Units sold by such dealers then outstanding. Payments are calculated and paid monthly to registered dealers from the Management Fees the Manager receives from the Fund. Notwithstanding the foregoing, the Manager, in its sole discretion, reserves the right to change the frequency of payment to registered dealers of the service commission to a quarterly or annual basis.

Referral Fees

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

DETAILS OF THE OFFERING BY THE FUND

Subscription Process

Units are being offered by the Fund on a continuous basis to an unlimited number of eligible subscribers who are prepared to invest a sufficient amount to meet the minimum initial subscription requirements or who are otherwise qualified investors. As at the date of this Offering Memorandum, the minimum initial subscription amount for persons relying on the "accredited investor" exemption is $5,000. The minimum initial subscription amount for persons relying on the "minimum amount investment" exemption is $150,000; provided that such subscriber is (i) not an individual, and (ii) not created or used solely to rely on the "minimum amount investment" exemption. At the sole discretion of the General Partner, subscriptions may be accepted for lesser amounts from persons who are "accredited investors" as defined under NI 45-106. These minimum initial subscription amounts are net of any sales commissions payable by an investor to their registered dealer. See "Dealer Compensation".

Units are being offered to investors resident in the Offering Jurisdictions pursuant to exemptions from the prospectus requirements under section 2.3 (accredited investor exemption) and section 2.10 (minimum amount investment exemption) under NI 45-106 and, where applicable, the registration requirements under NI 31-103. Units will not be issued to individuals under section 2.10 of NI 45-106 (minimum amount investment exemption).

Investors, other than individuals that are "accredited investors" (as defined under NI 45-106), must also execute a subscription form for Units which includes a representation (and a requirement to provide

additional evidence promptly upon request to establish) that such investor was not formed solely in order to make private placement investments which may not have otherwise been available to any persons holding an interest in such investor.

Any investor who is or becomes a non-resident of Canada for the purposes of the Tax Act or a partnership that is not a "Canadian partnership" (as defined in the Tax Act) (a "**non-Canadian partnership**") must disclose such status to the Fund at the time of subscription (or when such status changes) and the Fund may restrict the participation of any such investor or require any such investor to redeem all or some of such investor's Units. Where the Manager determines that the Fund is at risk of being deemed not to be a "mutual fund trust" under the Tax Act by virtue of a majority of Units being beneficially held by one or more persons who are non-residents of Canada and/or non-Canadian partnerships for the purposes of the Tax Act or by virtue that such non-residents of Canada and/or non-Canadian partnerships own more than 50% of the fair market value of all issued and outstanding Units, the Manager may forthwith redeem a sufficient number of such Units so that the Fund will prevent the loss of its mutual fund trust status. the Manager will select the Units held by non-residents of Canada and non-Canadian partnerships to be redeemed in inverse order of acquisition of such Units (excluding Units held as a result of reinvestment of distributions). The Manager will mail a notice of redemption to all Unitholders whose Units are to be so redeemed. To determine the residency of the Unitholders, the Manager may require declarations from Unitholders as to the jurisdictions in which beneficial owners of Units are resident or where a partnership is the beneficial owner of Units, the jurisdictions in which the partners are resident. See "Redemption of Units".

Units will be distributed in the Offering Jurisdictions through registered dealers, including the Manager and such other persons as may be permitted by applicable law. In the event of such distribution, registered dealers (other than the Manager) will be entitled to the compensation described under "Dealer Compensation". Subject to the requirements under NI 31-103, the Manager may pay, out of the Management Fees it receives from the Fund, a negotiated referral fee to registered dealers or other persons in connection with the sale of Units. See "Dealer Compensation – Referral Fees".

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

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

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

Registered Plans

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

Notwithstanding that Units will be qualified investments for an RRSP, RRIF or a TFSA the annuitant of an RRSP, RRIF or the holder of a TFSA, as the case may be, will be subject to penalty taxes in respect of the Units if such properties are a "prohibited investment" (as defined in the Tax Act) for the RRSP, RRIF or the TFSA, as applicable. The Units will not be a "prohibited investment" provided that the annuitant or holder, as the case may be: (i) deals at arm's length with the Fund, and (ii) does not have a "significant interest" in the Fund (within the meaning of the Tax Act). Generally, an annuitant or holder, as the case may be, will not have a significant interest in the Fund unless the annuitant or holder, as the case may be, owns interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with whom the annuitant or holder, as the case may be, does not deal at arm's length. In addition, the Units will generally not be a "prohibited investment" if the Units are "excluded property" as defined in the Tax Act for RRSPs, RRIFs or TFSAs. Under proposed amendments to the Income Tax Act contained in the federal budget released on March 22, 2017, the prohibited investment rules will also apply to a trust governed by a RESP or RDSP. Unitholders should consult their own tax advisors as to whether the Units will be a prohibited investment in their particular circumstances. See "Canadian Federal Income Tax Considerations – Eligibility for Investment".

ADDITIONAL SUBSCRIPTIONS

Following the required initial minimum investment in the Fund, Unitholders resident in the Offering Jurisdictions may make additional investments in the Fund of not less than $5,000 provided that, at the time of the subscription for additional Units, the Unitholder is an "accredited investor" as defined under NI 45-106. Unitholders who are not "accredited investors" nor individuals, but previously invested in, and continue to hold, Units having an aggregate initial acquisition cost or current Net Asset Value equal to $150,000, will also be permitted to make subsequent investments in the Fund of not less than $5,000. Subject to applicable securities legislation, the Manager, in its sole discretion, may from time to time permit additional investments in Units of lesser amounts. Unitholders subscribing for additional Units should complete the subscription form prescribed from time to time by the Manager.

USE OF PROCEEDS

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

REDEMPTION OF UNITS

An investment in Units is intended to be a long-term investment. However, Units may be redeemed at their Net Asset Value per Unit for the applicable class (determined in accordance with the Trust Agreement) on a Valuation Date, provided the written request for redemption (a "**Redemption Notice**"), in satisfactory form and all necessary documents relating thereto, is submitted to the Manager at least 30 calendar days prior to such Valuation Date.

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

shall be guaranteed by a Canadian chartered bank, a trust company or a registered broker or securities dealer acceptable to the Manager .

A Redemption Notice must be received by the Manager prior to 4:00 p.m. (Toronto time) on a business day which is at least 30 calendar days prior to a Valuation Date. If a Redemption Notice is received by the Manager at such time, Units will be redeemed at the Net Asset Value per Unit for the applicable class determined on the first Valuation Date which is at least 30 calendar days following receipt of the Redemption Notice. The Redemption Amount will be paid to the redeeming Unitholder as soon as is practicable and in any event within 30 days following the Valuation Date upon which such redemption is effective (or 60 days if such redemption date is the Fund's fiscal year-end).

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

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

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

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

The Administrator of the Fund shall, upon any redemption of Units, deduct from the Redemption Amount an amount equal to any accrued and applicable fees and taxes payable by the Unitholder in connection with such redemption, including estimated brokerage costs incurred in the conversion of portfolio securities of the Fund into cash in order to affect the redemption. An appropriate portion of any accrued management fees payable to the Manager will also be deducted and paid to the Manager. See "Fees and Expenses – Management Fees".

In the sole discretion of the Manager, payment of all or any part of any Redemption Amount may be made by the transfer of a *pro rata* portion of any portfolio securities then held by the Fund. In the event the Manager determines to pay all or any part of the Redemption Amount by the transfer of portfolio securities then held by the Fund, it shall provide the Trustee, the Administrator of the Fund and the Unitholder with prompt notice thereof and the redeeming Unitholder shall have, and shall be advised that they have, the right to withdraw their Redemption Notice, or a portion thereof.

If for any reason the Partnership does not honour a redemption request of the Trust (made as a result of a redemption request in turn being made by the Fund to satisfy a redemption request of a Unitholder), the

BIF Trustee intends to satisfy such redemption request of the Fund by the transfer of a *pro rata* portion of the LP Units then held by the Trust, which in turn will be transferred by the Fund to the redeeming Unitholder in satisfaction of the Unitholder's redemption request. Such transfers will be subject to the approval of the General Partner and certain tax consequences may result. See "Canadian Federal Income Tax Considerations – Tax Exempt Unitholders".

The Manager may, in its sole discretion, impose an early redemption fee equal to 2% of the aggregate Net Asset Value of Units redeemed if such Units are redeemed within 90 days of their date of purchase. This early redemption fee will be deducted from the Redemption Amount otherwise payable to a Unitholder and will be paid to the Fund. No early redemption fee will be charged in respect of the redemption of Units which were acquired by a Unitholder through the automatic reinvestment of all distributions of net income or capital gains by the Fund or where the Manager requires a Unitholder to redeem some or all of the Units owned by such Unitholder. This early redemption fee is in addition to any other fees a Unitholder is otherwise subject to under this Offering Memorandum.

the Manager may suspend the right of Unitholders to require the Fund to redeem Units held by them and the concurrent payment for Units tendered for redemption for any period not exceeding 120 days during which the Manager determines that conditions exist which render impractical the sale of assets of the Fund or which impair the ability of the Fund to determine the value of the assets of the Fund.

A suspension may apply to all Redemption Notices received prior to the suspension, but as for which payment has not been made, as well as to all Redemption Notices received while the suspension is in effect. In such circumstances, all Unitholders shall have, and shall be advised that they have, the right to withdraw their Redemption Notice or receive payment based on the Net Asset Value of the particular class of Units determined on the first Valuation Date following the date on which the suspension is terminated. During any period during which redemptions are suspended the Manager will not accept any subscriptions for the purchase of Units.

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

RESALE RESTRICTIONS

As the Units offered by this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under NI 45-106, the resale of these Units by subscribers is subject to restrictions. Subscribers are advised to consult with their legal advisors concerning restrictions on resale and are further advised against reselling their Units until they have determined that any such resale is in compliance with the requirements of applicable securities legislation. There is no market for these Units and no market is expected to develop, therefore, it may be difficult or even impossible for a purchaser to sell their Units other than by way of a redemption of their Units on a Valuation Date.

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

COMPUTATION OF NET ASSET VALUE OF THE FUND

The Net Asset Value of the Fund will be determined by the Administrator, who may consult with the Trustee, the Manager, custodians, and/or the auditors of the Fund. The Net Asset Value of the Fund will be determined for the purposes of subscriptions and redemptions as at 4:00 p.m. (Toronto time) on each Valuation Date, and on December 31 of each year if that day is not otherwise a Valuation Date for the purpose of the distribution of net income and net realized capital gains of the Fund to Unitholders. The Net Asset Value of the Fund on any Valuation Date shall be equal to the aggregate fair market value of the assets of the Fund as of such Valuation Date, less an amount equal to the total liabilities of the Fund (excluding all liabilities represented by outstanding Units) as of such Valuation Date. The Net Asset Value per Unit will be calculated on a class-by-class basis and will be determined by dividing the Net Asset Value of the Fund on a Valuation Date attributable to a particular class of Units by the total number of that class of Units then outstanding on such Valuation Date.

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

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

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

(ii) all bills, notes and accounts receivable;

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

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

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

(vi) prepaid expenses.

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

(i) notwithstanding the following, the value of any units of the Trust shall be the Net Asset Value of such units, determined in accordance with the BIF Trust Agreement, as amended, restated or supplemented from time to time;

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

which event the value thereof shall be deemed to be such value as the Manager determines to be the reasonable value thereof;

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

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

(v) the value of any security, the resale of which is restricted or limited, shall be the quoted market value less a percentage discount for illiquidity amortized over the length of the hold period;

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

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

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

(i) all bills, notes and accounts payable;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Class Net Asset Value per Unit for a particular class of Units as at any Valuation Date is the quotient obtained by dividing the applicable Class Net Asset Value as at such Valuation Date by the total number of Units of that class outstanding at such Valuation Date. This calculation shall be made without taking

into account any issuance, redesignation or redemption of Units of that class to be processed by the Fund immediately after the time of such calculation on that Valuation Date. The Class Net Asset Value per Unit for each class for the purpose of the issue of Units or the redemption of Units shall be calculated on each Valuation Date by or under the authority of the Manager as at such time on every Valuation Date as shall be fixed from time to time by the Manager and the Class Net Asset Value per Unit so determined for each class shall remain in effect until the time as of which the Class Net Asset Value per Unit for that class is next determined.

The Net Asset Value per Unit of any one class of Units need not be equal to the Net Asset Value per Unit of any other class.

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

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

DISTRIBUTIONS

The Fund intends to distribute in each year its annual net income and net realized capital gains in such amount as will result in the Fund paying no tax under the Tax Act. The net income and net realized capital gains of the Fund for the period since the immediately preceding date on which net income and net realized capital gains were calculated will be calculated as of the close of business on the last Valuation Date in each fiscal year and as of such other dates during the year as the Manager in its discretion may decide. Allocations and distributions of income/gains or losses will generally be made by reference to the number of Units held as of the close of business on the last Valuation Date in each fiscal year (or such other distribution date as may be determined by the Manager); however, the Manager may make allocations in a manner to fairly reflect, as best as possible, subscriptions and redemptions made during the year. All distributions made by the Fund to Unitholders will result in the Fund automatically purchasing additional Units of the same class at the Net Asset Value per Unit for such class on the last Valuation Date of the fiscal year unless a Unitholder elects by written notice to the Manager to receive such distributions in cash.

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

The Trustee may cause to be paid such additional distributions of monies or properties of the Fund and make such designations, determinations and allocations for tax purposes of amounts or portions of amounts which the Fund has received, paid, declared payable or allocated to Unitholders and of expenses incurred

by the Fund and of tax deductions of which the Fund may be entitled as the Trustee may, in its sole discretion, determine.

UNITHOLDER MEETINGS

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

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

A quorum for the transaction of business at any meeting of Unitholders shall be at least two Unitholders holding not less than 10% of the outstanding Units on such date present in person or represented by proxy and entitled to vote thereat. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting shall be adjourned to a date fixed by the chairman of the meeting not later than 14 days thereafter at which adjourned meeting the Unitholders present in person or represented by proxy shall constitute a quorum. The chairman at a meeting of Unitholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.

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

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

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

Any resolution consented to in writing by Unitholders holding 66 ⅔% of the Units then outstanding is as valid as if it had been passed at a meeting of Unitholders.

AMENDMENTS TO THE TRUST AGREEMENT

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

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

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

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

(c) The fundamental investment objectives of the Fund are changed;

(d) The Fund decreases the frequency of the calculation of Net Asset Value;

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

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

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

TERMINATION OF THE FUND

The Fund will be terminated and dissolved in the event of any of the following: (i) there are no outstanding Units; (ii) the Trustee or the Manager resigns and no successor is appointed within the time limits prescribed in the Trust Agreement; (iii) the Manager is, in the opinion of the Trustee, in material default of its obligations under the Trust Agreement and such default continues for 120 days from the date that the Manager receives notice of such material default from the Trustee; (iv) the Manager has been declared bankrupt or insolvent or has entered into liquidation or winding-up, whether compulsory or voluntary (and

not merely a voluntary liquidation for the purposes of amalgamation or reconstruction); (v) the Manager makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; or (vi) the assets of the Manager have become subject to seizure or confiscation by any public or governmental authority.

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

In the event of the winding-up of the Fund, the rights of Unitholders to require redemption of any or all of their Units shall be suspended, the Manager shall make appropriate arrangements for converting the investments of the Fund into cash. After payment of the liabilities of the Fund, each Unitholder registered as such at the close of business on the date fixed as the termination date of the Fund shall be entitled to receive from the Trustee its proportionate share of the value of that Fund in accordance with the number of Units which it then holds.

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

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of the principal Canadian federal income tax considerations with respect to the tax status of the Fund and to Unitholders who are individuals (other than a trust) and who, for the purposes of the Tax Act, are resident in Canada, deal at arm's length, and are not affiliated, with the Fund and hold their Units as capital property. Units will generally be considered capital property to a Unitholder unless the Unitholder holds the Units in the course of carrying on a business of trading or dealing in securities or has acquired the Units in a transaction or transactions considered to be an adventure in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their Units as capital property may be entitled to have their Units (and every other "Canadian security" owned by them in that taxation year or any subsequent taxation year) treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Unitholders should consult their own tax advisors regarding the availability and the appropriateness of making this election.

This summary is not applicable to either a Unitholder that is a "financial institution" (as defined in the Tax Act for purposes of the "mark-to-market" rules), a "specified financial institution"(as defined in the Tax Act), a Unitholder to whom the functional currency reporting rules contained in section 261 of the Tax Act applies, a Unitholder an interest in which is a "tax shelter investment" (as defined in the Tax Act), or a Unitholder who has entered into a "derivative forward agreement" (as defined in the Tax Act) with respect to the Units. Any such Unitholder should consult its own tax advisor with regard to its income tax consequences.

This summary is also based on the assumption that (i) none of the issuers of the securities held by the Fund will be a "tax shelter investment" within the meaning of section 143.2 of the Tax Act, (ii) the Fund will not be a "SIFT trust" as defined in subsection 122.1(1) of the Tax Act (this is based on the assumption that the Units will at no time be listed or traded on a stock exchange or other "public market") and (iii) the Fund is not subject to a "loss restriction event", as defined in the Tax Act.

This summary is based on the current provisions of the Tax Act and the Income Tax Regulations, all specific proposals to amend the Tax Act and the Income Tax Regulations publicly announced by the Minister of

Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and our understanding of the current administrative and assessing policies of the Canada Revenue Agency ("**CRA**"). There can be no assurance that the Tax Proposals will be implemented in their current form or at all, nor can there be any assurance that CRA will not change its administrative or assessing practices. This summary further assumes that the Fund will comply with the Trust Agreement and certificates issued to counsel regarding certain factual matters. Except for the Tax Proposals, this summary does not otherwise take into account or anticipate any change in the law, whether by legislative, governmental or judicial decision or action, which may affect adversely any income tax consequences described herein, and does not take into account provincial, territorial or foreign tax considerations, which may differ significantly from those described herein.

This summary is not exhaustive of all possible Canadian federal tax considerations applicable to a Unitholder and is not intended to constitute legal or tax advice. The income and other tax consequences will vary depending on the Unitholder's particular circumstances, including the province(s) or territory(ies) in which the Unitholder resides or carries on business. Accordingly, Unitholders should consult their own professional advisors to obtain advice on the income tax consequences that apply to their individual circumstances.

Qualification as a Mutual Fund Trust

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

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

Taxation of the Fund

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

The Manager has advised counsel that, generally, the Fund will include gains and deduct losses in connection with investments made through derivative instruments on income account (except where such derivatives are used to hedge securities held on capital account), and that the Fund will recognize such gains and losses for tax purposes at the time that they are realized. Gains and losses of the Fund in respect of the short sale of securities (other than the short sale of Canadian securities) are generally considered to be on income account; however, in certain instances, if the Fund has made an election under subsection 39(4) of the Tax Act and the short sale is of "Canadian securities" within the meaning of the Tax Act, the gain or

loss will be a capital gain or loss. To the extent short positions are not used to hedge securities held on capital account, they will be treated on income account.

The Fund will be required to include in its income for each taxation year all interest that accrues or is deemed to accrue to it to the end of the year, or becomes receivable or is received by it before the end of the year, except to the extent that such interest was included in computing its income for a preceding taxation year. The Fund will also be required to include in its income for a taxation year all dividends and other distributions received in the year on shares of corporations.

Upon the actual or deemed disposition of an investment held by the Fund as capital property, the Fund will realize a capital gain (or capital loss) to the extent that the proceeds of disposition, net of amounts otherwise included in income, exceed (or are less than) the adjusted cost base of such Fund investment and any reasonable costs of disposition, provided such Fund investment is capital property to the Fund. The Manager has advised that the Fund will make an election under subsection 39(4) of the Tax Act so that all Fund investments that are Canadian securities (as defined in the Tax Act) will be deemed to be capital property.

A distribution by the Fund of investments upon a redemption of Units will be treated as a disposition by the Fund of such investments so distributed for proceeds of disposition equal to their fair market value. The Fund will realize a capital gain (or a capital loss) to the extent that the proceeds of disposition exceed (or are less than) the adjusted cost base of the distributed Fund investments and any reasonable costs of disposition. The Fund currently intends to treat as payable to and designate to a redeeming Unitholder any capital gain or income realized by the Fund as a result of the distribution of such property to the Unitholder.

In computing its income for tax purposes, the Fund may generally deduct reasonable administrative and other expenses incurred to earn income in accordance with the detailed rules in the Tax Act, including interest on any borrowings generally to the extent borrowed funds are used for the purpose of earning income from its investments. All of the Fund's deductible expenses, including expenses common to all classes of Units and Management Fees and other expenses specific to a particular class of Units, will be taken into account in determining the income or loss of the Fund as a whole and applicable taxes payable by the Fund as a whole.

The Fund will be entitled for each taxation year throughout which it is a mutual fund trust to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized capital gains by an amount determined under the Tax Act based on the redemptions of Units during the year ("**capital gains refund**"). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset the tax liability of the Fund for such taxation year which may arise upon the sale of securities in connection with a redemption of Units.

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

The Fund is required to compute all amounts, including interest, cost of property and proceeds of disposition, in Canadian dollars for purposes of the Tax Act. As a consequence, the amount of income, expenses and capital gains for capital losses for the Fund may be affected by changes in the value of a foreign currency relative to the Canadian dollar.

Taxation of Unitholders

Unitholders (other than Tax Deferred Plans) will be required to include in their income for tax purposes for

a particular year the amount of net income and net taxable capital gains, if any, paid or payable to them, whether or not reinvested in additional Units. Certain provisions of the Tax Act permit the Fund to make designations that have the effect of flowing through to the Unitholders the income and taxable capital gains realized by the Fund. To the extent that appropriate designations are made by the Fund, taxable dividends on shares of taxable Canadian corporations and net taxable capital gains paid or payable to Unitholders will be taxable as if such income had been received by them directly. Income of the Fund derived from foreign sources may be subject to foreign withholding taxes which, to the extent permitted by the Tax Act, may be claimed as a deduction or credit by Unitholders. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the normal gross-up and dividend tax credit rules will apply. To the extent that distributions to Unitholders exceed the net income and net realized capital gains of the Fund for the year, such excess distributions will be a return of capital and will not be taxable in the hands of the Unitholder but will reduce the adjusted cost base to the Unitholder of such Unitholder's Units, except to the extent such amount is the non-taxable portion of a capital gain of the Fund the taxable portion of which was designated to the Unitholder. To the extent that the adjusted cost base of a Unit would be less than zero, the negative amount will be deemed to be a capital gain realized by the Unitholder from the disposition of the Unit and the Unitholder's adjusted cost base of the Units will be increased by the amount of such deemed capital gain.

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

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

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

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

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

This effect could be particularly significant if the Unitholder purchases Units just before a record date for distribution by the Fund.

Eligibility for Investment

Provided the Fund qualifies at all relevant times as a "mutual fund trust" under the Tax Act and the Income Tax Regulations, Units will be "qualified investments", as defined in the Tax Act, for Tax Deferred Plans. A fee of up to $125 may be charged for each transfer or deregistration of Units held directly with the Manager in a Tax Deferred Plan or IPP. The Manager intends to accept subscriptions for Units for investment by a RRIF or a LIF. However, due to the nature and administration of such plans, holders of such plans are advised to consult their broker for additional information as to the implications relating to an investment by such plans with respect to redemptions.

Notwithstanding that Units will be qualified investments for an RRSP, RRIF or a TFSA the annuitant of an RRSP, RRIF or the holder of a TFSA, as the case may be, will be subject to penalty taxes in respect of the Units if such properties are a "prohibited investment" (as defined in the Tax Act) for the RRSP , RRIF or the TFSA, as applicable. The Units will not be a "prohibited investment" provided that the annuitant or holder, as the case may be: (i) deals at arm's length with the Fund, and (ii) does not have a "significant interest" in the Fund (within the meaning of the Tax Act). Generally, an annuitant or holder, as the case may be, will not have a significant interest in the Fund unless the annuitant or holder, as the case may be, owns interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with whom the holder or annuitant, as the case may be, does not deal at arm's length. In addition, the Units will generally not be a "prohibited investment" if the Units are "excluded property" as defined in the Tax Act for RRSPs, RRIFs or TFSAs. Under proposed amendments to the Income Tax Act contained in the federal budget released on March 22, 2017, the prohibited investment rules will also apply to a trust governed by a RESP or RDSP. Unitholders should consult their own tax advisors as to whether the Units will be a prohibited investment in their particular circumstances.

Provided that the annuitants under IPPs are not employees of the Fund, the Trust, the Partnership, the General Partner, or any person or partnership that does not deal at arm's length with any such persons or partnerships, IPPs may be permitted to invest in Units. An IPP's administrator in each case will be required to determine whether an investment in Units would be a permitted investment for the specific IPP under the *Pension Benefits Act* (Ontario), or other similar provincial or federal legislation.

Tax Exempt Unitholders

In the event that on a redemption of Units, a Unitholder that is a Tax Deferred Plan receives a distribution in kind from the Fund, including LP Units, such property may not be, and in the case of LP Units, will not be, a qualified investment for a Tax Deferred Plan. Where the LP Units are non-qualified investments for Unitholders that are Tax Deferred Plans, a penalty taxes will generally be imposed, including: (i), where a Unitholder is an RRSP, RRIF or TFSA, the annuitant or holder, as the case may be, would be subject to a penalty tax equal to 50% of the fair market value of the non-qualified investment acquired by such Tax Deferred Plan; and (ii) a Unitholder that is a DPSP will be liable to a penalty tax equal to 100% of the fair market value of the non-qualified investment acquired by the DPSP. The penalty tax paid by an RRSP, RRIF, TFSA or DPSP may be refunded under certain limited circumstances where such Tax Deferred Plan disposes of the non-qualified investment within the times prescribed by the Tax Act. In addition, a Tax Deferred Plan (other than a DPSP and an RESP) would be subject to tax on any income and capital gains from non-qualified investments. Investors are urged to consult with their tax advisors in respect of purchases of Units made through a Tax Deferred Plan.

RISK FACTORS

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

Risks Associated with an Investment in the Fund

No Guaranteed Return

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

Not a Public Mutual Fund

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

Class Risk

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

Charges to the Fund

The Fund is obligated to pay Management Fees, commissions and trustee, custodians, record-keeper, legal, accounting, filing and other expenses regardless of whether the Fund realizes any profits. See "Fees and Expenses – Operating Expenses Payable by the Fund".

Changes in Investment Objective, Strategies and Restrictions

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

Unitholders not Entitled to Participate in Management

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

Dependence of BFI on Key Personnel

BFI depends, to a great extent, on the services of a limited number of individuals in the investment management of the assets of the Fund. The loss of such services for any reason could impair the ability of BFI to perform its investment management activities on behalf of the Fund.

Reliance on BFI

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

Resale Restrictions

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. There is no formal market for the Units and one is not expected to develop. In addition, Unit transfers are subject to approval by the Manager. Accordingly, it is possible that Unitholders may not be able to resell their Units other than by way of a redemption of their Units on a Valuation Date, subject to the limitations described under "Redemption of Units".

Illiquidity

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. There can be no assurance that the Fund will be able to dispose of its investments in order to honour requests to redeem Units.

Possible Effect of Redemptions

Substantial redemptions of Units could require the Fund and the Partnership to liquidate securities positions 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.

Redemptions in Kind

Provided the Fund qualifies at all relevant times as a "mutual fund trust" for the purposes of the Tax Act, Units will be qualified investments under the Tax Act for Tax Deferred Plans. Tax Deferred Plans will generally not be liable for tax in respect of any distributions received from the Fund. In the event that on a redemption of Units, a Unitholder that is a Tax Deferred Plan receives a distribution in kind from the Fund, including LP Units, such property may not be, and in the case of LP Units will not be, a qualified investment for a Tax Deferred Plan. Where the LP Units are non-qualified investments for Unitholders that are Tax Deferred Plans, a penalty tax will apply as follows: (i), where a Unitholder is an RRSP, RRIF or TFSA, the annuitant or holder, as the case may be, would be subject to a penalty tax equal to 50% of the fair market value of the non-qualified investment acquired by such Tax Deferred Plan; (ii) a Unitholder that is a DPSP will be liable to a penalty tax equal to 100% of the fair market value of the non-qualified investment acquired by the DPSP; and (iii) where the Unitholder is a DPSP or an RESP, the Unitholder would be

subject to a penalty tax equal to 1% of the fair market value of the LP Units at the end of every month that it holds the non-qualified investment. The penalty tax paid by an RRSP, RRIF, TFSA or DPSP may be refunded under certain limited circumstances. In addition, a Tax Deferred Plan (other than a DPSP and an RESP) would be subject to tax on any income and capital gains from non-qualified investments. Investors are urged to consult with their tax advisors in respect of purchases of Units made through a Tax Deferred Plan.

Distributions

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

Liability of Unitholders

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

Potential Indemnification Obligations

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

Lack of Independent Experts Representing Unitholders

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

No Involvement of Unaffiliated Selling Agent

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

Risks Associated with an Investment in the Partnership

The Fund's sole investment will be an indirect investment in Class I LP Units of the Partnership. The following risk factors, associated with an investment in the Partnership, will indirectly impact Unitholders in the Fund.

No Guaranteed Return

AN INVESTMENT IN THE PARTNERSHIP IS NOT GUARANTEED AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. A SUBSCRIPTION FOR UNITS SHOULD BE CONSIDERED ONLY BY PERSONS FINANCIALLY ABLE TO MAINTAIN THEIR INVESTMENT AND WHO CAN BEAR THE RISK OF LOSS ASSOCIATED WITH AN INVESTMENT IN THE 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.

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.

Class Risk

Each class of LP 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 LP 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.

Charges to the Partnership

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

Changes in Investment Objective, Strategies and Restrictions

BFI may alter its investment objective, strategies and restrictions 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.

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 activities. The success or failure of the Partnership will ultimately depend on the investment of the assets of the Partnership by BFI whom the Limited Partners will not have any direct dealings. Notwithstanding the foregoing, the Manager of the Fund is also the Manager of the Partnership and, as such, will have direct, ongoing knowledge of the operations of the Partnership.

Dependence of BFI on Key Personnel

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

Reliance on BFI

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

Resale Restrictions

The offering of the LP Units is not qualified by way of prospectus and, consequently, the resale of the LP Units is subject to restrictions under applicable securities legislation. There is no formal market for the LP Units and one is not expected to develop. Accordingly, it is possible that Limited Partners, including the Trust and indirectly, the Fund, may not be able to resell their LP Units other than by way of redemption of their Units on a Partnership Valuation Date, subject to the limitations described under "The Limited Partnership Agreement – Redemption of LP Units".

Illiquidity

Holders of LP Units, including the Trust, may not be able to liquidate their investment in a timely manner and LP Units may not be readily accepted as collateral for a loan. There can be no assurance that the Partnership will be able to dispose of its investments in order to honour requests to redeem LP Units.

Possible Effect of Redemptions

Substantial redemptions of LP Units could require the Partnership to liquidate securities positions 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 LP Units redeemed and of the LP Units that remain outstanding.

Distributions and Allocations

The Partnership is not required to distribute its 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 (including the

Trust) in accordance with the provisions of the Limited Partnership Agreement as described under "The Limited Partnership Agreement – Distributions and Computation and Allocation of Net Income or Net Losses of the Partnership" 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 (including the Trust). The Trust will thereafter allocate all of its income to the Fund. Allocations for tax purposes to the Trust, and indirectly, to the Fund, may not correspond to the economic gains and losses which the Trust, and indirectly, the Fund, may experience.

Repayment of Certain Distributions

Other than with respect to the possible loss of limited liability as outlined in the risk factor below, no Limited Partner will be obligated to pay any additional assessment on the LP 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 (including the Trust) for the repayment of any distributions or returns of contributions received by such Limited Partner (including upon redemption of LP 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 (including the Trust) 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 LP Units remains liable to make such repayments, irrespective of whether his or her transferee becomes a substituted Limited Partner. See "The Limited Partnership Agreement – Liability of Limited Partners and Registration of the Partnership".

Possible Loss of Limited Liability

The Partnership may, by virtue of its offering of the LP Units or otherwise, be carrying on business in Offering Jurisdictions other than the jurisdiction under which it was formed. The Partnership is 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 its offering of the LP Units 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 (including the Trust) 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 "The Limited Partnership Agreement – Liability of Limited Partners and Registration of the Partnership".

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 the Net Asset Value per LP Unit for each class of LP Units and, by extension, the Net Asset Value of the Fund and the Net Asset Value per Unit for each class of Units.

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 and the Net Asset Value per LP Unit for each class of LP Units 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 LP 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 LP 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 LP 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 LP Unit of any class of LP Units retroactively.

Lack of Independent Experts Representing Limited Partners

Each of the Partnership, the General Partner and the Manager have consulted with legal counsel regarding the formation and terms of the Partnership and the offering of the LP Units. The Limited Partners have not, however, been independently represented. Therefore, to the extent that the Partnership, the Limited Partners or the offering of the LP Units 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 LP Units and the suitability of investing in the Partnership.

No Involvement of Unaffiliated Selling Agent

The General Partner and the 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 the offering of the LP Units, the structure of the Partnership or the background of the General Partner and the Manager.

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 LP 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.

U.S. Withholding Tax Risk

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

Under the terms of the intergovernmental agreement between Canada and the U.S. to provide for the implementation of FATCA (the "Canada-U.S. IGA"), and its implementing provisions under the Tax Act, the Partnership will be treated as complying with FATCA and not subject to the 30% withholding tax if the Partnership complies with the terms of the Canada-U.S. IGA. Under the terms of the Canada-U.S. IGA, the Partnership will not have to enter into an individual FATCA agreement with the IRS but the Partnership will be required to register with the IRS and to report certain information (including account balances) on accounts held by U.S. persons owning, directly or indirectly, an interest in the Partnership, or held by certain other persons or entities. In addition, the Partnership may also be required to report certain information (including account balances) on accounts held by investors that did not provide the required residency and identity information to the Partnership. The Partnership will not have to provide information directly to the IRS but instead will be required to report information to the CRA. The CRA will in turn exchange information with the IRS under the existing provisions of the Canada-U.S. Income Tax Convention. The Canada-U.S. IGA sets out specific accounts that are exempt from being reported, including certain tax deferred plans. By investing in the Partnership the investor is deemed to consent to the Partnership disclosing such information to the CRA. If the Partnership is unable to comply with any of its obligations under the Canada-U.S. IGA, the imposition of the 30% U.S. withholding tax may affect the Net Asset Value of the Partnership and may result in reduced investment returns to Unitholders. It is possible that the administrative costs arising from compliance with FATCA and/or the Canada-U.S. IGA and future guidance may also cause an increase in the operating expenses of the Partnership.

Withholdable payments include (i) certain U.S. source income (such as interest, dividends and other passive income) and (ii) gross proceeds from the sale or disposition of property that can produce U.S. source interest or dividends. The withholding tax applies to withholdable payments made on or after July 1, 2014 (or January 1, 2019 in the case of gross proceeds). The 30% withholding tax may also apply to any "foreign passthru payments" paid by certain entities to certain investors on or after January 1, 2019. The scope of foreign passthru payments will be determined under the U.S. Treasury regulations that have yet to be issued.

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

Risks Associated with the Partnership's Underlying Investments

The Fund's sole investment will be an indirect investment in LP Units of the Partnership. The following risk factors, associated with the Partnership's underlying investments, will indirectly impact Unitholders in the Fund.

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.

Assessment of the Market

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

Concentration

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

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.

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.

Credit Risk

The investments of the Partnership in Private Debt Loans will expose the Partnership to the credit risk of the borrower or counterparty, as applicable, including the risk of default by the borrower or counterparty, as applicable, on the interest, principal and other payment amounts owing on the debt. Although BFI will seek to moderate risk through the careful selection of investments within the parameters of the investment strategy, and such investments in the Portfolio will generally be secured by specific collateral, there can be no assurance the liquidation of such collateral would satisfy a borrower's obligation in the event of default or that such collateral could be readily liquidated under such circumstances. In the event of bankruptcy of a borrower, delays or limitations could be experienced with respect to the ability to realize the benefits of any collateral securing a Private Debt Loan.

Impaired Loans; No Insurance

The Partnership may from time to time have one or more impaired loans in its Portfolio. Loans are impaired where full recovery is considered in doubt based on a current evaluation of the security held and for which specific loss provisions have been established. Any Private Debt Loans which are secured by buildings and/or land will not generally be insured by a mortgage insurer in whole or in part. Consequently, the performance of such impaired loans may affect the overall performance of the Partnership.

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 and/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 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 BFI 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 BFI seeks for the Partnership.

Currency Risk

Investment in securities denominated in a currency other than Canadian dollars will be affected by changes in the value of the Canadian dollar in relation to the value of the currency in which the security is denominated. Thus, the value of securities within the 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.

Suspension of Trading

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

Leverage

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

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

CONFLICTS OF INTEREST

Various potential conflicts of interest exist between the Fund, the Partnership, the General Partner and the Manager. These potential conflicts of interest may arise as a result of common ownership and certain common directors, partners, officers and personnel and, accordingly, will not be resolved through arm's length negotiations but through the exercise of judgment consistent with fiduciary responsibilities to the Fund and its Unitholders generally.

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

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

The Manager may retain work fees and monitoring fees collected from borrowers as compensation for acting as the administrator of the Private Debt Loans. The Manager will receive Management Fees and other fees described under "Fees and Expenses".

The Fund may enter into loan facilities with an affiliate of BFI for the purposes of funding redemption requests. Such investment decision shall be made by BFI. See "Interest of Management and Others in Material Transactions".

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

The General Partner was formed for the purpose of acting as the General Partner of the Partnership. The General Partner is wholly owned by the Manager.

Certain directors, officers and employees of the Manager and/or its affiliates and associates may purchase and hold Units, LP Units of the Partnership and/or the securities of certain of the Portfolio companies from time to time.

The Manager may receive compensation and/or reimbursement of expenses from the Fund and the Partnership as described under "Management of the Fund", "Bridging Income Fund LP" and "Fees and

Expenses". The General Partner will receive the Incentive Allocation from the Partnership. In addition, the Manager will receive Management Fees and other fees described under "Fees and Expenses".

A registered dealer affiliate of the Manager may in the future participate in the offering of the Units to its clients for which it will receive a service commission with respect to Class A Units as described under "Dealer Compensation". In addition, the Partnership may execute a portion of its Portfolio transactions through such registered dealer affiliate in the future.

TRUSTEE

Pursuant to the Trust Agreement, RBC Investor & Treasury Services is the trustee of the Fund. The Trustee is a trust company organized under the federal laws of Canada. The principal office of the Trustee is located at 155 Wellington Street West, 5th Floor, RBC Centre, Toronto, Ontario, M5V 3L3.

As compensation for its services, the Trustee will receive an annual fee (as well as recovery of its out-of-pocket expenses), the amount of which shall be settled in writing by the Trustee and the Manager.

CUSTODIANS

Bank of Montreal and RBC Investor & Treasury Services (in such capacity, the "**Custodian**") are the custodians of the monetary assets of the Fund. As compensation for the custodian services rendered to the Fund, the Custodians will receive such fees from the Fund as the Manager may approve from time to time. The Custodians will be responsible for the safekeeping of all of the monetary assets of the Fund delivered to it and will act as the custodian of such assets, other than those assets transferred to the Custodians or another entity, as the case may be, as collateral or margin.

The Manager has retained Scotiatrust Custody Services and RBC Investor & Treasury Services to act as the custodian of the non-monetary assets of the Fund.

The Manager, with the consent of the Trustee, will have the authority to change the custodian arrangement described above including, but not limited to, the appointment of a replacement custodian and/or additional custodians.

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

ADMINISTRATOR, RECORD-KEEPER AND FUND REPORTING

Pursuant to the Administration Agreement, RBC Investor & Treasury Services is administrator and record-keeper to the Fund to maintain a record of Unitholders. Pursuant to the Administration Agreement, any fees required to be paid to the record-keeper for services rendered, other than in respect of a transfer of Units, will be the responsibility of the Fund.

The Administrator also provides, among other things, valuation and financial reporting services to the Fund and to calculate the Net Asset Value of the Fund and the Class Net Asset Value for each class of Units on each Valuation Date. See "Computation of Net Asset Value of the Fund".

AUDITORS

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

UNITHOLDER REPORTING

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

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

The Manager will also cause to be furnished to the Unitholders and the Trustee any notice it receives of: (i) any assignment of the Partnership Management Agreement by the Manager; (ii) any change to the investment objective and strategies of the Partnership and the Partnership Restrictions; (iii) the General Partner's desire to change the fiscal year-end of the Partnership; (iv) any change in the location of the principal office of the Partnership; (v) any person designated by the General Partner as transfer agent of the Partnership; (vi) any proposed change to the method of calculation of the Management Fee which would result in an increase in such fees being payable by the Partnership; (vii) any meeting of the Limited Partners; (viii) the intention of the General Partner to dissolve the Partnership; and (ix) any material amendment to the Limited Partnership Agreement, together with a written explanation for the reasons for such amendment.

MATERIAL CONTRACTS

The material contracts of the Fund are as follows:

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

(ii) the Management Agreement referred to under "Management of the Fund".

PROCEEDS OF CRIME (MONEY LAUNDERING) LEGISLATION

In order to comply with federal legislation aimed at the prevention of money laundering, the Manager may require additional information concerning each prospective investor and Unitholder. If, as a result of any information or other matter which comes to the Manager's attention, any director, partner, officer or employee of the Manager, or their respective professional advisors, knows or suspects that a prospective investor or a Unitholder 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 will not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

PRIVACY POLICY

In connection with the offering and sale of Units, personal information (such as address, telephone number, social insurance number, birth date, asset and/or income information, employment history and credit history, if applicable) about Unitholders is collected and maintained. Such personal information is collected to enable the Manager to provide Unitholders with services in connection with their investment in the Fund, to meet legal and regulatory requirements and for any other purpose to which Unitholders may consent in the future. Investors are encouraged to review the privacy policy of the Fund set out in the subscription form prescribed by the Manager from time to time. By completing a subscription form for Units, subscribers consent to the collection, use and disclosure of his or her personal information in accordance with such policy.

PURCHASERS' RIGHTS OF ACTION FOR DAMAGES OR RESCISSION

Securities laws in certain jurisdictions of Canada provide purchasers, in addition to any other rights they may have at law, with rights of action for damages or rescission if an offering memorandum, such as this Offering Memorandum, or any amendment to it and, in certain cases, advertising and sales literature used in connection therewith, contains a misrepresentation. However, these rights must be exercised by the purchaser within the time limits prescribed by the applicable securities laws. Each purchaser should refer to the provisions of the applicable securities laws for a complete text of these rights and/or consult with a legal advisor.

The following is a summary of the statutory rights of action for damages or rescission available to purchasers resident in certain provinces and territories. These summaries are subject to the express provisions of the applicable securities laws of such jurisdictions and the regulations, rules and policy statements thereunder, and reference is made thereto for the complete texts of such provisions. The rights of action described below are in addition to, and without derogation from, any other right or remedy that a purchaser may have under applicable laws.

Statutory Rights of Action

Purchasers Resident in Alberta in Reliance on the Minimum Amount Investment Exemption

Alberta Securities Commission Rule 45-511 *Local Prospectus Exemptions and Related Requirements* provides that the following statutory rights of action apply to information contained in an offering memorandum, such as this Offering Memorandum, that is provided to a purchaser of securities in respect of a distribution made in reliance only on the "minimum amount investment" exemption in section 2.10 of NI 45-106.

The rights of action for damages or rescission described herein is conferred by section 204 of the *Securities Act* (Alberta) (the "**ASA**") and the time limits specified by section 211 of the ASA in which an action to enforce a right under section 204 must be commenced. If this Offering Memorandum, or any amendment to it, provided in connection with a distribution made in reliance on the "minimum amount investment" exemption contains a misrepresentation, a purchaser resident in Alberta who purchases under such exemption a security offered by this Offering Memorandum: (a) is deemed to have relied on the misrepresentation if it was a misrepresentation at the time of purchase and, in addition to any other rights the purchaser may have at law, (b) has a right of action for damages against (i) the Fund, and (ii) each person who signed this Offering Memorandum (each a "**Signatory**" and collectively, the "**Signatories**"). If a purchaser elects to exercise a right of rescission against the Fund, the purchaser will have no right of action for damages against the Fund or the Signatories.

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

No action may be commenced to enforce either right of action unless the right is exercised:

(a) in the case of an action for rescission, on notice given to the Fund not later than 180 days from the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action for damages, on notice given to the Fund not later than the earlier of (i) 180 days from the date the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years from the date of the transaction that gave rise to the cause of action,

and also provided that:

(a) the Fund or a Signatory will not be held liable under this paragraph if the Signatory or the Fund proves the defendant purchased the Units with knowledge of the misrepresentation;

(b) in an action for damages, the Fund or the Signatory will not be liable for all or any portion of those damages that they prove 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 under this paragraph exceed the price at which the Units were sold to the purchaser.

Purchasers Resident in Manitoba

In the event that this Offering Memorandum, or any amendment hereto, contains a misrepresentation and it is a misrepresentation at the time of purchase, the purchaser shall be deemed to have relied upon the misrepresentation and shall have, in addition to any other rights the purchaser may have at law: (a) a right of action for damages against (i) the Fund, (ii) every director of the Fund at the date of the Offering Memorandum (each a "**Director**" and collectively, the "**Directors**"), and (iii) every Signatory; and (b) a right of rescission against the Fund. If a purchaser elects to exercise a right of rescission against the Fund, the purchaser will have no right of action for damages against the Fund, the Directors or the Signatories.

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

The Fund, the Directors and the Signatories will not be liable if they prove that the purchaser purchased the Units with knowledge of the misrepresentation.

All of the Fund, the Directors and the Signatories that are found to be liable or accept liability are jointly and severally liable. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person who is jointly and severally liable to make the same payment in the same cause of action unless, in all the circumstances of the case, the court is satisfied that it would not be just and equitable.

Directors or Signatories will not be liable:

(a) if they prove the Offering Memorandum was sent to the purchaser without their knowledge or consent and, after becoming aware that it was sent, promptly gave reasonable notice to the Fund that it was delivered without their knowledge and consent;

(b) if they prove that, after becoming aware of a misrepresentation in the Offering Memorandum they withdrew their consent to the Offering Memorandum and gave reasonable notice to the Fund of their withdrawal and the reasons therefor;

(c) if, 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, opinion or statement of an expert ("**Expert Opinion**"), if they prove they did not have any reasonable grounds to believe and did not believe that there was a misrepresentation or that the relevant part of the Offering Memorandum did not fairly represent the Expert Opinion or was not a fair copy of, or an extract from, such Expert Opinion; or

(d) with respect to any part of the Offering Memorandum not purporting to be made on an expert's authority, or not purporting to be a copy of, or an extract from an Expert Opinion, unless the Director or Signatory (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or (ii) believed there had been a misrepresentation.

A person or company is not liable in an action for a misrepresentation in forward-looking information if the person or company proves that this Offering Memorandum contained, proximate to that information, reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and a statement of the material factors or assumptions that were applied in drawing the conclusion or making the forecast or projection, and the person or company had a reasonable basis for drawing the conclusions or making the forecasts or projections set out in the forward-looking information.

In an action for damages, the Fund, the Directors and the Signatories will not be liable for all or any part of the damages that they prove do not represent the depreciation in value of the Units as a result of the misrepresentation. The amount recoverable under the right of action shall not exceed the price at which the Units were offered under this Offering Memorandum.

A purchaser of Units to whom the Offering Memorandum was required to be sent in compliance with the regulations respecting an offering memorandum but was not sent within the time prescribed for sending the Offering Memorandum by those regulations, has a right of action for rescission or damages against the Fund or any dealer who did not comply with the requirement.

A purchaser to whom the Offering Memorandum is required to be sent may rescind the contract to purchase the Units by sending a written notice of rescission to the Fund not later than midnight on the second day, excluding Saturdays and holidays, after the purchaser signs the agreement to purchase the Units.

Unless otherwise provided under applicable securities laws, no action shall be commenced to enforce a right of action unless the right is exercised:

(a) in the case of rescission, not later than 180 days from the day of the transaction that gave rise to the cause of action; or

(b) in the case of an action, other than an action for rescission, the earlier of (i) 180 days from the day the purchaser first had knowledge of the facts giving rise to the cause of action; and (ii) two years from the day of the transaction that gave rise to the cause of action.

Purchasers Resident in New Brunswick

New Brunswick Securities Commission Rule 45-802 provides that the statutory rights of action for rescission or damages referred to in section 150 ("**Section 150**") of the *Securities Act* (New Brunswick) (the "**NBSA**") apply to information relating to an offering memorandum, such as this Offering Memorandum, that is provided to a purchaser of securities in connection with a distribution made in reliance on the "accredited investor" prospectus exemption in section 2.3 of NI 45-106. Section 150 provides purchasers who purchase securities offered for sale in reliance on an exemption from the prospectus requirements of the NBSA with a statutory right of action against the issuer of securities for rescission or damages in the event that an offering memorandum provided to the purchaser contains a "misrepresentation". In New Brunswick, "misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

Where this Offering Memorandum is delivered to a prospective purchaser of Units in connection with a trade made in reliance on section 2.3 of NI 45-106, and this Offering Memorandum contains a misrepresentation, a purchaser who purchases Units will be deemed to have relied on the misrepresentation and will have, subject to certain limitations and defences, a statutory right of action against the Fund for damages or, while still the owner of Units, 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 the right of action for rescission will be exercisable by the purchaser only if the purchaser commences an action against the defendant, not more than 180 days after the date of the transaction that gave rise to the cause of action, or, in the case of any action other than an action for rescission, the earlier of: (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) six years after the date of the transaction that gave rise to the cause of action.

The Fund shall not be liable where it is not receiving any proceeds from the distribution of the Units being distributed and the misrepresentation was not based on information provided by the Fund unless the misrepresentation (i) was based on information that was previously publicly disclosed by the Fund, (ii) was a misrepresentation at the time of its previous public disclosure, and (iii) was not subsequently publicly corrected or superseded by the Fund before the completion of the distribution of the Units being distributed.

In addition, if advertising or sales literature is relied upon by a purchaser in connection with a purchase of Units and such advertising or sales literature contains a misrepresentation, the purchaser shall also have a right of action for damages or rescission against every promoter or director of the Fund at the time the advertising or sales literature was disseminated.

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 shall be deemed to have relied upon the misrepresentation if it was a misrepresentation at the time of purchase, and has a right of action for damages against the individual who made the verbal statement. No such individual will be liable if:

(a) that individual can establish that he or she cannot reasonably be expected to have known that his or her statement contained a misrepresentation; or

(b) prior to the purchase of Units by the purchaser, that individual notified the purchaser that the individual's statement contained a misrepresentation.

Neither the Fund nor any other person referred to above will be liable, whether for misrepresentations in this Offering Memorandum, any advertising or sales literature or in a verbal statement:

(a) if the Fund or such other person proves that the purchaser purchased the Units with

knowledge of the misrepresentation; or

(b) in an action for damages, for all or any portion of the damages that the Fund or such other person proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied on.

No person, other than the Fund, is liable for misrepresentations in any advertising or sales literature if the person proves:

(a) that the advertising or sales literature was disseminated without the person's knowledge or consent and that, on becoming aware of its dissemination, the person gave reasonable general notice that it was so disseminated,

(b) that, after the dissemination of the advertising or sales literature and before the purchase of the Units by the purchaser, on becoming aware of any misrepresentation in the advertising or sales literature the person withdrew the person's consent to it and gave reasonable general notice of the withdrawal and the reason for the withdrawal, or

(c) that, with respect to a false statement purporting to be a statement made by an official person or contained in what purports to be a copy of, or an extract from, a public official document, it was a correct and fair representation of the statement or copy of, or extract from, the document, and the person had reasonable grounds to believe and did believe that the statement was true.

No person, other than the Fund, is liable with respect to any part of the advertising or sales literature not purporting to be made on the authority of an expert and not purporting to be a copy of or, an extract from, a report, opinion or statement of an expert unless the person:

(a) failed to conduct such reasonable investigation as to provide reasonable grounds for a belief that there had been no misrepresentation, or

(b) believed there had been a misrepresentation.

Any person who, at the time the advertising or sales literature was disseminated, sells Units on behalf of the Fund with respect to which the advertising or sales literature was disseminated is not liable if that person can establish that the person cannot reasonably be expected to have had knowledge that the advertising or sales literature was disseminated or contained a misrepresentation.

In no case will the amount recoverable for the misrepresentation exceed the price at which the Units were offered.

This summary is subject to the express provisions of the NBSA and the regulations and rules made under it, and prospective purchasers should refer to the complete text of those provisions.

Purchasers Resident in Newfoundland and Labrador

The right of action for damages or rescission described herein is conferred by section 130.1 of the *Securities Act* (Newfoundland and Labrador) (the "**NL Act**"). The NL Act provides, in the relevant part, that where an offering memorandum, such as this Offering Memorandum, contains a misrepresentation, as defined in the NL Act, a purchaser who purchases securities offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied upon the misrepresentation, (a) a statutory right of action for damages against (i) the Fund, (ii) every director of the Fund at the date of the offering

memorandum, and (iii) every person or the Fund who signed the offering memorandum; and (b) for rescission against the Fund.

The NL Act provides a number of limitations and defences in respect of such rights. Where a misrepresentation is contained in an offering memorandum, a person or company shall not be liable for damages or rescission:

(a) where the person or company proves that the purchaser purchased the Units with knowledge of the misrepresentation;

(b) where the person or company proves that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its being sent, the person or company promptly gave reasonable notice to the Fund that it was sent without the knowledge and consent of the person or company;

(c) if the person or the Fund proves that the person or company, on becoming aware of the misrepresentation in the offering memorandum, withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the Fund of the withdrawal and the reason for it;

(d) if, with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company did not have any 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;

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

(ii) believed there had been a misrepresentation;

(f) in the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the Units as a result of the misrepresentation; and

(g) in no case will the amount recoverable in any action exceed the price at which the Units were offered under the offering memorandum.

Section 138 of the NL Act provides that no action shall be commenced to enforce these rights more than:

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

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

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

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

This summary is subject to the express provisions of the NL Act and the regulations and rules made under it, and prospective purchasers should refer to the complete text of those provisions.

Purchasers Resident in Nova Scotia

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) (the "**NSSA**"). Section 138 provides, in the relevant part, that in the event that an offering memorandum, such as this Offering Memorandum, together with any amendments hereto, or any advertising or sales literature (as defined in the NSSA) contains an untrue statement of material fact or omits to state a material fact that is required to be stated or that is necessary in order to make any statements contained herein or therein not misleading in light of the circumstances in which it was made (in Nova Scotia, a "misrepresentation"), a purchaser of securities is deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and has, subject to certain limitations and defences, a statutory right of action for damages against the seller of such securities, the directors of the seller at the date of the offering memorandum and the persons who have signed the offering memorandum or, alternatively, while still the owner of such securities, may elect instead to exercise a statutory right of rescission against the seller, in which case the purchaser will have no right of action for damages against the seller, the directors of the seller at the date of the offering memorandum or the persons who have signed the offering memorandum, provided that, among other limitations:

(a) no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than 120 days after the date payment was made for the securities (or after the date on which initial payment was made for the securities where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment);

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

(c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities; and

(d) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

In addition, no person or company (other than the issuer if it is the seller) will be liable if such person or company proves that:

(a) the offering memorandum or the amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and

that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of the offering memorandum or the amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum, or amendment to the offering memorandum, the person or company withdrew the person's or company's consent to the offering memorandum, or amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum or amendment to the offering memorandum purporting

(i) to be made on the authority of an expert, or

(ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that

(A) there had been a misrepresentation, or

(B) the relevant part of the offering memorandum or amendment to the offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore, no person or company (other than the issuer if it is the seller) will be liable under section 138 of the NSSA with respect to any part of the offering memorandum or amendment to the offering memorandum not purporting

(a) to be made on the authority of an expert; or

(b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company;

(i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or

(ii) believed that there had been a misrepresentation.

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

The liability of all persons or companies referred to above is joint and several with respect to the same cause of action. A defendant who is found liable to pay a sum in damages may recover a contribution, in whole or in part, from a person or company who is jointly and severally liable to make the same payment in the same cause of action unless, in all the circumstances of the case, the court is satisfied that it would not be just and equitable.

This summary is subject to the express provisions of the NSSA and the regulations and rules made under it, and prospective purchasers should refer to the complete text of those provisions.

Purchasers Resident in Ontario

Securities laws of Ontario provide that, subject to the following paragraph, a purchaser resident in Ontario shall have, in addition to any other rights the purchaser may have at law, a right of action for damages or rescission against the Fund and a selling security holder on whose behalf the distribution is made if an offering memorandum, such as this Offering Memorandum, contains a "misrepresentation" (for the purposes of this section, as defined in the *Securities Act* (Ontario)) (the "**OSA**"), without regard to whether the purchaser relied on the misrepresentation. Purchasers should refer to the applicable provisions of the Ontario securities laws for particulars of these rights or consult with a lawyer.

OSC Rule 45-501 *Ontario Prospectus and Registration Exemptions* provides that, when an offering memorandum is delivered to a prospective purchaser in connection with a distribution made in reliance on the "accredited investor" prospectus exemption in section 2.3 of NI 45-106, the rights of action referred to in section 130.1 of the OSA ("**Section 130.1**") will apply in respect of the offering memorandum unless the prospective purchaser is:

(a) a Canadian financial institution, meaning either:

(i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or

(ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services corporation, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

(b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

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

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

Subject to the foregoing, Section 130.1 of the OSA provides a purchaser who purchases Units offered by this Offering Memorandum during the period of distribution with a statutory right of action for damages or rescission against the Fund and a selling security holder on whose behalf the distribution is made in the event that the Offering Memorandum or any amendment to it contains a "misrepresentation", without regard to whether the purchaser relied on the misrepresentation. A "misrepresentation" is defined in the OSA as an untrue statement of material fact or 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 is made. A "material fact", when used in relation to securities issued or proposed to be issued, is defined in the OSA as a fact that would be reasonably expected to have a significant effect on the market price or value of the securities. In the event that this Offering Memorandum, together with any amendment to it, is delivered to a purchaser of Units and this Offering Memorandum contains a misrepresentation which was a misrepresentation at the time of purchase of the Units, the purchaser will have statutory right of action for damages against the Fund and a selling security holder on whose behalf the distribution is made or, while still the owner of the Units, for rescission against the Fund and a selling security holder on whose behalf the distribution is made, in which case, if the purchaser elects to exercise the right of rescission, the

purchaser will have no right of action for damages against the Fund and a selling security holder on whose behalf the distribution is made, provided that:

(a) no action shall be commenced more than, in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or, in the case of any action other than an action for rescission, the earlier of (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) three years after the date of the transaction that gave rise to the cause of action;

(b) no person or company will be liable if he, she or it proves that the purchaser purchased the Units with knowledge of the misrepresentation;

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

(d) no person or company will be liable for a misrepresentation in "forward-looking information" (as defined in the OSA) if he, she or it proves that:

(i) the Offering Memorandum contains, proximate to the forward-looking information, reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection set out in the forward-looking information, and a statement of material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information; and

(ii) it had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward-looking information;

(e) in no case will the amount recoverable exceed the price at which the Units were offered to the purchaser; and

(f) the right of action for damages or rescission is in addition to, and does not derogate from, any other right or remedy the purchaser may have at law.

Purchasers Resident in Prince Edward Island

The right of action for rescission or damages described herein is conferred by section 112 of the *Securities Act* (Prince Edward Island) (the "**PEI Act**"). Section 112 provides, that in the event that an offering memorandum, such as this Offering Memorandum, contains a "misrepresentation", a purchaser who purchased securities during the period of distribution, without regard to whether the purchaser relied upon such misrepresentation, has a statutory right of action for damages against the Fund, the selling security holder on whose behalf the distribution is made, every director of the Fund at the date of the offering memorandum, and every person who signed the offering memorandum. Alternatively, the purchaser while still the owner of Units may elect to exercise a statutory right of action for rescission against the Fund or the selling security holder on whose behalf the distribution is made. Under the PEI Act, "misrepresentation" means an untrue statement of material fact, or an omission to state a material fact that is required to be stated by the PEI Act, or an omission to state a material fact that needs to be stated so that a statement is not false or misleading in light of the circumstances in which it is made. Statutory rights of action for rescission or damages by a purchaser are subject to the following limitations:

(a) no action shall be commenced to enforce the right of action for rescission by a purchaser resident in Prince Edward Island, later than 180 days after the date of the transaction that gave rise to the cause of action;

(b) in the case of any action other than an action for rescission;

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

(ii) three years after the date of the transaction giving rise to the cause of action or whichever period expires first;

(c) no person will be liable if the person proves that the purchaser purchased the Units with knowledge of the misrepresentation;

(d) no person other than the Fund and selling security holder will be liable if the person proves that

(i) the offering memorandum was sent to the purchaser without the person's knowledge or consent and that, on becoming aware of it being sent, the person had promptly given reasonable notice to the Fund that it had been sent without the knowledge and consent of the person;

(ii) the person, on becoming aware of the misrepresentation in the offering memorandum, had withdrawn the person's consent to the offering memorandum and had given reasonable notice to the Fund of the withdrawal and the reason for it; or

(iii) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, statement or opinion of an expert, the person had no reasonable grounds to believe, and did not believe that;

(A) there had been a misrepresentation; or

(B) the relevant part of the offering memorandum:

(I) did not fairly represent the report, statement or opinion of the expert, or

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

If the purchaser elects to exercise a right of action for rescission, the purchaser will have no right of action for damages.

In no case will the amount recoverable in any action exceed the price at which the Units were offered to the purchaser.

In an action for damages, the defendant will not be liable for any damages that the defendant proves do not represent the depreciation in value of the Units as a result of the misrepresentation.

This summary is subject to the express conditions of the PEI Act and the regulations and rules made under it, and prospective purchasers should refer to the complete text of those provisions.

Purchasers Resident in Saskatchewan

Section 138 of *The Securities Act, 1988* (Saskatchewan), as amended (the "**SSA**"), provides that where an offering memorandum, such as this Offering Memorandum, or any amendment to it is sent or delivered to a purchaser and it contains a misrepresentation (for the purposes of this section, as defined in the SSA), a purchaser who purchases securities covered by the offering memorandum or any amendment to it has, without regard to whether the purchaser relied on the misrepresentation, a right of action for rescission against the Fund or a selling security holder on whose behalf the distribution is made or has a right of action for damages against:

(a) the Fund or a selling security holder on whose behalf the distribution is made;

(b) every promoter and director of the Fund or the selling security holder, as the case may be, at the time of the offering memorandum or any amendment to it was sent or delivered;

(c) every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;

(d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed the offering memorandum or the amendment to the offering memorandum; and

(e) every person who or company that sells Units on behalf of the Fund or selling security holder under the offering memorandum or amendment to the offering memorandum.

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

(a) if the purchaser elects its right of rescission against the Fund or selling security holder, it shall have no right of action for damages against that party;

(b) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the Units resulting from the misrepresentation relied on;

(c) no person or company, other than the Fund or a selling security holder, will be liable for any part of the offering memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed there had been a misrepresentation;

(d) in no case shall the amount recoverable exceed the price at which the Units were offered; and

(e) no person or company is liable in action for rescission or damages if that person or company proves that the purchaser purchased the Units with knowledge of the misrepresentation.

In addition, no person or company, other than the Fund or selling security holder, will be liable in an action pursuant to section 138 of the SSA if the person or company proves that:

(a) the offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company immediately gave reasonable general notice that it was so sent or delivered; or

(b) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

In addition, no person or company will be liable in an action pursuant to section 138 of the SSA if that person or company proves that in respect of a misrepresentation in forward looking information (as defined in the SSA), such person or company proves that with respect to the document containing the forward looking information, approximate to that information, there is contained reasonable cautionary language identifying the forward looking information as such and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward looking information; and a statement of material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward looking information; and the person or company had a reasonable basis for drawing the conclusions or making the forecast and projections set out in the forward looking information.

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

Subsection 138.2(1) of the SSA also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement.

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

Subsection 141(2) of the SSA also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by section 80.1 of the SSA.

Not all defences upon which the Fund or others may rely are described herein. Please refer to the full text of the SSA for a complete listing.

Section 147 of the SSA provides that no action shall be commenced to enforce any of the foregoing rights more than:

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

(b) in the case of any other action, other than an action for rescission, the earlier of:

(i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or

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

Section 80.1 of the SSA also provides a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the SSA with a right to withdraw from the agreement to purchase 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, provided such notice is delivered by the purchaser within two business days of receiving the amended offering memorandum.

Purchasers Resident in Northwest Territories, Nunavut or the Yukon

If this Offering Memorandum, or any amendments thereto, delivered to a purchaser of Units resident in the Northwest Territories, Nunavut or the Yukon contains a misrepresentation, a purchaser in such jurisdictions who purchases the Units during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action for damages against (i) the Fund, (ii) the selling security holder on whose behalf the distribution was made, (iii) every director of the Fund at the date of the Offering Memorandum, and (iv) every person who signed the Offering Memorandum. Alternatively, the purchaser may elect to exercise a statutory right of action for rescission against the Fund or the selling security holder on whose behalf the distribution was made, in which case, the purchaser shall have no right of action for damages against the Fund, the selling security holder, the directors and persons who signed the Offering Memorandum. If a misrepresentation is contained in a record incorporated by reference in, or deemed to be incorporated into, an Offering Memorandum, or any amendments thereto, the misrepresentation is deemed to be contained in the Offering Memorandum, or any amendments thereto, as the case may be.

All or any one or more of the persons who are found to be liable, or who accept liability, for a misrepresentation will be jointly and severally liable; provided, however, that the Fund, and every director of the Fund at the date of the Offering Memorandum who is not a selling security holder, will not be liable if the Fund does not receive any proceeds from the distribution of the Units and the misrepresentation was not based on information provided by the Fund, unless the misrepresentation was:

(a) based on information that was previously publicly disclosed by the Fund;

(b) a misrepresentation at the time of its previous disclosure; and

(c) not subsequently publicly corrected or superseded by the Fund before completion of the distribution of the Units.

Any person, including the Fund and the selling security holder, will not be liable for a misrepresentation:

(a) if the person proves that the purchaser purchased the Units with knowledge of the misrepresentation; or

(b) in an action for damages, the person will not be liable for all or any part of those damages that the person 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 Units were sold to the purchaser.

A person, other than the Fund and the selling security holder, will not be liable in an action for damages for a misrepresentation:

(a) if the person proves that the Offering Memorandum, or any amendments thereto, was sent to the purchaser without the person's knowledge or consent and that, on becoming aware of its being sent, the person promptly gave reasonable notice to the Fund that it was sent without the knowledge and consent of the person;

(b) if the person proves that the person, on becoming aware of the misrepresentation in the Offering Memorandum, or any amendments thereto, withdrew the person's consent to the Offering Memorandum, or any amendments thereto, and gave reasonable notice to the Fund of the withdrawal and the reason for it; or

(c) if, with respect to any part of the Offering Memorandum, or any amendments thereto, purporting to be made on the authority of an expert or purporting to be a copy of, or any extract from, a report, statement or opinion of an expert, the person 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, or any amendments thereto,

(A) did not fairly represent the report, statement or opinion of the expert, or

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

In addition, a person, other than the Fund and the selling security holder, will not be liable in an action for damages for a misrepresentation with respect to any part of an Offering Memorandum, or any amendments thereto, not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, statement or opinion of an expert, unless the person:

(a) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or

(b) believed that there had been a misrepresentation.

Any person, including the Fund and the selling security holder, will not be liable for a misrepresentation in forward-looking information (as defined in the *Securities Act* (Northwest Territories), the *Securities Act* (Nunavut) or the *Securities Act* (Yukon)) if the person proves that:

(a) the Offering Memorandum, any amendments thereto, or other document contained, proximate to the forward-looking information, (A) reasonable cautionary language identifying the forward-looking information as such, and (B) identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information,

(b) a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information, and

(c) the person had a reasonable basis for drawing the conclusions or making the forecasts or projections set out in the forward-looking information;

provided, however, that the foregoing does not relieve a person of liability with respect to forward-looking information in a financial statement required to be filed under the securities laws of the Northwest Territories, Nunavut or the Yukon.

No action shall be commenced to enforce a right of action 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 plaintiff first had knowledge of the facts giving rise to the cause of action, or

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

Other Rescission Rights

In certain provinces a purchaser of Units may, where the amount of the purchase does not exceed the sum of $50,000, rescind the purchase by written notice given to the registered dealer from whom the purchase was made (i) within 48 hours after receipt of the confirmation for a lump sum purchase, or (ii) within 60 days after receipt of the confirmation for the initial payment under a contractual plan. Subject to the registered dealer's reimbursement of sales charges and fees to the purchaser as described below, the amount a purchaser is entitled to recover on exercise of this right to rescind shall not exceed the Net Asset Value of the Units purchased, at the time the right is exercised. The right to rescind a purchase made under a contractual plan may be exercised only with respect to payments scheduled to be made within the time specified above for rescinding a purchase made under a contractual plan. Every registered dealer from whom the purchase was made must reimburse the purchaser who has exercised this right of rescission for the amount of sales charges and fees relevant to the investment of the purchaser in the Fund in respect of the Units for which the written notice of the exercise of the right of rescission was given.

Purchasers must exercise these rights within the prescribed time limits under applicable securities legislation. Purchasers should refer to the applicable provisions of the securities legislation in their province of residence to determine whether they have similar rescission rights or consult with their legal advisor for more details.

Contractual Rights of Action

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

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

CERTIFICATE

TO: ALBERTA RESIDENTS PURCHASING UNITS IN RELIANCE ON THE EXEMPTION IN SECTION 2.10 ($150,000 MINIMUM AMOUNT INVESTMENT) OF NATIONAL INSTRUMENT 45-106 *PROSPECTUS EXEMPTIONS*

This Offering Memorandum does not contain a misrepresentation.

DATED as of the 15th day of October, 2018.

BRIDGING INCOME RSP FUND,
by its manager, Bridging Finance Inc., by

By: (signed) **David Sharpe**
David Sharpe
as Chief Executive Officer

By: (signed) **Natasha Sharpe**
Natasha Sharpe
as Chief Investment Officer

ON BEHALF OF THE BOARD OF DIRECTORS OF BRIDGING FINANCE INC.

By: (signed) **Jenny Coco**
Jenny Coco
Director

By: (signed) **Rock-Anthony Coco**
Rock-Anthony Coco
Director

By: (signed) **Natasha Sharpe**
Natasha Sharpe
Director