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May 11, 2026

## **SYSTEMATIC TOTAL ALPHA (BLACKROCK) SPARTAN ACCESS FUND**

### **CONFIDENTIAL OFFERING MEMORANDUM**

#### **Subscription Price: Net Asset Value per Unit**

##### **Minimum Initial Investment:**

**Class A Units: C\$10,000**

**Class USA Units: US\$10,000**

**Class W Units: C\$10,000**

**Class USW Units: US\$10,000**

Systematic Total Alpha (BlackRock) Spartan Access Fund (the “Fund”) is an open-end investment fund established as a trust under the laws of the Province of British Columbia on May 1, 2026. The objective, strategies, and restrictions of the Fund are described in this Offering Memorandum. The investment objective of the Fund is to provide Unitholders with long-term capital appreciation and current income through exposure to the returns of BlackRock Systematic Total Alpha Fund Ltd., an exempted company incorporated under the provisions of the *Companies Act* (as revised) of the Cayman Islands on April 27, 2022 to operate as a private investment fund (the “Underlying Fund”).

The Fund is represented by trust units (the “Units”) with equal rights and privileges. The various classes of Units offered pursuant to this Offering Memorandum have the same investment objective, strategies, and restrictions but may differ in respect of one or more features, such as management fees, sales commissions, distribution reinvestment, currency denomination, and minimum investment, as set out herein. Spartan Fund Management Inc. is the trustee (in such capacity, the “Trustee”) and the investment fund manager (in such capacity, the “Manager”) of the Fund, and serves as the portfolio adviser of the Fund. Units of the Fund are offered by the Manager directly and through Registered Dealers (as defined herein).

The Fund is offering on a continuous basis an unlimited number of Units, issuable in Series (defined below), pursuant to exemptions from the prospectus requirements of applicable securities laws (the “Offering”). The classes of Units being offered hereunder are Class A Units (as defined herein), Class USA Units (as defined herein), Class W Units (as defined herein), and Class USW Units (as defined herein) of the Fund. Subscribers must be resident in any province or territory of Canada (the “Offering Jurisdictions”) and qualify as “accredited investors” (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* and, in Ontario, in Section 73.3 of the Securities Act (Ontario)). No person shall sell, offer to sell, or deliver interests in the Fund in the United States of America, or contact or provide information related to the Fund, directly or indirectly, to any potential investor that is (i) a “U.S. person” within the meaning of Regulation S promulgated under the U.S. Securities Act of 1933, as amended, (ii) not a “Non-United States person” as defined under the U.S. Commodity Exchange Act of 1936, as amended, (iii) a “United States Person” as defined in the U.S. Internal Revenue Code of 1986, as amended, or (iv) within the United States. The minimum initial investment amount for Class A Units and Class W Units is C\$10,000. The minimum initial investment amount

for Class USA Units and Class USW Units is US\$10,000. The Manager may in its discretion accept subscriptions for lesser amounts subject to compliance with applicable securities legislation. See “Details of the Offering”.

Class A Units and Class USA Units of the Fund are available to all investors and may carry a front-end sales commission paid by the investor at the time of purchase. Class W Units and Class USW Units are intended for discount brokerage accounts, discretionary accounts and investors who are enrolled in fee-based programs through their broker, dealer, or adviser and who may be subject to an annual asset-based fee, as applicable. This offering may be suspended at any time and from time to time. See “Description of Units”.

Completed Subscription Agreements (as defined herein) must be received by 4:00 p.m. (ET) on the 18th day of each calendar month that the Units are available for subscription (or, if the 18th day is not a Business Day (as defined herein), the preceding Business Day) or on such other date as the Manager may permit, subject to the Manager’s discretion to refuse subscriptions in whole or in part (provided that the Manager reserves the right, but shall not be obligated, to accept subscriptions that are received after such deadline). Such required notice period may be increased if the Underlying Fund increases the amount of notice required for subscriptions in the Underlying Fund. All subscriptions for Units will be made through the purchase of interim subscription receipts (“**Subscription Receipts**”) at a fixed net asset value of C\$100.00 or US\$100.00, as applicable, per Subscription Receipt. See “Purchase of Units”.

In respect of the first issuance of Units of each class, each class of Units will be offered at a price equal to the initial offering price of C\$100.00 or US\$100.00, as applicable, per Unit and, following the initial closing of the Offering of the class of Units, Units will be offered at a price equal to the Net Asset Value per Unit of the applicable Class (defined below) or Series, as applicable (see “Determination of Net Asset Value” for the definition of Net Asset Value and for more information). Each subsequent Series of a Class will be issued at a subscription price per Unit equal to the Net Asset Value per Unit of the Series 1 Units (“**Series 1 Units**”) of the same class. At the end of the first calendar year, and subsequently after each calendar year, some or all Series of the same Class of Units may be rolled up into a single Series, at the sole discretion of the Manager.

**All securities purchased pursuant to this Offering Memorandum are subject to restrictions on resale under applicable securities laws unless a further exemption may be relied upon by the investor or an appropriate discretionary order is obtained pursuant to applicable securities laws. The Units are also subject to redemption and resale restrictions under the Fund’s declaration of trust dated as of May 1, 2026, as the same may be amended, supplemented, or amended and restated from time to time (the “Declaration of Trust”).**

**As there is no market through which the Units may be sold and none is expected to develop, it may be difficult or even impossible for a holder of Units to sell them. However, Units may be redeemed in accordance with the provisions of the Declaration of Trust as described in this Offering Memorandum. Redemptions may be limited or suspended in certain circumstances and/or redemption proceeds may be paid partly in cash and partly in kind if there is insufficient liquidity in the Fund. There are certain additional risk factors associated with investing in the Units. Subscribers are urged to consult with an independent legal adviser and to carefully review the Offering Memorandum and the Declaration of Trust (available upon request from the Manager) prior to subscribing for the Units. See “Redemption of Units”.**

**Potential purchasers should carefully review the Risk Factors outlined in this Offering Memorandum. See “Risk Factors”.**

**The Fund may be considered a connected and/or related issuer of the Manager for the purposes of applicable Canadian securities laws. See “Conflicts of Interest”.**

A more detailed description of the Underlying Fund, as well as the investment objective, strategies, policies, restrictions, and certain risks of obtaining exposure to the Underlying Fund, is included in the confidential private offering memorandum of the Underlying Fund dated as of May 2025, including the supplement dated December 2025 and the supplement dated April 2026, as the same confidential private offering memorandum and/or supplements may be amended, restated, and/or supplemented from time to time (the “**Underlying Fund Documents**”). Each prospective investor should carefully review the Underlying Fund Documents and the other related material documents with the prospective investor’s legal, regulatory, financial, accounting, business, investment and tax advisers before subscribing for Units of the Fund.

Any reference to the Underlying Fund Documents and its terms in this Offering Memorandum is qualified in its entirety by the Underlying Fund Documents. In the event of any conflict or inconsistency between such reference or

terms described in this Offering Memorandum relating to any of the Underlying Fund, the Underlying Fund Documents shall prevail.

The Underlying Fund Documents and any other sales and marketing materials of the Underlying Fund are not, and should not be construed to be, an “advertisement” of the Fund, Manager or its affiliates, as such term is defined in Rule 206(4)-1 of the *Advisers Act* (as defined below). The Underlying Investment Manager (as defined herein) or any of its affiliates assumes no responsibility for the use by the Manager of Underlying Fund Documents or any other sales and marketing materials of the Underlying Fund. The Underlying Investment Manager and its affiliates have not participated in the creation or preparation of, or edited in any manner, of marketing materials of the Fund and do not approve or endorse any such materials and are not in any way responsible for the accuracy, completeness or adequacy of any information therein. None of the Underlying Investment Manager or its affiliates or employees is a sponsor, promoter, manager or agent in any capacity of the Fund.

Purchasers of Units will not be securityholders of the Underlying Fund or the Underlying Master Fund (as defined below), will have no direct interest in the Underlying Fund or the Underlying Master Fund, will have no voting rights in the Underlying Fund or the Underlying Master Fund, will not be parties to the governing documents of the Underlying Fund or the Underlying Master Fund, and will have no rights or responsibility from, and no standing or recourse against, the Underlying Fund or the Underlying Master Fund, the Underlying Investment Manager, any parallel, feeder or related investment vehicle or any manager, adviser or portfolio manager of the foregoing, the Underlying Administrator (as defined below), or any of their respective advisers, officers, directors, employees, partners or members (collectively, the “**Underlying Fund Parties**”). No Underlying Fund Party owes any duties, including fiduciary duties, to any investor or potential investor in the Fund nor will any Underlying Fund Party bear any liability in connection with the offering and sale of interests in the Fund. The information contained herein relating to the Underlying Fund does not purport to be complete and is subject to and qualified in its entirety by the more detailed information in the Underlying Fund Documents and the operational documents of the Underlying Fund, which documents may be amended, restated, supplemented, or otherwise modified from time to time. The Underlying Fund Parties make no representation regarding, and expressly disclaim any liability or responsibility to any investor in the Fund for, any information relating to the Underlying Fund set forth herein or omitted herefrom. The Offering is not, and should not be considered, an offering of limited partnership interests, units, securities, or any other interest in the Underlying Fund. Although the Fund is being established to invest in the Underlying Fund, the Fund will be advised and managed solely by the Trustee and Manager, and none of the foregoing is an affiliate of the Underlying Fund or any of the Underlying Fund Parties. By subscribing for an interest in the Fund, each Unitholder will be deemed to agree that each Underlying Fund Party will be a third party beneficiary of this paragraph.

If there is a misrepresentation in this Offering Memorandum, purchasers resident in the Offering Jurisdictions may, in certain circumstances, be provided with a remedy for rescission or damages. See “Purchasers’ Rights of Action for Damages and Rescission”.

**These securities are speculative. 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.**

No person is authorized to give away any information or to make any representation not contained in this Offering Memorandum and any information or representation, other than that contained in this Offering Memorandum, must not be relied upon.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as “plans”, “will”, “proposes”, “expects”, “estimates”, “intends”, “anticipates”, or “believes”, or variations (including negative and grammatical variations) of such words and phrases or state that certain actions, events, or results “may”, “could”, “would”, “might”, or “will” be taken, occur, or be achieved. All statements, other than statements of historical fact, that address activities, events, or developments that the Fund and the Manager believe, expect, or anticipate will or may occur in the future (including, without limitation, statements regarding any objective and strategies of the Fund) are forward-looking statements. These forward-looking statements reflect the current expectations, assumptions, or beliefs of the Fund and the Manager based on information currently available to such persons. Forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause the Fund’s actual results, performance, or developments to be materially different from any future results, performance, or developments expressed or implied by the forward-looking statements, and even if such actual results are realized or substantially realized, there can be no assurance that they will have the expected consequences to, or effects on, the Fund. While the Fund and the Manager anticipate that subsequent events and developments may cause its views to change, except as may be required by applicable securities laws, each of the Fund and the Manager disclaims any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results, or otherwise. These forward-looking statements should not be relied upon as representing the Fund’s or the Manager’s views as of any date subsequent to the date of this Offering Memorandum. Although the Fund and the Manager have attempted to identify important factors that could cause actual results, performance, or developments to differ materially from those described in forward-looking statements, there may be other factors that cause results, performance, or developments not to be as anticipated, estimated, or intended. Factors that could cause actual results or events to differ materially from current expectations include, among other things, volatility in economic and financial markets, fluctuations in currency exchange rates and interest rates, tax consequences, changes in applicable laws, and other risks associated with investing in securities and those factors discussed under the section entitled “Risk Factors” in this Offering Memorandum. There can be no assurance that forward-looking statements will prove to be accurate, as actual results, performance, or developments could differ materially from those anticipated in such statements. Although the Fund and the Manager believe that the assumptions inherent in the forward-looking statements are reasonable, forward-looking statements are not guarantees of future performance and accordingly undue reliance should not be put on such statements due to the inherent uncertainty therein. The factors identified above are not intended to represent a complete list of the factors that could affect the Fund.

The Underlying Fund Parties are located outside of Canada, and as a result, it may not be possible for the Fund to effect service of process within Canada upon such Underlying Fund Parties, and all or a substantial portion of the assets of the Underlying Fund Parties are located outside of Canada, and, as a result, it may not be possible to satisfy a judgment against such persons in Canada or to enforce a judgment obtained in Canadian courts against such persons outside of Canada.

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## GLOSSARY

In this Offering Memorandum, the following terms have the meanings set forth below, unless otherwise indicated.

“**accredited investor exemption**” means the exemption from the prospectus requirements contained under section 2.3 of NI 45-106 and, in Ontario, section 73.3 of the *Securities Act* (Ontario).

“**Administration Agreement**” means the administration agreement between the Manager and the Administrator dated January 2, 2018, as amended or amended and restated from time to time.

“**Administrative Fee**” has the meaning given to such term in “Fees and Expenses Relating to the Fund – Management Fee”.

“**Administrator**” means SGGG Fund Services Inc., the record-keeper and fund administrator of the Fund, or such other entity that is appointed the record-keeper and fund administrator of the Fund from time to time.

“**Advisers Act**” has the meaning given to such term in “Management and Administration of the Underlying Fund – The Underlying Investment Manager”.

“**allowable capital loss**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**AML/OFAC obligations**” has the meaning given to such term in “The Underlying Fund – Underlying Fund Distribution Policy”.

“**AMT**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**applicable securities laws**” means, at any time, the securities laws, regulations and rules in the Offering Jurisdictions and the requirements, rules and policies of the Canadian securities regulatory authorities that are then applicable to the Fund in the circumstances.

“**at-risk rules**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Board of Directors**” mean the board of directors of the Underlying Fund.

“**Business Day**” means any day other than a Saturday or Sunday. With respect to the Fund, a Business Day shall exclude any day that is a statutory holiday in Toronto, Ontario, Canada or any day on which the Toronto Stock Exchange is not open for trading. With respect to the Underlying Fund, a Business Day shall exclude any day that is a statutory holiday in New York, New York, United States of America or any day on which banks in New York, New York, United States of America are not open for business.

“**Canadian IGA Legislation**” has the meaning given to such term in “Risk Factors – Foreign Tax Reporting”.

“**Capital Gains Refund**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations – Taxation of the Fund”.

“**CFTC**” has the meaning given to such term in “Management and Administration of the Underlying Fund – The Underlying Investment Manager”.

“**Class A Shares**” has the meaning given to such term in “Investment Strategies of the Fund”.

“**Class A-CAD Shares**” has the meaning given to such term in “Investment Strategies of the Fund”.

“**Class A-USD Shares**” has the meaning given to such term in “Investment Strategies of the Fund”.

“**Class A Units**” means class “A” CAD Units of the Fund as set out in “Details of the Offering”.

“**Class Net Asset Value per Unit**” means the Class Net Asset Value attributable to each Unit in such Class.

“**Class Net Asset Value**” means the net asset value of any Class of Units calculated as described under “Determination of Net Asset Value”.

“**Class USA Units**” means class “A” USD Units of the Fund as set out in “Details of the Offering”.

“**Class USW Units**” means class “W” USD Units of the Fund as set out in “Details of the Offering”.

“**Class W Units**” means class “W” CAD Units of the Fund as set out in “Details of the Offering”.

“**Class**” means a particular class of Units.

“**CPO**” has the meaning given to such term in “Management and Administration of the Underlying Fund – The Underlying Investment Manager”.

“**CRA**” means the Canada Revenue Agency.

“**Declaration of Trust**” has the meaning given to such term in “The Fund”.

“**DPSP**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**ERISA**” has the meaning given to such term in “Investment Objective and Program of the Underlying Fund”.

“**ETFs**” has the meaning given to such term in “Investment Objective and Program of the Underlying Fund”.

“**FAPI**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**FATCA Tax**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations – U.S. Foreign Account Tax Compliance Act”.

“**FATCA**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations – U.S. Foreign Account Tax Compliance Act”.

“**Fees**” has the meaning given to such term in “Fees and Expenses Relating to the Fund – Management Fee”.

“**FHSA**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**financial institution**” has the meaning given to such term in section 142.2 of the Tax Act.

“**Fund**” means Systematic Total Alpha (BlackRock) Spartan Access Fund, an open-end investment trust established under the laws of the Province of British Columbia on May 1, 2026 pursuant to the Declaration of Trust.

“**GAAP**” means generally accepted account principles as described in “Determination of Net Asset Value – Valuation Principles”.

“**IFRS**” means the International Financial Reporting Standards as described in “Determination of Net Asset Value – Valuation Principles”.

“**IGA**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations – U.S. Foreign Account Tax Compliance Act”.

“**Incentive Fee**” has the meaning given to such term in “Fees and Expenses Relating to the Fund – Management Fee”.

“**Investment Assets**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**IRS**” means the U.S. Internal Revenue Service.

“**junk bonds**” has the meaning given to such term in “Investment Objective and Program of the Underlying Fund”.

“**Management Fee**” has the meaning given to such term in “Fees and Expenses Relating to the Fund – Management Fee”.

“**Manager**” means Spartan Fund Management Inc., a company incorporated under the laws of the Province of Ontario and the manager of the Fund or, if applicable, its successor.

“**Manitoba Act**” means *Securities Act* (Manitoba), as amended.

“**Material Fact**” has the meaning given to such term in “Purchasers’ Rights of Action for Damages and Rescission”.

“**Misrepresentation**” has the meaning given to such term in “Purchasers’ Rights of Action for Damages and Rescission”.

“**Mutual Fund Trust**” has the meaning given to such term in “Eligibility for Investment”.

“**Net Asset Value per Unit**” means the Net Asset Value attributable to each Unit of the applicable Class or Series.

“**Net Asset Value**” means the net asset value of the Fund calculated as described under “Determination of Net Asset Value”.

“**NI 45-106**” means National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Nova Scotia Act**” means the *Securities Act* (Nova Scotia), as amended.

“**OFAC**” has the meaning given to such term in “The Underlying Fund – Underlying Fund Distribution Policy”.

“**Offering Jurisdictions**” means, collectively, the provinces and territories of Canada.

“**Offering Memorandum**” means this confidential offering memorandum of the Fund dated as of May 11, 2026, as the same may be amended or amended and restated from time to time.

“**Offering**” means the offering of Units of the Fund on a continuous basis pursuant to exemptions from the prospectus and, where applicable, registration requirements of applicable securities legislation.

“**OIFP**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Ontario Act**” means the *Securities Act* (Ontario), as amended.

“**PEI Act**” means *Securities Act* (Prince Edward Island), as amended.

“**Plan**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations – Taxation of Registered Plans”.

“**Prospectus Exemptions**” has the meaning given to such term in “Details of the Offering”.

“**RDSP**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Redemption Date**” has the meaning given to such term in “Redemption of Units”.

“**Registered Dealers**” means dealers or brokers that are registered under applicable securities laws of the Offering Jurisdictions to sell securities of investment funds and that are not restricted from selling the Units including, for greater certainty, dealers registered in the category of exempt market dealers.

“**Registered Plan**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations – Taxation of Registered Plans”.

“**RESP**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**RRIF**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**RRSP**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Saskatchewan Act**” means *The Securities Act*, 1988 (Saskatchewan), as amended.

“**SEC**” has the meaning given to such term in “Management and Administration of the Underlying Fund – The Underlying Investment Manager”.

“**Series 1 Units**” has the meaning given to such term in the cover pages of this Offering Memorandum

“**Series Net Asset Value per Unit**” means the Series Net Asset Value attributable to each Unit in such Series.

“**Series Net Asset Value**” means the net asset value of any Series of a Class of Units calculated as described under “Determination of Net Asset Value”.

“**Series**” means a particular series of a Class of Units.

“**Specified Units**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Subscriber**” means a person subscribing for Units of the Fund under a Subscription Agreement.

“**Subscription Agreement**” means the subscription agreement an investor must complete to subscribe for units of the Fund.

“**Subscription Date**” means any Valuation Date that the Units are available for subscription or such other date as the Manager may permit.

“**Subscription Deadline Date**” means the 18th day of the applicable month in which the applicable Subscription Date falls (or, if the 18th day is not a Business Day, the preceding Business Day).

“**Subscription Receipt**” means interim subscription receipts of the Fund.

“**Systematic Total Alpha**” has the meaning given to such term in “Investment Objective and Program of the Underlying Fund”.

“**Tax Act**” means the *Income Tax Act* (Canada) as amended from time to time and all regulations promulgated thereunder.

“**Tax Proposals**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**taxable capital gain**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Termination Date**” has the meaning given to such term in “Termination of the Fund”.

“**TFSA**” has the meaning given to such term in “Certain Canadian Federal Income Tax Considerations”.

“**Trailer Fee**” has the meaning given to such term in “Fees and Expenses Relating to the Fund – Management Fee”.

“**Trustee**” means Spartan Fund Management Inc., a company incorporated under the laws of the Province of Ontario and the trustee of the Fund or, if applicable, its successor.

“**U.S.**” means the United States of America.

“**Underlying Administrator**” has the meaning given to such term in “The Underlying Administrator”.

“**Underlying Custodian**” has the meaning given to such term in “The Underlying Custodian”.

“**Underlying Fund Documents**” means the confidential private offering memorandum of the Underlying Fund dated as of May 2025, including the supplement dated December 2025 and the supplement dated April 2026, as the same confidential private offering memorandum and/or supplements may be amended, restated, and/or supplemented from time to time.

“**Underlying Fund NAV**” has the meaning given to such term in “Determination of Net Asset Value – Net Asset Value of the ”.

“**Underlying Fund Parties**” has the meaning given to such term in the cover page of this Offering Memorandum.

“**Underlying Fund Shares**” has the meaning given to such term in “Investment Strategies of the Fund”.

“**Underlying Fund Valuation Day**” has the meaning given to such term in “Determination of Net Asset Value – Net Asset Value of the Underlying Fund Shares”.

“**Underlying Fund**” has the meaning given to such term in “The Underlying Fund”.

“**Underlying Investment Manager**” means BlackRock Financial Management, Inc., or any successor entity appointed to act as investment fund manager of the Underlying Fund.

“**Underlying Management Fee**” has the meaning given to such term in “Fees and Expenses of the Underlying Fund”.

“**Underlying Manager Fund**” has the meaning given to such term in “Investment Objective and Program of the Underlying Fund”.

“**Underlying Master Fund**” has the meaning given to such term in “The Underlying Fund”.

“**Unitholders**” means the holders of Units, and each a “**Unitholder**”.

“**Units**” means the trust units of the Fund, and each a “**Unit**”.

“**Valuation Date**” means the last Business Day of any month and December 31 or any such other day as determined from time to time by the Manager.

“**Valuation Time**” means 4:00 p.m. (ET) or such other time as the Manager, in its discretion, deems appropriate to determine the Net Asset Value per Unit and the Net Asset Value of the Fund and/or a Class or Series of Units, as applicable.

## SUMMARY

*Prospective purchasers are encouraged to consult their own professional advisers 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. Capitalized terms not otherwise defined in this summary have the meanings ascribed to them in the Glossary. All references in this Offering Memorandum to “US\$” and “USD” are to United States dollars and all references to “\$”, “C\$”, and “CAD” are to Canadian dollars unless otherwise indicated.*

<p><b>The Fund:</b></p>	<p>Systematic Total Alpha (BlackRock) Spartan Access Fund (the “<b>Fund</b>”) is an open-end investment fund established as a trust under the laws of the Province of British Columbia pursuant to the declaration of trust dated as of May 1, 2026, as the same may be amended, supplemented, or amended and restated from time to time (the “<b>Declaration of Trust</b>”).</p> <p>See “The Fund”.</p>
<p><b>Trustee, Manager, and Adviser of the Fund:</b></p>	<p>Spartan Fund Management Inc., a corporation incorporated under the laws of the Province of Ontario, will act as the trustee (in such capacity, the “<b>Trustee</b>”) and the investment fund manager (in such capacity, the “<b>Manager</b>”) of the Fund, and will serve as the portfolio adviser of the Fund.</p> <p>The Manager is registered as an investment fund manager, portfolio manager, exempt market dealer, and commodity trading manager in the Province of Ontario; as an investment fund manager, portfolio manager, and exempt market dealer in the provinces of Québec and British Columbia; as an investment fund manager and portfolio manager in the Province of Newfoundland and Labrador; and as an exempt market dealer in the Province of Alberta.</p> <p>See “The Manager”.</p>
<p><b>The Offering:</b></p>	<p>The Fund is offering on a continuous basis an unlimited number of units (“<b>Units</b>”), issuable in Series, pursuant to available exemptions from the prospectus requirements (the “<b>Prospectus Exemptions</b>”) under National Instrument 45-106 <i>Prospectus Exemptions</i> (“<b>NI 45-106</b>”) and, in Ontario, in Section 73.3 of the <i>Securities Act</i> (Ontario) (the “<b>Offering</b>”). The classes of Units being offered hereunder are Class A Units, Class USA Units, Class W Units, and Class USW Units of the Fund.</p> <p>Subscribers must be resident in any province or territory of Canada (the “<b>Offering Jurisdictions</b>”) and qualify as “accredited investors” (as such term is defined in NI 45-106 and, in Ontario, in Section 73.3 of the <i>Securities Act</i> (Ontario)). No person shall sell, offer to sell, or deliver interests in the Fund in the United States of America, or contact or provide information related to the Fund, directly or indirectly, to any potential investor that is (i) a “U.S. person” within the meaning of Regulation S promulgated under the U.S. Securities Act of 1933, as amended, (ii) not a “Non-United States person” as defined under the U.S. Commodity Exchange Act of 1936, as amended, (iii) a “United States Person” as defined in the U.S. Internal Revenue Code of 1986, as amended, or (iv) within the United States. The minimum initial investment amount for Class A Units and Class W Units is C\$10,000. The minimum initial investment amount for Class USA Units and Class USW Units is US\$10,000. The Manager may in its discretion accept subscriptions for lesser amounts subject to compliance with applicable securities legislation.</p> <p>The Manager reserves the right to accept or reject subscriptions for Units, to change the minimum amounts for investment in the Fund, and/or to discontinue the Offering at any time and from time to time.</p> <p>A Unitholder may make an additional investment in Units of not less than C\$5,000 or US\$5,000, as applicable provided that at such time the Unitholder is an “accredited investor” (as such term is defined in NI 45-106 and, in Ontario, in Section 73.3 of the <i>Securities Act</i> (Ontario)).</p>

	<p>There are four Classes of Units offered by the Fund pursuant to this Offering Memorandum: Class A Units, Class USA Units, Class W Units, and Class USW Units. Each Class has the same investment objective, strategies, and restrictions but may differ in respect of one or more features, such as management fees, sales commissions, distribution reinvestment, currency denomination, and minimum investment, as set out herein.</p> <p>Class A Units and Class USA Units of the Fund are available to all investors and may carry a front-end sales commission paid by the investor at the time of purchase. Class W Units and Class USW Units are intended for discount brokerage accounts, discretionary accounts and investors who are enrolled in fee-based programs through their broker, dealer, or adviser and who may be subject to an annual asset-based fee, as applicable.</p> <p>Class A Units and Class W Units are denominated in Canadian dollars. Class USA Units and Class USW Units are denominated in U.S. dollars.</p> <p>See “Details of the Offering”.</p>
<b>Description of Units:</b>	<p>Each Unit of the same Class or Series will represent an equal undivided interest in the net assets of the Fund attributable to that Class or Series of Units. The Fund is authorized to issue an unlimited number of Classes and Series of Units and an unlimited number of Units in each such Class or Series. Each whole Unit of a particular Class or Series has equal rights to each other Unit of the same Class and Series with respect to all matters, including voting, receipt of distributions, liquidation, and other events in connection with the Fund.</p> <p>See “Description of Units”.</p>
<b>Series Redesignation:</b>	<p>At the end of each year, and following the payment of all fees and expenses of the Fund, the Manager may determine that some or all Series of the same Class of Units will be redesignated as Series 1 Units (or other Series, in the discretion of the Manager) in order to reduce the number of outstanding Series of each Class. This will be accomplished by issuing additional Series 1 Units, and consolidating or subdividing the number of Units of each applicable Series so the aggregate Net Asset Value of Units held by a Unitholder does not change. Unitholder’s rights will not be affected in any way as a result of this process.</p> <p>See “Description of Units - Series Redesignation or Roll-Up”.</p>
<b>Offering Price:</b>	<p>All Classes of Units are initially offered at C\$100.00 or US\$100.00, as applicable, per Unit and thereafter on a continuous basis at the Net Asset Value per Unit of the applicable Class or Series, as applicable, as of each Subscription Date. Fractional Units will be issued up to a maximum of six decimal places.</p> <p>See “Purchase of Units”.</p>
<b>Investment Objective of the Fund:</b>	<p>The investment objective of the Fund is to provide Unitholders with long-term capital appreciation and current income through exposure to the returns of the Underlying Fund.</p> <p>See “Investment Objective of the Fund”.</p>
<b>Investment Strategies of the Fund:</b>	<p>To achieve its objective, the Fund is expected to invest substantially all of the net subscription proceeds from the sale of Units in Class A-USD Shares (“<b>Class A-USD Shares</b>”) and Class A-CAD Shares (“<b>Class A-CAD Shares</b>”, together with the Class A-USD Shares, the “<b>Class A Shares</b>”) of the Underlying Fund (the “<b>Underlying Fund Shares</b>”). The Canadian dollar denominated Units of the Fund may obtain exposure to a Canadian dollar or a U.S. dollar denominated class of Underlying Fund Shares.</p> <p>The return to holders of each Class of Units will be dependent upon the return of the Underlying Fund Shares. However, Unitholders will not have any ownership interest in the Underlying Fund Shares. There is no guarantee or other form of principal protection for any</p>

	<p>amounts invested by a Unitholder. Due to variations in fees and expenses, the return of the Fund will be different than the return of the Underlying Fund Shares.</p> <p>See “Investment Strategies of the Fund”.</p>
<p><b>Use of Leverage:</b></p>	<p>The Fund has the authority to borrow money to pay redemptions and for cash management purposes. The exposure of the Fund to the returns of the Underlying Fund Shares issued by the Underlying Fund will also have the indirect effect of exposing the Fund to the use of leverage by the Underlying Master Fund.</p> <p>Borrowing for investment purposes is known as “leverage”. Leverage is defined as the absolute market value of all long positions and short positions over net asset value. Leverage is defined as a factor (rather than an independent source of risk) that influences the rapidity with which changes in market risk, credit risk or liquidity risk change the value of an investment portfolio. Although leverage presents opportunities for increasing total investment return, it also has the effect of potentially increasing losses as well. Any event that adversely affects the value of an investment, either directly or indirectly, by the Fund could be magnified to the extent that leverage is employed. The cumulative effect of the use of leverage, directly or indirectly could result in a loss that would be greater than if leverage were not employed. In addition, to the extent the Fund borrows money, the rates at which it can borrow may affect its operating results.</p> <p>Leverage is expected to be used in the investment program of the Underlying Master Fund. The amount of leverage that the Underlying Master Fund may use is not limited, and the Underlying Master Fund may employ varying amounts of leverage over time. The Underlying Investment Manager has discretion over the amount of leverage used, which will depend on various factors, including, but not limited to, the target risk level of the portfolio and available investment opportunities. While it is anticipated that the amount of leverage utilized by the Underlying Master Fund will be significant, the Underlying Master Fund expects its gross notional long exposure and gross notional short exposure each to generally range between approximately 8-12 times the net asset value of the Underlying Master Fund, although it may operate outside this range from time to time without notice to shareholders or prospective shareholders.</p> <p>See “Investment Strategies of the Fund”, “Risk Factors – Leverage”, and “Investment Objective and Program of the Underlying Fund”.</p>
<p><b>Currency Hedging:</b></p>	<p>Class A Units and Class W Units are denominated in Canadian dollars. Class USA Units and Class USW Units are denominated in U.S. dollars. The Canadian dollar denominated Units of the Fund may obtain exposure to a Canadian dollar or a U.S. dollar denominated class of Underlying Fund Shares. The exposure of the Canadian dollar-denominated and U.S. dollar-denominated Classes of Units to the Underlying Fund Shares held in the portfolio of the Fund is the same except that the returns to the U.S. dollar and Canadian dollar denominated Classes of Units are subject to fluctuations in the Canadian to U.S. dollar exchange rate. It is anticipated that the currency exposure of the U.S. dollar denominated and Canadian dollar denominated Classes of Units of the Fund will be substantially, but not fully, hedged. Any costs and related liabilities and/or benefits relating to such hedging will be reflected in the Class Net Asset Value to which such hedging relates.</p> <p>The Underlying Fund Shares are denominated in, among other currencies, Canadian dollars and U.S. dollars. The Underlying Master Fund normally invests in both U.S. and non-U.S. securities, including securities of companies located in emerging markets. The Underlying Master Fund may invest in non-U.S. dollar denominated investments, including investments denominated in European and Asian currencies and in other non-U.S. and emerging market currencies. The Underlying Master Fund may have significant exposure to foreign currencies. The Underlying Master Fund’s investments in non-U.S. dollar-based assets may be made on a currency hedged or unhedged basis. Other currency hedging may also occur through the Underlying Master Fund at its discretion. There can be no assurance that any such hedging</p>

	<p>will, in fact, be implemented or, if implemented, that it will be successful in mitigating the impact of currency fluctuations.</p> <p>See “Currency Hedging” and “Risk Factors – Hedging”</p>
<b>The Underlying Fund:</b>	<p>The Underlying Fund is an exempted company incorporated under the provisions of the <i>Companies Act</i> (as revised) of the Cayman Islands on April 27, 2022, to operate as a private investment fund. The Underlying Fund invests all of its assets (other than cash pending subscription, redemption and payment of expenses) through a “master-feeder” structure in BlackRock Systematic Total Alpha Master Fund Ltd. (the “<b>Underlying Master Fund</b>”), a Cayman Islands exempted company incorporated on April 27, 2022.</p> <p>The Underlying Fund has been incorporated for an unlimited duration and will be terminated, wound up and dissolved in accordance with its articles or otherwise pursuant to a formal liquidation under the <i>Companies Act</i> (as revised) or any other applicable bankruptcy or insolvency regime.</p> <p>The Underlying Fund and the Underlying Master Fund commenced operations on June 30, 2022. Additional investment funds have been, and may in the future be, established to invest substantially all or a portion of their investible assets in or alongside the Underlying Master Fund.</p> <p>See “The Underlying Fund”.</p>
<b>Directors of the Underlying Fund</b>	<p>The board of directors of the Underlying Fund (the “<b>Board of Directors</b>”) has overall responsibility for the management, operation and administration of the Underlying Fund. The members of the Board of Directors also serve as members of the Underlying Master Fund’s board of directors.</p> <p>Mr. Ian Pilgrim, Mr. W. William Woods, Ms. Jennifer Collins and Ms. Noelle L’Heureux serve on the Board of Directors and will remain as such until their death, resignation or removal. Mr. Pilgrim, Mr. Woods, Ms. Collins and Ms. L’Heureux are each either licensed or registered with the Cayman Islands Monetary Authority under the <i>Directors Registration and Licensing Act</i> (as revised) of the Cayman Islands.</p> <p>Mr. Pilgrim, Mr. Woods and Ms. Collins are not affiliates or employees of BlackRock, Inc. (“<b>BlackRock</b>”), the Underlying Investment Manager or any of their affiliates. Ms. L’Heureux is an employee of BlackRock. The Directors also serve as directors of other funds managed by BlackRock, the Underlying Investment Manager and their respective affiliates.</p> <p>See “Management and Administration of the Underlying Fund – Board of Directors of the Underlying Fund”.</p>
<b>Underlying Investment Manager</b>	<p>BlackRock Financial Management, Inc. (the “<b>Underlying Investment Manager</b>”), a Delaware corporation that is a wholly-owned subsidiary of BlackRock, is the investment manager of the Underlying Fund and the Underlying Master Fund and is responsible for their investment activities subject to the policies, control and supervision of the Board of Directors and the board of directors of the Underlying Master Fund, respectively. The Underlying Investment Manager is registered with the U.S. Securities and Exchange Commission (the “<b>SEC</b>”) as an investment adviser under the <i>U.S. Investment Advisers Act of 1940</i>, as amended (the “<b>Advisers Act</b>”). In addition, the Underlying Investment Manager is registered as a commodity pool operator (a “<b>CPO</b>”) and commodity trading advisor with the Commodity Futures Trading Commission (the “<b>CFTC</b>”). However, the Underlying Investment Manager has claimed exemptions with respect to the Underlying Fund and the Underlying Master Fund from certain of the CFTC’s disclosure, reporting and record-keeping requirements applicable to registered CPOs and commodity trading advisors pursuant to CFTC Rule 4.7.</p> <p>The Underlying Investment Manager provides investment management and/or investment advisory services to the Underlying Fund and the Underlying Master Fund pursuant to an</p>

	<p>agreement among the Underlying Fund, the Underlying Master Fund and the Underlying Investment Manager (as amended or restated from time to time, the “<b>Underlying Investment Management Agreement</b>”). The Underlying Investment Management Agreement will remain in effect until terminated by the Underlying Master Fund, the Underlying Fund or the Underlying Investment Manager upon not less than ninety (90) calendar days’ prior written notice (or such shorter notice as the other parties may agree to accept or with a material breach).</p> <p>BlackRock is a publicly traded company incorporated in the State of Delaware. The economic interests in BlackRock are owned by institutional and individual investors, as well as BlackRock employees. BlackRock, through its subsidiaries, manages assets on behalf of institutions and individuals worldwide through a variety of equity, fixed income, real estate, cash management and alternative investment products. In addition, BlackRock, through its subsidiaries, provides risk management, investment system outsourcing and financial advisory services to a growing number of institutional investors. Headquartered in New York City, BlackRock has a major presence in key global markets, including North and South America, Europe, Asia, Australia, the Middle East and Africa.</p> <p>See “Management and Administration of the Underlying Fund – The Underlying Investment Manager”.</p>
<p><b>Investment Objective of the Underlying Fund:</b></p>	<p>The investment objective of the Underlying Fund, through its investment in the Underlying Master Fund, is to generate absolute returns by employing systematic security selection insights, taking long and short positions across global markets including but not limited to equities, bonds, currencies and derivative instruments (including both physical securities and associated instruments). The investment objective of the Underlying Master Fund is the same as that of the Underlying Fund. Unless indicated otherwise, references herein to the Underlying Fund’s investments and investment program include references to the Underlying Master Fund’s investments and investment program, and vice versa. The investment style aims to utilize a high-breadth approach seeking to generate idiosyncratic alpha across the investment spectrum with low correlation to broad asset classes and common portfolio risk factors.</p> <p>There can be no assurance that the Underlying Fund will achieve its investment objective and investment results may vary substantially over time.</p> <p>See “Investment Objective and Program of the Underlying Fund”.</p>
<p><b>Investment Program of the Underlying Fund:</b></p>	<p>The “<b>Systematic Total Alpha</b>” strategy is designed to deliver absolute returns, with a low correlation to broad markets. In general, the returns in connection with the investment strategies used in managing the Underlying Master Fund’s portfolio are generated from the difference in appreciation or depreciation between the long and short positions. Additionally, the strategy seeks to profit from dislocations in and across markets by implementing directional positions.</p> <p>The Underlying Investment Manager applies quantitative and qualitative return forecasting models and robust risk-control methods to analyze price, market and other data in order to identify trading opportunities across a wide variety of asset classes and instruments. The modeling techniques employed within the Underlying Master Fund’s portfolio to identify long and short positions are tailored to the investment strategies’ unique opportunities and attributes. The allocation of capital within the Underlying Master Fund’s portfolio is made solely at the Underlying Investment Manager’s discretion based upon its assessment of the expectations of return opportunities, risks, and capacity of each of the strategies. Identifying new investment opportunities and rebalancing across investment strategies is an ongoing process and an integral part of the management of the Underlying Master Fund’s portfolio.</p> <p>The Underlying Master Fund seeks to achieve its investment objective by investing in a range of global asset classes. The Underlying Master Fund may invest directly in securities or</p>

	<p>instruments, through derivatives or by investing in exchange traded funds (“ETFs”). The Underlying Master Fund has flexibility with respect to its asset allocation and intends to diversify its exposure across a variety of global asset classes and strategies.</p> <p>The Underlying Master Fund’s investment in debt securities may include U.S. Government and agency securities, foreign government and supranational debt securities, corporate bonds, mortgage-related securities and asset-backed securities, mortgage to-be-announced securities, emerging market debt securities, preferred securities, structured products, mezzanine securities, senior secured floating rate and fixed rate loans or debt, second lien or other subordinated or unsecured floating rate and fixed rate loans or debt, convertible debt securities, and derivatives with similar economic characteristics. The Underlying Master Fund may invest in fixed, variable and floating rate instruments, including participations and assignments, of any duration or maturity.</p> <p>The Underlying Master Fund may invest in debt securities of any credit quality, which may include investment grade securities and high yield securities, including unrated securities (commonly called “junk bonds”).</p> <p>The Underlying Master Fund’s investments also may include, but are not limited to, listed and unlisted common stock, preferred stock, depository receipts, convertible securities, rights, warrants, put and call options, swaps and other derivatives, futures contracts and ETFs.</p> <p>The Underlying Master Fund may invest in derivatives, including but not limited to, swaps, including total return (some of which may be referred to as contracts for difference), credit default, asset, inflation, interest rate and constant maturity swaps; options; forward contracts; futures; options on futures and swaps; and foreign exchange transactions, for hedging purposes, as well as to enhance returns. There is no limit to the Underlying Master Fund’s ability to invest in derivatives, and the Underlying Master Fund expects to utilize derivatives to a significant extent. The Underlying Master Fund may utilize derivative instruments to maintain a portion of its portfolio long and short positions. The Underlying Master Fund may also invest in repurchase agreements, reverse repurchase agreements and dollar rolls. The Underlying Master Fund may also invest in indexed and inverse securities.</p> <p>The Underlying Master Fund may purchase and sell securities on a when-issued, delayed delivery or forward commitment basis.</p> <p>The Underlying Master Fund may engage in short sales for hedging purposes or to enhance total return. The Underlying Master Fund may also make short sales “against the box,” which means that at the time of such sale, the Underlying Master Fund owns or has the immediate and unconditional right to acquire the identical security at no additional cost.</p> <p>Subject to any applicable law (including the <i>U.S. Employee Retirement Income Security Act of 1974</i>, as amended (“ERISA”)), the Underlying Master Fund may from time to time invest in ETFs that are sponsored, managed, advised or serviced by the Underlying Investment Manager or its affiliates (each, a “<b>Underlying Manager Fund</b>”). To the extent the Underlying Master Fund’s assets are invested in any such Underlying Manager Fund, the Underlying Fund’s share of any fees payable to the Underlying Investment Manager or its affiliates in respect of the Underlying Master Fund’s investment in such Underlying Manager Fund will offset the Underlying Management Fee and the incentive allocation payable by the Underlying Fund or by the Underlying Master Fund in respect of the Underlying Fund.</p> <p>See “Investment Objective and Program of the Underlying Fund”.</p>
<p><b>Underlying Fund Distribution Policy:</b></p>	<p>Currently, the Board of Directors does not expect the Underlying Fund to pay dividends or distributions in respect of its shares of the Underlying Fund. The Board of Directors may declare dividends or distributions in respect of certain classes and not other classes. Dividends or distributions, if any, may be paid, in compliance with any applicable law, in the sole discretion of the Board of Directors at any time as decided by the Board of Directors in its sole discretion and may be paid in cash or in-kind at the sole and absolute discretion of the</p>

	<p>Board of Directors in consultation with the Underlying Investment Manager and in compliance with any applicable law.</p> <p>Each of the Underlying Fund and the Underlying Administrator also reserves the right to refuse to make any distribution to a shareholder, if any of the Board of Directors or the Underlying Administrator suspects or is advised that the payment of any distribution moneys to such shareholder might result in a breach or violation of any applicable anti-money laundering laws or the laws, regulations, and Executive Orders administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (“<b>OFAC</b>”), or other laws or regulations in any relevant jurisdiction (collectively, “<b>AML/OFAC obligations</b>”).</p> <p>See “The Underlying Fund – Underlying Fund Distribution Policy”.</p>
<b>Net Asset Value:</b>	<p>The Administrator has been appointed by the Manager to calculate the net asset value (“<b>Net Asset Value</b>”) of the Fund. The Net Asset Value, the Net Asset Value for each Class and/or Series of Units, and the Net Asset Value per Unit of each Class and/or Series of Units will be determined by the Administrator in accordance with the Fund’s valuation policy as of each Valuation Date.</p> <p>See “Determination of Net Asset Value”.</p>
<b>Net Asset Value of the Underlying Fund Shares</b>	<p>The net asset value of the Underlying Fund (the “<b>Underlying Fund NAV</b>”) is equivalent to its respective gross assets less its gross liabilities as of the close of business on any date of determination (each, a “<b>Underlying Fund Valuation Day</b>”). To the extent feasible, income, expenses, fees, taxes and other assets and liabilities are accrued. Underlying Fund NAV will be calculated at the end of each month or any other day decided by the Board of Directors in consultation with the Underlying Investment Manager.</p> <p>See “Net Asset Value of the Underlying Fund Shares”.</p>
<b>Suspension of Calculation of the Fund’s Net Asset Value:</b>	<p>The Fund may suspend the calculation of Net Asset Value of the Units: (i) for the whole or any part of a period during which normal trading is suspended on any stock exchange, options exchange, or futures exchange within or outside Canada on which a majority of the securities are listed and traded, or on which specified derivatives are traded, if those securities or specified derivatives represent more than 50% by value, or underlying market exposure, of the assets of the Fund or the Underlying Fund, without allowance for liabilities, and if those securities or specified derivatives are not traded on any other exchange that represents a reasonably practical alternative; (ii) during a period in which the calculation of the value or redemption of the Underlying Fund Shares has been fully or partially suspended, postponed or deferred; or (iii) with the approval of the relevant securities regulatory authorities or as otherwise required or permitted under applicable securities laws. Calculation of the valuation of the Underlying Fund Shares and/or redemption of such shares may be suspended or postponed in certain circumstances.</p> <p>See “Determination of Net Asset Value - Suspension of Calculation of the Fund’s Net Asset Value”.</p>
<b>Purchase Procedure:</b>	<p>A subscription for Units must be made by completing and executing the subscription agreement and power of attorney form (a “<b>Subscription Agreement</b>”) and by forwarding to the Manager such completed form in accordance with the Subscription Agreement. An investor purchasing through a Registered Dealer should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to the dealer. No subscription will be accepted unless the Manager is satisfied that the subscription is in compliance with applicable securities laws.</p> <p>All subscriptions for Units will be made through the purchase of interim subscription receipts (“<b>Subscription Receipts</b>”) at a fixed net asset value of C\$100.00 or US\$100.00, as applicable, per Subscription Receipt. Following the calculation of the Class Net Asset Value per Unit of</p>

	<p>the relevant series, the Subscription Receipts will be automatically converted, without any further action on the part of the Subscriber, into the appropriate number of Units of the applicable Class and series subscribed for on the next Subscription Date (defined below). Units will be deemed to be issued as of the next Business Day following the applicable Subscription Date. The number of Units issued will be equal to the net subscription proceeds divided by the applicable Class Net Asset Value per Unit of the relevant series determined as at the applicable Subscription Date. The number of Subscription Receipts may be different than the final number of Units issued. Subscription Receipts: (i) may not be transferred by the holder thereof without the prior written consent of the Manager, at its sole discretion; (ii) are not redeemable; and (iii) do not carry any voting rights.</p> <p>Subscriptions for Units will be accepted: (a) on any Valuation Date that the Units are available for subscription; or (b) on such other date as the Manager may permit (each a “<b>Subscription Date</b>”), subject to the Manager’s discretion to refuse subscriptions in whole or in part.</p> <p>In order for Units to be issued as of a particular Subscription Date, a completed Subscription Agreement must be received by the Manager no later than 4:00 p.m. (ET) on the 18th day of the applicable month in which such Subscription Date falls (or, if the 18th day is not a Business Day, the preceding Business Day) (such date, the “<b>Subscription Deadline Date</b>”) (provided that the Manager reserves the right, but shall not be obligated, to accept subscriptions that are received after such deadline). Such required notice period may be increased if the Underlying Fund increases the amount of notice required for subscriptions in the Underlying Fund.</p> <p>Payment of subscription amounts must be provided by the Subscriber directly on or before 12:00 p.m. (ET) two (2) Business Days following the Subscription Deadline Date or, in the case where a registered dealer (a “<b>Registered Dealer</b>”) acts as agent for an investor, from the Subscriber’s account at the Subscriber’s Registered Dealer not later than 12:00 p.m. (ET) on the specified settlement date.</p> <p>Units will be issued in Series. On the first closing, Units designated by the Trustee as Series 1 Units of each Class shall be issued. On each successive Subscription Date on which Units are issued, a new Series of Units of the applicable Class will be issued. It is in the discretion of the Trustee to change this policy.</p> <p>Each Class of Units will be offered at a price equal to the initial offering price of C\$100.00 or US\$100.00, as applicable, per Unit.</p> <p>Units of the Fund are offered by the Manager directly and through Registered Dealers.</p> <p>The Manager has the discretion to reject any subscription request. The decision to accept or reject any subscription request will be made as soon as possible. If the subscription request is rejected, all payments received with the request will be refunded without interest or deduction.</p> <p>At the time of making each additional investment, unless a new Subscription Agreement is executed, each investor will be deemed to have repeated and confirmed to the Manager the covenants and representations contained in the Subscription Agreement delivered by the investor to the Manager at the time of initial investment in the Fund.</p> <p>See “Purchase of Units”.</p>
<p><b>Redemption of Units:</b></p>	<p>Each Unit shall be redeemable at the option of the holder on a monthly basis, on the last Business Day of each month or on such other date as the Manager may permit (each, a “<b>Redemption Date</b>”), pursuant to a written redemption request that must be received by the Manager not later than the 20th calendar day of the month preceding the applicable Redemption Date (or such shorter period as the Manager may, in its discretion, approve).</p> <p>Such required notice period may be increased if the Underlying Fund increases the amount of notice required for redemptions in the Underlying Fund. Redemption requests are irrevocable unless the Manager, in its sole discretion, permits a redemption request to be withdrawn or</p>

	<p>unless a redemption request is not honoured on a Redemption Date, in which case it may be withdrawn at the option of the holder within thirty (30) calendar days following such Redemption Date. If a redemption request is not honoured on a Redemption Date and is not withdrawn during the required time period, the redemption request will remain in full force and effect and will be carried over to each next subsequent Redemption Date until honoured in full, subject to the Manager’s ability to permit a redemption request to be withdrawn in the Manager’s sole discretion.</p> <p>The Fund will redeem all or any part of the Units of a Class held by a Unitholder at the applicable Net Asset Value per Unit determined as of the applicable Redemption Date following receipt of the redemption request. All redemption requests received after 4:00 p.m. (ET) on the date that is the 20th calendar day of the month preceding the applicable Redemption Date (or such later date as the Manager may accept in its sole discretion) will be processed at the applicable Net Asset Value per Unit calculated as of the next Redemption Date in the following month.</p> <p>Proceeds of redemption (less any applicable fees and deductions as provided herein and provided in the Declaration of Trust) shall be paid as soon as is practicable and in any event within approximately thirty-five (35) calendar days following the relevant Redemption Date.</p> <p>Partial redemptions that reduce the aggregate Net Asset Value of a Unitholder’s investment below an amount established from time to time by the Manager may result in the Fund requiring a mandatory redemption of all Units held by such Unitholder or redesignating such Unitholder’s Units as Units of another Class. The Manager may in its sole discretion also require the mandatory redemption of Units or redesignation of Units under other circumstances.</p> <p>The Manager may in its absolute discretion decide to satisfy any redemption request in full or in part by instructing the Trustee to transfer <i>in specie</i> such securities or other property of the Fund, which together with payments in cash (if any), shall in the aggregate have a value not less than the redemption amount payable to the Unitholder (i.e., the aggregate Net Asset Value per Unit of such redeemed Units) provided that the value of all securities and other property of the Fund shall be determined as at the relevant Valuation Date. The Manager does not anticipate instructing the Trustee to satisfy redemption requests <i>in specie</i> other than in exceptional circumstances such as when one or more redemptions by one or more Unitholders have a materially prejudicial effect on the remaining Unitholders or otherwise materially and adversely affect the Fund.</p> <p>See “Redemption of Units”.</p>
<p><b>Suspension of Redemptions:</b></p>	<p>The Manager may suspend or postpone, or continue a suspension of or postponement of, the right of redemption of Units of the Fund, in full or in part on a <i>pro rata</i> basis, during: (i) any period in which there has been a suspension in the calculation of the Net Asset Value of the Units; (ii) any period in which there are insufficient liquid assets in the Fund to fund redemptions entirely in cash or in which the liquidation of assets of the Fund would be to the detriment of the Fund generally or is not reasonably practicable as determined by the Manager; or (iii) during a period in which the redemption of the Underlying Fund Shares has been fully or partially suspended, postponed or deferred. The Underlying Investment Manager may suspend withdrawal rights with respect to any member of the Underlying Fund (including the Fund) under certain circumstances, as described in the Underlying Fund Memorandum.</p> <p>If the Manager suspends or postpones the right of redemption of Units in full or in part, a Unitholder may either withdraw its redemption request within thirty (30) calendar days following the applicable Redemption Date or receive payment based on the applicable Net Asset Value per Unit for each subsequent Redemption Date on which the redemption request is honoured, in full or in part, where such redemption requests shall take priority over subsequent redemption requests submitted for Redemption Dates following the Redemption Date for which redemptions were suspended or postponed.</p>

	<p>For greater certainty, if the Manager suspends or postpones the right of redemption of Units, the Fund may redeem some of the Units for which redemption has been requested by Unitholders and postpone or suspend the redemption of the remaining Units of such Unitholders. Any partial redemption shall be <i>made pro rata</i> according to the aggregate number of Units tendered for redemption by each such Unitholder.</p> <p>See “Redemption of Units - Suspension of Redemptions”.</p>
<p><b>Redemptions of Underlying Fund Shares:</b></p>	<p>The Underlying Fund will redeem the Underlying Fund Shares monthly as of the closing of the last Business Day of that calendar month (or such other such other Business Day as may be determined in the discretion of the Board of Directors (in consultation with the Underlying Investment Manager).</p> <p>Written requests for redemptions of the Underlying Fund must be received by the Underlying Investment Manager no later than 4:00 p.m. New York time on the Business Day falling at least one calendar month prior to the applicable underlying redemption date, which notice period may be waived or reduced by the Board of Directors or its duly authorized agent with respect to any shareholder or shareholders, in its absolute discretion, without notice to any other shareholders. Payment of Underlying Fund redemption proceeds will generally be made to the Fund within thirty (30) calendar days of the applicable Underlying Fund redemption date, without interest.</p> <p>Except in the event of a full redemption from the Underlying Fund, shareholders may not redeem shares unless the value of the shares to be redeemed is at least US\$250,000 (or in the case of any non-USD currency shares, its foreign currency equivalent at the then current relevant exchange rate against the U.S. dollar), and partial redemptions which would have the effect of reducing a shareholder’s remaining investment to less than US\$1,000,000 (or in the case of any non-USD currency shares, its foreign currency equivalent at the then current relevant exchange rate against the U.S. dollar), subject to the right of the Board of Directors or its duly authorized agent to waive these minimums in its absolute discretion. The Underlying Fund may redeem all of the shares of any shareholder whose aggregate investment in the Underlying Fund does not equal or exceed the minimum investment amount then applicable.</p> <p>The calculation and payment of an Underlying Fund’s shareholder redemption proceeds may be based on estimated and unaudited data. Accordingly, adjustments and revisions may be required.</p> <p>The Board of Directors may suspend redemption rights of the Underlying Fund’s shareholder, in whole or in part and of all or any classes, including payment of redemption proceeds, or the determination or reporting of net asset value.</p> <p>Although the Underlying Fund expects to pay redemptions in cash to the extent reasonably practicable, redemptions may be paid in cash, securities, or a combination of cash and securities, in the discretion of the Underlying Fund and to the extent permitted under applicable law.</p> <p>The Board of Directors have discretion to accept or reject redemption requests in full or in part, and to determine, acting in the best interests of investors, whether and to what extent to fulfil redemptions, and the timing of such fulfilment, subject to the certain restrictions.</p> <p>See “Redemption of Units – Redemptions of Underlying Fund Shares”.</p>
<p><b>Eligibility for Investment:</b></p>	<p>Provided that the Fund qualifies and continues to qualify at all times as a “mutual fund trust” within the meaning of the <i>Income Tax Act</i> (Canada) (“<b>Tax Act</b>”), the Units will be “qualified investments” under the Tax Act for a trust governed by a tax-free savings account, first home savings account, registered retirement savings plan, registered retirement income fund, registered education savings plan, deferred profit sharing plan or registered disability savings plan.</p>

	See “Eligibility for Investment”.
<b>Distributions and Automatic Reinvestment of Distributions:</b>	<p>Subject to the Manager’s discretion to make distributions of cash, any distributions (less any amounts required by law to be deducted therefrom) with respect to the Units are expected to automatically be reinvested for the account of each Unitholder in additional Units at the applicable Net Asset Value per Unit. No sales charge or commission shall be payable by a Unitholder in connection with any such reinvestment.</p> <p>There can be no assurance that any distributions will be paid to a holder of Units. Accordingly, the Fund may not be a suitable investment for any investor who requires regular distributions in cash.</p> <p>In addition to the above, the Fund intends to distribute sufficient net income and net realized capital gains, if any, to Unitholders in each taxation year to ensure that the Fund is not liable for income tax under Part I of the Tax Act, after taking into account any loss carry forwards and capital gains refunds. Such distributions, if any, are paid as of the last Business Day of the calendar year, and at such other times as may be determined by the Manager. Subject to the Manager’s discretion to make distributions of cash, all such distributions to Unitholders (less any amounts required by law to be deducted therefrom) will automatically be reinvested for the account of each Unitholder in additional Units at the applicable Net Asset Value per Unit. Following such distributions and reinvestments, Units will be immediately consolidated such that the number of outstanding Units held by each Unitholder on such day following the distribution will equal the number of Units held by the Unitholder prior to the distribution, except to the extent that tax has to be withheld in respect of the distribution. No sales charge or commission shall be payable by a Unitholder in connection with any such reinvestment.</p> <p>Any distributions will be made to registered Unitholders determined as of the close of business on the record date of the distribution. All distributions payable in respect of a Class of Units will be made on a <i>pro rata</i> basis to Unitholders of that Class.</p> <p>Other than as set forth above, the Fund does not intend to make any distributions on the Units.</p> <p>See “Distribution Policy”.</p>
<b>Canadian Federal Income Tax Considerations:</b>	<p>A Unitholder who is resident in Canada for the purposes of the Tax Act will generally be required to include in computing income for a taxation year the amount of the Fund’s net income for the taxation year, including net realized taxable capital gains, paid or payable to the Unitholder (whether in cash or in Units) in the taxation year. Amounts payable to a Unitholder that holds Units as capital property for purposes of the Tax Act in excess of the Unitholder’s share of the Fund’s net income and net realized capital gains will reduce the adjusted cost base of the Unitholder’s Units. If the reductions to a Unitholder’s adjusted cost base would cause the adjusted cost base of a Unit held as capital property to be negative, the Unitholder will be deemed to realize a capital gain equal to such negative amount. A Unitholder who disposes of Units held as capital property (on redemption or otherwise) will realize a capital gain (or capital loss) to the extent that the proceeds of disposition (other than any amount payable by the Fund which represents an amount that is otherwise required to be included in the Unitholder’s income) exceed (or are exceeded by) the aggregate of the adjusted cost base of Units and any reasonable costs of disposition.</p> <p>Each investor should satisfy itself as to the tax consequences of an investment in Units by obtaining advice from its tax adviser.</p> <p>For a detailed summary of certain of the Canadian federal income tax considerations generally relevant to investors, see “Certain Canadian Federal Income Tax Considerations”.</p>
<b>Financial Reporting:</b>	<p>The Fund intends to make available and, where requested, to deliver audited financial statements to Unitholders or their Registered Dealers, as the case may be, after the end of each fiscal year end. The Fund’s ability to deliver such audited financial statements will depend, in part, upon its receipt of audited financial statements from the Underlying Fund. Consequently,</p>

	<p>it is possible that audited annual financial statements of the Fund may be completed later than would otherwise be the case. Furthermore, if the Underlying Fund is unable to complete its annual audit (or if the Underlying Fund issues a qualified audit report), the Fund may be unable to complete its own audit (or the Fund may have to issue a qualified audit report as well).</p> <p>See “Reporting to Unitholders”.</p>
<p><b>Release of Confidential Information:</b></p>	<p>Under applicable securities and anti-money laundering legislation, the Manager and/or the Administrator are required to collect and may be required to release confidential information about Unitholders and, if applicable, about the beneficial owners of corporate Unitholders, to regulatory or law enforcement authorities.</p>
<p><b>Risk Factors:</b></p>	<p>An investment in the Units is subject to certain risks. Prospective investors should give careful consideration to the following factors, among others, in evaluating the merits and suitability of an investment in the Units.</p> <p>See “Certain Risk Factors Applicable to the Fund” below.</p> <ul style="list-style-type: none"> <li>• Reliance on Manager.</li> <li>• Dependence of Manager on Key Personnel.</li> <li>• Liquidity, Marketability, and Transferability of Units.</li> <li>• Nature of Units.</li> <li>• Limited Ability to Liquidate Investment.</li> <li>• Possible Effect of Redemptions.</li> <li>• Taxation of the Fund.</li> <li>• Taxation of the Underlying Fund and the Underlying Master Fund.</li> <li>• Foreign Tax Reporting.</li> <li>• Income.</li> <li>• Risk of Achieving Investment Objectives or Change in Investment Objectives or Strategies.</li> <li>• Not a Trust Company.</li> <li>• Custody Risk.</li> <li>• Fluctuations in NAV and Valuation of the Fund's investments.</li> <li>• Foreign Investment Risk.</li> <li>• Hedging.</li> <li>• Restrictions on Transfer and Resale.</li> <li>• No Opportunity for Unitholders to evaluate the Underlying Investment Manager.</li> <li>• Uncertain Exit Strategies.</li> <li>• Cybersecurity.</li> <li>• In-Kind Distributions.</li> <li>• Charges to the Fund and the Underlying Fund.</li> <li>• Public Health Crises and Other Events Outside the Control of the Fund.</li> <li>• Trade Sanctions.</li> <li>• Leverage.</li> <li>• Conflicts of Interest.</li> <li>• Illiquidity.</li> <li>• Suspension of Trading.</li> <li>• Not a Mutual Fund Offered by Prospectus.</li> <li>• No Operating History.</li> <li>• Class Risk.</li> <li>• Unitholder Liability.</li> <li>• The Units are not Insured and Insurance Risk.</li> <li>• Unitholders not Entitled to Participate in Management.</li> <li>• Possible Negative Impact of Regulation of Alternative Funds.</li> </ul>

	<ul style="list-style-type: none"> <li>• Enforcement of Legal Rights.</li> <li>• Past Performance.</li> <li>• Potential Indemnification Obligations.</li> <li>• Tracking Error.</li> <li>• Investments in the Underlying Fund.</li> <li>• Operational Risk.</li> </ul> <p>In addition to the risks of investing in the Fund described above and detailed in this Offering Memorandum, the Fund, as an investor in Underlying Fund Shares is subject to all the risks relating to the Underlying Fund as described in the Underlying Fund Documents and, therefore, the Units will be subject, indirectly, to all such risks.</p> <p>For a detailed discussion with regard to risks and conflicts of interest generally applicable to the Underlying Fund, investors should carefully review the Underlying Fund Documents and the other material documents relating to the Underlying Fund. Copies of the Underlying Fund Documents are available upon request from the Manager.</p> <p>The risks and conflicts of interest described in the Underlying Fund Documents with respect to the Underlying Fund and an investment therein apply generally to an investment in the Fund and the Units. The returns of the Fund will depend almost entirely on the performance of its investment in the Underlying Fund and there can be no assurance that the Underlying Fund will be able to implement their respective investment objectives and strategies.</p> <p>Each prospective investor should carefully review the Underlying Fund Documents and the other material documents relating to the risk of the Underlying Fund described in the Underlying Fund Documents with the prospective investor’s legal, regulatory, financial, accounting, business, investment and tax advisers before subscribing for Units of the Fund.</p> <p>See “Risk Factors”.</p>
<b>Administrator:</b>	SGGG Fund Services Inc. 121 King Street West, Suite 300 Toronto, Ontario, M5H 3T9 (the “ <b>Administrator</b> ”)
<b>Auditors:</b>	Deloitte LLP Toronto, Ontario
<b>Legal Counsel:</b>	McMillan LLP Toronto, Ontario
<b>Tax Year-End:</b>	December 31
<b>Statutory and Contractual Rights of Action:</b>	Purchasers of Units are entitled to the benefit of certain statutory or contractual rights of action. See “Purchasers’ Rights of Action for Damages and Rescission”.

## SUMMARY OF FEES AND EXPENSES

The following table contains a summary of the fees and expenses relating to the Fund and Unitholders. Unitholders may have to pay some of these fees and expenses directly. The fees and expenses payable by the Fund will reduce the value of your investment in the Fund. See “Fees and Expenses Relating to the Fund”.

<u>Type of Fee</u>	<u>Description</u>
<i>Fees and Expenses of the Fund</i>	
<b>Management Fee:</b>	<p>The Fund shall pay the Manager with respect to all Units, a management fee (the “<b>Management Fee</b>”) based upon the Class Net Asset Value of each Class of Units, plus applicable taxes, calculated and payable monthly, from the effective date of the issuance of such Units until redeemed, equal to:</p> <ul style="list-style-type: none"> <li>(a) 1/12 of 0.95% of the aggregate Class Net Asset Value of the Class A Units;</li> <li>(b) 1/12 of 0.95% of the aggregate Class Net Asset Value of the Class USA Units;</li> <li>(c) 1/12 of 0.45% of the aggregate Class Net Asset Value of the Class W Units; and</li> <li>(d) 1/12 of 0.45% of the aggregate Class Net Asset Value of the Class USW Units.</li> </ul> <p>The Management Fee is calculated (before deducting the Administrative Fee for that month) and paid monthly as of each Valuation Date or as at any other day as the Manager may determine. For the avoidance of doubt, the Fees will be payable by the Fund, and unitholders will not be billed separately for payment of Fees.</p> <p>See “Fees and Expenses Relating to the Fund – Management Fee”.</p>
<b>Administrative Fee:</b>	<p>The Fund shall pay the Manager an administrative fee (the “<b>Administrative Fee</b>”, together with the Management Fee, the “<b>Fees</b>”) with respect to all Units, plus applicable taxes calculated from the effective date of the issuance of such Units until redeemed.</p> <p>Each Class of Units will bear the Administrative Fee in an amount equal (on an annualized basis) to 0.175% of the Net Asset Value of the applicable Class of Units (before deducting the Fees for that month) as of each Valuation Date.</p> <p>The Administrative Fee is calculated and paid monthly as of each Valuation Date or as at any other day as the Manager may determine. For the avoidance of doubt, the Fees will be payable by the Fund, and unitholders will not be billed separately for payment of the Fees.</p> <p>See “Fees and Expenses Relating to the Fund – Management Fee”.</p>
<b>Establishment and Operating Expenses of the Fund:</b>	<p>The Fund will be responsible for the costs of establishing the Fund and the offering of Units, including, but without limitation, the fees and expenses of legal counsel and the Fund’s auditors. The Fund intends to amortize these costs over the five-year period following the date of the initial closing of the offering of Units. The Fund is responsible for the payment of all fees and expenses relating to its operation, including fees payable to a third party administrator, accounting, audit and legal costs, insurance premiums, fees associated with the Fund’s bank accounts, custodial, prime broker and safekeeping fees, registrar and transfer agency fees and expenses, bookkeeping and recordkeeping costs, all Unitholder communication expenses and servicing costs, distribution expenses, promotional expenses, the cost of maintaining the Fund’s existence, regulatory fees and expenses, the cost of consulting, organizational costs, distribution costs, regulatory filing fees, all reasonable extraordinary or non-recurring expenses which are directly related to the maintenance and management of the Fund and all taxes, assessments or other regulatory and governmental charges levied against the Fund. The Fund is generally required to pay applicable sales taxes on any management fees and on most administration</p>

	expenses that it pays. Each class of units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all Classes.
<b><i>Fees and Expenses of the Underlying Fund</i></b>	
<b>Underlying Management Fee:</b>	<p>A management fee is payable to the Underlying Investment Manager (or one of its affiliates) (the “<b>Underlying Management Fee</b>”). The Underlying Investment Manager (or one of its affiliates) will be entitled to payment of the Underlying Management Fee in consideration for its services, which consists of a variable element at a rate of:</p> <ul style="list-style-type: none"> <li>(a) as to Class A-CAD Shares, 1/12 of 1.50% charged monthly of the unadjusted asset value of each series, appropriately prorated for partial periods; and</li> <li>(b) as to Class A-USD Shares, 1/12 of 1.50% charged monthly of the unadjusted asset value of each series, appropriately prorated for partial periods.</li> </ul> <p>The Underlying Management Fee will be paid quarterly in arrears. The Underlying Management Fee will be calculated based on each series of shares as of the close of business on the last Business Day of each month (after deducting expenses) in U.S. dollars, and will be paid in U.S. dollars. The Underlying Management Fee generally will be paid to the Underlying Investment Manager within ninety (90) calendar days of the end of the respective quarter.</p> <p>In relation to any subscriptions for shares made by new or existing shareholders on any date that does not fall on the last Business Day of a month, a pro rata portion of the Underlying Management Fee will be paid to the Underlying Investment Manager in respect of those shares based on the actual number of days for which those shares were held in such month. For the avoidance of doubt, subscriptions for shares made by new or existing shareholders on a date that falls on the last Business Day of a month shall not be subject to the Underlying Management Fee for that particular month.</p> <p>The Underlying Management Fee will be calculated and paid in U.S. dollars. For the avoidance of doubt, in the case of the Class A-CAD Shares, the non-USD currency net asset value will be converted into U.S. dollars at the relevant exchange rate obtained by the Underlying Fund on the relevant calculation date and then used to calculate the Underlying Management Fee applicable to the Class A-CAD Shares.</p> <p>See “Fees and Expenses Relating to the Fund”.</p>
<b>Incentive Fee:</b>	<p>The Underlying Fund will be charged an incentive fee (the “<b>Incentive Fee</b>”) in respect of each series of Underlying Fund Class A Shares payable in arrears within ninety (90) calendar days, or as soon thereafter as practicable, as described below. Incentive Fees are paid on both realized and unrealized net appreciation.</p> <p>With respect to each series of Underlying Fund Class A Shares, if the gross asset value of such series as of the Incentive Fee determination date exceeds its high water mark for such period, the Underlying Investment Manager will be paid an Incentive Fee to be charged against such series of shares, equal to 20%, with respect to the applicable series of Underlying Fund Class A Shares, in the amount, if any, as of the Incentive Fee determination date, by which the gross asset value of such series of shares exceeds the reference amount applicable to such series; provided that if the reference amount is below the high water mark, the reference amount shall be deemed to equal the high water mark for purposes of calculating the Incentive Fee.</p> <p>Once an Incentive Fee is paid to the Underlying Investment Manager, it will not be rebated to the Underlying Fund in respect of a series of shares in the event the gross asset value of such shares subsequently declines.</p> <p>The Incentive Fee will be calculated and paid in U.S. dollars. For the avoidance of doubt, in the case of the Class A-CAD Shares, the non-USD currency net asset value will be</p>

	<p>converted into U.S. dollars at the relevant exchange rate obtained by the Underlying Fund on the relevant calculation date and then used to calculate the Incentive Fee applicable to the Class A-CAD Shares.</p> <p>See “Fees and Expenses Relating to the Fund”.</p>
<b>Other Fees and Expenses:</b>	<p>The Fund, as an investor in the Underlying Fund, indirectly bears its <i>pro rata</i> share of such underlying fund’s other fees and expenses including, but not limited to, organizational expenses, operational expenses, expenses related to its investment program, including expenses borne indirectly through the Underlying Fund’s investments in underlying assets, legal fees, audit and accounting fees, administrator fees, directors fees, and other fees, including extraordinary fees such as indemnification expenses. Such fees and expenses may be significant.</p> <p>See “Fees and Expenses Relating to the Fund”.</p> <p>A further description of the Underlying Fund’s fees and expenses is contained in the Underlying Fund Documents and should be carefully reviewed by investors. Copies of the Underlying Fund Documents are available upon request from the Manager.</p>
<b>Sales Commissions</b>	
<b>Dealer Compensation:</b>	<p>The Manager pays to each Registered Dealer whose clients hold Class A Units and Class USA Units a trailer fee (the “<b>Trailer Fee</b>”) equal to 0.50% per annum of the applicable Net Asset Value per Unit in respect of the Units held by the Registered Dealer’s clients (calculated at the end of each calendar quarter and paid approximately thirty (30) calendar days thereafter), plus applicable taxes. The Manager may discontinue or change the Trailer Fee at any time in its sole discretion. For the avoidance of doubt, the Trailer Fee is paid by the Manager, and is not a separate fee paid by the Fund.</p> <p>A sales commission of up to three percent (3%) of the purchase price may be deducted from a purchase order for Class A Units and Class USA Units. Such commission is typically negotiated between the investor and the Registered Dealer through whom the investor purchases the Units and is paid by the investor.</p> <p>There is no sales commission or trailer fee payable in respect of the Class W Units and Class USW Units.</p> <p>No sales commission will be payable in respect of Units purchased through the Manager in its capacity as exempt market dealer in connection with the distribution of the Units in the Offering Jurisdictions.</p> <p>See “Dealer Compensation”.</p>

## THE FUND

Systematic Total Alpha (BlackRock) Spartan Access Fund (the “**Fund**”) is an open-end investment fund established as a trust under the laws of the Province of British Columbia pursuant to the declaration of trust dated as of May 1, 2026, as the same may be amended, supplemented, or amended and restated from time to time (the “**Declaration of Trust**”). Spartan Fund Management Inc. is the trustee (in such capacity, the “**Trustee**”) and the investment fund manager (in such capacity, the “**Manager**”) of the Fund and is responsible for the management and administration of the Fund. The principal office of the Fund and the head office of the Manager of the Fund are situated at 150 King Street West, Suite 200, Toronto, Ontario, Canada M5H 1J9.

The only undertaking of the Fund is the investment of its assets. An investment in the Fund is represented by trust units (the “**Units**”). Subscribers whose subscriptions have been accepted will become unitholders of the Fund. Holders of Units are hereinafter referred to as “**Unitholders**”.

## THE TRUSTEE

Pursuant to the Declaration of Trust, the Trustee acts on behalf of all Unitholders in matters relating to the Fund. The principal office of the Trustee is located at 150 King Street West, Suite 200, Toronto, Ontario, Canada M5H 1J9.

The Trustee, and any successor trustee, must be a resident of Canada for tax purposes. The Trustee may resign upon ninety (90) calendar days’ written notice to the Unitholders and may be removed on sixty (60) calendar days’ written notice in the event the Trustee is in material breach or material default of the provisions of the Declaration of Trust, and, if capable of being cured, such breach or default has not been cured within twenty (20) Business Days’ from written notice to the Trustee of such breach or default if such removal has been approved by an extraordinary resolution of the Unitholders (being resolutions approved by more than 75% of the votes duly cast by Unitholders at a meeting or written resolutions signed by Unitholders holding more than 75% of the aggregate number of applicable Units, all in accordance with the Declaration of Trust). The Trustee shall be deemed to have resigned in certain circumstances including upon the dissolution, insolvency, or bankruptcy of the Trustee, or if the Trustee ceases to be a resident in Canada for the purposes of the *Income Tax Act* (Canada) (“**Tax Act**”). If the Trustee resigns or is deemed to resign, a successor trustee shall be appointed by the Manager to fill such vacancy and the replacement trustee, other than an affiliate of the Manager or a registered trust company nominated by the Manager, shall be elected by majority vote at a special meeting of the Unitholders called to approve such appointment. If, after the resignation or removal of the Trustee, no successor has been appointed within ninety (90) calendar days, the Unitholders may elect a successor trustee by majority vote at a meeting of Unitholders called for such purpose. In each case, if, upon the expiry of a further thirty (30) calendar days, neither the Manager nor the Unitholders of the Fund have appointed a successor Trustee, the Fund shall terminate.

The Declaration of Trust provides that the Trustee shall not be liable to the Fund or to any Unitholder for any loss or damage relating to any matter regarding the Fund except in cases where the Trustee fails to act honestly and in good faith and in the best interests of Unitholders to the extent required by the laws applicable to trustees, or breaches its standard of care. In performing its obligations and duties, the Trustee must act honestly and in good faith, with a view to the best interests of Unitholders, and must exercise the degree of care, diligence, and skill that a reasonably prudent trustee would exercise in comparable circumstances. Furthermore, the Trustee shall not be liable for any acts or omissions based on reliance upon the instructions of the Manager, the custodian (if not the Trustee), record keeper (if not the Trustee), any registrar or transfer agent of the Fund (unless the Trustee is acting in such capacity), or any person or organization to whom its responsibilities are delegated. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the Trustee and indemnifying the Trustee, or any of its officers, directors, employees, or agents, in respect of certain liabilities incurred by any of them in carrying out the Trustee’s duties.

As long as the Trustee is the manager of the Fund or an affiliate thereof, the Trustee will not receive fees from the Fund but is entitled to be reimbursed for all out-of-pocket expenses that are properly incurred by the Trustee in connection with the performance of its duties.

## THE MANAGER

The Manager is responsible for the management of the Fund pursuant to the Declaration of Trust. The Manager’s responsibilities include the provision of general administrative and management services. The Manager has delegated certain administrative functions to the Administrator pursuant to the Administration Agreement. The Manager is also

responsible for the offering and sale of Units of the Fund. Units of the Fund may also be purchased from a Registered Dealer.

The Manager is required to exercise its powers and discharge its duties honestly, in good faith, and in the best interests of the Fund and to exercise the care, diligence, and skill of a reasonably prudent person in comparable circumstances. Among its other powers, the Manager may establish the Fund's operating expense budget and authorize the payment of operating expenses. If the Manager is in material breach or material default of its obligations under the Declaration of Trust and, if capable of being cured, such breach or default has not been cured within twenty (20) Business Days' notice of such breach or default to the Manager, the Fund shall give notice thereof to the Unitholders and the Unitholders may remove the Manager by an extraordinary resolution (being resolutions approved by more than 75% of the votes duly cast by Unitholders at a meeting or written resolutions signed by Unitholders holding more than 75% of the aggregate number of applicable Units, all in accordance with the Declaration of Trust) and appoint a replacement manager of the Fund.

The Manager shall be deemed to have resigned its rights, powers, duties, and responsibilities under the Declaration of Trust without notice in certain circumstances including upon the dissolution, insolvency, or bankruptcy of the Manager, or if the Manager ceases to be resident in Canada for the purposes of the Tax Act. The Manager may resign as manager of the Fund at any time on ninety (90) calendar days' written notice to the Trustee and the Unitholders. The Declaration of Trust contains provisions for the appointment of a successor fund manager in the event of the removal or resignation of the Manager. If no successor fund manager is appointed, the Fund will be terminated. If the Manager resigns or is removed, a replacement manager shall forthwith be appointed by the Trustee or the resigning Manager and, unless the replacement manager is the trustee of the Fund or an affiliate of the trustee of the Fund or the resigning Manager, such appointment must be approved by a majority of the votes cast by Unitholders at a meeting called for such purpose.

The Manager and its directors, officers, partners, employees, and agents shall not be liable to the Fund for any loss or damage relating to any matter regarding the Fund, except in cases of wilful misconduct, bad faith, negligence, disregard of the Manager's standard of care, or by any material breach or material default by the Manager of its obligations under the Declaration of Trust. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the Manager and indemnifying the Manager, and any of its officers, partners, employees, and agents.

The Manager is responsible for providing investment advisory services to the Fund and is responsible for acquiring the securities comprising the portfolio of the Fund and maintaining the portfolio in accordance with the investment objective of the Fund. The Manager's responsibilities include investment management services, investment analysis, selection of dealers or brokers and the negotiation of commissions, recommendations and investment decision making. The Manager will also receive all subscriptions and notices of redemption, accept or reject subscriptions and notices of redemption, complete all necessary forms required under the relevant securities legislation and regulations and submit such subscriptions, notices of redemption and associated forms for processing, as well as performing and keeping all records with respect to the "know your client" and "suitability" assessment of all direct subscribers for Units in the Fund with respect to which the Manager acts as dealer in accordance with all applicable securities laws.

The Manager, established in 2006, is an asset management firm that specializes in providing, through pooled funds, a broad selection of alternative investment solutions that meet a variety of investment needs. The Manager accesses alternative investment solutions through investment teams employed by the Manager or by way of sub advisory arrangements with other registrants. The Manager's clients primarily consist of high net worth individuals and family offices who access their funds directly or through registered advisers. The Manager currently manages approximately \$2.7B in client assets under management and committed capital.

The Manager is registered as an investment fund manager, portfolio manager, exempt market dealer, and commodity trading manager in the Province of Ontario; as an investment fund manager, portfolio manager, and exempt market dealer in the provinces of Québec and British Columbia; as an investment fund manager and portfolio manager in the Province of Newfoundland and Labrador; and as an exempt market dealer in the Province of Alberta.

The principal place of business of the Manager is 150 King Street West, Suite 200, Toronto, Ontario, Canada M5H 1J9. The name and municipality of residence of the directors and officers of the Manager actively involved in the management of the Fund, and the office held by them (being their principal occupations), are set out below.

## Officers, Directors, and Key Investment Personnel of the Manager

The name and position with the Manager of its directors and officers are set out below:

<u>Name and Municipality of Residence</u>	<u>Position with the Manager</u>	<u>Principal Occupation</u>
Gary Ostoich Toronto, Ontario	Director and President	Executive of the Manager
Brent Channell Oakville, Ontario	Director and Managing Director	Executive of the Manager
John Ackerl Millgrove, Ontario	Director and Chief Investment Officer	Executive of the Manager

### INVESTMENT OBJECTIVE OF THE FUND

The investment objective of the Fund is to provide Unitholders with long-term capital appreciation and current income through exposure to the returns of the Underlying Fund.

There can be no assurance that the investment objective will be achieved.

### INVESTMENT STRATEGIES OF THE FUND

To achieve its objective, the Fund is expected to invest substantially all of the net subscription proceeds from the sale of Units in Class A-USD Shares (“**Class A-USD Shares**”) and Class A-CAD Shares (“**Class A-CAD Shares**”, together with the Class A-USD Shares, the “**Class A Shares**”) of the Underlying Fund (the “**Underlying Fund Shares**”). The Canadian dollar denominated Units of the Fund may obtain exposure to a Canadian dollar or a U.S. dollar denominated class of Underlying Fund Shares.

The return to holders of each Class of Units will be dependent upon the return of the Underlying Fund Shares. However, Unitholders will not have any ownership interest in the Underlying Fund Shares. There is no guarantee or other form of principal protection for any amounts invested by a Unitholder. Due to variations in fees and expenses, the return of the Fund will be different than the return of the Underlying Fund Shares.

#### Use of Leverage

The Fund has the authority to borrow money to pay redemptions and for cash management purposes. The exposure of the Fund to the returns of the Underlying Fund Shares issued by the Underlying Fund will also have the indirect effect of exposing the Fund to the use of leverage by the Underlying Master Fund.

Borrowing for investment purposes is known as “leverage”. Leverage is defined as the absolute market value of all long positions and short positions over net asset value. Leverage is defined as a factor (rather than an independent source of risk) that influences the rapidity with which changes in market risk, credit risk or liquidity risk change the value of an investment portfolio. Although leverage presents opportunities for increasing total investment return, it also has the effect of potentially increasing losses as well. Any event that adversely affects the value of an investment, either directly or indirectly, by the Fund could be magnified to the extent that leverage is employed. The cumulative effect of the use of leverage, directly or indirectly could result in a loss that would be greater than if leverage were not employed. In addition, to the extent the Fund borrows money, the rates at which it can borrow may affect its operating results.

Leverage is expected to be used in the investment program of the Underlying Master Fund. The amount of leverage that the Underlying Master Fund may use is not limited, and the Underlying Master Fund may employ varying amounts of leverage over time. The Underlying Investment Manager has discretion over the amount of leverage used, which will depend on various factors, including, but not limited to, the target risk level of the portfolio and available investment opportunities. While it is anticipated that the amount of leverage utilized by the Underlying Master Fund

will be significant, the Underlying Master Fund expects its gross notional long exposure and gross notional short exposure each to generally range between approximately 8-12 times the net asset value of the Underlying Master Fund, although it may operate outside this range from time to time without notice to shareholders or prospective shareholders.

See “Risk Factors – Leverage” and “Investment Objective and Program of the Underlying Fund”.

### **Currency Hedging**

Class A Units and Class W Units are denominated in Canadian dollars. Class USA Units and Class USW Units are denominated in U.S. dollars. The Canadian dollar denominated Units of the Fund may obtain exposure to a Canadian dollar or a U.S. dollar denominated class of Underlying Fund Shares. The exposure of the Canadian dollar-denominated and U.S. dollar-denominated Classes of Units to the Underlying Fund Shares held in the portfolio of the Fund is the same except that the returns to the U.S. dollar and Canadian dollar denominated Classes of Units are subject to fluctuations in the Canadian to U.S. dollar exchange rate. It is anticipated that the currency exposure of the U.S. dollar denominated and Canadian dollar denominated Classes of Units of the Fund will be substantially, but not fully, hedged. Any costs and related liabilities and/or benefits relating to such hedging will be reflected in the Class Net Asset Value to which such hedging relates.

The Underlying Fund Shares are denominated in, among other currencies, Canadian dollars and U.S. dollars. The Underlying Master Fund normally invests in both U.S. and non-U.S. securities, including securities of companies located in emerging markets. The Underlying Master Fund may invest in non-U.S. dollar denominated investments, including investments denominated in European and Asian currencies and in other non-U.S. and emerging market currencies. The Underlying Master Fund may have significant exposure to foreign currencies. The Underlying Master Fund’s investments in non-U.S. dollar-based assets may be made on a currency hedged or unhedged basis. Other currency hedging may also occur through the Underlying Master Fund at its discretion. There can be no assurance that any such hedging will, in fact, be implemented or, if implemented, that it will be successful in mitigating the impact of currency fluctuations.

See “Risk Factors – Hedging”.

## **INVESTMENT RESTRICTIONS OF THE FUND**

The investment activities of the Fund are subject to the following investment restrictions:

- **Sole Undertaking.** The Fund will not engage in any undertaking other than the investment of the Fund’s assets in accordance with the Fund’s investment objective and, subject to the investment restrictions, such activities as are necessary or ancillary with respect thereto; and
- **“Mutual Fund Trust” Status.** The Fund will not make or hold any investment, undertake any activity or otherwise do (or fail to do) anything that would result in the Fund failing to qualify as a “mutual fund trust” within the meaning of the Tax Act.

## **THE UNDERLYING FUND**

The Underlying Fund is an exempted company incorporated under the provisions of the *Companies Act* (as revised) of the Cayman Islands on April 27, 2022, to operate as a private investment fund. The Underlying Fund invests all of its assets (other than cash pending subscription, redemption and payment of expenses) through a “master-feeder” structure in BlackRock Systematic Total Alpha Master Fund Ltd. (the “**Underlying Master Fund**”), a Cayman Islands exempted company incorporated on April 27, 2022.

The Underlying Fund has been incorporated for an unlimited duration and will be terminated, wound up and dissolved in accordance with its articles or otherwise pursuant to a formal liquidation under the *Companies Act* (as revised) or any other applicable bankruptcy or insolvency regime.

The Underlying Fund and the Underlying Master Fund commenced operations on June 30, 2022. Additional investment funds have been, and may in the future be, established to invest substantially all or a portion of their investible assets in or alongside the Underlying Master Fund.

### *Liquidation of the Underlying Fund*

The Board of Directors, in consultation with the Underlying Investment Manager, may at any time resolve that the Underlying Fund be managed with the objective of realizing assets in an orderly manner and distributing the proceeds to shareholders in such manner as they determine to be in the best interests of the Underlying Fund, in accordance with the terms of the articles of the Underlying Fund and its Underlying Fund Documents, including, without limitation, compulsorily redeeming shares, paying any dividend proceeds in specie and/or declaring a suspension while assets are realized. This process is integral to the business of the Underlying Fund and may be carried out without recourse to a formal liquidation under the *Companies Act* (as revised) or any other applicable bankruptcy or insolvency regime, but shall be without prejudice to the right of the voting shareholder(s) to place the Underlying Fund into liquidation.

### **Underlying Fund Distribution Policy**

Currently, the Board of Directors does not expect the Underlying Fund to pay dividends or distributions in respect of its shares of the Underlying Fund. The Board of Directors may declare dividends or distributions in respect of certain classes and not other classes. Dividends or distributions, if any, may be paid, in compliance with any applicable law, in the sole discretion of the Board of Directors at any time as decided by the Board of Directors in its sole discretion and may be paid in cash or in-kind at the sole and absolute discretion of the Board of Directors in consultation with the Underlying Investment Manager and in compliance with any applicable law.

Each of the Underlying Fund and the Underlying Administrator also reserves the right to refuse to make any distribution to a shareholder, if any of the Board of Directors or the Underlying Administrator suspects or is advised that the payment of any distribution moneys to such shareholder might result in a breach or violation of any applicable anti-money laundering laws or the laws, regulations, and Executive Orders administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other laws or regulations in any relevant jurisdiction (collectively, "AML/OFAC obligations").

## **INVESTMENT OBJECTIVE AND PROGRAM OF THE UNDERLYING FUND**

### **Investment Objective**

The investment objective of the Underlying Fund, through its investment in the Underlying Master Fund, is to generate absolute returns by employing systematic security selection insights, taking long and short positions across global markets including but not limited to equities, bonds, currencies and derivative instruments (including both physical securities and associated instruments). The investment objective of the Underlying Master Fund is the same as that of the Underlying Fund. Unless indicated otherwise, references herein to the Underlying Fund's investments and investment program include references to the Underlying Master Fund's investments and investment program, and vice versa. The investment style aims to utilize a high-breadth approach seeking to generate idiosyncratic alpha across the investment spectrum with low correlation to broad asset classes and common portfolio risk factors.

There can be no assurance that the Underlying Fund will achieve its investment objective and investment results may vary substantially over time.

### **Investment Program**

The "Systematic Total Alpha" strategy is designed to deliver absolute returns, with a low correlation to broad markets. In general, the returns in connection with the investment strategies used in managing the Underlying Master Fund's portfolio are generated from the difference in appreciation or depreciation between the long and short positions. Additionally, the strategy seeks to profit from dislocations in and across markets by implementing directional positions.

The Underlying Investment Manager applies quantitative and qualitative return forecasting models and robust risk-control methods to analyze price, market and other data in order to identify trading opportunities across a wide variety of asset classes and instruments. The modeling techniques employed within the Underlying Master Fund's portfolio to identify long and short positions are tailored to the investment strategies' unique opportunities and attributes. The allocation of capital within the Underlying Master Fund's portfolio is made solely at the Underlying Investment Manager's discretion based upon its assessment of the expectations of return opportunities, risks, and capacity of each

of the strategies. Identifying new investment opportunities and rebalancing across investment strategies is an ongoing process and an integral part of the management of the Underlying Master Fund's portfolio.

The Underlying Master Fund seeks to achieve its investment objective by investing in a range of global asset classes. The Underlying Master Fund may invest directly in securities or instruments, through derivatives or by investing in exchange traded funds ("ETFs"). The Underlying Master Fund has flexibility with respect to its asset allocation and intends to diversify its exposure across a variety of global asset classes and strategies.

The Underlying Master Fund's investment in debt securities may include U.S. Government and agency securities, foreign government and supranational debt securities, corporate bonds, mortgage-related securities and asset-backed securities, mortgage to-be-announced securities, emerging market debt securities, preferred securities, structured products, mezzanine securities, senior secured floating rate and fixed rate loans or debt, second lien or other subordinated or unsecured floating rate and fixed rate loans or debt, convertible debt securities, and derivatives with similar economic characteristics. The Underlying Master Fund may invest in fixed, variable and floating rate instruments, including participations and assignments, of any duration or maturity.

The Underlying Master Fund may invest in debt securities of any credit quality, which may include investment grade securities and high yield securities, including unrated securities (commonly called "**junk bonds**").

The Underlying Master Fund's investments also may include, but are not limited to, listed and unlisted common stock, preferred stock, depository receipts, convertible securities, rights, warrants, put and call options, swaps and other derivatives, futures contracts and ETFs.

The Underlying Master Fund may invest in derivatives, including but not limited to, swaps, including total return (some of which may be referred to as contracts for difference), credit default, asset, inflation, interest rate and constant maturity swaps; options; forward contracts; futures; options on futures and swaps; and foreign exchange transactions, for hedging purposes, as well as to enhance returns. There is no limit to the Underlying Master Fund's ability to invest in derivatives, and the Underlying Master Fund expects to utilize derivatives to a significant extent. The Underlying Master Fund may utilize derivative instruments to maintain a portion of its portfolio long and short positions. The Underlying Master Fund may also invest in repurchase agreements, reverse repurchase agreements and dollar rolls. The Underlying Master Fund may also invest in indexed and inverse securities.

The Underlying Master Fund may purchase and sell securities on a when-issued, delayed delivery or forward commitment basis.

The Underlying Master Fund may engage in short sales for hedging purposes or to enhance total return. The Underlying Master Fund may also make short sales "against the box," which means that at the time of such sale, the Underlying Master Fund owns or has the immediate and unconditional right to acquire the identical security at no additional cost.

Subject to any applicable law (including the *U.S. Employee Retirement Income Security Act of 1974*, as amended ("**ERISA**")), the Underlying Master Fund may from time to time invest in ETFs that are sponsored, managed, advised or serviced by the Underlying Investment Manager or its affiliates (each, a "**Underlying Manager Fund**"). To the extent the Underlying Master Fund's assets are invested in any such Underlying Manager Fund, the Underlying Fund's share of any fees payable to the Underlying Investment Manager or its affiliates in respect of the Underlying Master Fund's investment in such Underlying Manager Fund will offset the Underlying Management Fee and the incentive allocation payable by the Underlying Fund or by the Underlying Master Fund in respect of the Underlying Fund.

A more detailed description of the investment objectives, strategies, policies, guidelines, and restrictions of the Underlying Fund, as well as a summary of certain risks of obtaining exposure to the Underlying Fund, is included in the Underlying Fund Documents. In particular, prospective investors must review and carefully consider the specific risks associated with the Underlying Fund's investment strategies, as described in the Underlying Fund Documents. Furthermore, the Underlying Fund may pursue investment strategies or techniques not described herein, and neither the Trustee nor the Manager will have knowledge of, or the ability to control, the Underlying Fund's pursuit of such investment strategies.

### **Statutory Caution**

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

Underlying Fund. These statements are based on assumptions made by the Underlying Investment Manager of the success of its investment objectives and strategies in certain market conditions, relying on the experience of the Underlying Investment Manager's officers and employees and their knowledge of historical economic and market trends. Investors are cautioned that the assumptions made by the Underlying Investment Manager and the success of its investment strategies and techniques are subject to a number of mitigating factors. Investors are urged to read "Risk Factors" below for a discussion of other factors that will impact the operations and success of the Underlying Fund and consequently the Fund.

## MANAGEMENT AND ADMINISTRATION OF THE UNDERLYING FUND

### Board of Directors of the Underlying Fund

The board of directors of the Underlying Fund (the "**Board of Directors**") has overall responsibility for the management, operation and administration of the Underlying Fund. The members of the Board of Directors also serve as members of the Underlying Master Fund's board of directors.

Mr. Ian Pilgrim, Mr. W. William Woods, Ms. Jennifer Collins and Ms. Noelle L'Heureux serve on the Board of Directors and will remain as such until their death, resignation or removal. Mr. Pilgrim, Mr. Woods, Ms. Collins and Ms. L'Heureux are each either licensed or registered with the Cayman Islands Monetary Authority under the *Directors Registration and Licensing Act* (as revised) of the Cayman Islands.

Mr. Pilgrim, Mr. Woods and Ms. Collins are not affiliates or employees of BlackRock, Inc. ("**BlackRock**"), the Underlying Investment Manager or any of their affiliates. Ms. L'Heureux is an employee of BlackRock. The Directors also serve as directors of other funds managed by BlackRock, the Underlying Investment Manager and their respective affiliates.

### The Underlying Investment Manager

BlackRock Financial Management, Inc. (the "**Underlying Investment Manager**"), a Delaware corporation that is a wholly-owned subsidiary of BlackRock, is the investment manager of the Underlying Fund and the Underlying Master Fund and is responsible for their investment activities subject to the policies, control and supervision of the Board of Directors and the board of directors of the Underlying Master Fund, respectively. The Underlying Investment Manager is registered with the U.S. Securities and Exchange Commission (the "**SEC**") as an investment adviser under the *U.S. Investment Advisers Act of 1940*, as amended (the "**Advisers Act**"). In addition, the Underlying Investment Manager is registered as a commodity pool operator (a "**CPO**") and commodity trading advisor with the Commodity Futures Trading Commission (the "**CFTC**"). However, the Underlying Investment Manager has claimed exemptions with respect to the Underlying Fund and the Underlying Master Fund from certain of the CFTC's disclosure, reporting and record-keeping requirements applicable to registered CPOs and commodity trading advisors pursuant to CFTC Rule 4.7.

The Underlying Investment Manager provides investment management and/or investment advisory services to the Underlying Fund and the Underlying Master Fund pursuant to an agreement among the Underlying Fund, the Underlying Master Fund and the Underlying Investment Manager (as amended or restated from time to time, the "**Underlying Investment Management Agreement**"). The Underlying Investment Management Agreement will remain in effect until terminated by the Underlying Master Fund, the Underlying Fund or the Underlying Investment Manager upon not less than ninety (90) calendar days' prior written notice (or such shorter notice as the other parties may agree to accept or with a material breach).

BlackRock is a publicly traded company incorporated in the State of Delaware. The economic interests in BlackRock are owned by institutional and individual investors, as well as BlackRock employees. BlackRock, through its subsidiaries, manages assets on behalf of institutions and individuals worldwide through a variety of equity, fixed income, real estate, cash management and alternative investment products. In addition, BlackRock, through its subsidiaries, provides risk management, investment system outsourcing and financial advisory services to a growing number of institutional investors. Headquartered in New York City, BlackRock has a major presence in key global markets, including North and South America, Europe, Asia, Australia, the Middle East and Africa.

### **The Underlying Administrator**

The Underlying Fund has appointed State Street Cayman Trust Company, Ltd., an indirect wholly-owned subsidiary of State Street Bank and Trust Company, as the Underlying Fund and Underlying Master Fund administrator (the “**Underlying Administrator**”) pursuant to an administration agreement, to perform certain financial, accounting, administrative, reporting, registrar and transfer agency and other services on behalf of the Underlying Fund and Underlying Master Fund.

### **The Underlying Custodian**

The Underlying Fund has appointed State Street Cayman Trust Company, Ltd., an indirect wholly-owned subsidiary of State Street Bank and Trust Company, as the Underlying Fund and Underlying Master Fund custodian (the “**Underlying Custodian**”) pursuant to a custodian agreement, to perform custodial services with regard to cash and other assets of the Underlying Fund and the Underlying Master Fund delivered to it.

### **The Underlying Auditor**

The Underlying Fund has retained Deloitte & Touche as the independent auditor of the Underlying Fund and the Underlying Master Fund.

## **DETAILS OF THE OFFERING**

The Fund is offering on a continuous basis an unlimited number of units (“**Units**”), issuable in Series, pursuant to available exemptions from the prospectus requirements (the “**Prospectus Exemptions**”) under National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) and, in Ontario, in Section 73.3 of the *Securities Act* (Ontario) (the “**Offering**”). The classes of Units being offered hereunder are Class A Units, Class USA Units, Class W Units, and Class USW Units of the Fund.

Subscribers must be resident in any province or territory of Canada (the “**Offering Jurisdictions**”) and qualify as “accredited investors” (as such term is defined in NI 45-106 and, in Ontario, in Section 73.3 of the *Securities Act* (Ontario)). The minimum initial investment amount for Class A Units and Class W Units is C\$10,000. No person shall sell, offer to sell, or deliver interests in the Fund in the United States of America, or contact or provide information related to the Fund, directly or indirectly, to any potential investor that is (i) a “U.S. person” within the meaning of Regulation S promulgated under the U.S. Securities Act of 1933, as amended, (ii) not a “Non-United States person” as defined under the U.S. Commodity Exchange Act of 1936, as amended, (iii) a “United States Person” as defined in the U.S. Internal Revenue Code of 1986, as amended, or (iv) within the United States. The minimum initial investment amount for Class USA Units and Class USW Units is US\$10,000. The Manager may in its discretion accept subscriptions for lesser amounts subject to compliance with applicable securities legislation.

The Manager reserves the right to accept or reject subscriptions for Units, to change the minimum amounts for investment in the Fund, and/or to discontinue the Offering at any time and from time to time.

A Unitholder may make an additional investment in Units of not less than C\$5,000 or US\$5,000, as applicable provided that at such time the Unitholder is an “accredited investor” (as such term is defined in NI 45-106 and, in Ontario, in Section 73.3 of the *Securities Act* (Ontario)).

There are four Classes of Units offered by the Fund pursuant to this Offering Memorandum: Class A Units, Class USA Units, Class W Units, and Class USW Units. Each Class has the same investment objective, strategies, and restrictions but may differ in respect of one or more features, such as management fees, sales commissions, distribution reinvestment, currency denomination, and minimum investment, as set out herein.

Class A Units and Class USA Units of the Fund are available to all investors and may carry a front-end sales commission paid by the investor at the time of purchase. Class W Units and Class USW Units are intended for discount brokerage accounts, discretionary accounts and investors who are enrolled in fee-based programs through their broker, dealer, or adviser and who may be subject to an annual asset-based fee, as applicable.

Class A Units and Class W Units are denominated in Canadian dollars. Class USA Units and Class USW Units are denominated in U.S. dollars.

## **FEES AND EXPENSES RELATING TO THE FUND**

### **Establishment and Operating Expenses of the Fund**

The Fund will be responsible for the costs of establishing the Fund and the offering of Units, including, but without limitation, the fees and expenses of legal counsel and the Fund's auditors, except to the extent that the Manager agrees to pay any such expenses from time to time. The Fund intends to amortize these costs over the five year period following the date of the initial closing of the offering of Units. The Fund is responsible for the payment of all fees and expenses relating to its operation, including, but not limited to, fees payable to a third party administrator, accounting, audit and legal costs, insurance premiums, fees associated with the Fund's bank accounts, custodial, prime broker, and safekeeping fees, registrar and transfer agency fees and expenses, bookkeeping and recordkeeping costs, all Unitholder communication expenses and servicing costs, distribution expenses, promotional expenses, the cost of maintaining the Fund's existence, regulatory fees and expenses, the cost of consulting, organizational costs, distribution costs, regulatory filing fees, all reasonable extraordinary or non-recurring expenses that are directly related to the maintenance and management of the Fund, and all taxes, assessments, or other regulatory and governmental charges levied against the Fund. The Fund is also responsible for fees and expenses relating to the Fund's portfolio investments, if any, including the cost of securities, interest on borrowings and commitment fees and related expenses payable to lenders and counterparties, brokerage fees, commissions and expenses, and banking fees. The Fund is generally required to pay applicable sales taxes on most administration expenses that it pays. Each Class of Units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all Classes.

The fees and expenses relating to the Underlying Fund's operations, including, but not limited to, director and administration fees, regulatory, accounting, record keeping, legal fees, and expenses are attributable to the Underlying Fund Shares.

### **Management Fee**

The Fund shall pay the Manager with respect to all Units, a management fee (the "**Management Fee**") based upon the Class Net Asset Value of each Class of Units, plus applicable taxes, calculated and payable monthly, from the effective date of the issuance of such Units until redeemed, equal to:

- (a) 1/12 of 0.95% of the aggregate Class Net Asset Value of the Class A Units;
- (b) 1/12 of 0.95% of the aggregate Class Net Asset Value of the Class USA Units;
- (c) 1/12 of 0.45% of the aggregate Class Net Asset Value of the Class W Units; and
- (d) 1/12 of 0.45% of the aggregate Class Net Asset Value of the Class USW Units.

The Management Fee is calculated (before deducting the Administrative Fee for that month) and paid monthly as of each Valuation Date or as at any other day as the Manager may determine. For the avoidance of doubt, the Fees will be payable by the Fund, and unitholders will not be billed separately for payment of Fees.

### **Administrative Fee**

The Fund shall pay the Manager an administrative fee (the "**Administrative Fee**", together with the Management Fee, the "**Fees**") with respect to all Units, plus applicable taxes calculated from the effective date of the issuance of such Units until redeemed.

Each Class of Units will bear the Administrative Fee in an amount equal (on an annualized basis) to 0.175% of the Net Asset Value of the applicable Class of Units (before deducting the Fees for that month) as of each Valuation Date.

The Administrative Fee is calculated and paid monthly as of each Valuation Date or as at any other day as the Manager may determine. For the avoidance of doubt, the Fees will be payable by the Fund, and unitholders will not be billed separately for payment of the Fees.

## Fees and Expenses of the Underlying Fund

### *Underlying Management Fee*

A management fee is payable to the Underlying Investment Manager (or one of its affiliates) (the “**Underlying Management Fee**”). The Underlying Investment Manager (or one of its affiliates) will be entitled to payment of the Underlying Management Fee in consideration for its services, which consists of a variable element at a rate of:

- (a) as to Class A-CAD Shares, 1/12 of 1.50% charged monthly of the unadjusted asset value of each series, appropriately prorated for partial periods; and
- (b) as to Class A-USD Shares, 1/12 of 1.50% charged monthly of the unadjusted asset value of each series, appropriately prorated for partial periods.

The Underlying Management Fee will be paid quarterly in arrears. The Underlying Management Fee will be calculated based on each series of shares as of the close of business on the last Business Day of each month (after deducting expenses) in U.S. dollars, and will be paid in U.S. dollars. The Underlying Management Fee generally will be paid to the Underlying Investment Manager within ninety (90) calendar days of the end of the respective quarter.

In relation to any subscriptions for shares made by new or existing shareholders on any date that does not fall on the last Business Day of a month, a pro rata portion of the Underlying Management Fee will be paid to the Underlying Investment Manager in respect of those shares based on the actual number of days for which those shares were held in such month. For the avoidance of doubt, subscriptions for shares made by new or existing shareholders on a date that falls on the last Business Day of a month shall not be subject to the Underlying Management Fee for that particular month.

The Underlying Management Fee will be calculated and paid in U.S. dollars. For the avoidance of doubt, in the case of the Class A-CAD Shares, the non-USD currency net asset value will be converted into U.S. dollars at the relevant exchange rate obtained by the Underlying Fund on the relevant calculation date and then used to calculate the Underlying Management Fee applicable to the Class A-CAD Shares.

### *Incentive Fee*

The Underlying Fund will be charged an incentive fee (the “**Incentive Fee**”) in respect of each series of Underlying Fund Class A Shares payable in arrears within ninety (90) calendar days, or as soon thereafter as practicable, as described below. Incentive Fees are paid on both realized and unrealized net appreciation.

With respect to each series of Underlying Fund Class A Shares, if the gross asset value of such series as of the Incentive Fee determination date exceeds its high water mark for such period, the Underlying Investment Manager will be paid an Incentive Fee to be charged against such series of shares, equal to 20%, with respect to the applicable series of Underlying Fund Class A Shares, in the amount, if any, as of the Incentive Fee determination date, by which the gross asset value of such series of shares exceeds the reference amount applicable to such series; provided that if the reference amount is below the high water mark, the reference amount shall be deemed to equal the high water mark for purposes of calculating the Incentive Fee.

Once an Incentive Fee is paid to the Underlying Investment Manager, it will not be rebated to the Underlying Fund in respect of a series of shares in the event the gross asset value of such shares subsequently declines.

The Incentive Fee will be calculated and paid in U.S. dollars. For the avoidance of doubt, in the case of the Class A-CAD Shares, the non-USD currency net asset value will be converted into U.S. dollars at the relevant exchange rate obtained by the Underlying Fund on the relevant calculation date and then used to calculate the Incentive Fee applicable to the Class A-CAD Shares.

### *Other Fees and Expenses*

The Fund, as an investor in the Underlying Fund, indirectly bears its *pro rata* share of such underlying fund’s other fees and expenses including, but not limited to, organizational expenses, operational expenses, expenses related to its investment program, including expenses borne indirectly through the Underlying Fund’s investments in underlying assets, legal fees, audit and accounting fees, administrator fees, directors fees, and other fees, including extraordinary fees such as indemnification expenses. Such fees and expenses may be significant.

## DETERMINATION OF NET ASSET VALUE

SGGG Fund Services Inc. (the “**Administrator**”) has been appointed by the Manager to calculate the net asset value (“**Net Asset Value**”) of the Fund. The Net Asset Value of the Fund, the Net Asset Value for each Class, and/or the Net Asset Value for each Series of a Class of Units (the “**Series Net Asset Value**”) and the applicable Net Asset Value per Unit of each Class and/or Series, as applicable, will be determined by the Administrator in accordance with the Fund’s valuation policy on each Valuation Date.

The Net Asset Value of the Fund and each Class and/or Series, as applicable, is determined by the Administrator in accordance with the Declaration of Trust and the Fund’s valuation policy, which is summarized in this Offering Memorandum.

The Net Asset Value of the Fund and each Class and/or Series, as applicable, as at the relevant Valuation Date, will be calculated by the Administrator on or about the twentieth (20th) calendar day following the relevant Valuation Date. For these purposes, “**Valuation Time**” means 4:00 p.m. (ET) or such other time as the Administrator, in its discretion, deems appropriate to determine the Net Asset Value per Unit and the Net Asset Value of the Fund and each Class and/or Series, as applicable, and “**Valuation Date**” shall mean the last Business Day of each month, and in any event, on December 31st of each year or any such other day as determined from time to time by the Manager.

The Net Asset Value as of any date shall equal the fair market value of the assets of the Fund as of such date, less an amount equal to the total Fund liabilities as of such date.

The Manager may provide or make available estimates of the Net Asset Value of the Fund, a Class and/or a Series, as applicable, from time to time. Such estimates, if provided or made available, are for informational purposes only and should not be relied upon or used for any other purpose as they may differ materially from the actual Net Asset Value calculated by the Administrator in accordance with the procedures described herein.

Since the Fund invests substantially all of its assets, indirectly through investment in the Underlying Fund (other than amounts determined necessary by the Manager to pay Fund expenses), net capital appreciation and net capital depreciation of the Fund is almost entirely based upon net capital appreciation and net capital depreciation, respectively, of the Underlying Fund Shares (as adjusted for any expenses, assets or liabilities incurred by the Fund).

The Fund’s investment in the Underlying Fund will generally be valued at the value provided by the Underlying Fund. The Fund is authorized to make determinations of the Fund’s Net Asset Value on the basis of estimated numbers provided by the Underlying Fund and it is expected that the Fund will accept such valuations. The Underlying Fund may use valuation principles and accounting standards that are different from the principles and standards used by the Fund. Neither the Trustee nor the Manager is expected to review any such valuations in detail. However, if the Manager, in consultation with the Administrator, determines that the valuation of the Underlying Fund does not fairly represent fair value, the Manager, in consultation with the Administrator, shall value the Fund’s interests in the Underlying Fund as they reasonably determine and will set forth the basis of such valuation in writing in the Fund’s records. Such re-valuations are only expected to occur in extraordinary circumstances. The valuation policies of the Underlying Fund are set out in the Underlying Fund Documents and should be reviewed carefully by investors. Copies of the Underlying Fund Documents are available upon request from the Manager.

### **Valuation Principles**

The value of the assets and the amount of the liabilities of the Fund (the net result of which is the Net Asset Value of the Fund) will be calculated in such manner as the Administrator, in consultation with the Manager, shall determine from time to time, subject to the following:

- (a) the value of any cash on hand or on deposit, bills, demand notes, accounts receivable, prepaid expenses, dividends receivable (if such dividends are declared and the date of record is before the date as of which the net asset value is being determined) and interest accrued and not yet received, shall be deemed to be the full amount thereof, unless the Manager determines that any such deposit, bill, demand note, account receivable, prepaid expense, dividend receivable or interest accrued and not yet received 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;
- (b) short-term investments including notes and money market instruments shall be valued at cost plus accrued interest (for this purpose, interest accrued will include amortization over the remaining term

to maturity of any discount or premium from the face value of such an investment at the time of its acquisition);

- (c) the value of any security which is listed or dealt in upon a public securities exchange will be valued at the last available trade price on the Valuation Date or, if the Valuation Date is not a Business Day, on the last Business Day preceding the Valuation Date. If no sales are reported on such day, such security will be valued at the average of the current bid and asked prices. If the closing price is outside of the closing bid-ask range, then the closest bid or ask to the last trade will be used. Securities that are listed or traded on more than one public securities exchange or that are actively traded on over-the-counter markets while being listed or traded on such securities exchanges or over-the-counter markets will be valued on the basis of the market quotation which, in the opinion of the Manager, most closely reflects their fair value;
- (d) any securities which are not listed or traded upon any public securities exchange will be valued at the simple average of the latest available offer price and the latest available bid price (unless in the opinion of the Manager such value does not reflect the value thereof and in which case, the latest offer price or bid price as best reflects the value thereof should be used), as at the Valuation Date;
- (e) all Fund property valued in a foreign currency and all liabilities and obligations of the Fund payable by the Fund in foreign currency shall be converted into Canadian funds by applying the rate of exchange obtained from the best available sources to the Manager or to the third party engaged by the Manager to calculate Net Asset Value;
- (f) the value of a forward contract shall be the gain or loss, if any, that would arise as a result of closing the position in the forward contract on the date of valuation unless daily limits are in effect, in which case fair market value may be based on the current value of the underlying interest;
- (g) the value of any security or other asset for which no published market exists, including securities of private issuers (other than the Underlying Fund), will be determined by the Manager in accordance with the following:
  - (i) such securities or other assets will normally be carried at cost unless:
    - (A) there is an arm's length transaction which in the Manager's reasonable opinion establishes a different value, or
    - (B) a material change in the value of an issuer occurs, including as a result of a write-down of its assets on its audited balance sheet or the preparation of a valuation of the issuer or of a substantial portion of its assets by a qualified independent person, in which event the value will be increased or decreased, as appropriate, to the resulting fair value; and
  - (ii) if there is an arm's length bona fide enforceable offer to purchase all or a substantial portion of an issuer's outstanding securities or its assets, the Fund's securities may be valued based upon the proposed transaction price;
- (h) the value of the Underlying Fund shall be the most recent net asset value of the Underlying Fund Shares, as provided by the Underlying Fund;
- (i) each transaction of purchase or sale of portfolio securities effected by the Fund will be reflected in the computation of the Net Asset Value of the Fund on the trade date;
- (j) the value of any security or property to which, in the opinion of the Manager, the above principles cannot be applied (whether because no price or yield equivalent quotations are available or for any other reason), shall be the fair value thereof determined in such manner as the Manager may from time to time determine based on standard industry practice;
- (k) short positions will be marked-to-market, i.e., carried as a liability equal to the cost of repurchasing the securities sold short applying the same valuation techniques described above; and
- (l) all other liabilities shall include only those expenses paid or payable by the Fund, including accrued contingent liabilities; however expenses and fees allocable only to a Class or Series of Units shall not be deducted from the Net Asset Value of the Fund prior to determining the Net Asset Value of

each Class and Series, and shall thereafter be deducted from the Net Asset Value so determined for each such Class or Series.

The Manager may determine such other rules as it deems necessary from time to time, which rules may deviate from Canadian generally accepted accounting principles (“GAAP”) and from International Financial Reporting Standards (“IFRS”).

Net Asset Value 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 and distributions. Such Net Asset Value will be used to determine the subscription price and redemption value of Units. To the extent that such calculations are not in accordance with GAAP or IFRS, the financial statements of the Fund will include a reconciliation note explaining any difference between such published Net Asset Value and Net Asset Value for financial statement reporting purposes (which must be calculated in accordance with GAAP).

### **Series Net Asset Value per Unit**

The “**Series Net Asset Value**” of a Series of Units, as of any date, shall equal the fair market value of the assets of the applicable Class as of such date, less an amount equal to the total Class liabilities as of such date, in each case attributable to that Series of Units. The “**Series Net Asset Value per Unit**” shall be computed by the Administrator as at each Valuation Date by dividing the applicable Series Net Asset Value by the total number of Units of such Series then outstanding on such Valuation Date, prior to any issuance or redemption of Units of such Series to be processed by the Manager immediately following such calculation.

### **Net Asset Value of the Underlying Fund Shares**

The net asset value of the Underlying Fund (the “**Underlying Fund NAV**”) is equivalent to its respective gross assets less its gross liabilities as of the close of business on any date of determination (each, a “**Underlying Fund Valuation Day**”). To the extent feasible, income, expenses, fees, taxes and other assets and liabilities are accrued. Underlying Fund NAV will be calculated at the end of each month or any other day decided by the Board of Directors in consultation with the Underlying Investment Manager.

### **Suspension of Calculation of the Fund’s Net Asset Value**

The Fund may suspend the calculation of Net Asset Value of the Units: (i) for the whole or any part of a period during which normal trading is suspended on any stock exchange, options exchange, or futures exchange within or outside Canada on which a majority of the securities are listed and traded, or on which specified derivatives are traded, if those securities or specified derivatives represent more than 50% by value, or underlying market exposure, of the assets of the Fund or the Underlying Fund, without allowance for liabilities, and if those securities or specified derivatives are not traded on any other exchange that represents a reasonably practical alternative; (ii) during a period in which the calculation of the value or redemption of the Underlying Fund Shares has been fully or partially suspended, postponed or deferred; or (iii) with the approval of the relevant securities regulatory authorities or as otherwise required or permitted under applicable securities laws. Calculation of the valuation of the Underlying Fund Shares and/or redemption of such shares may be suspended or postponed in certain circumstances. See “Redemption of Units - Suspension of Redemptions”.

## **PURCHASE OF UNITS**

Each Class of Units will be offered at a price equal to the initial offering price of C\$100.00 or US\$100.00, as applicable, per Unit and thereafter on a continuous basis at the Net Asset Value per Unit of the applicable Class or Series, as applicable as of each Subscription Date. Fractional Units will be issued up to a maximum of six decimal places.

A subscription for Units must be made by completing and executing the subscription agreement and power of attorney form (a “**Subscription Agreement**”) and by forwarding to the Manager such completed form in accordance with the Subscription Agreement. An investor purchasing through a Registered Dealer should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to the dealer. No subscription will be accepted unless the Manager is satisfied that the subscription is in compliance with applicable securities laws.

All subscriptions for Units will be made through the purchase of interim subscription receipts (“**Subscription Receipts**”) at a fixed net asset value of C\$100.00 or US\$100.00, as applicable, per Subscription Receipt. Following the calculation of the Class Net Asset Value per Unit of the relevant series, the Subscription Receipts will be automatically converted, without any further action on the part of the Subscriber, into the appropriate number of Units of the applicable Class and series subscribed for on the next Subscription Date (defined below). Units will be deemed to be issued as of the next Business Day following the applicable Subscription Date. The number of Units issued will be equal to the net subscription proceeds divided by the applicable Class Net Asset Value per Unit of the relevant series determined as at the applicable Subscription Date. The number of Subscription Receipts may be different than the final number of Units issued. Subscription Receipts: (i) may not be transferred by the holder thereof without the prior written consent of the Manager, at its sole discretion; (ii) are not redeemable; and (iii) do not carry any voting rights.

Subscriptions for Units will be accepted: (a) on any Valuation Date that the Units are available for subscription; or (b) on such other date as the Manager may permit (each a “**Subscription Date**”), subject to the Manager’s discretion to refuse subscriptions in whole or in part.

In order for Units to be issued as of a particular Subscription Date, a completed Subscription Agreement must be received by the Manager no later than 4:00 p.m. (ET) on the 18th day of the applicable month in which such Subscription Date falls (or, if the 18th day is not a Business Day, the preceding Business Day) (such date, the “**Subscription Deadline Date**”) (provided that the Manager reserves the right, but shall not be obligated, to accept subscriptions that are received after such deadline). Such required notice period may be increased if the Underlying Fund increases the amount of notice required for subscriptions in the Underlying Fund.

Payment of subscription amounts must be provided by the Subscriber directly on or before 12:00 p.m. (ET) two (2) Business Days following the Subscription Deadline Date or, in the case where a registered dealer (a “**Registered Dealer**”) acts as agent for an investor, from the Subscriber’s account at the Subscriber’s Registered Dealer not later than 12:00 p.m. (ET) on the specified settlement date.

Units will be issued in Series. On the first closing, Units designated by the Trustee as Series 1 Units of each Class shall be issued. On each successive Subscription Date on which Units are issued, a new Series of Units of the applicable Class will be issued. It is in the discretion of the Trustee to change this policy.

Each Class of Units will be offered at a price equal to the initial offering price of C\$100.00 or US\$100.00, as applicable, per Unit.

Units of the Fund are offered by the Manager directly and through Registered Dealers.

The Manager has the discretion to reject any subscription request. The decision to accept or reject any subscription request will be made as soon as possible. If the subscription request is rejected, all payments received with the request will be refunded without interest or deduction. If payment for any Units purchased is not honoured when presented for payment, the Manager may reverse the purchase transaction at the same Net Asset Value per Unit applied to the issue of the Units.

At the time of making each additional investment, unless a new Subscription Agreement is executed, each investor will be deemed to have repeated and confirmed to the Manager the covenants and representations contained in the Subscription Agreement delivered by the investor to the Manager at the time of initial investment in the Fund. No certificates will be issued for the Units or the Subscription Receipts.

## REDEMPTION OF UNITS

Each Unit shall be redeemable at the option of the holder on a monthly basis, on the last Business Day of each month or on such other date as the Manager may permit (each, a “**Redemption Date**”), pursuant to a written redemption request that must be received by the Manager not later than the 20th calendar day of the month preceding the applicable Redemption Date (or such shorter period as the Manager may, in its discretion, approve).

Such required notice period may be increased if the Underlying Fund increases the amount of notice required for redemptions in the Underlying Fund. Redemption requests are irrevocable unless the Manager, in its sole discretion, permits a redemption request to be withdrawn or unless a redemption request is not honoured on a Redemption Date, in which case it may be withdrawn at the option of the holder within thirty (30) calendar days following such Redemption Date. If a redemption request is not honoured on a Redemption Date and is not withdrawn during the

required time period, the redemption request will remain in full force and effect and will be carried over to each next subsequent Redemption Date until honoured in full, subject to the Manager's ability to permit a redemption request to be withdrawn in the Manager's sole discretion.

The Fund will redeem all or any part of the Units of a Class held by a Unitholder at the applicable Net Asset Value per Unit determined as of the applicable Redemption Date following receipt of the redemption request. All redemption requests received after 4:00 p.m. (ET) on the date that is the 20th calendar day of the month preceding the applicable Redemption Date (or such later date as the Manager may accept in its sole discretion) will be processed at the applicable Net Asset Value per Unit calculated as of the next Redemption Date in the following month.

Proceeds of redemption (less any applicable fees and deductions as provided herein and provided in the Declaration of Trust) shall be paid as soon as is practicable and in any event within approximately thirty-five (35) calendar days following the relevant Redemption Date.

Partial redemptions that reduce the aggregate Net Asset Value of a Unitholder's investment below an amount established from time to time by the Manager may result in the Fund requiring a mandatory redemption of all Units held by such Unitholder or redesignating such Unitholder's Units as Units of another Class. The Manager may in its sole discretion also require the mandatory redemption of Units or redesignation of Units under other circumstances.

The Manager may in its absolute discretion decide to satisfy any redemption request in full or in part by instructing the Trustee to transfer *in specie* such securities or other property of the Fund, which together with payments in cash (if any), shall in the aggregate have a value not less than the redemption amount payable to the Unitholder (i.e., the aggregate Net Asset Value per Unit of such redeemed Units) provided that the value of all securities and other property of the Fund shall be determined as at the relevant Valuation Date. The Manager does not anticipate instructing the Trustee to satisfy redemption requests *in specie* other than in exceptional circumstances such as when one or more redemptions by one or more Unitholders have a materially prejudicial effect on the remaining Unitholders or otherwise materially and adversely affect the Fund.

### **Suspension of Redemptions**

The Manager may suspend or postpone, or continue a suspension of or postponement of, the right of redemption of Units of the Fund, in full or in part on a *pro rata* basis, during: (i) any period in which there has been a suspension in the calculation of the Net Asset Value of the Units; (ii) any period in which there are insufficient liquid assets in the Fund to fund redemptions entirely in cash or in which the liquidation of assets of the Fund would be to the detriment of the Fund generally or is not reasonably practicable as determined by the Manager; or (iii) during a period in which the redemption of the Underlying Fund Shares has been fully or partially suspended, postponed or deferred. The Underlying Investment Manager may suspend withdrawal rights with respect to any member of the Underlying Fund (including the Fund) under certain circumstances, as described in the Underlying Fund Memorandum.

If the Manager suspends or postpones the right of redemption of Units in full or in part, a Unitholder may either withdraw its redemption request within thirty (30) calendar days following the applicable Redemption Date or receive payment based on the applicable Net Asset Value per Unit for each subsequent Redemption Date on which the redemption request is honoured, in full or in part, where such redemption requests shall take priority over subsequent redemption requests submitted for Redemption Dates following the Redemption Date for which redemptions were suspended or postponed.

For greater certainty, if the Manager suspends or postpones the right of redemption of Units, the Fund may redeem some of the Units for which redemption has been requested by Unitholders and postpone or suspend the redemption of the remaining Units of such Unitholders. Any partial redemption shall be *made pro rata* according to the aggregate number of Units tendered for redemption by each such Unitholder.

### **Redemptions of Underlying Fund Shares**

The Underlying Fund will redeem the Underlying Fund Shares monthly as of the closing of the last Business Day of that calendar month (or such other such other Business Day as may be determined in the discretion of the Board of Directors (in consultation with the Underlying Investment Manager)).

Written requests for redemptions of the Underlying Fund must be received by the Underlying Investment Manager no later than 4:00 p.m. New York time on the Business Day falling at least one calendar month prior to the applicable underlying redemption date, which notice period may be waived or reduced by the Board of Directors or its duly

authorized agent with respect to any shareholder or shareholders, in its absolute discretion, without notice to any other shareholders. Payment of Underlying Fund redemption proceeds will generally be made to the Fund within thirty (30) calendar days of the applicable Underlying Fund redemption date, without interest.

Except in the event of a full redemption from the Underlying Fund, shareholders may not redeem shares unless the value of the shares to be redeemed is at least US\$250,000 (or in the case of any non-USD currency shares, its foreign currency equivalent at the then current relevant exchange rate against the U.S. dollar), and partial redemptions which would have the effect of reducing a shareholder's remaining investment to less than US\$1,000,000 (or in the case of any non-USD currency shares, its foreign currency equivalent at the then current relevant exchange rate against the U.S. dollar), subject to the right of the Board of Directors or its duly authorized agent to waive these minimums in its absolute discretion. The Underlying Fund may redeem all of the shares of any shareholder whose aggregate investment in the Underlying Fund does not equal or exceed the minimum investment amount then applicable.

The calculation and payment of an Underlying Fund's shareholder redemption proceeds may be based on estimated and unaudited data. Accordingly, adjustments and revisions may be required.

The Board of Directors may suspend redemption rights of the Underlying Fund's shareholder, in whole or in part and of all or any classes, including payment of redemption proceeds, or the determination or reporting of net asset value.

Although the Underlying Fund expects to pay redemptions in cash to the extent reasonably practicable, redemptions may be paid in cash, securities, or a combination of cash and securities, in the discretion of the Underlying Fund and to the extent permitted under applicable law.

The Board of Directors have discretion to accept or reject redemption requests in full or in part, and to determine, acting in the best interests of investors, whether and to what extent to fulfil redemptions, and the timing of such fulfilment, subject to the certain restrictions.

#### **Mandatory Redemptions or Redesignations**

Partial redemptions that reduce the aggregate Net Asset Value of a Unitholder's investment below an amount established from time to time by the Manager may result in the Fund requiring a mandatory redemption of all Units held by such Unitholder or redesignating such Unitholder's Units as Units of another Class. The Manager may in its sole discretion also require the mandatory redemption of Units or redesignation of Units under other circumstances. Any such mandatory redemption will be made at the applicable redemption price per Unit on the next redemption date following the issuance of not less than ten (10) calendar days' prior written notice of the mandatory redemption to the affected Unitholder, and any redesignation will be made at the applicable Net Asset Value per Unit on the next Valuation Date following the issuance of not less than thirty (30) calendar days' prior written notice of the redesignation to the affected Unitholder.

If at any time the Trustee becomes aware that Units are or may become beneficially owned by one or more entities in the circumstances described below:

- (a) a non-resident of Canada or a partnership that is not a Canadian partnership within the meaning of the Tax Act if it would cause the Fund to lose its status as a mutual fund trust under the Tax Act;
- (b) a financial institution (as defined for the purposes of the Tax Act) if it would cause the Fund to be subject to the mark-to-market rules in section 142.5 of the Tax Act; or
- (c) a "designated beneficiary" of the Fund within the meaning of Part XII.2 of the Tax Act if, as a consequence thereof, the Fund may become liable for tax under Part XII.2 of the Tax Act,

the Trustee, or any third party on the direction of the Trustee, may cause the Fund to redeem all or such portion of the Units at the Net Asset Value per Unit of such Class or Series on the date of redemption, or on such other terms as the Trustee in its sole discretion deems equitable in the circumstances.

#### **DEALER COMPENSATION**

The Manager pays to each Registered Dealer whose clients hold Class A Units and Class USA Units a trailer fee (the "Trailer Fee") equal to 0.50% per annum of the applicable Net Asset Value per Unit in respect of the Units held by the Registered Dealer's clients (calculated at the end of each calendar quarter and paid approximately thirty (30) calendar days thereafter), plus applicable taxes. The Manager may discontinue or change the Trailer Fee at any time

in its sole discretion. For the avoidance of doubt, the Trailer Fee is paid by the Manager, and is not a separate fee paid by the Fund.

A sales commission of up to three percent (3%) of the purchase price may be deducted from a purchase order for Class A Units and Class USA Units. Such commission is typically negotiated between the investor and the Registered Dealer through whom the investor purchases the Units and is paid by the investor.

There is no sales commission or trailer fee payable in respect of the Class W Units and Class USW Units.

No sales commission will be payable in respect of Units purchased through the Manager in its capacity as exempt market dealer in connection with the distribution of the Units in the Offering Jurisdictions.

## DESCRIPTION OF UNITS

Each Unit of the same Class or Series will represent an equal undivided interest in the net assets of the Fund attributable to that Class or Series of Units. The Fund is authorized to issue an unlimited number of Classes and Series of Units and an unlimited number of Units in each such Class or Series. Each whole Unit of a particular Class or Series has equal rights to each other Unit of the same Class and Series with respect to all matters, including voting, receipt of distributions, liquidation, and other events in connection with the Fund.

All Classes and/or Series of Units of the Fund have the same investment objective, strategies, and restrictions but may differ in respect of one or more features, such as management fees, sales commissions, distribution reinvestment, currency denomination, and minimum investment, as set out herein. The Fund may issue fractional Units so that subscription funds may be fully invested. Units will have no preference, conversion, exchange, or pre-emptive rights over any other Unit of the same Class or Series. 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. No holder of a fraction of a Unit, as such, shall be entitled to notice of, or to attend or vote at, meetings of Unitholders or of a Class of Unitholders, except to the extent that such fractional Units may represent in the aggregate one or more whole Units.

Units may only be issued as fully-paid and non-assessable upon receipt of the full consideration for which they are to be issued and are not subject to further call or assessment and no pre-emptive rights attach to them. No certificates representing the Units or the Subscription Receipts shall be issued by the Fund, Manager, Trustee, or Administrator. The rights of Unitholders of the Fund are contained in the Declaration of Trust and may be modified, amended, or varied only in accordance with the provisions contained in the Declaration of Trust. Units are transferable on the register of the Fund only by a registered Unitholder or its legal representative, subject to compliance with the Declaration of Trust and applicable securities laws. Unitholders are entitled to redeem their Units, subject to the Fund Manager's right to suspend the right of redemption. See "Redemption of 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.

Each Class and Series of Units is entitled to participate equally in the distributions made by the Fund and, on liquidation, in its assets remaining after satisfaction of outstanding liabilities.

Units of the Fund may be subdivided or consolidated by the Trustee in accordance with the Declaration of Trust.

The provisions or rights attaching to units of the Fund and other terms of the Declaration of Trust may only be modified, amended, or varied in accordance with the provisions contained in the Declaration of Trust. See "Amendments to the Declaration of Trust".

At any time and from time to time after providing a Unitholder with thirty (30) calendar days' prior written notice, the Trustee may redesignate Units of a Class or Series issued to a Unitholder as Units of another Class or Series denominated in the same currency having an aggregate equivalent net asset value.

### **Series Redesignation or Roll-Up**

Units will be issued as of the Business Day following the Subscription Date on which the subscription is accepted. Units will be issued in Series. On the first closing, Units designated by the Manager as Series 1 Units of each Class are issued at a price per Unit of C\$100.00 or US\$100.00, as applicable, per Unit. On each successive Subscription

Date on which Units are issued, a new Series of Units will be issued at an opening Net Asset Value per Unit equal to the Net Asset Value per Unit of the Series 1 Units of the same Class. It is in the discretion of the Manager to change this policy.

At the end of each year, and following the payment of all fees and expenses of the Fund, the Manager may determine that some or all Series of the same Class of Units will be redesignated as Series 1 Units (or other Series, in the discretion of the Manager) in order to reduce the number of outstanding series of each Class. This will be accomplished by issuing additional Series 1 Units, and consolidating or subdividing the number of Units of each applicable Series so the aggregate Net Asset Value of Units held by a Unitholder does not change. Unitholders rights will not be affected in any way as a result of this process.

### **TRANSFER OR RESALE**

Units may only be redeemed at the option of the Unitholder in accordance with the Declaration of Trust, as described herein. Units may also be redeemed or redesignated by the Trustee or Manager. See “Redemption of Units”. Units may only be transferred with the consent of the Manager and in accordance with the provisions of the Declaration of Trust and transfers will generally not be permitted. As the Units offered by this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under applicable securities legislation, the resale of these securities by investors is subject to restrictions. An investor should refer to applicable provisions in consultation with a legal adviser. Furthermore, no transfers of Units may be effected unless the Manager approves the transfer and the proposed transferee. There is no market for these Units and no market is expected to develop, therefore it may be difficult or even impossible for the purchaser to sell the Units and redemption of the Units in accordance with the provisions set out herein is likely to be the only means of liquidating an investment in the Fund.

Subscribers are advised to consult with their advisers concerning restrictions on resale and are further advised against reselling their Units until they have determined that any such resale is in compliance with the requirements of applicable legislation and the Declaration of Trust.

### **DISTRIBUTION POLICY**

Subject to the Manager’s discretion to make distributions of cash, any distributions (less any amounts required by law to be deducted therefrom) with respect to the Units are expected to automatically be reinvested for the account of each Unitholder in additional Units at the applicable Net Asset Value per Unit. No sales charge or commission shall be payable by a Unitholder in connection with any such reinvestment.

There can be no assurance that any distributions will be paid to a holder of Units. Accordingly, the Fund may not be a suitable investment for any investor who requires regular distributions in cash.

In addition to the above, the Fund intends to distribute sufficient net income and net realized capital gains, if any, to Unitholders in each taxation year to ensure that the Fund is not liable for income tax under Part I of the Tax Act, after taking into account any loss carry forwards and capital gains refunds. Such distributions, if any, are paid as of the last Business Day of the calendar year, and at such other times as may be determined by the Manager. Subject to the Manager’s discretion to make distributions of cash, all such distributions to Unitholders (less any amounts required by law to be deducted therefrom) will automatically be reinvested for the account of each Unitholder in additional Units at the applicable Net Asset Value per Unit. Following such distributions and reinvestments, Units will be immediately consolidated such that the number of outstanding Units held by each Unitholder on such day following the distribution will equal the number of Units held by the Unitholder prior to the distribution, except to the extent that tax has to be withheld in respect of the distribution. No sales charge or commission shall be payable by a Unitholder in connection with any such reinvestment.

Any distributions will be made to registered Unitholders determined as of the close of business on the record date of the distribution. All distributions payable in respect of a Class of Units will be made on a *pro rata* basis to Unitholders of that Class.

Other than as set forth above, the Fund does not intend to make any distributions on the Units.

## **REPORTING TO UNITHOLDERS**

Each Unitholder will receive from the Manager or the Administrator or from the Unitholder's Registered Dealer, as the case may be, an annual statement showing the Units held and any transactions for the preceding period. Such statements will contain any amounts reinvested for the Unitholder during the preceding period, the number of additional Units purchased or redeemed on behalf of the Unitholder and the Net Asset Value of the Units determined on the Valuation Date immediately preceding the date of the statement.

The Fund intends to make available and, where requested, to deliver audited financial statements to Unitholders or their Registered Dealers, as the case may be, after the end of each fiscal year. The Fund's ability to deliver such audited financial statements will depend, in part, upon its receipt of audited financial statements from the Underlying Fund. Consequently, it is possible that audited annual financial statements of the Fund may be completed later than would otherwise be the case. Furthermore, if the Underlying Fund is unable to complete its annual audit (or if the Underlying Fund issues a qualified audit report), the Fund may be unable to complete its own audit (or the Fund may have to issue a qualified audit report as well). Unitholders are given the option to receive or not receive annual financial statements and have the ability to change their selection at any time by contacting the Manager.

The financial year end of the Fund is December 31 of each year and the tax year end of the Fund is December 31 of each year.

## **MEETINGS OF UNITHOLDERS**

The Fund will not hold regular meetings; however, the Manager may convene a meeting of Unitholders, or a Class of Unitholders, as it considers appropriate or advisable from time to time. The Trustee must also call a meeting of Unitholders or of a Class of Unitholders on the written request of Unitholders holding not less than 40% of the outstanding Units of the Fund (or of a Class with respect to a Class meeting) in accordance with the Declaration of Trust, provided that in the event of a request to call a meeting of Unitholders made by such Unitholders, the Trustee shall not be obliged to call any such meeting until it has been satisfactorily indemnified by such Unitholders against all costs of calling and holding such meeting. Meetings of the Fund may be held at any place in Canada or virtually, in which case such meeting shall be deemed to take place in Toronto, Canada.

Units of a Class shall vote separately as a Class if a Class is affected by any matter requiring the approval of Unitholders in a manner that is different from Units of another Class or if the notice calling the meeting so provides.

Not less than twenty-one (21) calendar days' notice will be given of any meeting of Unitholders. A quorum at any meeting of Unitholders or Class of Unitholders, as the case may be, will consist of two or more Unitholders, or Unitholders of the Class to which the meeting pertains, present in person or by proxy holding at least 20% of the outstanding Units, or Units of the Class to which the meeting pertains, except that for the purposes of passing a special resolution, Unitholders or Unitholders of a Class present in person or by proxy holding at least 33⅓% of the Units, or Units of the Class to which the meeting pertains, outstanding and entitled to vote thereon must be present. If no quorum is present at such meeting when called, the meeting will be adjourned by the Manager to a date and time not more than ten (10) calendar days later, selected by the Manager, and at the adjourned meeting the Unitholders then present in person or represented by proxy will form the necessary quorum, if notice of the adjourned meeting is given.

Any consent of Unitholders under the Declaration of Trust must be given by the requisite number to obtain approval of the matter addressed of the Units or Units of a Class, as applicable, represented and voted at a meeting or by written resolution.

## **AMENDMENTS TO THE DECLARATION OF TRUST**

Subject to the below exceptions, any provision of the Declaration of Trust may be amended by the Manager (except in the circumstances set out below), with the approval of the Trustee, without any prior notice to, or approval of, Unitholders if the amendment is not reasonably expected to materially adversely affect the interests of the Unitholders, is intended to ensure compliance with applicable laws, regulations, or policies, is intended to provide additional protection to Unitholders or enhance the rights of Unitholders, is intended to remove conflicts or inconsistencies or correct typographical, clerical, or other errors, is intended to maintain the Fund's status as a "mutual fund trust" for purposes of the Tax Act, is intended to facilitate the administration of the Fund, is to create one or more new Class or Classes or one or more new Series of additional Units and to make consequential amendments related thereto, or is

intended to respond to amendments to the Tax Act, or the interpretation or administration thereof, which might otherwise adversely affect the interests of the Fund or Unitholders, provided that Unitholders are given notice of the amendments as soon as reasonably possible following the effective date of the amendments.

In addition, subject to the below exceptions, any provision of the Declaration of Trust may be amended by the Manager, with the approval of the Trustee, upon notice to Unitholders, but no such amendment may be made to the terms applicable to Classes or Series of Units under the Declaration of Trust that would materially adversely affect the interest of the Unitholders of the Fund as a whole and/or of a Class or Series of the Fund without the approval of not less than 66 2/3% of the votes cast at a meeting of Unitholders of the Fund or of the affected Class or Series, as the case may be. The notice to be provided to Unitholders must be given in writing not less than thirty (30) calendar days in advance of the effective date of the amendment unless the Manager and Trustee agree to an earlier effective date.

Notwithstanding the above, the Declaration of Trust may only be amended, deleted, expanded or varied for any of the following purposes either: (i) with the consent of the holders of 66 2/3% of the votes cast at a meeting of Unitholders; or (ii) provided that Unitholders affected by such change having been given not less than sixty (60) calendar days' prior written notice of the proposed change and the opportunity to redeem all of such Unitholder's Units prior to the effective date of the change:

- (a) changes to the amendment provisions of the Declaration of Trust;
- (b) 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 paid to the Manager;
- (c) the fundamental investment objective of the Fund is changed, which for greater certainty is to provide Unitholders with long-term capital appreciation through exposure to the returns of the Underlying Fund;
- (d) the Fund decreases the frequency of the calculation of the Net Asset Value; or
- (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 of the Fund becoming unitholders in the other fund; and
  - (iii) there is, in the opinion of the Manager, a material difference in the fundamental investment objective of the Fund and the other fund.

A change in the Trustee of the Fund requires the approval by a majority of votes cast at a special meeting of the Unitholders, other than to an affiliate of the Manager or successor to the current Trustee or a registered trust company nominated by the Trustee.

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

No change or amendment to the redemption rights attaching to a Class or Series of Units may be made without the prior written consent of a majority of Unitholders of such Class or Series if such change or amendment will result in the Fund ceasing to qualify as a "mutual fund trust" for purposes of the Tax Act (including changes to the frequency of redemptions, any minimum holding period before which Units may be redeemed, minimum redemption amounts, the implementation of other deductions applicable to redemption proceeds payable, deferral of payment of redemption proceeds, suspension of redemptions, or any other matter that could limit, penalize or impair the redemption of such Units).

#### **CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS**

The following is, as of May 11, 2026, a summary of certain of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Units by a Unitholder who acquires Units pursuant to this Offering Memorandum. This summary is applicable to a Unitholder who is an individual (other than a trust) and who, for the purposes of the Tax Act and at all relevant times, is resident in Canada, deals at arm's length and is

not affiliated with the Fund, is acquiring the Units on his/her own account and not as trustee of a trust, and will hold his/her Units as capital property.

Generally, Units will be considered to be capital property to a holder provided the holder does not hold the Units in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their Units as capital property may, in certain circumstances, be entitled to have their Units, and all other “Canadian securities” owned and subsequently owned by them, treated as capital property by making an irrevocable election under subsection 39(4) of the Tax Act. Unitholders should consult their own tax advisers as to whether an election under subsection 39(4) of the Tax Act is available or advisable in their circumstances.

This summary assumes that no Unitholder has entered or will enter into a “derivative forward agreement”, as that term is defined for the purposes of the Tax Act, with respect to the Units.

This summary assumes that, at all times, any Underlying Fund Shares held by the Fund will be capital property of the Fund for the purposes of the Tax Act. This summary also assumes that the Underlying Fund and the Underlying Master Fund do not, and will not, carry on business in Canada for the purposes of the Tax Act and are not, and will not be, otherwise subject to tax in Canada.

This summary is further based on the assumption that the Fund will not, directly or indirectly, invest in or hold, directly or indirectly, (i) the securities of any non-resident trust that is not an “exempt foreign trust” as defined in section 94 of the Tax Act, (ii) securities of a non-resident entity that would require the Fund (or any Unitholder) to include an amount in income under section 94.2 of the Tax Act, or (iii) securities of any entity that would constitute or be deemed to constitute a “controlled foreign affiliate” of the Fund (or any Unitholder) for the purposes of the Tax Act.

This summary is based on the assumption that the Fund will at no time be a “SIFT trust” as defined in the rules in the Tax Act relating to SIFT trusts. This, in turn, is based on the assumption that the Units will at no time be listed or traded on a stock exchange or other public market. For the purpose of such rules, the redemption rights set out in the Declaration of Trust do not result in the Units being considered to be traded on a public market.

This summary assumes that the Fund at no time will (i) be a “financial institution” of the purposes of certain mark-to-market rules in the Tax Act, or (ii) earn any “designated income” for the purposes of Part XII.2 of the Tax Act. This summary also assumes that Units of the Fund will not be a “tax shelter investment” for the purposes of the Tax Act and the Fund will comply with its investment restrictions at all times.

This summary is based on the facts set out in this Offering Memorandum, the current provisions of the Tax Act as at May 11, 2026, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to May 11, 2026 (the “**Tax Proposals**”), and an understanding of the current published administrative policies and assessing practices of the CRA. Other than the Tax Proposals, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account other federal or any provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein. There can be no assurance that the Tax Proposals will be enacted in the form publicly announced or at all.

**This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units and does not describe the income tax consequences relating to the deductibility of interest on money borrowed to acquire Units. The income and other tax consequences of acquiring, holding or disposing of Units will vary depending on an investor’s particular circumstances, including the province or territory in which the investor resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be legal or tax advice to any investor. Investors should consult their own tax advisers for advice with respect to the income tax consequences of an investment in Units, based on their particular circumstances.**

References to “income” or “loss” in this summary mean income or loss as determined for the purposes of the Tax Act.

#### **Status of the Fund**

This summary is based on the assumption that the Fund will qualify, and will continue to qualify at all times, as a “mutual fund trust” within the meaning of the Tax Act.

To qualify as a mutual fund trust, (i) the Fund must be a Canadian-resident “unit trust” for purposes of the Tax Act, (ii) the only undertaking of the Fund must be (a) the investing of its funds in property (other than real property or interests in real property or immovables or real rights in immovables), (b) the acquiring, holding, maintaining, improving, leasing or managing of any real property (or interest in real property) or of any immovable (or real right in immovables) that is capital property of the Fund, or (c) any combination of the activities described in (a) and (b), and (iii) the Fund must comply with certain minimum requirements respecting the ownership and dispersal of Units.

To qualify as a “unit trust” for the purposes of the Tax Act: (i) the interest of each beneficiary of the Fund must be described by reference to units of the Fund; (ii) issued units of the Fund must have conditions attached thereto that include conditions requiring the Fund to accept, at the demand of the holder thereof and at prices determined and payable in accordance with the conditions, the surrender of the units, or fractions or parts thereof, that are fully paid (such units being “**Specified Units**”); and (iii) the fair market value of the Specified Units must be not less than 95% of the fair market value of all of the issued units of the Fund (such fair market values being determined without regard to any voting rights attaching to units of the Fund). The Manager intends to take the position that the Fund will meet the requirements necessary for it to qualify as a unit trust at all times and, to the extent permitted by the Tax Act, the Manager intends that the Fund will elect to be deemed to be a mutual fund trust from the date it was established.

An additional condition to qualify as a “mutual fund trust” for the purposes of the Tax Act is that the Fund may not be established or maintained primarily for the benefit of non-resident persons unless, at all times, substantially all of its property consists of property other than “taxable Canadian property” within the meaning of the Tax Act (if the definition of such term were read without reference to paragraph (b) of that definition).

If the Fund were not to qualify or continue to qualify as a “mutual fund trust” at all times, the income tax considerations described below would in some respects be materially and adversely different.

### **Taxation of the Fund**

The Fund will be subject to tax in each taxation year under Part I of the Tax Act on the amount of its income for the year, including dividends received from the Underlying Fund, interest accrued on the indebtedness held by the Fund (except to the extent included in computing income for a previous taxation year) and net realized taxable capital gains from dispositions (or deemed dispositions) of capital property, less the portion thereof that it claims in respect of amounts paid or payable to Unitholders (whether in cash or in Units) in the year. An amount will be considered to be payable to a Unitholder in a taxation year if it is paid in the year by the Fund or the Unitholder is entitled in that year to enforce payment of the amount. The Fund intends to make sufficient distributions in each year of its net income and net capital gains for tax purposes, thereby permitting the Fund to deduct sufficient amounts so that the Fund will generally not be liable in such year for non-refundable income tax under Part I of the Tax Act.

Distributions received by the Fund from the Underlying Fund will generally be required to be included in the computation of the income of the Fund even if such amounts are re-invested to acquire additional Underlying Fund Shares

The Fund’s share of any foreign accrual property income (“**FAPI**”) of the Underlying Fund and of any entities not resident in Canada that are controlled by the Underlying Fund will be included in computing the Fund’s income if the Underlying Fund is a “controlled foreign affiliate” (as defined for the purposes of the Tax Act) of the Fund. The FAPI of such corporations generally includes, among other things, their income from (or income that is deemed to be from) property (other than dividends and certain other amounts received from other foreign affiliates and certain other persons) including income from an “investment business” (as defined in the Tax Act), income from (or income that is deemed to be from) businesses other than active businesses and from “non-qualifying businesses” (as defined in the Tax Act), and certain taxable capital gains. The Manager does not currently expect the Underlying Fund to be a “controlled foreign affiliate” of the Fund, but there can be no assurances in this regard.

The Fund will generally be entitled for each taxation year throughout which it is a mutual fund trust for purposes of the Tax Act to reduce (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 (the “**Capital Gains Refund**”). The Capital Gains Refund in a particular taxation year may not completely offset the tax liability of the Fund for such taxation year that may arise upon the disposition of Underlying Fund Shares in connection with the redemption of Units.

A disposition (including a redemption) or deemed disposition of a Underlying Fund Share will generally give rise to a capital gain (or a capital loss) for purposes of the Tax Act to the extent that the Fund’s proceeds of disposition exceed

(or are less than) the total of the Fund's adjusted cost base of the Underlying Fund Shares and reasonable costs of disposition.

If it is expected that the Fund's property will include securities that are not denominated in Canadian dollars. The cost and proceeds of disposition of securities, dividends and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars at the exchange rate prevailing at the time of the transaction, as more particularly determined in accordance with section 261 of the Tax Act. Accordingly, the Fund may realize gains or losses by virtue of the fluctuation in the value of foreign currencies relative to Canadian dollars.

One-half of the amount of any capital gain (a "**taxable capital gain**") realized by the Fund in a taxation year must be included in computing the Fund's income for the year, and one-half of the amount of any capital loss (an "**allowable capital loss**") realized by the Fund in a taxation year may be deducted against any taxable capital gains realized by the Fund in the year. Any excess of allowable capital losses over taxable capital gains for a taxation year may be deducted against taxable capital gains realized by the Fund in any of the three preceding taxation years or in any subsequent taxation year to the extent and under the circumstances described in the Tax Act.

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income and such other expenses as permitted by the Tax Act. The Fund may generally deduct the costs and expenses of the Offering paid by the Fund and not reimbursed at a rate of 20% per year, pro-rated where the Fund's taxation year is less than three hundred sixty-five (365) calendar days. Any losses incurred by the Fund may not be allocated to Unitholders but may generally be carried forward and back and deducted in computing the taxable income of the Fund in accordance with the detailed rules and limitations in the Tax Act.

The Tax Act contains rules which may require a taxpayer, including the Fund, to include in income in each taxation year an amount in respect of the holding of an "offshore investment fund property" ("**OIFP**"). The OIFP rules could apply to the Fund in respect of the acquisition and holding of the Underlying Fund Shares if: (a) the value of such Underlying Fund Shares may reasonably be considered to be derived, directly or indirectly, primarily from portfolio investments in (i) shares of the capital stock of one or more corporations, (ii) indebtedness or annuities, (iii) interests in one or more corporations, trusts, partnerships, organizations, funds or entities, (iv) commodities, (v) real estate, (vi) Canadian or foreign resource properties, (vii) currency of a country other than Canada, (viii) rights or options to acquire or dispose of any of the foregoing, or (ix) any combination of the foregoing ("**Investment Assets**"); and (b) it may reasonably be concluded, having regard to all the circumstances, that one of the main reasons for the Fund acquiring, holding or having an interest in the Underlying Fund Shares was to derive a benefit from portfolio investments in any Investment Assets in such a manner that the taxes, if any, on the income, profits and gains from such assets for any particular year are significantly less than the tax that would have been applicable under Part I of the Tax Act if the income, profits and gains had been earned directly by the Fund.

If the Underlying Fund Shares constitute OIFP, the OIFP rules would generally require the Fund to include in its income for each taxation year in which the Fund owns Underlying Fund Shares the amount, if any, by which (i) an imputed return from the taxation year computed on a monthly basis and calculated as the product obtained when the Fund's "designated cost" (within the meaning of the Tax Act) of such shares at the end of a month, is multiplied by 1/12th of the sum of the applicable prescribed rate plus two percent, exceeds (ii) the Fund's income for the year (other than a capital gain) in respect of such shares determined without reference to these rules. The prescribed rate for this purpose is a quarterly rate based on the average equivalent yield of Government of Canada 90-day treasury bills sold during the first month of the immediately preceding quarter. Any amount required to be included in computing the Fund's income in respect of the Underlying Fund Shares if they were characterized as OIFP of the Fund would be added to the adjusted cost base to the Fund of the Underlying Fund Shares.

The Fund may be subject to the loss restriction rules contained in the Tax Act unless the Fund qualifies as an "investment fund" as defined in the Tax Act, which, among other things, requires that certain investment diversification restrictions are met, and that Unitholders hold only fixed (and not discretionary) interests in the Fund. If the Fund experiences a "loss restriction event" (i) the Fund will be deemed to have a year-end for tax purposes (which would result in an allocation of the Fund's net income and net realized capital gains at such time to Unitholders so that the Fund is not liable for income tax under Part I of the Tax Act on such amounts), and (ii) the Fund will be deemed to realize any unrealized capital losses and its ability to carry forward such losses will be restricted. Generally, the Fund will have a loss restriction event when a person becomes a "majority-interest beneficiary" of the Fund or a group of persons becomes a "majority-interest group of beneficiaries" of the Fund, as those terms are defined in the Tax Act.

The Fund may be subject to the “suspended loss” rules contained in the Tax Act, which would generally apply where the Fund disposes of property, including Underlying Fund Shares, and subsequently reacquires the property or acquires an identical property within the time period that begins thirty (30) calendar days before the disposition and ends thirty (30) calendar days following the disposition, and the Fund continues to own the reacquired or newly-acquired property following that period. Where the “suspended loss” rules apply, any losses arising from the initial disposition of property would be denied, but may be realized at a future point in time in accordance with the rules in the Tax Act.

The Fund may be subject to the “straddle loss” rules contained in the Tax Act, which generally defer the realization of any loss on the disposition of a “position” to the extent of any unrealized gain on an offsetting “position”. For the purposes of these rules, a “position” held by the Fund includes any interest in actively traded personal properties such as commodities, derivatives, and certain debt obligations. An offsetting “position” is any similar interest that has the effect of eliminating all or substantially all of the Fund’s risk of loss and opportunity for gain in respect of the underlying “position”. These rules are subject to various exceptions set out in the Tax Act.

The Fund may be subject to alternative minimum tax (“AMT”) in any taxation year throughout which the Fund is not a “mutual fund trust” for purposes of the Tax Act.

### **Taxation of Unitholders**

A Unitholder will generally be required to include in computing income for a taxation year the amount of the Fund’s net income for the taxation year, including net realized taxable capital gains, paid or payable to the Unitholder (whether in cash or in Units) in the taxation year, including any portions of amounts paid on redemption treated as distributions of gains by the Fund. The non-taxable portion of the Fund’s net realized capital gains paid or payable to a Unitholder in a taxation year will not be included in the Unitholder’s income for the year. Any other amount in excess of the Fund’s net income for a taxation year paid or payable to the Unitholder in the year will not generally be included in the Unitholder’s income. Such amount, however, will generally reduce the adjusted cost base of the Unitholder’s Units. To the extent that the adjusted cost base of a Unit would otherwise 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 will be increased by the amount of such deemed capital gain. Any losses of the Fund for purposes of the Tax Act cannot be allocated to, and cannot be treated as a loss of, a Unitholder.

Provided that appropriate designations are made by the Fund, such portion of the net realized taxable capital gains of the Fund and the taxable dividends, if any, received or deemed to be received by the Fund on shares of taxable Canadian corporations as is paid or payable to a Unitholder will effectively retain its character and be treated as such in the hands of the Unitholder for purposes of the Tax Act. Amounts designated as taxable dividends from taxable Canadian corporations will be subject to the gross-up and dividend tax credit rules in the Tax Act.

The Fund may be subject to foreign tax by virtue of its investment in the Underlying Fund. To the extent foreign tax paid by, or attributable to, the Fund exceeds 15% of the amount included in the Fund’s income from an investment, such excess may generally be deducted by the Fund in computing its income for purposes of the Tax Act. To the extent that such foreign tax paid does not exceed 15% of such foreign source income and has not been deducted in computing the Fund’s income, the Fund may designate a portion of its foreign source income in respect of a Unitholder so that such income and a portion of the foreign tax paid by the Fund may be regarded as foreign source income of, and foreign tax paid by, the Unitholder for the purposes of the foreign tax credit provisions of the Tax Act.

Under the Tax Act, the Fund is permitted to deduct in computing its income for a taxation year an amount that is less than the amount of its distributions for the year. This will enable the Fund to utilize, in a taxation year, losses from prior years. The amount distributed to a Unitholder but not deducted by the Fund will not be included in the Unitholder’s income. However, the adjusted cost base of the Unitholder’s Units will be reduced by such amount (other than the non-taxable portion of the Fund’s net realized capital gains paid or payable to the Unitholders, the taxable portion of which was designated to the Unitholder in a year).

On the disposition or deemed disposition of a Unit, including on a redemption, the Unitholder will realize a capital gain (or capital loss) to the extent that the Unitholder’s proceeds of disposition (other than any amount payable by the Fund which represents an amount that is otherwise required to be included in the Unitholder’s income as described above) exceed (or are less than) the aggregate of the adjusted cost base of the Unit and any reasonable costs of disposition. For the purpose of determining the adjusted cost base of Units to a Unitholder, when Units are acquired, the cost of the newly acquired Units will be averaged with the adjusted cost base of all identical Units owned by the

Unitholder as capital property immediately before that time. The cost of Units acquired as a distribution of income or capital gains will generally be equal to the amount of the distribution. A consolidation of Units following a distribution paid in the form of additional Units will not be regarded as a disposition of Units and will not affect the aggregate adjusted cost base to a Unitholder of Units.

For Unitholders who hold Units denominated in U.S. dollars, the cost and proceeds of disposition of Units, distributions and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars at the exchange rate prevailing at the time of the transaction, as more particularly determined in accordance with section 261 of the Tax Act. Accordingly, such Unitholders may realize gains or losses by virtue of the fluctuation in the value of U.S. dollars relative to Canadian dollars.

One-half of any capital gain realized on the disposition of Units will be included in the Unitholder's income and one-half of any capital loss realized may be deducted from taxable capital gains in accordance with the provisions of the Tax Act. In general terms, taxable capital gains realized on the disposition of Units as well as net income of the Fund paid or payable to the Unitholder that is designated as net realized taxable capital gains or as taxable dividends from taxable Canadian corporations may increase the Unitholder's liability for AMT.

AMT is payable by individuals (including certain trusts) on their "adjusted taxable income". In general, "adjusted taxable income" is computed by revising the ordinary income determination by adding back certain deductions otherwise permitted under the Tax Act. Any increases in the "adjusted taxable income" of a Unitholder and any capital gain realized by an individual on the disposition of a Unit may give rise to an increased liability for AMT.

A Unitholder may be subject to AMT in a taxation year notwithstanding that such Unitholder would not otherwise be subject to additional tax under the ordinary income tax rules in the Tax Act. **Unitholders are advised to consult with their tax advisers to determine the AMT implications of investing in Units.**

The Class Net Asset Value per Unit will reflect any income and gains of the Fund that have accrued or have been realized but have not been made payable at the time the Units are acquired. Accordingly, a Unitholder who acquires Units may become taxable on the Unitholder's share of income and gains of the Fund that accrued before the Units were acquired, notwithstanding that such amounts will have been reflected in the price paid by the Unitholder for the Units.

Based on the current published administrative positions of the CRA a redesignation of Units denominated in U.S. dollars into Units denominated in Canadian dollars, and vice versa, will likely be considered to constitute a disposition of such Units for the purposes of the Tax Act. Unitholders should consult with their own tax advisers in this regard.

### **Taxation of Registered Plans**

Amounts of income and capital gains in respect of Units included in the income of a trust governed by a tax-free savings account ("TFSA"), a first home savings account ("FHSA"), a registered retirement savings plan ("RRSP"), a registered retirement income fund ("RRIF"), a deferred profit sharing plan ("DPSP"), a registered education savings plan ("RESP"), or a registered disability savings plan ("RDSP") (each, a "Plan") are generally not taxable under Part I of the Tax Act, provided that the Units are "qualified investments" for the Plan. See "Eligibility for Investment". Unitholders should consult their own advisers regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a Plan.

Notwithstanding the foregoing, if the Units are "prohibited investments" for an RRSP, RRIF, TFSA, FHSA, RDSP or an RESP (each a "**Registered Plan**"), the holder of the TFSA, FHSA or RDSP or the annuitant of the RRSP or RRIF or the subscriber of the RESP, as the case may be, will be subject to a penalty tax as set out in the Tax Act. A Unit will generally be a "prohibited investment" for a Registered Plan if the "controlling individual" (the holder of a TFSA, FHSA or RDSP or the annuitant of an RRSP or RRIF or the subscriber of an RESP) (i) does not deal at "arm's length" with the Fund (for purposes of the Tax Act), or (ii) has a "significant interest" in the Fund (within the meaning of the Tax Act). A controlling individual will generally have a significant interest in a trust if he or she, either alone or together with one or more persons with whom he or she does not deal at arm's length, holds interests representing 10% or more of the fair market value of all interests in the trust. A Unit will generally not be a "prohibited investment" if the Unit is "excluded property" for Registered Plans.

Controlling individuals of Registered Plans should consult with their own tax advisers regarding the "prohibited investment" rules based on their own particular circumstances.

## **International Tax Reporting**

Part XIX of the Tax Act implements the Organisation for Economic Co-operation and Development Common Reporting Standard. Pursuant to Part XIX of the Tax Act, “Canadian financial institutions” that are not “non-reporting financial institutions” (as both terms are defined in Part XIX of the Tax Act) are required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the “controlling persons” of which are resident in a foreign country and to report required information to the CRA. Such information is expected to be exchanged on a reciprocal, bilateral basis with the tax authorities of the foreign country in which the account holders or such controlling persons are resident, pursuant to the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty. Pursuant to Part XIX of the Tax Act, Unitholders are required to provide certain information regarding their investment in the Fund for the purpose of such information exchange, unless the investment is held within certain Plans.

## **U.S. Foreign Account Tax Compliance Act**

The U.S. Foreign Account Tax Compliance Act (“**FATCA**”) imposes certain reporting requirements on non-U.S. financial institutions. The governments of Canada and the United States have entered into an Intergovernmental Agreement (the “**IGA**”), which establishes a framework for cooperation and information sharing between the two countries and may provide relief from a 30% U.S. withholding tax under FATCA (“**FATCA Tax**”) for Canadian entities, such as the Fund, provided that (i) the Fund complies with the terms of the IGA and the Canadian legislation implementing the IGA in Part XVIII of the Tax Act, and (ii) the government of Canada complies with the terms of the IGA. The Fund will endeavour to comply with the requirements imposed under the IGA and Part XVIII of the Tax Act. Under Part XVIII of the Tax Act, Unitholders are required to provide identity and residency and other information to the Fund (and may be subject to penalties for failing to do so), which, in the case of “Specified U.S. Persons” or certain non-U.S. entities controlled by “Specified U.S. Persons”, will be provided, along with certain financial information (for example, account balances), by the Fund to the CRA and from the CRA to the U.S. Internal Revenue Service (the “**IRS**”). The Fund may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or Part XVIII of the Tax Act, or if the Canadian government is not in compliance with the IGA and if the Fund is otherwise unable to comply with any relevant and applicable U.S. legislation. Any such FATCA Tax in respect of the Fund would reduce the Fund’s distributable cash flow and net asset value.

## **ELIGIBILITY FOR INVESTMENT**

Provided that the Fund qualifies and continues to qualify at all times as a “mutual fund trust” within the meaning of the Tax Act, the Units will be “qualified investments” under the Tax Act for a trust governed by a Plan.

## **RISK FACTORS**

An investment in the Fund involves significant risks. An investment in Units should only be made after consulting with independent and qualified sources of investment and tax advice. An investment in the Fund is speculative and is not intended as a complete investment program. Only investors who can reasonably afford the risk of loss of their entire investment should consider the purchase of Units. **The following does not purport to be a complete summary of all the risks associated with an investment in the Fund.**

### **Certain Risk Factors Applicable to the Fund**

#### *Reliance on Manager*

The Fund will be relying on the ability of the Manager to manage the Fund. The Manager will make the actual trading decisions upon which the success of the Fund will depend significantly. No assurance can be given that the trading approaches utilized by the Manager will prove successful. There can be no assurance that satisfactory replacements for the Manager will be available, if the Manager ceases to act as such. Termination of the Manager may expose investors to the risks involved in whatever new investment management arrangements can be made.

### *Dependence of Manager on Key Personnel*

The Manager will depend, to a great extent, on the services of a limited number of individuals in the administration of the Fund's activities. The loss of such individuals for any reason could impair the ability of the Manager to perform its management activities on behalf of the Fund. In the event of the loss of the services of a key person of the Manager, the business of the Fund may be adversely affected.

### *Liquidity, Marketability, and Transferability of Units*

An investment in the Fund provides limited liquidity. There is no market for the Units and their resale, transfer and redemption are subject to restrictions imposed pursuant to the Declaration of Trust, including consent by the Manager, and applicable securities legislation. Consequently, holders of Units may not be able to liquidate their investment in a timely manner and the Units may not be readily accepted as collateral for a loan. In certain circumstances, the Manager may suspend or postpone redemption rights. See "Redemption of Units". As a result, an investment in the Units is suitable only for sophisticated investors who do not require liquidity for their investment and are able to bear the financial risk of the investment for an extended period of time.

### *Nature of Units*

The Units are neither fixed income nor equity securities. An investment in Units does not constitute an investment by Unitholders in the securities included in the portfolio of the Fund. Unitholders will not own the securities held by the Fund by virtue of owning units of the Fund. Units are dissimilar to debt instruments in that there is no principal amount owing to Unitholders. Unitholders will not have the statutory rights normally associated with ownership of shares of a corporation including, for example the right to bring "oppression" or "derivative" actions.

### *Limited Ability to Liquidate Investment*

There is no market for the Units and one is not expected to develop. Accordingly, it is possible that Unitholders may not be able to dispose of their Units other than by way of redemption at the end of any month, in accordance with and subject to the Declaration of Trust. This Offering of Units is not qualified by way of prospectus, and consequently, the resale of Units is subject to restrictions under applicable securities laws. Unitholders are advised to seek legal advice prior to any resale of the Units.

### *Possible Effect of Redemptions*

Substantial redemptions of Units could require the Fund to submit a redemption of Underlying Fund Shares in which it invests. The Underlying Fund may impose limits on the number of Underlying Fund Shares they are willing to redeem in any given month. If the Underlying Fund does not accept redemption requests from the Fund sufficient to satisfy redemption requests from Unitholders, the Fund will be required to satisfy such redemption requests either by borrowing money or making in-kind distributions and/or may suspend or postpone redemption requests. Such factors could adversely affect the value of the Units redeemed and of the Units remaining outstanding. See "Redemption of Units".

### *Taxation of the Fund*

If the Fund does not qualify, or ceases to qualify, as a "mutual fund trust" or a "unit trust" under the Tax Act, the income tax considerations described under the heading "Certain Canadian Federal Income Tax Considerations" would be materially and adversely different in certain respects, including but not limited to, that the Units may not be "qualified investments" for Plans. If the CRA were to contest the characterization of the Fund as a "mutual fund trust" or a "unit trust" for the purposes of the Tax Act, or the Underlying Fund as a corporation for the purposes of the Tax Act, both the Fund and the Unitholders could be adversely affected. There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts will not be changed in a manner which adversely affects the Unitholders.

The Fund may be subject to the loss restriction rules contained in the Tax Act unless the Fund qualifies as an "investment fund" as defined in the Tax Act, which, among other things, requires that certain investment diversification restrictions are met, and that Unitholders hold only fixed (and not discretionary) interests in the Fund. If the Fund experiences a "loss restriction" event (i) the Fund will be deemed to have a year-end for tax purposes

(which would result in an allocation of the Fund's net income and net realized capital gains at such time to Unitholders so that the Fund is not liable for income tax under Part I of the Tax Act on such amounts), and (ii) the Fund will be deemed to realize any unrealized capital losses and its ability to carry forward such losses will be restricted. Generally, the Fund will have a loss restriction event when a person becomes a "majority-interest beneficiary" of the Fund or a group of persons becomes a "majority-interest group of beneficiaries" of the Fund, as those terms are defined in the Tax Act.

Certain provisions of the Tax Act, if applicable, could limit the ability of the Fund to deduct the full amount of its interest and financing expenses when computing its taxable income.

When computing its taxable income, the Fund will be required to take positions on the characterization of property held by the Fund for the purposes of the Tax Act. There can be no assurance that the CRA will agree with the tax filing positions taken by the Fund. If the Fund were to take the position that shares or interests in a non-resident entity, including Underlying Fund Shares, do not constitute OIFP under the applicable factual circumstances and the CRA were to successfully contest such characterization, Unitholders and/or the Fund may be subject to materially increased liabilities for taxes, interest and penalties in respect of current and past taxation years.

#### *Taxation of the Underlying Fund and the Underlying Master Fund*

The Underlying Fund and the Underlying Master Fund intend to conduct their affairs such that they will not be, or be deemed to be, resident in, or engaged in a trade or business in, any country other than the Cayman Islands for taxation purposes. If the Underlying Fund or the Underlying Master Fund were, or were deemed to be, resident in, or if any of its activities were, or were deemed, to constitute a trade or business in, a country other than the Cayman Islands, then that country's taxes may apply, and may adversely affect the return to Unitholders by reducing amounts available to be paid to the Fund in respect of its investment in the Underlying Fund, which could thereby reduce the value of the shares of the Fund.

#### *Foreign Tax Reporting*

Unitholders of the Fund may be required to provide identity and residency information to the Fund, which may be provided by the Fund to the IRS, in order to avoid the FATCA Tax being imposed on certain U.S. source income and on sale proceeds received by the Fund. In certain circumstances, the Fund may be required to withhold a 30% tax from distributions it pays to Unitholders who have not provided the required information.

However, the governments of Canada and the United States have entered into the IGA, which establishes a framework for cooperation and information sharing between the two countries and may provide relief from FATCA Tax provided that (i) the Fund complies with the terms of the IGA and the Canadian legislation implementing the IGA (the "**Canadian IGA Legislation**"), and (ii) the government of Canada complies with the terms of the IGA. The Fund will endeavour to comply with the requirements imposed under the IGA and the Canadian IGA Legislation. Accordingly, Unitholders may be required to provide identity, residency and other information, which (in the case of specified U.S. persons or specified U.S.-owned non-U.S. persons) will be provided to the CRA and from the CRA to the IRS. However, the Fund may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or the Canadian IGA Legislation or if the Canadian government is not in compliance with the IGA and if the Fund is otherwise unable to comply with the relevant US legislation. Any such tax would reduce the Fund's distributable cash flow and Net Asset Value.

In addition, in accordance with Part XIX of the Tax Act, the Manager or the Fund are required to identify and report to the CRA certain information relating to Unitholders who are resident in certain specified countries other than Canada.

#### *Income*

An investment in the Fund may not be suitable for prospective Unitholders seeking cash distributions from such investment, as the Fund does not plan to make regular distributions.

#### *Risk of Achieving Investment Objectives or Change in Investment Objectives or Strategies*

The Manager may alter its strategy without prior approval by the Unitholders if the Manager determines that such change in strategy is consistent with the Fund's investment objective and in the best interest of Unitholders. There is no guarantee that such a change in investment strategy will be profitable or will not cause losses for Unitholders.

### *Not a Trust Company*

The Fund is not a trust company and, accordingly, is not registered under the trust company legislation of any jurisdiction. Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under provisions of that statute or any other legislation.

### *Custody Risk*

Neither the Fund nor the Underlying Fund control the custodianship of all of its securities. The Fund’s and the Underlying Fund’s assets will be held in one or more accounts maintained for the Fund and the Underlying Fund by the respective custodians, prime broker or at other brokers. Special risks exist where the assets of the Fund and the Underlying Fund, are held by a prime broker rather than through a conventional custodial arrangement with a bank or trust company. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a custodian or any sub-custodians, agents or affiliates, it is impossible to generalize about the effect of their insolvency on the Fund or the Underlying Fund and their respective assets. Investors should assume that the insolvency of any of the custodian or such other service providers would result in the loss of all or a substantial portion of the Fund’s or the Underlying Fund’s assets held by or through such custodian and/or the delay in the payment of withdrawal proceeds. In the event that the custodian experiences severe financial difficulty, the assets of the Fund or the Underlying Fund could be frozen and inaccessible for withdrawal for an extended period of time while the custodian’s business is liquidated, resulting in a potential loss to the Fund’s or the Underlying Fund’s investments.

### *Fluctuations in NAV and Valuation of the Fund's investments*

The Net Asset Value and Net Asset Value for each Class or Series of Units of the Fund will vary according to, among other things, the value of the investments held by the Fund. The Manager and the Fund have no control over the factors that affect the value of the investments held by the Fund, including factors that affect the equity and debt markets generally, such as general economic and political conditions, fluctuations in interest rates and factors unique to each issuer included in the Fund’s portfolio, such as changes in management, changes in strategic direction, achievement of strategic goals, mergers, acquisitions and divestitures, changes in distribution and dividend policies and other events. Valuation of the Fund’s securities and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value of the Fund could be adversely affected. Independent pricing information may not at times be available regarding certain of the Fund’s securities and other investments. Valuation determinations will be made in good faith in accordance with the Declaration of Trust.

### *Foreign Investment Risk*

To the extent that the Fund invests in the Underlying Fund Shares, it will be affected by world economic factors and in many cases by the value of the Canadian dollars and U.S. 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 climate may differ, affecting stability and volatility in foreign markets. As a result, the Fund’s value may fluctuate to a greater degree by investing in foreign equities, than if the Fund limited its investments to Canadian investments.

### *Hedging*

Various hedging techniques may be used in an attempt to reduce certain risks, including but not limited to currency risks associated with investments denominated in foreign currencies. Although a hedge is intended to reduce risk, it does not eliminate risk entirely. A hedging strategy may not be effective. Recalculations and adjustments to specific position hedges will be performed as market conditions warrant. However, such position hedges entail risks of their own. Unanticipated changes in currency exchange rates may result in an overall poorer performance than if currency risks had not been hedged. If market conditions are analyzed incorrectly or a risk reduction strategy is employed that does not correlate well with the Underlying Fund’s investments, risk reduction techniques could result in a loss, regardless of whether the intent was to reduce risk or increase return. Furthermore, a hedge can result in a loss in the case of an extraordinary event.

### *Restrictions on Transfer and Resale*

The Units of the Fund may not be sold or transferred in any manner (including by pledge or as security) without the prior written consent of the Manager. Before granting such consent, the Manager would require, at a minimum, that the proposed purchaser execute a subscription agreement substantially in the form that the proposed seller executed in connection with his purchase of Units (or such other agreement as the Manager may approve) and represent to the Manager's satisfaction that, among other things, such proposed sale or transfer is permitted by the Declaration of Trust and all applicable securities laws. Without limiting the power of the Manager to withhold such consent, the Manager may withhold consent if the transfer may result in adverse tax consequences to the Fund or other Unitholders. For Units proposed to be held by a nominee, the required representations must be made by the beneficial owner of the Units and accompanied by a statement from the nominee that the nominee is acting solely in the capacity of nominee for such beneficial owner. The Manager may modify or waive the requirement for these representations in certain limited instances. Resale of the participating shares is also restricted under applicable securities laws.

### *No Opportunity for Unitholders to evaluate the Underlying Investment Manager*

The Unitholders have no opportunity to select or evaluate any of the Underlying Fund's investments or strategies. The Underlying Investment Manager selects all fund investments of the Underlying Fund and strategies to which the Unitholders obtain exposure through the Underlying Fund Shares. The likelihood that Unitholders will realize income or gain depends on the skill and expertise of the Underlying Investment Manager of the Underlying Fund and its investment personnel.

### *Uncertain Exit Strategies*

Due to the illiquid nature of some of the positions which the Underlying Fund may acquire, the Underlying Investment Manager will be unable to predict with confidence what the exit strategy will ultimately be for any given position, or that one will definitely be available. Exit strategies, which appear to be viable when an investment is initiated, may be precluded by the time the investment is ready to be realized due to economic, legal, political, or other factors.

### *Cybersecurity*

As the use of technology has become more prevalent in the course of business, each of the Manager and the Fund have become potentially more susceptible to operational risks through breaches of cyber security. A breach of cyber security refers to both intentional and unintentional events that may cause the Manager or the Fund to lose proprietary information, suffer data corruption or lose operational capacity. This in turn could cause the Manager or the Fund to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures, and/or financial loss. Cyber security breaches may involve unauthorized access to the Manager's or the Fund's digital information systems (e.g., through "hacking" or malicious software coding) but may also result from outside attacks, such as denial of service attacks (i.e. efforts to make network services unavailable to intended users). In addition, cyber security breaches of the Manager's or the Fund's third party service providers (e.g., administrators and custodians) or issuers that the Underlying Fund invests in can also subject the Manager and the Fund to many of the same risks associated with direct cyber security breaches.

### *In-Kind Distributions*

If the Fund were to make a distribution in-kind to Unitholders, including by way of the distribution of Underlying Fund Shares, the distributed property may not be a "qualified investment" for Plans for the purposes of the Tax Act. Significant taxes and other adverse consequences may arise for Plans that hold property that is not a "qualified investment" for the purposes of the Tax Act.

### *Charges to the Fund and the Underlying Fund*

The Fund and the Underlying Fund will pay certain fees and expenses, which may include management fees, performance fees, legal, accounting, filing, research, and other expenses, regardless of whether such fund realizes profits.

### *Public Health Crises and Other Events Outside the Control of the Fund*

Public health crises, such as epidemics and pandemics, including the coronavirus disease known as “COVID-19” identified in late 2019, acts of terrorism, war or other conflicts, and other events outside of the control of the Fund, the Trustee, the Manager and/or the Underlying Fund Parties may adversely impact the business, financial condition, and results of operations of the Fund and the Underlying Fund. In addition to the direct impact that such events could have on the Fund’s and/or the Underlying Fund’s operations and workforce or the operations and workforce of any manager, adviser, general partner, trustee, or service provider of the foregoing, these types of events could result in volatility and disruption to global supply chains, operations, mobility of people, and the economies and financial markets of many countries, which could affect stability of the financial and stock markets, interest rates, credit ratings, credit risk, inflation, business and financial conditions, operations, and other factors relevant to the Fund, its management and Underlying Fund and the entities in which the Underlying Fund invests. The extent to which COVID-19 may impact the Fund, its management and Underlying Fund, and the entities in which the Underlying Fund invests will depend on future developments, which cannot be predicted. The repercussions of any health crisis could have a material adverse effect on the Fund and the Underlying Fund.

### *Trade Sanctions*

In January 2025, the United States announced a 25% tariff on imports from countries including Canada sparking a North America and possibly global trade war. While the United States, Canada, and other countries have delayed the implementation of certain tariffs and have renewed terms of others, it is likely that the United States and other governments will continue to impose, tariffs and other restrictions on international trade, and that the imposition of broad tariffs, as well as subsequent changes to their scope, timing, and enforcement, may adversely impact the companies in which the Underlying Fund makes investments. Governments of other countries may also adopt additional protectionist measures, including tariffs, trade barriers, or other retaliatory actions, in response to U.S. or other government policies. These measures could limit the ability of the companies in which the Underlying Fund invests to procure goods and services, either directly or indirectly, and may increase costs, disrupt supply chains, or reduce market access.

There is uncertainty as to whether these tariffs, additional tariffs, or retaliatory tariffs will be implemented, which countries will be affected, the scale and duration of such tariffs, the specific goods to which they may apply, and the ultimate impact on supply chains and business costs. Such uncertainty may also adversely impact the performance of the Underlying Fund and its portfolio companies, even if such companies and their products are not directly subject to trade restrictions.

Changes in U.S. trade policies, enforcement of new and existing trade laws, and responses from other countries could, in certain circumstances, impose significant burdens on international trade, the broader financial system, and the economy. Increased global trade restrictions may also result in supply and labour shortages, as well as inflation, further negatively affecting the companies in which the Underlying Fund invests, in addition to the North American and global economies. The financial condition and performance of the Underlying Fund and the Fund could be materially adversely affected by trade rulings, the failure to reach or adopt trade agreements, the imposition of customs duties or other tariffs, or an increase in future trade restrictions.

Further, the potential introduction of protectionist or retaliatory trade policies – including international tariffs, domestic “buy local” policies, sanctions, or other barriers to international commerce – may impact the portfolio companies in which the Underlying Fund invests. These measures may affect their ability to undertake projects, source materials, or operate competitively at economically feasible prices, or even operate at all. Any change to tariffs and/or international trade regulations may have a material adverse effect on global economic conditions and the stability of global financial markets, which could, in turn, materially and adversely impact the Underlying Fund’s and the Fund’s returns.

### *Leverage*

The Fund has the authority to borrow money from time to time and may enter into credit facilities from time to time to pay redemptions and for cash management purposes as described herein. Leverage may be utilized by the Underlying Fund and the amount of leverage may be substantial. Although leverage presents opportunities for increasing total investment return, it also has the effect of potentially increasing losses as well. Any event that adversely affects the value of an investment, either directly or indirectly, by the Fund could be magnified to the extent

that leverage is employed. The cumulative effect of the use of leverage with respect to any investments in a market that moves adversely to such investments could result in a greater loss than if the investments were not levered.

In addition, if the Fund purchases securities on margin and the value of those securities falls, the Fund may be obligated to pay down the margin loans to avoid liquidation of the securities. If such loans are collateralized with portfolio securities that decrease in value, the Fund may be obligated to provide additional collateral to the lender in the form of cash or securities to avoid liquidation of the pledged securities. Any such liquidation could result in substantial losses. Moreover, counterparties of the Fund, in their sole discretion, may change the leverage limits that they extend to the Fund.

#### *Conflicts of Interest*

The Fund and the Manager may be subject to various conflicts of interest as described under “Conflicts of Interest”. The Underlying Fund may be subject to various conflicts of interest as described in the Underlying Fund Documents. If one or more actual or potential conflicts are not identified and appropriately addressed, the Fund may be materially impacted, which impact may be adverse to the Fund and/or Unitholders.

#### *Illiquidity*

There can be no assurance that any of the Fund or the Underlying Fund will be able to dispose of its investments in order to honour requests to redeem Units. There is no assurance that distributions will be paid or that the investments in the Underlying Fund will be profitable. Unitholders have no entitlement to distributions. The Fund may receive distributions from the Fund in cash or in kind, including in marketable securities of portfolio companies or in restricted securities of portfolio companies. Although it is not expected that the Fund will make distributions in kind, the Fund retains the authority to do so. If distributions are made in kind, Unitholders may become subject to adverse tax and other consequences attributable to acquiring, holding, and disposing of certain distributed property and will bear any costs and market risks in respect of any disposition of such property.

#### *Suspension of Trading*

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

#### *Not a Mutual Fund Offered by Prospectus*

The Fund is not a mutual fund offered by prospectus. In addition, the Fund will not invest in a manner similar to the investments made by a mutual fund offered by prospectus. Investors should note that as the Fund is not a mutual fund offered by prospectus, the rules designed to protect investors who purchase securities of a mutual fund offered by prospectus will not apply to the Units.

#### *No Operating History*

Although all persons involved in the management and administration of the Fund, including the service providers to the Fund, have significant experience in their respective fields of specialization, the Fund has a limited operating or performance history upon which prospective investors can evaluate the Fund’s likely performance. Investors should be aware that the past performance by those involved in the investment management of the Fund should not be considered as an indication of future results.

#### *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.

### *Unitholder Liability*

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

### *The Units are not Insured and Insurance Risk*

The Fund is not a member institution of the Canada Deposit Insurance Fund and the Units offered pursuant to this Offering Memorandum are not insured against loss through the Canada Deposit Insurance Fund. The assets of the Fund are not insured by any government or private insurer except to the extent portions may be deposited in bank accounts insured by a government agency such as the Canada Deposit Insurance Corporation or with brokers insured by the Canadian Investor Protection Fund and such deposits and securities are subject to such insurance coverage (which, in any event, is limited in amount). Therefore, in the event of the insolvency of a depository or custodian, the Fund may be unable to recover all of its funds or the value of its securities so deposited.

### *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. The success or failure of the Fund will ultimately depend on the indirect investment of the assets of the Fund by the Manager, with which Unitholders will not have any direct dealings.

### *Possible Negative Impact of Regulation of Alternative Funds*

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

### *Enforcement of Legal Rights*

The Manager, the Trustee, and the Fund, as well as the Manager's and Trustee's directors and officers, are located in Ontario. All or a substantial portion of the assets of the Manager, the Trustee, and the Fund are located in Ontario. As a result, a purchaser of Units may have to commence a legal action in Ontario in order to enforce any legal rights they may have against any of them in the event that such rights cannot be enforced in the purchaser's own province or jurisdiction.

### *Past Performance*

There can be no assurance that either the Fund or the Underlying Fund will achieve their respective investment objectives. Past investment performance of the Underlying Fund or other funds managed by their manager should not be construed as an indication of the future results of an investment in the Underlying Fund.

### *Potential Indemnification Obligations*

Under certain circumstances, the Fund may be subject to significant indemnification obligations in respect of, among others, the Trustee or the Manager or certain parties related to them. The Fund does not carry insurance to cover such potential obligations and the foregoing parties may not be insured for losses for which the Fund has agreed to indemnify them. Any indemnification paid by the Fund would reduce such entity's respective net asset value and, by extension, the value of its securities.

### *Tracking Error*

Although the Fund is expected to invest in the Underlying Fund, its performance will not be identical to the returns achieved by the Underlying Fund. The costs and expenses applicable to an investment in the Fund itself will necessarily result in the Fund underperforming the Underlying Fund. In addition, a variety of other factors may contribute to deviations between the performance of the Fund and the Underlying Fund, including, but not limited to, the size of the Fund's cash reserve that is not invested in the Underlying Fund, the timing of subscriptions and redemptions, and the ability of the Fund to fully invest new subscription proceeds in the Underlying Fund as of the same subscription date. In addition, the Fund will process subscriptions and redemptions, if any, on the basis of valuations provided by the Underlying Fund. There can be no assurance that such valuations will be accurate, and such valuations may be estimates that generally will not be adjusted retroactively when finalized to reflect revised valuations subsequently provided, which may contribute to tracking error. From time to time and over time, there will be tracking error between the performance of the Fund and the performance of the Underlying Fund that could, under certain circumstances, be material.

### *Investments in the Underlying Fund*

In addition to the risks detailed in this Offering Memorandum, because the Fund will invest in and conduct its investment program directly or indirectly through the Underlying Fund, prospective investors should also carefully consider the risks that accompany an investment in the Underlying Fund. For a detailed discussion with regard to risks and conflicts of interest generally applicable to the Underlying Fund, please see risk factors described in this Offering Memorandum and the Underlying Fund Documents. The risks and conflicts of interest described in the Underlying Fund Documents with respect to the Underlying Fund and an investment therein apply generally to the Fund and the Units. The returns of the Fund will depend almost entirely on the performance of its investments in the Underlying Fund and there can be no assurance that the Underlying Fund will be able to implement their respective investment objectives and strategies. Certain ongoing operating expenses of the Fund, which will be in addition to those expenses borne by the Fund as an investor in the Underlying Fund (e.g., organizational expenses, investment expenses, operating expenses, and other expenses and liabilities borne by investors), generally will be borne by the Fund and the Unitholders with a corresponding impact on the returns to the Unitholders. Such additional expenses of the Fund will reduce the Fund's performance relative to the Underlying Fund. Although the Fund will be an investor in the Underlying Fund, investors in the Fund will not themselves be investors of the Underlying Fund, and will not be entitled to enforce any rights directly against the Underlying Fund or assert claims directly against the Underlying Fund or any Underlying Fund Party. An investor in the Fund will have only those rights provided for in the Declaration of Trust. Neither the Trustee nor the Manager takes any part in the management of the Underlying Fund or has any control whatsoever over its strategies or policies. If a corporate action is approved by the shareholders of the Underlying Fund that is adverse to the Fund's interests, the Fund may not achieve its investment objective and/or may suffer losses and incur opportunity costs, which may adversely affect the Fund and investors. The Fund is subject to the risk of bad judgment, negligence, or misconduct of the entities responsible for the management and operation of the Underlying Fund. The terms of the Underlying Fund are subject to change. There can be no assurances that the Underlying Fund will not amend its applicable governing documents. The Fund may invest in the Underlying Fund on terms different than other investors in the Underlying Fund, and such investors may invest in the Underlying Fund pursuant to terms that may be more advantageous than the terms pursuant to which the Fund invests in the Underlying Fund. See "Certain Risk Factors Applicable to the Investment Strategies of the Underlying Fund".

### *Operational Risk*

The Fund is subject to operational risk, including the possibility that errors may be made by the Manager, the Trustee, the Fund's service providers (including third party fund administrators), or any of their respective affiliates in certain transactions, calculations, or valuations on behalf of, or otherwise relating to, the Fund. Unitholders may not be notified of the occurrence of an error or the resolution of any error. Generally, the Manager, the Trustee, the Fund's service providers, and any of their respective affiliates will not be held accountable for such errors, and the Fund may bear losses resulting from such errors.

The Fund's ability to deliver such audited financial statements will depend, in part, upon its receipt of audited financial statements from the Underlying Fund. Consequently, it is possible that audited annual financial statements of the Fund may be completed later than would otherwise be the case. Furthermore, if the Underlying Fund is unable to complete

its annual audit (or if the Underlying Fund issues a qualified audit report), the Fund may be unable to complete its own audit (or the Fund may have to issue a qualified audit report as well).

### **Certain Risk Factors Applicable to the Investment Strategies of the Underlying Fund**

In addition to the risks of investing in the Fund described above and detailed in this Offering Memorandum, the Fund, as an investor in Underlying Fund Shares is subject to all the risks relating to the Underlying Fund as described in the Underlying Fund Documents and, therefore, the Units will be subject, indirectly, to all such risks.

For a detailed discussion with regard to risks and conflicts of interest generally applicable to the Underlying Fund, investors should carefully review the Underlying Fund Documents and the other material documents relating to the Underlying Fund. Copies of the Underlying Fund Documents are available upon request from the Manager.

The risks and conflicts of interest described in the Underlying Fund Documents with respect to the Underlying Fund and an investment therein apply generally to an investment in the Fund and the Units. The returns of the Fund will depend almost entirely on the performance of its investment in the Underlying Fund and there can be no assurance that the Underlying Fund will be able to implement their respective investment objectives and strategies.

Each prospective investor should carefully review the Underlying Fund Documents and the other material documents relating to the risk of the Underlying Fund described in the Underlying Fund Documents with the prospective investor's legal, regulatory, financial, accounting, business, investment and tax advisers before subscribing for Units of the Fund.

**INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN UNITS. IF PROSPECTIVE INVESTORS HAVE ANY QUESTIONS AS TO THE SUITABILITY OF THIS INVESTMENT, THEY SHOULD CONTACT THEIR PROFESSIONAL ADVISERS.**

### **CONFLICTS OF INTEREST**

Securities legislation in Canada requires the Manager to make certain disclosures regarding conflicts of interest. This statement is to inform you of the nature and extent of conflicts of interest that might be expected to arise between the Manager and the Fund.

Under applicable Canadian securities laws, the Manager is required to address and manage existing, as well as reasonably foreseeable, material conflicts in the best interests of clients, including the Fund. The Manager will avoid situations that would result in a serious conflict of interest that would be too high a risk for clients or market integrity and that cannot be addressed in the best interests of the client. In other circumstances involving a material conflict of interest, the Manager will take steps to address the conflict of interest in the best interests of the client.

A conflict of interest can include any circumstance where: (a) the interests of different parties, such as the interests of the Manager and those of a client, such as the Fund, are inconsistent or divergent; (b) the Manager or one of its representatives may be influenced to put their interests ahead of a client's interests; or (c) monetary or non-monetary benefits or disadvantages accruing to the Manager or its representatives that might compromise the trust that a reasonable client has in the Manager or any of its representatives.

The Manager determines the level of risk for each conflict. Whether a conflict is "material" or not depends on the circumstances. In determining whether a conflict is material, the Manager typically considers whether the conflict may be reasonably expected to affect the decisions of clients in the circumstances and/or the recommendations or decisions of the Manager or its representatives in the circumstances.

Certain situations in which the Manager could be in a conflict of interest, and the way in which the Manager intends to respond to such conflicts, are described below under "Statement of Policies".

The conflicts of interest described in the Underlying Fund Documents with respect to the Underlying Fund and an investment therein apply generally to an investment in the Fund and the Units. Prior to subscribing for Units, a prospective investor should carefully review the Underlying Fund Documents.

## STATEMENT OF POLICIES

As a portfolio manager, the Manager may occasionally face conflicts between its own interests and those of its clients, or between the interests of one client and the interests of another. The Manager has adopted certain policies to minimize the occurrence of such conflicts or to deal fairly where those conflicts cannot be avoided. In no case will the Manager put its own interests ahead of those of its clients.

### Proprietary Products and Connected Issuers

The Manager's business model includes managing proprietary funds, such as the Fund. Proprietary funds, such as the Fund, are connected / related to the Manager because the Manager established the funds and acts as their portfolio manager and investment fund manager. The Manager has determined that this is a material conflict of interest and takes the following steps to mitigate the actual and potential conflicts of interest associated with this business model, including distributing proprietary funds primarily through third party dealers and conducting an analysis of similar funds available to a similar client base. In addition, each proprietary fund of the Manager has a specific mandate and strategy. The Manager works to have each proprietary fund distinct and separate such that the mandate of one fund is clearly distinguishable from the other funds.

### Fair Allocation of Investment Opportunities

The Manager may, from time to time, act as portfolio manager to segregated managed accounts in addition to certain pooled investment funds. To ensure fairness in the allocation of opportunities among its clients, and as between its segregated accounts and the funds, the Manager will ensure:

- where orders are entered simultaneously for execution at the same price, fills are allocated on a *pro rata* basis and when transactions are executed at different prices for a group of clients, fills are allocated on an average price basis;
- in the case of a new securities issue, where the allotment received is insufficient to meet the full requirements of all accounts on whose behalf orders have been placed, allocation is made on a *pro rata* basis. However, if such prorating should result in an inappropriately small position for a client and or particular fund, the allotment would be reallocated to another account. Depending on the number of new issues, over a period of time, every effort will be made to ensure that these prorating and reallocation policies result in fair and equal treatment of all clients, including the Funds; and
- trading commissions are allocated on a *pro rata* basis, in accordance with the foregoing trade allocation policies.

Whichever method is chosen, it must be followed in the future where similar conditions exist. Where it is impossible to achieve uniform treatment, every effort shall be made by the Manager and its employees to compensate at the next opportunity in order that every client, large or small, over time, receives equitable treatment in the filling of orders.

### Soft Dollar Arrangements

The Manager may receive goods or services from a broker or a dealer in consideration of directing transaction business for the account of the Fund to such broker or dealer provided that: (i) the goods or services are of demonstrable benefit to the Fund; and (ii) the transaction execution is consistent with best execution standards and brokerage rates are not in excess of customary full service brokerage rates.

Goods and services may include research and advisory services, economic and political analysis, portfolio analysis (including valuation and performance measurement), market analysis, data and quotation services, clearing and custodian services and investment related publications. The goods and services which the Manager receives will not include any goods and services prohibited from time to time by any code or guidelines issued by any relevant regulatory authority.

The Fund may be deemed to be paying for these services with "soft" dollars. Although the Manager believes that the Fund will demonstrably benefit from the services obtained with "soft" dollars generated by trades, the Fund does not benefit from all of these "soft" dollar services. The Manager and other accounts managed by the Manager or its affiliates also derive substantial direct or indirect benefits from these services, particularly to the extent that the Manager uses "soft" dollars to pay for expenses the Manager would otherwise be required to pay itself.

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

The Manager intends to enter into soft dollar arrangements in accordance with industry standards when it is of the view that such arrangements are for the benefit of its subscribers.

### **Personal Trading**

Staff of the Manager are allowed to operate personal trading accounts at other registered firms. The Manager has adopted a personal trading policy that applies to all officers, directors and other staff with access to information regarding the portfolios. These policies are designed to reasonably prevent staff from trading in advance of orders for the Fund, or trading on the basis of their knowledge of the Fund's trading activities.

### **Referral Arrangements**

The Manager currently does not have, nor does it propose to enter into any referral arrangements whereby it pays a fee for the referral of a client to the Manager or to one of the funds it manages.

### **Statement of Related and Connected Issuers**

Applicable securities laws require securities dealers and advisers, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, or securities of an issuer in which a "responsible person" (as defined by National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*) is an officer or director, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal adviser.

In trading under discretionary authority or advising with respect to investments in the Funds, the Manager will act in accordance with its client's objectives and constraints set out in the subscription agreement and the investment objectives and constraints contained in the applicable offering documents of the Fund. In all investment decisions, the Manager will deal fairly, honestly and in good faith with each of its clients. Canadian securities legislation requires the Manager, prior to trading with or advising their clients, to purchase securities, to inform them of any relevant relationships and connections they may have with the issuer of securities.

A "related issuer" is a person or company that influences or is influenced by, through ownership or direction and control over voting securities, another person or company. The Manager is an independent firm, owned entirely by senior members of the firm and is not influenced by any other person or company.

A person or company is a "connected issuer" to another person or company if, due to its relationships with such person, a prospective purchaser of securities of the person or company might question the other person or company's independence from the first person or company. Clients of the Manager, in its capacity as an exempt market dealer, invest in the funds for which the Manager serves as manager.

The Fund may be considered a connected and/or related issuer the Manager. The Manager acts as the investment fund manager and portfolio manager of the Fund and earns fees for managing the Fund. The Manager acts as an exempt market dealer in connection with the marketing and sale of units of the Fund. However, no commissions are paid to the Manager in connection with the sale of such Units. See "Fees and Expenses Relating to the Fund" and "Dealer Compensation".

The Manager may engage in activities as an investment fund manager, portfolio manager and dealer in respect of securities of related and connected issuers or securities of an issuer in which a "responsible person" is an officer or director, but will do so only in compliance with applicable securities laws.

## **Outside Activities**

The Manager's registered individuals may become involved in other activities outside of their employment with the Manager (e.g., sitting on boards of directors or providing volunteer services for a charity). These outside activities could: (i) impact the amount of time a registered individual spends on its employment or registration obligations to the Manager; and (ii) create a conflicting interest as to how a registered individual discharges its obligations to the Manager or its clients. The Manager has policies and procedures designed to ensure that all outside activities are reported to and considered by the Manager's Chief Compliance Officer. The Chief Compliance Officer will only approve such outside activities that do not conflict with the operations or obligations of the Manager.

## **Gifts and Entertainment**

While it is recognized that conducting business may involve some modest exchange of gifts and business-related entertainment, the value of such gifts and entertainment must not create a real or perceived conflict of interest and must not impair the independence or objectivity of the recipient. The Manager has policies and procedures in place with respect to the receipt or giving of gifts and/or entertainment. These policies and procedures require employees to contact the Chief Compliance Officer of the Manager with any concerns about the receipt or giving of a gift or entertainment and whether that may create a conflict of interest. Further, employees are required to notify the Chief Compliance Officer of the Manager upon receipt of a gift or entertainment in excess of C\$300 (on an individual basis).

## **Other Conflicts of Interest**

From time to time, other material conflicts of interest may arise. The Manager will continue to take appropriate measures to identify and respond to such situations fairly and reasonably and in the best interests of clients, including the Fund.

## **TERMINATION OF THE FUND**

The Manager may at any time terminate and dissolve the Fund by giving notice to the Trustee and each then Unitholder written notice of its intention at least ninety (90) calendar days before the date on which the Fund is to be terminated (the "**Termination Date**"). After giving such notice, the right of Unitholders to require payment for all or any of their Units shall be suspended and the Manager shall make appropriate arrangements for converting the fund property 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 will be entitled to receive from the Trustee his or her proportionate share of the value of the Fund attributable to the Class of Units held in accordance with the number of Units which he or she then holds. If the Fund is terminated, the Declaration of Trust will be terminated and the assets distributed in accordance with the terms of the Declaration of Trust.

## **ADMINISTRATOR**

The Fund has entered into a valuation and services agreement with the Administrator. The Administrator will calculate the monthly Net Asset Value, Series Net Asset Value, Class Net Asset Value (as applicable), and Net Asset Value per Unit (as applicable), allocate and report taxable income to the Unitholders, prepare the annual and semi-annual financial statements as required, keep Unitholder records and any other services that the Fund may request.

## **LEGAL COUNSEL**

McMillan LLP acts as legal counsel to the Fund and to the Manager.

## **AUDITORS**

Deloitte LLP are the auditors of the Fund. The principal office of Deloitte LLP in Toronto is situated at 22 Adelaide Street West, Suite 200, Toronto, Ontario, Canada.

## PERSONAL INFORMATION

By purchasing the Units, the purchaser acknowledges that the Fund and its respective agents and advisers may each collect, use and disclose its name and other specified personally identifiable information, including the amount of the Units that it has purchased for purposes of meeting legal, regulatory and audit requirements and as otherwise permitted or required by law or regulation. The purchaser consents to the disclosure of that information.

By purchasing the Units, the purchaser acknowledges (A) that personal information concerning the purchaser will be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws and the purchaser consents to the disclosure of the personal information; (B) is being collected indirectly by the applicable Canadian securities regulatory authority under the authority granted to it in securities legislation; and (C) is being collected for the purposes of the administration and enforcement of the applicable Canadian securities legislation; by purchasing the Units, the purchaser shall be deemed to have authorized such indirect collection of personal information by the relevant Canadian securities regulatory authorities. Questions about such indirect collection of personal information should be directed to the appropriate provincial or territorial authority as per the table below.

### **Alberta Securities Commission**

Suite 600, 250 – 5th Street SW  
Calgary, Alberta T2P 0R4  
Telephone: 403-297-6454  
Toll free in Canada: 1-877-355-0585  
Facsimile: 403-297-2082  
Attention: FOIP Coordinator

### **Financial and Consumer Services Commission (New Brunswick)**

85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: 506-658-3060  
Toll free in Canada: 1-866-933-2222  
Facsimile: 506-658-3059  
Email: info@fnb.ca  
Attention: Chief Executive Officer and Privacy Officer

### **Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street  
Duke Tower  
P.O. Box 458  
Halifax, Nova Scotia B3J 2P8  
Telephone: 902-424-7768  
Facsimile: 902-424-4625  
Attention: Executive Director

### **Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building  
P.O. Box 2000  
Charlottetown, Prince Edward Island C1A 7N8  
Telephone: 902-368-4569  
Facsimile: 902-368-5283  
Attention: Superintendent of Securities

### **Office of the Superintendent of Securities**

#### **Government of Yukon**

#### **Department of Community Services**

307 Black Street, 1st Floor  
P.O. Box 2703, C-6  
Whitehorse, Yukon Y1A 2C6  
Telephone: 867-667-5466  
Facsimile: 867-393-6251  
Email: securities@gov.yk.ca  
Attention: Superintendent of Securities

### **British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: 604-899-6854  
Toll free in Canada: 1-800-373-6393  
Facsimile: 604-899-6581  
Email: FOI-privacy@bcsc.bc.ca  
Attention: FOI Inquiries

### **Government of Newfoundland and Labrador Financial Services Regulation Division**

P.O. Box 8700  
Confederation Building  
2nd Floor, West Block  
Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
Telephone: 709-729-4189  
Facsimile: 709-729-6187  
Attention: Superintendent of Securities

### **Government of Nunavut**

**Department of Justice**  
Legal Registries Division  
P.O. Box 1000, Station 570  
1st Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: 867-975-6590  
Facsimile: 867-975-6594  
Attention: Superintendent of Securities

### **Autorité des marchés financiers**

800, rue du Square-Victoria, 22e étage  
C.P. 246, tour de la Bourse  
Montréal, Québec H4Z 1G3  
Telephone: 514-395-0337 or 1-877-525-0337  
Facsimile: 514-864-6381 (For privacy requests only)  
Email: fonds\_dinvestissement@lautorite.qc.ca  
Attention: Corporate Secretary

### **The Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Telephone: 204-945-2561  
Toll free in Manitoba: 1-800-655-5244  
Facsimile: 204-945-0330  
Attention: Director

### **Government of the Northwest Territories Office of the Superintendent of Securities**

P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9  
Telephone: 867-767-9305  
Facsimile: 867-873-0243  
Attention: Superintendent of Securities

### **Ontario Securities Commission**

20 Queen Street West, 22nd Floor  
Toronto, Ontario M5H 3S8  
Telephone: 416-593-8314  
Toll free in Canada: 1-877-785-1555  
Facsimile: 416-593-8122  
Email: exemptmarketfilings@osc.gov.on.ca  
Attention: Inquiries Officer

### **Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601 - 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H2  
Telephone: 306-787-5842  
Facsimile: 306-787-5899  
Attention: Director

Pursuant to the IGA entered into by the governments of Canada and the United States and related Canadian legislation found in Part XVIII of the Tax Act, certain information with respect to Unitholders who are U.S. residents and U.S. citizens (including U.S. citizens who are residents and/or citizens of Canada), and certain other “**U.S. Persons**”, as defined under the IGA (excluding registered plans), may be provided to the CRA. The CRA is expected to provide such information to the U.S. Internal Revenue Service. By investing in the Fund and providing us with your identity and residency information you will be deemed to have consented to the Fund disclosure of such information to the CRA. Other jurisdictions may impose similar requirements.

In addition, in accordance with Part XIX of the Tax Act, the Manager or the Fund are required to identify and report to the CRA certain information relating to Unitholders who are resident in certain specified countries other than Canada. Such information is expected to be exchanged on a reciprocal, bilateral, basis with the tax authorities of the foreign country in which the account holders or such controlling persons are resident.

### **PROCEEDS OF CRIME (MONEY LAUNDERING) AND TERRORIST FINANCING LEGISLATION**

In order to comply with Canadian legislation aimed at the prevention of money laundering, the Manager may require additional information concerning investors. The Subscription Agreement contains detailed guidance on whether identification verification materials will need to be provided with the Subscription Agreement and, if so, a list of the documents and information required.

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

### **PURCHASERS’ RIGHTS OF ACTION FOR DAMAGES AND RESCISSION**

#### **Cooling-off Period**

Securities legislation in certain provinces may give a purchaser certain rights of rescission, against the Registered Dealer who sold Units to them, but those rights must be exercised within a certain time period as little as forty-eight (48) hours following the purchase of Units.

#### **Statutory Rights of Action for Damages or Rescission**

In addition to and without derogation from any right or remedy that a purchaser of Units may have at law, securities legislation in certain of the provinces of Canada provides purchasers of Units with, in addition to any other right they may have at law, rights of rescission or damages, or both, where this Offering Memorandum and any amendment hereto contains a Misrepresentation. Such rights must be exercised by the purchaser within prescribed time limits.

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

In some provinces in Canada, a purchaser may have a statutory right of action which is described below. In certain provinces, no statutory rights exist but a contractual right of action is offered where the Fund is required to do so by securities legislation or where the Fund has determined to do so on a voluntary basis. Any statutory rights of action for damages or rescission described below are in addition to, and without derogation from, any other right or remedy available at law to the purchaser and are subject to the defences contained in those laws. These rights must be exercised by the purchaser within the time limits set out below.

The following is a summary of the rights of rescission or damages, or both, available to purchasers under the securities legislation of certain of the provinces of Canada. Purchasers should refer to the applicable provisions of the securities legislation of their province of residence for the particulars of their rights or consult with a legal adviser.

## Ontario

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

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

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

- (a) in the case of an action for rescission, one hundred eighty (180) calendar 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) one hundred eighty (180) calendar days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or
  - (ii) three years after the date of the transaction that gave rise to the cause of action.

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

- (a) a Canadian financial institution or a Schedule III bank (each as defined in NI 45-106);
- (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- (c) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

## Saskatchewan

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

- (a) the issuer or a selling security holder on whose behalf the distribution is made;
- (b) every promoter and director of the issuer or the selling security holder, as the case may be, at the time the offering memorandum or any amendment to it was sent or delivered;
- (c) every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;

- (d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed the offering memorandum or the amendment to the offering memorandum; and
- (e) every person who or company that sells securities on behalf of the issuer or selling security holder under the offering memorandum or amendment to the offering memorandum.

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

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

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

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

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

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

Section 138.2 of the Saskatchewan Act also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for damages against the individual who made the verbal statement.

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

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

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

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

- (a) in the case of an action for rescission, one hundred eighty (180) calendar days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any other action, other than an action for rescission, the earlier of:
  - (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or
  - (ii) six years after the date of the transaction that gave rise to the cause of action.

The Saskatchewan Act also provides a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act has a right to withdraw from the agreement to purchase the securities by delivering a notice to the person who or company that is selling the securities, indicating the purchaser's intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two (2) Business Days of receiving the amended offering memorandum.

#### *Manitoba*

Section 141.1 of the *Securities Act* (Manitoba) (“**Manitoba Act**”) provides that where an offering memorandum (such as this Offering Memorandum) or any amendment to it contains a misrepresentation, a purchaser who purchases a security offered by the offering memorandum is deemed to have relied on the representation if it was a misrepresentation at the time of purchase and has a right of rescission against the issuer or has a right of action for damages against (i) the issuer, (ii) every director of the issuer at the date of the offering memorandum, and (iii) every person or company who signed the offering memorandum.

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

- (a) if the purchaser chooses to exercise a right of rescission against the issuer, the purchaser shall have no right of action for damages against the parties listed under (i), (ii) and (iii);
- (b) in an action for damages, a defendant will not be liable for all or any part of the damages that he or she proves do not represent the depreciation in value of the security as a result of the misrepresentation;
- (c) in no case shall the amount recoverable exceed the price at which the securities were offered under the offering memorandum; and
- (d) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser had knowledge of the misrepresentation.

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

- (a) the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge and consent;
- (b) 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, an expert's report, opinion or statement, 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 expert's report, opinion or statement, or (B) was not a fair copy of, or an extract from, the expert's report, opinion or statement; or
- (c) with respect to any part of the offering memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company (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.

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

Section 141.2 of the Manitoba Act provides that a purchaser of a security to whom an offering memorandum was required to be sent in compliance with Manitoba securities legislation, but was not sent within the prescribed time has a right of action for rescission or damages against the dealer, offeror or issuer who did not comply with the requirement.

Section 141.3 of the Manitoba Act also provides that a purchaser of a security to whom an offering memorandum is required to be sent may rescind the contract to purchase the security by sending a written notice of rescission to the issuer not later than midnight on the second day, excluding Saturdays and holidays, after the purchaser signs the agreement to purchase the securities.

Section 141.4 of the Manitoba Act provides that no action may be commenced to enforce any of the foregoing rights:

- (a) in the case of an action for rescission, more than one hundred eighty (180) calendar days after the day 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 hundred eighty (180) calendar days after the day that the plaintiff first had knowledge of the facts giving rise to the cause of action, or
  - (ii) two years after the day of the transaction that gave rise to the cause of action.

#### *Nova Scotia*

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

- (a) no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than one hundred twenty (120) calendar days after the date on which the initial payment was made for the securities;
- (b) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the Misrepresentation;
- (c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the Misrepresentation relied upon; and
- (d) in no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser.

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

- (a) the offering memorandum or amendment to the offering memorandum was sent or delivered to the purchaser without the person’s or company’s knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person’s or company’s knowledge or consent;

- (b) after delivery of the offering memorandum or amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any Misrepresentation in the offering memorandum or amendment to the offering memorandum the person or company withdrew the person's or company's consent to the offering memorandum or amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or
- (c) with respect to any part of the offering memorandum or amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a Misrepresentation, or (B) the relevant part of the offering memorandum or amendment to offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

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

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

#### *New Brunswick*

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

- (a) the purchaser has a right of action for damages against the issuer and any selling security holder(s) on whose behalf the distribution is made, or
- (b) where the purchaser purchased the securities from a person referred to in paragraph (a), the purchaser may elect to exercise a right of rescission against the person, in which case the purchaser shall have no right of action for damages against the person.
- (c) This statutory right of action is available to New Brunswick purchasers whether or not such purchaser relied on the Misrepresentation. However, there are various defences available to the issuer and the selling security holder(s). In particular, no person will be liable for a Misrepresentation if such person proves that the purchaser purchased the securities with knowledge of the Misrepresentation when the purchaser purchased the securities. Moreover, in an action for damages, the amount recoverable will not exceed the price at which the securities were offered under the offering memorandum and any defendant will not be liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation.

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

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

#### *Prince Edward Island*

Section 112 of the *Securities Act* (Prince Edward Island) (“**PEI Act**”) provides to a purchaser who purchases, during the distribution period, a security offered by an offering memorandum (such as this Offering Memorandum) containing a misrepresentation, without regard to whether he or she relied on the misrepresentation, a right of action for rescission

against the issuer or the selling security holder on whose behalf the distribution is made or a right of action for damages against (a) the issuer, (b) the selling security holder on whose behalf the distribution is made, (c) every director of the issuer at the date of the offering memorandum, and (d) every person who signed the offering memorandum. If the purchaser elects to exercise a right of action for rescission, the purchaser shall have no right of action for damages.

Such rights of rescission and damages are subject to certain limitations and a person will not be liable if the person proves that the purchaser purchased the securities with knowledge of the misrepresentation.

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

- (a) the offering memorandum was sent to the purchaser without the person's knowledge or consent and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the issuer that it had been sent without the knowledge and consent of the person;
- (b) 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 issuer of the withdrawal and the reason for it; or
- (c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or 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 (i) there had been a misrepresentation, or (ii) the relevant part of the offering memorandum (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.

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

In an action for damages, the defendant is not liable for any damages that he or she proves do not represent the depreciation in value of the security resulting from the misrepresentation. In addition, the amount recoverable must not exceed the price at which the securities purchased by the purchaser were offered.

Section 121 of the PEI Act provides that no action may be commenced to enforce any of the foregoing rights more than:

- (a) in the case of an action for rescission, one hundred eighty (180) calendar 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) one hundred eighty (180) calendar 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 giving rise to the cause of action.

#### *Newfoundland and Labrador*

Section 130.1 of the *Securities Act* (Newfoundland and Labrador) provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a purchaser who purchases Units offered by the offering memorandum is deemed to have relied on the representation if it was a misrepresentation at the time of purchase, and the purchaser has:

- (a) a right of action for damages against:
  - (i) the Fund;
  - (ii) every director of the Fund at the date of the offering memorandum;
  - (iii) every person or company who signed the offering memorandum; and
- (b) a right of rescission against the Fund.

If the purchaser chooses to exercise a right of rescission against the Fund, the purchaser has no right of action for damages against a person or company referred to above.

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.

When a misrepresentation is contained in the offering memorandum, no person or company other than the Fund, is liable

- (a) if the person or company proves that the purchaser had knowledge of the misrepresentation;
- (b) if the person or company proves
  - (i) that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and
  - (ii) that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge and consent;
- (c) if the person or company proves that, after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer 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 to be a copy of, or an extract from, an expert's report, opinion or statement, 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 expert's report, opinion or statement, or
    - (B) was not a fair copy of, or an extract from, the expert's report, opinion or statement; or
- (e) with respect to any part of the offering memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company
  - (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.

The amount recoverable shall not exceed the price at which the Units were offered under the offering memorandum. In 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.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages 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 circumstances of the case, the court is satisfied that it would not be just and equitable.

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

- (a) in the case of an action for rescission, one hundred eighty (180) calendar days after the purchaser signs the agreement to purchase the Units; or
- (b) in the case of an action for damages, before the earlier of:
  - (i) one hundred eighty (180) calendar days after the purchaser first has knowledge of the facts giving rise to the cause of action; or
  - (ii) three years after the date the purchaser signs the agreement to purchase the Units.

The rights of action described above are in addition to and without derogation from any other right or remedy that the purchaser may have at law.

### **Yukon**

Securities legislation in the Yukon provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a purchaser who purchases a security offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation:

- (a) a right of action for damages against:
  - (i) the Fund;
  - (ii) the selling security holder on whose behalf the distribution is made;
  - (iii) every director of the Fund at the date of the offering memorandum, and
  - (iv) every person who signed the offering memorandum; and
- (b) a right of rescission against:
  - (i) the Fund; or
  - (ii) the selling security holder on whose behalf the distribution is made.

If the purchaser chooses to exercise a right of rescission against the Fund, the purchaser has no right of action for damages against a person or company referred to above.

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

If a misrepresentation is contained in the offering memorandum, no person is liable if the person proves that the purchaser purchased the securities with knowledge of the misrepresentation.

A person, other than the Fund or selling security holder, is not liable in an action for damages if the person proves that:

- (a) the offering memorandum was sent to the purchaser without the person's knowledge or consent, and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the Fund that it had been sent without the person's knowledge and consent;
- (b) the person, on becoming aware of the misrepresentation, 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
- (c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement 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
    - (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.

A person, other than the Fund or selling security holder, is not liable in an action for damages 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

- (a) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or
- (b) believed there had been a misrepresentation.

The amount recoverable shall not exceed the price at which the securities were offered under the offering memorandum. In 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 security as a result of the misrepresentation.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages 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 circumstances of the case, the court is satisfied that it would not be just and equitable.

The Fund, and every director of the Fund at the date of the offering memorandum who is not a selling security holder, is not liable if the Fund does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the Fund, unless the misrepresentation,

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

No action may be commenced to enforce a right more than,

- (a) in the case of an action for rescission, one hundred eighty (180) calendar days after the date of the transaction giving rise to the cause of action; or
- (b) in the case of any action other than an action for rescission,
  - (i) one hundred eighty (180) calendar 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 giving rise to the cause of action,

whichever period expires first.

The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the purchaser may have at law.

#### *Northwest Territories*

Securities legislation in the Northwest Territories provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a purchaser who purchases a security offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation:

- (a) a right of action for damages against:
  - (i) the Fund;
  - (ii) the selling security holder on whose behalf the distribution is made;
  - (iii) every director of the Fund at the date of the offering memorandum, and
  - (iv) every person who signed the offering memorandum; and
- (b) a right of rescission against:
  - (i) the Fund; or
  - (ii) the selling security holder on whose behalf the distribution is made.

If the purchaser chooses to exercise a right of rescission against the Fund, the purchaser has no right of action for damages against a person or company referred to above.

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

If a misrepresentation is contained in the offering memorandum, no person is liable if the person proves that the purchaser purchased the securities with knowledge of the misrepresentation.

A person, other than the Fund or selling security holder, is not liable in an action for damages if the person proves that:

- (a) the offering memorandum was sent to the purchaser without the person's knowledge or consent, and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the Fund that it had been sent without the person's knowledge and consent;
- (b) the person, on becoming aware of the misrepresentation, 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
- (c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement 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
    - (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.

A person, other than the Fund or selling security holder, is not liable in an action for damages 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

- (a) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or
- (b) believed there had been a misrepresentation.

The amount recoverable shall not exceed the price at which the securities were offered under the offering memorandum. In 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 security as a result of the misrepresentation.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages 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 circumstances of the case, the court is satisfied that it would not be just and equitable.

The Fund, and every director of the Fund at the date of the offering memorandum who is not a selling security holder, is not liable if the Fund does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the Fund, unless the misrepresentation,

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

No action may be commenced to enforce a right more than,

- (a) in the case of an action for rescission, one hundred eighty (180) calendar days after the date of the transaction giving rise to the cause of action; or
- (b) in the case of any action other than an action for rescission,

one hundred eighty (180) calendar days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or three years after the date of the transaction giving rise to the cause of action, whichever period expires first.

The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the purchaser may have at law.

## *Nunavut*

Securities legislation in Nunavut provides that if an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a purchaser who purchases a security offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation:

- (a) a right of action for damages against
  - (i) the Fund;
  - (ii) the selling security holder on whose behalf the distribution is made;
  - (iii) every director of the Fund at the date of the offering memorandum, and
  - (iv) every person who signed the offering memorandum; and
- (b) a right of rescission against:
  - (i) the Fund; or
  - (ii) the selling security holder on whose behalf the distribution is made.

If the purchaser chooses to exercise a right of rescission against the Fund, the purchaser has no right of action for damages against a person or company referred to above.

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

If a misrepresentation is contained in the offering memorandum, no person is liable if the person proves that the purchaser purchased the securities with knowledge of the misrepresentation.

A person, other than the Fund or selling security holder, is not liable in an action for damages if the person proves that:

- (a) the offering memorandum was sent to the purchaser without the person's knowledge or consent, and that, on becoming aware of its being sent, the person had promptly given reasonable notice to the Fund that it had been sent without the person's knowledge and consent;
- (b) the person, on becoming aware of the misrepresentation, 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
- (c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement 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
    - (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.

A person, other than the Fund or selling security holder, is not liable in an action for damages 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

- (a) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or
- (b) believed there had been a misrepresentation.

The amount recoverable shall not exceed the price at which the securities were offered under the offering memorandum. In 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 security as a result of the misrepresentation.

All or any one or more of the persons or companies that are found to be liable or accept liability in an action for damages 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 circumstances of the case, the court is satisfied that it would not be just and equitable.

The Fund, and every director of the Fund at the date of the offering memorandum who is not a selling security holder, is not liable if the Fund does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the Fund, unless the misrepresentation

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

No action may be commenced to enforce a right more than,

- (a) in the case of an action for rescission, one hundred eighty (180) calendar days after the date of the transaction giving rise to the cause of action; or
- (b) in the case of any action other than an action for rescission,
  - (i) one hundred eighty (180) calendar 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 giving rise to the cause of action,

whichever period expires first.

The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the purchaser may have at law.

*British Columbia, Alberta, and Québec*

Notwithstanding that the *Securities Act* (British Columbia), the *Securities Act* (Alberta) and the *Securities Act* (Québec) do not provide, or require, the Fund to provide to purchasers resident in the Province of Alberta purchasing under the accredited investor exemption and to purchasers in British Columbia and Québec any rights of action in circumstances where this Offering Memorandum or an amendment hereto contains a Misrepresentation, the Fund hereby grants to such purchasers contractual rights of action that are equivalent to the statutory rights of action set forth above with respect to purchasers resident in Ontario.