

*This confidential offering memorandum constitutes an offering of these securities in the provinces and territories of Canada, and therein only by persons permitted to sell such securities and to those persons to whom they may be lawfully offered for sale. No securities commission or similar regulatory authority in Canada has reviewed this offering memorandum or has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence. This offering memorandum is not, and under no circumstances is it to be construed as, a prospectus or advertisement or a public offering of these securities.*

## CONFIDENTIAL OFFERING MEMORANDUM



ELEVENFUND

Continuous Offering

September 1, 2018

### ELEVENFUND

### CLASS A UNITS AND CLASS F UNITS

ElevenFund (the “Fund”) is a trust established under the laws of the Province of Ontario. The Fund is offering an unlimited number of Class A Units and Class F Units (collectively, the “Units”), on a continuous basis pursuant to this offering memorandum (the “Offering Memorandum”). The Units are being distributed to investors on a private placement basis only and the Fund is exempt from the requirement that the Fund prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Prospective investors must be “accredited investors”, as defined under applicable securities laws.

The Fund’s investment objective is to generate consistent, attractive risk-adjusted returns, with materially less volatility than the Canadian equity markets. The Fund seeks to achieve this objective through an opportunistic trading approach which focuses on short term movements of listed securities. The security selection places significant emphasis on liquidity, capital preservation and on crystallizing open profit positions.

The Fund’s investments will include common equities, exchange traded funds and other exchange traded securities along with the selling short of such securities and the potential use of leverage against such long and short positions. The Fund’s investment strategy may be broadly characterized as short term directional.

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#### SUBSCRIPTION PRICE: NET ASSET VALUE PER UNIT

MINIMUM SUBSCRIPTION: \$25,000 for Class A Units and \$25,000 for Class F Units

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Spartan Fund Management Inc. (“Spartan”) has been retained to act as the trustee (the “Trustee”), the promoter, the investment fund manager (the “Manager”) and the portfolio manager (the “Portfolio Manager”) and will be responsible for providing or arranging for the provision of management and investment advisory and portfolio management services required by the Fund. The Manager will be responsible for the execution of the investment strategy of the Fund. The Units will be offered for sale through the Manager and by other qualified dealers. The Manager, in its capacity as an exempt market dealer to the Fund, is offering the Units on a private placement basis. However, no fees are payable to the Manager in its capacity as an exempt market dealer. **The Fund is a “connected issuer” of the Manager under applicable securities laws. See “Conflicts of Interest”.**

**The Fund is not a trust company and, accordingly, is not registered under the trust company legislation of any jurisdiction. Although the Fund is a “mutual fund” as defined in the securities legislation applicable**

**in certain provinces, it does not operate in accordance with the requirements of National Instrument 81-102 – *Mutual Funds* and other policies and regulations of the securities regulatory authorities that are applicable to mutual funds that have offered securities under a prospectus and are reporting issuers. Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of that Act or any other legislation.**

Subscription forms and cleared funds received on the last Business Day (as defined below) of each month (or such later date as may be determined by the Manager) will be accepted on the last Business Day of such month (each, a “**Valuation Date**”). Subscriptions received after that date will be accepted on the next Valuation Date. Units may be surrendered for retraction at the Retraction Price (as defined below) on each Valuation Date, provided a retraction request is made in writing to the Administrator (as defined below) on or before the last business day of the month preceding the Valuation Date on which the retraction is to be made.

**An investment in Units is 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.**

**There is no market through which the Units may be sold and none is expected to develop. Transfer of the Units is subject to approval by the Manager and the Units are also subject to resale restrictions under applicable securities legislation. Persons who receive this Offering Memorandum must inform themselves of, and observe, all applicable restrictions with respect to the acquisition or disposition of Units under applicable securities legislation. Retractions will be suspended in certain circumstances. See “Retraction and Redemption”. There are certain additional risk factors associated with investing in the Units.** Investors should consult their own professional advisors to assess the income tax, legal and other aspects of an investment in Units. Please see “Resale Restrictions” and “Risk Factors”.

No person is authorized to provide 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. This Offering Memorandum is a confidential document furnished solely for the use of prospective purchasers who, by acceptance hereof, agree that they will not transmit, reproduce or make available this document or any information contained in it.

**Subscribers are encouraged to consult with their independent legal and tax advisers prior to signing the subscription agreement to purchase Units and to carefully review the Declaration of Trust of the Fund.**

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## SUMMARY

*Prospective investors are encouraged to consult their own professional advisers as to the tax and legal consequences of investing in the Fund. This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Offering Memorandum. Capitalized terms used but not defined in this summary are defined elsewhere in this Offering Memorandum.*

## THE FUND

**The Fund:** ElevenFund (the “**Fund**”) is a trust established under the laws of the Province of Ontario pursuant to a declaration of trust dated as of October 1, 2011 as amended or restated from time to time (the “**Declaration of Trust**”).

**Investment Objective:** The Fund’s investment objective is to generate consistent, attractive risk-adjusted returns, with materially less volatility than Canadian equity markets.

**Investment Strategies:** The Fund intends to pursue a short term directional equity strategy using an opportunistic trading approach which focuses on short term movements of listed securities. The security selection places significant emphasis on liquidity, capital preservation and on crystallizing open profit positions.

The Fund’s investments will include common equities, exchange traded funds and other exchange traded securities along with the selling short of such securities and the potential use of leverage against such long and short positions. The Portfolio Manager does not plan to vote proxies for the Fund as the Portfolio Manager does not believe the benefit outweighs the cost of voting such proxies.

**The Trustee, Manager and Portfolio Manager:** Spartan Fund Management Inc. (“**Spartan**”) is the trustee (the “**Trustee**”), investment fund manager (the “**Manager**”) and portfolio manager (the “**Portfolio Manager**”) of the Fund. As Manager, Spartan is responsible for managing the affairs of the Fund. See “Management of the Fund”.

## SUMMARY OF INVESTMENT TERMS

**The Offering:** The Fund is offering an unlimited number of retractable, redeemable units of two classes: Class A Units and Class F Units (collectively, the “**Units**”). Each class of Units is identical to the other except for the fees that are applicable to such class.

**The Units:** An investment in the Fund is represented by Units, each of which represents an undivided beneficial interest in the net assets of the Fund applicable to the relevant class of Units.

Class A Units may be purchased by subscribers directly from the Manager or through registered advisors and pay registered advisors a trailer fee as discussed below. Class F Units may be purchased by subscribers who are enrolled in dealer sponsored fee-for-service or “wrap programs” and who

are subject to an annual asset-based fee. Class I Units may be purchased by subscribers directly from the Manager.

The Units of each class have equal rights and privileges. Unitholders are not entitled to vote except for the purposes set out in the Declaration of Trust. In such circumstances, each whole Unit is entitled to one vote at meetings of Unitholders. Each whole Unit of a class is entitled to participate equally with each other Unit of the same class with respect to any and all distributions made by the Fund, including distributions of net income and net realized capital gains, and distributions upon the termination of the Fund. Units are issued only as fully paid and are non-assessable. See "Description of Units".

**Minimum Subscription:** The minimum investment is \$25,000 for Class A Units and Class F Units or such lesser amounts as the Manager, on behalf of the Fund, may accept. See "Purchase of Units".

**Valuation Dates:** SGGG Fund Services Inc. (the "**Valuation Agent**") shall determine the Net Asset Value of the class of Units and Net Asset Value per Unit of each series of the Fund as at 4:00 p.m. (Toronto time) (the "**Valuation Time**") on the last Business Day of each month and any other date on which the Manager elects, in its discretion, to calculate the Net Asset Value per Units of a series (each, a "**Valuation Date**").

A "**Business Day**" means any day except Saturday, Sunday, a statutory holiday in Toronto, Ontario or any other day on which the New York Stock Exchange (the "**NYSE**") is open for business. See "Valuation of Assets and Computation of Net Asset Value".

**Purchases:** Subscription forms must be received on the last Business Day of the month (or such later date as may be determined by the Manager) will be accepted on the Valuation Date in such month. Subscriptions received after that date will be accepted on the next Valuation Date. Units issued at the initial closing date will be issued at a price of \$10.00. Thereafter, Units will be deemed to be issued on the Valuation Date immediately after the Net Asset Value ("NAV") has been calculated based on the NAV per Unit on such Valuation Date. See "Purchase of Units".

**Distributions:** The Fund does not currently intend to pay regular cash distributions but may do so in the future. Distributions will only be paid to the extent that the Trustee determines that it would be advantageous for the Fund to make such distributions.

It is the Fund's policy to distribute annually to Unitholders sufficient income and capital gains (net of applicable losses) so that it effectively will not pay any Canadian federal income tax under Part I of the Tax Act (as defined below). The Fund will distribute its annual taxable income and net realized capital gains to Unitholders by December 31 of each year and at such other times as determined by the Manager. All such distributions of the Fund will be automatically reinvested, without charge, in additional Units at the NAV per Unit at the most recent Valuation Date prior to distribution date and on the date of each distribution the Units will be automatically consolidated into that number of Units outstanding

immediately prior to the distribution. Accordingly, the effect of such distributions will generally be to increase the adjusted cost base of the Units, not the number of Units outstanding. See “Distributions to Unitholders”.

**Retractions:** Units may be surrendered on each Valuation Date provided the Administrator receives notice in writing on or before seven calendar days prior to the end of the month on which the retraction is to be made (the “**Retraction Date**”). To ensure notice is received by the Administrator, the Unitholder should contact the Manager (if the Unitholder originally subscribed for Units directly from the Fund) or the Unitholder’s investment advisor or broker. A Unitholder who surrenders a Unit for retraction will be entitled to receive an amount equal to the NAV per Unit determined as of the Retraction Date less any brokerage fees and commissions (the “**Retraction Price**”), and will receive payment on or about the tenth Business Day following the Retraction Date.

**Redemptions:** The Units may be redeemed by the Fund at any time on not less than 5 days’ notice at a price per Unit equal to the NAV per Unit determined as of the date scheduled for redemption less any fees and commissions. See “Retraction and Redemption”.

**Transfer or Resale:** Units may only be transferred with the consent of the Manager. The transfer or resale of Units (which does not include a redemption or retraction of Units) is also subject to restrictions under applicable securities legislation. See “Resale Restrictions”.

**No Unit Certificates:** The Units will be issued in registered, book-entry form only. Unit certificates will not be issued.

**Year End:** December 31.

**Financial Reporting:** The audited annual and unaudited semi-annual financial statements of the Fund will be prepared and sent to Unitholders who elect to receive the financial statements in conformity with applicable securities laws, as these may be amended from time to time. Audited financial statements will be sent within 90 days of each fiscal year end and semi-annual financial statements of the Fund will be sent within 60 days of the end of the most recent interim period.

The Fund intends to rely on an exemption from the requirement to file its financial statements with the securities regulators pursuant to section 2.11 of National Instrument 81-106 – *Investment Fund Continuous Disclosure* (“**NI 81-106**”). In order to rely on the exemption, the Fund will prepare and distribute its financial statements in accordance with the requirements of NI 81-106. See “Reports to Unitholders”.

<b>Tax Considerations:</b>	A Unitholder will generally be required to include, in computing the Unitholder's income for the year, the amount of the net income, and the taxable portion of the net realized capital gains of the Fund, that is paid or payable to the Unitholder in the year whether in cash or in Units. Distributions by the Fund to a Unitholder in excess of the Unitholder's share of the Fund's net income and net realized capital gains will not result in an inclusion in the Unitholder's income but will reduce the adjusted cost base of the Unitholder's Units. To the extent that the adjusted cost base of a Unit held as capital property would otherwise be less than zero, the Unitholder will be deemed to have realized a capital gain equal to the negative amount. A Unitholder who disposes of Units held as capital property (on redemption, retraction or otherwise) will realize a capital gain (or loss) to the extent that the proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of Units and any reasonable costs of disposition. See "Canadian Federal Income Tax Considerations". <b>Each investor should satisfy himself or herself as to the federal and provincial tax consequences of an investment in Units by obtaining advice from his or her tax advisor.</b>
<b>Eligibility for Investment:</b>	Units will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, tax-free savings accounts, deferred profit sharing plans, registered education savings plans, or registered disability savings plans, provided the Fund is a registered investment under the Tax Act in respect of such plans and funds. Investors that are tax-free savings accounts, registered retirement savings plans and registered retirement income funds should consult their own tax advisors as to whether Units would be "prohibited investments" for such trusts for purposes of the Tax Act.
<b>Liability of Unitholders:</b>	The Unitholders of the Fund do not receive the protection of statutorily mandated limited liability as in the case of shareholders of most Canadian corporations and unitholders of trusts that have filed a prospectus in certain jurisdictions. However, the Declaration of Trust contains provisions intended to limit the liability of Unitholders. See "Risk Factors".
<b>Risk Factors:</b>	Prospective investors should consider a number of factors in assessing the risks associated with investing in Units including those generally associated with the investment strategies used by the Manager, and certain tax matters. See "Risk Factors".
<b>Termination:</b>	The Manager, may, in its discretion, terminate the Fund without the approval of Unitholders if, in the opinion of the Manager, the Net Asset Value of the Fund is reduced as the result of retractions or otherwise so that it is no longer economically feasible to continue the Fund and it would be in the best interests of the Unitholders to terminate the Fund. After paying outstanding liabilities, the Fund will distribute the remaining assets attributable to a series of Units <i>pro rata</i> to Unitholders of that series. See "Termination of the Fund".

## FEES AND EXPENSES

The following is a description of the fees and expenses that the Fund will have to pay. See “Fees and Expenses”.

**General:** The Manager is entitled to reimbursement from the Fund for all costs and operating expenses (the “**Operating Expenses**”) incurred in connection with the business of the Fund, including but not limited to:

- (i) administrative fees and expenses of the Fund, which include fees payable to the Manager, fees payable to a third party administrator, accounting, audit and legal costs, fees associated with the Trust’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, the cost of maintaining the Fund’s existence, regulatory fees and expenses, the cost of consulting, data, statistical services, research, organizational costs, distribution costs, regulatory filing fees and all reasonable extraordinary or non-recurring expenses which are directly related to the maintenance and management of the Fund along with all reasonable extraordinary or non-recurring expenses; and
- (ii) fees and expenses relating to the portfolio investments of the Fund, including the cost of securities, interest on borrowings and commitment fees and related expenses payable to lenders and counterparties, brokerage fees, commissions and expenses, banking fees, interest expenses and taxes of all kinds to which the Fund is subject.

See “Fees and Expenses”.

**Management Fee:** As compensation for its management services, the Manager will receive a management fee from the Fund in an amount equal to 2.0% per annum of the Net Asset Value attributable to the Class A Units, 1.0% per annum of the Net Asset Value attributable to the Class F Units (which in the case of Class A Units includes a 1% trailer fee payable to third party brokers, dealers and advisors), calculated and payable on each Valuation Date in arrears, plus applicable taxes. See “Fees and Expenses”.

**Dealer Compensation:** There is no upfront commission payable to the Manager in respect of Units purchased directly by a subscriber through the Manager. A subscriber may pay a negotiated fee if purchasing through a registered dealer. Any such fee will be payable by the purchaser to the dealer.

In respect Class A Units, the Manager will pay registered dealers a servicing commission based on the aggregate market value of their clients’ investment in Class A Units of the Fund, at an annualized rate of 1%, calculated monthly and paid on a quarterly basis in arrears approximately 20 days after the determination of the quarter-end Net

Asset Value of the Class A Units. A registered dealer is entitled to such fees in respect of Class A Units for so long as its clients hold those Units.

There is no sales commission payable or service commission payable in respect of an investor's investment in Class F.

Subject to applicable law, the Manager may pay a rebate, negotiated referral fee or trailing commission to subscribers, dealers or other persons in connection with a sale of any Units, provided in the case of payments to dealers, subscribers are advised in writing by the selling dealer of any such fee at the time of investment.

**Performance Fee:** The performance amount per Unit (the "**Performance Amount**") in respect of a calendar quarter is equal to 20%, for Class A Units and Class F Units, of the amount by which the NAV per relevant Unit of a class at the end of such quarter (plus the aggregate amount of all distributions declared on such Unit during such quarter) exceeds either the highest quarter end NAV per such Unit previously achieved (the "**High Water Mark**") or, in respect of the first calendar quarter, the initial subscription NAV per relevant Unit. See "Fees and Expenses". In order to facilitate an equitable allocation of the performance fee payable to the Manager amongst all Unitholders, a series accounting methodology is used to track the performance fee applicable to each Unitholder.

#### PROFESSIONAL ADVISORS

<b>Auditors:</b>	Deloitte LLP	<b>Administrator:</b>	SGGG Fund Services Inc., Toronto, Ontario
<b>Custodian and Prime Broker:</b>	CIBC World Markets Inc.	<b>Legal Counsel:</b>	McMillan LLP Toronto, Ontario

## ELEVENFUND

ElevenFund (the “**Fund**”) is a trust established under the laws of the Province of Ontario pursuant to a declaration of trust dated as of October 1, 2011 as amended or restated from time to time (the “**Declaration of Trust**”). Spartan Fund Management Inc. (“**Spartan**”), a corporation incorporated under the *Business Corporations Act* (Ontario) on October 25, 2004, is the trustee (the “**Trustee**”), investment fund manager (the “**Manager**”) and portfolio manager (the “**Portfolio Manager**”) of the Fund. The principal place of business of the Fund, Trustee and the Manager is 100 Wellington Street West, Suite 2101 TD Centre, Toronto ON M5K 1G8. The fiscal year of the Fund ends on December 31 in each calendar year.

## DESCRIPTION OF UNITS

The Fund is authorized to issue an unlimited number of classes and/or series of Units and an unlimited number of Units in each such class or series. The Fund currently offers two classes of Units: Class A Units and Class F Units. Additional classes may be offered in the future.

Class A Units may be purchased by subscribers directly from the Manager or through registered advisors and pay registered advisors a trailer fee as discussed below. Class F Units may be purchased by subscribers who are enrolled in dealer sponsored fee-for-service or “wrap programs” and who are subject to an annual asset-based fee.

The Units of each class have equal rights and privileges. Unitholders are not entitled to vote except for the purposes set out in the Declaration of Trust. In such circumstances, each whole Unit is entitled to one vote at meetings of Unitholders. Each whole Unit of a class is entitled to participate equally with each other Unit of the same class with respect to any and all distributions made by the Fund, including distributions of net income and net realized capital gains, and distributions upon the termination of the Fund. Units are issued only as fully paid and are non-assessable. See “Description of Units”.

The Units of each class have equal rights and privileges. Each holder of Units (each a “**Unitholder**” and collectively, the “**Unitholders**”) is entitled to one vote for each Unit held and is entitled to participate equally with respect to any and all distributions made by the Fund with respect to the relevant series. Fractional Units may be issued. The respective rights of the Unitholders of each series will be proportionate to the net asset value of such series relative to the net asset value of each other series. On termination, Unitholders are entitled to receive any assets of the Fund remaining after payment of all debts, liabilities and liquidation or termination expenses of the Fund.

A person wishing to become a Unitholder must subscribe for Units by means of the subscription form which accompanies this Offering Memorandum. Any such subscription is subject to acceptance by the Manager and may be accepted in whole or in part in its sole discretion. For a description of the terms and conditions of any subscription for Units, see “Purchase of Units”.

## INVESTMENT OBJECTIVE

The Fund’s investment objective is to generate consistent, attractive risk-adjusted returns, with materially less volatility than Canadian equity markets. The Fund’s investment objective is to generate consistent, attractive risk-adjusted returns, with low volatility, and with low correlation to Canadian equity markets.

## INVESTMENT STRATEGIES

The Fund intends to pursue a short term directional equity strategy using an opportunistic trading approach which focuses on short term movements of listed securities. The security selection places significant emphasis on liquidity, capital preservation and on crystallizing open profit positions.

The Fund's investments will include common equities, exchange traded funds and other exchange traded securities along with the selling short of such securities and the potential use of leverage against such long and short positions. The Portfolio Manager does not plan to vote proxies for the Fund as the Portfolio Manager does not believe the benefit outweighs the cost of voting such proxies.

### INVESTMENT GUIDELINES AND RESTRICTIONS

Investments made by the Fund will be subject to the investment guidelines and restrictions ("**Investment Guidelines and Restrictions**") set out in the Declaration of Trust which include those described in paragraphs (1) – (10) below. The Investment Guidelines and Restrictions may be changed by the Portfolio Manager without notice to Unitholders provided that such change is in accordance with the investment objective of the Fund. All amounts and percentage limitations apply at the date the relevant investment is made, and any subsequent change in any applicable percentage resulting from changing values will not require the disposition of any security from the Fund's portfolio. The Investment Guidelines and Restrictions of the Fund provide, among other things, as follows:

1. *Leverage Restrictions* – The proportion of long positions versus short positions will be a function of the Portfolio Manager's ability to find attractive situations and the strategy being employed. In any event, the typical aggregate maximum gross exposure will not exceed 100%.
2. *Cash* – The Fund may hold cash and cash equivalents as part of the Fund's portfolio.
3. *Purchasing Public Securities* – The Fund will not invest in companies which are not listed but can invest in derivative instruments to gain access to the returns of such public companies.
4. *Concentration* – The Fund may not hold more than 10% of its Net Asset Value in any single position (computed at the time the investment is made) with the exception of cash (and equivalent instruments) and index-tracking securities.
5. *Concentration – Individual Issuers* – Security holdings in any one issuer will be limited to a maximum of 10% of such securities then outstanding.
6. *Restriction on Foreign Investment Entities* – The Fund will not acquire a participating interest in a "foreign investment entity" other than an "exempt interest" or invest in a "non-resident trust" other than an "exempt foreign trust" all for the purposes of Bill C-10 which was before the second session of the 39th Parliament (or any successor proposals).
7. *Qualified Investments* – The Fund will, to the extent it qualifies as a "registered investment" but not a "mutual fund trust" for the purposes of the Tax Act, restrict its purchases of securities to "qualified investments" for registered retirement savings plans, registered retirement income funds and deferred profit sharing plans.
8. *Mutual Fund Trust Status* – The Fund will not make any investment or conduct any activity that would prevent the Fund from qualifying or result in the Fund failing to qualify as a "unit trust" or a "mutual fund trust" within the meaning of the Tax Act.
9. *Sole Undertaking* – The Fund will not engage in any undertaking other than the investment of the Fund's assets in accordance with its investment objective and investment strategies.

If a percentage restriction on investment or use of assets set forth above is adhered to at the time of the transaction, later changes to the market value of the investment or total assets of the Fund will not be considered a violation of the Investment Restrictions or require the elimination of any investment.

## MANAGEMENT OF THE FUND

### **Spartan Fund Management Inc.**

Spartan Fund Management Inc. (“**Spartan**” or the “**Manager**”) will act as Trustee, Manager and Portfolio Manager of the Fund pursuant to the provisions of the Declaration of Trust. As Trustee, Spartan is responsible for the operations of the Fund including the valuation of assets. Spartan may also become a Unitholder by purchasing Units.

Spartan is a Toronto-based private wealth management firm. Through management of private funds and managed accounts on behalf of high net worth and institutional clients, Spartan is active in trading listed equity, currency, commodity and debt markets. The firm utilizes a broad range of strategies including long-short equity, long volatility, relative value option arbitrage, convertible arbitrage as well as opportunistic investment strategies.

Spartan is a corporation incorporated under the *Business Corporations Act* (Ontario) on October 25, 2004. Spartan’s principal and registered office is at 100 Wellington Street West, Suite 2101 TD Centre, Toronto ON M5K 1G8.

### **Duties and Services to be provided by the Manager**

The Manager is responsible for the management and direction of the business, operations and affairs of the Fund on a day-to-day basis in accordance with and subject to the terms of the Declaration of Trust and applicable laws, and to carry out the investment management functions and provide administrative services required by the Fund including, without limitation, authorizing the payment of all fees and operating expenses, preparing financial statements, income tax returns, financial and accounting information as required, ensuring that Unitholders are provided with financial statements (including unaudited interim and audited annual financial statements) and other reports, ensuring that the Fund complies with regulatory requirements, preparing the reports of the Fund to Unitholders, determining the amount of distributions to be paid by the Fund (if any), and retaining and negotiating contractual agreements with third party providers of services, including advisors, administrators, auditors and printers.

The Manager will also provide investment advisory and portfolio management services to the Fund, which will include making all investment decisions, investing the net proceeds of each issuance of Units in the Fund portfolio and managing the Fund portfolio in accordance with the investment objectives of the Fund. The Manager may delegate certain of its powers to third parties where, in the discretion of the Manager, it would be in the best interests of the Fund to do so.

Decisions as to the purchase and sale of securities in the Fund portfolio, as to borrowing by the Fund and as to the execution of all portfolio transactions in the Fund portfolio will be made by the Manager, in accordance with and subject to the terms of the Declaration of Trust. In providing all such services, the Manager is authorized, subject to any regulatory restrictions regarding soft dollar transactions, to cause the Fund to enter into soft dollar arrangements and to effect transactions pursuant to such arrangements. This right does not relieve the Manager from an obligation to obtain best execution and best price for transactions.

The Manager is required in the exercise its powers and discharge its duties to act honestly and in good faith and in the best interests of the Fund and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that the Manager will not be liable in any way for any default, failure or defect in any of the securities comprising the Fund portfolio if it has satisfied the duties and the standard of care, diligence and skill set forth above. The Manager will incur liability, however, in cases of wilful

misconduct, bad faith, gross negligence, disregard of the Manager's standard of care or by any material breach or material default by it of its obligations under the Declaration of Trust.

Unless the Manager resigns or is removed as described below, the Manager will continue as Manager until the Fund terminates. The Manager is deemed to have resigned if the Manager becomes bankrupt or insolvent or in the event the Manager ceases to be resident in Canada for the purposes of the Tax Act. The Manager may not be removed other than by an Extraordinary Resolution (as defined below) of the Unitholders in the event that the Manager is in material breach or material default (including, among other things, wilful misconduct, bad faith, gross negligence or disregard of the Manager's standard of care) of the provisions of the Declaration of Trust and, if capable of being cured, any such breach or default has not been cured within 20 Business Days' notice of such breach or default to the Manager.

In the event that the Manager resigns or is removed as provided above, the Manager shall promptly appoint a successor manager to carry out the activities of the Manager until a meeting of the Unitholders is held to confirm such appointment by a majority of the votes cast. The removal or resignation of the Manager shall only become effective upon the appointment of a replacement manager. If within 90 days from the notice of resignation or removal of the Manager, the Manager has not appointed a replacement manager, the Fund will terminate.

The Declaration of Trust requires the Fund to indemnify the Manager and its directors, officers, partners, employees and agents (collectively, "**Indemnified Persons**"), to the fullest extent permitted by law out of the Fund's property against all liabilities and expenses reasonably incurred in connection with such Indemnified Person being or having been such Manager or a director, officer, partner, employee or agent of the Manager, including in connection with any action, suit or proceeding to which any Indemnified Person may be made a party by reason of their having been such Manager, director, officer, partner, employee or agent of the Manager; with the exception of liabilities and expenses resulting from the Indemnified Person's wilful misconduct, bad faith or breach of its standard of care, or failure to fulfill the duties and obligations pursuant to the Declaration of Trust. No Indemnified Person shall be liable to the Fund for any loss or damage relating to any matter regarding the Fund, including any loss or diminution in the value of the assets of the Fund.

The Manager will receive fees for managing the investment portfolio of the Fund and is entitled to be reimbursed for all expenses and liabilities which are properly incurred by it in connection with the activities of the Fund. See "Fees and Expenses".

### **The Trustee**

Spartan is the Trustee under the Declaration of Trust. The Trustee will be required to resign in certain circumstances or may be removed by Extraordinary Resolution (as defined below) of the Unitholders in the event the Trustee is in material breach or default of the Declaration of Trust and, if capable of being cured, such breach or default has not been cured within 20 Business Days' notice of such breach or default. Any such resignation or removal shall become effective only upon the appointment of a successor trustee. If the Trustee resigns or is removed by Unitholders, the appointment of its successor must be approved by Unitholders. If, after the resignation of the Trustee, no successor has been appointed within 90 days, the Trustee or any Unitholder may apply to a court of competent jurisdiction for the appointment of a successor trustee. If no successor has been appointed by the court within 90 days of the date of any such court application by the Trustee or any Unitholders, the Declaration of Trust and the Fund shall be terminated. The Trustee (or any replacement thereof) must at all times be a resident of Canada for the purposes of the *Income Tax Act* (Canada) (the "**Tax Act**").

The Declaration of Trust provides that the Trustee will not be liable in carrying out its duties thereunder except in cases of wilful misconduct, bad faith, gross negligence or material breach or

default by the Trustee of its obligations under the Declaration of Trust or 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 laws applicable to trustees, or fails to exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in the circumstances. 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 it in carrying out its duties.

Spartan will receive no fee in respect of the provision of services as Trustee and will only be entitled to out-of-pocket expenses properly incurred by it on behalf of the Fund in connection with its duties as Trustee.

## **FEES AND EXPENSES**

### **General**

The Fund shall be liable for, and the Manager shall be entitled to reimbursement from the Fund for, all costs and operating expenses (the “**Operating Expenses**”) actually incurred in connection with the business of the Fund, including but not limited to:

- (a) administrative fees and expenses, custodial fees, registrar and transfer agency fees and expenses, the cost of maintaining the Fund’s existence and regulatory fees and expenses, the cost of consulting, data, statistical services, research, organizational costs, distribution costs, regulatory filing fees, audit fees, legal fees and all reasonable extraordinary or non-recurring expenses which are directly related to the maintenance and management of the Fund along with all reasonable extraordinary or non-recurring expenses; and
- (b) fees and expenses relating to the Fund’s portfolio investments, including the cost of securities, interest on borrowings and commitment fees and related expenses payable to lenders, brokerage fees, commissions and expenses, banking fees, interest expenses and taxes of all kinds to which the Fund are subject.

### **Management Fee**

As compensation for its management services, the Manager will receive a management fee from the Fund in an amount equal to 2.0% per annum of the Net Asset Value attributable to the Class A Units and 1.0% per annum of the Net Asset Value attributable to the Class F Units (which in the case of Class A Units includes a 1% trailer fee payable to brokers, dealers and advisors), calculated and payable on each Valuation Date in arrears, plus applicable taxes. See “Fees and Expenses”.

### **Dealer Compensation**

There is no upfront commission payable to the Manager in respect of Units purchased directly by a subscriber through the Manager. A subscriber may pay a negotiated fee if purchasing through a registered dealer. Any such fee will be payable by the purchaser to the dealer.

In respect Class A Units, the Manager will pay registered dealers a servicing commission based on the aggregate market value of their clients’ investment in Class A Units of the Fund, at an annualized rate of 1%, calculated monthly and paid on a quarterly basis in arrears approximately 20 days after the determination of the quarter-end Net Asset Value of the Class

A Units. A registered dealer is entitled to such fees in respect of Class A Units for so long as its clients hold those Units.

There is no sales commission payable or service commission payable in respect of an investor's investment in Class F Shares.

Subject to applicable law, the Manager may pay a rebate, negotiated referral fee or trailing commission to subscribers, dealers or other persons in connection with a sale of any Units, provided in the case of payments to dealers, subscribers are advised in writing by the selling dealer of any such fee at the time of investment.

### **Performance Fee**

The performance amount per Unit (the "**Performance Amount**") in respect of a calendar quarter is equal to 20% in the case of Class A Units and Class F Units, of the amount, plus applicable taxes, by which the NAV per relevant Unit at the end of such calendar quarter (plus the aggregate amount of all distributions declared on such Unit during such calendar quarter) exceeds either the highest calendar quarter end NAV per such Unit previously achieved (the "**High Water Mark**") or, in respect of the first calendar quarter, the initial subscription NAV per relevant Unit. In order to facilitate an equitable allocation of the performance fee payable to the Manager amongst all Unitholders, a series accounting methodology is used to track the performance fee applicable to each Unitholder.

## **PURCHASE OF UNITS**

### **General**

The Fund is offering an unlimited number of Class A Units and Class F Units. Units are being offered on a private placement basis only in all provinces and territories of Canada and the Fund is exempt from the requirement that the Fund file a prospectus with the relevant Canadian securities regulatory authorities. Closings may occur at the discretion of the Manager on each Valuation Date, subject to applicable law. Pursuant to the Declaration of Trust, Units cannot be held by an investor that would be a "designated beneficiary" for the purposes of Part XII.2 of the Tax Act while the Fund does not qualify as a mutual fund trust for purposes of the Tax Act. At no time may (i) non-residents of Canada, (ii) partnerships that are not Canadian partnerships or (iii) a combination of non-residents of Canada and such partnerships (all as defined in the Tax Act) be the beneficial owners of a majority of the Units. No more than 45% of the Units may be held by financial institutions, all for purposes of the Tax Act. See "Ownership Restrictions".

### **Prospectus Exemptions**

The Units are being sold only on a private placement basis by the Manager and by other qualified dealers, and the Fund is exempt from the requirement that the Fund prepare and file a prospectus with the relevant Canadian securities regulatory authorities. A prospective investor must establish to the Manager's satisfaction that the investor is investing as principal (and not for or on behalf of any other persons) and is an "accredited investor" under applicable securities laws.

Prospective investors will be required to make certain representations in the subscription agreement and the Manager will rely on such representations to establish the availability of an exemption from the prospectus requirement. No subscription will be accepted unless the Manager is satisfied that the subscription is in compliance with applicable securities laws.

### **Subscription Procedure**

Prospective investors who wish to subscribe for Units must complete, execute and deliver the subscription agreement which accompanies this Offering Memorandum to their registered dealer or the Manager, together with a cheque (or other form of funds transfer acceptable to the Manager)

representing payment of the subscription price. Subscription forms and cleared funds received on the last Business Day of a month (or such later date as may be determined by the Manager) will be accepted as of the Valuation Date in such month. Subscriptions received after that date will be accepted as of the next Valuation Date. Units will be deemed to be issued on the next Business Day based on the NAV per Unit on such Valuation Date. See “Valuation of Assets and Computation of Net Asset Value.”

Subscriptions for Units are subject to acceptance or rejection in whole or in part by the Manager in its sole discretion. In the event a subscription for Units is rejected, any subscription funds forwarded by the subscriber will be returned without interest or deduction.

### **Minimum Subscription**

The minimum subscription amount is \$25,000 for Class A Units and Class F Units or such lesser amount at the Manager on behalf of the Fund may accept.

### **Offering Price**

Units issued at the initial closing date will be issued at a price of \$10.00. Thereafter, Units will be issued at the NAV per Unit on the applicable Valuation Date.

## **RETRACTION AND REDEMPTION**

### **Retraction at the Option of the Unitholder**

Units may be surrendered on each Valuation Date provided the Administrator receives notice in writing on or before seven calendar days prior to the Valuation Date on which the retraction is to be made, subject to the Fund’s right to suspend retractions in certain circumstances (as described below). To ensure notice is received by the Administrator, the Unitholder should contact the Manager (if the Unitholder originally subscribed for Units directly from the Fund) or the Unitholder’s investment advisor or broker.

A Unitholder who surrenders a Unit for retraction will be entitled to receive an amount equal to the NAV per relevant Unit determined as of the Retraction Date less any brokerage fees and commissions (the “**Retraction Price**”), and will receive payment of the Retraction Price on or before the tenth Business Day following the Retraction Date.

**A Unitholder who has purchased Units through an investment advisor or broker should obtain further information from his or her investment advisor or broker to determine the timing and other procedural requirements of such investment advisor or broker in connection with the retraction of Units.**

### **Redemption at the Option of the Manager**

Units may be redeemed by the Fund at any time on not less than 5 days’ notice at a price per Unit equal to the NAV per relevant Unit determined as of the date scheduled for redemption less any applicable fees and commissions.

## **RESALE RESTRICTIONS**

The distribution of Units in Canada is being made pursuant to this Offering Memorandum only on a private placement basis and is exempt from the requirement that the Fund prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Accordingly, any resale of the

Units that is permitted pursuant to the Declaration of Trust must be in accordance with applicable securities laws, which will vary depending on the relevant jurisdiction, and which may require resales to be made in accordance with, or pursuant to exemptions from, prospectus and, registration requirements.

Furthermore, no transfers of Units may be effected unless the Manager, in its sole discretion, approves both the transfer and the proposed transferee. There is no market for the Units and no market is expected to develop, therefore it may be difficult or even impossible for the Unitholder to sell or transfer the Units.

Prospective investors are advised to consult with their legal advisors concerning restrictions on resale and are further advised against reselling or transferring their Units until they have determined that any such resale or transfer is in compliance with the requirements of applicable securities law and the Declaration of Trust.

### OWNERSHIP RESTRICTIONS

The Manager may, in its sole discretion, limit participation in the Fund by non-residents. Each prospective Unitholder is required, upon request by the Manager, to provide evidence that they are not a non-resident of Canada within the meaning of the Tax Act. In the event a Unitholder fails to comply with such a request, or if the Manager otherwise determines that a Unitholder no longer satisfies such requirements, the Manager, by written notice directly to such Unitholder may redeem all Units held by such a Unitholder at a redemption price determined in accordance with the section entitled "Valuation of Assets and Computation of Net Asset Value" set forth below.

### VALUATION OF ASSETS AND COMPUTATION OF NET ASSET VALUE

The Valuation Agent shall determine the Net Asset Value of the class of Units and Net Asset Value per Unit of each series of the Fund as at 4:00 p.m. (Toronto time) (the "**Valuation Time**") on the last Business Day of each month and any other date on which the Manager elects, in its discretion, to calculate the Net Asset Value per Units of a series (each, a "**Valuation Date**").

The net asset value of the Fund, as of any Valuation Date, shall equal the aggregate value of all the property and assets of the Fund held in trust by the Trustee pursuant to the terms of the Declaration of Trust (the "**Fund Property**") as of the Valuation Date, less an amount equal to all liabilities of the Fund as of that Valuation Date (the "**Net Asset Value**"). The Net Asset Value per Unit of a class shall be calculated by dividing the Net Asset Value of the Fund attributable to each class of Units on the Valuation Date by the number of Units of each class then outstanding (the "**NAV per Unit**"), prior to any issuance or retraction (including any exchange) of Units of such class to be processed by the Fund immediately after the Valuation Time on that Valuation Date.

For the purpose of calculating Net Asset Value of the Fund on a Valuation Date, the Fund Property, and any short positions, of the Trust on such Valuation Date will be determined as follows:

- (a) the value of any cash or its equivalent on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, distributions, dividends or other amounts received (or declared to holders of record of securities owned by the Fund, as applicable, on a date before the Valuation Date as of which the Net Asset Value is being determined, and to be received) and interest accrued and not yet received, shall be deemed to be the full amount thereof provided that if the Manager or the Valuation Agent has determined that any such deposit, bill, demand note, accounts receivable, prepaid expense, distribution, dividend or other amount received (or declared to holders of record of securities owned by the Fund, as applicable, on a date before the Valuation Date as of which the Net Asset Value is being determined, and to be received) or interest accrued and not yet received is not otherwise worth the full amount thereof, the value thereof

shall be deemed to be such value as the Manager or the Valuation Agent determines to be the fair market value thereof;

- (b) the value of any security which is listed or traded upon a stock exchange (or if more than one, on the principal stock exchange for the security, as determined by the Valuation Agent) will be determined by taking the latest available sale price of recent date, or lacking any recent sales or any record thereof, the simple average of the latest available offer price and the latest available bid price (unless in the opinion of the Valuation Agent such value does not reflect the value thereof and in which case the latest offer price or bid price will be used), as at the Valuation Date on which the aggregate value of the Fund Property is being determined, all as reported by any means in common use;
- (c) the value of any bonds, debentures and other debt obligations will be valued by taking the average of the bid and ask prices quoted by a major dealer or recognized information provider in such securities on a Valuation Date at such times as the Valuation Agent, in its discretion, deems appropriate. Short-term investments including notes and money market instruments will be valued at cost plus accrued interest;
- (d) the value of any security which is traded over-the-counter will be priced at the average of the last bid and asked prices quoted by a major dealer or recognized information provider in such securities;
- (e) the value of any security or other asset for which a market quotation is not readily available will be its fair market value on the Valuation Date on which the total assets are being determined as determined by the Manager or Valuation Agent (generally such asset will be valued at cost until there is a clear indication of an increase or decrease in value);
- (f) any market price reported in currency other than Canadian dollars shall be converted into Canadian funds by applying the rate of exchange obtained from the best available sources to the Manager or Valuation Agent including, but not limited to, their respective affiliates;
- (g) listed securities subject to a hold period will be valued as described above with an appropriate discount if deemed appropriate as determined by the Manager or Valuation Agent and investments in other assets for which no published market exists will be valued at the lesser of cost and the most recent value at which such securities have been exchanged in an arm's length transaction which approximates a trade effected in a published market, unless a different fair market value is determined to be appropriate by the Manager or Valuation Agent; and
- (h) the value of any security or property to which, in the opinion of the Manager or Valuation Agent (in consultation with the Manager), the above principles cannot be applied (whether because no price or yield equivalent quotations are available as above provided, or for any other reason) shall be the fair market value thereof determined in good faith in such manner as the Manager or Valuation Agent, in consultation with the Manager, from time to time adopts.

For the purposes of the foregoing rules, quotations may be obtained from any report in common use, or from a reputable broker or other financial institution, provided always that the Valuation Agent shall retain sole discretion to use such information and methods as it deems to be necessary or desirable for valuing the assets of the Fund, including the use of a formula computation.

For the purposes of the foregoing rules, any values or quotations that are supplied to the Valuation Agent by a third party acceptable to the Manager including without limitation the Manager, Portfolio Manager or any of their agents may be relied upon by the Valuation Agent. The Valuation Agent shall not be required to make any investigation or inquiry as to the accuracy or validity of such values or quotations and shall be held harmless and shall not be responsible nor held liable whatsoever for any loss or damage in so relying.

The NAV per Unit will be calculated in accordance with the rules and policies of the Canadian securities administrators or in accordance with any exemption therefrom that the Fund may obtain ("**Transaction NAV**"). The NAV per Unit determined in accordance with the principles set out above may differ from NAV per Unit determined under Canadian GAAP ("**GAAP NAV**"). The GAAP NAV will be used for financial statement reporting purposes and a reconciliation between GAAP NAV and Transaction NAV will be included.

### DISTRIBUTIONS TO UNITHOLDERS

The Fund does not currently intend to pay regular cash distributions but may do so in the future. Distributions will only be paid to the extent that the Trustee determines that it would be advantageous for the Fund to make such distributions.

It is the Fund's policy to distribute annually to investors sufficient income and capital gains (net of applicable losses) so that it effectively will not pay any Canadian federal income tax under Part I of the Tax Act. The Fund will distribute its annual taxable income and net realized capital gains to Unitholders by December 31 of each year and at such other times as determined by the Manager. All such distributions of the Fund will be automatically reinvested, without charge, in additional Units at the NAV per Unit and on the date of each distribution the Units will be automatically consolidated into that number of Units outstanding immediately prior to the distribution. Accordingly, the effect of such distributions will generally be to increase the adjusted cost base of the Units, not the number of Units outstanding.

### MEETINGS OF UNITHOLDERS

The Fund does not intend to hold annual meetings of Unitholders. The Manager may, at any time, convene a meeting of the Unitholders and will be required to convene a meeting on receipt of a request in writing of Unitholders holding 25% or more of Units outstanding. Each Unitholder is entitled to one vote for each Unit held. A quorum for ordinary meetings of Unitholders will consist of two or more Unitholders present in person or by proxy and representing not less than 25% of Units outstanding. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting, if convened pursuant to a request of Unitholders, will be cancelled, but otherwise will be adjourned to another day, not more than 10 days later, selected by the Manager and notice will be given to the Unitholders of such adjourned meeting. The Unitholders present at any adjourned meeting will constitute a quorum.

Certain matters require the approval of Unitholders by extraordinary resolution (an "**Extraordinary Resolution**"). An Extraordinary Resolution is a resolution passed by Unitholders holding not less than 75% of Units voting thereon at a meeting duly convened for the consideration of such matter. A quorum for any meeting convened to consider a matter requiring the approval of Unitholders by Extraordinary Resolution will consist of two or more Unitholders present in person or by proxy and representing not less than 10% of Units then outstanding.

The matters which require Unitholder approval by Extraordinary Resolution include the removal of the Trustee or the Manager, the termination of the Fund and certain matters described below under "Amendments to the Declaration of Trust".

### AMENDMENTS TO THE DECLARATION OF TRUST

Except as described below, the Declaration of Trust may only be amended with the consent of Unitholders. Changes, in any manner, to the investment objective of the Fund or the liability of any Unitholder require approval by Extraordinary Resolution.

The Manager is entitled, without the consent of Unitholders, to make certain amendments to the Declaration of Trust to make any change or correction which is of a typographical nature or is required to cure or correct a clerical omission, for the purpose of curing an ambiguity in the Declaration of Trust, for the purpose of supplementing any provision which may be defective or inconsistent with another provision, purpose of compliance with applicable law, for the purpose of conforming the Declaration of Trust with current administrative practice or to provide additional protection to Unitholders. Such amendments may be made only if they will not materially, adversely affect the interest of any Unitholder. The Manager may also amend the Declaration of Trust to change the investment strategies and/or restrictions of the Trust without Unitholder approval. Any amendments made by the Manager without the consent of the Unitholders will be disclosed in the next regularly scheduled report to Unitholders. In addition to any other provision in the Declaration of Trust, Unitholders will be given not less than 60 days written notice before any of the following changes may be implemented:

- (a) a material change to the Declaration of Trust or to any management agreement executed by the Manager on behalf of the Fund;
- (b) a change of the Manager, or the delegation by the Manager of day-to-day management responsibilities for the business and affairs of the Fund to another entity;
- (c) a change in the fundamental investment objective of the Fund; or
- (d) a decrease in the frequency of calculating the Net Asset Value.

### TERMINATION OF THE FUND

The Fund will continue until the removal or resignation of the Trustee or the Manager as described under "Management of the Fund" or the Manager determines to terminate the Fund. The Manager, may, in its discretion, terminate the Fund without the approval of Unitholders if, in the opinion of the Manager, the Net Asset Value of the Fund is reduced as the result of retractions or otherwise so that it is no longer economically feasible to continue the Fund and it would be in the best interests of the Unitholders to terminate the Fund. The Fund will provide Unitholders with notice in writing no less than 30 days and no more than 60 days prior to such termination.

Upon any termination of the Fund, the Manager will sell or redeem or cause to be sold or redeemed all investments which then form part of the property of the Fund and, after paying outstanding liabilities (including any payments owing to the Manager), the Fund will distribute its remaining assets attributable to a series of Units *pro rata* to the Unitholders of such series. The remaining assets of the Fund may be distributed *in specie*, it being in the absolute discretion of the Manager which assets are distributed *in specie* and, for such purposes, Fund Property need not be distributed *pro rata*.

### AUDITORS

The auditors of the Fund are Deloitte LLP.

### ADMINISTRATOR

SGGG Fund Services Inc. (the "Administrator") has been appointed by the Manager to provide administrative services to the Fund.

The Administrator will calculate the Net Asset Value of the Fund and subscription, retraction and redemption prices, maintain the accounting books and records of the Fund, maintain the register of Unitholders of the Fund and process subscriptions, retraction requests, transfer requests and redemptions. The Administrator may at its own expense appoint an agent or delegate to perform any of the aforementioned services.

The administration agreement contains certain disclaimers of liability by the Administrator, for example, in calculating the Net Asset Value of the Fund the Administrator may use pricing information supplied by the Manager (or any affiliate thereof), pricing services, brokers, market makers or other intermediaries and will not be liable for any loss suffered by the Fund by reason of any error in calculation resulting from any inaccuracy in the information provided.

The Administrator will not be responsible for ensuring that the investment transactions comply with the investment objectives and policies set forth in this Offering Memorandum. The Administrator will not be liable for the failure by the Manager to adhere to any investment objective, investment policy, investment restrictions or borrowing restrictions for or imposed upon the Fund.

The Manager, and not the Administrator, is responsible for determining that the Units of the Fund are marketed and sold in compliance with all applicable securities and laws.

The Administrator may terminate its relationship with the Fund, and the Fund may terminate its relationship with The Administrator, at any time upon at least 60 days' prior written notice to the other party (or upon such shorter notice as the other party may agree to accept). The administration agreement may also be terminated immediately by either party under certain circumstances.

#### **PRIME BROKER AND CUSTODIAN**

Pursuant to a settlement services agreement (the "**Settlement Services Agreement**"), CIBC World Markets Inc., is the custodian and prime broker for the assets of the Fund (collectively the "**Prime Broker**").

The Prime Broker will be responsible for the safekeeping of all of the investments and other assets of the Fund delivered to it and will act as the custodian of such assets, other than assets of the Fund transferred to another entity, as the case may be, as collateral or margin. The Prime Broker may also provide the Fund with financing lines and short-selling facilities. The Fund reserves the right, without notice to Unitholders in its discretion, to change the custodial and prime brokerage arrangements including the appointment of a replacement custodian or prime broker and/or additional prime brokers.

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

#### **REPORTS TO UNITHOLDERS**

The audited annual and unaudited semi-annual financial statements of the Fund will be prepared and sent to Unitholders who elect to receive the financial statements in conformity with applicable securities laws, as these may be amended from time to time. Audited financial statements will be sent within 90 days of each fiscal year end and unaudited semi-annual financial statements of the Fund will be sent within 60 days of the end of the most recent interim period.

Within 90 days after the end of each fiscal year, the Manager will forward to each Unitholder the audited financial statements for such fiscal year together with a report on taxable income or loss and distributions of cash to the Manager and the Unitholders for such fiscal period and tax information to enable each Unitholder to properly complete and file his or her tax returns in Canada in relation to

an investment in Units. The annual financial statements of the Fund will be audited by the Fund's auditors in accordance with Canadian generally accepted auditing standards. The Fund intends to rely on an exemption from the requirement to file its financial statements with the securities regulators pursuant to section 2.11 of NI 81-106. In order to rely on the exemption, the Fund will prepare and distribute its financial statements in accordance with the requirements of NI 81-106.

### CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is, as of March 31, 2012, a summary 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. This summary is applicable to a Unitholder who is an individual (other than a trust) and who, for the purposes of the Tax Act, is resident in Canada, deals at arm's length and is not affiliated with the Fund and holds Units as capital property. Generally, Units will be considered to be capital property to a Unitholder provided that the Unitholder does not hold such securities in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure in the nature of trade.

This summary is based on the provisions of the Tax Act and the regulations thereunder, the published administrative and assessing practices of the Canada Revenue Agency (the "CRA") and all specific proposals to amend the Tax Act and regulations thereunder publicly announced by the Minister of Finance (Canada) prior to March 31, 2012 (the "Tax Proposals"). On October 31, 2003, the Department of Finance released, for public consultation, draft proposed amendments (the "October 31 Proposals") to the Tax Act that would require, for taxation years commencing after 2004, that there be a reasonable expectation of profit from a business or property for a taxpayer to realize a loss from such business or property, and that make it clear that profit in this sense does not include capital gains. The October 31 Proposals could, among other things, adversely affect a Unitholder who has borrowed funds in connection with the acquisition of Units. On February 23, 2005 the Department of Finance announced that it is developing an alternative proposal to the October 31 Proposals which it intends to release for comment. To date, no such alternative proposal has been released. This summary does not address the tax consequences of borrowing to acquire Units. This summary assumes that the Tax Proposals will be enacted as proposed, although there is no assurance in this regard. This summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account provincial or foreign income tax legislation or considerations.

This summary is also based on the assumption that the Fund will at no time be a "SIFT trust" for the purposes of the Tax Act. Provided that units of, or other investments in, the Fund are not listed or traded on a stock exchange or other public market, the Fund will not be a SIFT trust for the purposes of the Tax Act.

**This summary is not exhaustive of all possible Canadian federal tax considerations applicable to an investment in Units. Moreover, the income and other tax consequences of acquiring, holding or disposing of Units will vary depending on the prospective investor's particular circumstances including the province or provinces in which the prospective 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. Prospective investors should consult their own tax advisors for advice with respect to the income tax consequences of an investment in Units, based on their particular circumstances.**

#### Status of the Fund

This summary is based on the assumption that the Fund will qualify at all times as a "unit trust" and not a "mutual fund trust" within the meaning of the Tax Act.

### **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 net realized taxable capital gains, computed as if it were an individual resident in Canada. The Fund will be entitled to deduct, in computing its income in each taxation year reasonable administrative expenses along with fees incurred to earn income. The Fund will be entitled to deduct the costs incurred by it in connection with the issuance of Units on a five-year, straight-line basis, subject to proration for short taxation years. The Fund is also entitled to deduct in computing its income for a taxation year the portion thereof that it claims in respect of the amount paid or payable to Unitholders in the year. Provided the Fund makes distributions in each year of its net income and net realized capital gains as described under "Distributions", it will generally not be liable in such year for income tax under Part I of the Tax Act.

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

On a disposition of an investment held by the Fund that is capital property, the Fund will realize a capital gain (or capital loss) to the extent that the aggregate of the proceeds of disposition exceed (or are exceeded by) the adjusted cost base of such investment and any reasonable costs of disposition.

Capital gains which may arise upon the sale of securities in connection with redemptions and retractions of Units will be allocated to the redeeming or retracting Unitholder.

The Tax Act provides for a special tax on designated income of certain trusts (other than mutual fund trusts) which have designated beneficiaries. The Declaration of Trust prohibits an investment in Units by designated beneficiaries while the Fund does not qualify as a mutual fund trust and so it is not expected that Part XII.2 tax will be payable by the Fund. Certain income of the Fund may give rise to liability for alternative minimum tax.

### **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 in the taxation year. 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, except to the extent such amount is the non-taxable portion of a capital gain of the Fund the taxable portion of which was designated to the Unitholder.

Provided that appropriate designations are made by the Fund, such portion of (a) the net realized taxable capital gains of the Fund, and (b) the taxable dividends 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. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the normal gross-up and dividend tax credit rules will apply, including the enhanced dividend tax credit in respect of "eligible dividends" paid by Canadian corporations.

Under the Tax Act, the Fund is permitted to deduct in computing its income for a taxation year an amount which 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 without affecting the ability of the Fund to distribute its income annually. The amount distributed to a Unitholder but not deducted by the Fund will not be included in the Unitholder's income but will be a return of capital and the adjusted cost base of the Unitholder's Units will be reduced by such amount.

The NAV per Unit will reflect any income and gains of the Fund that have accrued at the time 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.

On the disposition or deemed disposition of a Unit, a Unitholder will generally realize a capital gain (or capital loss) to the extent that the Unitholder's proceeds of disposition exceed (or are exceeded by) the aggregate of the adjusted cost base of Units and any reasonable costs of disposition. For the purpose of determining the adjusted cost base to a Unitholder, when a Unit is acquired, the cost of the newly-acquired Units will be averaged with the adjusted cost base of all Units owned by the Unitholder as capital property before that time. For this purpose the cost of Units that have been issued as a distribution or on the automatic reinvestment of income or distributions (as contemplated under "Distributions to Unitholders") will generally be equal to the amount of the capital gain distributed to the Unitholder that has been reinvested in Units.

One-half of any capital gain ("**taxable capital gain**") realized on the disposition of Units will be included in the Unitholder's income and one-half of any capital loss ("**allowable capital loss**") realized may be deducted from taxable capital gains in accordance with the provisions of the Tax Act.

In general terms, net income of the Fund paid or payable to a Unitholder that is designated as net realized taxable capital gains or as dividends and capital gains on the disposition of Units may increase the Unitholder's liability for alternative minimum tax.

#### **ELIGIBILITY FOR INVESTMENT**

Units will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, tax-free savings accounts, deferred profit sharing plans, registered education savings plans, or registered disability savings plans ("**Deferred Plans**") provided the Fund is a registered investment under the Tax Act in respect of such plans and funds. Notwithstanding the foregoing, if a Unit is a "prohibited investment" for a tax-free savings account (TFSA) or for a registered retirement savings plan (RRSP) or a registered retirement income fund (RRIF) a holder of a TFSA, or an annuitant of the RRSP or RRIF, as the case may be, (each a "Plan Holder") will, among other things, be subject to a penalty tax as a set out in the Tax Act. Plan Holders are advised to consult with their own tax advisors with respect to whether Units are "prohibited investments" in their particular circumstances.

#### **RISK FACTORS**

Investment in Units involves certain risk factors, including risks associated with the Fund's investment strategies. The following risks of the Fund should be carefully evaluated by prospective investors.

#### **Risks Associated with an Investment in the Fund**

##### *Limited Operating History*

Although the persons involved in the management of the Fund and the service providers to the Fund, as the case may be, have had long experience in their respective fields of specialization, the Fund has no prior operating and performance history upon which prospective investors can evaluate the Fund's performance.

*Limited Ability to Liquidate Investment*

There is no formal market for the Units and one is not expected to develop. Accordingly, it is possible that Unitholders may not be able to resell their Units other than by way of retraction of their Units at any Valuation Date subject to the limitations described under “Redemption and Retraction”. Unitholders 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. This offering of Units is not qualified by way of prospectus, and consequently the resale of Units is subject to restrictions under applicable securities law.

*Reliance on the Manager*

The Fund relies on the ability of the Manager to manage the assets of the Fund. The Manager will make investment decisions upon which the success of the Fund will depend significantly. No assurance can be given that the investment approaches utilized by the Manager will prove successful. There can be no assurance that satisfactory replacements for the Manager will be available, if needed. Removal of the Manager will not terminate the Fund, but will expose Unitholders to the risks involved in whatever new investment management arrangements the replacement advisor is able to negotiate. In addition, the liquidation of positions held for the Fund as a result of the resignation or removal of the Manager may cause substantial losses to the Fund.

*Not a Public Mutual Fund*

Although the Fund is a “mutual fund” as defined in the securities legislation applicable in certain provinces, it does not operate in accordance with the requirements of National Instrument 81-102 – *Mutual Funds* and other policies and regulations of the securities regulatory authorities that are applicable to mutual funds that have offered securities under a prospectus and are reporting issuers. As a result, the Fund is not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of the Fund’s portfolio.

*Tax Related Risks*

In determining its income for tax purposes, the Fund will generally treat gains or losses on the disposition of securities as capital gains and capital losses. The CRA’s practice is not to grant advance income tax rulings on the characterization of items as capital gains or income and no advance income tax ruling has been requested or obtained.

If the Fund fails or ceases to qualify as a “registered investment” for Deferred Plans under the Tax Act the income tax considerations described above under the heading “Eligibility for Investment” would be materially and adversely different in certain respects.

If the Fund holds property that is not a qualified investment for registered retirement savings plans, registered retirement income funds and deferred profit sharing plans at the end of a month where the Fund is a registered investment for such plans, it may be subject to a penalty tax in respect of such holdings under Part X.2 of the Tax Act.

If units of, or other investments in, the Fund are listed or traded on a stock exchange or other public market, the taxes in respect of “SIFT trusts” in the Tax Act may apply to the Fund.

*Possible Effect of Retraction*

Substantial retractions of Units could require the Fund to liquidate positions more rapidly than otherwise desirable to raise the necessary cash to fund retractions and achieve a market position appropriately reflecting a smaller asset base. Such factors could adversely affect the value of the Units redeemed and of the Units remaining outstanding.

### *Charges to the Fund*

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

### *Potential Indemnification Obligations*

Under certain circumstances, the Fund may be subject to significant indemnification obligations in respect of the Manager, any portfolio manager or other related parties. The Fund will not carry any insurance to cover such potential obligations and none of the foregoing parties will be insured for losses for which the Fund has agreed to indemnify them. Any indemnification paid by the Fund would reduce the Fund's Net Asset Value and, by extension, the value of the Units.

### *Lack of Independent Experts Representing Unitholders*

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

### *Changes in Investment Strategy*

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.

### *Trade Errors*

This includes situations where the transaction was incorrectly executed: (i) in the wrong security; (ii) on the wrong side of the market; (iii) outside of the price instructions; (iv) for a quantity greater than specified in the instructions; or (v) duplicating a prior execution of the same original order.

### *Valuation of the Fund's Investments*

While the Fund is independently audited by its auditors on an annual basis in order to ensure as fair and accurate a pricing as possible, valuation of the Fund's securities and other investments may involve uncertainties and subjective 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.

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

might otherwise if the actual value of such investments is lower than the value designated by the Fund. The Fund does not intend to adjust the Net Asset Value of the Fund retroactively.

*No Involvement of Unaffiliated Selling Agent*

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

*Use of a Prime Broker to Hold Assets*

Some or all of the Fund's assets may be held in one or more margin accounts. The margin accounts may provide less segregation of customer assets than would be the case with a more conventional custody arrangement. The prime broker may also lend, pledge or hypothecate the Fund's assets in such accounts, which may result in a potential loss of such assets. As a result, the Fund's assets could be frozen and inaccessible for withdrawal or subsequent trading for an extended period of time if the prime broker experiences financial difficulty. In such case, the Fund may experience losses due to insufficient assets at the prime broker to satisfy the claims of its creditors, and adverse market movements while its positions cannot be traded.

*Securities Lending*

The Fund may engage in securities lending. Although the Fund will receive collateral for the loans and such collateral is marked to market, the Fund will be exposed to the risk of loss should the borrower default on its obligation to return the borrowed securities and the collateral is insufficient to reconstitute the portfolio of loaned securities.

*Potential Unitholder Liability*

The Fund is a unit trust and, as such, the Unitholders do not receive the protection of statutorily mandated limited liability as in the case of shareholders of most Canadian corporations or unitholders of trusts that have filed a prospectus in certain jurisdictions. There is no guarantee, therefore, that Unitholders could not be made party to legal action in connection with the Fund. However, the Declaration of Trust will provide that no Unitholder, in its capacity as such, will be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Fund's property or the obligations or the affairs of the Fund and all such persons will look solely to the Fund's property for satisfaction of claims of any nature arising out of or in connection therewith and the Fund's property only will be subject to levy or execution. Pursuant to the Declaration of Trust, the Fund will indemnify and hold harmless out of the Fund's assets each Unitholder from any costs, damages, liabilities, expenses, charges and losses suffered by a Unitholder resulting from or arising out of such Unitholder not having limited liability.

The Declaration of Trust provides that the Manager will use reasonable means to cause the Fund's operations to be conducted in such a way as to minimize any such risk and, in particular, where feasible, to cause every written contract or commitment of the Fund to contain an express disavowal of liability of Unitholders.

In any event, it is considered that the risk of any personal liability of Unitholders is minimal in view of the anticipated equity of the Fund, and the nature of its activities. 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.

**Risks Associated with the Fund's Portfolio**

*General Economic and Market Conditions*

The success of the Fund's activities may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes

in laws, and national and international political circumstances. These factors may affect the level and volatility of securities prices and the liquidity of the Fund's investments. Unexpected volatility or illiquidity could impair the Fund's profitability or result in losses.

#### *Liquidity of Underlying Investments*

Some of the securities in which the Fund intends to invest may be thinly traded. There are no restrictions on the investment of Fund assets in illiquid securities. Given certain potential market conditions, it is possible that the Fund may not be able to sell or repurchase significant portions of such positions without facing substantially adverse prices. If the Fund is required to transact in such securities before its intended investment horizon, the performance of the Fund could suffer.

#### *Equity Securities*

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

#### *Currency Risk*

Investment in securities denominated in a currency other than Canadian dollars will be affected by the changes in the value of Canadian dollar in relations to the value of the currency in which the security is denominated. Thus the value of securities within the Fund may be worth more or less depending on their susceptibility to foreign exchange rates. Although the Fund intends to hedge a substantial part of the foreign currency risk of the Fund there can be no assurances that such hedge will be effective.

#### *Foreign Investment Risk*

To the extent that the Fund invests in securities of foreign issuers, it will be affected by world economic factors and in many cases by the value of the Canadian dollar as measured against foreign currencies. Obtaining complete information about potential investments from foreign markets may also be of greater difficulty. Foreign issuers may not follow certain standards that are applicable in North America, such as accounting, auditing, financial reporting and other disclosure requirements. Political 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 securities.

#### *Options*

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

### **Risks of Special Techniques**

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

*Short Sales*

The possible losses to the Fund from a short sale of security differ from losses that could be incurred from a long position in the security. Losses from a short sale may be unlimited. Losses from a long position are limited to the total amount of the investment. Short positions require the borrowing of stock from another party. A recall of borrowed stock could cause the Fund to close out a short position at a disadvantageous price.

*Leverage*

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

*Concentration*

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

*Liquidity*

If the Fund is required to sell securities before its intended investment horizon, for example as a result of retractions, the performance of the Fund could suffer. The Fund will be affected by those securities that are difficult to sell because they are not traded regularly. Difficulty in selling securities may result in a loss or a costly delay.

*Hedging*

Although a hedge is intended to reduce risk, it does not eliminate risk entirely and it is not always possible to implement a perfect hedge. A hedging strategy may not be effective. A hedge can also result in a loss in the case of an extraordinary event. There are several such possible cases including, but not limited to: (i) a cease trade order being issued in respect of the underlying security, (ii) the inability to maintain a short position, due to the repurchase or redemption of shares by the issuing company, (iii) disappearance of any conversion premium due to premature redemptions, changes in conversion terms or changes in an issuer's dividend policy, (iv) credit quality considerations, such as bond defaults and (v) lack of liquidity during market panics. To protect the Fund's capital against the occurrence of such events, the Manager will attempt to maintain a diversified portfolio.

*Suspension of Trading*

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

**The foregoing risk factors do not purport to be a complete explanation of all risks involved in purchasing Units. Potential investors should read this entire Offering Memorandum and consult with their legal and other professional advisors before determining to invest in Units.**

## CONFLICTS OF INTEREST

Spartan will act as Trustee, Manager and Portfolio Manager of the Fund and may also act as a dealer with respect to the Units.

The services of the Trustee and Manager to the Trust are not exclusive. The Manager currently serves as the manager and portfolio manager of other funds listed on the Manager's website

(www.spartanfunds.ca) in addition to the Fund, and may in the future manage the trading for other trusts, limited partnerships or other investment funds or accounts in addition to the Fund. In the event that the Manager elects to undertake such activities and other business activities in the future, the Manager and its principals may be subject to conflicting demands in respect of allocating management time, services and other functions. The Manager and its principals and affiliates will endeavour to treat each investment pool and managed account fairly and not to favour one account or pool over another.

The Declaration of Trust acknowledges that the Trustee and Manager may provide services to the Trust in other capacities, provided that the terms of any such arrangements are no less favourable to the Trust than those which would be obtained from other arm's length parties for comparable services.

In executing its duties on behalf of the Fund, the Manager will be subject to the provisions of the Declaration of Trust, which provide that the Manager will execute its duties in good faith and with a view to the best interests of the Fund.

**The securities laws of the Province of Ontario require securities dealers and advisors, 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, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisors, 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 advisor.**

The Fund is a connected issuer of the Manager. The Manager, in its capacity as an exempt market dealer to the Fund, is offering the Units on a private placement basis. The Manager receives management and performance fees from the Fund, based on the Net Asset Value of the Fund, from time to time. See "Fees and Expenses" and "Valuation of Assets and Computation of Net Asset Value" above.

The Fund may, subject to compliance with applicable securities law, also invest in entities related to the Manager or purchase a security of an issuer in which a responsible person or an associate of a responsible person is a partner, officer or director. A "responsible person" means, for a registered adviser, (a) the adviser, (b) a partner, director or officer of the adviser, and (c) each of the following who has access to, or participates in formulating, an investment decision made on behalf of a client of the adviser or advice to be given to a client of the adviser: (i) an employee or agent of the adviser; (ii) an affiliate of the adviser; and (iii) a partner, director, officer, employee or agent of an affiliate of the adviser.

#### **MATERIAL CONTRACTS**

The only material contracts of the Fund are the Declaration of Trust and the Investment Management Agreement (the "**Material Contracts**"). A copy of such Material Contracts may be inspected by Unitholders at the principal office of the Manager during normal business hours. To the extent there is any inconsistency or conflict between any of the Material Contracts and this Offering Memorandum, the provisions of the Material Contracts shall prevail.

#### **CURRENCY**

Unless otherwise specified, all references herein to "\$" or dollars are references to Canadian dollars.

## PRIVACY POLICY

In connection with the offering and sale of Units, personal information (such as address, telephone number, social insurance number, birth date, assets and/or income information, employment history and credit history, if applicable) about Unitholders is collected and maintained. Such personal information is collected to enable the Manager (or any portfolio manager that may be appointed by the Manager) and any third-party service providers to provide Unitholders with services in connection with their investment in the Fund, to meet legal and regulatory requirements and for any other purpose to which Unitholders may consent in the future. Prospective investors and Unitholders are encouraged to review the privacy policy of the Fund at the principal office of the Manager during normal business hours.

## PROCEEDS OF CRIME (MONEY LAUNDERING) LEGISLATION

In order to comply with Canadian legislation aimed at the prevention of money laundering, the Manager or Administrator may require additional information concerning Unitholders and prospective investors. The Fund's subscription agreement contains detailed guidance on the verification of identity documentation to accompany the subscription agreement.

If, as a result of any information or other matter that comes to the attention of the Manager, or any director, officer or employee of the Manager, or its professional advisors, knows or suspects that a Unitholder or prospective 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 will not be treated as a breach of any restriction upon the disclosure of information imposed by law or otherwise.

## INVESTORS' RIGHTS OF ACTION

### Rescission of Purchase

Pursuant to Ontario securities legislation, where the amount of a purchase does not exceed the sum of \$50,000, purchasers of mutual funds may rescind their purchase within 48 hours after receipt of the sale confirmation. Purchasers of mutual funds under a regular investment plan may have longer to cancel an order. Purchasers must exercise these rights within the prescribed time limits. Purchasers should refer to applicable provisions of the securities legislation or consult with their legal advisor for more details.

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

### Ontario

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

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

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

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

This Offering Memorandum is being delivered in reliance on the exemption from the prospectus requirements contained under section 2.3 of NI 45-106 (the “**accredited investor exemption**”). The rights referred to in section 130.1 of the *Securities Act* (Ontario) do not apply in respect of an offering memorandum (such as this Offering Memorandum) delivered to a prospective purchaser in connection with a distribution made in reliance on the accredited investor exemption if the prospective purchaser is:

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

## Saskatchewan

Section 138 of *The Securities Act, 1988* (Saskatchewan), as amended (the “**Saskatchewan Act**”) provides that where an offering memorandum (such as this Offering Memorandum) or any amendment to it is sent or delivered to a purchaser and it contains a misrepresentation (as defined in the Saskatchewan Act), a purchaser who purchases a security covered by the offering memorandum or any amendment to it is deemed to have relied upon that misrepresentation, if it was a

misrepresentation at the time of purchase, and has a right of action for rescission against the issuer or a selling security holder on whose behalf the distribution is made or has a right of action for damages against:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

purchase agreement, provided such notice is delivered by the purchaser within two business days of receiving the amended offering memorandum.

### **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.

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 180 days after the date of the transaction that gave rise to the cause of action. The purchaser must commence its action for damages within the earlier of:

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

### **Nova Scotia**

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

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

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

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

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.

**Alberta, British Columbia, Manitoba, Newfoundland and Labrador, PEI, Yukon Territory, Nunavut, Northwest Territories 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 these jurisdictions 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.

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

**General**

The foregoing summary is subject to the express provisions of the applicable securities laws and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions. Such provisions may contain limitations and statutory defences on which the Fund may rely. The rights of action for damages or rescission described herein are in addition to and without derogation from any other right or remedy that the purchaser may have at law.

**A PERSON CONSIDERING AN INVESTMENT IN THE FUND SHOULD CONSULT ITS OWN ADVISORS IN ORDER TO FULLY UNDERSTAND THE CONSEQUENCES OF AN INVESTMENT IN THE FUND WITH RESPECT TO SUCH PERSON'S PARTICULAR SITUATION.**

**LANGUAGE OF DOCUMENTS**

(Québec Only)

By accepting this Offering Memorandum, the subscriber acknowledges that it is its express wish that all documents evidencing or relating in any way to the sale of Units be drawn up in the English language only. Par son acceptation de ce document, l'acheteur reconnaît par les présentes qu'il est de sa volonté expresse que tous les documents faisant foi ou se rapportant de quelque manière à la vente des parts soient rédigés en anglais seulement.