*This Confidential Offering Memorandum ("**Offering Memorandum**") constitutes an offering of securities only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities.* ***No securities commission or similar authority in Canada has reviewed or in any way passed upon this document or the merits of the securities offered hereby, and any representation to the contrary is an offence.***

This Offering Memorandum is personal to each prospective purchaser and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the securities offered herein. Distribution of this Offering Memorandum to any person other than the prospective purchaser and any person retained to advise such prospective purchaser with respect to its purchase is unauthorized, and any disclosure of any of its contents without the Fund Manager's prior written consent is prohibited. Each prospective purchaser, by accepting delivery of this Offering Memorandum, agrees to the foregoing and also agrees to make no photocopies of this Offering Memorandum or any documents referred to in, or incorporated into, this Offering Memorandum.

April 9, 2020

CONFIDENTIAL OFFERING MEMORANDUM

CLASS A, CLASS F and CLASS I UNITS

FORT GLOBAL DIVERSIFIED (CANADA) TRUST

MANAGED AND ADVISED BY:

SPARTAN FUND MANAGEMENT INC.

FORT Global Diversified (Canada) Trust (the "**Fund**"), is an open-end investment fund established as a trust under the laws of the Province of British Columbia on March 31, 2020 and governed by a declaration of trust by Spartan Fund Management Inc. (referred to in this Offering Memorandum as "**Spartan**", the "**Trustee**" or the "**Fund Manager**" as the context requires), as trustee, settlor and manager, as the same may be amended and restated or supplemented from time to time (the "**Declaration**"). The investment objective of the Fund is to achieve attractive absolute rates of return that are generally uncorrelated with global equity indices. In order to achieve its investment objective, the Fund will invest all or substantially all of its assets in limited partnership units of the FORT Global Diversified (Canada) L.P. (the "**Underlying Fund**"), a limited partnership established under the laws of the Province of Ontario. The trading program utilized by the Underlying Fund is agnostic as to which trading instruments and strategies it might employ in the future. The program follows a systematic approach, investing only in instruments with demonstrated liquidity such that they are generally able to be converted to cash within a few days without a material discount in value. The investment objectives, strategy and restrictions of the Fund and the Underlying Fund are described in this Offering Memorandum. Spartan acts as the investment fund manager and investment advisor to each of the Fund and the Underlying Fund and has appointed FORT, L.P. to act as the sub-advisor to the Underlying Fund (in such capacity, the "**Sub-Adviser**"). In the future, the Fund may seek to achieve its investment objective through investments in one or more additional or other investment funds advised by the Sub-Adviser which have substantially the same investment objective and utilize substantially the same trading program as the Underlying Fund.

An investment in the Fund is represented by trust units (the "**Units**") of different Classes, each Class with equal rights and privileges. The Classes of Units offered pursuant to this Offering Memorandum have the same investment objective, strategy and restrictions but may differ in respect of one or more features, such as yield, sales commissions, servicing commissions, indirect exposure to management fees and allocation entitlements after the General Partner Allocation (as hereinafter defined) at the Underlying Fund level.

The Fund is offering Units for sale on a continuous basis pursuant to exemptions from the prospectus requirements of applicable securities legislation (the "**Offering**") in each of the provinces of Canada (the "**Offering Jurisdictions**").

Units may be purchased directly from Spartan in its capacity as exempt market dealer or through other Registered Dealers (as hereinafter defined) in the Offering Jurisdictions.

The minimum initial investment is $25,000 for Class A Units and Class F Units, and $100,000 for Class I or, in each case, such lesser amount as the Fund Manager may, in its discretion, permit. Subscribers resident in any Offering Jurisdiction must qualify as "accredited investors" (as such term is defined in Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or in Section 73.3 of the *Securities Ac*t (Ontario)) and must also be Non-United States Persons (as hereinafter defined). See "Details of the Offering".

Units of the Fund may be purchased on a weekly basis immediately following settlement ("**Close of Business**") on the last Business Day (as hereinafter defined) of each week (each, a "**Valuation Date**") pursuant to exemptions from the prospectus requirements of applicable securities legislation. Each Class will be initially offered at a subscription price of $100 per Unit and will thereafter be offered for sale at the applicable Class Net Asset Value per Unit (as hereinafter defined) calculated as of the applicable Valuation Date.

A "**Business Day**" is any (A) day that is not (i) a Saturday or Sunday, (ii) a day on which any of the four major futures exchanges (CME (solely with respect to futures contracts on currencies, interest rates and equity indices), ICE Futures Europe (solely with respect to futures contracts on short selling and euribor), Eurex and TSE) or NYSE or NASDAQ are closed or without settlement, and (iii) a day on which banks in New York City are authorized or obliged to close by law, regulation, or government or executive order, or (B) such other dates as the Fund Manager may, in its sole and absolute discretion, determine. For the avoidance of doubt, if one of the exchanges listed in (A)(ii) above has a half day, it is not considered to be closed and does not preclude such day from being considered a Business Day.

To initially subscribe for Units of the Fund, a subscriber must complete and return to the Fund Manager, with a copy to Administrator (as hereinafter defined) a subscription agreement (the "**Subscription Agreement**") together with payment of the subscription price for the Units being purchased in accordance with the deadlines specified below. A subscriber purchasing through a Registered Dealer should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to their dealer. In this case, the Registered Dealer will make arrangements on behalf of the subscriber to remit payment for the Units purchased to the Administrator and the Fund Manager.

In order for a subscription request to be processed at the Net Asset Value per Unit determined as at a particular Valuation Date, delivery of the duly completed Subscription Agreement together with payment of the aggregate subscription price and any other required documents must be received by the Administrator (with a copy to the Fund Manager) by no later than 4:00 p.m. (Eastern time) on the date that is not more than two (2) Business Days prior to the relevant Valuation Date or, in each case, such other period permitted or required in the discretion of the Fund Manager (the "**Subscription Deadline**"). If the subscription order and/or payment of the subscription price is received by the Administrator after the applicable deadline specified above, the subscription order will be processed as of the next Valuation Date (i.e., the subscription will be processed at the Net Asset Value per Unit determined as of the Valuation Date of the following week). Certificates representing the purchased Units will not be issued. Purchases of Units of the Fund will be processed within two (2) Business Days of the relevant Valuation Date. See "Subscription Procedure".

Units will be issued in the sole discretion of the Fund Manager.

Holder of Units ("**Unitholders**") generally may redeem all or any portion of their Units (each, a "**Redemption**") on a weekly basis at the Net Asset Value per Unit determined immediately following the Close of Business on any Valuation Date (each, a "**Redemption Date**") provided that notice of such Redemption (a "**Redemption Request**") is provided to the Administrator (with a copy to the Fund Manager) by no later than 4:00 p.m. (Eastern time) at least two (2) Business Days prior to the applicable Redemption Date (the "**Redemption Request Deadline**"). Once submitted, a Redemption Request may not be revoked without the consent of the Fund Manager.

Redemption Requests received after the relevant Redemption Request Deadline shall be deemed to have been received for, and will be processed as of, the next Redemption Date save in exceptional circumstances as determined by the

Fund Manager in its absolute discretion (reasons to be documented) and provided that the Redemption Requests are received before 4:00 p.m. (Eastern time) on the relevant Redemption Date.

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

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. The Units are also subject to resale restrictions under the terms of the Declaration and applicable securities legislation. Therefore, 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. As there is no market for the Units, it may be difficult or even impossible for a Unitholder to sell them. However, Units may be redeemed in accordance with the provisions of this Offering Memorandum. See "Risk Factors" and "Redemption of Units".

There are certain additional risk factors associated with investing in the Units. Investors should consult with their own professional advisors to assess the income tax, legal and other aspects of the investment. Potential investors should carefully review the Risk Factors outlined in this Offering Memorandum. See "Risk Factors".

The Fund is a related and connected issuer of Spartan under Applicable Securities Laws (as hereinafter defined). See "Statement of Related and Connected Issuers".

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements. All statements, other than statements of historical fact, that address activities, events or developments that the Fund believes, expects or anticipates will or may occur in the future (including, without limitation, statements regarding any objectives and strategies of the Fund) are forward-looking statements. These forward-looking statements reflect the current expectations, assumptions or beliefs of the Fund Manager or Sub-Adviser based on information currently available to such persons. Forward-looking statements are subject to a number of risks and uncertainties that may cause the actual results of the Fund to differ materially from those discussed in the forward-looking statements, and even if such actual results are realized or substantially realized, there can be no assurance that they will have the expected consequences to, or effects on, the Fund. Factors that could cause actual results or events to differ materially from current expectations include, among other things, volatility in financial markets, fluctuations in currency exchange rates and interest rates, tax consequences, changes in applicable laws and other risks associated with investing in securities and those factors discussed under the section entitled "Risk Factors" in this Offering Memorandum. Any forward-looking statement speaks only as of the date on which it is made and, except as may be required by Applicable Securities Laws, the Fund disclaims any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results or otherwise. Although each of the Fund Manager and the Sub-Adviser believe that the assumptions inherent in the forward-looking statements attributable to each of them are reasonable, forward-looking statements are not guarantees of future performance and accordingly undue reliance should not be put on such statements due to the inherent uncertainty therein.

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SUMMARY

Prospective purchasers are encouraged to consult their own professional advisors as to the tax and legal consequences of investing in the Fund. The following is a summary only and is qualified by the more detailed information contained in this Offering Memorandum. Capitalized terms not otherwise defined in this summary have the meanings ascribed to them in the Glossary.

The Fund:	FORT Global Diversified (Canada) Trust (the "**Fund**"), is an open-end investment fund established as a trust under the laws of the Province of British Columbia on March 31, 2020 and operating pursuant to the Declaration (as hereinafter defined).
Manager and Investment Advisor of the Fund:	Spartan Fund Management Inc. ("**Spartan**" or the "**Fund Manager**") Suite 2101 – 100 Wellington Street West Toronto, Ontario M5K 1J3 Spartan is the investment advisor and investment fund manager to each of the Fund and the Underlying Fund (as defined below).
The Offering:	An unlimited number of Class A Units, Class F Units and Class I Units (collectively, the "**Units**") of the Fund are offered hereunder on a continuous basis to an unlimited number of subscribers resident in or otherwise subject to the securities laws of the provinces of Canada (the "**Offering Jurisdictions**"). Units may be purchased directly from Spartan in its capacity as exempt market dealer or through other Registered Dealers. Units of the Fund are offered and sold pursuant to available exemptions from the prospectus requirements of applicable securities legislation in the Offering Jurisdictions. Subscribers for Units must be "accredited investors" or purchasing pursuant to another exemption from the prospectus requirement available under National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or applicable securities laws in the Offering Jurisdictions and must invest the following minimum initial subscription amounts: (a) For Class A and Class F Units, $25,000; or (b) For Class I Units, $100,000. Class A Units are available to all qualified investors, Class F Units are available only to qualified investors who are enrolled in a dealer sponsored fee for service or wrap program and who are subject to an annual asset based fee rather than commissions on each transaction. Class I Units are available to institutional investors or other investors on a case by case basis that have been approved by the Fund Manager, in its discretion. See "Description of Units". Additional investments may be made (whether at the time of an initial investment or thereafter) in $10,000 increments in the case of the Class A Units and Class F Units and $25,000 for Class I Units. Subject to compliance with Applicable Securities Laws (as hereinafter defined), the Fund Manager may waive the foregoing minimums and restrict or terminate the Offering and issuance of new Units at any time in its discretion.

The Fund Manager reserves the right to accept or reject subscriptions for Units, to change the minimum amounts for investment in the Fund and/or to discontinue the offering of Units at any time and from time to time. Each subscriber must satisfy applicable regulatory requirements.

At the discretion of the Fund Manager, subscriptions for lesser amounts which comply with other available exemptions from prospectus requirements under applicable securities legislation may be accepted. See "Details of the Offering" and "Purchase Procedure".

Redemptions (as hereinafter defined) of Units that would reduce the balance of the Net Asset Value of a Unitholders remaining Units to less than $25,000 in the case of the Class A Units or Class F Units and $100,000 in the case of Class I Units (or such Unitholder's initial subscription amount, if less) may result in the Fund Manager requiring the mandatory Redemption of the Unitholder's remaining Units.

Class of Units Offered: Class A, Class F and Class I Units are offered by the Fund pursuant to this Offering Memorandum. All Units are denominated in Canadian dollars.

Each Class has the same investment objective, strategy and restrictions but differs in respect of one or more of its features, such as yield, sales commissions, servicing commissions, indirect exposure to management fees and allocation entitlements after the General Partner Allocation at the Underlying Fund level.

Offering Price: Each Class will be initially offered at a subscription price of $100 per Unit and will thereafter be offered for sale on a continuous basis at the applicable Class Net Asset Value per Unit (as hereinafter defined) calculated as of the applicable Business Day.

Fractional Units will be issued up to a maximum of four decimal places. See "Subscription Procedure".

Subscription Procedure: To initially subscribe for Units of the Fund, a subscriber must complete and return to the Fund Manager, with a copy to the Administrator a subscription agreement (the "**Subscription Agreement**") together with payment of the subscription price for the Units being purchased in accordance with the deadlines specified below. A subscriber purchasing through a Registered Dealer should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to their dealer. In this case, the Registered Dealer will make arrangements on behalf of the subscriber to remit payment for the Units purchased to the Administrator.

In order for a subscription request to be processed at the Net Asset Value per Unit determined as at a particular Valuation Date, delivery of the duly completed Subscription Agreement together with payment of the aggregate subscription price and any other required documents must be received by the Administrator (with a copy to the Fund Manager) at least two (2) Business Days prior to the relevant Valuation Date or, in each case, such other period permitted or required in the discretion of the Fund Manager (the "**Subscription Deadline**"). If the subscription order and/or payment of the subscription price is received by the Administrator after the applicable deadline specified above, the subscription order will be processed as of the next Valuation Date (i.e., the subscription will be processed at the Net Asset Value per Unit determined as of the Valuation Date of the following week). Certificates representing the purchased Units will not be issued. Purchases of Units of the Fund will be processed within two (2) Business Days of the relevant Valuation Date.

Units will be issued in the sole discretion of the Fund Manager.

	If a subscription request is rejected, all payments received with the request will be refunded promptly without interest or deduction. The Fund Manager may permit subscriptions from investors outside of the Offering Jurisdictions in its sole discretion, provided it has determined that doing so will not have an adverse impact on the Fund or the existing Unitholders as a group. See "Subscription Procedure".
Investment Objective of the Fund:	The Fund's investment objective is to achieve attractive absolute rates of return that are generally uncorrelated with global equity indices through exposure to the returns of the FORT Global Diversified (Canada) L.P. (the "**Underlying Fund**"). In the future, the Fund may seek to achieve its investment objective through investments in one or more additional or other investment funds advised by the Sub-Adviser (as hereinafter defined) which have substantially the same investment objective and utilize substantially the same trading program as the Underlying Fund. See "Investment Objective and Strategy of the Fund".
Investment Strategy of the Fund:	The Fund will seek to achieve its investment objective by investing all or substantially all of the assets attributable to each Class of Units in corresponding classes of limited partnership units of the Underlying Fund (the "**Underlying Fund Units**"). No sales commission, trailing commission or other brokerage fees will be charged to the Fund in respect of its investment in the Underlying Fund Units. The return to holders of each Class of Units will be dependent upon the return of the corresponding class of Underlying Fund Units. There is no guarantee or other form of principal protection for any amounts invested by a Unitholder. Due to variations in expenses, the return of the Fund will be different than the return of the Underlying Fund. See "Investment Objective and Strategy of the Fund".
The Underlying Fund:	The Underlying Fund is a limited partnership formed under the laws of the Province of Ontario pursuant a declaration of limited partnership filed under the *Limited Partnerships Act* (Ontario) (the "**Limited Partnership Act**") dated April 28, 2017 and governed by the terms of an amended and restated limited partnership agreement (the "**Underlying Fund LPA**") dated as of April 7, 2020 as the same may be further amended, restated or supplemented from time to time. See "The Underlying Fund".
General Partner of the Underlying Fund:	FORT Global LLC, (the "**Underlying Fund GP**"), a limited liability company established under the laws of the State of Delaware, acts as the general partner of the Underlying Fund. See "The Underlying Fund".
Fund Manager and Advisor of the Underlying Fund:	Spartan acts as the investment fund manager and advisor to the Underlying Fund (in such capacity, the "**Underlying Fund Manager**").

Sub-Adviser to Underlying Fund:	Spartan, in its capacity as Underlying Fund Manager, has appointed FORT, L.P. (the "**Sub-Adviser**"), a Delaware limited partnership affiliated with the Underlying Fund GP, to sub-advise Spartan with respect to the conduct of the Fund's trading and investment activities. The Sub-Adviser is registered in the United States with the Commodity Futures Trading Commission (the "**CFTC**") as a commodity trading advisor ("**CTA**") and commodity pool operator ("**CPO**"), and is a member of the National Futures Association (the "**NFA**") in such capacities. In addition, the Sub-Adviser is registered with the U.S. Securities and Exchange Commission (the "**SEC**") as an investment adviser under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"). Such registrations and membership do not imply that the SEC, the CFTC or the NFA have endorsed the Sub-Adviser's qualifications to provide the advisory services described in this Memorandum. The founders and trading principals of the Underlying Fund GP and the Sub-Adviser are Yves Balcer and Sanjiv Kumar. See "Underlying Fund - Sub-Adviser".
Investment Objective of the Underlying Fund:	The investment objective of the Underlying Fund is to achieve attractive absolute rates of return that are generally uncorrelated with global equity indices. The trading program utilized by the Underlying Fund is agnostic as to which trading instruments and strategies it might employ in the future. The program follows a systematic approach, investing only in instruments with demonstrated liquidity such that they are generally able to be converted to cash within a few days without a material discount in value. See "The Underlying Fund – Investment Objective of Underlying Fund"
Investment Strategies of Underlying Fund:	The Underlying Fund's investment strategy currently has three elements: • An actively managed portfolio comprised of a broad spectrum of worldwide financial and non-financial futures contracts, including, but not limited to, contracts on short-term interest rates, bonds, currencies, stock indices, energy, metals and agricultural commodities utilizing the Sub-Adviser's proprietary systematic trading strategies (the "**Futures Strategies**"); • An actively managed portfolio of publicly traded securities and stock index futures contracts ("**Equity Market Neutral**"); and • A portfolio of cash equivalents, U.S. government securities (including money market funds that invest solely in U.S. government securities) and other short-term, high grade debt securities. The Futures Strategies consist of a mix of technical strategy components selected by the Sub-Adviser from time to time, which currently include: a trend-anticipating strategy, a trend-following strategy and a mean reversion strategy. The Equity Market Neutral strategy is based upon a variety of fundamental and technical signals. See "The Underlying Fund - Investment Strategies Utilized by the Underlying Fund"

General Partner Allocation:	*General Partner Allocation* As of the end of each calendar quarter and upon a redemption of any class of Underlying Fund Units by a holder (including, for greater certainty, the Fund), the Underlying Fund GP will be allocated 20% of the amount of any Net Profit (as defined herein) of the Underlying Fund allocable to such Underlying Fund Units that exceeds any **"Loss Carryforward"** attributable to such Underlying Fund Units (the "**General Partner Allocation**"). For the purposes of calculation of the General Partner Allocation, the term "**Loss Carryforward**" shall be the sum of all Net Loss (as defined herein) amounts previously allocated to such Underlying Fund Units, if any, that have not been subsequently offset by the Net Profit of the Underlying Fund, as reduced proportionately to reflect any redemptions of Underlying Fund Units made by the Fund and subject to other applicable adjustments. For purposes of calculating the General Partner Allocation, the Net Profit of the Underlying Fund does not include interest income earned from cash balances left on deposit or invested in treasury bills, and will be calculated prior to reduction for any accrued General Partner Allocation. The Underlying Fund GP may elect, to waive all or any part of the General Partner Allocation, with respect to any limited partner of the Underlying Fund without consent of or notice to any other limited partner. Further, to the extent permissible by Applicable Securities Laws, the Underlying Fund GP may cause all or a portion of the General Partner Allocation to be paid to another party, including the Sub-Adviser, one of its affiliates or other sub-adviser, without consent of or notice to any limited partners of the Underlying Fund. See "Material Agreements of the Underlying Fund – The Underlying Fund LPA – General Partner Allocation".
Allocation of Net Profits or Net Losses of Underlying Fund:	The Net Profit (or Net Loss) attributable to each class or series (as applicable) of Underlying Fund Units shall, subject to the General Partner Allocation, be allocated pro-rata to the capital accounts of the limited partners holding that class or series of Underlying Fund Units. However, if the Underlying Fund Manager determines that an item of Net Profit or Net Loss is not attributable to a particular class or series of Underlying Fund Units, the item shall be allocated among all limited partners of the Underlying Fund according to each limited partner's aggregate ownership interest in the Underlying Fund at the applicable time, and among each limited partner's various capital accounts (if more than one) in proportion to the balances in such accounts. Subject to the detailed provisions of the Tax Act, the income and losses of the Underlying Fund for tax purposes in respect of a fiscal year will, subject to certain restrictions, generally be allocated among the Underlying Fund GP and the limited partners in the same manner as allocations of accounting income and losses, with such adjustments as are deemed by the Underlying Fund GP (or Underlying Fund Manager, as applicable), acting in its sole discretion, to be necessary to effect an equitable distribution of all such amounts. For greater certainty, the Underlying Fund GP (or Underlying Fund Manager, as applicable) shall be entitled to make allocations of income or losses of the Underlying Fund for tax purposes in respect of a fiscal year of the Underlying Fund (ending on December 31 of each year) to any person who has been a limited partner of the Underlying Fund at any time in such fiscal year. "**Net Profit***"* (or, if negative, "**Net Loss**") is (i) the sum of ((A) the Net Asset Value of the Underlying Fund at the Close of Business on the last day of the accounting period plus (B) any redemptions of Underlying Fund Units made with respect to such

accounting period) minus (ii) the sum of ((A) the net asset value of the Underlying Fund as of the Close of Business on the last day of the previous accounting period plus (B) any additional subscription proceeds received by the Underlying Fund during such accounting period).

See "Material Agreements of the Underlying Fund – The Underlying Fund LPA – Allocation of Income or Losses".

Distributions to Limited Partners of Underlying Fund

The amount and timing of any distributions from the Underlying Fund shall be determined by Spartan, in its capacity as Underlying Fund Manager, in its sole and absolute discretion. Distributions (with respect to any class or series of Underlying Fund Units) will generally be made in proportion to the capital account balances of the limited partners in respect of that class or series of Underlying Fund Assets at the beginning of an accounting period.

Any distributions by the Underlying Fund may be paid in cash, in kind or partly in cash and partly in kind.

To the fullest extent permitted by applicable laws, no part of any distribution or any other payment to limited partners of the Underlying Funds shall be paid to any limited partner from which there is due and owing to the Underlying Fund, at the time of such distribution or payment, any amount required to be paid to the Fund pursuant to the terms of the Underlying Fund LPA or otherwise; and any such withheld distribution or payment shall be set off against such limited partner's obligation to the Underlying Fund and shall be deemed to have been distributed or paid to such limited partner in accordance with the relevant section of the Underlying Fund LPA and, in turn, paid to the Fund in satisfaction or partial satisfaction of such obligation.

The Fund Manager does not currently intend to cause the Fund to make any distributions in respect of any Class of Units.

See "Material Agreements of the Underlying Fund – The Underlying Fund LPA – Distributions to limited partners of Underlying Fund".

Fees and Expenses Relating to an Investment in the Fund:

Management Fees

Management Fees – Fund

The Fund will not charge a management fee in respect any Class of Units.

Management Fees – Underlying Fund Units

By virtue of the Fund's investment in the Underlying Fund, Unitholders of the Fund will be indirectly subject to the fees, expenses and allocations attributable to the corresponding class of Underlying Fund Units.

The Underlying Fund pays Spartan, in its capacity as Underlying Fund Manager, a monthly management fee (the "**Underlying Fund Management Fee**") in respect of each class of Underlying Fund Units as follows:

class A Underlying Fund Units - in which the assets of the Fund attributable to the Class A and the Class I Units will be invested are subject to an Underlying Fund Management Fee equal to 1/12 of 2.0% (a 2.0% annual rate) of each capital account in

respect of class A Underlying Fund Units as of the end of each month, plus any applicable taxes; and

class F Underlying Fund Units - in which the assets of the Fund attributable to the Class F Units will be invested are subject to an Underlying Fund Management Fee equal to 1/12 of 1.0% (a 1.0% annual rate) of each capital account in respect of class F Underlying Fund Units as of the end of each month, plus any applicable taxes.

The Underlying Fund Management Fee for each class of Underlying Fund Units is paid regardless of whether or not the Underlying Fund is profitable and is calculated prior to reduction for the Underlying Fund Management Fee being calculated, but after reductions for all other Underlying Fund expenses.

The Underlying Fund Management Fee will be pro-rated for partial months (*e.g.*, on subscriptions received or redemption amounts paid in respect of redeemed Underlying Fund Units intra-month).

The Underlying Fund Manager may elect, with the Sub-Adviser's consent, to waive all or any part of the Underlying Fund Management Fee with respect to any limited partner of the Underlying Fund without consent of or notice to any other limited partner. Further, to the extent permissible by Applicable Securities Laws, the Underlying Fund Manager may cause all or a portion of the Underlying Fund Management Fee to be paid to another party, including an affiliate of the Underlying Fund GP, the Sub-Adviser and any other sub-adviser, without consent of or notice to any limited partners.

Establishment, Offering and Operating Expenses of the Fund and Underlying Fund

The Fund is responsible for the costs of its establishment and the offering of Units, including but without limitation, the fees and expenses of legal counsel to the Fund and the Fund's auditors. The Fund will amortize these costs over a five (5) year period following the date of the initial closing of the offering of Units.

The Fund is responsible for the payment of ongoing fees and expenses relating to its operation. The operating and transactional fees and expenses to which the Fund is subject include, without limitation, trustee fees, audit, accounting, record keeping, legal fees and expenses, custody and safekeeping charges, providing financial and other reports to Unitholders and convening and conducting meetings of Unitholders and all taxes, assessments or other regulatory and governmental charges levied against the Fund.

The Fund is generally required to pay applicable sales taxes on most administration expenses that it pays. Each Class of Units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all Classes.

Underlying Fund Operational and Transactional Expenses

The Underlying Fund will be responsible for all of its ongoing operating costs and expenses, including, but not limited to, fees and expenses incurred in the ordinary course of its business, including, without limitation: (i) trading, investment and all other transaction costs (such as brokerage commissions, dealer spreads, exchange fees, NFA fees, give up fees, order routing fees, exchange membership fees and expenses, the Sub-Adviser's fees and expenses associated with leasing and/or buying seats on any exchange, interest charges, dividends payable with respect to securities sold short and related transaction fees and expenses and applicable withholding or other taxes (if

	any)); (ii) fees and expenses incurred by the Sub-Adviser related to market data, network lines, order management systems and research and execution software, (iii) custody and other expenses incurred in connection with its trading and investment activities; (iv) professional fees such as legal, accounting, auditing and tax preparation and other service provider fees and expenses; (v) administrative fees and expenses; (vi) third party fees and expenses related to the preparation of the CPO-PQR; (vii) the Underlying Fund's regulatory and compliance costs, including, without limitation, third party fees related to examinations, regulatory inquiries and regulatory filings, printing and postage; (viii) fees and expenses incurred by the Sub-Adviser related to technology infrastructure and information technology and other consultants; (ix) the Underlying Fund's ongoing offering fees and expenses and any other costs and expenses associated with the operations of the Underlying Fund and government filing fees and expenses; and (x) extraordinary fees and expenses, if any (such as legal, accounting and other professional fees and expenses taxes and duties incurred in connection with any litigation arising out of the Underlying Fund's operations and indemnification payments). Each class of Underlying Fund Units is responsible for the expenses specifically related to that class and a proportionate share of expenses that are common to all classes of Underlying Fund Units. For the avoidance of doubt, the Underlying Fund's operating expenses do not include the overhead expenses of any of the Underlying Fund GP, the Underlying Fund Manager or the Sub-Adviser (*e.g.*, office space, furnishings, equipment and personnel). See "Fees and Expenses Relating to an Investment in the Fund – Establishment, Offering and Operating Expenses of the Fund and the Underlying Fund".
Compensation payable to Third Party Registrants:	In connection with the distribution of Class A Units, the Fund Manager may pay third party Registered Dealers an annual service fee based on the Class Net Asset Value of their client's investment in Class Units at an annualized rate equal to 1.0% payable out of the Underlying Fund Management Fee attributable to such Class A Units. Services fees are calculated and paid on a quarterly basis in arrears approximately 15 days after determination of the Class Net Asset Value of the Class A Units. A Registered Dealer will be entitled to receive such service fees for so long as its clients hold Class A Units. See "Compensation Payable to Third Party Registrants".
Net Asset Value:	The net asset value ("**Net Asset Value**") of the Fund, the Net Asset Value per Unit, the Net Asset Value for each Class of Units (the "**Class Net Asset Value**"), the Class Net Asset Value per Unit will be determined in accordance with the provisions of the Declaration as of each Business Day or on such other dates as the Fund Manager may determine (each, a "**Valuation Date**") and will be based on the net asset value of the Underlying Fund and the corresponding classes of Underlying Fund Units (as applicable) in accordance with the procedures set forth in this Offering Memorandum. See "Determination of Net Asset Value" and "Determination of Net Asset Value of Underlying Fund".
Suspension of Calculation of Net Asset Value:	The Fund Manager may, in its sole and absolute discretion suspend the calculation of Net Asset Value of the Fund, the Net Asset Value of any Class or Series (and any subscriptions for Units or Redemptions of Units) in certain circumstances.

	See "Determination of Net Asset Value – Suspension of Calculation of Net Asset Value".
Redemption of Units:	Unitholders may generally redeem all or any portion of their Units (each, a "**Redemption**") on a weekly basis at the Net Asset Value per Unit determined immediately following the Close of Business on any Valuation Date (each, a "**Redemption Date**") provided that notice of such Redemption (a "**Redemption Request**") is provided to the Administrator (with a copy to the Fund Manager) by no later than 4:00 p.m. (Eastern time) at least two (2) Business Days prior to the applicable Redemption Date (the "**Redemption Request Deadline**"). Once submitted, a Redemption Request may not be revoked without the consent of the Fund Manager. Redemption Requests received after the relevant Redemption Request Deadline shall be deemed to have been received for, and will be processed as of, the next Redemption Date save in exceptional circumstances as determined by the Fund Manager in its absolute discretion (reasons to be documented) and provided that the Redemption Requests are received before 4:00 p.m. (Eastern time) on the relevant Redemption Date. See "Redemption of Units".
No Redemption Fees:	The Fund does not assess any Redemption fees or other charges in connection with the Redemption of Units by a Unitholder.
Payment of Redemption Amount:	The Fund generally intends to pay all proceeds of a Redemption of Units (the "**Redemption Amount**") in cash and in full based on estimated and unaudited Net Asset Value of the applicable Class of Units determined as of the applicable Redemption Date as soon as reasonably practicable but in any event within ten (10) Business Days of the applicable Redemption Date. The Fund is authorized to establish holdbacks or reserves as the Fund Manager deems necessary in its sole and absolute discretion for contingent liabilities and other matters relating to the Fund. Under normal market conditions, a distribution in respect of a Redemption of Units will be made in cash. However, the Fund may make distributions in kind and/or in cash as may be determined by the Fund Manager from time to time in its discretion. In kind distributions will be made to redeeming Unitholders on a pro rata basis. The risk of loss and delay in liquidating any distribution in kind will be borne by the redeeming Unitholders, with the result that such redeeming Unitholders may receive less cash than they would have received on the date they would otherwise have redeemed from the Fund. In-kind distributions may, in the discretion of the Fund Manager after consultation with the Sub-Adviser and subject to Applicable Securities Laws, be made (but are not limited to being made) by one or a combination of the following: (i) distributing securities or receivables directly to the redeeming Unitholder, (ii) designating securities and/or futures on the books of the Fund, as being comprised in a memorandum liquidating account for the benefit of the redeeming Unitholder, (iii) via a distribution of shares in a special purpose vehicle or (iv) granting to the redeeming Unitholder participation rights in identified securities and futures. The securities in any such liquidating trust or memorandum liquidating account, or to which participation rights have been granted to a redeeming Unitholder, will be managed by the Sub-Adviser and will be realized, monetized, sold, exchanged or otherwise liquidated (each a "**Realization**") for the account of such redeeming Unitholder, in each case in the manner determined by the Sub-Adviser in its sole discretion. Payment to such Unitholder of that portion of the amount redeemed attributable to such assets will not become due until there is a Realization of such assets, and the amount due to such

	Unitholder will be the net proceeds received by the Fund on the Realization of the subject assets, which amount may be more or less than the value attributed to such assets on the applicable Redemption Date. If the Fund overpays a redeeming Unitholder, the Fund Manager may seek to obtain the amount of such overpayment from such Unitholder. A Unitholder, even if he or she is no longer a Unitholder, may be required to repay the Fund any amount (plus reasonable interest) that the Fund Manager reasonably determines to be due to the Fund from the Unitholder as a result, for example, of (a) a claim in existence when the Unitholder was a Unitholder, (b) the Net Asset Value of the Fund or Net Asset Value per Unit having been miscalculated or (c) the Fund having overpaid the Unitholder when he or she withdrew. However, any such repayment will not exceed the Redemption Amount or distributions (plus reasonable interest thereon) paid to the Unitholder by the Fund. See "Redemption of Units – Payment of Redemption Amount".
Eligibility for Investment:	Provided that the Fund qualifies as a "mutual fund trust" for purposes of the *Income Tax Act* (Canada) (the "**Tax Act**") at all times, Units offered pursuant to this offering memorandum will be "qualified investments" under the Tax Act for trusts governed by a tax-free savings account ("**TFSA**"), registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), registered education savings plan ("**RESP**"), deferred profit sharing plan ("**DPSP**") and registered disability savings plan (collectively, "**Registered Plans**"). See "Eligibility for Investment". Investors who intend to hold Units through their TFSA, RRSP, RRIF, RESP or RDSP should consult their own advisors as to whether Units would be "prohibited investments" for such Registered Plans for the purposes of the Tax Act. See "Certain Canadian Federal Income Tax Considerations – Taxation of Registered Plans".
Distributions and Automatic Reinvestment of Distributions:	The Fund intends to distribute sufficient net income and net realized capital gains, if any, to Unitholders in each calendar year to ensure that the Fund is not liable for income tax under Part I of the Tax Act, after taking into account any loss carry forwards and capital gains refunds. All distributions will be made on a *pro rata* basis to each registered Unitholder determined as of the Close of Business on the record date of the distribution. All distributions to Unitholders (less any amounts required by law to be deducted therefrom) will automatically be reinvested for the account of each Unitholder in additional Units of the same Class at the applicable Net Asset Value per Unit next determined after the declaration of the distribution. Following such distributions, Units will be immediately consolidated such that the number of outstanding Units held by each Unitholder on such day following the distribution will equal the number of Units held by the Unitholder prior to the distribution, except to the extent that tax has to be withheld in respect of the distribution. No sales charge or commission shall be payable by a Unitholder in connection with any reinvestment of distributions. Other than as set forth above, the Fund Manager does not intend to make any distributions on the Units.
Canadian Federal Income Tax Considerations:	A Unitholder will generally be required to include in computing income for a given taxation year, the amount of the Fund's income for tax purposes, including net taxable capital gains, paid or payable to the Unitholder in the year. A Unitholder will generally be required to include in income a share of such amounts whether they are in the form

	of a cash distribution or in the form of additional Units under the Fund's automatic reinvestment procedures. A Unitholder who disposes of Units held as capital property (on redemption or otherwise) will realize a capital gain to the extent that the proceeds of disposition exceed the adjusted cost base of the Units and any reasonable costs of disposition. **Each investor should satisfy her/himself as to the tax consequences of an investment in the Units by obtaining advice from her/his tax advisor.** See "Certain Canadian Federal Income Tax Considerations".
Risk Factors and Conflicts of Interest:	An investment in Units is subject to certain risks. Each of the Fund and the Underlying Fund is subject to various risk factors and conflicts of interest, more fully described under "Risk Factors" and "Conflicts of Interest". An investment in the Units should only be made after consultation with qualified sources of investment and tax advice. There can be no assurance that the Fund will achieve its investment objective.
Underlying Fund Custodians:	Each of Wells Fargo and The Bank of New York Mellon have been appointed to act as a custodian of the Underlying Fund (each, an "**Underlying Custodian**"). See "Custodial Arrangements for Underlying Fund".
Clearing Brokers for the Underlying Fund:	Morgan Stanley & Co. LLC, located at 1585 Broadway, New York, NY 10036; Goldman, Sachs & Co., located at 200 West Street, New York, NY 10282; and SG Americas Securities, LLC, located at 245 Park Avenue, New York, NY 10167 act as the clearing brokers for the Underlying Fund (collectively, the "**Clearing Brokers**"). Spartan, in its capacity as Underlying Fund Manager, may change one or more Clearing Brokers or appoint additional Clearing Brokers for the Fund as it may, in its sole discretion, determine from time to time. See "Clearing Brokers".
Cash Manager of Underlying Fund:	Wells Fargo has been retained to provide cash management services to the Fund (in such capacity, the "**Cash Manager**"). See "The Cash Management Service Provider".
Administrator and Record Keeper:	SGGG Fund Administration Inc. (the "**Administrator**") acts as the administrator and record-keeper of the Fund. See "The Administrator".
Administrator of Underlying Fund	NAV Consulting, Inc. (the "**Underlying Fund Administrator**") acts as the administrator and record keeper of the Underlying Fund. See "The Underlying Fund Administrator".
Auditors of the Fund and the Underlying Fund:	KPMG LLP
Legal Counsel to the Fund and Underlying Fund:	McMillan LLP Toronto, Ontario
Year-end:	December 31
Statutory and Contractual Rights of Action:	Purchasers of Units are entitled to the benefit of certain statutory or contractual rights of action. See "Purchasers' Statutory and Contractual Rights of Action for Rescission and Damages".

GLOSSARY

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

"**Administration Agreement**" means the administration agreement, as the same may be amended from time to time, pursuant to which the Fund Manager has delegated certain administrative functions in relation to the Fund to the Administrator;

"**Administrator**" means SGGG Fund Administration Inc. the administrator and record-keeper of Fund;

"**Applicable Securities Laws**" means, at any time, the securities laws, regulations and rules in the Offering Jurisdictions and the requirements, rules and policies of the Canadian securities regulatory authorities that are then applicable to the Fund or the Underlying Fund in the circumstances;

"**Business Day**" is any (A) day that is not (i) a Saturday or Sunday, (ii) a day on which any of the four major futures exchanges (CME (solely with respect to futures contracts on currencies, interest rates and equity indices), ICE Futures Europe (solely with respect to futures contracts on short selling and euribor), Eurex and TSE) or NYSE or NASDAQ are closed or without settlement, and (iii) a day on which banks in New York City are authorized or obliged to close by law, regulation, or government or executive order, or (B) such other dates as the Fund Manager may, in its sole and absolute discretion, determine. For the avoidance of doubt, if one of the exchanges listed in (A)(ii) above has a half day, it is not considered to be closed and does not preclude such day from being considered a Business Day;

"**Class**" means, as the context indicates, a particular class of Units or Underlying Fund Units;

"**Class Net Asset Value**" means the Net Asset Value of any Class of Units of the Fund;

"**Close of Business**" means 4:00 p.m. (Eastern time) on any Business Day;

"**CRA**" means the Canada Revenue Agency;

"**Declaration**" means the declaration of trust dated as of dated March 31, 2020 entered into by Spartan as settlor and trustee as the same may be amended and restated or supplemented from time to time;

"**Fund**" means FORT Global Diversified (Canada) Trust, an open-end investment trust established under the laws of the Province of British Columbia on March 31, 2020 pursuant to the Declaration;

"**Fund Manager**" means Spartan in its capacity as the investment advisor and investment fund manager to the Fund;

"**General Partner Allocation**" means the profits of the Underlying Fund allocable to the Underlying Fund GP on a quarterly basis or upon a redemption of Underlying Fund Units in relation to its holding of Class S Underlying Fund Units as described under "The Underlying Fund LPA – General Partner Allocation";

"**Net Asset Value**" means the net asset value of the Fund calculated as described under "Determination of Net Asset Value";

"**Net Asset Value per Unit**" means the Net Asset Value attributable to each Unit;

"**NI 45-106**" means National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators;

"**Offering**" means the offering of an unlimited number of Units of the Fund on a continuous basis pursuant to exemptions from the prospectus requirements of Applicable Securities Laws;

"**Offering Jurisdictions**" means, collectively, each of the provinces of Canada;

"**Offering Memorandum**" means this offering memorandum as the same may be amended, restated or supplemented from time to time;

"**Redemption Date**" means immediately following the Close of Business on each Business Day and any other day as the Fund Manager may determine;

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

"**Spartan**" means, as the context requires, Spartan Fund Management Inc. in its own right and in its capacity as the trustee, investment fund manager and advisor to the Fund and the investment fund manager and investment advisor to the Underlying Fund;

"**Sub-Adviser**" means FORT, L.P. the sub-adviser to the Underlying Fund

"**Subscription Agreement**" means the subscription agreement a subscriber must complete to initially subscribe for Units of the Fund;

"**Tax Act**" means the *Income Tax Act* (Canada) as amended from time to time and all regulations promulgated thereunder;

"**Trustee**" means Spartan, or if applicable its successor, in its capacity as trustee of the Fund under the Declaration;

"**Underlying Fund**" means FORT Global Diversified (Canada) L.P., a limited partnership established under the laws of the Province of Ontario on April 28, 2017;

"**Underlying Fund Administrator**" NAV Consulting, Inc., an Illinois corporation; the administrator and record-keeper of the Underlying Fund;

"**Underlying Fund Administration Agreement**" means the administration agreement of the Underlying Fund, as the same may be amended from time to time, pursuant to which the Underlying Fund Manager has delegated certain administrative functions in relation to the Underlying Fund to the Underlying Fund Administrator;

"**Underlying Fund GP**" means FORT Global LLC, a limited liability company formed under the laws of the Sate of Delaware which acts as the general partner of the Underlying Fund;

"**Underlying Fund IMA**" means the investment management and advisory agreement dated as of April 7, 2020 between the Underlying Fund GP and Spartan, in its capacity as investment advisor, as the same may be amended from time to time;

"**Underlying Fund LPA**" means the amended and restated limited partnership agreement dated as of April 7, 2020 between the Underlying Fund GP, the Underlying Fund and the limited partners of the Underlying Fund as the same may be further amended and restated from time to time;

"**Underlying Fund Management Fees**" means the management fees to which each Class of Units are indirectly subject as a result of the Fund's investment in the Underlying Fund and payable to Spartan in its capacity as investment advisor of the Underlying Fund as described under "Fees and Expenses Relating to the Fund";

"**Underlying Fund Sub-Advisory Agreement**" means the sub-advisory agreement between Spartan, in its capacity as Underlying Fund Manager and the Sub-Adviser dated as of April 7, 2020;

"**Underlying Fund Units**" means, collectively, the classes of limited partnership units in the authorized capital of the Underlying Fund as may be created from time to time;

"**Units**" means the trust units of the Fund;

"**Unitholders**" means the holders of Units; and

"**Valuation Date**" means the last Business Day of any week and December 31 or any such other day as determined by the Fund Manager.

THE FUND

The Fund is an open-end investment fund established as a trust under the laws of the Province of British Columbia on March 31, 2020 and governed by the Declaration. The principal office of the Fund and the head office of Spartan are situated at Suite 2101, 100 Wellington Street West, Toronto, Ontario, M5K 1J3.

The Fund is an open-end pooled fund designed to provide eligible investors (see "**Purchase Procedure**") with the advantages of professional investment management and portfolio diversification.

The only undertaking of the Fund is the investment of its assets. An investment in the Fund is represented by Units. See "Description of Units".

THE DECLARATION

The Declaration

The rights and obligations of Unitholders are governed by the Declaration. The principal provisions of the Declaration are summarized throughout this Offering Memorandum. A copy of the Declaration may be reviewed at the principal offices of Spartan during normal business hours or may be obtained by any Unitholder upon written request to Spartan.

This summary is not intended to be complete. A prospective investor may request for their review purposes the Declaration itself for full details of these provisions.

The Trustee

Pursuant to the Declaration, the Trustee acts on behalf of all Unitholders in matters relating to the Fund. The principal office of the Trustee is situated at Suite 2101, 100 Wellington Street West, Toronto, Ontario, M5K 1J3.

The Trustee, and any successor trustee of the Fund, must be a resident of Canada for tax purposes. If the Trustee becomes a non-resident of Canada, it shall be automatically removed and replaced by the Fund Manager. The Trustee may resign upon ninety (90) days' written notice to the Fund Manager. The resignation takes effect on the date specified in the notice or, if the Fund Manager appoints a successor trustee in the interim, the resignation is immediately effective upon appointment of the successor trustee. If the Fund Manager fails to appoint a successor trustee within 90 days of the notice of resignation, the Declaration and the Fund shall terminate. In addition, the Fund Manager may remove the Trustee upon sixty (60) days' notice to the Trustee and the Unitholders and the appointment of a successor trustee.

The Declaration provides that the Trustee shall not be liable to the Fund Manager, the Fund or to any Unitholder for any loss or damage relating to any matter regarding the Fund except in cases of wilful misconduct, bad faith, and gross negligence, reckless disregard of its duties or breach of its standard of care. In performing its obligations and duties, the Trustee must act honestly and in good faith and must exercise the degree of care, diligence and skill that a reasonably prudent Canadian trust company would exercise in comparable circumstances. Furthermore, the Trustee shall not be liable for any acts or omissions based on reliance upon the instructions of the Fund Manager. In addition, the Declaration contains other customary provisions limiting the liability of the Trustee and indemnifying the Trustee, or any of its officers, directors, employees or agents, in respect of certain liabilities incurred by any of them in carrying out the Trustee's duties.

The Trustee shall not receive any fees in respect of its services under the Declaration.

Meetings of Unitholders

The Fund will not hold regular meetings, however the Fund Manager may convene a meeting of Unitholders as it considers appropriate or advisable from time to time. Unitholders holding not less than 50% of the votes attaching to all outstanding Units of the Fund may requisition a meeting of Unitholders by giving written notice to the Fund Manager and the Trustee in accordance with the Declaration.

Not less than twenty-one (21) days' notice will be given of any meeting of Unitholders. The quorum at any meeting is two or more Unitholders present in person or by proxy representing not less than 10% of the outstanding Units as of the record date for the meeting. If no quorum is present at such meeting when called, the meeting will be adjourned by the Trustee to a date and time determined by the Trustee, and at the adjourned meeting the Unitholders then present in person or represented by proxy will form the necessary quorum, if notice of the adjourned meeting is given.

Any written consent or approval of Unitholders under the Declaration must be given by not less than 50% of the Units.

Amendments to Declaration

Subject to the provisions of the Declaration and any approval required under Applicable Securities Laws, the Fund Manager is entitled, in its discretion from time to time by supplemental trust deed or by amending and restating the Declaration to amend, delete, expand, or vary any provision of the Declaration in any appropriate fashion if the amendment, in the opinion of counsel for the Fund Manager, does not constitute a material change and does not relate to any of the matters requiring Unitholder approval pursuant to the Declaration. No amendment to the Declaration shall be made unilaterally by the Fund Manager which adversely affects the pecuniary value of the interest of any Unitholder in the Fund, restricts any protection provided to the Trustee or increases the responsibilities of the Trustee under the Declaration.

Notice of any amendment to the Declaration made in the discretion of the Fund Manager shall be given in writing to Unitholders and any such amendment shall take effect on a date to be specified in such notice (which date shall be not less than 30 days after notice of the amendment is given to Unitholders). However, the Fund Manager and the Trustee may agree that an amendment shall become effective at an earlier time if that seems desirable and the amendment is not detrimental to the interest of any Unitholder.

The Declaration may be amended, deleted, expanded or varied by the Fund Manager without any prior notice to, or approval of, Unitholders if the amendment is:

(a) necessary to comply with applicable laws or regulatory authorities or to bring the Declaration into conformity with current practice;

(b) to correct any ambiguity, defective or inconsistent provision, omission, mistake or error contained in the Declaration; or

(c) to provide additional protection to Unitholders or enhance the rights of Unitholders;

provided, in each case, that Unitholders are provided with notice of the amendments in the next regularly scheduled report from the Fund Manager to Unitholders

Other that amendments requiring the approval of Unitholders. The Declaration may be amended, deleted, expanded or varied by the Fund Manager, with the approval of the Trustee, upon 90 days' prior written notice to Unitholders, or earlier with the consent of the Unitholders.

The attributes of any Class of Units of the Fund may be amended, deleted, expanded or varied by the Fund Manager in its discretion without any prior notice to, or approval of, Unitholders of that Class if the amendment is, in the opinion of the Fund Manager, for the protection of or benefit to Unitholders of that Class.

Any provision of the Declaration may be amended, deleted, expanded or varied with the approval of the relevant Unitholders for any of the following purposes:

(a) any change to the amendment provisions of the Declaration;

(b) any proposed amendment to the Declaration that would change the basis of the calculation of a fee or expense that is charged to the Fund in a way that could result in an increase in charges to the Fund;

(c) the Fund Manager is changed, unless the new manager is an affiliate of the current Fund Manager;

(d) the fundamental investment objectives of the Fund are changed;

(e) the Fund decreases the frequency of the calculation of its Net Asset Value;

(f) the redesignation of Classes of Units which have been issued as Units of any other Class if approval for such redesignation is required under the Declaration;

(g) the Fund undertakes a reorganization with, or transfers its assets to, another fund, if

(i) the Fund ceases to continue after the reorganization or transfer of assets, and

(ii) the transaction results in the Unitholders of the Fund becoming unitholders in the other fund; or

(h) the Fund undertakes a reorganization with, or acquires assets from, another fund, if

(i) the Fund continues after the reorganization or acquisition of assets,

(ii) the transaction results in the unitholders of the other fund becoming Unitholders in the Fund, and

(iii) the transaction would be a significant change to the Fund.

The amendments, deletions, expansions or variations requiring Unitholder approval (a "proposed change") as described above may only take effect upon the approval of not less than a majority (50%) of the votes cast at a meeting of the Unitholders of the Fund or the Class of Units as the case may be, duly called for the purpose of considering the proposed change (or by written resolution of such Unitholders or Class of Unitholders, as applicable, in accordance with the provisions of the Declaration).

THE FUND MANAGER

Spartan is a company incorporated under the laws of the Province of Ontario which acts as the trustee, investment fund manger and portfolio manager of the Fund and also as exempt market dealer in connection with the distribution of Units in the Offering Jurisdictions. The head office and principal place of business of the Fund Manager is Suite 2101, 100 Wellington Street West, Toronto, Ontario, M5K 1J3. The Fund Manager is responsible for the management of the day to day operations of the Fund and the conduct of the Fund's trading and investment activities.

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

The Fund Manager, established in 2006, is an asset management firm that specializes in providing, through pooled funds, a broad selection of alternative investment solutions that meet a variety of investment needs. The Fund Manager accesses alternative investment solutions through investment teams employed by Fund Manager or by way of sub advisory arrangements with other registrants. The Fund Manager's clients primarily consist of high net worth individuals and family offices who access their funds directly or through registered advisors. The Fund Manager currently manages approximately $1.2B in client assets.

Duties of Fund Manager

Spartan acts as the Fund Manager pursuant to the provisions of the Declaration.

The Fund Manager is responsible for the day-to-day business of the Fund including management of the Fund's investment portfolio. The Fund Manager is required to exercise its powers and discharge its duties honestly, in good faith, and in the best interests of the Fund and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. Among its other powers, the Fund Manager will establish the Fund's operating expense budget and authorize the payment of operating expenses.

The Fund Manager's responsibilities include general administrative and management services and the calculation and reporting to the Fund of its Net Asset Value on a monthly basis. The Fund Manager has delegated certain administrative functions to the Administrator pursuant to the Administration Agreement.

In acting as investment advisor to the Fund, Spartan provides investment advisory and portfolio management services to the Fund pursuant to the provisions of the Declaration. Spartan is solely responsible for all investment decisions relating to the Fund and for monitoring the Fund's investments and, in connection with such holdings, the portfolio of the Underlying Fund. In acting in such capacity, Spartan is required to exercise its powers and discharge its duties honestly, in good faith, and in the best interests of the Fund and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

Spartan also acts as the investment fund manager and investment advisor to the Underlying Fund.

Resignation and Replacement of Fund Manager

The Declaration provides that Spartan may resign as Fund Manager by giving notice in writing to the Trustee and the Unitholders not less than 90 days prior to the date on which such resignation is to take effect. The resignation of such duties by Spartan shall take effect on the date specified in such notice.

Following its resignation, Spartan may appoint any person, including an affiliate of Spartan, to assume the duties and responsibilities of investment fund manager and/or investment advisor to the Fund under the provisions of the Declaration and, upon any necessary notice to, or approval of Unitholders being given or obtained and such successor agreeing to act as investment fund manager and investment advisor of the Fund and assuming the duties and responsibilities of Spartan under the Declaration, Spartan shall cease to be investment fund manager and/or investment advisor of the Fund and shall be relieved from its duties and responsibilities under the Declaration. Upon a change of investment fund manager and/or investment advisor, Spartan shall deliver to, or the order of, at the request of the successor investment fund manager and/or investment advisor, all records or other documents with respect to the Fund which it has in its possession.

If, prior to the effective date of resignation by Spartan, a successor investment fund manager and investment advisor is not appointed, the Declaration shall be terminated upon the effective date of resignation of Spartan and the net assets of the Fund shall be distributed in accordance with the provisions of the Declaration. In such circumstances Spartan shall continue to act as Fund Manager until all of the net assets of the Fund have been distributed to Unitholders.

Indemnification of Fund Manager

The Declaration provides that the Fund Manager and its affiliates, subsidiaries and agents and their respective directors, officers and employees and any other person (collectively the "**Indemnified Persons**" and individually, an "**Indemnified Person**") have a right of indemnification from the Fund for all costs, charges and expenses sustained or incurred including all legal fees, judgments and amount paid in settlement in or about any action, suit or proceeding that is brought, commenced or prosecuted against it for or in respect of any act, deed, omission, matter or thing whatsoever made, done or permitted by it in or about the proper execution of the services provided under the Declaration provided that the act, deed, omission, matter or thing that caused the payment of the costs, charges, expenses, fees, judgments or amounts paid in settlement was in the best interests of the Fund and provided that such Indemnified Persons shall not be indemnified by the Fund where there has been gross negligence, misfeasance or wilful misconduct on the part of the Fund Manager or such Indemnified Person or in circumstances where the Fund

Manager has failed to fulfill its standard of care as set out in the Declaration unless in an action brought against such Indemnified Persons, they have achieved complete or substantial success as a defendant or, in the case of a criminal suit or administrative action or proceeding, such Indemnified Person had reasonable grounds for believing that its conduct was lawful.

Officers, Directors and Key Investment Personnel of Spartan

Spartan currently has 23 employees located in two offices.

The name and position with the Fund Manager of its directors and executive officers as well as those of its employees who have primary responsibility for providing management and investment advisory services to the Fund are set out below:

Name and Municipality of Residence	***Position with Fund Manager***
Gary Ostoich Toronto, Ontario	President, Ultimate Designated Person and Chief Compliance Officer
Brent Channell Oakville, Ontario	Managing Director
John Ackerl Millgrove, Ontario	Chief Investment Officer

Gary Ostoich, J.D., CAIA – President, Ultimate Designated Person and Chief Compliance Officer

Mr. Ostoich is a Canadian hedge fund executive with more than 25 years of experience covering all aspects of the hedge fund industry. As President of Spartan, his role primarily involves overseeing existing business lines and infrastructure, new product development and being part of the investor relations team that interacts with high-net-worth and family office investors.

Mr. Ostoich started his career in the hedge fund industry while a partner at law firm McMillan LLP in Toronto, which he joined in 1987. He headed up McMillan's hedge fund practice and sat on their management committee. While there, he was repeatedly included in LEXPERT's Guide to the Leading 500 Lawyers in Canada.

In 2003, Mr. Ostoich was instrumental in establishing the Canadian chapter of the Alternative Investment Management Association (AIMA). He is a past Chairman of AIMA Canada.

Mr. Ostoich has written and spoken extensively in Canada and abroad on various issues that relate to the hedge fund industry, ranging from regulatory and compliance issues to the development of structured products for institutions. He has also appeared before various regulatory bodies and task forces within Canada relating to hedge funds, including testifying before the Senate Banking Committee in Canada regarding hedge fund regulation.

Brent Channell, MBA – Managing Director

Mr. Channell has over 25 years of experience in alternative investments, the derivatives markets and corporate finance. As Managing Director his role focuses on all aspects of Spartan's business, including financial, operational and new product development.

Mr. Channell started his career with the Royal Bank of Canada in 1983 in corporate finance where he worked extensively on leverage buy-outs and corporate restructurings. In 1989 he moved into the interest rate and currency derivatives market, responsible for financial institutions, provincial and corporate clients. In 1994 Brent joined Citibank Canada as Managing Director, Structured Finance to focus on the investor market.

From 1998 to 2009, Brent worked with a large global multi-strategy fund of fund hedge fund manager to introduce products to the Canadian institutional marketplace. During this time, he and his partners also created and introduced numerous innovative alternative investment products to the retail market.

Brent obtained his B. Comm (Honours) with a specialization in Finance from the University of British Columbia and his MBA from Queen's University at Kingston, Ontario.

John Ackerl, MBA, CFA – Chief Investment Officer

As Chief Investment Officer, Mr. Ackerl is responsible for overseeing all of Spartan's portfolio management activities and personnel, including investment strategy, trading and risk management.

Mr. Ackerl spent the majority of his career at McLean Budden where he headed up the Portfolio Analytics Team, was a voting member of the Canadian equity Core Team and was involved in systems and product development. He also has experience in client service and manager research at Mercer's and Ernst & Young, in addition to experience with start-up investment management firms.

Mr. Ackerl is a graduate of the MBA (Finance) program at the University of British Columbia and received an Honours Bachelor of Science degree from the University of Guelph. As well, Mr. Ackerl has completed the Canadian Securities Course and is a Chartered Financial Analyst (CFA) and a Commodity Trading Manager (CTM).

THE SUB-ADVISER

The Underlying Fund Manager has designated the Sub-Adviser, which is an affiliate of the Underlying Fund GP, to serve as the sub-adviser to the Underlying Fund Manager in connection with the conduct of the Underlying Fund's trading and investment activities. Dr. Yves Balcer and Dr. Sanjiv Kumar, the two trading principals of the Sub-Adviser, co-founded the Sub-Adviser's predecessor, FORT Inc., in 1993. Together, Drs. Balcer and Kumar have over 50 years of experience managing multi-billion dollar portfolios invested in global fixed income instruments. They met at The World Bank, where they managed the liquidity portfolio of the International Bank for Reconstruction and Development's Investment Department.

The Sub-Adviser was established in 1999. The Sub-Adviser has been registered with the CFTC as a CPO and as a CTA since September 21, 1999, and is a member of the NFA in such capacities. The Sub-Adviser is the direct successor to FORT Inc., which was registered as a CTA and CPO beginning in October 1993. In addition, the Sub-Adviser registered in January 2014 with the SEC as an investment adviser under the Investment Advisers Act of 1940, as amended. Such registrations and memberships do not imply that the CFTC, the NFA or the SEC have endorsed the Sub-Adviser's qualifications to provide the advisory services set forth in this Offering Memorandum.

The Sub-Adviser's general partner and the Underlying Fund's managing member is FORT Management Inc., a Delaware corporation that is equally controlled by Drs. Balcer and Kumar. Fastnet US IM Holdings Ltd. and Fastnet Offshore IM Holdings Corp, affiliates of Goldman Sachs & Co., collectively own a 9.99% revenue share in the Sub-Adviser and Fastnet US GP Holdings Ltd. and Fastnet Offshore Holdings LP, affiliates of Goldman Sachs & Co., collectively own a 9.99% revenue share in the Underlying Fund GP.

The principal office of the Sub-Adviser is located at 2 Wisconsin Circle, Chevy Chase, Maryland, U.S.A., 20815; telephone: 301.986.6940; email: *info@fortlp.com*.

Principals of the Sub-Adviser

The following are brief biographies of Dr. Yves Balcer and Dr. Sanjiv Kumar, the founding and trading principals of the Sub-Adviser.

Dr. Yves Balcer

Dr. Balcer has been a principal of the Sub-Adviser since its inception (including its predecessor entity, FORT Inc.) in 1993, and is the Chief Executive Officer of FORT Management Inc., the general partner of the Sub-Adviser. Dr. Balcer was formerly a Senior Manager of Investment at The World Bank, where he worked from August 1985 to August 1987 and from May 1988 to December 1992. During his last two years at The World Bank, he directed the research and implementation of system-based trading strategies in global bond markets. Prior to that, he served at various times as Senior Manager for the North American, European and Asian portfolios, where he managed professional traders overseeing $20 billion in fixed income assets. Between September 1987 and April 1988, Dr. Balcer served as Director of Research and Arbitrage at Midland-Montagu Securities in San Francisco. From 1977 to 1985, he was a professor of economics at the University of Wisconsin, Madison. Dr. Balcer has published more than twenty-five finance and economics articles in professional journals. He has a Ph.D. in Economics and Finance from M.I.T., a Ph.D. in Operations Research and a M.S. in Statistics from Stanford University and a M.S. in Mathematics from Université de Montréal, Canada.

Dr. Sanjiv Kumar

Dr. Kumar has been a principal of the Sub-Adviser since its inception (including its predecessor entity, FORT Inc.) in 1993, and is the President of FORT Management Inc., the general partner of the Sub-Adviser. Dr. Kumar was formerly a Senior Manager of Investment at The World Bank, and he was responsible for investing $10 billion in US and Canadian dollar securities. He joined The World Bank in 1987, and during his time there he managed large fixed income portfolios in all the major currencies. From 1985 to 1986, he was Vice-President with Free Market, Inc., an economic and financial advisory firm for institutional money managers in Chicago. Dr. Kumar has a Ph.D. in Economics from the University of Chicago and a B.A. in Mathematics from the University of Delhi, India.

THE ADMINISTRATOR

SGGG Fund Administration Inc. (the "**Administrator**") acts as the administrator and record-keeper of the Fund pursuant to the terms of the Administration Agreement. The main office of the Administrator is located at 300-121 King Street West, Toronto, Ontario, Canada M5H 3T9.

Pursuant to the Administration Agreement, the Administrator has also agreed to perform certain accounting, unit record keeping, back-office, data processing and related professional services for the Fund.

In performing its duties, the Administrator will be entitled to rely, and generally will rely, on information provided to it by the third parties, including the Fund, and will not be responsible for errors contained in such information received.

The Administrator is a corporation based in Toronto. Today, it serves hundreds of funds within Canada as well as some funds outside of Canada. The Administrator employs a staff of over 150 professionals located in Toronto and Cayman.

Pursuant to the Administration Agreement, the Fund Manager on behalf of the Fund has agreed to indemnify, defend, and save the Administrator and each of its directors, officers, employees and agents (collectively, the "**Administrator Indemnified Parties**") and their respective successors and assigns from and against any liability, loss, cost or expense (including, without limitation, reasonable legal fees and expenses) (collectively, **"Fund Related Losses**") of the Administrator Indemnified Parties arising from, related to or in connection with the engagement or any service provided during the engagement, including but not limited to any Fund Related Losses other than liabilities, damages, claims, costs, expenses or losses arising out of the Administrator's own gross negligence or willful misconduct.

The Administration Agreement may be terminated at any time by any party thereto upon at least 3 months' prior

written notice to the other party. The Administration Agreement may also be terminated by the Fund Manager if the Administrator is in material breach of the Agreement and such breach has not been remedied within ten (10) business days of receipt of notice thereof.

The Administrator is not registered in any capacity with the securities regulatory authorities in Canada. The services provided by the Administrator are purely administrative in nature. The Administrator has no responsibilities or obligations other than the services specifically listed in the Administration Agreement. The Administrator does not provide tax, legal or investment advice. The Administrator does not have custody of the assets of the Fund, it does not verify the existence of, nor does it perform any due diligence on the underlying investments of the Fund.

The Administrator will have no responsibility with respect to trading activities of the Fund (or the monitoring thereof), the activities of the Underlying Fund, the Underlying Fund GP, the Fund Manager, the Sub-Adviser or the accuracy or adequacy of this Offering Memorandum.

INVESTMENT OBJECTIVE AND STRATEGY OF THE FUND

The investment objective of the Fund is to achieve attractive absolute rates of return that are generally uncorrelated with global equity indices.

The Fund will seek to achieve its investment objective by investing all or substantially all of its assets directly in Underlying Fund Units. The assets attributable to each Class of Units issued will be invested in a corresponding Class of Underlying Fund Units. No sales commission, trailing commission or other brokerage fees will be charged to the Fund in respect of its investment in Underlying Fund Units. In the future, the Fund may seek to achieve its investment objective through investments in one or more additional or other investment funds advised by the Sub-Adviser which have substantially the same investment objective and utilize substantially the same trading program as the Underlying Fund.

The return to holders of each Class of Units will be dependent upon the return of the corresponding class of Underlying Fund Units. There is no guarantee or other form of principal protection for any amounts invested by a Unitholder. Due to variations in expenses, the return of the Fund will be different than the return of the Underlying Fund.

The exposure of the Fund to the returns of the Underlying Fund will have the indirect effect of exposing the Fund to the use of leverage. See "Investment Strategies Utilized by the Underlying Fund".

THE UNDERLYING FUND

The Underlying Fund is a limited partnership formed under the laws of the Province of Ontario pursuant to a declaration of limited partnership filed on April 28, 2017 and governed by the Underlying Fund LPA as the same may be further amended and restated from time to time.

The capital of the Underlying Fund consists of an unlimited number of limited partnership units issuable in an unlimited number of Classes. The current authorized classes of limited partnership units of the Underlying Fund consist of class A, class B, class F and class P units.

The Underlying Fund GP, a Delaware limited liability company organized in 2001, acts as the general partner of the Underlying Fund.

Spartan acts as the investment fund manager and investment advisor to the Underlying Fund pursuant to the terms of the Underlying Fund IMA. Spartan has appointed the Sub-Adviser to act as sub-adviser to Spartan in relation to the Underlying Fund pursuant to the terms of the Underlying Fund Sub-Advisory Agreement. See "Material Agreements the Underlying Fund – Underlying Fund IMA and – Underlying Fund Sub-Advisory Agreement".

INVESTMENT OBJECTIVE OF THE UNDERLYING FUND

The investment objective of the Underlying Fund is to achieve attractive absolute rates of return that are generally uncorrelated with global equity indices. The Underlying Fund may take long or short positions. The Underlying Fund's trading program (referred to in this Offering Memorandum as the "Global Diversified" investment strategy) is agnostic as to which trading instruments and strategies it might employ in the future. The program follows a systematic approach and invests only in instruments with demonstrated liquidity such that they are generally able to be converted to cash within a few days without material discount in value.

There can be no assurances that the investment objective of the Underlying Fund will be achieved.

INVESTMENT STRATEGIES UTILIZED BY THE UNDERLYING FUND

The Global Diversified investment strategy utilized by the Underlying Fund will be implemented by the Sub-Adviser under the supervision of Spartan and currently has three elements:

- An actively managed portfolio comprised of a broad spectrum of worldwide financial and non-financial futures contracts, including, but not limited to, contracts on short-term interest rates, bonds, currencies, stock indices, energy, metals and agricultural commodities utilizing the Sub-Adviser's proprietary systematic trading strategies (the "**Futures Strategies**");

- An actively managed portfolio of publicly traded securities and stock index futures contracts (the "**Equity Market Neutral**" strategy); and

- A portfolio of cash equivalents, U.S. government securities and other short-term, high grade debt securities.

The Global Diversified investment strategy is based on two main beliefs: (1) returns that are uncorrelated with broad market indices such as S&P and/or MSCI indices are more desirable as those indices are subject to comparable cycles to those of the broad economy, which in turn, affect one's salary and wealth; and (2) markets are imperfect and returns can be extracted from those imperfections through disciplined investment.

The Sub-Adviser also believes that an investment strategy is only as successful as the confidence an adviser has in its statistical basis, particularly under adverse market conditions. Unlike non-systematic traders, whose behavioral biases may influence decisions, the Sub-Adviser practices a disciplined systematic investment process. By quantifying the circumstances under which investment decisions are made, the Sub-Adviser's systematic trading strategies can provide investors with a consistent approach to markets that is designed to remove judgmental or emotional bias from the trading process.

In the futures markets, the Sub-Adviser believes that returns can be extracted from trends in price movements and that market prices are the key aggregator of the pertinent information to profit from trends. In the individual equity markets, the Sub-Adviser believes that material information can be obtained by examining the financial statements of individual equities and the market dynamics in which they trade.

All investment programs are subject to risk, including the risk of loss. There can be no assurance that the Underlying Fund will achieve its objectives or avoid incurring substantial or total losses.

The Futures Strategies

The Futures Strategies consist of a mix of futures strategy components selected by the Sub-Adviser from time to time, which currently include: (i) trend-anticipating; (ii) trend-following; and (iii) mean reversion. At times, trade signals generated by the Futures Strategies may result in the Futures Strategies acquiring offsetting positions in a particular market. The Sub-Adviser determines the components of the Futures Strategies and their respective target allocations, as it deems appropriate. The strategy components and their respective target allocations may fluctuate, due to differences in return and other factors.

The Futures Strategies are designed such that in the normal course of business, the Sub-Adviser exercises little or no discretion over the rule-based and computerized trading signals generated by the Futures Strategies. Trading decisions are based solely on market data (for example: prices, volume and volatility) – not on factors external to the trading markets that affect supply and demand. The Futures Strategies operate on the theory that market prices at any given point in time reflect all known factors affecting supply and demand of a particular financial instrument, currency or commodity.

(i) *Trend-Anticipating Component*

The trend-anticipating component of the Futures Strategies consists of the Sub-Adviser's global contrarian trading program ("**Global Contrarian**"), a systematic, technical, trend-anticipating trading program that attempts to profit from emerging trends by identifying price behaviors that signal possible turning points. Unlike a trend-following program, which would attempt to identify existing trends, Global Contrarian attempts to anticipate trends before they occur. Global Contrarian is designed such that in the normal course of business, the Sub-Adviser exercises little or no discretion over the rule-based and computerized trading signals generated by Global Contrarian. Trading decisions are based solely on market data (for example: prices, volume and volatility) - not on factors external to the trading markets. Global Contrarian operates on the theory that market prices reflect all known factors affecting supply and demand of a particular financial instrument, currency or commodity.

Global Contrarian is designed to incorporate concepts akin to "channels," which the Sub-Adviser attempts to define using systematic mathematical tools. The Sub-Adviser believes that this style is markedly different from trend-following strategies, which are generally late to enter and exit a trend. In contrast, Global Contrarian is designed to enter and exit a trend early.

Global Contrarian generally takes positions while the market is moving against the signal. As a result, its performance can be much more volatile than traditional trend-following models, but the potential for diversification is much greater. The allocation of capital is geographically diversified across Europe, North America, Asia and Australia. This global and sector diversification also provides the Underlying Fund with opportunities to seek profits in a variety of market environments.

Global Contrarian generally seeks to anticipate and capitalize on short-to-intermediate-term trends. Because Global Contrarian seeks to anticipate trends in market prices, it has the potential to perform well even in what standard trend-following systems perceive as directionless periods.

Rather than estimating single point values, such as in maximum likelihood techniques, the Sub-Adviser uses estimates from a range of values. The Sub-Adviser considers its approach similar to a fund-of-funds allocator that invests capital across a number of different managers rather than investing all of its capital with a single manager. The Sub-Adviser then uses Bayesian learning techniques to systematically adjust model parameters, markets and sectors.

Global Contrarian is adaptive by nature. On a daily basis, new price information is entered into the system an included in the calibration for the next day's trading signals. Markets evolve and the Sub-Adviser's estimated values reflect this new information. Although failure to re-estimate system values by not incorporating new information can lead to a deterioration of the system's performance, a single day's information is expected to change the estimated values only marginally.

(ii) *Trend-Following Component*

The trend-following component of the Futures Strategies attempts to profit from long-term price trends using traditional indicators such as moving average, break-out, and regression. It attempts to capture large moves in currency, commodity, fixed income, and equity index futures. As a momentum-based approach, it buys when market prices rise and sells when market prices decline. A certain amount of time must elapse for this component of the trading program to infer and confirm a trend, and it does not exit a trend until it has determined that the trend has ceased to exist. Because the trend-following strategy seeks to identify trends in market prices, it has the potential to perform well during long-term, high volatility markets or during periods of market stress. Conversely, the trend-following strategy can lead to flat or negative performance during periods in which no major price trends develop or when markets exhibit short-term volatility.

(iii) *Mean-Reversion Component*

The mean-reversion component of the Futures Strategies attempts to profit from anticipated reversions to the mean. If momentum, trader positioning, volumes or the underlying components of a market are estimated to be out of balance and likely to reverse (i.e. the price is likely to revert up/down to its average over a set period), the mean reversion component seeks to take an opposite position in the relevant futures contract. Holding periods are typically less than one week in duration, though they can range to several months. The models may trade more than once a day.

At times, trade signals generated by the Futures Strategies may result in the Underlying Fund acquiring offsetting positions in a particular market.

Equity Market Neutral Strategy

The Equity Market Neutral strategy is based upon a variety of fundamental and technical signals derived from public information. However, as with the Futures Strategies, the Sub-Adviser practices a disciplined systematic investment process by quantifying the circumstances under which investment decisions are made. Equity Market Neutral trades single stock equities, as well as stock index futures contracts. The Underlying Fund will not purchase "new issues" as defined in Rule 5130 of the Financial Industry Regulatory Authority, Inc.

Equity Market Neutral can be thought of as equity market neutral with any alpha driven by fundamental value. The Sub-Adviser has invested with this strategy since 2008 using proprietary capital.

Cash Management

The Underlying Fund deposits certain amounts of cash with Clearing Brokers to meet margin requirements, which amounts are invested in permissible investments as defined by applicable law or by the rules of the applicable clearing houses. In addition, the Underlying Fund purchases securities through its broker for its Equity Market Neutral strategy with cash. Any remaining cash is invested by the Cash Manager at the direction of the Sub-Adviser in treasury bills, government agency securities, overnight bank deposits and money market funds invested in treasury securities and/or may be used to enter into repurchase agreements, reverse repurchase agreements and securities lending agreements. This remaining cash must remain unencumbered as it may be needed on short notice to satisfy margin requirements. See "The Cash Management Service Provider," below for information on the Cash Manager.

Portfolio Composition and Leverage

The Underlying Fund's portfolio composition created by the Sub-Adviser currently allocates the risk (as measured by volatility) as follows: two thirds of the risk is allocated to the Futures Strategies and one third to Equity Market Neutral. The Sub-Adviser may adjust the foregoing allocations from time to time.

Currently, the Sub-Adviser's trading strategies use cash for two purposes: margin deposits and equity purchases. The Sub-Adviser's goal is to use no more than 20% of the total available cash for margin deposits, which includes goals of using no more than 12% of cash for the Futures Strategies' margin deposits and no more than 8% of cash for margin deposits supporting the stock index futures portion of Equity Market Neutral. Currently, the Sub-Adviser seeks to use approximately 67% of the total available cash to purchase equities for the Equity Market Neutral, although the Sub-Adviser may adjust the foregoing target from time to time. In practice, the percentage of cash used for these purposes will vary over ranges around the above targets depending on the amount of cash used to purchase equities relative to the aggregate margin requirements of the Sub-Adviser's strategies, which will vary according to the value of the related positions and are subject at all times to modification by the clearinghouses. Any remaining cash will be invested in highly liquid instruments or held in cash deposits as described above under "Cash Management."

The Underlying Fund's investment portfolio utilizes no leverage in the traditional sense of the term, since no borrowing takes place for the purchase of single stocks. However, the trading strategies employed by the Underlying Fund have inherent leverage with respect to futures contracts purchased on margin, although no borrowing is used to meet margin requirements.

Risk Management Techniques Employed by Sub-Adviser

Futures Strategies

The Sub-Adviser attempts to manage risk for the Underlying Fund's Futures Strategies in three ways:

Diversification

The Futures Strategies are designed to trade in global markets, including primarily Europe, North America, Asia and Australia.

Maximum Margin

The Sub-Adviser attempts to leverage capital allocations so that total margin is less than a predetermined limit. Currently, the total margin exposure is targeted not to exceed 12% for the Underlying Fund from the Futures Strategies (not including the margin necessary to sustain the futures portion of Equity Market Neutral), although the Sub-Adviser may adjust the target from time to time.

Stops

The Sub-Adviser has pre-established stop levels during the day for certain strategies and markets within the Futures Strategies.

Equity Market Neutral

The Sub-Adviser seeks to manage risk exposure through the selection of long and short positions that the Sub-Adviser believes will produce the most attractive risk adjusted portfolio return in the future.

The trading methods and strategies utilized by the Sub-Adviser are proprietary and confidential, and there are inherent limitations on all descriptions of investment processes due to the complexity, confidentiality and subjectivity of such processes. Furthermore, the Global Diversified investment strategy can be expected to evolve over time in response to market conditions and other factors. Consequently, the foregoing description of the Global Diversified investment strategy is general in nature and not intended to be complete, and should not be understood as limiting the trading activities of the Underlying Fund in any way. There are no formal limitations or restrictions on the manner in which the Global Diversified investment strategy is designed or the manner in which it trades.

As part of its ongoing research, the Sub-Adviser strives to develop new strategies that it may incorporate into the Global Diversified investment strategy from time to time. For example, although the Sub-Adviser's strategies currently do not involve trading forwards, options, swaps or security-based swaps, the Sub-Adviser may develop and incorporate into the Global Diversified investment strategy one or more strategies that trade any of these products.

There can be no assurance that the trading methods and strategies used by the Sub-Adviser will be profitable or avoid substantial losses for the Underlying Fund. Although risk management programs may mitigate the potential for certain risks, they cannot completely eliminate risk or the possibility of loss. The past performance of the Underlying Fund and other accounts managed by the Sub-Adviser is not necessarily indicative of the future results of the Underlying Fund, particularly since the Underlying Fund's strategy has been modified over the years, most recently to include investments in securities.

MATERIAL AGREEMENTS OF THE UNDERLYING FUND

The Underlying Fund LPA

The rights and obligations of limited partners (including, for greater certainty, the Fund) are governed by the Underlying Fund LPA and the Limited Partnerships Act. The principal provisions of the Underlying Fund LPA are summarized below. A copy of the Underlying Fund LPA may be obtained from either the Underlying Fund GP or Spartan upon request.

This summary of the terms of the Underlying Fund LPA is not intended to be complete. A prospective investor in the Fund is encouraged to review the Underlying Fund LPA for full details of these provisions.

Authority and Duties of the Underlying Fund GP

Pursuant to the Underlying Fund LPA, the Underlying Fund GP is responsible for the direction of the affairs of the Underlying Fund and the provision of the day-to-day management and advisory services in relation to the Underlying Fund.

The Underlying Fund GP has delegated responsibility for the direction of the day-to-day affairs of the Underlying Fund and the provision of the management and advisory services in relation to the Underlying Fund to the Underlying Fund Manager pursuant to the terms of the Underlying Fund IMA. As required for the purposes of the Underlying Fund LPA and its role as general partner of the Underlying Fund, the Underlying Fund GP has retained certain fundamental duties and responsibilities with respect to the Underlying Fund which it will exercise upon receipt of written instructions from the Underlying Fund Manager. Accordingly, any references in this Offering Memorandum or in this summary of the provisions of the Underlying Fund LPA relating to the day-to-day management obligations and duties of the Underlying Fund GP are deemed (as the context requires) to be references to the Underlying Fund Manager.

The Underlying Fund GP has the full power and authority to do such acts and things and to execute and deliver such documents as it considers necessary or desirable in connection with the offering and sale of Underlying Fund Units and for carrying on the business of the Underlying Fund for the purposes summarized herein and described more fully in the Underlying Fund LPA.

The Underlying Fund GP is required to exercise its powers and discharge its duties honestly, in good faith, and with a view to the best interests of the Underlying Fund.

Underlying Fund Units

The Underlying Fund may issue an unlimited number of Underlying Fund Units issuable in an unlimited number of classes and series. The Underlying Fund GP may, in its discretion, create different classes or series of Units. Each class and series of Underlying Fund Units have equal rights and privileges but any class or series of Underlying Fund Units may differ from other classes or series in one or more respects such as Underlying Fund Management Fees, General Partner Allocations or advisory fees and may have such other features as the Underlying Fund GP may determine.

The Underlying Fund GP may redesignate a limited partner's Underlying Fund Units from one class or series to another (and amend the number of such Underlying Fund Units so that the net asset value of the limited partner's aggregate holdings remains unchanged) and will do so in accordance with the Underlying Fund LPA.

The Underlying Fund GP also has the discretion to subdivide or consolidate Underlying Fund Units of one or more classes or series from time to time, in a manner different than other classes or series of Underlying Fund Units.

General Partner Allocation

As of the end of each calendar quarter and upon a redemption of any class of Underlying Fund Units, the Underlying Fund GP will receive a General Partner Allocation equal to 20% of the amount of any Net Profit (as hereinafter defined) allocable to each capital account that exceeds any "**Loss Carry forward**" attributable to such capital account. For the purposes of calculation of the General Partner Allocation, the term "**Loss Carryforward**" shall be the sum of all Net Loss amounts previously allocated to holders of each class of Underlying Fund Units, if any, that have not been subsequently offset by an allocation of Net Profit, as reduced proportionately to reflect any redemptions of Underlying Fund Units made by a limited partner and subject to other applicable adjustments.

For purposes of calculating the General Partner Allocation, Net Profit (as hereinafter defined) does not include interest income earned from cash balances left on deposit or invested in treasury bills, and will be calculated prior to reduction for any accrued General Partner Allocation.

The Underlying Fund GP may elect to waive all or any part of the General Partner Allocation, with respect to any limited partner without consent of or notice to any other limited partner of the Underlying Fund. Further, to the extent permissible by applicable law, the Underlying Fund GP may cause all or a portion of the General Partner Allocation to be paid to another party, including one of its affiliates and the Sub-Adviser, without consent of or notice to any limited partners of the Underlying Fund.

Allocation of Income and Losses

The Net Profit (Net Loss) attributable to each class or series (as applicable) of Underlying Fund Units shall be allocated pro-rata to the capital accounts of the limited partners holding that class or series of Underlying Fund Units. However, if the Underlying Fund Manager determines that an item of Net Profit or Net Loss is not attributable to a particular class or series of Underlying Fund Units, the item shall be allocated among all limited partners of the Underlying Fund according to each limited partner's aggregate ownership interest in the Underlying Fund at the applicable time, and among each limited partner's various capital accounts (if more than one) in proportion to the balances in such accounts.

Subject to the detailed provisions of the Tax Act, the income and losses of the Underlying Fund for tax purposes in respect of a fiscal year will, subject to certain restrictions, generally be allocated among the Underlying Fund GP and the limited partners in the same manner as allocations of accounting income and losses, with such adjustments as are deemed by the Underlying Fund GP (or Underlying Fund Manager, as applicable), acting in its sole discretion, to be necessary to effect an equitable distribution of all such amounts. For greater certainty, the Underlying Fund GP (or Underlying Fund Manager, as applicable) shall be entitled to make allocations of income or losses of the Underlying Fund for tax purposes in respect of a fiscal year of the Underlying Fund (ending on December 31 of each year) to any person who has been a limited partner of the Underlying Fund at any time in such fiscal year.

"**Net Profit***"* (or, if negative, "**Net Loss**") is (i) the sum of ((A) the Net Asset Value of the Underlying Fund at the Close of Business on the last day of the accounting period plus (B) any redemptions of Underlying Fund Units made with respect to such accounting period) minus (ii) the sum of ((A) the net asset value of the Underlying Fund as of the Close of Business on the last day of the previous accounting period plus (B) any additional subscription proceeds received by the Underlying Fund during such accounting period).

The Underlying Fund GP (or Underlying Fund Manager, as applicable) may adopt and amend an allocation policy from time to time intended to fairly and equitably allocate income or loss in the circumstances.

Distributions to Limited Partners

The amount and timing of any distributions from the Underlying Fund shall be determined by the Underlying Fund GP in its sole and absolute discretion. Distributions (with respect to any class or series) will generally be made in proportion to the capital account balances of the limited partners in respect of that class or series at the beginning of an accounting period.

Any distributions by the Underlying Fund may be paid in cash, in kind or partly in cash and partly in kind.

To the fullest extent permitted by applicable laws, no part of any distribution or any other payment to limited partners of the Underlying Fund shall be paid to any limited partner from which there is due and owing to the Underlying Fund, at the time of such distribution or payment, any amount required to be paid to the Underlying Fund pursuant to the terms of the Underlying Fund LPA or otherwise; and any such withheld distribution or payment shall be set off against such limited partner's obligation to the Underlying Fund and shall be deemed to have been distributed or paid to such limited partner in accordance with the relevant section of the Underlying Fund LPA and, in turn, paid to the Underlying Fund in satisfaction or partial satisfaction of such obligation.

The Underlying Fund GP does not currently intend to cause the Underlying Fund to make any distributions in respect of any class of Underlying Fund Units.

Liability

Subject to the provisions of the Limited Partnerships Act, the liability of each limited partner of the Underlying Fund for the liabilities and obligations of the Underlying Fund is limited to the amount the limited partner contributes or agrees in writing to contribute to the Underlying Fund, less any such amounts properly returned to the limited partner. A limited partner may lose his, her or its status as a limited partner and the benefit of limited liability if such limited partner takes part in the control of the business of the Underlying Fund or if certain other provisions of the Limited Partnerships Act are contravened.

Where a limited partner has received the return of all or part of the limited partner's contributed capital, the limited partner is nevertheless liable to the Underlying Fund or, following the dissolution of the Underlying Fund, to its creditors for any amount, not in excess of the amount returned with interest (calculated at a rate per annum equal to the prime commercial lending rate of the Underlying Fund's bankers), necessary to discharge the liabilities of the Underlying Fund to all creditors who extended credit or whose claims otherwise arose before the return of the contributed capital. Furthermore, if after a distribution the Underlying Fund GP determines that a limited partner was not entitled to all or some of such distribution, the limited partner shall be liable to the Underlying Fund to return the portion improperly distributed, together with interest at a rate per annum equal to the prime commercial lending rate of the Underlying Fund's bankers if repayment of such excess amount is not made by the limited partner within 15 days of receiving notice of such overpayment. The Underlying Fund GP may set off and apply any sums otherwise payable to a limited partner against such amounts due from such limited partner, provided that there shall be no right of set-off against a limited partner in respect of amounts owed to the Underlying Fund by a predecessor of such limited partner.

The Underlying Fund GP shall be liable for the debts, obligations and any other liabilities of the Underlying Fund in the manner and to the extent required by the Limited Partnerships Act and as set forth in the Underlying Fund LPA to the extent that Underlying Fund assets are insufficient to pay such liabilities.

Key Man Provisions

The Underlying Fund GP shall promptly notify the limited partners: (1) in the event that either Key Man (a) no longer exercises significant influence over the management of the Sub-Adviser, (b) has given notice to resign from the Sub-Adviser or (c) reduces his exposure to trading programs which are the same as, or substantially similar to, the Underlying Fund's trading program (whether through a redemption or other reduction of exposure to other investment vehicles or accounts managed by Sub-Adviser which employ such a trading program) by more than 25% over a 12-month period (except for the purpose of paying taxes); (2) if the Sub-Adviser or a Key Man files for bankruptcy; (3) in the event that any claim is brought against the Underlying Fund or the Sub-Adviser that is likely to have a material impact on the Underlying Fund or the Sub-Adviser; (4) of any investigation/proceedings as to whether the Sub-Adviser has acted in a manner which breaches its standard of care and which is likely to have a material impact on the Underlying Fund; (5) of any change to the Underlying Fund Manager, the Sub-Adviser, the Underlying Fund's custodians, administrator, auditor or cash manager; (6) of any material variation to the agreements with the Underlying Fund Manager, the Sub-Adviser, the Underlying Fund's custodians, administrator, auditor or cash manager; (7) of the Underlying Fund receiving a qualified audit opinion; (8) of any material change to the Underlying Fund's accounting practices or fiscal year; or (9) of any decision to restructure the Underlying Fund that would materially adversely affect the limited partners. In any such case, the Underlying Fund shall permit any limited partner to redeem its

Underlying Fund Units as of the next redemption date immediately following such notice, and the limited partner will not be charged a any fee for the redemption. Any redemption will be subject to the terms and conditions set forth in this Offering Memorandum.

Amendment of Underlying Fund LPA

The Underlying Fund GP may, without prior notice or consent from any limited partner, amend the Underlying Fund LPA: (i) in order to protect the interests of the limited partners, if necessary; (ii) to cure any ambiguity or clerical error or to correct or supplement any provision contained therein which may be defective or inconsistent with any other provision if such amendment does not and shall not in any manner adversely affect the interests of any limited partner; (iii) to reflect any changes to any applicable legislation; or (iv) in any other manner, if such amendment does not and shall not materially adversely affect the interests of any limited partner taken as a whole or the limited partners of any class or series specifically.

In the event the Underlying Fund GP and/or the Underlying Fund Manager, as applicable, determines to materially and adversely (as determined in the Underlying Fund GP's sole and absolute discretion) change the Management Fee or General Partner Allocation borne by any class or series of Underlying Fund Units held by existing limited partners or the redemption terms of any class or series of Underlying Fund Units held by existing limited partners or determines to materially (as determined in the Underlying Fund GP's sole and absolute discretion) change the role of the Underlying Fund Partnership Representatives or the Underlying Fund's investment objective described in this Offering Memorandum, members of the affected class(es) or series of existing limited partners will receive notice and an opportunity to redeem all of their Underlying Fund Units before any such change takes effect.

The limited partners, with the consent of the Underlying Fund GP, may amend the Underlying Fund LPA passed by the requisite majority at a duly convened meeting of limited partners.

Fiscal Year

The fiscal year of the Underlying Fund shall end on December 31 in each calendar year.

Term and Dissolution of Underlying Fund

The Underlying Fund has no fixed term.

The Underlying Fund will dissolve on the earlier to occur of (i) the Underlying Fund GP's withdrawal, dissolution, bankruptcy or insolvency, where no successor Underlying Fund GP is selected; (b) an event which makes it unlawful for the Underlying Fund's business to be continued; or (c) any other event which, under the Limited Partnerships Act, requires the Underlying Fund's dissolution and the winding up of its business and affairs.

Underlying Fund IMA

The Underlying Fund GP, on behalf of the Underlying Fund has entered into the Underlying Fund IMA with Spartan. Pursuant to the Underlying Fund IMA, Spartan has been retained by the Underlying Fund GP to act as the investment fund manager and to provide investment advisory and administrative services to the Underlying Fund, including management of the Underlying Fund's investment portfolio on a discretionary basis, and such other services as may be required from time to time. Spartan may delegate certain of these duties from time to time.

In its capacity as Underlying Fund Manager, Spartan is required to exercise its powers and discharge its duties hereunder honestly, in good faith and in a manner believed to be in the best interests of the Underlying Fund and shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances. Except as otherwise set forth in the Underlying Fund IMA, provided that Spartan has fulfilled its standard of care obligation, it shall not be liable for any error in judgment or for any loss sustained by reason of any action taken or omitted to be taken, including but not limited to the adoption or implementation of any investment program or the purchase, sale or retention of any portfolio investment by it on behalf of the Underlying Fund.

In consideration for the services provided pursuant to the Underlying Fund IMA, Spartan will be entitled to receive the Underlying Fund Management Fees described in this Offering Memorandum under the heading "Fees and Expenses Relating to an Investment in the Fund – Underlying Fund Management Fees".

To the fullest extent permitted by applicable laws, neither the Underlying Fund Manager, any manager, shareholder, partner, director, trustee, officer, and employee of any of the foregoing, any of their respective successors and assigns, or any person who previously served in any such capacity (collectively, "**Underlying Fund Manager Affiliates**") shall be liable to the Underlying Fund or the Underlying Fund GP under the Underlying Fund IMA, except for an act or omission of the Underlying Fund Manager or an Underlying Fund Manager Affiliate that is determined by a judicial, non-appealable final order to constitute the failure of the Underlying Fund Manager or Underlying Fund Manager Affiliate to meet its standard of care in the performance of its respective duties or constitute fraud, gross negligence or willful misconduct on the part of the Underlying Fund Manager or Underlying Fund Manager Affiliate (as applicable). Notwithstanding any provision of the Underlying Fund IMA to the contrary, neither the Underlying Fund Manager nor any Underlying Fund Manager Affiliate shall be liable to the Underlying Fund or the Underlying Fund GP for indirect, special, consequential or punitive damages or losses of any kind whatsoever (including but not limited to lost profits). The Underlying Fund Manager and each Underlying Fund Manager Affiliate may consult with counsel, accountants and other experts with respect to the Underlying Fund Manager's affairs and be fully protected and justified in any action or inaction taken in accordance with the advice or opinion thereof. Notwithstanding any of the foregoing, no provision of the Underlying Fund IMA shall be construed so as to relieve (or attempt to relieve) the Underlying Fund Manager or any Underlying Fund Manager Affiliate of any liability to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable laws, but shall be construed so as to limit the liability of the Underlying Fund Manager or Underlying Fund Manager Affiliate to the fullest extent permitted by applicable laws.

The Underlying Fund Manager and any Underlying Fund Manager Affiliate shall, in the performance of its respective duties, be fully and completely justified and protected by relying in good faith upon the Underlying Fund's books of account and other records and upon information, opinions, reports, and statements presented to the Underlying Fund Manager or Underlying Fund Manager Affiliate by the Underlying Fund and/or any Underlying Fund officer, employee, or agent or any other person as to matters the Underlying Fund Manager or the Underlying Fund Manager Affiliate reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Underlying Fund.

The Underlying Fund IMA contains broad indemnification provisions that require the Underlying Fund, to the extent permitted by applicable laws, to indemnify, defend and hold harmless the Underlying Fund Manager and each Underlying Fund Manager Affiliate out of all tangible and intangible property that the Underlying Fund owns from any and all liabilities, judgments, obligations, losses, damages, claims, actions, suits, or other proceedings (whether regulatory, civil or criminal, pending or threatened, before any court or administrative or legislative body, and as the same are accrued, in which the Underlying Fund Manager or such Underlying Fund Manager Affiliate may be or may have been involved as a party or otherwise or with which he, she or it may be or may have been threatened, while in office or thereafter) and reasonable costs, expenses, and disbursements (including legal and accounting fees and expenses) of any kind and nature whatsoever (collectively, "**Covered Losses**") that may be imposed on, incurred by, or asserted at any time against the Underlying Fund Manager or such Underlying Fund Manager Affiliate (whether or not indemnified against by other parties) in any way related to or arising out of the Underlying Fund IMA, the action or inaction of the Underlying Fund Manager or such Underlying Fund Manager Affiliate under the Underlying Fund IMA or under contracts with the Underlying Fund Manager, or the advisory services rendered by the Underlying Fund Manager or any Underlying Fund Manager Affiliate with respect to the Underlying Fund except that neither the Underlying Fund Manager nor any such Underlying Fund Manager Affiliate shall be entitled to indemnification for Covered Losses with respect to any matter where it has been determined by a judicial, non-appealable final order that the conduct of the Underlying Fund Manager or such Underlying Fund Manager Affiliate constituted fraud, gross negligence or willful misconduct or in circumstances where the Underlying Fund Manager or Underlying Fund Manager Affiliate has failed to fulfill its respective standard of care. As to any matter disposed of by a compromise payment, pursuant to a consent decree or otherwise, no indemnification, either for such payment or for any other Covered Losses, shall be provided unless there has been obtained an opinion of legal counsel in writing and addressed to the Underlying Fund GP and the Underlying Fund Manager to the effect that the Underlying Fund Manager or the Underlying Fund Manager Affiliate subject to indemnification under the Underlying Fund IMA would not be protected against any liability to the Underlying Fund or the Underlying Fund GP to which he, she or it would

otherwise be subject by reason of his, her or its own fraud, gross negligence or willful misconduct or as a result of the Underlying Fund Manager's or Underlying Fund Manager Affiliate's failure to fulfill its requisite standard of care.

No provision of the Underlying Fund IMA shall be deemed to protect Spartan against any liability to any person in respect of any loss or damage arising out of the failure of the Sub-Adviser to meet its standard of care in the performance of its duties pursuant to the Underlying Fund Sub-Advisory Agreement.

Spartan is entitled to reimbursement for any expenses of the Underlying Fund incurred by Spartan in its capacity as Underlying Fund Manager.

The Underlying Fund IMA may be terminated by either party upon thirty (30) days prior written notice to the other party. The Underlying Fund GP or Spartan may terminate the Underlying Fund IMA by written notice should either party be in breach or default of any provision of the Underlying Fund IMA capable of being cured, so long as the breach or default has not been cured during the period specified in the notice. The Underlying Fund GP may terminate the Underlying Fund IMA immediately in the event that Spartan: (i) no longer has all licenses or registrations required to act as contemplated in the Underlying Fund IMA, (ii) becomes bankrupt, insolvent, or (iii) if the Spartan ceases to carry on business, or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of Spartan. Spartan may terminate the Underlying Fund IMA immediately only in the event that the Underlying Fund LPA is terminated or in the event that the Underlying Fund GP or its affiliates are no longer the general partner of the Fund.

Underlying Fund Sub-Advisory Agreement

Spartan, in its capacity as Underlying Fund Manager, has entered into the Sub-Advisory Agreement with the Sub-Adviser pursuant to which the Sub-Adviser has been delegated the obligations of the Underlying Fund Manager (i) to manage (subject to the supervision of the Underlying Fund Manager) the Underlying Fund's investment portfolio on a discretionary basis including all investment and trading decisions in relation to the Underlying Fund's investment portfolio and (ii) provide such other services as may be required by the Underlying Fund GP from time to time. The Sub-Adviser is permitted under the terms of the Underlying Fund Sub-Advisory Agreement to delegate certain of these duties from time to time.

In executing its duties and responsibilities under the Underlying Fund Sub-Advisory Agreement, the Sub-Adviser is required to: (a) exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the Underlying Fund and the Underlying Fund Manager; and (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances.

Except as otherwise set forth in the Underlying Fund Sub-Advisory Agreement provided that the Sub-Adviser has fulfilled its standard of care obligation, it shall not be liable for any error in judgment or for any loss sustained by reason of any action taken or omitted to be taken, including but not limited to the adoption or implementation of any investment program or the purchase, sale or retention of any portfolio investment by it on behalf of the Underlying Fund.

In consideration for the services provided pursuant to the Underlying Fund Sub-Advisory Agreement, The Sub-Adviser will receive a monthly management fee payable out of the Underlying Fund Management Fees received by the Underlying Fund Manager pursuant to the terms of the Underlying Fund IMA.

To the fullest extent permitted by applicable laws, the Sub-Adviser shall not be liable to the Underlying Fund or the Underlying Fund Manager under the Underlying Fund Sub-Advisory Agreement, except for an act or omission of the Sub-Adviser that is determined by a judicial, non-appealable final order to constitute the failure of the Sub-Adviser to meet its standard of care in the performance of its duties under the Underlying Fund Sub-Advisory Agreement or constitute fraud, gross negligence or willful misconduct on the part of the Sub-Adviser. Notwithstanding any provision of the Underlying Fund Sub-Advisory Agreement to the contrary, in no event shall the Sub-Adviser be liable to the Underlying Fund or the Underlying Fund Manager for indirect, special, consequential or punitive damages or losses of any kind whatsoever (including, but not limited to, lost profits). The Sub-Adviser may consult with counsel, accountants and other experts with respect to the Sub-Adviser's affairs and be fully protected and justified in any action or inaction taken in accordance with the advice or opinion thereof. Notwithstanding any of the foregoing, no

provision of the Underlying Fund Sub-Advisory Agreement shall be construed so as to relieve (or attempt to relieve) the Sub-Adviser of any liability to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable laws, but shall be construed so as to limit the liability of the Sub-Adviser to the fullest extent permitted by applicable laws.

The Sub-Adviser shall, in the performance of its duties, be fully and completely justified and protected by relying in good faith upon the Underlying Fund's books of account and other records and upon information, opinions, reports, and statements presented to the Sub-Adviser by the Underlying Fund Manager and/or any officer, employee, or agent or any other person as to matters the Sub-Adviser reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Underlying Fund.

The Underlying Fund Sub-Advisory Agreement contains broad indemnification provisions that require the Underlying Fund, to the extent permitted by applicable laws, to indemnify, defend and hold harmless the Sub-Adviser and any member, manager, shareholder, partner, director, trustee, officer and employee of the Sub-Adviser, any of their respective successors and assigns, or any person who previously served in any such capacity (collectively, the "**Sub-Adviser Indemnified Persons**" and individually, an "**the Sub-Adviser Indemnified Person**") from and against costs, charges and expenses sustained or incurred including all reasonable legal fees, judgments and amount paid in settlement ("**Sub-Adviser Losses**") in relation to any action, suit or proceeding that is brought, commenced or prosecuted against the Sub-Adviser Indemnified Persons based upon, arising out of or otherwise related to the Underlying Fund Sub-Advisory Agreement, the transactions contemplated thereby or the fact that the Sub-Adviser is or was the sub-adviser to the Underlying Fund Manager with respect to the Underlying Fund unless the act, deed, omission, matter or thing that caused the Sub-Adviser Losses was the direct result of the fraud, gross negligence, misfeasance or willful misconduct on the part of the Sub-Adviser or in circumstances where the Sub-Adviser has failed to fulfill its standard of care under the Underlying Fund Sub-Advisory Agreement unless in an action brought against the Sub-Adviser, it has achieved complete or substantial success as a defendant or, in the case of a criminal suit or administrative action or proceeding, the Sub-Adviser had reasonable grounds for believing that its conduct was lawful.

The Sub-Adviser is entitled to reimbursement for any expenses of the Underlying Fund incurred by the Sub-Adviser.

The Underlying Fund Sub-Advisory Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Underlying Fund Manager or the Sub-Adviser may terminate the Underlying Fund Sub-Advisory Agreement by written notice should the other party be in breach or default of any provision of the Underlying Fund Sub-Advisory Agreement capable of being cured, so long as the breach or default has not been cured during the period specified in the notice. The Underlying Fund Manager may terminate the Underlying Fund Sub-Advisory Agreement immediately in the event that the Sub-Adviser: (i) no longer has all licenses or registrations required to act as contemplated in Underlying Fund Sub-Advisory Agreement, (ii) becomes bankrupt, insolvent, or (iii) if the Sub-Adviser ceases to carry on business, or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of the Sub-Adviser. The Underlying Fund Manager may terminate the Underlying Fund Sub-Advisory Agreement immediately in the event that the Underlying Fund IMA is terminated.

Underlying Fund Administration Agreement

The Underlying Fund Administrator has been appointed as the administrator and NAV calculation agent for the Underlying Fund.

Pursuant to the Underlying Fund Administration Agreement, the Underlying Fund Administrator has also agreed to perform certain accounting, back-office, data processing and related professional services for the Underlying Fund.

In performing its duties, the Underlying Fund Administrator will be entitled to rely, and generally will rely, on information provided to it by the third parties, including the Underlying Fund, and will not be responsible for errors contained in such information received.

The Underlying Fund Administrator is a corporation based in Oak Brook Terrace, Illinois, and was founded in 1991. Today, it serves hundreds of funds around the world with US$92 billion in assets under administration. The

Administrator employs a staff of over 890 professionals located in main offices in Oak Brook Terrace, Illinois and support locations in Jaipur, India and the Cayman Islands.

Pursuant to the Underlying Fund Administration Agreement, the Underlying Fund has agreed to indemnify, defend, and hold harmless the Underlying Fund Administrator and each of its officers, directors, shareholders, employees, agents and affiliates (collectively, the "**NAV Parties**") and their respective successors and assigns from and against any liability, loss, cost or expense (including, without limitation, reasonable legal fees and expenses) (individually, a "**Loss**," and collectively, "**Losses**") of the NAV Parties arising from, related to or in connection with the engagement or any service provided during the engagement, including but not limited to any Losses asserted by limited partners of the Underlying Fund or other third parties, unless such Losses are the direct result of the fraud, willful misfeasance, gross negligence or material breach of the Underlying Fund Administration Agreement of the NAV Parties.

In addition, the Underlying Fund Administration Agreement provides that no party shall be liable for any consequential damages, including any lost profits or punitive damages, regardless of whether such party has notified the other party of the possibility of such damages.

The Underlying Fund Administration Agreement may be terminated at any time by any party thereto upon at least 90 days' prior written notice to the other parties, or as otherwise mutually agreed.

The Underlying Fund Administrator shall not be liable to the Underlying Fund, any limited partner of the Underlying Fund or any other person for actions or omissions made in reliance on instructions from the Underlying Fund.

The Underlying Fund Administrator is not registered in any capacity with the securities regulatory authorities in Canada. The services provided by the Underlying Fund Administrator are purely administrative in nature. The Underlying Fund Administrator has no responsibilities or obligations other than the services specifically listed in the Underlying Fund Administration Agreement. No assumed or implied legal or fiduciary duties or services are accepted by or shall be asserted against the Underlying Fund Administrator. The Underlying Fund Administrator does not provide tax, legal or investment advice. The Underlying Fund Administrator has no duty to communicate with Investors other than as set forth in Exhibit A of the Underlying Fund Administration Agreement. The Underlying Fund Administrator does not have custody of the assets of the Underlying Fund, it does not verify the existence of, nor does it perform any due diligence on the underlying investments of the Underlying Fund.

The Underlying Fund Administrator will not be responsible for any tax basis reporting to limited partners of the Underlying Fund. The Underlying Fund Administrator will have no responsibility with respect to trading activities of the Underlying Fund (or the monitoring thereof), the activities of the Underlying Fund GP, Spartan, the Sub-Adviser or the accuracy or adequacy of the offering documents. The Underlying Fund Administration Agreement provides that it is the obligation of the management of the Underlying Fund, and not of the Underlying Fund Administrator, to review, monitor or otherwise ensure compliance by the Underlying Fund with the investment policies, restrictions or guidelines applicable to, or any other term or condition of the offering documents of the Fund or the Underlying Fund and with laws and regulations applicable to its activities.

The office of the Administrator is located at One Trans Am Plaza Drive, Suite 400, Oakbrook Terrace, IL 60181.

Cash Management Service Provider to Underlying Fund

Wells Fargo has been appointed to provide cash management services to the Underlying Fund (in such capacity, the "**Cash Manager**"). Pursuant to commercial account agreements between the Cash Manager and the Underlying Fund (collectively, the "**Commercial Account Agreement**"), the Cash Manager provides commercial depositary and related services.

The Cash Manager has limited its liability in certain circumstances as set out in the Commercial Account Agreement and the Underlying Fund has, other than where the Cash Manager fails to exercise ordinary care or breaches the Commercial Account Agreement, agreed to indemnify the Cash Manager from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with the Cash Manager's performance under the Commercial Account Agreement. The Commercial Account Agreement may be terminated by written notice from any party.

The majority of the Underlying Fund's capital is allocated as follows: (i) approximately 60 to 80% of the Underlying Fund's capital will be held in a custodial account managed by the Sub-Adviser to invest in securities (as described above under "Investment Strategy of the Underlying Fund – Equity Market Neutral"), (ii) up to approximately 12% of the Underlying Fund's capital will be used to support the trading activities for the Futures Strategies (not including the margin necessary to sustain the futures portion of the Equity Market Neutral strategy) and will be held at the Clearing Brokers to satisfy margin requirements, and (iii) to the extent feasible, the remainder of the Underlying Fund's assets will be held by the Cash Manager in a money market fund that invests solely in treasury securities. Any excess capital that cannot be held as provided in (i), (ii) or (iii) will be held in cash deposits at the Cash Manager. In practice, the percentage of cash used for these purposes will vary over ranges around the above targets depending on the amount of cash used to purchase equities relative to the aggregate margin requirements of the Adviser's strategies, which will vary according to the value of the related positions and are subject at all times to modification by the clearinghouses.

Transfers of capital out of the Underlying Fund's accounts with the Cash Manager follow a strict protocol. The amount and payment instructions for the transaction are entered in the Cash Manager's cash management system by the Underlying Fund Administrator, and those payments instructions are reviewed and approved by one of two authorized cash signatories. All these actions on the Cash Manager's cash system operate with multiple levels of security.

The offices of the Cash Manager are located at 90 S 7th Street, 7th Floor, Minneapolis, MN 55402.

The Cash Manager is a service provider to the Underlying Fund and is not responsible for the preparation of this document or the activities of the Underlying Fund and therefore accepts no responsibility for any information contained in this document.

Custodial Arrangements for Underlying Fund

Wells Fargo

Wells Fargo has been appointed by the Underlying Fund to act as a custodian (in such capacity, the "**WF Custodian**") for assets of the Underlying Fund pursuant to a custody agreement (the "**Custody Agreement**"), whereby the Custodian has been appointed as the agent to the Underlying Fund to establish and maintain custody accounts in the name of the Underlying Fund (collectively, the "**Accounts**"). The WF Custodian shall hold in the Accounts all cash and securities initially deposited, plus any additional cash and securities that may be received from the Underlying Fund or pursuant to the direction of the Underlying Fund from time to time for deposit to the Accounts. At the direction of the Underlying Fund, assets held in the applicable Account will be invested in treasury instruments, other governmental or government backed instruments or securities, money market instruments or funds anticipated to earn interest or other similar liquid investments (the "**Custody Securities**"). The WF Custodian is responsible for the safekeeping of assets deposited with it by the Underlying Fund. Under the terms of the Custody Agreement, the services provided may include, but are not limited to, securities settlement, safe custody and administration of assets, income collection and standard custody reporting.

The WF Custodian shall identify on its books and records the securities and cash belonging to the Underlying Fund. All securities in the Accounts shall be held on the WF Custodian's books and records separate from the WF Custodian's own securities and those of any other customer of WF Custodian and shall be held by WF Custodian for the exclusive account and benefit of the Underlying Fund and beneficial ownership of the securities on the WF Custodian's books and records shall at all times remain vested in the Underlying Fund. Unless the Underlying Fund and the WF Custodian enter into a separate securities lending agreement, WF Custodian shall not lend any of the securities or other property of the Accounts.

Pursuant to the Custody Agreement, the Underlying Fund has agreed to reimburse, indemnify and hold the WF Custodian harmless from and against any and all liability, loss, claim, damage or expense, including taxes, other governmental charges and reasonable legal and attorneys' fees (collectively, "**WF Losses**") which may be imposed, assessed or incurred against the Accounts or against the WF Custodian incurred or made arising out of or in connection with the performance of the WF Custodian's obligations in accordance with the provisions of the Custody Agreement unless any such WF Losses arise from the gross negligence, willful misconduct, lack of good faith, fraud or breach of

the Custody Agreement on the part of the WF Custodian, its officers, agents or employees. The WF Custodian has agreed to reimburse, indemnify and hold the Underlying Fund harmless for and against any and all WF Losses imposed, assessed or incurred by it based upon the gross negligence, willful misconduct, lack of good faith, fraud or breach of the Custody Agreement on the part of the Underlying Fund, their respective officers, agents or employees. "Gross negligence" for purposes of the indemnification provision does not include the WF Custodian's failure to consider the prudence or imprudence of any direction given by the Underlying Fund, the Underlying Fund GP, the Underlying Fund Manager, the Sub-Adviser, or any authorized representative.

In no event is the WF Custodian or the Underlying Fund liable to the other party under or in connection with the Custody Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever.

The foregoing rights to indemnification are conditioned upon the indemnifying party's receipt of reasonable notice of any claim and an opportunity to correct any alleged mistake, defend against any claim, and meaningfully participate in any settlement proceedings.

The Custody Agreement may be terminated on 30 days' prior written notice by any party.

The offices of the WF Custodian are located at 90 S 7th Street, 7th Floor, Minneapolis, MN 55402.

The Bank of New York Mellon

The Bank of New York Mellon has been appointed by the Underlying Fund to act as a custodian (the "**BNY Custodian**") for assets of the Underlying Fund pursuant to a custody agreement (the "**BNY Custody Agreement**"), whereby the BNY Custodian has been appointed as agent to the Underlying Fund to establish and maintain custody accounts in the name of the Underlying Fund's (collectively, the "**BNY Account**"). The BNY Custodian shall hold in the BNY Account all cash and securities initially deposited, plus any additional cash and securities that may be received from the Underlying Fund or pursuant to the direction of the Underlying Fund from time to time for deposit to the BNY Account. At the direction of the Underlying Fund, assets held in the Underlying Fund's BNY Account will be invested in U.S. Treasury instruments, other U.S. governmental or U.S. government backed instruments or securities, money market instruments or funds anticipated to earn interest or other similar liquid investments (the "**BNY Custody Securities**"). The BNY Custodian is responsible for the safekeeping of assets deposited with it by the BNY Custodian. Under the terms of the BNY Custody Agreement, the services provided may include, but are not limited to, securities settlement, safe custody and administration of assets, income collection and standard custody reporting.

The BNY Custodian shall accurately identify on its books and records the securities and cash belonging to the BNY Custodian, whether held directly or indirectly through depositories or subcustodians, including in a manner that clearly identifies the BNY Custodian's assets that are held through a commingled account.

Pursuant to the BNY Custody Agreement, the BNY Custodian has agreed to indemnify and hold the BNY Custodian harmless from and against any and all costs, expenses, damages, liabilities or claims, including attorneys' and accountants' fees (collectively, "**BNY Losses**") incurred or asserted against the BNY Account or against the BNY Custodian incurred or made arising out of or in connection with the performance of the BNY Custodian's obligations in accordance with the provisions of the BNY Custody Agreement unless any such BNY Losses arise from the negligence, actual fraud, willful misconduct or breach of the BNY Custody Agreement on the part of the BNY Custodian, its officers, agents or employees. The BNY Custodian has agreed to indemnify the BNY Custodian and each subcustodian for the amount of any tax that the BNY Custodian, any such subcustodian or any other withholding agent is required under applicable laws to pay on behalf of the BNY Custodian.

In no event is the BNY Custodian liable to the BNY Custodian or any third party for indirect, special, or consequential losses or damages, or lost profits or loss of business, arising in connection with the BNY Custody Agreement.

The BNY Custody Agreement may be terminated on 90 days' prior written notice by any party.

The offices of the BNY Custodian are located at 240 Greenwich Street, New York, New York 10016.

The BNY Custodian is a service provider to the BNY Custodian and is not responsible for the preparation of this document or the activities of the BNY Custodian or the Underlying Fund and therefore accepts no responsibility for any information contained in this document.

Clearing Brokers for the Underlying Fund

Goldman, Sachs & Co., located at 200 West Street, New York, NY 10282; SG Americas Securities, LLC, located at 245 Park Avenue, New York, NY 10167; and, Morgan Stanley & Co. LLC , located at One Bryant Park, New York, NY 10036 are the clearing brokers are the Underlying Fund. Each of the above is a "**Clearing Broker**" and, together, the "**Clearing Brokers**." The Sub-Adviser may change one or more Clearing Brokers or appoint additional Clearing Brokers for the Underlying Fund as it may, in its sole discretion, determine from time to time.

The identity of other clearing brokers appointed in the future and a description of their duties will be provided via an online portal or email, the details of which are available from the Sub-Adviser, or by such other means as is determined by the Sub-Adviser from time to time.

The clearing brokerage services provided by the Clearing Brokers may include executing, clearing, and settling transactions, and extending margin and securities lending to the Underlying Fund, and providing custodial services for securities.

DETAILS OF THE OFFERING

An unlimited number of Class A, Class F and Class I Units are being offered by the Fund on a weekly basis at the Net Asset Value per Unit determined as of the Close of Business on each Valuation Date.

Each Class of Units offered pursuant to this Offering Memorandum is being offered to an unlimited number of subscribers in each of the Offering Jurisdictions pursuant to the exemptions from prospectus requirements described herein. Units are offered directly through the Fund Manager in its capacity as exempt market dealer or through Registered Dealers to subscribers who qualify as "accredited investors" (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or in Section 73.3 of the *Securities Ac*t (Ontario)) or pursuant to other available exemptions from the prospectus requirement. Subscribers for Units must also be Non-United States Persons.

There is no minimum or maximum amount of capital to be raised in the Offering. The minimum initial investment is $25,000 for Class A Units and Class F Units and $100,000 for Class I Units. Additional investments may be made (whether at the time of an initial investment or thereafter) in $10,000 increments in the case of the Class A Units and Class F Units and $25,000 for Class I Units. Subject to compliance with Applicable Securities Laws, the Fund Manger may waive the foregoing minimums, accept or reject subscriptions (in whole or in part) and restrict or terminate the offering and issuance of new Units at any time in its discretion.

Units will be issued in the sole discretion of the Fund Manager. Each subscriber must satisfy applicable regulatory requirements.

The Fund may offer additional Classes or Series of Units in the future (including those subject to different business terms and participating in different trading strategies) provided that the Fund Manager does not reasonably believe such different terms will have a material adverse effect on existing Classes or Series of Units.

In general, no selling commissions or charges will be assessed on any subscriptions for Units made through the Fund Manager acting in its capacity as an exempt market dealer in the Offering Jurisdictions. In the event that the Fund retains a selling or placement agent, investors may be subject to selling commissions or placement fees (initial and/or ongoing) paid to persons who introduce such investors to the Fund. All affected investors will be notified in advance if any such selling commissions or charges apply to their investment in the Fund (and such investors, if they wish, may thereupon revoke their subscription). Subject to compliance with Applicable Securities Laws, each of the Underlying Fund GP and/or the Fund Manager may compensate persons who introduce investors out of its own respective resources, including by sharing a portion of the Management Fee and/or General Partner Allocation (as applicable) with such selling or placement agents.

Subscriptions for Units may be suspended in certain circumstances. See "Determination of Net Asset Value – Suspension of Calculation of Net Asset Value."

COMPENSATION PAYABLE TO THIRD PARTY REGISTRANTS

In connection with the distribution of Class A Units, the Fund Manager may pay third party Registered Dealers an annual service fee based on the Class Net Asset Value of their client's investment in Class Units at an annualized rate equal to 1.0% payable out of the Underlying Fund Management Fee attributable to such Class A Units. Services fees are calculated and paid on a quarterly basis in arrears approximately 15 days after determination of the Class Net Asset Value of the Class A Units. A Registered Dealer will be entitled to receive such service fees for so long as its clients hold Class A Units.

SUBSCRIPTION PROCEDURE

To initially subscribe for Units of the Fund, a subscriber must complete and return to the Fund Manager, with a copy to the Administrator a Subscription Agreement together with payment of the subscription price for the Units being purchased in accordance with the deadlines specified below. A subscriber purchasing through a Registered Dealer should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to their dealer. In this case, the Registered Dealer will make arrangements on behalf of the subscriber to remit payment for the Units purchased to the Administrator.

In order for a subscription request to be processed at the Net Asset Value per Unit determined as at a particular Valuation Date, delivery of the duly completed Subscription Agreement together with payment of the aggregate subscription price and any other required documents must be received by the Administrator (with a copy to the Fund Manager) by no later than 4:00 p.m. (Eastern time) on the date that is at least two (2) Business Days prior to the relevant Valuation Date or, in each case, such other period permitted or required in the discretion of the Fund Manager (the "**Subscription Deadline**"). If the subscription order and/or payment of the subscription price is received by the Administrator after the Subscription Deadline, the subscription order will be processed as of the next Valuation Date (i.e., the subscription will be processed at the Net Asset Value per Unit determined as of the Valuation Date of the following week). Certificates representing the purchased Units will not be issued. Purchases of Units of the Fund will be processed within two (2) Business Days of the relevant Valuation Date. Following each purchase, the Administrator will send the investor, or the investor's Registered Dealer as the case may be, a written statement indicating the subscription price per Unit purchased and the number of Units purchased.

By executing the Subscription Agreement, each investor will:

A. represent to the Fund Manager that, among other things, the investor is not: (i) a "tax shelter" or "tax shelter investment", or any entity an interest in which would be a "tax shelter investment", or in which a "tax shelter investment" has an interest, (ii) a "financial institution" within the meaning of section 142.2 of the Tax Act, or (iii) a partnership that does not have a prohibition against investment by the foregoing persons;

B. represent to the Fund Manager as to the investor's residency for tax purposes; and

C. covenant to promptly notify the Fund Manager of any change in the foregoing.

Units will be issued in the sole discretion of the Fund Manager.

If a subscription request is rejected, all payments received with the request will be refunded promptly without interest or deduction. The Fund Manager may permit subscriptions from investors outside of the Offering Jurisdictions in its sole discretion, provided it has determined that doing so will not have an adverse impact on the Fund or the existing limited partners as a group.

By executing the Subscription Agreement, investors will be expressly acknowledging that: (i) Spartan; and/or (ii) certain partners, directors or officers of Spartan; and/or (iii) certain employees and agents of Spartan, affiliates of Spartan and partners, directors, officers, employees or agents of such persons who have access to, or participate in formulating and making decisions on behalf of the Fund or advice to be given to the Fund (each, a "Responsible Person") or an affiliate of such Responsible Persons is also a partner, director or officer of the Underlying Fund and consent to the investment by the Fund in the Underlying Fund Units. See "Conflicts of Interest".

FEES AND EXPENSES RELATING TO AN INVESTMENT IN THE FUND

Management Fees

Management Fees - Fund

The Fund will not charge any management fee in respect of any Class of Units.

Management Fees – Underlying Fund Units

By virtue of the Fund's investment in the Underlying Fund, Unitholders of the Fund will be indirectly subject to the fees, expenses and allocations attributable to the corresponding class of Underlying Fund Units.

The Underlying Fund pays Spartan, in its capacity as Underlying Fund Manager, a monthly management fee (the "**Underlying Fund Management Fee**") in respect of each class of Underlying Fund Units as follows:

class A Underlying Fund Units - in which the assets of the Fund attributable to the Class A and Class I Units will be invested are subject to an Underlying Fund Management Fee equal to 1/12 of 2.0% (a 2.0% annual rate) of each capital account in respect of class A Underlying Fund Units as of the end of each month, plus any applicable taxes;

class F Underlying Fund Units - in which the assets of the Fund attributable to the Class F Units will be invested are subject to an Underlying Fund Management Fee equal to 1/12 of 1.0% (a 1.0% annual rate) of each capital account in respect of class F Underlying Fund Units as of the end of each month, plus any applicable taxes.

The Underlying Fund Management Fee for each class of Underlying Fund Units is paid regardless of whether or not the Underlying Fund is profitable and is calculated prior to reduction for the Underlying Fund Management Fee being calculated, but after reductions for all other Underlying Fund expenses.

The Underlying Fund Management Fee will be pro-rated for partial months (*e.g.*, on subscriptions received or redemption amounts paid in respect of redeemed Underlying Fund Units intra-month).

The Underlying Fund Manager may elect, with the Sub-Adviser's consent, to waive all or any part of the Underlying Fund Management Fee with respect to any limited partner without consent of or notice to any other limited partner. Further, to the extent permissible by Applicable Securities Laws, the Underlying Fund Manager may cause all or a portion of the Underlying Fund Management Fee to be paid to another party, including an affiliate of the Underlying Fund GP, the Sub-Adviser and any additional sub-adviser, without consent of or notice to any limited partners.

Establishment, Offering and Operating Expenses of the Fund and Underlying Fund

Fund Expenses

The Fund is responsible for the costs of its establishment and the offering of Units, including but without limitation, the fees and expenses of legal counsel to the Fund and the Fund's auditors. The Fund will amortize these costs over a five (5) year period following the date of the initial closing of the offering of Units.

The Fund is responsible for the payment of ongoing fees and expenses relating to its operation. The operating and transactional fees and expenses to which the Fund is subject include, without limitation, trustee fees, audit, accounting, record keeping, legal fees and expenses, custody and safekeeping charges, providing financial and other reports to Unitholders and convening and conducting meetings of Unitholders and all taxes, assessments or other regulatory and governmental charges levied against the Fund.

The Fund is generally required to pay applicable sales taxes on most administration expenses that it pays. Each Class of Units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all Classes.

Underlying Fund Operational and Transactional Expenses

The Underlying Fund will be responsible for all of its ongoing operating costs and expenses, including, but not limited to, fees and expenses incurred in the ordinary course of its business, including, without limitation: (i) trading, investment and all other transaction costs (such as brokerage commissions, dealer spreads, exchange fees, NFA fees, give up fees, order routing fees, exchange membership fees and expenses, the Sub-Adviser's fees and expenses associated with leasing and/or buying seats on any exchange, interest charges, dividends payable with respect to securities sold short and related transaction fees and expenses and applicable withholding or other taxes (if any)); (ii) fees and expenses incurred by the Sub-Adviser related to market data, network lines, order management systems and research and execution software, (iii) custody and other expenses incurred in connection with its trading and investment activities; (iv) professional fees such as legal, accounting, auditing and tax preparation and other service provider fees and expenses; (v) administrative fees and expenses; (vi) third party fees and expenses related to the preparation of the CPO-PQR; (vii) the Underlying Fund's regulatory and compliance costs, including, without limitation, third party fees related to examinations, regulatory inquiries and regulatory filings, printing and postage; (viii) fees and expenses incurred by the Sub-Adviser related to technology infrastructure and information technology and other consultants; (ix) the Underlying Fund's ongoing offering fees and expenses and any other costs and expenses associated with the operations of the Underlying Fund and government filing fees and expenses; and (x) extraordinary fees and expenses, if any (such as legal, accounting and other professional fees and expenses taxes and duties incurred in connection with any litigation arising out of the Underlying Fund's operations and indemnification payments).

Each class of Underlying Fund Units is responsible for the expenses specifically related to that class and a proportionate share of expenses that are common to all classes of Underlying Fund Units.

For the avoidance of doubt, the Underlying Fund's operating expenses do not include the overhead expenses of any of the Underlying Fund GP, the Underlying Fund Manager or the Sub-Adviser (*e.g.*, office space, furnishings, equipment and personnel).

DESCRIPTION OF UNITS

The Fund is authorized to issue an unlimited number of Classes of Units. All Classes have the same investment objective, strategy and restrictions but may differ in respect of one or more of their features, such as yield, sales commissions, servicing commissions and indirect exposure to Underlying Fund Management Fees and allocation entitlements after the General Partner Allocation. The Classes of Units currently authorized for issuance by the Fund pursuant to this Offering Memorandum consist of Class A, Class F and Class I Units.

Each Unit of the same Class will represent an equal undivided interest in the net assets of the Fund attributable to that Class of Units. Each whole Unit of a particular Class has equal rights to each other Unit of the same Class with respect to all matters, including voting, receipt of distributions from the Fund, liquidation and other events in connection with the Fund.

Units of the Fund are fully paid and non-assessable when issued. Fractions of Units may be issued to a maximum of four decimal places so that subscription funds may be fully invested. Fractional units carry the rights and privileges and are subject to the restrictions and conditions applicable to whole Units in the proportions that they bear to one unit.

At the request of a Unitholder, Units of a particular Class of the Fund may be redesignated as to such number of Units of another Class of the Fund having an aggregate equivalent Net Asset Value to the redesignated Units, provided the requesting Unitholder is eligible to hold Units of such other Class of the Fund and provided further that the Unitholder's request for redesignation is received by the Fund Manager at least 15 Business Days prior to the date on which the Unitholder is requesting the redesignation of the applicable Class of Units to the redesignated Units. Based on the published administrative position of the CRA, redesignating units from one class to another class of the same fund is generally not a disposition for tax purposes.

If a particular Unitholder ceases to be eligible to hold Units of a particular Class, the Fund Manager may, at its discretion, upon at least five (5) Business Days prior notice to the affected Unitholder, redesignate such Units held by the particular Unitholder as such number of Units of another Class of the Fund that the Unitholder is eligible to hold having an aggregate equivalent Net Asset Value.

The Fund Manager may, at any time, sub-divide or consolidate any Units of the Fund.

No certificates representing Units shall be issued. Unitholders will, however, receive written confirmation of their holdings.

The provisions or rights attaching to Units of the Fund and other terms of the Declaration may only be modified, amended or varied in accordance with the provisions contained in the Declaration (see "The Declaration – Amendments to Declaration"). Units are transferable on the register of the Fund only by a registered Unitholder or his or her legal representative, subject to compliance with Applicable Securities Laws. Unitholders are entitled to redeem Units, subject to the Fund Manager's right to suspend the right of redemption. See "Redemption of Units".

DETERMINATION OF NET ASSET VALUE

The Net Asset Value of the Fund, the Class Net Asset Value and Class Net Asset Value per Unit will be determined in accordance with the provisions of the Declaration as of the Close of Business on each Business Day or on such other dates as the Fund Manager may determine (each, a "**Valuation Date**")**.**

The Administrator has been appointed by the Fund Manager pursuant to the provisions of the Administration Agreement to calculate the Net Asset Value of the Fund. Any references below to the calculation of Net Asset Value by the Administrator shall also include such other party to which the Fund Manager has delegated authority to calculate and determine Net Asset Value.

Net Asset Value of the Fund/Class Net Asset Value

The Net Asset Value of the Fund as of each Valuation Date is the amount by which, according to international financial reporting standards ("**IFRS**"), the value of the assets of the Fund (the "**Fund Property**") as at the close of business on the Valuation Date exceeds the aggregate of the amount of liabilities of the Fund accrued at the close of business on the Valuation Date (including provisions in respect of the expenses of the Fund).

The fair market value of the assets and the amount of the liabilities of the Fund shall be calculated by the Administrator in such manner as Spartan, in its sole discretion shall determine from time to time, subject to the following:

(a) the value of any cash on hand, on deposit or on call, prepaid expenses, cash dividends or distributions declared and interest accrued and not yet received, shall be deemed to be the face amount thereof, unless the Administrator, as applicable, in agreement with Spartan, determines that any such deposit or call loan is not worth the face amount thereof, in which event the value thereof shall be deemed to be such value as the Administrator, in agreement with Spartan, determines to be the reasonable value thereof;

(b) the value of the Fund's investment in the Underlying Fund shall be equal to the net asset value of the Underlying Fund Units. See "Calculation of Net Asset Value of the Underlying Fund Units" below;

(c) all expenses or liabilities of the Fund shall be calculated on an accrual basis; and

(d) the value of any security or property to which, in the opinion of the Administrator or Spartan, the above valuation 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 value thereof determined in such manner as the Administrator, in agreement with Spartan, from time to time provides.

Class Net Asset Value/Class Net Asset Value per Unit

The "Class Net Asset Value" of a Class of Units, as of any date, shall equal the fair market value of the assets of the Fund as of such date attributable to the Class, less an amount equal to the total liabilities attributable to the Class as of such date (in each case as adjusted for subscriptions, redemptions, conversions and redesignations on the next

following Subscription Date). The "Class Net Asset Value per Unit" shall be computed by the Administrator as at each Valuation Date by dividing the applicable Class Net Asset Value by the total number of Units of such Class then outstanding on such Valuation Date, prior to any issuance or redemption (including an exchange) of Units of such Class to be processed by the Fund Manager immediately following such calculation.

Calculation of Net Asset Value of the Underlying Fund Units

The Underlying Fund GP has the authority pursuant to the Underlying Fund LPA to calculate the net asset value of the Underlying Fund and each Class of Underlying Fund Units. The Underlying Fund GP has retained the Administrator to perform such calculations pursuant to the Administration Agreement.

The net asset value of the Underlying Fund as of each Valuation Date is the amount by which, according to IFRS, shall be the amount by which, according to IFRS, (a) the value of the assets of the Underlying Fund at the Close of Business on the Valuation Date, exceeds (b) the liabilities of the Underlying Fund at the Close of Business on the Valuation Date (including provisions in respect of the expenses of the Underlying Fund, including any accrued and unpaid General Partner Allocation).

In general, the net asset value of the Underlying Fund will be determined according to the following principles:

(1) financial instruments traded on a national securities or commodities exchange will be valued at their settlement or closing price on the Valuation Date, or if the Valuation Date is not a trading day on the trading day that immediately precedes the Valuation Date, on the exchange where the securities are principally traded, or on a consolidated tape which includes the exchange, whichever shall be selected by the Administrator. If there are no sales on such dates on the exchange or consolidated tape, the securities will be valued at the mean between the average last "bid" and "asked" prices at the close of trading on the Valuation Date, or if the Valuation Date is not a trading date on the trading date that immediately precedes the Valuation Date on the national securities exchange where the securities are principally traded. However, in no case will a convertible security be valued at less than its conversion value as determined by the closing price of the underlying security into which it is convertible;

(2) financial instruments traded over-the-counter will be valued at the closing price on the Valuation Date, or if the Valuation Date is not a trading day on the trading day that immediately precedes the Valuation Date, as reported by the National Association of Securities Dealers Automated Quotations National Market System ("**NMS**"). If such sales prices are not available, the securities will be valued at the mean between the "bid" and "asked" prices as of the close of trading on the Valuation Date, or if the Valuation Date is not a trading date, as of the close of trading that immediately precedes the Valuation Date as reported by NMS (or if such prices are not reported by NMS, as reported by the National Quotation Bureau, Inc.) or may be determined from any reliable source selected by the Administrator;

(3) short-term money market instruments and bank deposits will be valued according to the interest method pursuant to US GAAP;

(4) assets initially valued in currencies other than U.S. Dollars will be converted to U.S. Dollars at exchange rates quoted by established market makers as of each Valuation Date at a time that is generally accepted in the industry as appropriate for each different currency (as determined by the Administrator); and

(5) the Administrator may determine the value of any other assets not otherwise referenced above in good faith by any reasonable valuation method.

The foregoing valuations may be modified by the Administrator to reflect restrictions upon marketability or other factors affecting valuation. Without limiting the foregoing, the Administrator's valuation may reflect the amounts invested by the Underlying Fund in the asset, notwithstanding that the amounts may not represent the asset's market

value. All determinations of values by the Administrator will be final and conclusive as to all limited partners of the Underlying Fund.

The Administrator may rely, without independent investigation, upon pricing information and valuations furnished by third parties. None of the Underlying Fund GP, the Underlying Fund Manager or the Administrator will bear any liability if valuations relied upon in good faith are subsequently found to be inaccurate.

The Underlying Fund Manager may establish reasonable reserves to cover losses, contingencies, liabilities and other matters. A reserve will reduce the Underlying Fund's net asset value (or class net asset value, as appropriate) unless and until the Underlying Fund Manager reverses or determines that the reserve is attributable to some, but not all, Units. In determining the Underlying Fund's liabilities, the Administrator (or its delegate, as the case may be) may estimate expenses of a regular or recurring nature in advance, and may accrue the same into one or more accounting periods, any such accrual to be binding and conclusive on all respective limited partners of the Underlying Fund, irrespective of whether such accrual subsequently proves to have been incorrect in amount.

Suspension of Calculation of Net Asset Value of Fund and Underlying Fund

Suspension at Fund Level

The Fund Manager may suspend the calculation of Net Asset Value of the Fund and Class Net Asset Value and defer or suspend any subscriptions or redemptions of the Units: (i) when required or permitted to do so under Applicable Securities Laws; (ii) during a period in which the value of, or redemptions of, the Underlying Fund has been suspended or (iii) with the approval of the relevant securities regulatory authorities under Applicable Securities Laws.

Suspension at Underlying Fund Level

The Underlying Fund Manager may in its sole and absolute discretion: (1) declare a suspension of : (a) the determination of the Net Asset Value of the Underlying Fund or the Class Net Asset Value and/or (b) the subscription for Units of the Underlying Fund and/or (c) the redemption of Underlying Fund Units (either in whole or in part) and/or the right to receive payment for any amount of the redemption amount on a redemption of Underlying Fund Units, and/or (2) extend the period for payment on a redemption of Underlying Fund Units, in each case for all or any part of any period: (i) when any exchange or over-the-counter or other market on which any of the Underlying Fund's investments are quoted, traded or dealt in is closed (other than for holidays or customary weekends) or when trading thereon has been restricted or suspended; (ii) when, as a result of events, conditions, or circumstances, disposal of a significant portion of the Underlying Fund's investments or other transactions in the ordinary course of the Underlying Fund's business involving the sale, transfer, delivery or withdrawal of the Underlying Fund's investments is not in the Underlying Fund Manager's sole and absolute discretion, considered reasonably practicable and/or of the Underlying Fund Manager does not, in its sole and absolute discretion, believe that any such sale, transfer, deliver or withdrawal is generally in the best interests of the remaining limited partners; (iii) when there has been a breakdown in any of the means employed in determining the price or value of any of the Underlying Fund's investments or when for any other reason the value of any of the Underlying Fund's investments or when for any other reason the value of any of the Underlying Fund's investments in the Underlying Fund Manager's opinion cannot reasonably or fairly be ascertained or when use of such means has been restricted or suspended for whatever reason; (iv) when the Underlying Fund or any of its administrators, brokers, futures commission merchants or custodians, or the Underlying Fund Manager is unable for any reason to repatriate funds required for the purposes of making payments on redemptions of Underlying Fund Units or during which any transfer of funds involved in the realization or acquisition of a significant portion of investments of the Underlying Fund or when payments due on a redemption of Underlying Fund Units cannot in the determination of the Underlying Fund Manager, in its sole and absolute discretion, be effected on normal conditions; (v) when the proceeds from any sale or redemption of Underlying Fund Units cannot be easily transmitted to or from the Underlying Fund's accounts for any reason; (vi) if the Underlying Fund is about to be liquidated or dissolved or is a party to a merger or consolidation; and/or (vii) if the Underlying Fund Manager, in its sole and absolute discretion, believes that liquidating investments in order to satisfy redemption requests in respect of Underlying Fund Units would be unduly burdensome to the Underlying Fund or detrimental to the interests of the remaining limited partners.

The Underlying Fund Manager will notify any affected limited partners in writing of the suspension or deferral and the reason therefor, and the Underlying Fund Manager will use its best efforts to lift any suspension as promptly as

feasible. If redemptions of Underlying Fund Units are suspended and then resumed, a redeeming limited partner will be presumed to have requested its redemption as of the resumption date. If any Underlying Fund Units or portions thereof are subject to any such suspension or deferral, the limited partners holding such Underlying Fund Units or portions thereof will not be given any priority with respect to the redemption of such Underlying Fund Units or portions thereof at the time such suspension or deferral is terminated. Even if redemptions of Underlying Fund Units are not suspended, the right to redeem Underlying Fund Units is subject to the Underlying Fund Manager's establishment of reasonable contingency reserves and the Underlying Fund's payment and discharge of its liabilities.

The Underlying Fund Manager does not expect under normal market conditions and circumstances that the Underlying Fund will need to suspend redemptions of Underlying Fund Units, defer the payment of redemptions or that all or any portion of the Underlying Fund's portfolio will become illiquid. However, if the Underlying Fund Manager reasonably determines that certain assets of the Underlying Fund have become difficult to value and/or if the Underlying Fund has a potential liability the amount of which cannot be ascertained, the Underlying Fund Manager may designate any portion of the Underlying Fund's portfolio as "side pocket assets" and issue a special class of Underlying Fund Units to current or redeeming limited partners representing their pro rata participation in such side pocket assets and/or liabilities (in which any new investors or new subscriptions by existing limited partners will not participate). The Underlying Fund Manager may suspend redemption rights or the payment of redemptions for such class of Underlying Fund Units.

REDEMPTION OF UNITS

Subject to certain requirements, Unitholders may redeem all or any portion of their Units on a weekly basis at the Net Asset Value per Unit determined immediately following the Close of Business on any Redemption Date provided that a Redemption Request is provided to the Administrator (with a copy to the Fund Manager) by no later than 4:00 p.m. (Eastern time) at least two (2) Business Days prior to the applicable Redemption Date (the "**Redemption Request Deadline**"). Once submitted, a Redemption Request may not be revoked without the consent of the Fund Manager.

Redemption Requests received after the relevant Redemption Request Deadline shall be deemed to have been received for, and will be processed as of, the next Redemption Date save in exceptional circumstances as determined by the Fund Manager in its absolute discretion (reasons to be documented) and provided that the Redemption Requests are received before 4:00 p.m. (Eastern time) on the relevant Redemption Date.

Redemptions that would reduce the Net Asset Value of the remaining Units held by a Unitholder to less than $25,000 in the case of the Class A Units or Class F Units or $100,000 in the case of the Class I Units (or such Unitholder's initial subscription amount, if less) may result in the Fund Manager requiring the mandatory redemption of the Unitholder's remaining Units.

No Redemption Fees

The Fund does not assess any Redemption fees or other charges in connection with Redemptions.

Payment of Redemption Amount

The Fund generally intends to pay the Redemption Amount in cash and in full based on estimated and unaudited Net Asset Values of the applicable Class of Units as soon as reasonably practicable but in any event within ten (10) Business Days of the applicable Redemption Date. The Fund is authorized to establish holdbacks or reserves as the Fund Manager deems necessary, in its sole and absolute discretion, for contingent liabilities and other matters relating to the Fund.

Under normal market conditions, a distribution in respect of a Redemption of Units will be made in cash. However, the Fund may make distributions in kind and/or in cash as determined by the Fund Manager in its discretion. In kind distributions will be made to redeeming Unitholders on a pro rata basis. The risk of loss and delay in liquidating any distribution in kind will be borne by the redeeming Unitholders, with the result that such redeeming Unitholders may receive less cash than they would have received on the date they would otherwise have redeemed from the Fund.

In-kind distributions may, in the discretion of the Fund Manager after consultation with the Sub-Adviser, be made (but are not limited to being made) by one or a combination of the following: (i) distributing securities or receivables directly to the redeeming Unitholder; (ii) designating securities and or futures on the books of the Fund, as being comprised in a memorandum liquidating account for the benefit of the redeeming Unitholder, (iii) via a distribution of shares in a special purpose vehicle; or (iv) granting to the redeeming Unitholder participation rights in identified securities and futures. The securities in any such liquidating trust or memorandum liquidating account, or to which participation rights have been granted to a redeeming Unitholder, will be managed by the Sub-Adviser and will be realized, monetized, sold, exchanged or otherwise liquidated (each a "**Realization**") for the account of such redeeming Unitholder, in each case in the manner determined by the Sub-Adviser in its sole discretion. Payment to such Unitholder of that portion of the amount redeemed attributable to such assets will not become due until there is a Realization of such assets, and the amount due to such Unitholder will be the net proceeds received by the Fund on the Realization of the subject assets, which amount may be more or less than the value attributed to such assets on the Redemption Date.

If the Fund overpays a redeeming Unitholder, the Fund Manager may seek to obtain the overpayment amount from the Unitholder. A Unitholder, even if he is no longer a Unitholder, may be required to repay the Fund any amount (plus reasonable interest) that the Fund Manager reasonably determines to be due to the Fund from the Unitholder as a result, for example, of (a) a claim in existence when the Unitholder was a Unitholder, (b) the Fund's Net Asset Value having been miscalculated or (c) the Fund having overpaid the Unitholder upon a redemption of Units. However, any repayment will not exceed the Redemptions of capital or distributions (plus reasonable interest thereon) paid to the Unitholder by the Fund.

Deferral or Suspension of Redemption

Although the instruments traded by the Underlying Fund are generally expected to be liquid and investors generally may redeem Units on a weekly basis, certain provisions of the Declaration may operate to delay the exercise of that right. The Fund Manager, in its sole and absolute discretion may declare a suspension of Redemption of Units of any Class (either in whole or in part) in the circumstances described above under the heading "Determination of Net Asset Value - Suspension of Calculation of Net Asset Value, Subscriptions and Redemptions".

The value of any Units for which Redemption has been requested and are the subject of a suspension or deferral of Redemptions will remain at risk of the Fund's performance until after the suspension or deferral has been lifted by the Fund Manager. In the event of a suspension or deferral the Fund shall withhold payment of the Redemption Amount to any Unitholder who has requested Redemption of all or part of his or her Units until after the suspension or deferral has been lifted; however, this shall not affect the sole and absolute discretion of the Fund Manager to effect mandatory Redemptions of Units.

The Fund Manager will notify any affected Unitholders in writing of a suspension or deferral of Redemptions and the reason therefor, and the Fund Manager will use its best efforts to lift any such suspension or deferral as promptly as feasible. If Redemptions are suspended and then resumed, a redeeming Unitholder will be presumed to have requested Redemption of its Units as of the resumption date. If any Units or portions thereof are subject to any such suspension or deferral, the Unitholders holding such Units or portions thereof will not be given any priority with respect to the Redemption of such Units or portions thereof at the time such suspension or deferral is terminated. Even if Redemptions are not suspended, the right to redeem Units is subject to the Fund Manager's establishment of reasonable contingency reserves and the Fund's payment and discharge of its liabilities.

The Fund Manager does not expect under normal market conditions and circumstances that the Fund will need to suspend Redemptions, defer the payment of Redemptions or that all or any portion of the Fund's portfolio will become illiquid.

Mandatory Redemptions

The Fund Manager is entitled, at any time and from time to time, at its absolute discretion, upon giving ten (10) days' prior written notice to compulsorily redeem or cause to be redeemed all or any part of the Units held by any Unitholder, including, but not limited to: (i) if at any time, any Redemptions (as hereinafter defined) of Units that would reduce the balance of the Net Asset Value of a Unitholder's remaining Units to less than $25,000 in the case of the Class A

Units or Class F Units and $100,000 in the case of Class I Units (or such Unitholder's initial subscription amount, if less); and (ii) as a result of a refusal or failure on the part of the Unitholder to provide and/or consent to the disclosure of information concerning the Unitholder which is required to be disclosed by the Fund in accordance with applicable laws. Such a redemption shall be made on such terms and conditions as the Fund Manager may, from time to time, determine, at its discretion, at the applicable Class Net Asset Value per Unit calculated in the manner provided in the notice provided to the Unitholder.

REPORTING TO UNITHOLDERS

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

Unitholders will be sent audited annual financial statements of the Fund in accordance with their instructions. Unitholders will be given the option to receive or not receive annual financial statements and have the ability to change their selection at any time by contacting the Fund Manager.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain of the principal Canadian federal income tax considerations under the Tax Act generally applicable to the Fund and to purchasers of Units of the Fund who, at all material times, are individuals (other than trusts), are resident in Canada, deal at arm's length, and are not affiliated, with the Fund, and will hold their Units as capital property, all within the meaning of the Tax Act.

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

This summary is based on the facts set out in this Offering Memorandum, the provisions of the Tax Act in force as of April 9, 2020, and the published administrative policies and assessing practices of the CRA publicly released prior to April 9, 2020. This summary takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to April 9, 2020 (the "**Proposed Amendments**"). There can be no assurance that the Proposed Amendments will be enacted in their current form or at all, or that the CRA will not change its administrative policies and assessing practices, potentially with retroactive effect. Except for the Proposed Amendments, this summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial decision or action. There can be no assurances that such changes, if made, might not be retroactive. This summary also does not take into account provincial, territorial or foreign tax legislation or considerations, which may differ significantly from those discussed in this summary.

This summary assumes that none of the issuers of securities held by the Fund or the Underlying Fund will be a "foreign affiliate" (as defined in the Tax Act) of the Underlying Fund, the Fund or any Unitholder, or a non-resident trust that is not an "exempt foreign trust" as defined in section 94 of the Tax Act. This summary also assumes that (i) the Fund will not be a "SIFT trust" for the purposes of the Tax Act, (ii) the Underlying Fund will not be a "SIFT partnership" for the purposes of the Tax Act, (iii) neither the Fund, nor the Underlying Fund, will be a "financial institution" for the purposes of the Tax Act, and (iv) neither the Fund nor the Underlying Fund will be required to include any amounts in income pursuant to section 94.1 or section 94.2 of the Tax Act.

This summary is based on the assumptions that the Fund will qualify, at all times, as a "mutual fund trust" within the meaning of the Tax Act. In order to qualify as a "mutual fund trust", the Fund must restrict its undertakings to investing

in certain property, must comply, on a continuous basis, with certain minimum distribution requirements relating to the Units, and must not be established or maintained primarily for the benefit of non-residents. If the Fund does not qualify as a "mutual fund trust" for the purposes of the Tax Act at all times, the income tax considerations described below could be materially and adversely different.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units. This summary does not address income tax consequences relating to the deductibility of interest on money borrowed to acquire Units, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor. Investors are urged to consult with their own tax advisors for advice with respect to their particular circumstances.

Tax Status of the Fund

This summary assumes that the Fund will constitute a "mutual fund trust" for the purposes of the Tax Act at all times and that the Fund will be able to elect, and will elect, to be deemed to be a "mutual fund trust" from the date of its settlement.

In order to qualify as a "mutual fund trust", the Fund must satisfy the following conditions: (i) the Fund must be a "unit trust" for the purposes of the Tax Act, (ii) the undertaking of the Fund must be limited to a combination of the investing of its funds in property (other than real property or interests in real property) and the acquiring, holding, maintaining, improving, leasing or managing of any real property or an interest in real property, that is capital property of the Fund; (iii) the Fund must comply on a continuous basis with certain requirements relating to the qualification of the Units for distribution to the public, the number of Unitholders and the dispersal of ownership of Units; and (iv) the Fund may not reasonably be considered to have been established or maintained primarily for the benefit of non–residents (as defined for the purposes of the Tax Act).

For the Fund to qualify as a "unit trust", (i) it must be an *inter vivos* trust, (ii) the interest of each Unitholder in the Fund must be described by reference to units of the Fund, and (iii) the Units must be subject to conditions requiring the Fund to accept, at the demand of the holder thereof and at prices determined and payable in accordance with the conditions, the surrender of the Units that are fully paid.

If the Fund were not to qualify as a "mutual fund trust" at any particular time, the Canadian federal income tax considerations described below would, in some respects, be materially and adversely different.

Taxation of the Fund and the Underlying Fund

In each taxation year, the Fund will be subject to tax under Part I of the Tax Act on the amount of its income (or deemed income) for the year (including net realized taxable capital gains) less the portion thereof that it deducts in computing its income, in respect of amounts paid or payable to Unitholders in the taxation year. An amount will be considered to be payable to a Unitholder in a year if it is paid in the year or if the Unitholder is entitled to enforce payment of the amount in the year.

The Fund will generally be entitled for each taxation year to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized taxable capital gains by an amount determined under the Tax Act based on the redemption of Units during the year (the "**capital gains refund**"). The Fund intends to pay or make payable to Unitholders a sufficient amount of its income (including net realized taxable capital gains) each year so that the Fund will not be liable in any year for income tax under Part I of the Tax Act after taking into account the capital gains refund. Losses incurred by the Fund in a taxation year cannot be allocated to Unitholders, but may be deducted by the Fund in future years in accordance with the Tax Act.

Due to the investment strategy of the Fund, the Fund's income or loss for a taxation year is expected to consist of (i) its share of the income or, subject to the "at-risk" rules contained in the Tax Act, its share of the loss, of the Underlying Fund for the fiscal period of the Underlying Fund ending in that taxation year, whether or not the Fund has received or will receive a distribution from the Underlying Fund, and (ii) any taxable capital gains or allowable capital losses

realized on the disposition of an interest in the Underlying Fund. The Fund's share of the Underlying Fund's income (or loss) will generally be treated as if the Fund had derived such income (or incurred such loss) directly for the purposes of the Tax Act.

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income. The Fund may generally deduct the costs and expenses of the offering of Units under this Offering Memorandum that are paid by the Fund at a rate of 20% per year, pro-rated where the Fund's taxation year is less than 365 days.

The Underlying Fund will compute its income (or loss) under the Tax Act for each of its fiscal periods as if it were a separate person resident in Canada. In this regard, the Underlying 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.

In computing its income under the Tax Act, the Underlying Fund may deduct reasonable administrative, interest and other expenses incurred to earn income subject to the detailed rules in the Tax Act.

Generally, profits and losses realized by the Underlying Fund from investing in derivatives will be treated as ordinary income or losses. Gains and losses realized by the Underlying Fund on the disposition of securities held in long positions will generally be reported as capital gains and capital losses, respectively. The Underlying Fund generally intends to account for gains and losses realized on short sales on income account. Whether gains and losses realized by the Underlying Fund are on income or capital account will depend largely on factual considerations. The Fund may elect under subsection 39(4) of the Tax Act so that its share of gains and losses of the Underlying Fund from dispositions of "Canadian securities" under the Tax Act (including those gains and losses connected with certain short sales of Canadian securities) will be treated as capital gains or losses under the Tax Act.

The Fund may realize capital gains or losses with respect to the disposition of an interest in the Underlying Fund. The adjusted cost base of the Fund's interest in the Underlying Fund at any time will be the cost of such interest reduced by its share of any losses of the Underlying Fund allocated to it for fiscal periods ending before that time (in each case after taking into account the "at-risk" rules and the full amount of any capital losses) and by amounts distributed by the Underlying Fund before such time.

The adjusted cost base of the Fund's interest in the Underlying Fund at any time will be increased by any income of the Underlying Fund allocated to the Fund, including the full amount of any capital gains realized by the Underlying Fund, for fiscal periods ending before that time. If the adjusted cost base to the Fund of its interest in the Underlying Fund were negative at the end of a taxation year, the amount by which it is negative will be deemed to be a capital gain realized by the Fund in that taxation year and the adjusted cost base of the interest will be increased by the amount of the deemed gain. The Fund Manager has advised that it does not anticipate that the adjusted cost base to the Fund of its interest in the Underlying Fund will be negative at the end of any fiscal year.

The Fund may be subject to the "suspended loss" rules in the Tax Act, which may defer the recognition of capital losses on the disposition of an interest in the Underlying Fund. As well, in certain circumstances, losses of the Fund may be restricted and therefore would not be available to shelter income or capital gains.

The Fund and the Underlying Fund (in computing its income under the Tax Act in the circumstances described above) are required to compute all relevant amounts, including interest, the cost of property and proceeds of disposition, in Canadian dollars for purposes of the Tax Act at the exchange rate prevailing at the time of the transaction, as more particularly determined in accordance with section 261 of the Tax Act. As a result, the amount of income, gains or losses for the Fund and the Underlying Fund may be affected by changes in the value of foreign currencies relative to the Canadian dollar.

The Underlying Fund may derive income or gains from investments in countries other than Canada and, as a result, it (and by extension, the Fund) may be liable to pay income or profits tax to such countries. The Fund will generally be considered to have derived its share of such income and gains from these sources and to have paid its share of such taxes. Subject to the detailed rules in the Tax Act, the Fund may designate a portion of its foreign source income in

respect of a Unitholder so that such income and a portion of the foreign tax paid by the Fund on such income that has not been deducted by the Fund may be regarded as foreign source income of, and foreign tax paid by, the Unitholder for the purposes of the foreign tax credit provisions of the Tax Act. However, for the purposes of these rules, foreign taxes paid in respect of income from a property that exceed 15% of such income may not be designated to a Unitholder and may generally be deducted by the Fund in computing its income for the purposes of the Tax Act.

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

Taxation of Unitholders

A Unitholder will generally be required to include in computing income for a particular taxation year of the Unitholder the portion of the net income, including the taxable portion of net realized capital gains, of the Fund paid or payable to the Unitholder in that particular taxation year whether in cash or in additional Units. Provided that appropriate designations are made by the Fund, such portion of (a) the net realized taxable capital gains of the Fund, (b) the foreign source income for the Fund and foreign taxes eligible for the foreign tax credit, and (c) the taxable dividends received by the Fund on shares of taxable Canadian corporations as are paid or becomes payable to a Unitholder will effectively retain their character and be treated as such in the hands of the Unitholder (including such amounts allocated to the Fund by the Underlying Fund). To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the applicable gross-up and dividend tax credit rules will apply.

The non-taxable portion of net realized capital gains of the Fund paid or payable to a Unitholder in a taxation year will not be included in the Unitholder's income for the year and will not reduce the adjusted cost base of the Unitholder's Units provided the Fund makes a designation in respect of the amount of such capital gains. Any amount in excess of the Fund's net income and the non-taxable portion of net realized capital gains designated to the Unitholder for a taxation year that is paid or payable to the Unitholder in such year will not generally be included in the Unitholder's income but will reduce the adjusted cost base of the Unitholder's Units.

The Net Asset Value 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 notwithstanding that such amounts will have been reflected in the price paid for the Units.

On the disposition or deemed disposition of a Unit, including the redemption of a Unit, the Unitholder will generally realize a capital gain (or capital loss) equal to the amount by which the Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of the Unit and any reasonable costs of disposition. Proceeds of disposition will not include an amount that is otherwise required to be included in the Unitholder's income. For the purpose of determining the adjusted cost base of a Unit to a Unitholder, when a Unit is acquired, the cost of the newly-acquired Unit will be averaged with the adjusted cost base of all the Units owned by the Unitholder as capital property immediately before that time. The cost of a Unit received on the reinvestment of distributions of the Fund will be equal to the amount reinvested.

Based on published administrative positions of the CRA, a redesignation of Units of a particular Class to Units of another Class denominated in the same currency should not result in a disposition of the Units.

One-half of any capital gains ("**taxable capital gains**") realized by a Unitholder will generally be included in the Unitholder's income and one-half of any capital loss ("**allowable capital losses**") realized may generally be deducted only from taxable capital gains in accordance with the provisions of the Tax Act.

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

Taxation of Registered Plans

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

Notwithstanding the foregoing, if the Units are "prohibited investments" (as defined in the Tax Act) for a TFSA, RRSP, RRIF, RESP, or RDSP, the holder of the TFSA or RDSP, the annuitant of the RRSP or RRIF, or the subscriber of the RESP, as the case may be, (each, a "**Plan Holder**") will be subject to a penalty tax as set out in the Tax Act. The Units will be a "prohibited investment" for a TFSA, RRSP, RRIF, RESP, or RDSP if the Plan Holder (i) does not deal at arm's length with the Fund for purposes of the Tax Act, or (ii) has a "significant interest", as defined in the Tax Act, in the Fund. Generally, a Plan Holder will not have a significant interest in the Fund unless the Plan Holder owns interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with whom the Plan Holder does not deal at arm's length. In addition, the Units will not be a "prohibited investment" for a TFSA, RRSP, RRIF, RESP, or RDSP if such Units are "excluded property", as defined in the Tax Act. Plan Holders should consult with their own tax advisors regarding the "prohibited investment" rules based on their particular circumstances.

Tax Information Reporting

In March 2010, the U.S. enacted the Foreign Account Tax Compliance Act ("**FATCA**"), which imposes certain reporting requirements on non-U.S. financial institutions. The governments of Canada and the United States have entered into an Intergovernmental Agreement ("**IGA**") which establishes a framework for cooperation and information sharing between the two countries and may provide relief from a 30% U.S. withholding tax under U.S. tax law (the "**FATCA Tax**") for Canadian entities such as the Fund, provided that (i) the Fund complies with the terms of the IGA and the Canadian legislation implementing the IGA in Part XVIII of the Tax Act, and (ii) the government of Canada complies with the terms of the IGA. The Fund will endeavour to comply with the requirements imposed under the IGA and Part XVIII of the Tax Act. Under Part XVIII of the Tax Act, Unitholders are required to provide identity and residency and other information to the Fund (and may be subject to penalties for failing to do so), which, in the case of "Specified U.S. Persons" or certain non-U.S. entities controlled by "Specified U.S. Persons", will be provided, along with certain financial information (for example, account balances), by the Fund to the CRA and from the CRA to the U.S. Internal Revenue Service. The Fund may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or Part XVIII of the Tax Act, or if the Canadian government is not in compliance with the IGA and if the Fund is otherwise unable to comply with any relevant and applicable U.S. legislation. Any such FATCA Tax in respect of the Fund would reduce the Fund's distributable cash flow and net asset value.

Part XIX of the Tax Act implements the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development ("**CRS**"). Pursuant to Part XIX of the Tax Act, "Canadian financial institutions" that are not "non-reporting financial institutions" (as both terms are defined in Part XIX of the Tax Act) are required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the "controlling persons" of which are resident in a foreign country, and to report required information to the CRA. Such information is expected to be exchanged on a reciprocal, bilateral, basis with the tax authorities of the foreign country in which the account holders or such controlling persons are resident, pursuant to the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty. Pursuant to Part XIX of the Tax Act, Unitholders are required to provide certain information regarding their investment in the Fund for the purpose of such information exchange, unless the investment is held within certain Registered Plans (as defined below). The Fund, in conjunction with assistance from its service providers where necessary, will endeavour to ensure that it satisfies any obligations imposed on it under the Tax Act in respect of CRS.

The Fund's ability to satisfy its obligations under Part XIX of the Tax Act depends on each Unitholder in the Fund providing the Fund with any information, including information concerning the direct or indirect owners of such Unitholders, that the Fund determines is necessary to satisfy such obligations. In its subscription agreement, each Unitholder will, among other things, agree to provide such information and documentation upon request from the Fund. If a Unitholder provides information and documentation that is misleading, or it fails to provide the Fund (or its agents) with the requested information and documentation necessary in either case to satisfy the Fund's obligations under the Tax Act, then the Fund reserves the right to (i) take any action and/or pursue all remedies at its disposal, including, without limitation, compulsory redemption or withdrawal of the Unitholder's Units; and (ii) hold back from any redemption proceeds, or deduct from the Net Asset Value in respect of the Unitholder's Units, any liabilities, costs, expenses, penalties or taxes caused (directly or indirectly) by the Unitholder's action or inaction. **Unitholders are encouraged to consult with their own tax advisors regarding the possible implications of CRS in respect of their interests in the Fund.**

ELIGIBILITY FOR INVESTMENT

Provided that the Fund qualifies as a "mutual fund trust" for the purposes of the Tax Act at all times Units offered pursuant to this Offering Memorandum will be qualified investments under the Tax Act for Registered Plans.

RISK FACTORS

An investment in the Fund involves various risks. An investment in Units should only be made after consulting with independent and qualified sources of investment and tax advice. An investment in the Fund is not intended as a complete investment program. A subscription for Units should only be considered by persons who understand and can bear the risk of loss associated with an investment in the Fund. **The following does not purport to be a complete summary of all the risks associated with an investment in the Fund:**

Reliance on Spartan and Sub-Advisor

All investment and trading decisions for the Fund and the Underlying Fund will be made by Spartan and/or the Sub-Adviser (as applicable) and their respective judgment and ability will determine the success of the Fund and the Underlying Fund. No assurance can be given that the investment strategies of the Fund and the Underlying Fund will prove successful under any or all market conditions.

Limited Operating History

Although all persons involved in the management and administration of the Fund and the Underlying Fund have significant experience in their respective fields of specialization, each of the Fund and the Underlying Fund has a limited operating or performance history upon which prospective investors can evaluate the Fund's or Underlying Fund's likely performance.

Limited Ability to Liquidate Investment

There exists no established market for the sale of the Units of the Fund, and none is expected to develop within the foreseeable future. The Units of the Fund may be resold only pursuant to exemptions available under applicable securities legislation. Units of the Fund, however, may be redeemed on a weekly basis. See "Redemption of Units".

Use of Borrowed Funds to Finance Acquisition of Units

Prospective investors are not advised to finance the acquisition of Units through the use of borrowed money. Using borrowed money to finance the purchase of securities involves a greater risk than a purchase using the investor's cash resources only. If an investor borrows money to purchase Units, the investor's obligation to repay the loan and pay interest as required by the terms of the loan remains the same even if the value of the Units purchased declines.

Effect of Substantial Redemptions

Substantial redemptions of Units could require the Fund to redeem a substantial portion of its investment in Underlying Fund Units. This, in turn, could require the Underlying Fund to liquidate its positions more rapidly than otherwise desired in order to obtain the cash necessary to fund the redemptions. The Underlying Fund will be permitted to borrow cash necessary to pay for redemptions when Spartan determines that it is not advisable to liquidate the Underlying Fund's assets for that purpose, and also will be authorized to pledge the Underlying Fund's assets as collateral security for the repayment of such loans.

In addition, substantial redemptions/repurchases of other classes of the Underlying Fund Units could require Spartan to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the Underlying Fund.

Loss of Investment

An investment in the Fund is not intended as a complete investment program. A subscription for Units should only be considered by persons who understand and can bear the risk of loss associated with an investment in the Fund. Investors should review closely the investment objectives and investment strategies to be utilized by the Fund as outlined herein to familiarize themselves with the risks associated with an investment in the Fund.

Income

An investment in the Fund is not suitable for an investor seeking an income from such investment.

Past Performance/Use of Benchmarks

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

A comparison of the Fund's performance to market indices will be of limited use to an investor because the Underlying Fund's investment portfolio may contain, among other things, options and other securities and may employ leverage not found in a market index. As a result, there may be no market indices that are directly comparable to the results of the Fund and reliance should not be placed upon such comparisons for the purposes of an investment decision.

Cyber Security Risk

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

Unitholder Liability

The Declaration provides that no Unitholder shall be subject to any liability whatsoever, in contract or otherwise, to any person in connection with the Fund Property or the obligations or the affairs of the Fund and all such persons shall

look solely to the Fund Property for satisfaction of claims of any nature arising out of or in connection therewith and the Fund Property only shall be subject to levy or execution. Notwithstanding the foregoing statement in the Declaration relating to unsettled claims on the Fund's assets, there is a risk, that the Fund Manager considers minimal in the circumstances, that a Unitholder could be held personally liable for obligations of the Fund. It is intended that the Fund's operations be conducted in such a way as to minimize any such risk. In the event that a Unitholder should be required to satisfy any obligation of the Fund, such Unitholder will be entitled to reimbursement from any available assets of the Fund.

Lack of Independent Experts Representing Unitholders

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

Taxation of the Fund

If the Fund ceases to qualify as a "mutual fund trust" under the Tax Act, the income tax considerations described under the heading "Certain Canadian Federal Income Tax Considerations" would be materially and adversely different in certain respects. There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts will not be changed in a manner which adversely affects the Unitholders.

If the Fund experiences a "loss restriction event" (i) the Fund will be deemed to have a year-end for tax purposes, and (ii) the Fund will become subject to the loss restriction rules generally applicable to corporations that experience an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, the Fund could be subject to a loss restriction event when a person becomes a "majority-interest beneficiary" of the Fund, or a group of persons becomes a "majority-interest group of beneficiaries" of the Fund, as those terms are defined in the affiliated persons rules contained in the Tax Act, with appropriate modifications. Generally, a majority-interest beneficiary of the Fund will be a beneficiary who, together with the beneficial interests of persons and partnerships with whom the beneficiary is affiliated, has a fair market value that is greater than 50% of the fair market value of all interest in the income or capital, respectively, in the Fund. However, amendments to the rules have been enacted, which effectively make the rules inapplicable to the Fund provided that it adheres to certain investment restrictions.

Legal and Regulatory

Costs of complying with laws, regulations and policies of regulatory agencies, as well as possible legal actions, may impact the value of investments held by the Fund or the Underlying Fund.

Not a Mutual Fund Offered by Prospectus

Neither of the Fund nor the Underlying Fund is a mutual fund offered by prospectus. As such, the Fund and the Underlying Fund are not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of their respective investment portfolios. In addition, the rules designed to protect investors who purchase securities of a mutual fund offered by prospectus will not apply to the Units or the Underlying Fund Units.

Conflicts of Interest

Each of the Fund, the Underlying Fund and Spartan may be subject to various conflicts of interest. See "Conflicts of Interest".

Indemnification Obligations of the Fund and the Underlying Fund

Spartan, the Underlying Fund GP and their respective directors, officers, employees and agents as well as the Underlying Fund's Clearing Brokers, Administrator, Auditor, and their respective affiliates, are entitled to be indemnified out of the assets of the Fund or the Underlying Fund (as applicable) in certain circumstances. As a result, there is a risk that the Fund's or the Underlying Fund's assets will be used to indemnify such persons, companies or their employees or satisfy their liabilities as a result of their activities in relation to the Fund or the Underlying Fund (as applicable) in a manner which would have a materially adverse effect on the value of the Fund or the Underlying Fund (as applicable).

Risks Related to Investment Strategies Utilized in Connection with the Underlying Fund

There can be no assurance that any trading method employed by the Sub-Adviser on behalf of the Underlying Fund will produce profitable results. Moreover, past performance is not necessarily indicative of future returns.

General Market Risk

Overall market or economic conditions, which the Sub-Adviser cannot predict or control, may have a material adverse effect on performance. There can be no assurance that what the Sub-Adviser (or the Global Diversified trading program) perceives as an investment opportunity will not result in substantial losses due to a variety of general market or other factors. General market conditions could materially reduce the Underlying Fund's profit potential.

Changing Market Conditions

The Sub-Adviser's strategies are based on the analysis of past market and economic data as indications of future prices. The international economy rapidly evolves and financial markets develop in response to new financial instruments and technologies. There can be no assurance that the valuation models and trading programs developed by the Sub-Adviser based on past market conditions will be successful when applied to current or future markets.

In addition to regulatory changes, the economic features of the markets have undergone, and are expected to continue to undergo, rapid and substantial changes as new strategies and instruments are introduced. Furthermore, the number of participants, particularly institutional participants, in the futures and forward markets appear to have expanded substantially and are expected to continue to do so. There can be no assurance as to how the Underlying Fund will perform given the changes to, and increased competition in, the marketplace.

Equity Investments Subject to Various Risks

The Underlying Fund will invest in publicly traded equities. Equity securities may be subject to various types of risks, including market risk, liquidity risk, legal risk and operations risk. Stock markets tend to move in cycles with short or extended periods of rising and falling stock prices. The value of a company's equity securities may fall because of:

- Factors that directly relate to that issuer, such as decisions made by its management or lower demand for the issuer's products or services;
- Factors affecting an entire industry, such as increases in production costs; and
- Changes in financial market conditions that are relatively unrelated to the issuer or its industry, such as changes in interest rates, currency exchange rates or inflation rates.

The Underlying Fund may invest in securities of issuers with small or medium market capitalizations. Any investment in small and medium capitalization companies involves greater risk and price volatility than that customarily associated with investments in larger, more established companies. This increased risk may be due to the greater business risks of their small or medium size, limited markets and financial resources, narrow product lines and frequent lack of management depth. The securities of small and medium capitalization companies are often traded in the over-

the-counter market, and might not be traded in volumes typical of securities traded on a national securities exchange. Thus, the securities of small and medium capitalization companies are likely to be less liquid and subject to more abrupt or erratic market movements than securities of larger, more established companies.

Equity Securities Generally

The Underlying Fund will invest in publicly traded equities. Market prices of equity securities generally, and of certain companies' equity securities more particularly, frequently are subject to greater volatility than prices of fixed-income securities. Such fluctuations are often based on factors unrelated to the value of the issuer of the securities. Market prices of equity securities as a group have dropped dramatically in a short period of time on several occasions in the past, and they may do so again in the future. In addition, actual and perceived accounting irregularities may cause dramatic price declines in the equity securities of companies reporting such irregularities or which are the subject of rumors of accounting irregularities.

Common Shares

The Underlying Fund will invest in common shares and similar equity securities. Shares of common stock generally represent the most junior position in an issuer's capital structure and, as such, generally entitles holders only to an interest in the assets of the issuer, if any, remaining after all more senior claims to such assets have been satisfied. Holders of common shares generally are entitled to dividends only if and to the extent declared by the governing body of the issuer out of income or other assets available after making interest, dividend and any other required payments on more senior securities of the issuer.

Interest Rate Fluctuations; Leverage

The prices of securities investments made by the Underlying Fund likely will tend to be sensitive to interest rate fluctuations and unexpected fluctuations in interest rates could cause the corresponding prices of the long and short portions of a position to move in directions which were not initially anticipated. In addition, interest rate increases generally will increase the interest carrying costs of borrowed securities and leveraged investments. To the extent that interest rate assumptions underlie any hedge ratios implemented in any hedging of a particular position, fluctuations in interest rates could invalidate those underlying assumptions and expose the Underlying Fund to losses.

The Sub-Adviser may use financial leverage to increase investment capacity and for other purposes. Consequently, fluctuations in the market value of the Underlying Fund's portfolio will have a significant effect in relation to the Underlying Fund's capital. Borrowing money to purchase a security may provide the Underlying Fund with the opportunity for greater capital appreciation but at the same time will increase the risk of loss with respect to the security. Although borrowing money increases returns if returns on the incremental investments purchased with the borrowed funds exceed the borrowing costs for such funds, the use of leverage decreases returns if returns earned on such incremental investments are less than the costs of such borrowings. The amount of borrowings which may be outstanding at any time may be large in relation to the Underlying Fund's capital. In addition, the level of interest rates generally, and the rates at which funds can be borrowed in particular, will affect the operating results of the Underlying Fund.

Leverage may be obtained through various means. Use of short-term margin borrowings by the Underlying Fund may result in certain additional risks to the Underlying Fund. For example, should the securities pledged to a broker to secure a margin account decline in value, the broker may issue a "margin call" pursuant to which additional funds would have to be deposited with the broker or the pledged securities would be subject to mandatory liquidation to compensate for the decline in value. In the event of a sudden precipitous drop in the value of the assets pledged to a broker as margin, the Underlying Fund might not be able to liquidate assets quickly enough to pay off the margin debt and may therefore suffer additional significant losses as a result of such a default.

Investments in Securities of Foreign Issuers

The Underlying Fund may invest in publicly traded securities of foreign (non-U.S. and non-Canadian) issuers. These investments involve special risks not usually associated with investing in securities of Canadian or U.S. companies, including political and economic considerations, such as greater risks of expropriation and nationalization,

confiscatory taxation, the potential difficulty of repatriating funds, social, political and economic instability and adverse diplomatic developments; the possibility of the imposition of withholding or other taxes on dividends, interest, capital gain or other income; the small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and in price volatility; fluctuations in the rate of exchange between currencies and costs associated with currency conversion; and certain government policies that may restrict the Underlying Fund's investment opportunities. In addition, there may be different types of, and lower quality, information available about a foreign company than a Canadian or U.S. company. There is also less regulation, generally, of the securities markets in many foreign countries than there is in Canada and the United States, and such markets may not provide the same protections available in Canada and the United States. With respect to certain countries there may be the possibility of political, economic or social instability, the imposition of trading controls, import duties or other protectionist measures, various laws enacted for the protection of creditors, greater risks of nationalization or diplomatic developments which could materially adversely affect the Underlying Fund's investments in those countries. The Underlying Fund's investment in issuers from foreign countries may also be subject to withholding or other taxes, which may be significant and may reduce the Underlying Fund's returns.

Futures Trading is Speculative and Volatile

Speculative trading in the futures markets typically results in volatile performance. The price movements of futures contracts are influenced by changing supply and demand relationships, agricultural, trade, fiscal, monetary and exchange control programs and policies, national and international political and economic events, crop diseases, climate, the purchasing and marketing programs of different nations, changes in interest rates and numerous other factors. In addition, governments occasionally intervene, directly and by regulation, in certain markets, particularly those in currencies and interest rates. Government intervention is often intended to influence prices directly. The Sub-Adviser cannot control these factors nor give assurance that its advice will result in profitable trades for the Underlying Fund or that the Underlying Fund will not incur substantial losses.

Futures Trading is Highly Leveraged

The low margin deposits normally required to trade futures contracts (typically between 2% and 15% of the value of the contract purchased or sold) permit an extremely high degree of leverage. For example, if 10% of the contract price is deposited as margin, a 10% decrease in the contract price would result in a total loss of the margin deposit before any deduction for brokerage commissions. A decrease of more than 10% of the contract price would result in a loss of more than the total margin deposit. Accordingly, a relatively small price movement in a contract may cause immediate and substantial losses to the Underlying Fund. The use of leverage may result in losses that exceed the amount of capital invested.

Trading Limits on Futures Contracts

Most of the U.S. futures exchanges on which the Underlying Fund trades impose fluctuation limits on the amount by which the price of a futures contract traded on the exchange may vary during a single day. Daily price fluctuation limits may reduce liquidity or effectively curtail trading in particular markets. If the price of a contract increases or decreases past the daily limit, traders may not take or liquidate positions in the contract.

Contract prices have occasionally moved to the daily limit for several consecutive days with little or no trading. This could prevent the Sub-Adviser from promptly liquidating unfavorable positions and subject the Underlying Fund to substantial losses that could exceed the margin initially committed. Daily limits may reduce liquidity but they do not limit ultimate losses, because the limits apply only on a day-to-day basis.

Even if contract prices do not reach the daily limit, the Sub-Adviser may not be able to execute trades at favorable prices when there is only light trading in the contracts involved. The Sub-Adviser may also execute trades on non-U.S. markets that may be substantially more prone to periods of illiquidity than the U.S. markets.

Possible Effects of Speculative Position Limits

The CFTC, certain U.S. futures exchanges and certain non-U.S. regulators have established speculative position limits on the maximum net long or short futures and options positions which any person or group of persons acting in concert may hold or control in particular futures contracts. The CFTC has adopted a rule requiring each U.S. domestic exchange to set speculative position limits, subject to CFTC approval, for all futures contracts and options traded on such exchange which are not already subject to speculative position limits established by the CFTC or such exchange. The CFTC has jurisdiction to establish speculative position limits with respect to all futures contracts and options traded on exchanges located in the United States, and any exchange may impose additional limits on positions on that exchange. Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**"), the CFTC has sought to implement regulations for federal speculative position limits for futures contracts based upon the same underlying commodity for each month across contracts listed by designated contract markets, for agreements which settle against any price of contracts listed for trading on a registered entity, for contracts listed for trading on a foreign board of trade allowing U.S. persons to have direct access and for swap contracts with a significant price discovery function. The United States District Court for the District of Columbia has ruled that the CFTC did not make the required findings under the Dodd-Frank Act that federal speculative position limits were necessary and would be effective to limit excessive speculation and as such, vacated these rules although the CFTC appealed this decision (which appeal has now been abandoned) and has recently re-proposed new federal speculative position limit rules as well as aggregation rules and exemptions therefrom. If enacted, such regulations could adversely affect the Sub-Adviser's and/or the Underlying Fund's ability to maintain positions in certain futures contracts and related options. Generally, no speculative position limits are in effect with respect to the trading of spot currency and forward contracts or trading on non-U.S. exchanges. All trading accounts owned or managed by the Sub-Adviser and its trading principals will be combined for speculative position limit purposes. With respect to trading in futures subject to such limits, the Sub-Adviser may reduce the size of the positions, which would otherwise be taken in such futures and not trade certain futures in order to avoid exceeding such limits. Such modification, if required, could adversely affect the operations and profitability of the Underlying Fund. There can be no guarantee that additional position-related limits will not be established by the CFTC, and other regulators or exchanges for the markets where the Underlying Fund trades.

Forward Trading

The Sub-Adviser may enter into forward contracts for certain commodity interests, such as currencies, on behalf of the Underlying Fund. Forward contracts are not traded on exchanges. Instead, banks and dealers act as principals in these markets. Generally, neither the CFTC nor any banking authority regulates trading in forward contracts. In addition, there is no limitation on the daily price movements of forward contracts.

Forward trading is subject to the risk of the failure of counterparties or their inability to perform the forward contracts. Underlying Fund assets on deposit with these counterparties are also generally not protected by the same segregation requirements imposed on CFTC–regulated futures brokers in respect of customer funds on deposit with them.

Principals in the forward markets are not obligated to continue to make markets in forward contracts. In the past, certain banks or dealers have refused to quote prices for forward contracts or have quoted prices with an unusually wide spread between the price at which they are prepared to buy and that at which they are prepared to sell.

The imposition of credit controls by governments might limit forward trading to less than what the Sub-Adviser would otherwise recommend, to the possible detriment of the Underlying Fund.

Over-the-Counter Trading Risk

It is possible that the Underlying Fund may engage in transactions involving certain commodity interests (such as currencies and metals), forwards (such as foreign exchange forwards) and/or securities traded on "over the counter" ("**OTC**") markets. In general, there is less governmental regulation and supervision in the OTC markets than of transactions entered into on an organized exchange. In addition, many of the protections afforded to participants on some organized exchanges, such as the performance guarantee of an exchange's clearing house, will not be available in connection with OTC transactions. This exposes the Underlying Fund to the risks that a counterparty will not settle

a transaction because of a credit or liquidity problem or because of disputes over the terms of the contract. Therefore, to the extent that the Underlying Fund engages in trading on OTC markets, the Underlying Fund could be exposed to greater risk of loss through default than if it confined its trading to regulated exchanges.

Trading in Options

The Sub-Adviser may trade options on securities, futures contracts, currencies or foreign exchange forward contracts. Although successful options trading requires many of the same skills as does successful securities, futures, swaps and forward trading, the risks involved are different. For example, the assessment of near-term market volatility, which is directly reflected in the price of outstanding options, can be of much greater significance in trading options than it is in many long-term futures strategies. The use of options can be extremely expensive if market volatility is incorrectly predicted. A purchaser of options is exposed to the risk of loss of the entire premium paid; a seller, or writer, of call options is exposed to the risk of theoretically unlimited loss, and the seller of put options is exposed to the risk of substantial loss far in excess of the premium received.

Trading on Foreign Futures Markets

The Sub-Adviser trades on futures markets outside Canada and the United States for the Underlying Fund. Trading on foreign markets is not regulated by any Canadian or United States government agency and may involve additional risks not applicable to trading on Canadian or United States exchanges. For example, certain foreign exchanges may be substantially more prone to periods of illiquidity than Canadian or United States markets. Also, some foreign markets, in contrast to Canadian or United States exchanges, are "principals' markets," similar to the forward markets, in which performance is the responsibility only of the individual member and not of any exchange or clearing organization. In some cases, the Underlying Fund may deal through intermediaries on foreign markets that may, in effect, take the opposite side of trades made for the Underlying Fund. The Underlying Fund may not have the same access to certain trades as do various other participants in markets outside Canada and the United States. Finally, most futures contracts traded on foreign exchanges are treated differently for federal income tax purposes than are domestic contracts.

Currency Risk

The Sub-Adviser trades on markets outside Canada and the U.S. on behalf of the Underlying Fund. The profits and losses from trading foreign instruments are generally denominated in foreign currencies. Consequently, the Underlying Fund is subject to exchange-rate risk. The Sub-Adviser may, but is not obligated, to enter into forward foreign currency exchange contracts to hedge any foreign holdings and commitments. Even if the Sub-Adviser does attempt to hedge exchange-rate risk, there can be no assurance it will be successful or that such hedging activities will not themselves result in losses.

Concerns Regarding the Downgrade of the U.S. Credit Rating and the Sovereign Debt Crisis in Europe

In recent years, political partisanship has introduced an element of volatility to the functioning of the U.S. government and its ability to pay its obligations. On August 5, 2011, Standard & Poor's lowered its long term sovereign credit rating on the United States of America from AAA to AA+ due to U.S. lawmakers' delay in raising the federal debt ceiling. This downgrade reflected Standard & Poor's view that the fiscal consolidation plan within that agreement fell short of what would be necessary to stabilize the U.S. government's medium term debt dynamics. Due to a failure by U.S. lawmakers to renew the federal budget into a new fiscal year, the U.S. government endured a partial government shut-down. Any further credit rating downgrade could have material adverse impacts on financial markets and economic conditions in the United States and throughout the world and, in turn, the market's anticipation of these impacts could have a material adverse effect on the investments made by the Underlying Fund and thereby the Underlying Fund's financial condition and liquidity. The ultimate impact of any downgrade or anticipated downgrade on global markets and the Underlying Fund's business, financial condition and liquidity is unpredictable.

Global markets and economic conditions have been negatively affected by the ability of certain E.U. member states to service their sovereign debt obligations. The continued uncertainty over the outcome of the E.U. governments'

financial support programs and the possibility that other E.U. member states may experience similar financial troubles could further disrupt global markets, which may have an adverse effect on the Underlying Fund.

Brexit – Changes to the European Union and the Applicability of the Treaty on the Functioning of the European Union

The United Kingdom is in the process of withdrawal as a member of the European Union ("**EU**"). This process has caused significant volatility in global financial markets and uncertainty about the integrity and functioning of the EU, both of which may persist for an extended period of time. Political parties in several other member states of the EU have proposed that a similar referendum be held on their country's membership in the EU. It is unclear whether any other member states of the EU will hold such referendums, but further disruption can be expected if they do. Areas where the uncertainty created by the United Kingdom's pending withdrawal from the EU include, but are not limited to, trade within Europe, foreign direct investment in Europe, the scope and functioning of European regulatory frameworks (including with respect to the regulation of alternative investment fund managers and the distribution and marketing of alternative investment funds), industrial policy pursued within European countries, immigration policy pursued within European countries, the regulation of the provision of financial services within and to persons in Europe and trade policy within European countries and internationally. The volatility and uncertainty caused by the referendum may adversely affect the value of the Underlying Fund's investments and the ability to achieve the investment objective of the trading programs. In addition, in light of changes in the regulatory treatment of UK trading venues, the operational, technical, and commercial ability of the Sub-Adviser to trade securities on UK trading venues using EU brokers and the ability or willingness of counterparties to enter into transactions on or through UK trading venues can be materially limited.

New and Modified Investment Strategies

The Sub-Adviser may from time to time create new strategies or modify existing strategies that constitute the Global Diversified investment strategy. For example, in August 2014, Equity Market Neutral was added as a component of the Global Diversified strategy. Although the Sub-Adviser and its principals have substantial experience investing in futures instruments, the Sub-Adviser has limited experience investing in securities. No guarantee or representation is made that the Global Diversified investment strategy will be successful.

Past performance is not necessarily indicative of future results

The Global Diversified strategy utilized by the Underlying Fund differs from the strategy on which its historical performance record is based. Prior to August 2014, the Global Diversified strategy's historical performance record reflects the use of a trading program focusing primarily on investment in futures contracts with no investment in equity securities. In August 2014, the Global Diversified strategy was modified to incorporate Equity Market Neutral. See "Investment Strategy."

The past performance of the Sub-Adviser (including its predecessor entity) and the principals managing other accounts implementing similar or different trading strategies are not necessarily indicative of the future results of the Underlying Fund, and the past performance of the Global Diversified strategy utilizing its prior formulation is not necessarily indicative of the future results of the Underlying Fund utilizing its current strategy. **PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS.**

No Assurance of Non-Correlation; Limited Value of Non-Correlation Even if Achieved

There can be no assurance that the Underlying Fund's performance will be non-correlated with (*i.e.*, unrelated to) the general stock and bond markets. If the Underlying Fund's performance is correlated to these markets, an investment in the Underlying Fund may not diversify an overall portfolio.

Even if the Underlying Fund's performance is profitable and non-correlated with (*i.e.*, unrelated to) the general stock and bond markets, it is highly likely that there will be significant periods during which the Underlying Fund's performance is similar to an investor's stock or bond holdings, thereby reducing or eliminating the Underlying Fund's

diversification benefits. During unfavorable economic cycles, an investment in the Underlying Fund may increase rather than mitigate a portfolio's aggregate losses.

Dependence on Key Personnel

The Underlying Fund is dependent on the services of certain key personnel of the Sub-Adviser. If one or more trading principals became unavailable to the Sub-Adviser, the effect on the Underlying Fund would be material and adverse and could result in the dissolution of the Underlying Fund.

Trading Decisions Based on Technical Analysis

For the Futures Strategies, the Sub-Adviser's trading decisions are determined primarily by technical trading systems that rely on historical pricing and market data. The profitability of any trading system involving technical analysis depends upon major price moves or trends in at least some of the markets traded. Also, most technical trading systems expect that many trades will be unprofitable, with the hope to achieve overall profitability through major gains on a limited number of trades. There can be no assurance that the valuation models developed by the Sub-Adviser will accurately identify price dislocations or capture the existence of major price moves.

Any trading method, whether based on technical or fundamental analysis, will not be profitable without price moves or trends of the kind the trading method seeks to follow. Periods without discernible trends have occurred in the past and, most likely, these periods will continue to occur in the future.

Furthermore, a technical trading system may underperform other trading methods when fundamental factors dominate price moves within a given market. Because technical analysis generally does not take into account fundamental factors such as supply, demand and political and economic events (except to the extent they influence the technical data used as input information for the trading program), a technical trading method may be unable to respond to fundamental causation events until after their impact has ceased to influence the market. Positions dictated by the resulting price movements may be incorrect due to the fundamental factors then affecting the market.

When fundamental factors dominate the markets, strict application of the trading signals generated by the Sub-Adviser's trading program may cause substantial losses due to its inability to respond to fundamental factors until they have a sufficient effect on the market to create a trend of enough magnitude to generate a reversal of trading signals. By then, a precipitous price change may already be in progress, preventing liquidation at anything but substantial losses.

Prospective investors must recognize that, irrespective of the Sub-Adviser's skill and expertise, the success of the Underlying Fund may be substantially dependent on general market conditions over which the Sub-Adviser has no control. Furthermore, the profit potential of trend-following systems may be diminished by the changing character of the markets, which may make the data on which the Sub-Adviser's trading models are based only marginally relevant to future market patterns.

Possible Effects of Technical Trading Systems

The Sub-Adviser believes that interest in technical trading systems has increased substantially in recent years. As the capital managed by trading systems similar to the Sub-Adviser's increases, an increasing number of traders may attempt to initiate or liquidate substantial positions at or about the same time as the Sub-Adviser. This and other actions by these traders may alter historical trading patterns or affect the execution of trades, to the detriment of the Underlying Fund.

Model Risk, Reliance on Systems, Information Technology and Algorithmic Trading

The Sub-Adviser's trading programs are based on quantitatively-based pricing theories and valuation models developed based on research and inferences drawn from studies of historical patterns and data. Models employ assumptions that abstract a number of variables from complex financial markets or instruments they attempt to replicate. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to

be incorrect. Even if such assumptions are not incorrect, there can be no assurance that the algorithms and software code used by the trading programs will successfully or optimally translate the Sub-Adviser's pricing theories and valuation models into successful trading results.

Trading models generally need to be updated regularly as market dynamics shift over time (for example, due to changed market conditions, regulations, investor populations and changes in underlying economic data) in order to remain effective. The Sub-Adviser primarily relies on the self-adaptive nature of its trading models, rather than the Sub-Adviser's discretion, to accommodate such shifts in market dynamics; however, neither the self-adaptive nature of the trading models nor the Sub-Adviser's discretionary updates to the trading models can be assured to maintain the effectiveness of such models. A previously highly successful model often becomes outdated or inaccurate, perhaps without the trader recognizing that fact before substantial losses are incurred (it being, for example, often difficult to quickly determine whether a factor in a model or unusual market events are responsible for unexpected losses). There can be no assurance that the Sub-Adviser will be successful in developing and maintaining effective quantitative models.

In addition to the risks associated with the use of trading models generally, the use of any computer program contains an inherent risk that the software and hardware used or relied upon may malfunction, or contain or develop defects. Such defects could include, but are not limited to, design errors, inaccurate data, computer viruses and vulnerability to hacking and unauthorized access. Such or other defects could result in the execution of unanticipated trades, the failure to execute anticipated trades, the failure to properly allocate trades, the failure to properly gather and organize available data and/or the failure to take certain risk mitigating actions or other consequences. Irrespective of any testing or monitoring conducted by the Sub-Adviser, such defects can be extremely difficult to detect, and it is entirely possible that a defect in the Sub-Adviser's trading programs could go undetected for a long period of time (or perhaps never be detected). The impact of a defect (or multiple defects) may be compounded over time, resulting in substantial losses. Even if a defect is detected, it may result in substantial losses before it is identified or there has been an opportunity correct it. Any malfunction or defects in the software or hardware developed, used or relied upon by the Sub-Adviser (either directly or indirectly through third parties, such as electronic markets and brokers) could result in substantial losses. The Sub-Adviser employs dedicated information technology staff to test and monitor equipment and maintain back-up systems. However, there can be no assurance or guarantee that such efforts will be successful in ensuring that technology operates correctly at all times.

For the Futures Strategies, the Sub-Adviser's trading program re-estimates its parameters daily with new market data. The Sub-Adviser takes care to ensure that all prices entered into its models are valid by using a cleaning algorithm for tick data that matches data between multiple sources as well as human oversight. Nonetheless, no amount of care can eliminate the risk of loss that may result from incorrect or faulty data.

Disruptions or Inability to Trade Due to Failure to Receive Timely and Accurate Market Data From Third Party Vendors

The strategies used by the Sub-Adviser depend to a significant degree on the receipt of timely and accurate market data from third party vendors. Any failure to receive such data in a timely manner or the receipt of inaccurate data for any reason could disrupt and adversely affect trading until such failure or inaccuracy is corrected.

Discretionary Aspects of the Sub-Adviser's Program

The Sub-Adviser intends the application of its trading program to be primarily mechanical. Nonetheless, during periods of market disruption, extreme volatility or other unusual market conditions (as determined by the Sub-Adviser in its sole discretion), the Sub-Adviser may, on rare occasions, rely on its judgment and discretion to determine whether to follow trading instructions generated by the trading program. Discretionary decision-making by the Sub-Adviser may result in unprofitable trades when adhering more rigidly to the systematic approach may not have done so.

Changes in Trading Method and Markets Traded

Although application of the Sub-Adviser's trading programs are almost exclusively mechanical, judgment is necessary to develop and evaluate the trading programs on an ongoing basis. The research and development of the Sub-Adviser's

trading programs are continuous. Consequently, the Sub-Adviser's trading methods and models may change over time.

Modifications may include: eliminating or changing existing trading systems, modifying risk and money management principles and markets traded, or the introduction of additional factors and methods of analysis. Consequently, the Sub-Adviser may not use the same trading methods and strategies in the future that it used in the past.

The Sub-Adviser's trading systems are proprietary and confidential, and the Sub-Adviser may modify its trading method without giving notice to limited partners or receiving their approval. The Underlying Fund LPA and the Investment Management and Advisory Agreement between the Underlying Fund and the Sub-Adviser provide the Sub-Adviser with broad discretion to trade the Underlying Fund's assets in a wide range of instruments.

Segregation of Class Assets

The Underlying Fund has the authority to issue multiple Classes of Units. However, the Underlying Fund and its Classes would constitute a single limited partnership and there is no statutory segregation of assets and liabilities of classes under Ontario law. Under the Underlying Fund LPA, liabilities incurred in respect of a particular class of Units may be allocated solely to such class of Units. However, in the event that the Underlying Fund issues multiple Classes of Units, the enforceability of such a contractual segregation of liabilities is untested under Ontario law, and it is possible that holders of other classes of Units may be compelled to bear their pro rata share of such liabilities.

Suspension of Redemption Rights; No Market for Units

Although the instruments traded by the Underlying Fund are expected to be sufficiently liquid for the investors to be able to redeem Underlying Fund Units on a daily basis, certain provisions of the Underlying Fund LPA may operate to delay the exercise of that right. For example, the Underlying Fund Manager may suspend or limit investors' Redemption rights in certain circumstances.

Underlying Fund Units should only be acquired by investors able to maintain their investment for an indefinite period of time, pay taxes related thereto from other sources, and who can afford to lose all or a substantial portion of such investment. Underlying Fund Units are not freely transferable. This is no market for the Underlying Fund Units and none is expected to develop. Because redemption requests must be submitted in advance of the actual redemption date, the value of an Underlying Fund Unit as of a redemption date may differ significantly from the value of the Unit at the time a decision to make the redemption is made.

The Underlying Fund's ability to permit daily redemptions is dependent on the conduct and cooperation of the Underlying Fund's service providers, as well as other factors outside the Underlying Fund's or the Underlying Fund Manager's control. The, Underlying Fund Manager, the Underlying Fund GP and the associates and affiliates of the Underlying Fund GP (the "**Underlying Fund GP Associates**") will not have any liability if the Underlying Fund is unable to effect Redemptions as of any particular Redemption Date unless the Underlying Fund Manager's or Underlying Fund GP's conduct is determined by a judicial, non-appealable final order to be fraudulent, grossly negligent or constitute intentional misconduct.

Other Clients of Sub-Adviser

The Sub-Adviser and its affiliates manage assets for different clients that participate in the same strategy or transact in same instruments but are subject to varying liquidity terms than those applicable to the Underlying Fund. Certain of these clients may be able to redeem or withdraw their investment at times when limited partners are restricted from doing so, due to their varying liquidity terms. Exceptional withdrawal activity by other clients could have a negative impact on the value of the assets or the market opportunities for the Underlying Fund and its limited partners and these values and opportunities may not recover by the time the limited partners are permitted to withdraw their investment.

Mandatory Redemptions

The Underlying Fund Manager may require limited partners to redeem all or any portion of their Units at any time for any reason on at least five days' prior written notice.

Human Error

The success of the Sub-Adviser's strategy depends upon the accurate calculation of price relationships and the communication of precise trading instructions. Human errors in the design and implementation of the Sub-Adviser's systems can cause mistakes in this process and lead to trading losses.

Execution Risk

The success of the Sub-Adviser's trading strategy depends in part on executing orders at the specified price. Poor execution can greatly affect the overall profitability of the trade.

Reliance on Technology and Electronic Trading

The Sub-Adviser relies heavily on computer hardware and software, online services and other computer-related or electronic technology and equipment to facilitate trading activities on behalf of the Underlying Fund. Electronic trading exposes the Underlying Fund to risks associated with system or component failure, which could render the Sub-Adviser unable to enter new orders, execute existing orders or modify or cancel previously entered orders. System or component failure may also result in loss of orders or order priority. If events beyond the Underlying Fund GP's or the Sub-Adviser's control cause a disruption in the operation of any technology or equipment, the Underlying Fund's investment program may be severely impaired, causing it to experience substantial losses or other adverse effects.

The Use of Risk-Defined Trading Strategies Cannot Eliminate Risk

The risk of leveraged trading and the requirement to make additional margin deposits will generally be within defined limits. Although such risk parameters can mitigate risk, no risk management program can completely eliminate or control all risk nor do they imply low risk.

Fees and Expenses

The Underlying Fund is subject to administrative fees, Management Fees, transaction costs and other expenses, regardless of whether it realizes any profits. Accordingly, the Underlying Fund must earn trading profits to avoid depletion of its assets due to such expenses.

General Partner Allocation

With respect to the General Partner Allocation, prospective investors should note the following:

(1) the fact that the General Partner Allocation is allocable to the Underlying Fund GP only out of net profits of the Underlying Fund may create an incentive for the Investment Manager, which is an affiliate of the Underlying Fund GP, to design its trading programs to trade in a more speculative and risky manner than if the Investment Manager and its affiliates received only asset-based remuneration;

(2) the General Partner Allocation, if allocated to the Underlying Fund GP, could result in profit allocations which are greater than profit allocations normally made to other investment managers for similar services;

(3) the General Partner Allocation is calculated on the basis of unrealized as well as realized trading gains. Therefore, a General Partner Allocation could be calculated based on the value of an appreciated open position that is subsequently liquidated at a lesser value or even at a loss; and

(4) because the General Partner Allocation is calculated on a quarterly basis, the Underlying Fund could allocate substantial General Partner Allocations during profitable quarters of a year even though the Underlying Fund experienced an overall net loss over the course of that year. General Partner Allocations once made are not subject to refund irrespective of whether the Underlying Fund incurs subsequent losses.

No Assurance of Success

There can be no assurance that the Underlying Fund will be successful or avoid incurring substantial losses. The factors that enabled the Sub-Adviser to achieve trading profits during certain periods in the past may not occur in the future. The Sub-Adviser may modify its trading strategies in response to changing market conditions in the future. The Sub-Adviser's strategies may depend in part on the occurrence of price trends. There can be no assurance that such price trends will be of sufficient frequency and duration for the Underlying Fund to profit or to avoid loss.

Increases in Assets Under Management

Trading advisers' rates of return tend to degrade as assets under management increase. The Sub-Adviser has not agreed to limit the amount of additional equity that it may manage. Accepting additional equity, including the Underlying Fund's account, may adversely affect the Sub-Adviser's rates of return.

Political, Economic and Other Conditions

The Underlying Fund's investments may be adversely affected by changes in economic conditions or political events that are beyond its control. For example, a stock market downturn, continued threats of terrorism, the outbreak of hostilities involving the United States or any other jurisdiction in which the Underlying Fund invests, Brexit, a U.S.-China trade war, the death of a major political figure, or the overthrow or replacement of a current ruling body may have significant adverse effects on the Underlying Fund's investment results. Additionally, a serious pandemic, such as avian influenza or the novel coronavirus, or a natural disaster, such as a hurricane, could severely disrupt the global, national and/or regional economies and/or markets. Other factors, such as changes in applicable tax laws, applicable securities laws, applicable bank regulatory policies or accounting standards, may make corporate acquisitions less desirable. Similarly, legislative acts, rulemaking, adjudicatory or other activities of Canadian federal or provincial governments, Canadian securities regulatory authorities, the U.S. Congress, the SEC, the U.S. Federal Reserve Board, the New York Stock Exchange, FINRA or other governmental or quasi-governmental bodies, agencies and regulatory organizations may make the business of the Underlying Fund less attractive. A negative impact on economic fundamentals and consumer confidence may negatively impact market value, increase market volatility and cause credit spreads to widen, each of which could have an adverse effect on the investment performance of the Underlying Fund.

Coronavirus

A novel coronavirus was first detected in late December 2019 in Wuhan City, Hubei Province, China and is causing an outbreak of respiratory disease in countries around the world. On February 11, 2020, the World Health Organization (the "**WHO**") named the disease "COVID-19" and on March 11, 2020, the WHO declared a global pandemic. Countries that have already suffered outbreaks of the disease are likely to suffer a continued increase in recorded cases of the disease. Furthermore, the disease is likely to spread to additional countries around the world. A continued escalation in the COVID-19 outbreak could see a continual decline in global economic growth (worst case predictions estimate that global economic growth could be cut in half and according to the Organization for Economic Cooperation and Development, plunge several countries into recession). Many businesses around the world have curtailed their travel and meeting plans. This is likely to slow business activity, including in particular international business activity. The spread of COVID-19 may have an adverse impact on the Underlying Fund. The impact of a viral pandemic in certain areas with large and crowded cities may be especially severe. In consumer goods, for example, customers may delay discretionary spending and travel plans because of worry about the pandemic. The banking industry, and in particular, the consumer finance sector, may be significantly affected by credit losses resulting from financial difficulties of borrowers impacted by COVID-19. Certain governmental regulators have imposed limitations on short sales of equity securities, which may also impact the Sub-Adviser's ability to trade in certain equities and/or equity index derivatives. COVID-19 may trigger many employees of the Sub-Adviser and certain of the other service providers to the Underlying Fund to be absent from work or work remotely for prolonged periods of time. The ability

of the employees of the Sub-Adviser and/or other service providers to the Underlying Fund to work effectively on a remote basis may adversely impact the day to day operations of the Underlying Fund. Any similar future outbreak or pandemic could have similar potential adverse effects on the global economy and the Underlying Fund.

Possible Insolvency of Counterparties

The Underlying Fund is subject to the risk of the insolvency of its counterparties (such as broker-dealers, futures commission merchants, other Clearing Brokers, banks or other financial institutions, exchanges or clearing houses).

The Underlying Fund's assets could be lost or impounded during a counterparty's bankruptcy or insolvency proceedings and a substantial portion or all of the Underlying Fund's assets may become unavailable to it either permanently or for a matter of years. Were any such bankruptcy or insolvency to occur, the Sub-Adviser might decide to liquidate the Underlying Fund or suspend, limit or otherwise alter trading, perhaps causing the Underlying Fund to miss significant profit opportunities.

There are increased risks in dealing with offshore brokers and unregulated trading counterparties, including the risk that assets may not benefit from the protection afforded to "customer funds" deposited with CFTC-regulated futures commission merchants (each, an "**FCM**"). The Sub-Adviser may be required to post margin for its foreign exchange transactions with foreign exchange dealers who are not required to segregate customer funds. In the case of a counterparty's bankruptcy or inability to satisfy substantial deficiencies in other customer accounts, the Sub-Adviser may recover, even in respect of property specifically traceable to the Sub-Adviser's account, only a *pro rata* share of all property available for distribution to all of such counterparty's customers.

FCMs are required to segregate customer assets pursuant to CFTC regulations. If the assets of the Underlying Fund were not so segregated by its FCM, the Underlying Fund would be subject to the risk of the failure of such FCM. Even given proper segregation, in the event of the insolvency of a FCM, the Underlying Fund may be subject to a risk of loss of its funds and would be able to recover only a *pro rata* share (together with all other commodity customers of such FCM) of assets, such as treasury bills, specifically traceable to the account of the Underlying Fund. In certain past FCM insolvencies, customers have, in fact, been unable to recover from the broker's estate the full amount of their "customer" funds. In addition, under certain circumstances, such as the inability of another client of an FCM or the FCM itself to satisfy substantial deficiencies in such other client's account, the Underlying Fund may be subject to a risk of loss of the assets on deposit with the FCM, even if such assets are properly segregated. In the case of any such bankruptcy or client loss, the Underlying Fund might recover, even in respect of property specifically traceable to the Underlying Fund, only a *pro rata* share of all property available for distribution to all of the FCM's clients.

The Sub-Adviser is not restricted from dealing with any particular counterparty (regulated or unregulated) or from concentrating any or all of the Underlying Fund's transactions with a single counterparty or limited number of counterparties.

Failure of Broker(s), Other Broker-Dealers and Banks

Institutions, such as brokerage firms or banks, may hold certain Underlying Fund assets in "street name." Bankruptcy, inadequate controls or fraud at one of these institutions could impair the operational capabilities or the capital position of the Underlying Fund.

In addition, the Underlying Fund may borrow money or securities or utilize operational leverage with respect to its assets, and the Underlying Fund will post certain of its assets as collateral securing the obligations or leverage ("**Margin Securities**"). The Underlying Fund's brokers generally hold the Margin Securities on a commingled basis with margin securities of other customers and may use certain of the Margin Securities to generate cash to fund the Underlying Fund's leverage, including pledging such Margin Securities. Some or all of the Margin Securities may be available to creditors of the Underlying Fund's brokers in the event of insolvency. In addition, there may be substantial delays in the repayment of a Underlying Fund's assets in the event that any such broker were to become insolvent, as well as a risk of total loss of such assets. In such event, the timing and amount of recovery from the broker will depend on the circumstances of its insolvency (including the amount and value of assets still held by the broker) and any related liquidation proceedings. The brokers have netting and set off rights over all the assets held by them to satisfy the Underlying Fund's obligations under its agreements with the Underlying Fund's brokers, including obligations

relating to any margin or short positions. Any Margin Securities included in such assets might be subject to claims of the brokers' creditors in the event of insolvency.

Terms of Underlying Fund LPA

The Underlying Fund LPA grants broad rights and protections to the Underlying Fund GP Associates. For example, to the fullest extent allowed by law, the Underlying Fund GP and Underlying Fund GP Associates will be indemnified by the Underlying Fund against any and all Covered Losses that may be imposed on, incurred by, or asserted at any time against the Underlying Fund GP or such Underlying Fund GP Associate (whether or not indemnified against by other parties) in any way related to or arising out of Underlying Fund LPA, the administration of the Underlying Fund's property, or the action or inaction of the Underlying Fund GP or such Underlying Fund GP Associate under the Underlying Fund LPA or under contracts with the Underlying Fund, except for Covered Losses with respect to any matter where it has been Judicially Determined that the Underlying Fund GP or such Underlying Fund GP Associate conduct constituted fraud, gross negligence or intentional misconduct; to the fullest extent allowed by law, the Underlying Fund GP and Underlying Fund GP Associates are absolved of any responsibility to the Underlying Fund or any other person for any acts or omissions within the scope of the Underlying Fund LPA except for an act or omission of the Underlying Fund GP that is determined by a judicial, non-appealable final order to constitute fraud, gross negligence or intentional misconduct; the Underlying Fund GP is given broad powers to act for the Underlying Fund and take actions on its behalf; the Underlying Fund GP has discretion to hire its affiliates to provide services to the Underlying Fund in accordance with applicable law; and the Underlying Fund GP has authority to amend the Limited Partnership Agreement without the consent of the investors in any manner that does not have a material adverse effect on the investors and for certain other reasons as described in the Limited Partnership Agreement. The limitation of liability and indemnification provisions of the Limited Partnership Agreement will not be construed so as to relieve (or attempt to relieve) any person of any liability to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law.

Conflicts of Interest

The Underlying Fund is subject to a number of material actual and potential conflicts of interest, raising the possibility that limited partners will be disadvantaged to the benefit of the Underlying Fund GP, the Underlying Fund Manager, the Sub-Adviser or their respective principals and affiliates. Although the Underlying Fund Manager and Sub-Adviser will attempt to resolve such conflicts in a fair and equitable manner, there can be no assurance that these conflicts will be resolved to the benefit of the Underlying Fund. See "Conflicts of Interest" below.

Indemnification Obligations; Limited Recourse

The Underlying Fund is obligated to indemnify the Underlying Fund GP, the Underlying Fund Manager, the Sub-Adviser, the Administrator and possibly other parties under the various agreements entered into with such parties against any liability they or their respective affiliates may incur in connection with their relationship with the Underlying Fund if such parties meet the standard of care set forth in the relevant agreement. However, with respect to the Underlying Fund GP, the Underlying Fund Manager and the Sub-Adviser, these indemnification provisions will not be construed so as to relieve (or attempt to relieve) any person of any liability to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law. In addition, the Underlying Fund's recourse against certain service providers, including the Administrator, may be limited to the fees paid to such service providers or an absolute liability cap - which fees or cap could represent only a small portion of the actual damages incurred by the Underlying Fund.

No Representation of Investors

Prospective investors have not been represented in determining the structure or terms of the Underlying Fund, nor have the Underlying Fund's terms been negotiated at arm's length with any limited partner. Each prospective investor should consult with his, her or its own legal, tax and financial advisers prior to determining whether to subscribe for a Unit.

Regulatory Risks Applicable to Underlying Fund

Limited Regulatory Oversight

The Underlying Fund may trade on certain foreign commodity or securities exchanges as well as over-the-counter markets. These exchanges and markets are not subject to regulations by any United States governmental agency.

Government Intervention; Market disruptions; Dodd-Frank Act

The global financial markets have in the last decade gone through pervasive and fundamental disruptions that have led to extensive and unprecedented governmental and regulatory interventions. Such intervention has in certain cases been implemented on an "emergency" basis, suddenly and substantially eliminating market participants' ability to continue to implement certain strategies or manage the risk of their outstanding positions. In addition, regulators across the world have begun to implement regulatory reforms in various jurisdictions, but such efforts have not been completely coordinated, resulting in some inconsistent regulations, confusion and uncertainty which has been detrimental to the efficient functioning of the markets and may be detrimental to previously successful investment strategies.

The Dodd-Frank Act became law in July 2010. The Dodd-Frank Act and the rules and regulations promulgated thereunder regulate swaps markets, including market participants (such as swap dealers and major swaps participants), ownership levels and leverage and to impose clearing, trading and reporting requirements. The Dodd-Frank Act could result in certain investment strategies in which the Underlying Fund engages or may have otherwise engaged becoming non-viable or non-economic to implement. The Dodd-Frank Act and regulations adopted pursuant to the Dodd-Frank Act could have a material adverse impact on the profit potential of the Underlying Fund.

Clearing and Trading Requirement of the Over-the counter Derivatives Markets

The Dodd-Frank Act includes provisions that comprehensively regulate the OTC derivatives markets. The Dodd-Frank Act requires that a substantial portion of OTC derivatives must be executed in regulated markets and submitted for clearing to regulated clearing houses. OTC derivatives trades submitted for clearing are subject to initial and variation margin requirements set by the relevant clearing house, as well as possible CFTC- or SEC-mandated margin requirements. The regulators also have broad discretion to impose margin requirements on non-cleared OTC derivatives. Although the Dodd-Frank Act includes limited exemptions from the clearing and margin requirements for so-called "end-users", the Underlying Fund will not be able to rely on such exemptions. OTC derivative dealers also are or will be required to post margin to the clearing houses through which they clear their customers' trades instead of using such margin in their operations. This will increase the OTC derivative dealers' costs, and these increased costs are expected to be passed through to other market participants in the form of higher upfront and mark-to-market margin, less favorable trade pricing, and the possible imposition of new or increased fees. Certain credit default swaps and interest rate swaps are subject to a clearing mandate. Other swap transactions on other types of products are expected to be required to be cleared as well.

The SEC and CFTC will require a substantial portion of derivatives transactions that were historically executed on a bilateral basis in the OTC markets to be executed through a securities, futures, or swap exchange or execution facility. These transactions that are required to be entered into on an exchange or execution facility are a subset of those that are required to be cleared (i.e., as of the date of this Offering Memorandum, certain credit default swaps and interest rate swaps).

Clearing and trading requirements may make it more difficult and costly for investment funds, including the Underlying Fund, to enter into OTC transactions. They may also render certain strategies in which the Underlying Fund might otherwise engage impossible or so costly that they will no longer be economical to implement. Finally, the clearing requirement will centralize risk in a small number of clearing counterparties. While the derivatives clearing organizations' margin requirements will reduce the risk of default on contracts, the mere fact of centralizing and pooling risks at a small number of clearing organizations may increase the impact of the failure of a centralized counterparty.

Regulatory Change

The regulation of Canadian, U.S. and foreign financial markets and private investment funds such as the Underlying Fund has changed substantially in recent years, and changes may continue for the foreseeable future. Costs of complying with laws, regulations and policies of regulatory agencies, as well as possible legal actions, may impact the value of investments held by the Underlying Fund.

The effect of regulatory change on the Underlying Fund, while impossible to predict, could adversely affect the ability of the Underlying Fund to implement its investment program.

Not a Mutual Underlying Fund Offered by Prospectus

The Underlying Fund is not a mutual fund offered by prospectus. As such, the Underlying Fund is not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of their respective investment portfolios. In addition, the rules designed to protect investors who purchase securities of a mutual fund offered by prospectus will not apply to the Units.

Tax Risks

Canadian Tax Matters

There can be no assurance that income tax laws or the administrative practices of the CRA or other revenue authorities will not be changed in a manner which will fundamentally alter the tax consequences to the holding or disposing of Underlying Fund Units. Any such changes in law or administrative practice may affect adversely: (i) the benefits of an investment in the Underlying Fund; (ii) the profitability of the Underlying Fund; or (iii) the after-tax returns to investors in the Underlying Fund. There can be no assurance that the CRA will not change its administrative practices in a manner that adversely affects the after-tax returns to investors.

The Underlying Fund GP is of the view that all expenses to be deducted in computing the net income of the Underlying Fund will be reasonable. If the CRA were to successfully challenge such view, adverse tax consequences to investors might result.

The income of the Underlying Fund as determined for purposes of the Tax Act may differ from its income as determined for accounting purposes and may not be matched by cash distributions. In addition, for purposes of the Tax Act, all income and capital gains of the Underlying Fund must be calculated in Canadian currency. Where the Underlying Fund holds investments denominated in a foreign currency, it may realize gains and losses as a consequence of fluctuations in the relative values of the Canadian and foreign currencies.

A holder of Underlying Fund Units will realize a capital gain if and to the extent that, the adjusted cost base of the holder's Underlying Fund Units is negative at the end of any fiscal period of the Underlying Fund.

The characterization of gains or losses realized by the Underlying Fund on the disposition of investments as either capital gains or losses or gains or losses that are on income account will depend largely on factual considerations.

Canadian Partnership

A resident of Canada that makes certain payments to the Underlying Fund, including dividend, rent, royalty and certain interest payments, would generally be obliged to withhold and remit 25% of such payments to the CRA because the Underlying Fund, as a partnership that is not a "Canadian partnership", is deemed to be a non-resident of Canada for purposes of Part XIII of the Tax Act. Notwithstanding the foregoing, the CRA has published administrative guidance indicating that a payor is generally only required to withhold and remit tax on the portion of such payments to a partnership that is allocable to the non-resident members of the partnership. If a payor disregards the CRA's administrative statements and withholds and remits tax on the basis that the Underlying Fund is deemed to be a non-resident of Canada for the purposes of Part XIII of the Tax Act, the Canadian-resident limited partners (or their members, as applicable) may generally be eligible to file a refund request with the CRA or request to have the withheld amounts applied against a liability for tax under Part I of the Tax Act within the prescribed time limits.

Uncertainty and Complexity of Tax treatment

The tax aspects of an investment in a partnership such as the Underlying Fund are complicated and complex and, in many cases, uncertain. Statutory provisions and administrative regulations have been interpreted inconsistently by the courts. Additionally, some statutory provisions remain to be interpreted by administrative rulings and technical interpretations. Investors will thus be subject to the risk caused by the uncertainty of the tax consequences with respect to an investment in the Underlying Fund. Each prospective investor in Units should have the tax aspects of an indirect investment in the Underlying Fund reviewed by professional advisers familiar with such investor's personal tax situation and with the tax laws and regulations applicable to the investor and private investment vehicles.

Risk of Adverse Determination

There can be no assurance that the positions set forth in this Offering Memorandum will not be challenged successfully by the CRA or significantly modified by new legislation, changes in the CRA's positions or court decisions. The Underlying Fund has not applied for, nor does it expect to apply for, any advance rulings from the CRA with respect to any of the Canadian federal income tax consequences described in this Offering Memorandum. No representation or warranty of any kind is made by the Fund Manager, the Underlying Fund GP, the Underlying Fund Manager or the Sub-Adviser with respect to the U.S. federal income tax consequences relating to an investment in the Underlying Fund. The Underlying Fund may take positions with respect to certain tax issues which depend on legal conclusions not yet resolved by the courts. Should any such positions be successfully challenged by the CRA or other applicable taxing authority, there could be a materially adverse effect on the Underlying Fund, and a holder of Underlying Fund Units, including the Fund, or its members, as applicable, might be found to have a different tax liability for that year than that reported on its Canadian federal, provincial, foreign and/or local income tax returns for such year.

Tax Changes

Investors will be subject to the risk that changes to the tax law may adversely affect the Canadian federal income tax consequences of their indirect investment in the Underlying Fund. Changes in existing tax laws or regulations and their interpretation may be enacted after the date of this Offering Memorandum, possibly with retroactive effect, and could alter the income tax consequences of an investment in the Underlying Fund. Certain provisions of the Tax Act or other taxing statute may be further amended or interpreted in a manner adverse to the Underlying Fund, in which event any benefits derived indirectly from an investment in the Underlying Fund may be adversely affected.

Accounting for Uncertainty in Income Taxes

Accounting Standards Codification Topic No. 740, "Income Taxes" (in part formerly known as "**FIN 48**") ("**ASC 740**"), provides guidance on the recognition of uncertain tax positions. ASC 740 prescribes the minimum recognition threshold that a tax position is required to meet before being recognized in an entity's financial statements. It also provides guidance on recognition, measurement, classification and interest and penalties with respect to tax positions. A prospective investor should be aware that, among other things, ASC 740 could have a material adverse effect on the periodic calculations of the net asset value of the Underlying Fund, including reducing the net asset value of the Underlying Fund to reflect reserves for income taxes, such as foreign withholding taxes, that may be payable by the Underlying Fund. This could cause benefits or detriments to certain investors, depending upon the timing of their entry and exit from the Underlying Fund.

The foregoing is not intended to be an exhaustive analysis or listing of the tax risks associated with an investment in the Underlying Fund. The tax aspects associated with such an investment are complex and complicated and are subject to a variety of interpretations.

* * *

You should not invest in the Fund unless you are fully able, financially and otherwise, to bear the loss of your investment in the Fund, and unless you have the background and experience to understand thoroughly the risks of your investment. The other sections of this Offering Memorandum identify some of the risks of investing in the Fund, but this Offering Memorandum does not attempt to identify each risk, or to describe completely those risks it does

identify. If you wish to obtain more information about risks relating to an investment in the Fund you should contact the Fund Manager, which will attempt to provide such information.

THE PRECEDING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN INVESTING IN THE FUND OR THE UNDERLYING FUND. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE OFFERING MEMORANDUM AND CONSULT WITH THEIR LEGAL, TAX AND FINANCIAL ADVISERS BEFORE DETERMINING WHETHER TO INVEST IN THE FUND.

PROSPECTIVE INVESTORS SHOULD NOT CONSIDER INVESTING IN THE FUND IF THEY ARE UNABLE TO FULLY UNDERSTAND, OR ARE UNWILLING AND FINANCIALLY UNABLE TO ASSUME, THE SUBSTANTIAL RISKS INVOLVED IN INVESTING IN THE FUND AND THE UNDERLYING FUND, WHICH INCLUDE THE RISK OF LOSING ALL OF THEIR INVESTMENT.

BECAUSE THE TRADING STRATEGIES UTILIZED BY THE UNDERLYING FUND ARE PROPRIETARY AND CONFIDENTIAL, ONLY THE MOST GENERAL DESCRIPTION OF THE RISKS INVOLVED IN THE OPERATION OF THE UNDERLYING FUND IS POSSIBLE. NO SUCH DESCRIPTION CAN FULLY CONVEY THE RISKS OF THE STRATEGIES WHICH THE SUB-ADVISER IMPLEMENTS ON BEHALF OF THE UNDERLYING FUND.

CONFLICTS OF INTEREST

When making investment decisions, Spartan has fiduciary duty to act honestly, in good faith and in the best interests of each of the Fund and the Underlying Fund and to exercise the degree of care, diligence and skill that a reasonably prudent person would in similar circumstances. In order to effectively discharge its duties of loyalty and care to its clients, and in compliance with applicable securities laws, Spartan has adopted the following policies regarding conflicts of interest.

Investors should be aware that there will be occasions when Spartan, the Underlying Fund GP, the Sub-Adviser and their respective affiliates may encounter potential conflicts of interest in connection with the activities of the Fund and/or the Underlying Fund. By acquiring Units, each Unitholder will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived, to the fullest extent permitted by law, any claim with respect to any liability arising from the existence of any such conflict of interest. The following discussion enumerates certain potential conflicts of interest that should be carefully evaluated before making an investment in the Fund.

Management of Other Accounts and Other Business Ventures

The Sub-Adviser has the unrestricted ability to trade and invest for the accounts of other clients or other investment vehicles, as well as for proprietary accounts, using the same or different investment objectives, philosophies or strategies as those used for the Underlying Fund. Trading records of the Underlying Fund will not be available for inspection by Unitholders.

The Sub-Adviser may have financial or other incentives to favor certain accounts over others (including, but not limited to, receiving greater compensation from such other accounts). Certain client accounts may significantly outperform others. However, the Sub-Adviser will not knowingly or deliberately favor one account over any other on an overall basis (although exact equality of treatment may not be possible in each particular circumstance, including, but not limited to, the allocation of trades). In addition, the Sub-Adviser has a contractual and fiduciary duty to exercise good faith and fairness in all dealings affecting the Underlying Fund.

Each of Spartan, the Underlying Fund GP the Sub-Adviser will devote as much of their time to the business of the Fund and the Underlying Fund (as applicable) as in their judgment is reasonably required. Nonetheless, Spartan, the Underlying Fund GP and the Sub-Adviser may become involved in other business ventures in the future. The Fund

and the Underlying Fund will not share in the risks or rewards of other ventures. Other ventures (if any) will compete with the Fund and the Underlying Fund for the time and attention of Spartan, the Underlying Fund GP and the Sub-Adviser (as applicable) and might create additional conflicts of interest. None of Spartan, the Underlying Fund GP, the Sub-Adviser or their respective principals are required to devote their full time or any material portion of their time to Fund and/or the Underlying Fund (as applicable).

The commodity interest positions held by the accounts the Sub-Adviser manages, directly and indirectly, are aggregated when calculating speculative position limits. As a result, the Underlying Fund may not be able to enter into or maintain certain positions, because its positions, when added to the positions held by the Investment Manager's other accounts, would exceed speculative position limits. If open positions must be reduced to fall below speculative position limits, the Sub-Adviser will seek to treat all accounts in an overall fair and equitable manner. However, circumstances may require the Sub-Adviser to take actions to comply with the limits that result in disparate treatment of accounts.

Allocation of Investment Opportunities and Aggregation of Trades

The Sub-Adviser's investment strategies are implemented through systematic trading programs, which determine whether and when to buy or sell a particular instrument. Accordingly, when the programs determine that the Underlying Fund and one or more other accounts managed by the Sub-Adviser should participate in an investment opportunity, the programs will determine how much of the instrument should be purchased or sold for the Underlying Fund, and each other account. To the extent feasible and consistent with applicable rules and regulations, the Sub-Adviser may place combined or bunched orders for all accounts simultaneously. For futures contracts, the Sub-Adviser's bunched order allocation policy is automated and follows a proportional scheme for each account based on the ratio between the account's order size relative to the total bunched order size. If bunched orders are partially filled over time, each partial fill is allocated across accounts following a rule that seeks to maintain this ratio for each account, as closely as possible, without regard to differences in price received for each partial fill. Accordingly, there may be circumstances in which the Sub-Adviser's investment activities for its other accounts may disadvantage the Underlying Fund. For equity securities traded by the Sub-Adviser, the Sub-Adviser also follows a proportional scheme for partially filled orders described above but utilizes an average price methodology in allocating filled orders among participating accounts. The Sub-Adviser will calculate the average price for all shares bought or sold in an order and will allocate such average price to each share bought or sold among all accounts participating in such order. Overall, the Sub-Adviser seeks to allocate investment opportunities in a fair and equitable manner over time, such that no account or group of accounts receives consistently favorable or unfavorable treatment.

Proprietary Trading

Each of Spartan, the Underlying Fund GP, the Sub-Adviser and their respective principals, affiliates and employees may trade for their own accounts. In doing so, they may use a higher degree of leverage, test new markets and take positions opposite to those held by the Underlying Fund. They may compete with the Underlying Fund for positions in the marketplace. Such proprietary trading can give rise to certain conflicts of interest. The Sub-Adviser has adopted a code of ethics pursuant to which all employees of the Sub-Adviser must pre-clear certain trading and transactions and provide quarterly reports detailing transactions in any securities and futures instruments in which they have any direct or indirect beneficial ownership. The Sub-Adviser will compare all reported personal transactions with pending and completed portfolio transactions of the Underlying Fund to seek to detect any improper activities. However, records of this trading will not be made available for inspection.

Selection of Brokers

Fastnet US IM Holdings Ltd. and Fastnet Offshore IM Holdings Corp (collectively, "**Fastnet IM**"), affiliates of Goldman Sachs & Co., are minority limited partners of the Investment Manager and Fastnet US GP Holdings Ltd. and Fastnet Offshore Holdings LP ("**Fastnet GP**" and collectively with Fastnet IM, "**Fastnet**"), affiliates of Goldman Sachs & Co., are minority members of the Underlying Fund GP. Goldman, Sachs & Co. acts as a clearing broker for the Underlying Fund. As such, the Underlying Fund GP and the Sub-Adviser may be perceived to have a potential conflict of interest in the selection of the brokers for the Underlying Fund although Fastnet has no involvement in the day to day management of the Underlying Fund GP or the Sub-Adviser.

Single Counsel

Each of the Fund, the Underlying Fund, Spartan, the Underlying Fund GP and the Sub-Adviser have been represented by single counsel in connection with this offering. To the extent that the Fund and the Unitholders would benefit from further independent review, such benefit will not be available. Such counsel has not and will not represent investors in the Fund.

Other present and future activities Spartan, the Underlying Fund GP, the Sub-Adviser and their respective affiliates may give rise to additional conflicts of interest. In the event that a conflict of interest arises, Spartan, the Underlying Fund GP or the Sub-Adviser (as applicable) will attempt to resolve such conflict in a fair and equitable manner

STATEMENT OF RELATED AND CONNECTED ISSUERS

Applicable Securities Laws 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 related issuer of Spartan. Spartan will earn the Underlying Fund Management Fees from the Underlying Fund.

Spartan may engage in activities as an investment fund manager, portfolio manager and exempt market dealer in respect of securities of related issuers but will do so only in compliance with Sections 13.5 and 13.6 of National Instrument 31-103.

STATEMENT OF RELATED REGISTRANTS

Applicable securities legislation also requires securities dealers and advisors to inform their clients if the dealer or advisor has a principal shareholder, director or officer that is a principal shareholder, director or officer of another dealer or advisor and of the policies and procedures adopted by the dealer or advisor to minimize the potential for conflicts of interest that may result from this relationship.

At this time, Spartan has no related registrants.

LEGAL COUNSEL

McMillan LLP acts as legal counsel to each of the Fund, the Underlying Fund, Spartan, the Underlying Fund GP and the Sub-Adviser.

AUDITORS

KPMG LLP are the auditors of each of the Fund and the Underlying Fund.

PURCHASERS' STATUTORY AND CONTRACTUAL RIGHTS OF ACTION FOR RESCISSION AND DAMAGES

Two Day Cancellation Right

You can cancel your agreement to purchase Units. To do so, you must send a notice to the Fund by midnight on the second Business Day after you sign the agreement to buy the Units.

Statutory and Contractual Rights of Action in the Event of a Misrepresentation

Securities legislation in certain of the Canadian provinces provides purchasers of securities, or requires purchasers of securities to be provided with, in addition to any other rights they may have at law, a remedy for damages or rescission, or both, where this Offering Memorandum any amendment to it and, in some cases, advertising and sales literature used in connection therewith contains a "**misrepresentation**". The term "misrepresentation" is generally defined under applicable securities legislation as an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. A "**material fact**" is generally defined under applicable securities legislation as a fact that would reasonably be expected to have a significant effect on the market price or value of the offered securities. 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. The rights discussed below are in addition to and without derogation from any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defences contained therein.

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. The following summaries of rights of action and/or rescission are subject to the express conditions of the applicable legislative provisions, which may be subject to change after the date of this Offering Memorandum, and purchasers should refer to the applicable legislative provisions for the complete text of these rights and/or consult with a legal advisor.

Ontario

Section 130.1 of the *Securities Act* (Ontario) (the "**Ontario Act**") provides that where an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a purchaser who purchases a security offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the issuer and a selling security holder on whose behalf the distribution is made; and a right of 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;

(b) the issuer and the selling security holder will not be liable if they prove that the purchaser purchased the securities with knowledge of the misrepresentation;

(c) the defendant 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.

An issuer shall not be liable where it is not receiving any proceeds from the distribution of the securities being distributed and the misrepresentation was not based on information provided by the issuer, unless the misrepresentation was: based on information that was previously publicly disclosed by the issuer; a misrepresentation at the time of its previous public disclosure; and not subsequently publicly corrected or superseded by the issuer prior to the completion of the distribution of the securities being distributed.

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

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

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

(b) in the case of any action, other than an action for 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 (3) 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 (accredited investor exemption) and section 2.10 (minimum amount exemption) of NI 45-106. The rights referred to in section 130.1 of the Ontario Act do not apply in respect of an offering memorandum (such as this Offering Memorandum) delivered to a prospective purchaser in connection with a distribution made in reliance on the accredited investor exemption if the prospective purchaser is:

(a) a Canadian financial institution or a Schedule III bank (each as defined in NI 45-106);

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

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

The foregoing summary is subject to the express conditions of the Ontario Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages are in addition to and do not derogate from any other right that the purchaser may have at law.

Saskatchewan

Section 138 of *The Securities Act, 1988* (Saskatchewan) (the "**Saskatchewan Act**") provides that where an offering memorandum (such as this Offering Memorandum) together with any amendment to it, sent or delivered to a purchaser contains a misrepresentation, a purchaser who purchases a security covered by the offering memorandum or any amendment to it has, without regard to whether the purchaser relied on the misrepresentation, a right of action for recession against the issuer or a selling security holder on whose behalf the distribution is made and 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 any amendment to it; and

(e) every person who or company that sells securities on behalf of the issuer or selling security holder under the offering memorandum or any amendment to it.

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 person or company;

(b) no person or company is liable in an action for rescission or damages if the person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(c) no person or company, other than the issuer or 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, 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 an action for damages, the 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; and

(e) in no case shall the amount recoverable exceed the price at which the securities were offered to the public.

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;

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

(c) 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, opinion or statement of an expert, the person or company had no reasonable grounds to believe and did not believe that: (i) there had been a misrepresentation; (ii) the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert; or (iii) the part of the offering memorandum or any amendment to it was not a fair copy of, or an extract from the report, opinion or statement of the expert;

(d) with respect to any part of the offering memorandum or of the amendment to the offering memorandum purporting to be made on the person's or company's own authority as an expert or purporting to be a copy of or an extract from the person's or company's own report, opinion or statement as an expert that contains a misrepresentation attributable to failure to represent fairly his, her or its report, opinion or statement as an expert: (i) the person or company had, after reasonable investigation, reasonable grounds to believe, and did believe, that the part of the offering memorandum or of the amendment to the offering memorandum fairly represented the person's or company's report, opinion or statement; or (ii) on becoming aware that the part of the offering memorandum or of the amendment to the offering memorandum did not fairly represent the person's or company's report, opinion or statement as an expert, the person or company immediately advised

the Financial and Consumer Affairs Authority of Saskatchewan and gave reasonable general notice that such use had been made of it and that the person or company would not be responsible for that part of the offering memorandum or of the amendment to the offering memorandum; or

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

Not all defences upon which the issuer 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 has without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement.

Section 141(1) of the Saskatchewan Act provides a purchaser with the right to void the contract 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 Financial and Consumer Affairs Authority of Saskatchewan.

Section 141(2) of the Saskatchewan Act also provides a right of action for rescission or damages to a purchaser of a security to whom an offering memorandum or any amendment to it was required to be sent or delivered but was not sent or delivered in accordance with the Saskatchewan Act or the regulations to the Saskatchewan Act.

In Saskatchewan 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 (1) year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or

(ii) six (6) 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.

The foregoing summary is subject to the express provisions of the Saskatchewan Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages are in addition to, and without derogation from, any other right to the purchaser may have at law.

Manitoba

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

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

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

(a) if the purchaser chooses to exercise a right of rescission against the issuer, the purchaser shall have no right of action for damages against the parties (i), (ii) and (iii) listed above;

(b) in an action for damages, a defendant will not be liable for all or any part of the damages that it proves do not represent the depreciation in value of the security as a result of the misrepresentation;

(c) the amount recoverable shall not exceed the price at which the securities were offered under the offering memorandum; and

(d) no person or company will be liable if the person or company proves that the purchaser had knowledge of the misrepresentation.

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

(a) the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge and consent;

(b) after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that: (i) there had been a misrepresentation; or (ii) the relevant part of the offering memorandum did not fairly represent the expert's report, opinion or statement, or was not a fair copy of, or an extract from, the expert's report, opinion or statement.

No person or company, other than the issuer will be liable with respect to any part of the offering memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or believed there had been a misrepresentation.

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

In Manitoba, no action may be commenced to enforce any of the foregoing rights:

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

(b) in any other case more than:

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

(ii) two (2) years after the day of the transaction that gave rise to the cause of action,

whichever occurs earlier.

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

The foregoing summary is subject to the express provisions of the Manitoba Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages are in addition to, and without derogation from, any other right to the purchaser may have at law.

Nova Scotia

Section 138 of the *Securities Act* (Nova Scotia) (the "**Nova Scotia Act**") provides that where an offering memorandum (such as this Offering Memorandum) sent or delivered to a purchaser, together with any amendment to it, or any advertising or sales literature (as defined in the Nova Scotia Act) contains a misrepresentation, the purchaser who purchases a security will be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and has a right of action for damages against the seller, every director of the seller at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, a right of rescission against the seller, provided that if the purchaser exercises its right of rescission against the seller. If the purchaser exercises a right of recession, it will not have a right of action for damages against any aforementioned person or company.

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

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

(b) in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation; and

(c) the amount recoverable may not exceed the price at which the securities were offered to the purchaser under the offering memorandum or any amendment to it.

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 any amendment to it 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 any amendment to it 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 any amendment to it purporting to be made on the authority of an expert, or to be a copy of, or an extract from a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that: (i) there had been a misrepresentation; or (ii) the relevant part of the offering memorandum 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.

No person or company is liable with respect to any part of the offering memorandum or amendment to the offering memorandum not purporting to be made on the authority of an expert, or to be a copy of, or an extract from a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or believed that there had been a misrepresentation.

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

In Nova Scotia, no action may be commenced to enforce any of the foregoing rights more than:

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

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

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

(ii) three (3) years after the day of the transaction that gave rise to the cause of action.

However, no action shall be commenced to enforce the right of action for rescission or damages by a purchaser more than 120 days after the date on which payment was made for the securities, or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

The foregoing summary is subject to the express provisions of the Nova Scotia Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages are in addition to, and without derogation from, any other right to the purchaser may have at law.

New Brunswick

Section 150 of the *Securities Act* (New Brunswick) (the "**New Brunswick Act**") 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, any selling security holder, every director of the issuer at the date of the offering memorandum, and every person who signed the offering memorandum; or

(b) where the purchaser purchased the securities from any aforementioned person, 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.

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

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

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

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

(c) in no case shall the amount recoverable exceed the price at which the securities were offered.

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

(a) the offering memorandum was delivered to the purchaser without the person's knowledge or consent, and that, on becoming aware of its delivery, the person gave written notice to the issuer that it was delivered without the person's knowledge and consent;

(b) on becoming aware of any misrepresentation, the person withdrew its consent to the offering memorandum, and gave written notice of the withdrawal and the reason for it; or

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

No person, other than the issuer or selling security holder, will be liable with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from a report, an opinion or a statement of an expert, unless the person failed to conduct such reasonable investigation as to provide reasonable grounds for a belief that there had been no misrepresentation, or believed that there was a misrepresentation.

In New Brunswick, no action shall be commenced to enforce these rights of action more than:

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

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

(i) one (1) year after the plaintiff first had knowledge of the facts giving rise to the cause of action; and

(ii) six (6) years after the date of the transaction that gave rise to the cause of action.

Similar rights of action for damages and rescission are provided in section 151 of the New Brunswick Act in respect of a misrepresentation in advertising or sales literature disseminated in connection with a trade of securities.

The foregoing summary is subject to the express conditions of the New Brunswick Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages under the New Brunswick Act are in addition to and do not derogate from any other right the purchaser may have at law.

Prince Edward Island

Section 112 of the *Securities Act* (Prince Edward Island) (the "**PEI Act**") provides to a purchaser who purchases, during the distribution period, a security offered by an offering memorandum (such as this Offering Memorandum) that contains a misrepresentation (as defined in the PEI Act), without regard to whether he or she relied on the misrepresentation:

(a) a right of action for damages against the issuer, the selling security holder on whose behalf the distribution is made, every director of the issuer at the date of the offering memorandum, and every person who signed the offering memorandum; and

(b) a right of action for rescission against the issuer or the selling security holder on whose behalf the distribution is made.

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

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

(a) if the purchaser elects to exercise a right of action for rescission, the purchaser shall have no right of action for damages;

(b) no person is liable in an action for rescission or damages if that person proves that the purchaser had knowledge of the misrepresentation;

(c) in an action for damages, a defendant will not be liable for any part of the damages that it proves do not represent the depreciation in value of the securities resulting from the misrepresentation; and

(d) the amount recoverable must not exceed the price at which the securities purchased by the plaintiff were offered.

In addition, no person, other than the issuer and selling security holder, will be liable in action for damages if the person proves that:

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

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

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

No person, other than the issuer and selling security holder, will be liable in action for damages with respect to any part of the offering memorandum not purporting to be made on the authority of an expert, or not purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, unless the person failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or believe that there had been a misrepresentation.

An issuer, and every director of the issuer at the date of the offering memorandum who is not a selling security holder, is not liable if the issuer does not receive any proceeds from the distribution of the securities and the misrepresentation was not based on information provided by the issuer, unless the misrepresentation was: based on information previously publicly disclosed by the issuer; a misrepresentation at the time of its previous public disclosure; and not subsequently publicly corrected or superseded by the issuer before completion of the distribution of the securities being distributed.

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

Section 117 of the PEI Act provides that a person who is a purchaser of a security to whom an offering memorandum was required to be sent or delivered under Prince Edward Island securities laws but which was not sent or delivered as required has a right of action for damages or rescission against the issuer.

In Prince Edward Island, no action shall be commenced to enforce these rights of action more than:

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

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

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

(ii) three (3) years after the date of the transaction giving rise to the cause of action,

whichever period expires first.

The foregoing summary is subject to the express conditions of the PEI Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages conferred are in addition to and do not derogate from any other right that the purchaser may have at law.

Newfoundland and Labrador

Section 130.1 of the *Securities Act* (Newfoundland and Labrador) (the "**NFLD Act**") provides that where an offering memorandum (such as this Offering Memorandum) contains a misrepresentation at the time of purchase, a purchaser who purchases securities offered by the offering memorandum has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the issuer, every director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum, and has a right of rescission against the issuer. If the purchaser chooses to exercise a right of rescission against the issuer, the purchaser has no right of action for damages against any aforementioned person or company.

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

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

(a) no person or company shall be liable if the person or company proves that the purchaser had knowledge of the misrepresentation;

(b) the amount recoverable under the above provisions shall not exceed the price at which the securities were offered under the offering memorandum; and

(c) in an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation.

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

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

(b) on becoming aware of the misrepresentation in the offering memorandum the person or company withdrew its consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it; and

(c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that: (i) there had been a misrepresentation; or (ii) the relevant part of the offering memorandum 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.

A person or company, other than the issuer, will not be liable where a misrepresentation is contained in an offering memorandum, with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or believed that there had been a misrepresentation.

In Newfoundland and Labrador, 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, other than an action for rescission, the earlier of:

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

(ii) three (3) years after the date of the transaction that gave rise to the cause of action.

The foregoing summary is subject to the express provisions of the NFLD Act and the regulations promulgated thereunder and specific reference should be made to same. The rights of action for rescission or damages are in addition to, and without derogation from, any other right to the purchaser may have at law.

British Columbia, Alberta and Québec

Notwithstanding that the *Securities Act* (British Columbia), the *Securities Act* (Alberta) and the *Securities Act* (Québec) do not provide, or require the Fund to provide to purchasers resident in the Province of Alberta purchasing under the exemption contained in section 2.3 (accredited investor exemption) of NI 45-106 and to purchasers in British Columbia and Québec any rights of action in circumstances where this Offering Memorandum or an amendment hereto contains a misrepresentation, the Fund hereby grants to such purchasers contractual rights of action that are equivalent to the statutory rights of action set forth above with respect to purchasers resident in Ontario.