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This Offering Memorandum is intended for use by investors solely in connection with the consideration of the purchase of these securities. No person is authorized to give any information or to make any representation not contained in this Offering Memorandum in connection with the offering of these securities and, if given or made, no such information or representations may be relied upon. This Offering Memorandum is confidential. By their acceptance hereof, prospective investors agree that they will not transmit, reproduce or make available to anyone this Offering Memorandum or any information contained herein.

The securities have not been and will not be registered under the United States Securities Act of 1933, as amended, and, subject to certain exemptions, will not be offered or sold within the United States or to U.S. persons. The Partnership (defined below) is not a reporting issuer in any jurisdiction.

CONFIDENTIAL OFFERING MEMORANDUM

Continuous Offering

January 15, 2026



FORGESTONE DIVERSIFIED REAL ESTATE TRUST 2026

(the “Trust”)

Series A, Series B, Series F, Series G, and Series I

Subscription Price: \$10.00 per Unit

The Trust is an investment entity established as a trust under the laws of the Province of Ontario. Subject to the Founders Issue Cap, the Trust is offering a limited number of Series B Units and Series G Units (“**Founders Series Units**”) and an unlimited number of Series A Units, Series F Units, and Series I Units (together with the Founders Series Units, the “**Units**”) of the Trust on a continuous basis pursuant to this Offering Memorandum (the “**Offering**”). The Units may be issued in further Series and sub-series in the future. The Trust’s investment objectives are to:

(a) provide holders of Units (“**Unitholders**”) with monthly distributions; and

(i)

- (b) deliver upside returns through capital appreciation, on a risk-adjusted basis.

The Trust intends to achieve its investment objectives by investing substantially all of the available funds from this Offering in Forgestone Diversified Real Estate Fund L.P. (the “**Partnership**”).

Altrust Investment Solutions Inc. (the “**Manager-Trustee**”) is the manager and trustee of the Trust. The Manager-Trustee will perform the management functions, including the day-to-day management of the Trust, and will provide investment advisory and portfolio management services to the Trust. The Partnership is managed by Altrust Investment Solutions Inc. in its capacity as manager and advised by Forgestone DREF LP (the “**Asset Manager**”), an affiliate of Forgestone Capital Management LP (“**Forgestone Capital**”). The Trust will be impacted by the fees payable by the underlying Partnership. No management fees or incentive fees are payable by the Trust that duplicate a fee payable by the Partnership.

The Partnership has been formed to invest in an actively managed, diversified real estate private equity and debt portfolio, including but not limited to, direct interests in real estate, mortgages and other real estate related debts, investments and hybrid instruments (such as preferred shares and convertible debentures) and investment partnerships (the “**Real Estate Portfolio**”). **There is no assurance that the Trust will achieve its investment objectives. Distributions are expected to commence after the investment by the Partnership of the net proceeds of the initial closing of this Offering and current offering by the Partnership (the “ramp-up period”) when the Asset Manager determines that the Partnership has sufficient distributable cash flow. The Asset Manager does not anticipate the ramp-up period will exceed 90 days.**

Founders Units—Reduced Management Fees

Eligible Investors that purchase the first \$100,000,000 of Founders Series Units of the Trust and/or Founders Class LP Units of the Partnership (collectively, the “**Founders Units**”) will benefit from reduced management fees. Once an aggregate of \$100,000,000 of Founders Units are issued, the Founders Series and Classes will be closed to new subscriptions, including to existing holders of such units. See “*Terms of Securities*”.

Depending on the jurisdiction in which a person is resident, each person purchasing Units pursuant to this Offering (an “**Investor**”) must be an “**accredited investor**” as defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) or Section 73.3(1) of the *Securities Act* (Ontario), as applicable, in order to subscribe for Units. See “*Subscription for Units*”.

The distribution of the Units is being made on a private placement basis only and is exempt from the requirement that the Trust prepare and file a prospectus with the relevant Canadian securities regulatory authorities. Accordingly, any resale of the Units must be made in accordance with applicable Canadian securities laws. Units may only be transferred with the consent of the Manager-Trustee. Subscribers of Units are advised to seek legal advice prior to any resale of the Units. See “*Resale Restrictions*” and “*Purchaser’s Rights*”.

The Trust may be considered to be a related issuer and/or connected issuer of, or otherwise have a connection to, the Manager-Trustee, a registered exempt market dealer in certain jurisdictions, in connection with the distribution of Units hereunder, which may result in potential conflicts of interest due to the Manager-Trustee acting in both the capacity of manager of the Trust and exempt market dealer with respect to the distribution of Units. See “*Conflicts of Interest and Interest of Management and Others in Material Transactions*”.

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

An investment in Units of the Trust is not intended as a complete investment program, involves risk and requires the financial ability and willingness to accept such risks and lack of liquidity inherent in an investment in the Trust. Prospective investors should pay particular attention to the information under “Risk Factors” and “Conflicts of Interest” in this Offering Memorandum. There is currently no secondary market through which the Units may be sold and there is no expectation that any such market will develop. Although the Trust intends to make regular distributions of its distributable cash to Unitholders, such distributions may be reduced or suspended. The actual amount distributed will depend on numerous factors, including the Trust’s financial performance, debt covenants and obligations, interest rates, redemption requests, working capital requirements and future capital requirements. Redemptions are subject to the Redemption Cap and may be suspended if the Trust has insufficient liquidity to fund redemptions and in certain other circumstances. It is important for an investor to consider the particular risk factors that may affect the industry in which it is investing and therefore the stability of the distributions that it receives. There can be no assurance that income tax laws will not be changed in a manner that adversely affects the Trust or the Unitholders. Investors in the Trust must be prepared to bear such risks for an extended period of time. Investors should have the financial ability and willingness to accept the risk characteristics of the Partnership’s investments. See “Risk Factors”.

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

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 “Purchaser’s Rights”.

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SUMMARY

The following is a summary of certain information contained in this Offering Memorandum, and reference should be made to the more detailed and additional information contained elsewhere in this Offering Memorandum. **All dollar amounts stated herein, unless otherwise stated, are expressed in Canadian dollars.**

Significant Parties

- Trust: Forgestone Diversified Real Estate Trust 2026 (the “**Trust**”) is an Ontario mutual fund trust that will invest in the Partnership.
- The Trust intends to qualify as a “unit trust” and a “mutual fund trust” within the meaning of the *Income Tax Act* (Canada), as amended (the “**Tax Act**”).
- Manager-Trustee: Altrust Investment Solutions Inc., a company incorporated under the laws of Ontario, serves as the trustee and manager of the Trust (the “**Manager-Trustee**”) pursuant to the Declaration of Trust. In addition to trustee services, the Manager-Trustee provides certain portfolio management, administrative, regulatory and compliance oversight and other services to the Partnership pursuant to a management agreement. See subsection 1.5.2.2 “Management Agreement” and section 6.4 “Conflicts of Interest”.
- Partnership: The Trust invests substantially all of the available funds from this Offering in the Partnership. The Partnership has been formed to invest in an actively managed, diversified real estate private equity and debt portfolio, including but not limited to, direct interests in real estate, mortgages and other real estate related debts, investments and hybrid instruments (such as preferred shares and convertible debentures) and investment partnerships (the “**Real Estate Portfolio**”).
- The Partnership is a limited partnership formed under the laws of the Province of Ontario and governed by a limited partnership agreement (the “**Partnership Agreement**”) dated October 28, 2025 (as amended from time to time) between FSC Diversified GP Inc. as general partner of the Partnership (the “**General Partner**”), the limited partners identified therein, and each party who, from time to time, becomes a limited partner as a result of holding LP Units (as defined below) (each, a “**Limited Partner**”). References herein to the “**Manager**” of the Partnership are to Altrust Investment Solutions Inc. and references herein to the “**Asset Manager**” of the Partnership are to Forgestone DREF LP. See “*Business of the Trust and Other Information and Transactions*”.

Offering

- Offering: The Trust is offering a limited number of Series B Units, a limited number of Series G Units, an unlimited number of Series A Units, an unlimited number of Series F Units and an unlimited number of Series I Units issuable in Series on a continuous basis pursuant to this Offering. The Trust may issue fractional Units so that subscription funds may be fully invested.

Founders Units—Reduced Management Fees

Eligible investors that purchase the first \$100,000,000 of Founders Series Units of the Trust and/or Founders Class LP Units of the Partnership (collectively, the “**Founders Units**”) will benefit from reduced management fees. Once an aggregate of \$100,000,000 of Founders Units (the “**Founders Issue Cap**”) are issued, the Founders Series and Classes will be closed to new subscriptions, including to existing holders of such units. The Founders Issue Cap, however, does not apply to the acquisition of Founders Series Units through the DRIP (as defined below) and the issuance of additional Founders Series Units may be authorized by the Manager-Trustee for such purpose.

Series Suitability

Subject to the Founders Issue Cap, Series B Units are available to all eligible Investors and Series G Units are generally only available to eligible Investors who have fee-based accounts with qualified representatives or who are investing through the Manager-Trustee, acting as an exempt market dealer. No Trailer Fees (as defined below) are paid on Series G Units.

Series A Units are available to all eligible Investors. Series F Units are generally only available to eligible Investors who have fee-based accounts with qualified representatives or who are investing through the Manager-Trustee, acting as exempt market dealer. No Trailer Fees are paid on Series F Units. Series I Units are available to certain institutional Investors who meet the applicable minimum investments amount for Series I Units.

Investors may purchase Series A Units, Series B Units, Series F Units, Series G Units and Series I Units through qualified representatives who will process orders by electronic means through Fundserv Inc. (“**Fundserv**”) under the following codes:

- Series A Units: ATI300A
- Series B Units: ATI300B
- Series F Units: ATI300F
- Series G Units: ATI300G
- Series I Units: ATI300I

Series F Units, Series G Units and Series I Units may also be purchased through the Manager-Trustee in jurisdictions where the Manager is registered as an exempt market dealer. See “*Subscription for Units*”.

Subscription Price:

The subscription price per Unit is \$10.00.

Minimum/Maximum Offering:

There will be no closing unless an aggregate of 2,500,000 Units and LP Units are sold for gross proceeds of \$25,000,000, which minimum Offering amount can be waived by the Manager-Trustee in its capacity as Manager-Trustee and in its capacity as Manager of the Partnership at any time in its sole discretion. There is no maximum number of Units that may be sold under the Offering (provided that the number of Founders Series Units is subject to the Founders Issue Cap).

- Minimum Subscription:** The minimum initial subscription amount for Series A Units and Series F Units is \$25,000 or such lesser amount as the Manager-Trustee, in its sole discretion, may accept.
- The minimum initial subscription amount for Series B Units and Series G Units, the Founders Series Units, is \$100,000 or such lesser amount as the Manager-Trustee, in its sole discretion, may accept. If the initial subscription is made by a registered intermediary on behalf of multiple Investors, the minimum subscription amount is \$1,000,000 in the aggregate and no single Investor's initial purchase may be less than \$25,000 or such lesser amount as the Manager-Trustee, in its sole discretion, may accept.
- The minimum initial subscription amount for Series I Units is \$10,000,000.
- The above minimums are exclusive of any commissions paid directly by an investor to their dealer.
- Additional Subscriptions:** Following the required initial minimum investment in the Trust, Unitholders may make additional investments of not less than \$5,000. Unitholders subscribing for additional Units must complete the subscription form prescribed from time to time by the Manager-Trustee.
- Investment by Related Parties:** Certain directors, officers and employees of the Manager-Trustee, the Asset Manager of the Partnership and/or their respective Affiliates and Associates may purchase and hold the Units from time to time.
- Investment Objectives:** The Trust's investment objectives are to (a) provide Unitholders with monthly distributions and (b) deliver upside returns through capital appreciation, on a risk-adjusted basis. The Trust will seek to accomplish its Investment Objective by investing substantially all of the available funds from this Offering in units of Forgestone Diversified Real Estate Fund L.P. (the "**Partnership**").
- The Partnership has been formed to invest in the Real Estate Portfolio.
- The Partnership seeks to accomplish its investment objectives by:
- (a) investing across the capital structure of private debt and equity products in order to combine the inflation-hedged benefits of real estate equity with the stability of consistent, yield-generating real estate debt;
 - (b) actively managing the asset allocation between debt and equity as interest rates, capitalization rates and real property valuations change over time;
 - (c) altering the make-up of the portfolio based on forward looking real estate fundamentals, with the aim of taking advantage of both acquisitions and lending opportunities in advance of broader, accelerated market participation;
 - (d) focusing on growth markets, with the aim of outperforming secondary locations on a risk-adjusted basis over the medium-to-long term; and

- (e) investing alongside Forgestone Capital's established institutional client base and funds, either directly or through joint ventures, including investments in general partner interests.

The Partnership invests in equity and debt backed by real estate across most property types, which may from time to time include, but are not limited to, industrial, retail, multi-residential apartments, condominiums, offices and alternatives such as student housing and self-storage, as well as development opportunities across such property types. The investments must be located in Canada, primarily in the major gateway cities of Toronto and Vancouver, with smaller strategic allocations planned for Montreal, the major cities in Alberta and a select handful of other growth markets in Canada. The intent is to focus on geographic markets with high investor and lender interest. In conjunction with the focus on these investment opportunities, the Partnership may invest directly or indirectly through other investment entities for whom the Asset Manager acts as asset manager, may co-invest alongside such entities or with other institutional clients of the Asset Manager, to the extent that the Partnership can achieve access to investments that would otherwise be unavailable to it, or where the Asset Manager can achieve structural or tax efficiencies for the Partnership, provided that any such investment structure or co-investment will not allow for the duplication of management or incentive fees payable to the Asset Manager by the Manager or the Partnership. See "*Investment Objectives*".

There is no assurance that either the Partnership or the Trust will achieve their investment objectives.

Distribution Policy:

Except as otherwise specifically provided herein, no Unitholder has the right to demand or receive distributions. To the extent the Trust makes distributions, the Manager-Trustee shall determine, in its sole discretion, the amount, timing and form (whether in cash or in kind) of all distributions made by the Trust.

The Manager-Trustee will cause the Trust to make distributions to Unitholders monthly or more or less frequently as it may determine in its sole discretion (the "**Distribution Record Date**"), based largely on the distributions received by the Trust on LP Units held by the Trust.

The amount of the distributions to Unitholders will be determined based on the amount of the distributions received by the Trust in respect of the LP Units owned by the Trust subject to amounts to be paid or reasonable reserves or holdbacks for (i) Trust Expenses, (ii) the payment of other obligations of the Trust, including redemption proceeds payable to redeeming Unitholders, and (iii) any required tax withholdings (or taxes paid or withheld with respect to such distributions from the Partnership), to the applicable Unitholders.

With respect to Unitholders that are DRIP Participants, the Manager-Trustee will cause the Trust on the Distribution Record Date to distribute such amounts attributable to the DRIP Participants in accordance with the provisions of Schedule A of the Declaration of Trust in respect of the DRIP. The Manager-Trustee may from time

to time cause the Trust to make in-kind distributions to the holders of Units through the issuance to them of additional Units of the same Series and Units that are then held by them, and pro rata with such holdings, with a view to ensuring that all income for tax purposes of the Trust has been fully distributed in each taxation year of the Trust, and cause an immediate consolidation of the number of outstanding Units immediately after any such in-kind distribution.

Redemption by Unitholder:

Subject to the below, for any Series of Units, a Unitholder may request to have some or all of its Units redeemed by the Trust (a "**Redemption Request**") as of last Business Day in March, June, September and December of each year, or on such other date as the Manager-Trustee may determine (each, a "**Redemption Date**") at a redemption price per Unit of such Series equal to the applicable Series NAV per Unit on the Redemption Date as determined pursuant to the Declaration of Trust (the "**Redemption Price**") less Redemption Costs (as defined below) (the "**Redemption Amount**").

For any given Series, the Redemption Amount will be computed by the Administrator, subject to the supervision of the Manager-Trustee, and will be final, conclusive and binding on Unitholders, in the absence of manifest error.

Units must be surrendered for redemption together with a redemption notice submitted by the Unitholder to the Trust's registrar and transfer agent (or by electronic notice if settling through the Fundserv system) (in each case, a "**Redemption Notice**") by 4:00 p.m. (Toronto time) on a Business Day which is at least 60 days prior to the applicable Redemption Date (the "**Redemption Notice Deadline**"). Redemption Amounts will be paid within 30 days following the applicable Redemption Date by cheque or wire transfer as more specifically detailed in the Redemption Notice or using the Fundserv system, if applicable.

Any unpaid distribution payable on or before the Redemption Date in respect of the redeemed Units will be paid on the same day as the redemption proceeds are paid.

Cash available for redemptions on any quarterly Redemption Date is limited to (i) 5% of the Net Asset Value of the Trust as at the last Business Day of the previous calendar quarter less (ii) cash distributions paid or payable in the current calendar quarter (the "**Redemption Cap**"). If cash required to fund Redemption Notices validly tendered in respect of any Redemption Date exceeds the Redemption Cap (i) cash distributions that have been declared but unpaid will be paid out in priority to redemption proceeds, and (ii) each Unitholder that validly tendered a Redemption Notice will receive a *pro rata* portion of the Redemption Cap amount based on the Series NAV per Unit and number of Units of each Series specified in such Unitholder's Redemption Notice (calculated to four decimal places).

The Trust will only be obligated to redeem Units included in a Redemption Notice for cash to the extent that it will be able to fund such redemption through a redemption for cash of LP Units. Accordingly, the Manager-Trustee will only pay cash proceeds in respect of any Redemption Requests submitted by a Unitholder to the extent that the Partnership has accepted the corresponding

redemption request for LP Units submitted and such Redemption Request is satisfied in cash.

The portion of any Redemption Notice that is limited or prohibited as a result of the Redemption Cap is deemed to have been withdrawn by the applicable Unitholder and will be cancelled. To redeem any Units (whether or not such Units were subject to a withdrawn Redemption Notice) on a subsequent Redemption Date, Unitholders must submit a new Redemption Notice on or prior to the Redemption Notice Deadline for such subsequent Redemption Date, subject to the Redemption Cap on such date. The redemption of Units under such cancelled and resubmitted Redemption Notices will not have priority over the redemption of Units under other Redemption Notices submitted for the subsequent Redemption Date.

The Net Asset Value of the Trust for the purposes of determining the Redemption Cap will be calculated as of the last Business Day of the previous calendar quarter.

The Manager-Trustee may limit, suspend, or otherwise restrict a Unitholder's right to redeem all or part of its Units, as described in the Declaration of Trust and may limit, suspend, or otherwise restrict a Unitholder's right to redeem all or part of its Units in the Trust for cash in certain circumstances, including where the Partnership has limited, suspended, or otherwise restricted redemptions, thereby restricting the Trust's ability to redeem its interest in the Partnership. See "*Redemption of Units*".

The portion of any Redemption Notice that is limited or prohibited as a result of the Redemption Cap or any other redemption limitation shall be paid by the Trust in Redemption Notes (as defined under "Definitions") if a Unitholder expressly elects to receive Redemption Notes in its Redemption Notice; otherwise, the Trust will not deliver Redemption Notes to satisfy the payment of proceeds of redemptions and the Unitholder will be deemed to have elected to withdraw the portion of the Redemption Notice made in respect of such Redemption that would have been satisfied by the Unitholder receiving Redemption Notes.

If the Manager-Trustee reduces the Redemption Cap in one of the circumstances listed above, such amount determined by the Manager-Trustee will be disclosed in writing to Unitholders and will constitute the Redemption Cap for the applicable calendar quarter.

The Administrator of the Trust shall, upon any redemption of Units, deduct from the Series Net Asset Value per Unit of the Units being redeemed, an amount equal to any accrued and applicable fees and taxes payable by the Unitholder to the Trust, any applicable early redemption charge and costs incurred by the Trust to generate the liquidity necessary to make the redemption payment including any land transfer taxes payable in connection with the Partnership's assets allocated to the Trust as a result any corresponding redemption of LP Units to fund such redemption of Trust Units (the "**Redemption Costs**").

Minimum Holding Amount. A Unitholder that has less than all of its Units redeemed must maintain a minimum account balance after the redemption is effected as follows (i) \$10 million for Series I Units; (ii) \$100,000 for Founders Series Units and (iii) \$25,000 for Series A

Units and Series F Units, in each case, based on the aggregate net asset value per Unit of all Units of the relevant Series held by a Unitholder. If a Unitholder requests the redemption of a number of Units that would cause the aggregate net asset value of the Unitholder's Units (of the relevant Series) to fall below the required minimum, the Manager-Trustee reserves the right to reduce the amount to be redeemed from the Unitholder so that the required minimum balance is maintained. Alternatively, the Manager-Trustee, as applicable, may cause the Trust to redeem all of such a Unitholder's Units (of the relevant Series) in the Trust. The Manager-Trustee, as applicable, may waive, increase or decrease the minimum account balance from time to time in its discretion. The Trust also has the right to require Unitholders to sell their Units or to redeem Units in certain circumstances.

See "*Redemption of Units*".

Early Redemption Charge:

Units redeemed within twelve months of purchase will be subject to an early redemption charge equal to 5% of the Net Asset Value of the Units so redeemed. The redemption charge is based on, and deducted by the Administrator from, the Net Asset Value of the Units on the Redemption Date together with any other Redemption Costs.

The early redemption charge does not apply to Units acquired through the DRIP.

Redesignation of Units:

A Unitholder in one Series may request to have its Units redesignated into Units of another Series upon at least 15 Business Days' written notice of such request to the Manager-Trustee in a form acceptable to the Manager-Trustee (based on the relative Series Net Asset Value per Unit of each such Series of Units), which request may be approved or rejected in the Manager-Trustee's sole discretion, and which redesignation (if approved) will be effected on the first day of the month following such 15 Business Days' notice.

If a particular Unitholder ceases to be eligible to hold Units of a particular Series, the Manager-Trustee may, at its discretion, reclassify such Units held by the particular Unitholder as such number of Units of another Series of the Trust that the Unitholder is eligible to hold having an aggregate equivalent net asset value. Such reclassification shall be made as of the next Valuation Date.

Use of Proceeds:

Substantially all of the available funds from this Offering will be invested in the Partnership. Partnership investments in the Real Estate Portfolio will be made as set out in subsections 1.2.1 Investment Objectives.

The Trust will pay the expenses of this Offering.

Taxation of the Trust, Partnership and Unitholders:

Generally, each partner of the Partnership, including the Trust, is required to include in computing the partner's income, the partner's share of the income (or loss) of the Partnership for the Partnership's fiscal year ending in, or coincidentally with, the partner's taxation year end, whether or not any such income is distributed to the partner in the taxation year. For this purpose, the income or loss of the Partnership will be computed for each fiscal year as if the Partnership was a separate person resident in Canada. In computing the income or loss of the Partnership, deductions may

generally be claimed in respect of its administrative and other expenses (including interest in respect of the debt of the Partnership, if any) incurred for the purpose of earning income from business or property to the extent the outlays are not capital in nature and do not exceed a reasonable amount.

The income or loss of the Partnership for a fiscal year will be allocated to the partners of the Partnership, including the Trust, on the basis of their respective share of such income or loss as provided in the Partnership Agreement, subject to the detailed rules in the Tax Act. If the Partnership realizes a loss, the portion of such loss that is allocated to the Trust will be deductible by the Trust in computing its income only to the extent of the Trust's "at-risk amount" (as defined in the Tax Act) in respect of the Partnership.

Generally, the Trust will not pay tax under Part I of the Tax Act on its Taxable Income to the extent it is distributed to its Unitholders. In computing their income, Unitholders will be required to include the Taxable Income distributed to them by the Trust. Distributions not included in a Unitholder's income, other than the non-taxable portion of net realized capital gains, will generally reduce a Unitholder's adjusted cost base of the Units held. On a redemption or other disposition of Units, the Unitholder will realize a capital gain or loss to the extent that the proceeds of disposition exceed or are exceeded by the adjusted cost base of the Units. One-half of a capital gain must be included in income as a taxable capital gain. Currently, one-half of a capital loss is an allowable capital loss which will be applied against taxable capital gains realized in the year, with any excess available for carry back three years, or forward indefinitely, and applied against taxable capital gains realized in those earlier or later years. See Section 4.1 – Certain Canadian Federal Income Tax Considerations.

Each investor should satisfy himself or herself as to the federal, provincial, territorial and other tax consequences of an investment in Units by obtaining advice from his or her tax advisor.

No Transferability:

Unitholders may not sell, assign or transfer any of their Units, rights or obligations in the Trust except with the prior written consent of the Manager-Trustee, which consent may be withheld in its sole and absolute discretion, and in compliance with applicable securities laws and other laws.

The Manager-Trustee may compulsorily redeem all or any portion of a Unitholder's holding of Units at any time and for any reason under such circumstances as the Manager-Trustee, in its discretion, deems appropriate in accordance with its standard of care.

Certificates:

Certificates for Units will not be issued to Unitholders.

FEES AND EXPENSES

Fees and Expenses Payable by the Trust

Management Fee:

The Trust will be impacted by the fees payable by the underlying Partnership. No management fees or incentive fees are payable by the Trust that duplicate a fee payable by the Partnership.

The aggregate management fees borne by each Series of Units as a particular percentage rate per annum of the Class NAV is as follows:

Aggregate Management Fee borne by Trust Units

Regular Series Units	Founders Series Units
Series A Units: 2.25%	Series B Units: 2.00%
Series F Units: 1.25%	Series G Units: 1.00%

The Manager-Trustee receives a management fee (the “**Management Fee**”) with respect to each Series of Units as follows, calculated as the applicable percentage rate per annum of the Series NAV of the applicable Series:

Regular Series Units	Founders Series Units
Series A Units: 1.30%	Series B Units: 1.30%
Series F Units: 0.30%	Series G Units: 0.30%
Series I Units: Negotiated between the Manager-Trustee and the investor.	

Each Series of Units is also exposed to a management fee payable by the Partnership to the Manager of the Partnership. Series A Units will be invested in Class R LP Units, Series F Units will be invested in Class S LP Units, Series B Units will be invested in Class T LP Units, and Series G Units will be invested in Class U LP Units.

The Partnership pays to the Manager a management fee with respect to each Class of LP Units as follows, calculated as the applicable percentage rate per annum of the LP Class NAV of the applicable LP Class: Class R LP Units and Class S LP Units (regular Class LP Units) is 0.95%; and Class T LP Units and Class U LP Units (Founders Class LP Units) is 0.70%. The Manager compensates the Asset Manager from the Partnership management fee.

The Management Fee paid by the Trust to the Manager-Trustee is calculated and payable monthly in arrears, plus applicable taxes. (Similarly, the Partnership must also pay applicable taxes on the management fees it pays to the Manager of the Partnership.)

See “*Fees and Expenses – Management Fees*”.

To encourage large investments in the Trust and to be able to offer fees that are competitive for investments of that size, and in certain other circumstances, the Management Fee and fees payable by the

Partnership may be reduced in the discretion of the Manager-Trustee and the Asset Manager, where applicable. Management Fees of Series I Units are payable by the Unitholder directly to the Manager-Trustee.

Trailer Fee:

The Manager-Trustee pays to each registered dealer whose clients hold Series A Units and Series B Units a servicing fee (the “**Trailer Fee**”) equal to 1.00% per annum of the applicable NAV per Unit in respect of the Units held by the registered dealer’s clients (calculated at the end of each calendar quarter and paid approximately 30 days thereafter), plus applicable taxes.

No trailer fees are paid in respect of the Series F Units, the Series G Units, or the Series I Units. No trailer fee shall be paid to the Manager-Trustee with respect to Units purchased through the Manager-Trustee, acting as exempt market dealer.

See “Fees and Expenses – Trailer Fee”.

Organizational Expenses:

The Trust will bear all organizational expenses incurred in connection with the formation and organization of the Trust and the offering of the Units in the Trust, including but not limited to legal, accounting, printing, mailing, regulatory filing fees and expenses (including any registrations and filings in respect of the offering of Units in the relevant provinces), expenses related to the preparation of initial versions of sales materials and related documentation, translation fees and expenses, and expenses related to the initial setup of any website/portal and designs, any other such organizational expenses referred to in the Declaration of Trust and all fees, costs and expenses related to the organization of any Sub-Trust(s) or Intermediate Entity(s) created from time to time, including, in each case, all such expenses incurred by the Trust, the Manager-Trustee and the Partnership (collectively, “**Organizational Expenses**”). Organizational Expenses include expenses paid for in advance by the Trust, the Manager-Trustee or the Partnership on the Trust’s behalf, if any.

The Manager-Trustee, Forgestone Capital or their respective Affiliates may at its discretion advance all or a portion of the Organizational Expenses and Trust Expenses incurred (such expenses, the “**Initial Expenses**”) by the Trust, in which case the Trust will reimburse the Manager-Trustee, Forgestone Capital or their respective Affiliates for Initial Expenses in full following the date on which the Trust first accepts third-party investors. For purposes of calculating the Trust’s net asset value for subscriptions and withdrawals (but not for financial reporting purposes), the Initial Expenses incurred or reimbursed by the Trust through the Effective Date will be amortized over a period of 60 months, or such other time period as determined by the Manager-Trustee in its sole discretion. For financial reporting purposes, Initial Expenses will be recognized as a reduction to net asset value in the month the Trust reimburses the Manager-Trustee, Forgestone Capital or their respective Affiliates for such costs.

Operating Expenses:

The Trust will pay the costs and expenses of the Trust (the “**Trust Expenses**”), including without limitation: the Management Fees; Organizational Expenses; capital-raising expenses (including but

not limited to subscription processing and filing fees and expenses and, expenses related to the offering of Units through Fundserv, fees and expenses associated with the translation of any materials prepared in respect of the Trust, due diligence expenses of participating distributors, costs in connection with updating and distributing sales materials, ongoing design and website/portal maintenance expenses, fees to attend seminars sponsored by participating distributors, and reimbursements for customary travel, lodging and meals (including without limitation cars and meals outside normal business hours), paying agents and/or other jurisdiction-specific service providers, and fees or expenses related to the technology or platform of specific distributors; any sales or other taxes, fees or government charges which may be assessed against the Trust (other than those that are allocable to a specific Unitholder) and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Trust); expenses and fees related to audits of the Trust's books and records including the audited financial statements and preparation of the Trust's tax returns and other third-party provider expenses, including expenses related to tax reporting including under the Foreign Account Tax Compliance Act ("**FATCA**") and Parts XVIII and XIX of the Tax Act; costs of preparing and distributing financial statements and other reports to and other communications with the Unitholders, as well as costs of all governmental returns, reports and estimates; filing and regulatory fees and expenses (including, without limitation, the costs and expenses of legal and consulting fees in connection with drafting and filing all regulatory, administrative and compliance filings and reports required to be made by the Trust, the Manager-Trustee relating to the Trust, including, without limitation, exempt trade reports, anti-money laundering reporting and any other applicable filings or reports); any costs or expenses in connection with the Trust's subscription to the Partnership (including, the legal costs of completing subscription booklets and negotiating any side letter agreements) and the costs and expenses incurred by the Partnership in connection with the Trust; costs of monitoring the Trust's investment(s) in the Partnership, including but not limited to costs associated with travel to any Partnership investor meetings (if applicable); extraordinary one-time expenses of the Trust; all expenses relating to distributions to the Unitholders, including costs in connection with the administration of the DRIP; all expenses relating to litigation and threatened litigation involving the Trust, including indemnification, dispute resolution and related legal fees and expenses; commissions or brokerage fees or similar charges incurred in connection with the purchase or sale of securities; indemnification (including any fees, costs and expenses incurred in connection with indemnifying any Unitholder or other person and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Declaration of Trust); financing, commitment, origination and similar fees and expenses; broker, dealer, finder, underwriting (including both commissions and discounts), loan administration and private placement fees, sales commissions, investment banking fees and fees for similar services; brokerage, sale, depository, trustee, record keeping, account and similar services; the costs and expenses (including travel-related expenses) of hosting meetings of the Unitholders, or otherwise

holding meetings or conferences with Unitholders, whether individually or in a group; expenses attributable to normal and extraordinary investment banking, commercial banking, accounting, appraisal, advisory, legal and administration (including the fees and expenses paid to the Administrator) related to the Trust, computer software, licensing, programming and operating expenses; printing, communications, marketing and publicity; developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of the Trust or the Unitholders; investment or other expenses relating to the Trust's investment in the Partnership; expenses relating to any Intermediate Entity, any activities with respect to protecting the confidential or non-public nature of any information or data; fees and expenses incurred in connection with or otherwise relating to the preparation of form documentation in respect of transfers; amendments to, and waivers, consents, or approvals pursuant to, the constituent documents of the Trust, the Manager-Trustee or their affiliates; fees and expenses incurred in respect of any arrangement to provide additional liquidity to Unitholders and facilitate the process for Unitholders to sell all or any portion of their Units; complying with any law or regulation related to the activities of the Trust (including regulatory expenses of the Manager-Trustee incurred in connection with the operation of the Trust and legal fees and expenses related thereto); custodial and sub-custodial transaction charges and any costs associated with collateral management; bank charges; other investment and operating expenses; any governmental inquiry, investigation or proceeding involving the Trust, including the amount of any judgments, settlements, or fines paid in connection therewith; directors and officers liability, errors and omissions liability and partnership liability premiums and other insurance to protect the Trust in connection with the activities of the Trust, the Manager-Trustee and any of their respective partners, members, stockholders, officers, directors, employees, agents or affiliates in connection with the activities of the Trust; the costs and expenses incurred by the Partnership in connection with the subscription of the Trust to the Partnership, including due diligence costs, costs of outside counsel and outside advisors, research costs, and any other costs incurred in respect of the admission to the Trust; liquidation, winding up or dissolution expenses of the Trust; and all applicable taxes payable in respect of any of the foregoing and all other Trust Expenses for the account of the Trust identified in the Declaration of Trust. In addition to the foregoing, Trust Expenses include all of the operating expenses of the Manager-Trustee incurred on the Trust's behalf, if any, including Organizational Expenses.

The Trust Expenses incurred in connection with the formation, business and operations of any Sub-Trust will generally be allocated to such Sub-Trust. The allocation of Trust Expenses to a Sub-Trust will reduce the amount of income and capital available to satisfy the Sub-Trust's obligations under the Redemption Notes it may issue to Unitholders.

In addition to the foregoing costs and expenses, Unitholders will indirectly bear the cost of the Trust's pro rata share of management fees, performance fees, organizational expenses, taxes,

indemnification and other costs and expenses borne by the Trust as a unitholder of the Partnership.

See “Fees and Expenses—Organizational Expenses and Ongoing Expenses of the Trust”.

Fees and Expenses Payable by the Partnership

Performance Fee on Partnership Units:

As a result of investing in the Trust, you are exposed to a performance fee payable to the Asset Manager of the Partnership (the “**Performance Fee**”). The Performance Fee is calculated and accrued monthly and payable to the Asset Manager as of the last Business Day in each year beginning in 2026 (each, a “**Performance Valuation Date**”) on a series-by-series and class-by-class basis in respect of each Class R LP Unit, Class S LP Unit, Class T LP Unit and Class U LP Unit outstanding prior to giving effect to redemptions on such date in an amount equal to:

- 15% of the positive amount by which the Adjusted Net Asset Value (as defined below) of each Series of each Class R LP Unit and Class S LP Unit on the Performance Valuation Date exceeds the High Watermark (as defined below) of such LP Unit; and
- 7.5% of the positive amount by which the Adjusted Net Asset Value of each Series of each Class T LP Unit and Class U LP Unit on the Performance Valuation Date exceeds the High Watermark of such LP Unit.

If any such LP Units are redeemed prior to the last Business Day of a year, a Performance Fee will be payable on the relevant redemption date in respect of each such LP Unit, as if such date were a Performance Valuation Date. For further clarity, the Performance Fee payable by the Partnership on December 31, 2026 for a given Series of a Class of LP Units shall be calculated and accrued from the date subscriptions are first accepted for such Series of LP Units.

Class I Unit Performance Fees are negotiated between the General Partner and the relevant investor. Performance Fees of Class I Units are payable by the unitholder directly to the Asset Manager.

The Performance Fee is subject to applicable taxes.

“**Adjusted Net Asset Value**” of a Class R, S, T or U LP Unit on any date is equal to the Net Asset Value per LP Unit of such LP Unit on such date (calculated after deduction of: (i) the Partnership management fee, where such management fee is reduced by an amount equal to the Trailer Fee paid by the Manager-Trustee to investment dealers for Series A Units or Series B Units, where applicable; (ii) the Common Expenses; and, (iii) Class Expenses but before deduction of the Performance Fee payable to the Asset Manager pursuant to the Asset Management Agreement and any redemption deductions payable in respect of such LP Unit) plus the amount of any distributions paid and payable to the Partnership Unitholder in respect of such LP Unit since the date as at which the High Watermark of such LP Unit was established.

“**High Watermark**” for an LP Unit as at any date means, initially, its subscription price, and thereafter will be adjusted from time to time

to equal its Net Asset Value immediately following the payment of a Performance Fee in respect of that LP Unit. The High Watermark of a LP Unit will be appropriately adjusted in the event of a consolidation or subdivision of LP Units.

A net loss chargeable to a Series (or applicable LP Units thereof) during each calendar year or portion thereof shall be treated as a “loss carryforward amount” which shall be carried forward and no Performance Fee will be payable with respect to such Series (or applicable LP Units thereof) until the loss carryforward amount previously allocated to the Series (or applicable LP Units thereof) has been recouped. Specifically, for purposes of calculating the Performance Fee for a given calculation period and Series, New Partnership Profits (as defined below) shall first be reduced, dollar-for-dollar (but not below zero), by any unrecovered loss carryforward amount attributable to such Series. If net assets of a Series are reduced due to net redemptions or transfers with respect to such Series during a period, there will be a proportional reduction in any related loss carryforward amount that must be recouped before the Asset Manager is eligible to receive a Performance Fee with respect to such Series.

“**New Partnership Profits**” are the increase, if any, in the Net Asset Value of a Series during a period, as adjusted to eliminate the effect on net asset value of subscriptions, redemptions and distributions, if any, made with respect to the Series during the period. For this purpose, Net Asset Value is determined prior to the accrual of the Performance Fee and after the accrual of the Partnership management fee, where such management fee is reduced by an amount equal to the Trailer Fee paid by the Manager-Trustee to investment dealers for Series A Units or Series B Units, where applicable.

Each of the Asset Manager and Manager may elect to receive any portion of the Partnership management fees and/or Performance Fees to which it is entitled, as applicable, in Class I Units of the Partnership. There will be no minimum amount, hold period, management fee, or Performance Fee associated with such LP Units and the Manager and/or Asset Manager may choose to redeem such LP Units at any time. Having elected to receive a fee payment in LP Units, the Manager and Asset Manager are under no requirement to continue to receive payment of fees in LP Units and may elect to receive future fee payments in cash at any time.

If the determination of the net asset value of any Series of LP Units is suspended (as provided below), then the calculation and the payment of the Performance Fee with respect thereto may also be suspended until such time as the period of the suspension shall have come to an end, whereupon the General Partner and Manager in consultation with the Administrator will determine and apply a methodology for the calculation of an accrual of such Performance Fee during such period of suspension.

See “*Fees and Expenses – Fees and Expenses of the Partnership*”.

Partnership Formation Costs and Ongoing Expenses:

The Partnership will bear all organizational expenses incurred in connection with the formation and organization of the Partnership.

The Partnership pays for all ordinary expenses it incurs in connection with the Partnership's operation and management. In addition to the fees and expenses referenced elsewhere in this Offering Memorandum, these expenses include, but are not limited to: (a) any taxes payable by the Partnership; (b) costs and fees payable to any valuator, technical consultant, accountant, administrator, registrar, transfer agent, custodian or auditor or other third party service provider, including with respect to reviews of third party appraisals; (c) ongoing regulatory filing fees; (d) any expenses incurred in connection with investments, including but not limited to all third-party costs incurred in connection with any acquisition, disposition and/or development of any of the properties or any additional properties (including fees, expenses and costs incurred as a result of a proposed transaction or investment by the Partnership that is not consummated) which may be incurred by the Partnership from time to time, including costs associated with ownership structuring, land transfer taxes, costs associated with financings, including the bridge loan financing facility (including loan facilitation fees, legal fees, consultants fees and travel costs), due diligence related fees, legal fees and other professional fees and expenses including those costs incurred by the Asset Manager attributable to the transaction; (e) reasonable amounts of insurance, if any, as the General Partner shall deem necessary for the conduct of the business of the Partnership, including mortgage default insurance in connection with any of the properties forming part of the Partnership's portfolio from time to time and liability insurance (e.g., E&O and D&O insurance) covering any employee, agent, advisor or independent contractor of the General Partner, the Partnership, the Manager or the Asset Manager; (f) any expenses incurred in connection with negotiating and settling co-investment, co-ownership, syndication or joint venture agreements on behalf of the Partnership; (g) any expenses incurred in connection with any legal proceedings in which the General Partner, Manager or Asset Manager participates on behalf of the Partnership or any other acts of the General Partner, Manager, Asset Manager or any other agent of the Partnership in connection with the maintenance or protection of the property of the Partnership, including without limitation costs associated with the enforcement of investments made in mortgage debt; (h) reimbursement of all direct expenses incurred on behalf of the Partnership by the General Partner, Manager, and Asset Manager; (i) any additional fees payable to the Manager or the Asset Manager for performance of extraordinary services on behalf of the Partnership; (j) consulting fees and expenses associated with the preparation of tax filings; (k) all expenses associated with ongoing investor relations and education relating to the Partnership; (l) all services required in connection with the provision of information to Partnership Unitholders and expenses associated with communications with and mailings and notices to Partnership Unitholders and expenses of holding Partnership Unitholder meetings; (m) costs of preparing, printing and distributing offering materials in respect of the offering of Units of any Class of the Partnership; (n) costs to prepare and issue any Redemption Notes and all administration costs associated therewith including any extraordinary costs and costs of any meeting of holders of the Redemption Notes or consent solicitation; (o) any and all fees and expenses as may be set out in the Partnership's offering documents;

and (p) any and all fees and expenses as may be agreed upon by the Partnership or the General Partner that it will bear as a partnership expense. The Partnership is also responsible for all taxes, commissions, real estate brokerage fees, commitment fees and other costs of real estate transactions (including land transfer tax), mortgage servicing fees, debt service and all costs incurred by the Partnership in connection with its financing including the financing of any of the properties including any long-term financing and any operating line or revolving line of credit in respect of the Partnership or any of the properties forming part of the Partnership's portfolio from time to time, banking fees, and any extraordinary expenses that it may incur or that may be incurred on its behalf from time to time, as applicable.

See "*Fees and Expenses – Fees and Expenses of the Partnership*".

CONFLICTS OF INTEREST

Manager-Trustee Conflicts:	Altrust Investment Solutions Inc. acts as manager of the Trust and the Partnership. The Trust will be impacted by the fees payable by the underlying Partnership. No management fees or incentive fees are payable by the Trust that duplicate a fee payable by the Partnership.
Other Fees for Services Charged by Related Parties of the General Partner:	The Partnership from time to time may invest in assets and/or entities to whom related parties of the General Partner may provide services, including but not limited to, property management services, mortgage origination, mortgage servicing, capital improvement, leasing services, acquisition and disposition fees on equity investments, development management services, construction management and/or construction management oversight, and other project specific services. Fees for such services shall be at rates set out in written agreements and shall be at fair market value rates charged by arm's-length third parties for comparable services. The General Partner may elect in its sole discretion to instruct its related parties to waive the levying of any such fees.

OTHER MATTERS

Risk Factors:	<p>An investment in Units is subject to certain risk factors, including:</p> <p><i>Risks Associated with an Investment in the Trust</i></p> <ul style="list-style-type: none"> ▪ the Net Asset Value (NAV) of the Trust is directly affected by fluctuations in the market value and returns of its investment portfolio, which introduces inherent risk to investors; ▪ the Trust is newly established with limited operational history, meaning investors cannot rely on past performance. Additionally, there is no guarantee that a public market for its Units will develop or remain active after the Offering; ▪ the Trust can issue an unlimited number of Units at the Manager-Trustee's discretion, which may dilute the ownership percentage of existing Unitholders. Future
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offerings might be necessary to fund objectives, potentially reducing the value of current holdings;

- the Trust is not a registered trust company, meaning it does not operate under trust company legislation. Additionally, its Units do not qualify as “deposits” under Canadian deposit insurance and are therefore not insured against loss;
- each Unit represents an undivided interest in the Trust’s net assets without a principal amount owing to investors;
- redemptions are subject to the Redemption Cap and the Manager-Trustee may limit, suspend, or otherwise restrict a Unitholder’s right to redeem all or part of its Units, as described in the Declaration of Trust and may limit, suspend, or otherwise restrict a Unitholder’s right to redeem all or part of its Units in the Trust for cash in certain circumstances, including where the Partnership has limited, suspended, or otherwise restricted redemptions, thereby restricting the Trust’s ability to redeem its interest in the Partnership;
- investors do not directly own the assets held by the Trust and have no recourse or rights against the assets of the Trust;
- there is no established market for the Units, and one is not expected to develop. Securities laws and Manager-Trustee discretion impose restrictions on transfers, meaning Unitholders may find it difficult or impossible to sell their Units except in exceptional circumstances;
- investors must be prepared to hold their Units for an extended period due to the illiquid nature of the investment. Redemptions require 60 days’ notice, followed by an additional 30-day period before payment, and may be further delayed or restricted by the Manager-Trustee;
- a high volume of redemptions could force the Trust to sell assets rapidly, potentially impacting investment strategies and concentration risks. Reduced NAV from redemptions could also make the Trust economically unviable, leading to termination;
- cash redemptions exceeding 5% of NAV in any quarter may be denied if the Asset Manager determines that liquidity is insufficient or that fulfilling redemptions would negatively impact remaining Unitholders;
- the Trust aims to qualify as a “mutual fund trust” under Canadian tax laws, but future policy changes could alter its tax treatment. Losing this status would affect eligibility for Registered Plans and could trigger additional taxes;
- Unitholders do not participate in the Trust’s management or trading decisions, as control rests solely with the Manager-Trustee. While the Trust aims to protect investors from liability, there remains a remote risk of personal liability if claims exceed Trust assets; and
- the Trust and Manager-Trustee relied on a single legal counsel for structuring, meaning Unitholders were not

independently represented. Investors should seek their own legal, tax, and financial advice before committing funds.

Risks Associated with an Investment in the Partnership

- an investment in the partnership may be deemed speculative, is not guaranteed and is not intended as a complete investment program;
- there can be no assurance that the Partnership will be able to achieve its objectives;
- the Partnership has no or limited operating or performance history;
- the NAV per LP Unit and the funds available for distribution will vary according to, among other things, the Class and Series of LP Units held, the value of the assets in the Real Estate Portfolio and the distributions paid thereon;
- there is no market for the LP Units and none is expected to develop, which may impact the liquidity thereof
- the Real Estate Portfolio investments are concentrated in Canadian real estate private equity and debt investments;
- the variability in the financial performance of the Real Estate Portfolio;
- Partnership Unitholders are not entitled to participate in the management or control of the Partnership, its operations or its investment activities;
- reliance on the Manager and Asset Manager and their key management personnel respectively;
- the manner and timing of distributions to the Partners will be in the sole discretion of the General Partner and Partnership Unitholders may be taxed on income they do not receive in cash;
- sensitivity to interest rates generally;
- risks relating use of leverage by the Partnership;
- risks relating to the use of derivative instruments;
- redemptions of LP Units are subject to the Partnership Redemption Cap and the General Partner may suspend the right to redeem units, in its sole discretion, at any time the Asset Manager determines that there are insufficient liquid assets in the Partnership to fund redemptions and in certain other circumstances;
- the valuation of Real Estate Portfolio investments may involve uncertainties and the exercise of judgement;
- allocation of Manager's and Asset Manager's time;
- risks associated with the incentives of performance fee arrangements;
- potential indemnification obligations of the Partnership;
- the Partnership is obligated to pay certain fees and expenses regardless of whether it realizes profits;

- risks associated with offering more than one Class of LP Units;
- changes in legislation;
- risks relating to taxation of the Partnership and of Partnership Unitholders, including risks relating to the Partnership's tax status;
- risks relating to limited liability of Partnership Unitholders;
- lack of independent experts representing Partnership Unitholders;
- the fact that LP Units are neither fixed income nor equity securities, and Partnership Unitholders will not have certain rights associated with investments in such securities;
- cybersecurity risks; and,
- business continuity and disaster recovery risks.

Risks Associated with the Partnership's Underlying Investments

- risks relating to investments in real estate;
- risks relating to changes in real estate value;
- the risks of employing investment leverage;
- mortgage defaults and issuer leverage risks;
- the risks of making subordinate loans;
- interest rate risk on fixed rate loans and/or borrowings;
- credit risk associated with investments in mortgages;
- potential concentration of mortgagors, real estate equity investments and geographic location in the Real Estate Portfolio;
- risks associated with the lack of information available regarding private issuers;
- the illiquidity of Real Estate Portfolio investments;
- mortgage loans are not insured;
- the availability of credit for borrowers to refinance or repay a mortgage;
- risks associated with economic and market conditions;
- risks of competitive forces for real estate;
- investing in a joint arrangement or syndicate mortgage may increase liability and reduce flexibility;
- risks of construction mortgage lending;
- risks in development of real property;
- significant expenditures involved in property and lease management;
- possible loss of tenant lease or rental payments;
- possibility of uninsured losses;
- ability to renew insurance policies;
- reliance on third-party management;
- risks and potential costs associated with environmental matters; and
- global health risks.

Each investor should carefully consider the risk factors set out under Item 6 Risk Factors. An investment in Units is only appropriate for investors who have the capacity to absorb a loss of some or all of their investment.

- Tax-Related Risks:** There can be no assurance that tax laws and the administrative policies and assessing practices of the Canada Revenue Agency respecting the treatment of trusts will not be changed in a manner that adversely affects the Trust or the Unitholders. See “Risk Factors”. Investors should consult their own tax advisors with respect to the tax consequences of investing in the Units.
- Representations of Investors:** Each Investor of Units will represent to the Trust and any dealer through whom the Investor purchases Units that such Investor is an “accredited investor” as defined in NI 45-106 or Section 73.3(1) of the Securities Act (Ontario), as applicable. See “Resale Restrictions” and “Purchasers’ Rights”.
- Resale Restrictions:** The resale of Units is subject to compliance with applicable securities legislation and Units may only be transferred with the consent of the Manager-Trustee. See “Resale Restrictions”.
- Subscriber Rights of Action:** Securities legislation may, in certain circumstances, provide purchasers of Units pursuant to this Offering Memorandum with a remedy for damages or rescission, or both, in addition to any other rights they may have at law, where this Offering Memorandum and any amendment to it contain an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not false or misleading in light of the circumstances in which it was made. These remedies, or notice with respect to these remedies, must be exercised or delivered, as the case may be, by the purchaser within the time limits prescribed by applicable securities legislation. See Item 13 Purchasers’ Rights.

DEFINITIONS

The following terms appear throughout this Offering Memorandum. Care should be taken to read each term in the context of the particular provision of this Offering Memorandum in which such term is used.

“Adjusted Net Asset Value” or **“Adjusted NAV”** has the meaning attributed thereto under *“Fees and Expenses - Fees and Expenses of the Partnership”*;

“Administration Agreement” has the meaning ascribed thereto under *“Management - Fund Administrator for the Trust and the Partnership”*;

“Administrator” means Apex Fund Services (Canada) Ltd., the administrator for the Trust, which is responsible for providing administration services to the Trust, including record keeping, register management, Unit transaction and similar services as may be provided to the Trust by the administrator or by such other party as may be retained from time to time by the Trust;

“Affiliate” or **“Affiliates”** has the same meaning as in the Securities Act;

“Applicable Law” means in respect of any Person, property, transaction or event, all present and future laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event;

“Asset Manager” means Forgestone DREF LP or any successor thereto;

“Asset Management Agreement” has the meaning attributed thereto under *“Material Agreements of the Partnership - The Asset Management Agreement.”*;

“Asset Manager Key Person” means Trevor Blakely;

“Asset Manager Key Person Event” means Trevor Blakely ceases to devote sufficient time and attention to the affairs of the Funds;

“Associate” has the same meaning as in the Securities Act;

“Auditor” means the firm of Chartered Professional Accountants appointed as auditor of the Trust from time to time by the Manager;

“Authorized Interim Investments” means cash and guaranteed investment certificates;

“Business Day” means any day except Saturday, Sunday, a statutory holiday in Toronto, Ontario or any other day on which the Toronto Stock Exchange is not open for trading;

“CBCA” means the Canada Business Corporations Act;

“Change in Manager Event” has the meaning attributed thereto under *“Cooperation Agreement - Change in Manager Event”*;

“Closing Date” has the meaning ascribed to it under *“Securities Offered – Subscription for Units”*;

“Common Expenses” means those expenses of the Partnership other than Class Expenses that are determined by the General Partner to be *“Common Expenses”*;

“Cooperation Agreement” has the meaning ascribed to it under “Cooperation Agreement - Change in Manager Event”;

“CRA” means Canada Revenue Agency;

“Declaration of Trust” has the meaning given to it under the heading “Material Agreements - Material Agreements of the Trust”;

“Distribution Payment Date” means a Business Day designated by the Manager-Trustee that will be no later than the 30 days following the relevant Distribution Record Date;

“Distribution Record Date” means the last Business Day of each month;

“DRIP” means the Distribution Reinvestment Plan adopted by the Trust as may be amended from time to time. See description under “Distribution Reinvestment Plan”;

“Eligible Holders” has the meaning attributed thereto under “Distribution Reinvestment Plan”;

“EMD” means exempt market dealer;

“Extraordinary Resolution” means a resolution passed by 66 $\frac{2}{3}$ % or more of the votes cast at a duly constituted meeting, or an adjournment thereof, of Unitholders called for the purpose of considering such resolution, or, alternatively, a written resolution signed in one or more counterparts by Unitholders holding 66 $\frac{2}{3}$ % or more of the Units outstanding entitled to vote on such resolution at a meeting;

“Final Year-End Distribution” means, in respect of any year, an amount equal to any amount payable in excess of the distributions previously paid for such year;

“Fiscal Year” means each such consecutive period of twelve months commencing on January 1, and ending on December 31, except that the first Fiscal Year of the Trust will be the period commencing on January 15, 2026 and ending on December 31, 2026;

“Forgestone” means, collectively, Forgestone Capital, the Asset Manager and their affiliates;

“Forgestone Capital” means Forgestone Capital Management LP;

“Founders Class LP Units” means Class B LP Units and Class G LP Units of the Partnership and any other class of redeemable units of the Partnership so designated from time to time by the General Partner;

“Founders Issue Cap” means an aggregate of \$100,000,000 of Founder Series Units and Founders Class LP Units;;

“Founders Series Units” means Series B Units and Series G Units of the Trust and any other series of redeemable units of the Trust so designated from time to time by the Manager-Trustee;

“Funds” means, collectively, the Partnership and the Trust;

“Fundserv” means Fundserv Inc.;

“General Partner” means FSC Diversified GP Inc., or any other party that may become the general partner of the Partnership in place of, or in substitution for, FSC Diversified GP Inc., from time to time, in each case until such General Partner ceases to be the general partner of the Partnership under the terms of the Partnership Agreement;

“High Watermark” has the meaning attributed thereto under “Fees and Expenses”;

“IFRS” means International Financial Reporting Standards as established from time to time by the International Accounting Standards Board;

“Initial Term” has the meaning attributed thereto under “Cooperation Agreement - Change in Manager Event”;

“Intermediate Entity” means a Sub-Trust, a limited partnership or any other entity through which the Trust obtains exposure to the Partnership or the Real Estate Portfolio;

“Investment Objective” has the meaning given to it under the heading **“Investment Objectives”**;

“Investor” means a person who subscribes for Series A Units, Series B Units, Series F Units, Series G Units, or Series I Units pursuant to the Offering;

“LP Units” means, collectively, Class A Units, Class B Units, Class F Units, Class G Units, Class I Units, Class R, Class S, Class T and Class U Units of the Partnership;

“Management Agreement” has the meaning attributed thereto under “Material Agreements – Management Agreement”;

“Management Fee” has the meaning attributed thereto under “Fees and Expenses of the Trust - Management Fees”;

“Management Fee Distribution” has the meaning given to it under the heading “Summary – Management Fee”;

“Manager” means Altrust Investment Solutions Inc. or any successor thereto;

“Manager Change of Control” means any transaction that results directly or indirectly in the Manager Key Persons ceasing to control the Manager, provided that the Manager shall promptly notify the Asset Manager of any transfer by either of the Manager Key Persons of their control of the Manager; and **“control”** as used in this definition with respect to any Person, means beneficial ownership or control or direction over securities carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the Manager, unless that the voting securities are only held to secure an obligation;

“Manager Key Person” means each of Henry Kneis and Wilson Tow and any replacement for any of them following a Manager Key Person Event;

“Manager Key Person Event” means in the event that (i) either Manager Key Person ceases to devote sufficient time and attention to the affairs of the Funds for any reason, including death, disability, or retirement; or (ii) there is a Manager Change of Control;

“Manager-Trustee” means Altrust Investment Solutions Inc. in its capacity as trustee of the Trust and in its capacity as investment fund manager and portfolio adviser;

“Maturity Date” has the meaning given to it under the heading “Redemption of Units”;

“Net Asset Value” or **“NAV”** on a particular date will be equal to (i) the aggregate fair value of the assets of the Trust, less (ii) the aggregate fair value of the liabilities of the Trust, as more fully described under “Calculation of Net Asset Value”;

“Net Asset Value per Unit” means, for a particular Series, the amount obtained by dividing the NAV attributable to that Series as of a particular date by the total number of Units of such Series outstanding on that date;

“NI 45-106” means National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators as the same may be amended;

“Non-Residents” means a partnership other than a “Canadian partnership” as defined in the Tax Act and a person who, for the purposes of the Tax Act, and at all relevant times, is not resident in Canada and is not deemed to be resident in Canada;

“Offering” means the Series A Units, Series B Units, Series F Units, Series G Units and Series I Units pursuant to this Offering Memorandum;

“Offering Memorandum” means this final offering memorandum dated January 15, 2026;

“Offering Jurisdictions” means all provinces and territories of Canada other than Newfoundland and Labrador;

“Ordinary Resolution” means a resolution consented to, in writing, by holders of more than 50% of all outstanding Units of the Trust or where Series are differently affected by the resolution, then 50% of each Series, or approved by at least 50% of the votes cast by Unitholders (or Unitholders of that Series) present in person or by proxy at a meeting of Unitholders which has been duly called and at which a quorum is present, as provided herein and excluding the votes of Units owned by the Manager or any Affiliate thereof in respect of any matter in which they have a financial interest (other than as Unitholders);

“Partnership” means Forgestone Diversified Real Estate Fund L.P., a limited partnership formed under the laws of Ontario;

“Partnership Agreement” means the limited partnership agreement of Forgestone Diversified Real Estate Fund LP, dated October 28, 2025, as amended and restated from time to time;

“Partnership Unitholders” means the holders of the LP Units;

“Performance Fee” has the meaning attributed thereto under “Fees and Expenses of the Partnership”;

“Performance Valuation Date” has the meaning attributed thereto under “Fees and Expenses of the Partnership”;

“Person” means any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, unit trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so permits;

“Proportionate Share” when used to describe a Unitholder’s interest in any amount, means the portion of that amount obtained by multiplying that amount by a fraction, the numerator of which is the number of Units of a Class of Units of the Partnership registered in the name of that Unitholder and the denominator of which is the total number of Units of that Class of the Partnership then outstanding;

“Real Estate Portfolio” has the meaning attributed thereto under “The Partnership Portfolio”;

“Redemption” means a redemption of Units by the Trust or by a Unitholder on his or her written request and subject to the limitations described in the Declaration of Trust;

“Redemption Amount” has the meaning attributed thereto under “Declaration of Trust – Redemption of Units” and is subject to the deduction of Extraordinary Expenses;

“Redemption Cap” has the meaning attributed thereto under “Declaration of Trust – Redemption of Units”;

“Redemption Costs” has the meaning attributed thereto under “Declaration of Trust - Redemption of Units”;

“Redemption Date” means the last Business Day in March, June, September and December of each year, or on such other date as the Manager-Trustee may determine;

“Redemption Notes” means unsecured subordinated promissory notes issued by the Partnership or a Sub-Trust in a principal amount equal to 95% of the NAV per Unit of the Units that are being redeemed as of the applicable Redemption Date, times the number of Units at such date that are subject to the Redemption Cap or any other redemption limitation;

“Redemption Notice” means, for each Fund, a request for redemption of Units and all necessary documents relating thereto submitted by the Unitholder to the Trust’s registrar and transfer agent in writing, or by electronic notice if settling through the Fundserv system, received by the Manager-Trustee on or before the Redemption Notice Deadline;

“Redemption Notice Deadline” means 4:00 p.m. (Toronto time) on a Business Day which is at least 60 days prior to the applicable Redemption Date;

“Registered Plan” means a “registered retirement savings plan”, a “registered retirement income fund”, a “tax-free savings account”, a “first home savings account”, a “registered disability savings plan”, a “registered education savings plan” or a “deferred profit sharing plan” as such terms are defined under the Tax Act;

“Resident” means a person that is resident or deemed to be resident in Canada for purposes of the Tax Act;

“Securities Act” means the *Securities Act* (Ontario), and shall include the rules promulgated by the Ontario Securities Commission;

“Securities Authorities” means the Ontario Securities Commission and equivalent regulatory authorities in each other province and territory of Canada in which the Units are offered for sale;

“Selling Commission” means a selling fee to be paid by the Trust to registered dealers in respect of Series A Units pursuant to the Declaration of Trust as defined under the heading “Summary – Selling Commission”;

“Series” means a series of Units of the Trust;

“Series A Units” means the series of redeemable units of the Trust designated as the “Series A Units”;

“Series B Units” means the series of redeemable units of the Trust designated as the “Series B Units”;

“Series Expenses” means those expenses of the Trust that are attributable to a particular Series of Units of the Trust other than Common Expenses, as determined by the Manager-Trustee acting in good faith;

“Series F Units” means the series of redeemable units of the Trust designated as the “Series F Units”;

“Series G Units” means the series of redeemable units of the Trust designated as the “Series G Units”;

“Series I Units” means the series of redeemable units of the Trust designated as the “Series I Units”;

“Series NAV” or **“Series Net Asset Value”** in respect of any particular series of Units of the Trust is the portion of the Net Asset Value of the Trust attributed to such series determined in accordance with the Declaration of Trust;

“Series NAV per Unit” or **“Series Net Asset Value per Unit”** means the Series Net Asset Value attributable to each Unit in such Series. See *“Calculation of Net Asset Value - Calculation of Series Net Asset Value and Series Net Asset Value per Unit”*;

“SIFT Rules” has the meaning attributed thereto under “Certain Canadian Federal Income Tax Considerations”;

“Special Resolution” means a resolution consented to, in writing, by holders of more than 66⅔% of all outstanding Units of the Trust or where Series are differently affected by the resolution, then 66⅔% of each Series, or approved by at least 66⅔% of the votes cast by Unitholders present in person or by proxy at a meeting of Unitholders (or Unitholders of that Series) which has been duly called for that purpose and at which a quorum is present, as provided herein and excluding the votes of Units owned by the Manager or any Affiliate thereof in respect of any matter in which they have a financial interest (other than as Unitholders);

“Subscriber” means a subscriber for Units of the Trust. The terms “investor” and “purchaser” have the same meaning and all three terms are used interchangeably;

“Subscription Agreement” or **“Subscription Form”** means the subscription agreement for Units of the Trust;

“Subscription Price” means an amount equal to \$10.00 per Unit;

“Subscription Proceeds” means the gross proceeds to the Trust from the sale of the Units;

“Sub-Trust” means a subsidiary of the Trust, including a subsidiary established to issue Redemption Notes or for investment purposes of the Trust.

“Super Majority Resolution” means a resolution consented to, in writing, by holders of more than 70% of all outstanding Units of the Trust or units of the Partnership (as applicable), or where Classes or Series are differently affected by the resolution, then 70% of each Class or Series or approved by at least 70% of the votes cast by Unitholders present in person or by proxy at a meeting of Unitholders (or Unitholders of that Class or Series) which has been duly called for that purpose and at which a quorum is present, as provided herein and excluding the votes of Units owned by the Manager or any Affiliate thereof in respect of any matter in which they have a financial interest (other than as Unitholders);

“Tax Act” means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended, and the regulations thereunder;

“Taxable Income” of the Trust for a year means the **“taxable income”** of the Trust (as that term is defined in the Tax Act) determined without any gross-up in respect of taxable dividends from corporations resident in Canada and without deduction for distributions by the Trust to Unitholders during the year;

“taxation year” of the Trust means a **“taxation year”** of the Trust (as that term is defined in the Tax Act);

“Temporary Investment” means any of the following: (i) short-term investments of cash, which investments have a rating at the time of purchase of not less than R-1 (high) from Dominion Bond Rating Service Limited, not less than Aaa from Moody’s Investor Service, or the equivalent rating from another recognized rating agency; (ii) Canadian or U.S. dollar deposits or promissory notes, bills of exchange or other debt securities of or unconditionally guaranteed or accepted by the Government of Canada or by Canadian Schedule I chartered banks under the Bank Act (Canada) or by any province of Canada; or (iii) money market mutual funds that invest principally in investments described in one or more of the foregoing clauses (i) or (ii);

“Termination Date” means the date on which the Trust is terminated in accordance with the provisions of the Declaration of Trust;

“Trailer Fee” has the meaning attributed thereto under “Fees and Expenses – Trailer Fee”;

“Trust” means Forgestone Diversified Real Estate Trust 2026, the trust established pursuant to the Declaration of Trust to invest in the Partnership;

“Trustee” means Altrust Investments Solutions Inc. in its capacity as trustee of the Trust, or such other Person as may be appointed as replacement Trustee in accordance with the provisions of the Declaration of Trust;

“Trust Property” means the property and assets of the Trust held in trust by the Manager-Trustee for the Unitholders pursuant to the Declaration of Trust;

“Trust NAV” means the net asset value of the Trust determined by the Manager-Trustee or the Administrator in accordance with the Declaration of Trust;

“Unanimous Resolution” means a resolution consented to, in writing, by all Unitholders (or Series Unitholders as the case may be), or approved by 100% of the votes cast by Unitholders present in person or by proxy at a meeting of Unitholders (or Unitholders of a Series) which has been duly called for that purpose and at which a quorum is present, as provided herein and excluding the votes of Units owned by the Manager or any Affiliate thereof in respect of any matter in which they have a financial interest (other than as Unitholders);

“Unitholders” means those investors whose subscriptions to purchase Units offered by this Offering Memorandum are accepted by the Trust and thereafter at any particular time the persons entered in the register or registers of the Trust as holders of Units and the singular form means one such registered holder;

“Units” means, collectively, Series A Units, Series B Units, Series F Units, Series G Units, and Series I Units of the Trust;

“Unitholders of Record” has the meaning given to it in the Declaration of Trust;

“Valuation Date” means the last Business Day of each month or such other Business Day or days as the Manager may in its discretion designate for receiving subscription forms or requests for Redemption and includes any other day on which the Trustee or the Manager elects, in its discretion, to calculate the Net Asset Value per Unit; and

“Valuation Time” means 4:00 p.m. (Toronto time) or such other time as the Manager deems appropriate on each Valuation Date.

FORWARD LOOKING STATEMENTS

This Offering Memorandum contains forward looking statements. Often, but not always, forward looking statements can be identified by the use of words such as “plans”, “proposes”, “expects”, “estimates”, “intends”, “anticipates” or “believes”, or variations (including negative and grammatical variations) of such words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might” or “will” be taken, occur or be achieved. Forward looking statements involve known and unknown risks, uncertainties and other factors that may cause the Trust’s actual results, performance or developments to be materially different from any future results, performance or developments expressed or implied by the forward looking statements. Examples of such forward-looking statements include, but are not limited to: the timing and targeted level of distributions to Unitholders, the nature of the Trust and its affairs following the Offering, the volatility of the Real Estate Portfolio, the target allocations of the Trust’s assets, the targeted investment opportunities of the Trust.

Actual results, performance and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking statements contained in this Offering Memorandum. Such forward-looking statements are based on a number of assumptions that may prove to be incorrect, including, but not limited to: the completion of the Offering, the ability of the Partnership to receive sufficient income from investments held in the Real Estate Portfolio to fund its targeted distributions, the ability of the Asset Manager to effectively perform its obligations owed to the Partnership, continued growth in the securitization of real estate debt and equity, the potential for the Partnership to provide financing in certain markets for particular assets types, the availability of distressed acquisition opportunities, the availability of pricing inefficiencies in the market, the accuracy of the Partnership’s analysis and expectations regarding economic developments and the real estate markets in the relevant jurisdictions as well as the circumstances of each investment in an asset class, the growth of the size of the Partnership’s assets, the use of the net proceeds of the Offering by the Partnership, the value of the Real Estate Portfolio assets not experiencing unexpected fluctuations, interest rates not experiencing unexpected fluctuations, financial markets not experiencing unexpected volatility or illiquidity, the opportunity to invest alongside strategic partners, anticipated costs and expenses, competition and changes in general economic and political conditions.

While the Trust anticipates that subsequent events and developments may cause its views to change, the Trust specifically disclaims any obligation to update these forward looking statements, except as required by applicable law. These forward looking statements should not be relied upon as representing the Trust’s views as of any date subsequent to the date of this Offering Memorandum. Although the Trust has attempted to identify important factors that could cause actual results, performance or developments to differ materially from those described in forward looking statements, there may be other factors that cause results, performance or developments not to be as anticipated, estimated or intended. There can be no assurance that forward looking statements will prove to be accurate, as actual results, performance or developments could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward looking statements. The factors identified above are not intended to represent a complete list of the factors that could affect the Partnership. Additional factors are noted under “Risk Factors”.

INTERPRETATION

As used in this offering memorandum, unless the context otherwise indicates or requires, the term “**Trust**” is referring to the Trust, as managed by the Manager-Trustee and in the context of the Trust’s operations, is referring to the Trust’s operations as carried out by the Manager-Trustee on behalf of the Trust.

All dollar amounts in this Offering Memorandum are in Canadian dollars unless otherwise indicated.

Item 1 BUSINESS OF THE TRUST AND OTHER INFORMATION AND TRANSACTIONS

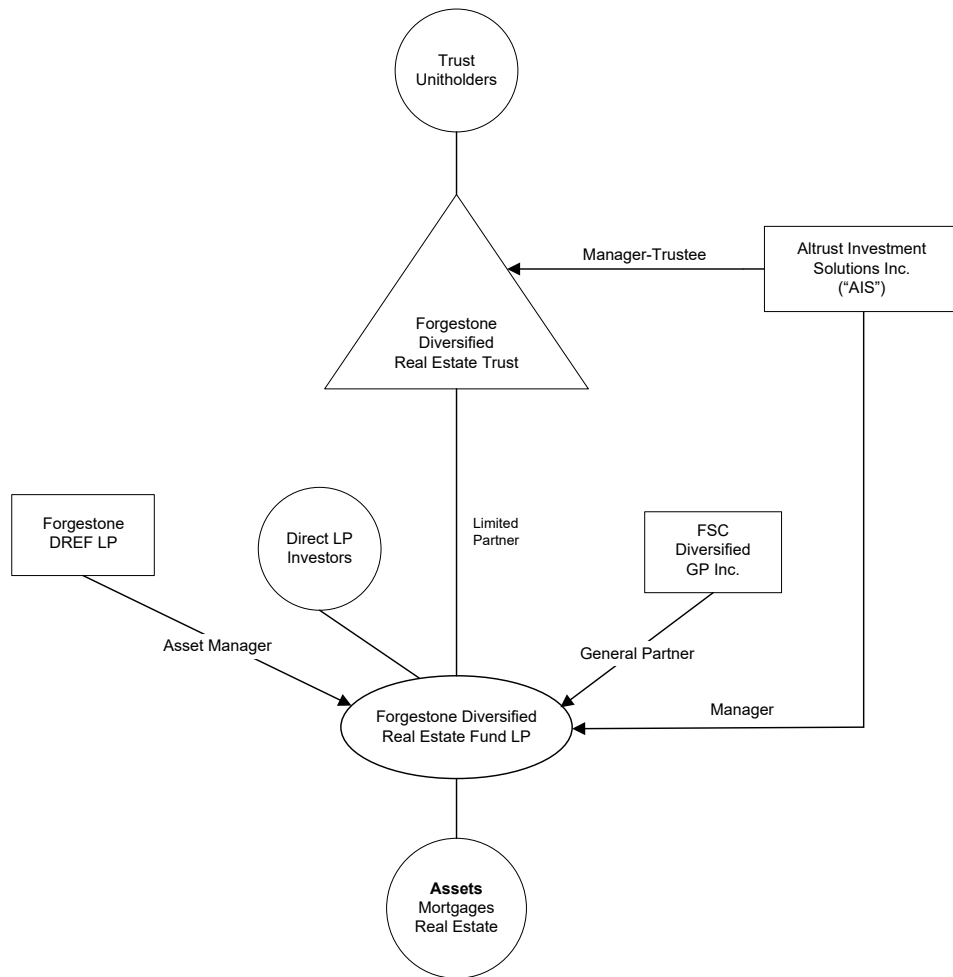
1.1 Structure

Forgestone Diversified Real Estate Trust 2026 (the “Trust”) is an Ontario mutual fund trust established to invest in the Partnership.

Forgestone Diversified Real Estate Fund L.P. (the “Partnership”) is a limited partnership formed under the laws of the Province of Ontario and governed by a limited partnership agreement (the “Partnership Agreement”) dated October 28, 2025 (as amended from time to time) between FSC Diversified GP Inc. as general partner of the Partnership (the “General Partner”), the limited partners identified therein, and each party who, from time to time, becomes a limited partner as a result of holding LP Units (each, a “Limited Partner”).

The Partnership may from time to time hold one or more investments made by it indirectly through various subsidiary entities (including, but not limited to, corporations, partnerships and/or limited partnerships) as determined appropriate by the General Partner. The General Partner may determine it appropriate to hold investments in this manner from time to time for various purposes, including those related to taxation matters.

The relationship among the Trust, the Partnership and the Real Estate Portfolio is illustrated below.



1.2 Our business

1.2.1 Investment Objectives

The Trust's investment objectives ("**Investment Objectives**") are to: (a) provide holders of Units ("**Unitholders**") with monthly distributions; and (b) deliver upside returns through capital appreciation, on a risk-adjusted basis. The Trust will seek to accomplish its Investment Objectives by investing in units of the Partnership to obtain exposure to the Real Estate Portfolio.

The Partnership's investment objectives are to: (a) provide Limited Partners with monthly distributions; and (b) deliver upside returns through capital appreciation, on a risk-adjusted basis.

1.2.2 The Partnership Portfolio

The Partnership has been formed to invest in an actively managed, diversified real estate private equity and debt portfolio, including but not limited to, direct interests in real estate, mortgages and other real estate related debts, investments and hybrid instruments (such as preferred shares and convertible debentures) and investment partnerships (the "**Real Estate Portfolio**"). **There is no assurance that the Partnership will achieve its investment objectives. Distributions will commence after the investment of the net proceeds of the initial closing of the Offering (the "ramp-up period") when the Asset Manager determines that the Partnership has sufficient distributable cash flow. The Asset Manager does not anticipate the ramp-up period will exceed 90 days.**

Pending investment in the Real Estate Portfolio, substantially all of the net proceeds of the Offering, from time to time, will be invested in liquid Temporary Investments and managed by the Manager.

The Partnership seeks to accomplish its investment objectives by:

- (a) investing across the capital structure of private debt and equity products in order to combine the inflation-hedged benefits of real estate equity with the stability of consistent, yield-generating real estate debt;
- (b) actively managing the asset allocation between debt and equity as interest rates, capitalization rates and real property valuations change over time;
- (c) altering the make-up of the portfolio based on forward looking real estate fundamentals, with the aim of taking advantage of both acquisitions and lending opportunities in advance of broader, accelerated market participation;
- (d) focusing on growth markets, with the aim of outperforming secondary locations on a risk-adjusted basis over the medium-to-long term; and
- (e) investing alongside Forgestone Capital's established institutional client base and funds, either directly or through joint ventures, including investments in general partner interests.

The Partnership invests in equity and debt backed by real estate across most property types, which may from time to time include, but are not limited to, industrial, retail, multi-residential apartments, condominiums, offices and alternatives such as student housing, self-storage and selective development opportunities across such property types. The investments shall be located in Canada, primarily in the major gateway cities of Toronto and Vancouver, with smaller strategic allocations planned for Montreal, the major cities in Alberta and a select handful of other growth markets in Canada.

The intent is to focus on geographic markets with high investor and lender interest. The Partnership's debt investments will focus on proven borrowers with a track record of success and strong balance sheet support. The Partnership's equity investments will aim to capitalize on the real estate market dislocation over the past 24 months and the lack of liquidity that continues to exist. The emphasis will be on strong reoccurring yields with tangible upside through active asset management involving the broader Forgestone platform, in addition to capital appreciation as the market recovers. In conjunction with the focus on these

investment opportunities, the Partnership may invest directly or indirectly through other investment entities for whom the Asset Manager acts as asset manager, may co-invest alongside such entities or with other institutional clients of the Asset Manager, to the extent that the Partnership can achieve access to investments that would otherwise be unavailable to it, or where the Asset Manager can achieve structural or tax efficiencies for the Partnership, provided that any such investment structure or co-investment will not allow for the duplication of management or incentive fees payable to the Asset Manager. Such investment opportunities may include investments structured as an interest in the management company or the general partner of the entity that owns or controls an underlying portfolio investment.

1.2.3 Investment Strategies

The objective for the Partnership is to build a dynamic real estate portfolio generating monthly distributions, coupled with capital appreciation upside. The Asset Manager believes that its ability to invest throughout the capital stack – common equity, preferred equity, mezzanine debt, debt, and other structured products – will assist the Partnership in capitalizing on market opportunities and pricing inefficiencies.

Real Estate Debt

The Partnership invests in debt collateralized by real estate directly or issued by entities that primarily own real estate. The rapid rise in interest rates globally to offset inflationary pressures following the Covid-19 pandemic coupled with a reduction in lending appetite of banks, insurance companies and pension funds has caused tremendous disruption and loss of traditional debt capital sources. The Asset Manager believes that the current economic conditions create an opportune time to capitalize on mispriced risk in the commercial real estate lending market.

In order to be successful, the Asset Manager will:

- Capitalize on its knowledge and experience as an active real estate investor and brings these real-time insights when making debt investments;
- Capitalize on the Asset Manager's longstanding relationships with active real estate investors who have different financing needs over time across their own portfolios of assets;
- Lend to experienced and qualified investors that require funding for their business plans; and,
- Provide market loan terms that combine flexibility required by borrowers in order for them to achieve their investment strategies while protecting the Partnership's interests to ensure timely repayment and capital preservation.

Some examples of debt investments that the Partnership may invest in include:

Income Producing Property Debt Investments – These types of investments will be predominantly first ranking loans or low ratio second ranking loans to borrowers that require funding for their business plans who are generally in a (1-5 year) transitional phase of the investment process. Examples could be a redevelopment or expansion of a property, lease-up of vacant space, re-leasing space that is below the current market rental rates, or rezoning to a use with higher value. The Asset Manager believes that lending against these types of properties where there is existing (or near term) rental income, are typically more liquid and provide greater security for mortgage loans and have a lower probability of default.

Pre-development Loans – These types of debt investments may be secured by projects that will be developed at a later date. These debt investments will be first ranking loans and be at low loan to value ratios based on current market valuations. The focus is on future industrial or residential uses, in locations near highways and, public transit, which have strong amenities and labor pools. These investments will be extended to borrowers who are experienced developers and, who are well capitalized and have a well defined repayment strategy.

The Partnership is permitted to enter into mortgage loan syndications and may sell all or a portion of an interest in one or more debt investments to, or purchase all or a portion of an interest in one or more debt investments from, other lenders. The Partnership's interest in any such debt investment may be in a priority, *pari passu* or subordinated position to other co-lenders. Syndicating loans may reduce the Partnership's exposure in respect of any one loan investment, can provide yield enhancement and access to lower risk debt investments.

Real Estate Equity

The Partnership invests in real estate directly or in privately held companies and limited partnerships that predominantly own real estate. The Asset Manager targets a blend of core-plus, value-add and opportunistic real estate investments through various "asset specific" strategies more broadly defined below:

Asset Repositioning – investments in assets where significant renovations | repositioning is required to improve the competitiveness of the asset which is expected to lead to one or more of: higher rents, lower operating costs, lower capitalization rate and ultimately higher value.

Lease-Up – investments in assets with in-place or upcoming vacancy where value can be added by repositioning and re-leasing the asset.

Development – investments in ground up developments with established and reputable, sponsors in growth markets with attractive fundamentals.

When analyzing equity investments for the Partnership, the Asset Manager focuses on investments where it believes value can be created based on improvements to net operating income and which is not dependent solely on improvements in market valuations to drive the performance/returns. Key attributes associated with investment strategy include:

- Acquiring assets below replacement cost / market value
- Focusing on geographies and assets with strong demographic profiles and tangible rental growth. Industrial and necessity based retail centres are the primary "short term" focus.
- Co-investment with like minded investors and partners to enhance deal flow and mitigate risk.
- Sourcing conventional financing terms that match the profile and business plans for each independent investment.
- Participating in "selective" joint venture developments (primarily industrial or purpose built rental projects, that can achieve the appropriate spread / profit margin in today's market.
- Utilizing structured products (mezzanine debt / preferred equity) which "de-risk" the development by prioritizing our interest payments and capital in advance of the development partners.
- Capitalizing on the Asset Manager's established relationships with developers, partners and institutional investors in order to access "premium" real estate opportunities (typically "off-market") that are rarely available to the broader private investor marketplace.

Active Management

With the belief that attractive investment returns are achieved by being an active manager, since 2013 the Asset Manager and its affiliates have focused on building a full-service asset management platform focused on identifying real estate investment opportunities that fit a value-oriented investment philosophy, and that benefits from an active management style. The Asset Manager positions the Real Estate Portfolio pursuant to the investment guidelines and policies established from time to time by the General Partner that are consistent with the investment objectives, strategies and restrictions of the Partnership.

Active management includes, but is not limited to:

- searching for premier real estate in prime locations in Canada's major cities;
- searching for attractively priced alternatives to invest in across the capital structure;
- adjusting the debt/equity asset allocation mix to take advantage of macro-economic trends and deliver attractive risk-adjusted rates of return;
- monitoring the cyclical and secular trends in local markets to determine where to allocate capital in order to maximize total return; and,
- selling assets that have attained their fair market value and reinvesting proceeds into other areas.

Risk Management

The Partnership manages risk and minimizes volatility by:

- building a diversified Real Estate Portfolio comprised of private secured loans to real estate investors and real estate entities, and real estate assets;
- investing in securities across the capital structure of debt and equity instruments including corporate debt, preferred shares, convertible debentures, mortgages, and common equity that have low correlations relative to one another;
- mitigating liquidity risk by maintaining relationship with various lenders, monitoring cash flow, budgets and forecasts, incorporating sufficient contingencies, and by retaining sufficient cash to fund payables as they become due;
- mitigating risk of credit loss by ensuring that its tenant and borrower mix is diversified, by limiting exposure to any one tenant or borrower, by conducting thorough credit assessments of new tenants and borrowers, and taking tenant deposits and borrower guarantees where warranted;
- closely monitoring local market conditions to identify investment opportunities in the major gateway cities and surrounding areas in Canada; and
- actively managing the Real Estate Portfolio, including continually reviewing the asset mix and actively searching for opportunities across the capital structure.

The Asset Manager believes that this approach shall reduce the overall volatility of the Partnership. The price of debt and equity react differently to economic events and interest rates, different real estate asset classes have different lease lengths and demand elasticity, and individual markets are influenced by local supply and demand dynamics. These factors assist the Asset Manager in constructing a portfolio with investments having low correlations to each other, thereby assisting to reduce the volatility of the Partnership.

Use of Derivatives

The Partnership may invest in or use derivative instruments, other than commodity derivatives, for hedging purposes consistent with its investment objectives and investment strategies and subject to its investment restrictions. For example, the Partnership may use derivatives with the intention of hedging a floating rate of interest on borrowed funds into a fixed rate. No assurance can be given that the Partnership will be hedged from any particular risk from time to time.

Leverage

The Partnership may utilize various forms of leverage including loan facilities with one or more Canadian or non-domestic banks, life insurance companies, or financial institutions that allow the Partnership to borrow funds from time to time as the Asset Manager determines appropriate. In connection with such borrowing, the Partnership may grant security over the assets of the Partnership. The aggregate amount of borrowing by the Partnership may not exceed 65% of the aggregate value of the Total Assets of the Partnership at the time of borrowing. In the event that such borrowing exceeds 65% of Total Assets, the Asset Manager will take reasonable measures to reduce such borrowings below 65% of the Total Assets of the Partnership. In some instances, the Partnership may choose to diversify its risk by syndicating a portion of a mortgage investment with another lending group. For clarification, any such syndication shall be excluded from the aggregate amount of borrowing.

Investment Through Intermediary Vehicles

Investments may be made by the Partnership through intermediary vehicles, including, without limitation, special purpose or joint ventures, general or limited partnerships, limited liability companies or corporations. Such vehicles will be real estate holding entities but not operating entities. The Partnership may seek to fully control such intermediary vehicles, but may also hold investments through joint ventures where the Partnership will have a viable mechanism for exiting the venture within a reasonable period of time. Certain officers and directors of the Asset Manager or its affiliates may participate on boards of and take on active management roles as officers of intermediary vehicles. The underlying investments of the intermediary vehicle should be treated as if they were direct investments made by the Partnership.

Security Interests and Guarantees

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

1.3 Development of Business

The Trust was formed to provide investors with exposure to the Real Estate Portfolio held by the Partnership and Units that are a qualified investment for Registered Plans. The Partnership was formed pursuant to the filing of a declaration of limited partnership on March 27, 2025 and is governed by the Partnership Agreement.

1.4 Long Term Objectives

1.4.1 General

The long term objectives of the Trust and the Partnership are to: (a) provide investors monthly distributions; and (b) deliver upside returns through capital appreciation, on a risk-adjusted basis. The Trust will seek to achieve these objectives by investing in the Partnership. The Partnership will seek to achieve these objectives by investing in an actively managed, diversified real estate private equity and debt portfolio using the available funds raised pursuant to this Offering and the concurrent Partnership offering and any debt that may be provided by Canadian chartered banks or alternative lenders.

The Trust anticipates continuing to raise funds under this Offering for the foreseeable future and investing substantially all available net proceeds raised directly or indirectly in the Partnership and the Partnership will invest in the Real Estate Portfolio as opportunities arise for such investment.

1.5 Material Agreements

1.5.1 Material Agreements of the Trust

The only material agreement of the Trust is the declaration of trust dated January 15, 2026 establishing the Trust under the laws of the Province of Ontario (the “**Declaration of Trust**”).

1.5.1.1 Declaration of Trust

This summary of the Declaration of Trust is qualified in its entirety by the terms of the Declaration of Trust. Potential investors are encouraged to review the full text of the Declaration of Trust that is available on request from the Manager-Trustee.

Redemption of Units

Early Redemption Charge

An investment in Units of the Trust is intended to be a long-term investment. Units redeemed within twelve months of purchase will be subject to an early redemption charge equal to 5% of the Net Asset Value of the Units so redeemed. The redemption charge is based on, and deducted by the Administrator from, the Net Asset Value of the Units on the Redemption Date together with any other Redemption Costs.

The early redemption charge does not apply to Units acquired through the DRIP.

Redemptions by Unitholders

Subject to the below, for any Series of Units, a Unitholder may request to have some or all of its Units redeemed by the Trust (a “**Redemption Request**”) as of last Business Day in March, June, September and December of each year, or on such other date as the Manager-Trustee may determine, (each, a “**Redemption Date**”) at a redemption price per Unit equal to the applicable NAV per Unit as determined pursuant to the Declaration of Trust on the applicable Redemption Date less Redemption Costs (the “**Redemption Amount**”).

Each Unitholder who has delivered a Redemption Notice or whose Units are required to be redeemed, shall be paid the aggregate Redemption Amount equal to the applicable Net Asset Value per Unit as of the applicable Redemption Date, multiplied by the number of Units to be redeemed, less Redemption Costs (the “**Redemption Amount**”) and the Trust concurrently shall pay to such Unitholder the proportionate share attributable to such Units of any distribution of Net Income of the Trust which has been declared and not paid prior to the applicable Redemption Date.

The Administrator of the Trust shall, upon any redemption of Units, deduct from the Series Net Asset Value per Unit of the Units being redeemed, an amount equal to any accrued and applicable fees and taxes payable by the Unitholder to the Trust, any applicable early redemption charge and costs incurred by the Trust to generate the liquidity necessary to make the redemption payment including any land transfer taxes payable in connection with the Partnership’s assets allocated to the Trust as a result any corresponding redemption of LP Units to fund such redemption of Trust Units (the “**Redemption Costs**”).

Exercise of Redemption Privileges

A request for redemption and all necessary documents relating thereto, must be submitted by the Unitholder to the Trust’s registrar and transfer agent in writing, or by electronic notice if settling through the Fundserv system (each, a “**Redemption Notice**”), by 4:00 p.m. (Toronto time) on a Business Day which is at least 60 days prior to the applicable Redemption Date (the “**Redemption Notice Deadline**”). A Redemption Notice shall be irrevocable (except as otherwise provided in the Declaration of Trust) and shall contain a

clear request by the Unitholder that a specified number of Units be redeemed or stipulate the gross dollar amount which the Unitholder requests to be paid.

Payment of the Redemption Amount will be made within 30 days following the applicable Redemption Date, subject to the limits on redemptions described herein. Payment of the Redemption Amount will be made using the Fundserv system unless the Unitholder purchased its Units through the Manager-Trustee, acting as exempt market dealer, in which case payment will be made by cheque or wire transfer.

Any unpaid distribution payable on or before the Redemption Date in respect of the redeemed Units will be paid on the same day as the redemption proceeds are paid.

Until such time as they are redeemed, the portion of any redemption requests that are not satisfied on a Redemption Date will remain invested in, and therefore still subject to the risks of, the Trust.

Notwithstanding and without limiting any of the provisions contained herein, the Manager-Trustee, in its sole discretion, may require the redemption of all or any part of the Units held by a Unitholder at any time, all as more particularly set out in the Declaration of Trust.

Any expense associated with the preparation and delivery of the Redemption Notice will be for the account of the Unitholder exercising the redemption privilege.

Any Redemption Notice that the Manager-Trustee determines to be incomplete, not in proper form or not duly executed will, for all purposes, be void and of no effect and the redemption privilege to which it relates will be considered, for all purposes, not to have been exercised thereby.

Limitation and Suspension of Redemptions

Cash available for redemptions on any quarterly Redemption Date is limited to (i) 5% of the Net Asset Value of the Trust as at the last Business Day of the previous calendar quarter less (ii) cash distributions paid or payable in the current calendar quarter (the "**Redemption Cap**"). If cash required to fund Redemption Notices validly tendered in respect of any Redemption Date exceeds the Redemption Cap (i) cash distributions that have been declared but unpaid will be paid out in priority to redemption proceeds, and (ii) each Unitholder that validly tendered a Redemption Notice will receive a pro rata portion of the Redemption Cap amount based on the Series NAV per Unit and number of Units of each Series specified in such Unitholder's Redemption Notice (calculated to four decimal places).

The Trust will only be obligated to redeem Units included in a Redemption Notice for cash to the extent that it will be able to fund such redemption through a redemption for cash of LP Units. Accordingly, the Manager-Trustee will only pay cash proceeds in respect of any Redemption Requests submitted by a Unitholder to the extent that the Partnership has accepted the corresponding redemption request for LP Units submitted and such Redemption Request is satisfied in cash.

The portion of any Redemption Notice that is limited or prohibited as a result of the Redemption Cap or any other redemption limitation shall be paid by the Trust in Redemption Notes if a Unitholder expressly elects to receive Redemption Notes in its Redemption Notice; otherwise, the Trust will not deliver Redemption Notes to satisfy the payment of proceeds of redemptions and the Unitholder will be deemed to have elected to withdraw the portion of the Redemption Notice made in respect of such Redemption that would have been satisfied by the Unitholder receiving Redemption Notes. In the event of such a withdrawal of the portion of the Redemption Notice with respect to the amount of Units that will not be satisfied in cash, such amount in the Redemption Request will be cancelled and will not continue or carry over to any subsequent Redemption Date. "**Redemption Notes**" means unsecured subordinated promissory notes issued by the Partnership or a Sub-Trust in a principal amount equal to 95% of the NAV per Unit of the Units that are being redeemed as of the applicable Redemption Date, times the number of Units at such date that are subject to the Redemption Cap or any other redemption limitation.

The Redemption Notes shall have a maturity date of up to five years from the date of issuance (the “**Maturity Date**”), and shall bear interest from the date of issuance at a rate determined monthly equal to the rate applicable to a 5-year Government of Canada Bond plus a spread of up to 50 basis points to be determined at the discretion of the Manager-Trustee, at or shortly before the time of issuance of the Redemption Note. The interest accruing shall be payable monthly during the term of the Redemption Note from proceeds available for distributions as contemplated under the Partnership Agreement or the proceeds of distributions received by a Sub-Trust, as applicable, on the 15th day of each subsequent month with all principal being due on the Maturity Date. Notwithstanding the foregoing, interest on the Redemption Note may be deferred on any such payment date if the Partnership or Sub-Trust does not have sufficient cash to pay such interest and any other Trust Expenses attributable to the Partnership or such Sub-Trust, as determined in the Manager-Trustee’s sole discretion. At any time, the Partnership or Sub-Trust shall be permitted to prepay all or any part of the outstanding principal of any Redemption Note without notice or bonus. Other terms of the Redemption Notes will be determined by the General Partner and Manager-Trustee, in their sole discretion, prior to the issuance thereof.

To redeem any Units (whether or not such Units were subject to a withdrawn Redemption Notice) on a subsequent Redemption Date, Unitholders must submit a new Redemption Notice on or prior to the Redemption Notice Deadline for such subsequent Redemption Date, subject to the Redemption Cap on such date. The redemption of Units under such cancelled and resubmitted Redemption Notices will not have priority over the redemption of Units under other Redemption Notices submitted for the subsequent Redemption Date.

Net Asset Value of the Trust for the purposes of determining the Redemption Cap will be calculated as of the last Business Day of the previous calendar quarter.

Notwithstanding the foregoing limitations on redemptions, the Manager-Trustee may, in its sole discretion, waive the above limitations in respect of all Units tendered for redemption in respect of any one or more Redemption Dates.

Redemptions of Units are permitted on a quarterly basis and there are circumstances where the Manager-Trustee may limit, suspend, or otherwise restrict a Unitholder’s right to redeem all or part of its Units, as described in the Declaration of Trust and may limit, suspend, or otherwise restrict a Unitholder’s right to redeem all or part of its Units in the Trust for cash in certain circumstances, including where the Partnership has limited, suspended, or otherwise restricted redemptions, thereby restricting the Trust’s ability to redeem its interest in the Partnership.

Redemption Notes received as a result of a redemption of Units will not be a qualified investment for Registered Plans. As such, proceeding with a redemption of Units owned by such a Registered Plan to be paid for with Redemption Notes will generally give rise to significant adverse consequences to such Registered Plan or the planholder under that Registered Plan. Annuitants of an RRSP or RRIF, holders of a TFSA, FHSA or RDSP, and subscribers of a RESP should consult their own tax advisors as to whether the Units will be a “prohibited investment” in their particular circumstances.

Minimum Holding Amount

A Unitholder that has less than all of its Units redeemed must maintain a minimum account balance after the redemption is effected, the amount of which is (i) \$10 million for Series I Units; (ii) \$100,000 for Founders Series Units and (iii) \$25,000 for Series A Units and Series F Units, in each case, based on the aggregate net asset value per Unit of all Units of the relevant Series held by a Unitholder. If a Unitholder requests the redemption of a number of Units that would cause the aggregate net asset value of the Unitholder’s Units (of the relevant Series) to fall below the required minimum, the Manager-Trustee reserves the right to reduce the amount to be redeemed from the Unitholder so that the required minimum balance is maintained. Alternatively, the Manager-Trustee may reclassify such Series I Units or Founders Series Units held by the particular Unitholder as such number of Units of another Series of the Trust that the Unitholder is eligible to hold having an aggregate equivalent net asset value or, in the case of Series A Units and Series F Units, cause the Trust to redeem all of such a Unitholder’s Units (of the relevant Series) in the Trust. The Manager-

Trustee, as applicable, may waive, increase or decrease the minimum account balance from time to time in its discretion.

In-Kind Redemptions; Compulsory Redemption

A Unitholder may redeem its Units, by giving notice to the Manager-Trustee at least 60 calendar days prior to the last Business Day in March, June, September and December of each year, in exchange for LP Units (the “**In-Kind Redemption**”).

The Manager-Trustee may compulsorily redeem or cause to be redeemed all or any portion of a Unitholder’s Units at any time and on such terms as the Manager-Trustee, in its discretion, deems appropriate. In certain circumstances, such Unitholder will be liable for any deduction, redemption charge or other fee and any losses, costs and expenses incurred by the Fund, the Unitholders, the Manager-Trustee or any Partnership parties in connection with the redemption of Units or the continued holding of Units by such Unitholder, and the proceeds of redemption received by such Unitholder may be reduced by such amounts and may be in the form of cash, Redemption Notes or other securities as determined by the Manager-Trustee.

LP Units received as a result of an In-Kind Redemption of Units will not be a qualified investment for Registered Plans. As such, proceeding with a redemption of Units owned by such a Registered Plan to be paid for with LP Units will generally give rise to significant adverse consequences to such Registered Plan or the planholder under that Registered Plan. Annuitants of an RRSP or RRIF, holders of a TFSA, FHSA or RDSP, and subscribers of a RESP should consult their own tax advisors as to whether the Units will be a “prohibited investment” in their particular circumstances.

Responsibilities of the Manager-Trustee

The Trust has retained the Manager-Trustee to manage and administer the day-to-day business and affairs of the Trust. The Manager-Trustee is responsible for providing managerial, administrative and compliance services to the Trust pursuant to the Declaration of Trust, including, without limitation, acquiring or arranging to acquire and making or arranging to make additional subscriptions for LP Units, calculating the Trust NAV and NAV per Unit (as sub-contracted to the Administrator), net income and net realized capital gains of the Trust, authorizing the payment of operating expenses incurred on behalf of the Trust, preparing financial statements and financial and accounting information as required by the Trust, ensuring that Unitholders are provided with financial statements and other reports as are required by applicable law from time to time, ensuring that the Trust complies with regulatory requirements, preparing the Trust’s reports to Unitholders, determining the amount of distributions to be made by the Trust and negotiating contractual agreements with third-party providers of services, including the auditor of the Trust. The Manager-Trustee may from time to time employ or retain any other person or entity to perform, or to assist the Manager-Trustee in the performance of management services to all or any portion of the Trust’s assets and in performing other duties of the Manager-Trustee as set out in the Declaration of Trust.

Altrust Investment Solutions Inc. is the Manager-Trustee of the Trust pursuant to the terms and conditions set out in the Declaration of Trust.

The powers, authorities and responsibilities of the Manager-Trustee are limited to those expressly set forth in the Declaration of Trust. The Manager-Trustee is responsible for holding Trust Property in trust for the benefit of the Unitholders and subject to the terms of the Declaration of Trust.

The Declaration of Trust provides that the Manager-Trustee will be liable in carrying out its duties under the Declaration of Trust as a result of its willful misconduct, bad faith, or gross negligence or disregard of its obligation to act honestly, in good faith and in the best interests of the Trust and Unitholders. In addition, the Declaration of Trust contains other customary provisions regarding the liability, indemnification and reimbursement of the Manager-Trustee.

The Manager-Trustee will receive fees from the Trust for acting as trustee of the Trust, and will be reimbursed by the Manager for all expenses and liabilities, which are properly incurred by the Manager-Trustee in connection with the activities of the Trust.

The Trust has retained the Manager-Trustee to manage and administer the day-to-day business and affairs of the Trust. The Manager-Trustee is responsible for providing managerial, administrative and compliance services to the Trust pursuant to the Declaration of Trust, including, without limitation, acquiring or arranging to acquire and making or arranging to make additional subscriptions for LP Units, calculating the Trust NAV and NAV per Unit (as sub-contracted to the Administrator), net income and net realized capital gains of the Trust, authorizing the payment of operating expenses incurred on behalf of the Trust, preparing financial statements and financial and accounting information as required by the Trust, ensuring that Unitholders are provided with financial statements and other reports as are required by applicable law from time to time, ensuring that the Trust complies with regulatory requirements, preparing the Trust's reports to Unitholders, determining the amount of distributions to be made by the Trust and negotiating contractual agreements with third-party providers of services, including the auditor of the Trust. The Manager-Trustee may from time to time employ or retain any other person or entity to perform, or to assist the Manager-Trustee in the performance of management services to all or any portion of the Trust's assets and in performing other duties of the Manager-Trustee as set out in the Declaration of Trust.

The Manager-Trustee is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Trust and in connection therewith, perform the duties of a manager and trustee to the standard of care a reasonably prudent person would exercise in the circumstances.

The services of the Manager-Trustee are not exclusive and nothing in the Declaration of Trust or any agreement prevents the Manager-Trustee from providing similar services to other funds and other clients (whether or not their investment objectives and policies are similar to those of the Trust) or from engaging in other business activities.

The Manager-Trustee has the right to resign as manager and trustee of the Trust by giving notice in writing to Unitholders not less than 90 days prior to the date that the resignation is to take effect. The Manager-Trustee will resign if requested to do so by the Asset Manager (i) pursuant to the terms of the Cooperation Agreement or (ii) in the event that it ceases to qualify as Manager-Trustee and the Asset Manager proposes a replacement trustee concurrently with submitting the resignation request. Any such resignation or removal shall only become effective upon the acceptance of appointment of a successor trustee.

The Manager-Trustee or any successor trustee shall be deemed to have resigned and no prior notice shall be required if the Manager-Trustee or any successor cease to be a resident in Canada for the purposes of the Tax Act; if the Manager-Trustee or a successor trustee makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency; if the Manager-Trustee or a successor trustee has been declared bankrupt or insolvent or has entered into a liquidation or is winding up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reconstruction); or if the assets of the Manager-Trustee or a successor trustee are seized or confiscated by any public or governmental authority.

If the Manager-Trustee or any successor trustee, in accordance with the Declaration of Trust, delivers notice of its resignation, is deemed to have resigned or is removed by the Asset Manager pursuant to the Cooperation Agreement, its successor who is nominated by the Asset Manager must be approved by Unitholders holding a majority of outstanding Units of the Trust either in writing or at a meeting duly called for such purpose. If no successor has been appointed within 90 days of such notice or after the Manager-Trustee or any successor trustee have been deemed to have resigned, the Manager-Trustee, the trustee, the Asset Manager or any Unitholder may apply to a Court for the appointment of a successor trustee. Notwithstanding the foregoing, Unitholder approval shall not be required to approve the appointment of a Person as a successor trustee where: (i) such Person is a trust company duly authorized to carry on business as a trust company in the relevant jurisdictions; or (ii) the Asset Manager requests the Manager-Trustee to appoint the Asset Manager or one of its affiliates as the replacement trustee and/or manager of

the Trust, provided that such Asset Manager entity is duly registered, if applicable, in the appropriate category(ies) as may be required by applicable law at the date of appointment.

The Manager-Trustee may be asked to resign in connection with a Change of Manager Event as described below under “Cooperation Agreement - Change in Manager Event”.

Cooperation Agreement - Change in Manager Event

The Manager and the Asset Manager agreed to cooperate on the formation and launch of the Funds pursuant to the terms of a cooperation agreement between the Manager and the Asset Manager dated December 20, 2024 (the “**Cooperation Agreement**”). The Cooperation Agreement has an initial term of three years (the “**Initial Term**”) from the launch of the initial Fund and will be renewed automatically for successive one-month terms unless a party provides the other party with at least six (6) months’ written notice prior to the expiry of the applicable term that it does not intend to renew the Cooperation Agreement. The Cooperation Agreement contains covenants, restrictions, representations, and warranties with respect to the relationship between the parties and a standard of care with respect to each of the Manager and the Asset Manager. Pursuant to the Cooperation Agreement, the Asset Manager consents to the use of its name and associated items by the Manager in connection with the Funds.

The Cooperation Agreement provides for a change of manager of the Funds if the Cooperation Agreement is terminated in certain circumstances, the Manager resigns, or the Asset Manager requests the Manager to resign, as summarized below (each a “**Change in Manager Event**”).

The Asset Manager may request that the Manager resign as manager of the Partnership and as trustee and manager of the Trust and any Sub-Trust at any time following the earlier of (i) the termination of the Cooperation Agreement and (ii) the expiry of the Initial Term; provided that the Asset Manager shall provide six (6) months prior written notice of the Change in Manager Event (which notice may be given during the Initial Term to coincide with the expiry of such period).

In the event of a Change in Manager Event, the Manager shall resign and a replacement trustee and/or manager shall be appointed in accordance with the Cooperation Agreement, which provides, inter alia, that the Asset Manager may request the Manager to appoint the Asset Manager or one of its affiliates as the replacement trustee and/or manager of the Partnership, the Trust and any Sub-Trust, provided that such Forgestone entity is duly registered, if applicable, in the appropriate category(ies) as may be required by applicable law at the date of appointment, that the Asset Manager may request that the Manager appoint a duly qualified, third party professional trustee as the replacement trustee of the Trust and any Sub-Trust, and that the Asset Manager may request that the Manager convene a meeting of unitholders of one or more of the Funds (or, in lieu of such a meeting, conduct a consent solicitation) to approve a change of trustee and/or manager to a replacement candidate as determined by the Asset Manager.

Following the occurrence of a Change of Manager Event, the Manager shall promptly take all necessary steps to amend and restate the Management Agreement and the declaration of trust of each of the Trust and any Sub-Trust to provide for the replacement manager of the Partnership, the Trust and any Sub-Trust, the replacement trustee of the Trust and any Sub-Trust, and, if required, to convene a special meeting of unitholders of the Partnership and the Trust or conduct one or more consent solicitations.

The Manager shall promptly take all steps reasonably required to assist the General Partner to terminate the Partnership in accordance with the Partnership Agreement if, following consultation with the Asset Manager, the Asset Manager advises the General Partner that it has determined that it is no longer economically practical to continue the Partnership.

The Cooperation Agreement also contains other customary termination provisions for agreements of this nature, including termination in the event of material breach, in the event of the bankruptcy, insolvency, or like circumstance with respect to the Asset Manager or Manager, in the event of wilful misconduct, fraud or

negligence of the Asset Manager or Manager, or in the event the Manager ceases to be registered or licensed as required to perform its management services in connection with the Funds, as applicable.

Redesignation of Units

A Unitholder in one Series may request to have its Units redesignated into Units of another Series upon at least 15 Business Days' written notice of such request to the Manager-Trustee in a form acceptable to the Manager-Trustee (based on the relative Series Net Asset Value per Unit of each such Series of Units), which request may be approved or rejected in the Manager-Trustee's sole discretion, and which redesignation (if approved) will be effected on the first day of the month following such 15 Business Days' notice.

If a particular Unitholder ceases to be eligible to hold Units of a particular Series, the Manager-Trustee may, at its discretion, reclassify such Units held by the particular Unitholder as such number of Units of another Series of the Trust that the Unitholder is eligible to hold having an aggregate equivalent net asset value. Such reclassification shall be made as of the next Valuation Date.

No Certificates

An investor who purchases Units will receive a customary confirmation from the registered dealer from or through whom Units are purchased in accordance with the book-based system. No physical paper certificates for Units will be issued.

Investment Restrictions

The investments of the Trust are restricted to its investments in the Partnership, a Sub-Trust and any other Intermediate Entity, Temporary Investments, cash and cash equivalents.

Calculation of Net Asset Value:

The Manager-Trustee or, if applicable, the administrator of the Trust (the "**Administrator**") will calculate the Net Asset Value, the Series Net Asset Value and the Series Net Asset Value per Unit as set out below, which is expected to be calculated once each month as of the last Business Day of each month and may also be calculated on such other date as determined by the Manager-Trustee, in its sole discretion (each a "**Valuation Date**"). The Class R LP Units, Class S LP Units, Class T LP Units and Class U LP Units of the Partnership are reserved for issuance to the Trust, accordingly the Manager-Trustee or the Administrator will make such calculations following receipt by the Trust of the net asset value of each such class of LP Units, as applicable, which will be adjusted for any expenses or liabilities incurred by the Trust and any assets of, or income received by, the Trust.

Computation of Net Asset Value

- (a) The Net Asset Value of the Trust as at any particular time on a Valuation Date is the value as at such time of all assets of that Trust minus all of the liabilities of that Trust as at such time. In calculating the Net Asset Value of a Trust as at any particular time, the valuation principles for a Trust set out in Schedule A of the Declaration of Trust and/or in the Trust's Disclosure Documents from time to time, shall apply. If there is more than one class and/or series of Units of a Trust, the Manager-Trustee shall determine the Series Net Asset Value of each class and series in accordance with the Declaration of Trust.
- (b) The assets of the Trust shall be deemed to include:
 - (i) all cash or its equivalent on hand, on deposit or on call, including any interest accrued thereon;

- (ii) all bills, demand notes and accounts receivable;
 - (iii) all shares, debt obligations, subscription rights and other securities owned or contracted for by the Trust;
 - (iv) all stock and cash dividends and cash distributions to be received by the Trust and not yet received by it but declared to securityholders of record on a date on or before that time;
 - (v) all interest accrued on any fixed interest-bearing securities owned by the Trust that is included in the quoted price; and
 - (vi) all other Trust Property of every kind and nature, including prepaid expenses and derivatives.
- (c) The liabilities of the Trust shall be deemed to include:
- (i) all bills, notes and accounts payable;
 - (ii) all fees and expenses incurred or payable by the Trust (for the purpose of determining Series Net Asset Values, however, such fees and expenses shall not include Series Expenses, which are deducted only from each respective Series Net Asset Value);
 - (iii) all contractual obligations for the payment of money or property, including the amount of any unpaid distribution declared upon Units and payable to Unitholders of record of the Trust prior to the time as of which the Net Asset Value of the Trust is being determined;
 - (iv) all allowances authorized or approved by the Manager-Trustee for taxes (if any) or contingencies; and
 - (v) all other liabilities of the Trust of whatsoever kind and nature, except liabilities represented by outstanding Units of the Trust and the balance of any undistributed income or capital gains.
- (d) Each transaction of purchase or sale of a portfolio asset effected by the Trust shall be reflected in the next calculation of the Net Asset Value of the Trust made after such transaction becomes binding.
- (e) In determining a Trust's liabilities, the Manager-Trustee may estimate expenses of a regular or recurring nature in advance, and may accrue the same into one or more periods, any such accrual to be binding and conclusive on all Unitholders, irrespective of whether such accrual subsequently proves to have been incorrect in amount (in which case any adjustments shall be made in the period when such error is recognized).
- (f) Subject to the Declaration of Trust, the Manager-Trustee may from time to time adopt and amend rules and guidelines for the determination of the Net Asset Value of a Trust, which shall be set out in the Trust's Disclosure Document and/or in Schedule A of the Declaration of Trust. The calculation of Net Asset Value for the purpose of determining subscription price and redemption proceeds of the Units, and for determining fees payable to the Manager-Trustee and the other service providers, need not comply with Canadian generally accepted accounting principles or other applicable accounting standards of the Trust for financial statement presentation purposes.

Calculation of Series Net Asset Value and Series Net Asset Value per Unit

- (a) Upon the designation of a new series of Units by the Manager-Trustee, the Series Net Asset Value per Unit shall initially be as determined by the Manager-Trustee pursuant to the Declaration of Trust

and the Series Net Asset Value shall initially be the Series Net Asset Value per Unit multiplied by the number of Units of such series initially issued.

- (b) After the initial issue of Units of a series, the Series Net Asset Value for a series of Units of the Trust as at any particular time on a Valuation Date is determined in accordance with the following calculation:
- (i) the Series Net Asset Value last calculated for that series (if any); plus
 - (ii) the increase in the assets attributable to that series as a result of the issue of Units of that series or the redesignation of Units into that series since the last calculation; minus
 - (iii) the decrease in the assets attributable to that series as a result of the redemption of Units of that series or the redesignation of Units out of that series since the last calculation; plus or minus
 - (iv) the Proportionate Share of increase or decrease in the portfolio assets attributable to that series since the last calculation; plus or minus
 - (v) the Proportionate Share of the net portfolio transactions attributable to that series since the last calculation; plus or minus
 - (vi) the Proportionate Share of the Common Expenses allocated to that series since the last calculation; minus
 - (vii) any Series Expenses allocated to that series since the last calculation.
- (c) A Unit of a series being issued or a Unit that has been redesignated as part of that series shall be deemed to become outstanding as of the next calculation of the applicable Series Net Asset Value immediately following the time at which the applicable Series Net Asset Value per Unit that is the issue price or redesignation basis of such Unit is determined and the issue price received or receivable for the issuance of the Unit shall then be deemed to be an asset of the Trust attributable to the applicable series.
- (d) A Unit of a series being redeemed or a Unit that has been redesignated as no longer being part of a series shall be deemed to remain outstanding as part of that series until immediately following the date as of which the applicable Series Net Asset Value per Unit, that is the redemption price or redesignation basis of such Unit, is calculated; thereafter, the redemption price of the Unit being redeemed, until paid, shall be deemed to be a liability of the Trust attributable to the applicable series or the Unit which has been redesignated will be deemed to be outstanding as a part of the series into which it has been redesignated.
- (e) On any Valuation Date on which a distribution is paid to Unitholders of a series of Units, a second Series Net Asset Value shall be calculated for that series, which shall be equal to the first Series Net Asset Value calculated on that Valuation Date minus the amount of the distribution. For greater certainty, the second Series Net Asset Value shall, subject to any adjustment arising as a result of a subdivision or consolidation of Units of that series, be used for determining Series Net Asset Value per Unit on such Valuation Date for purposes of determining the purchase price and redemption price for Units on such date, as well as the redesignation basis for Units being redesignated into or out of such series, and Units redeemed or redesignated out of that series as at such date shall participate in such distribution while Units subscribed for or redesignated into such series as at such date shall not.
- (f) The Series Net Asset Value per Unit of a series of Units of the Trust as at any particular time is the quotient obtained by dividing the applicable Series Net Asset Value as at such time by the total

number of Units of that series outstanding at such time. This calculation shall be made without taking into account any issuance, redesignation or redemption of Units of that series to be processed by the Trust immediately after the time of such calculation on that Valuation Date. The Series Net Asset Value per Unit for each series of Units of the Trust for the purpose of the issue of Units or the redemption of Units shall be calculated on each Valuation Date by or under the authority of the Manager-Trustee as at such time on every Valuation Date as shall be fixed from time to time by the Manager-Trustee and the Series Net Asset Value per Unit so determined for each series shall remain in effect until the time as of which the Series Net Asset Value per Unit for that series is next determined.

- (g) If there is only one series or no series designated for a class, the Class Net Asset Value shall be calculated in a similar manner (with necessary adjustments) as the Series Net Asset Value is calculated, and the Class Net Asset Value per Unit shall be calculated in a similar manner (with necessary adjustments) as the Series Net Asset Value per Unit is calculated. If there is more than one series in a class, then the Class Net Asset Value for such class shall be the aggregate of the Series Net Asset Values of all series in such class and the Series Net Asset Value per Unit shall be calculated in respect of each series only, and not for the class.
- (h) If there is more than one class of Units in the Trust, and the Manager-Trustee has designated that all or part of certain Trust Property of the Trust and/or the Trust's expenses or liabilities shall be allocated to a single class of Units, the Net Asset Value attributed to that class and to series of Units within that class shall reflect such allocations of Trust Property, expenses and liabilities.

Suspension of Calculation of Series Net Asset Value per Unit

- (a) The Manager-Trustee shall suspend the calculation of the Series Net Asset Value per Unit and Class Net Asset Value per Unit (and the right to redeem Units of the Trust) for each class and series of Units when required to do so under Applicable Law or under any exemptive relief granted by the local securities authorities from Applicable Law.
- (b) The Manager-Trustee may also suspend the calculation of the Series Net Asset Value per Unit and Class Net Asset Value per Unit (and the right to redeem Units) for each class and series of Units of the Trust for any other reason described in the Disclosure Document and/or Schedule A of the Declaration of Trust for the Trust.
- (c) During any period of suspension set out in the Declaration of Trust, there shall be no calculation of the Series Net Asset Value per Unit of any series of Units of the Trust and no calculation of the Class Net Asset Value per Unit of any class of the Trust and the Trust shall not be permitted to issue, redesignate or redeem any Units and the Manager-Trustee may postpone the payment of any redemption proceeds. The right to redeem Units and to receive redemption payments and the calculation of the Series Net Asset Value per Unit and Class Net Asset Value per Unit for each class and series of Units shall resume as soon as possible and in compliance with any Applicable Law or any exemptive relief granted therefrom.
- (d) Subject to anything to the contrary in the relevant Disclosure Document and/or Schedule A of the Declaration of Trust, including any limitation on the number of Units that may be redeemed as of any Redemption Date, in the event of such a suspension: (i) a Unitholder who has delivered a redemption request for which the redemption price has not yet been calculated may either withdraw such Unitholder's redemption request prior to the end of the suspension period or receive payment based on the Series Net Asset Value per Unit or Class Net Asset Value per Unit of the applicable series or class of Units next calculated after the termination of the suspension; (ii) a Unitholder who has submitted a redesignation request for which the redesignation basis has not yet been calculated may either withdraw such investor's redesignation request prior to the end of such suspension period or redesignate the Units based on the Series Net Asset Value per Unit or Class Net Asset Value per Unit of the applicable series or class of Units next calculated after the termination of the suspension; and (iii) an investor who has submitted a purchase order for which

the issue price has not yet been calculated may either withdraw such investor's purchase order prior to the end of such suspension period or receive Units based on the Series Net Asset Value per Unit or Class Net Asset Value per Unit of the applicable series or class of Units next calculated after the termination of the suspension.

Reporting of the Net Asset Value

The most recently calculated Trust NAV, Class NAV per Unit, Class NAV, Series NAV per Unit or Series NAV is available to Unitholders upon request. The Trust NAV is calculated and reported in Canadian dollars. The Manager-Trustee may provide or make available estimates of the Net Asset Value or the Series Net Asset Value of any Series of Units of the Trust from time to time. Such estimates, if provided or made available, are for informational purposes only and should not be relied upon or used for any other purpose as they may differ materially from the actual Net Asset Value or Series Net Asset Value calculated by the Administrator in accordance with the procedures described herein.

Distributions

Except as otherwise specifically provided herein, no Unitholder has the right to demand or receive distributions. To the extent the Trust makes distributions, the Manager-Trustee shall determine, in its sole discretion, the amount, timing and form (whether in cash or in kind) of all distributions made by the Trust.

The Manager-Trustee will cause the Trust to make distributions to Unitholders monthly or more or less frequently as it may determine in its sole discretion (the "**Distribution Record Date**"), based largely on the distributions received by the Trust on LP Units held by the Trust.

The amount of the distributions to Unitholders will be determined based on the amount of the distributions received by the Trust in respect of the LP Units owned by the Trust subject to amounts to be paid or reasonable reserves or holdbacks for (i) Trust Expenses, (ii) the payment of other obligations of the Trust, including redemption proceeds payable to redeeming Unitholders, and (iii) any required tax withholdings (or taxes paid or withheld with respect to such distributions from the Partnership), to the applicable Unitholders.

With respect to Unitholders that are DRIP Participants, the Manager-Trustee will cause the Trust on the Distribution Record Date to distribute such amounts attributable to the DRIP Participants in accordance with the provisions of Schedule A of the Declaration of Trust in respect of the DRIP. The Manager-Trustee may from time to time cause the Trust to make in-kind distributions to the holders of Units through the issuance to them of additional Units of the same Series and Units that are then held by them, and pro rata with such holdings, with a view to ensuring that all income for tax purposes of the Trust has been fully distributed in each taxation year of the Trust, and cause an immediate consolidation of the number of outstanding Units immediately after any such in-kind distribution.

Distribution Reinvestment Plan

The Trust has adopted a distribution reinvestment plan ("**DRIP**") which is administered by the Administrator. The DRIP entitles holders of Units who are (i) residents of Canada; and (ii) an "accredited investor" as defined in NI 45-106 or Section 73.3(1) of the Securities Act (Ontario), as applicable ("**Eligible Holders**"), to elect to automatically reinvest all, or 50% of all, of the cash distributions paid on Units held by them in additional Units of the same Series in accordance with the terms and conditions of the DRIP.

Each Unitholder that participates in the DRIP (a "**DRIP Participant**") in respect of its Units of a Series will, instead of receiving a distribution in cash, have its distribution satisfied through an issuance of Units of the same Series issued at the Net Asset Value per Unit for such Units calculated as of the Distribution Record Date (as defined below) in respect of which such distribution is paid or, if such date is not the last day of a month, the month-end immediately following the Distribution Record Date (the "**DRIP Calculation Date**")

in accordance with the terms and conditions of the Declaration of Trust. The DRIP is administered by the Manager-Trustee.

The Trust will generally acquire additional LP Units with subscription proceeds attributable to DRIP Participants, subject to reasonable reserves for the payment of Trust Expenses and other obligations attributable to such Unitholders.

Participation in the DRIP

Each Eligible Holder will, upon purchase of Units, be deemed to have elected to participate in the DRIP, unless the Unitholder elects not to participate in the DRIP in its subscription agreement or otherwise notifies the Manager-Trustee in writing as provided herein. Eligible Holders who participate in the DRIP may elect to reinvest either 100% or 50% of their distributions pursuant to the DRIP.

Each Unit purchased by a DRIP Participant will automatically be enrolled in the DRIP.

Each DRIP Participant hereby directs the Manager-Trustee to apply all distributions arising from or in connection with the Units held or acquired by such DRIP Participant to purchase further Units of the same Series or to receive Units of such Series. Units purchased with the proceeds received by the Trust from distributions will be acquired at a subscription price for each Unit equal to the Series Net Asset Value per Unit (the "**Distribution Purchase Price**") calculated as of the DRIP Calculation Date. No interest shall be paid on cash distributions pending reinvestment under the terms of the DRIP.

If a Unitholder elects in its subscription agreement not to participate in the DRIP or terminates its participation in the DRIP, such subscriber can at any time elect to participate in the DRIP by sending a written notice to the Manager-Trustee at least 15 Business Days prior to the relevant Distribution Record Date.

Once a DRIP Participant has elected, or is deemed to have elected, to participate in the DRIP, all future distributions paid on Units held by such DRIP Participant will automatically be reinvested in additional Units of the same Series in accordance with the terms and conditions of the DRIP until the DRIP Participant terminates their participation in the DRIP or until the DRIP is suspended or terminated.

Termination of Participation in the DRIP

DRIP Participants who have elected, or have been deemed to have elected, to participate in the DRIP may voluntarily terminate their participation in the DRIP by delivering written notice of their intention to terminate their participation in the DRIP to the Manager-Trustee at least 15 Business Days prior to the first day of the month in order for a DRIP Participant's termination to be effective for such month. If such notice or termination request is received by the Manager-Trustee after the foregoing deadline, the termination shall be processed promptly following the next month. Beginning on the first distribution payment date ("**Distribution Payment Date**") after such termination is effective, distributions to such Unitholder will be made in cash.

If a DRIP Participant submits a Redemption Request (as defined below) for all of its Units, any Units issued to such DRIP Participant under the DRIP prior to the applicable Redemption Date (as defined below) will be considered part of its prior Redemption Request and the DRIP Participant's participation in the DRIP will be terminated as of the applicable Redemption Date. Any distributions to be paid to such Unitholder on or after the Redemption Date will be paid in cash on the scheduled Distribution Payment Date.

If a DRIP Participant submits a Redemption Request for a portion of its Units, the DRIP Participant will remain a DRIP Participant with respect to the Units that are not redeemed (even if they are Units requested to be redeemed). For such partial Redemption Requests, any Units issued to the DRIP Participant under the DRIP prior to the applicable Redemption Date will not be considered part of the DRIP Participant's prior Redemption Request. Any distributions to be paid to a DRIP Participant on or after the Redemption Date

in respect of the Units subject to the Redemption Request (whether or not Units were redeemed) will be paid in accordance with the terms of the DRIP on the applicable Distribution Payment Date.

Unitholders will not pay upfront selling commissions when purchasing Units under the DRIP; however, all outstanding Series A Units and Series B Units, including those issued under the DRIP, will be subject to ongoing Trailer Fees.

The Manager-Trustee reserves the right to refuse participation in the DRIP to, or to terminate the participation of, any person, in the Trust's sole opinion, (a) who is participating in the DRIP primarily with a view to arbitrage trading, (b) who is participating in the DRIP as part of a scheme to avoid applicable legal requirements or engage in unlawful behavior, (c) who has been artificially accumulating the Trust's securities, for the purpose of taking undue advantage of the DRIP to the Trust's detriment, or (d) whose participation in the DRIP is a detriment to the Trust or the Unitholders.

The Manager-Trustee may deny the right to participate in the DRIP to any person or terminate the participation of any DRIP Participant if the Manager-Trustee deems it advisable under any laws or regulations. The Manager-Trustee also reserves the right, in its sole discretion, to pay any distribution payable on a DRIP Participant's Units to the DRIP Participant in cash.

Participation in the DRIP will not be affected by a DRIP Participant's death or incompetence. Participation will remain effective until it is terminated in accordance with the provisions of the DRIP.

Administration of the DRIP

As of each Distribution Payment Date, the Manager-Trustee shall use any cash distribution paid on such DRIP Participant's Units to purchase from the Trust additional Units of the same Series on which the distributions were paid, in each case at a price for each such Unit equal to the Distribution Purchase Price. Fractional Units, calculated to three decimal places, may be issued for any amount that cannot be reinvested in whole Units.

Administrative Costs

All administrative costs of the DRIP, including any fees and other expenses incurred by the Manager-Trustee in carrying out its duties hereunder, will be borne by the Trust.

Responsibilities of the Trust and the Manager-Trustee

None of the Trust nor the Manager-Trustee nor any other Covered Person are or will be liable for any act done by either of them in good faith or for any good faith omission to act in connection with the operation of the DRIP. In particular, none of the Trust, the Manager-Trustee or any other Covered Person will have any liability with respect to: (i) the Distribution Purchase Price or the timing of the Distribution Record Date or the Distribution Payment Date; or (ii) any action or responsibilities of any intermediary entities in relation to the DRIP.

Amendments, Suspension or Termination of the DRIP

The Manager-Trustee may amend, modify or suspend the DRIP at any time in its sole discretion, provided that the Manager-Trustee complies with requirements imposed by applicable regulatory authorities from time to time and gives notice of that amendment, modification or suspension to DRIP Participants, except that no notice will be given to DRIP Participants regarding any amendments to the DRIP intended to cure, correct or rectify any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions. The DRIP will terminate automatically upon the dissolution of the Trust.

The Trust is not required to issue any Units under the DRIP if such issuance would be illegal.

Meetings of Unitholders

The Trust will not hold regular meetings; however the Manager-Trustee may convene a meeting of Unitholders from time to time as it may deem advisable and in accordance with the notice provisions in the Declaration of Trust. The Manager-Trustee must also call a meeting of Unitholders on the written request of Unitholders holding not less than 66% of the outstanding Units in accordance with the Declaration of Trust.

If required by Applicable Law, as defined in the Declaration of Trust, or if the Manager-Trustee determines that any matter would affect Unitholders of one or more particular Series of Units in a manner materially different from the Unitholders as a whole of the Trust, the Manager-Trustee shall convene separate meetings of Unitholders of those Series of Units. The meetings may be held concurrently and Unitholders shall be entitled to vote separately as a Series with respect to any of these matters.

Unitholder Voting Rights

Each Unit of a particular series or class shall entitle the holder thereof to one vote at all meetings of Unitholders of the Trust where all series or the classes of the Trust vote together and to one vote at all meetings of Unitholders of the Trust where that particular series or the class votes separately as a series or class.

The Declaration of Trust may be amended by the Manager-Trustee, in its sole and absolute discretion, without the approval of or notice to the Unitholders for the following purposes: (i) to the extent such amendment does not subject any Unitholder to any material adverse economic consequences or diminish or waive in any material respect the duties and obligations of the Manager-Trustee to the Trust or the Unitholders, (ii) to cure any ambiguity or correct or supplement any provision of the Declaration of Trust which may be inconsistent with any other provision herein or to correct any clerical errors or omissions in the Declaration of Trust, and (iii) to give effect to any amendment to the Partnership's governing documents or other terms and conditions applicable to the LP Units. The Manager-Trustee may not increase the amount of the subscription of any Unitholder or dilute the interest of any Unitholder relative to the interests of the other Unitholders in the profits or capital of the Trust or in allocations or distributions attributable to the ownership of such interest without the prior written consent of such Unitholder, except (i) as necessary to reflect the economic arrangement of the Unitholders as determined by the Manager-Trustee in its reasonable discretion and (ii) such dilution as may result from additional subscriptions from the Unitholders, the admission of additional Unitholders and the reinvestment or distribution, as applicable, of available cash of the Trust, under the Declaration of Trust. For the avoidance of doubt, the Manager-Trustee reserves the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the Unitholders. Each subscriber for Units will be required to agree that the terms of offer set out in the applicable Subscription Agreement and the rights attaching to the Units can be varied in accordance with the provisions of the Declaration of Trust.

The Declaration of Trust provides that, in relation to any consent required pursuant to the Declaration of Trust, the Manager-Trustee in its discretion may invoke the following procedure: the Manager-Trustee shall provide written notice in respect of the proposed variation to the Unitholders of the affected Series instructing the Unitholders who object to such consent or approval to notify the Manager-Trustee of their objection in writing within 10 Business Days after receipt of such request. In such case, Unitholders who have not so objected to a proposed consent or approval request will be deemed to have consented to or approved any such request.

Restriction on Non-Residents

At no time may non-residents of Canada and/or partnerships that are not Canadian partnerships within the meaning of the Tax Act (or any combination thereof) (collectively, "**Non-Residents**") be the direct or indirect beneficial owners of 49% or more of the Units. The Trust may require declarations as to the status of the beneficial owners of Units. If the Manager-Trustee becomes aware, as a result of requiring such declarations or otherwise, that the beneficial owners of 40% of the Units then outstanding (on a number of

Units or on a fair market value basis) are, or may be, Non-Residents, or that such situation is imminent, the Manager-Trustee may make a public announcement thereof. If the Trust becomes aware, as a result of requiring such declarations, that the direct or indirect beneficial owners of 49% or more of the Units then outstanding are, or may be, Non-Residents or that such a situation is imminent, then the Trust shall not accept a subscription for Units from or issue or register a transfer of Units to a person unless the person provides a declaration that the person is not a Non-Resident and that the Units will not be indirectly held by a Non-Resident. Furthermore, no single Non-Resident beneficial owner of Units may hold 10% or more of the Units. If, notwithstanding the foregoing, the Trust determines that 49% or more of the Units are directly or indirectly held by Non-Residents, or that a single Non-Resident beneficial owner holds 10% or more of the Units directly or indirectly, the Trust may, in the discretion of the Manager-Trustee, send a notice to the relevant registered holders of Units chosen in inverse order to the order of acquisition or registration or in such manner as the Manager-Trustee may consider equitable and practicable, and/or to the applicable single Non-Resident beneficial owner holds 10% or more of the Units directly or indirectly, requiring them to redeem their Units or a portion thereof within a specified period of not less than 60 days. If a Unitholder receiving such notice has not provided the Manager-Trustee with satisfactory evidence that their Units are not directly or indirectly held by Non-Resident within such period, the Trust may, in the discretion of the Manager-Trustee, compulsorily redeem some or all of such Unitholder's Units in accordance with the Declaration of Trust and, in the interim, shall suspend the voting and distribution rights attached to such Units.

Reporting to Unitholders

The Trust will furnish to Unitholders (a) within 90 days after the end of each of its Fiscal Years, prescribed forms needed for the completion of Unitholders' tax returns under the Tax Act and equivalent provincial or territorial legislation and (b) within 120 days after the end of each of its Fiscal Years, audited annual financial statements. The audited annual financial statements of the Trust will be audited by the Trust's Auditor in accordance with IFRS. The Manager-Trustee will ensure that the Trust complies with all applicable reporting and administrative requirements.

Liability of Unitholders

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

Termination of the Trust

The Trust will continue until the removal or resignation of the Manager-Trustee or the Manager-Trustee determines to terminate the Trust. The Manager-Trustee or any successor trustee may, with the prior written consent of the Partnership, terminate the Trust or a class or series of Units of the Trust by giving notice, fixing the date of termination not earlier than 30 days following the mailing or other delivery of notice to Unitholders of the Trust or of a class or series, as the case may be.

Upon any termination of the Trust or any class or series of the Trust, the Manager-Trustee will sell or redeem or cause to be sold or redeemed all investments which then form part of the property of the Trust unless the Manager-Trustee determines that it would be in the best interests of the Unitholders to distribute some or all of such assets in specie. The Manager-Trustee will be entitled to retain out of any moneys in its hands full provision for all costs, charges, expenses, claims and demands incurred, demand or reasonably anticipated by it in connection with or arising out of the termination of the Trust or any class or series of the Trust and the distribution of the Trust's assets to Unitholders. The Manager-Trustee will distribute from time to time to Unitholders of record as of the effective date of termination their proportionate

share of all property and assets of the Trust attributable to the applicable class or series available at that time for the purpose of such distribution. and, after paying outstanding liabilities (including any payments owing to the Manager-Trustee), the Trust will distribute its remaining assets attributable to each class or series of Units pro rata to the Unitholders of such class or series.

Confidentiality

The Unitholders may receive or have access to confidential proprietary information concerning the Manager-Trustee and the Trust, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (collectively, the “**Confidential Information**”), which is proprietary in nature and non-public. Each Unitholder shall at all times keep confidential and shall not, directly or indirectly, disclose, divulge, furnish, or make accessible to anyone, or use in any manner that would be adverse to the interests of Manager-Trustee, the Trust or any of their respective affiliates, any Confidential Information to which the Unitholder has been or shall become privy relating to the business or assets of Manager-Trustee, the Trust or any of their respective affiliates.

1.5.2 Material Agreements of the Partnership

The following is a list of agreements that are material to the Partnership:

- (a) The Partnership Agreement;
- (b) The Management Agreement; and
- (c) The Asset Management Agreement.

1.5.2.1 Partnership Agreement

This summary of the Partnership Agreement is qualified in its entirety by the terms of the Partnership Agreement. The rights and obligations of the Limited Partners and the General Partner under the Partnership Agreement are governed by the laws of the Province of Ontario.

The LP Units

The Partnership is authorized to issue (a) an unlimited number of Founders Series Units in aggregate across Class B LP Units and Class G LP Units, subject to the Founders Issue Cap, to be determined by the General Partner, up to a maximum of \$100,000,000; (b) an unlimited number of Class A LP Units, Class F LP Units, and Class I LP Units; and (c) an unlimited number of Class R LP Units, Class S LP Units, Class T LP Units and Class U LP Units. The Partnership is authorized to issue an unlimited number of Series of Units for every LP Class and an unlimited number of Units in each such Series, subject to the Founders Issue Cap in the case of Series of Units of Class B LP Units and Class G LP Units.

The Founders Issue Cap, however, does not apply to the acquisition of Founders Class LP Units through the Partnership DRIP and the issuance of additional Founders Class LP Units may be authorized by the General Partner for such purpose.

As of the date of this Offering Memorandum, only 1 Class I LP Unit has been issued and is outstanding, and is held by an affiliate of the General Partner. The General Partner may, without the approval of or notice to the Partnership Unitholders, create additional Classes of LP Units at any time by amending the Partnership Agreement and in doing so, the General Partner may, where applicable, fix before issuance the initial consideration per LP Unit and the designation of and the provisions attaching to the LP Units of each such Class.

Classes R, S, T and U LP Units are reserved for issuance to the Trust and have the same rights and responsibilities as all other Classes of LP Units, including, but not limited to, the rights to their pro rata share

of the Partnership's net income as well as their *pro rata* share of the Partnership's net assets upon dissolution of the Partnership. For further clarity, this also means that Classes R, S, T and U LP Units are responsible for their Class Expenses and their pro rata share of Common Expenses of the Partnership.

General Rights and Privileges

Each whole LP Unit of a particular Class entitles the holder thereof to one vote at meetings of Partnership Unitholders where all Classes vote together, or to one vote at meetings of Unitholders where that particular Class of Partnership Unitholders vote separately as a Class. No holder of a fraction of an LP Unit, as such, shall be entitled to notice of, or to attend or vote at, meetings of Partnership Unitholders or of a Class of Partnership Unitholders, except to the extent that such fractional LP Units may represent in the aggregate one or more whole LP Units.

Subject to the provisions of the Partnership Agreement, each LP Unit shall entitle the holder thereof to participate pro rata with respect to all distributions of the same Class, and, upon liquidation of the Partnership to participate pro rata with the Partnership Unitholders of the same Class in the assets of the Partnership attributable to such Class remaining after the satisfaction of outstanding debts, liabilities and liquidation or termination expenses of the Partnership. Distributions are allocated among each Series of each Class of LP Units in such manner and at such times as the General Partner considers appropriate and equitable. Eligible Holders have the right to participate in the Partnership DRIP. Partnership Unitholders have the right to redeem the LP Units as set out in the Partnership's offering memorandum.

Holders of any Class of LP Units have the right to elect to redesignate such LP Units into other Classes of LP Units, subject to General Partner approval. Partnership Unitholders have no voting rights in respect of securities held by the Partnership. The distinguishing characteristic of each Class of LP Units relates to the different fee structure applicable to such Class. LP Units may not be transferred except in conformity with applicable securities laws relating to resale of securities and only if the prior written consent of the General Partner has been obtained and the transfer is in accordance with the provisions of the Limited Partnership Agreement.

Issuance of LP Units

The General Partner may, at any time without the approval of the Partnership Unitholders, raise capital for the Partnership by issuing and selling LP Units, on a private placement basis (including, without limitation, through the Partnership DRIP) and may determine the terms and conditions of any such issuance and sale and may do all things in that regard including, without limitation, preparing and filing an offering memorandum, and such other documents as may be necessary or advisable, paying from the Partnership the expenses of the offering and sale of LP Units and entering into agreements with any person providing for a commission or fee in respect of such sale, either to underwriters, agents or purchasers, all in a manner that is not inconsistent with the provisions of any offering memorandum or relevant offering documents and provided that the General Partner and Manager have complied with applicable securities laws and have acted in good faith and in the best interest of the Partnership in accordance with the Partnership Agreement.

Amendments

Unless otherwise permitted under the Partnership Agreement, amendments to the terms of the LP Units must be approved by the applicable Partnership Unitholders in accordance with applicable laws.

Status of the Partnership

Each Partnership Unitholder is not permitted to change its status as represented in the Partnership Agreement or transfer or purport to transfer its LP Units to any other person if such change, transfer or purported transfer would have the effect of altering the status of the Partnership in relation to the Tax Act or any similar statute affecting such status, as reasonably determined by the General Partner from time to time. In addition, the General Partner may require those Partnership Unitholders who are Non-Residents

to sell their LP Units to Residents if without such sale, the status of the Partnership in relation to the Tax Act or similar statute affecting such status would be adversely affected resulting in material adverse tax consequences to the Partnership or its unitholders. In the event that a Partnership Unitholder fails to comply with such a requirement, the General Partner has the right to sell such Partnership Unitholder's LP Units or to purchase the same on behalf of the Partnership at fair value as determined by an independent third party selected by the General Partner, whose determination is final and binding and not subject to review or appeal.

Meetings

A meeting of the Partnership Unitholders may be called at any time by the General Partner and shall be called by the General Partner upon written request of the Partnership Unitholders holding in the aggregate not less than 45% of the LP Units then outstanding, which request must specify the purpose or purposes for which such meeting is to be called. Notice of any meeting of the Partnership Unitholders will be given by the General Partner to each Partnership Unitholder. The notice will be delivered pursuant to the Limited Partnership Agreement at least 15 Business Days and not more than 40 Business Days prior to the meeting and will specify the time and place of the meeting and, in reasonable detail, the nature of all business to be transacted.

Matters Requiring Partnership Unitholder Approval

Unless otherwise required by the Partnership Agreement or by law, every question submitted to a meeting of the Partnership Unitholders will require the approval by resolution passed by more than 50% of the votes cast by Partnership Unitholders voting as a single Class thereon. Each whole LP Unit of a particular Class entitles the holder thereof to one vote at meetings of Partnership Unitholders where all Classes vote together, or to one vote at meetings of Unitholders where that particular Class of Partnership Unitholders vote separately as a Class. No holder of a fraction of an LP Unit, as such, shall be entitled to notice of, or to attend or vote at, meetings of Partnership Unitholders or of a Class of Partnership Unitholders, except to the extent that such fractional LP Units may represent in the aggregate one or more whole LP Units. If required by applicable law or if the General Partner determines that any matter would affect Partnership Unitholders holding one or more particular Class of LP Units of the Partnership in a manner materially different from the Partnership Unitholders as a whole, the General Partner shall convene separate meetings of Partnership Unitholders of that Class. The meetings may be held concurrently and the Partnership Unitholders entitled to vote at such meeting shall be entitled to vote separately as a Class with respect to those matters.

Any change to the investment restrictions of the Partnership require the approval of Partnership Unitholders given by way of Ordinary Resolution. In addition to the foregoing, unless otherwise required by law, the following acts require the approval of Partnership Unitholders at a meeting called and held for such purpose. Items (i) through (viii) require approval by an Extraordinary Resolution:

- (i) waive any default on the part of the General Partner on such terms as they may determine and release the General Partner from any claims in respect thereof;
- (ii) dissolve the Partnership for any reason other than as permitted under the Limited Partnership Agreement;
- (iii) amend the investment objectives of the Partnership in any material respect;
- (iv) approve an amendment to the Management Agreement increasing the fees payable to the Manager thereunder;
- (v) excluding amendments pursuant to Article 15 of the Partnership Agreement that do not require Partnership Unitholder approval or that require unanimous consent, approve any amendment to the Partnership Agreement, including without limitation, to change the nature of the business permitted to be carried on by the Partnership or the investment restrictions;
- (vi) remove and replace the General Partner;

- (vii) approve a reorganization in respect of or pertaining to the Partnership, the assets of the Partnership, the interests in the Partnership or the LP Units as proposed by the General Partner in connection with an initial public offering and all other transactions related thereto or to give effect to such reorganization or to facilitate the successful completion of the initial public offering and any amendments to the Partnership Agreement relating to the foregoing, provided that, in each case, there is no material adverse effect on any of the Partnership Unitholders; and
- (viii) amend or repeal any Extraordinary Resolution.

Neither the Trust nor any subsidiary of the Trust (including any Sub-Trust) shall be permitted to vote its direct or indirect interest in the Partnership (i) in favour of the removal of the General Partner unless a Removal Event shall have occurred and is continuing, or (ii) to amend the Limited Partnership Agreement, in each case without the prior written consent of the General Partner. See Section 1.6.2 General Partner for the definition of Removal Event.

At a meeting of Partnership Unitholders, a quorum (except for the purposes of passing an Extraordinary Resolution to remove the General Partner or to dissolve the Partnership) constitutes two or more Partnership Unitholders entitled to vote and who are present in person or by proxy at such meeting holding not less than 10% of the outstanding LP Units. Quorum for the purposes of passing an Extraordinary Resolution to remove the General Partner or to dissolve the Partnership constitutes two or more Partnership Unitholders entitled to vote and who are present in person or by proxy at such meeting holding not less than 50% of the outstanding LP Units. If no quorum is present at such meeting within 30 minutes of the time called for such meeting, if called on the requisition of a Partnership Unitholder, the meeting will be terminated and otherwise will be adjourned to be held on the day that is seven (7) days after the original meeting, at a time and place determined by the General Partner. At the reconvening of any adjourned meeting the Partnership Unitholders entitled to vote and then present in person or represented by proxy will form the necessary quorum.

Amendments

The Partnership Agreement may only be amended in writing and with the consent of the Partnership Unitholders given by Extraordinary Resolution. Notwithstanding the foregoing, the following amendments may only be made with the unanimous consent of the Partners:

- (a) any amendment of the provisions relating to the amendment of the Partnership Agreement (including the provisions set out under "Amendments to the Limited Partnership Agreement" below); and
- (b) any amendment that gives any person the right to dissolve the Partnership, other than the General Partner's right to dissolve the Partnership (i) if Partnership Unitholders have approved an Extraordinary Resolution to do so; or (ii) if the General Partner follows the procedure set out in "Termination of the Partnership" below.

The General Partner may, without the approval of or notice to the Partnership Unitholders, amend the Partnership Agreement for the following purposes:

- (a) for the purpose of adding to the Partnership Agreement any further covenants, restrictions, deletions or provisions which, in the opinion of counsel to the Partnership, are necessary for the protection of the Partnership Unitholders;
- (b) to cure an ambiguity or to correct or supplement any provision contained therein, which in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision contained therein, provided that such cure, correction or supplemental provision does not and will not, in the opinion of such counsel, adversely affect the interest of the Partnership Unitholders;

- (c) to make such other provisions in regard to matters or questions arising under the Partnership Agreement which, in the opinion of the General Partner, does not and will not adversely affect the interests of the Partnership Unitholders;
- (d) to insert or amend existing provisions as may be required by the lenders to the Partnership provided such amendments do not change the proportionate interest of any Partnership Unitholder and provided such amendments do not impose a direct obligation on any Partnership Unitholder to contribute further capital to the Partnership or to give further security or assume further liabilities;
- (e) for the purpose of giving effect to an Ordinary Resolution, an Extraordinary Resolution or the unanimous consent of the Partners;
- (f) to bring the Partnership Agreement into conformity with (i) applicable laws, rules and policies of Canadian securities regulators or (ii) current practice within the securities or investment fund industries, provided that any amendment contemplated by (ii) does not adversely affect the pecuniary value of the interests of the Partnership Unitholders;
- (g) create additional Classes of LP Units;
- (h) to change the registered office of the Partnership;
- (i) to change the name of the Partnership; or
- (j) to redesignate any Class of LP Units to a different Class, provided that there is no right to change the rights of such redesignated Class.

The General Partner will give the Partnership Unitholders details of any such amendment to the Partnership Agreement within 30 days after the effective date of the amendment.

Termination of the Partnership

The Partnership does not have a fixed termination date but may be terminated at any time upon the occurrence of the earliest of the following: (i) without the approval of the Partnership Unitholders upon not less than 120 days' written notice by the General Partner to the Partnership Unitholders, if, in the opinion of the General Partner, it is no longer economically practical to continue the Partnership or it would be in the best interests of the Partnership and the Partnership Unitholders to terminate the Partnership; provided that such date of termination may be extended upon not less than 60 days' prior written notice in circumstances where the General Partner reasonably deems it necessary to allow the orderly conversion of the Partnership's assets to cash; (ii) if the General Partner, or Partnership Unitholders holding at least 50% of the LP Units, make a demand in writing for dissolution and the Partnership Unitholders consent thereto by means of an Extraordinary Resolution, on the date specified in such Extraordinary Resolution; (iii) on the date which is 180 days following the date of the dissolution, liquidation, bankruptcy, insolvency or winding-up of the General Partner (other than any such dissolution, liquidation or winding-up of the General Partner or the Asset Manager that is not in relation to a bankruptcy insolvency or winding-up of the General Partner) or the nomination of a trustee, sequestrator or liquidator, or the date of any event permitting a trustee or a sequestrator or liquidator to administer the affairs of the General Partner, provided that the trustee, sequestrator or liquidator performs his, her or its functions for 60 consecutive days, unless a new General Partner is admitted to the Partnership prior to the expiration of such 180 day period; or (iv) on December 31 of the year during which all of the property of the Partnership is sold or otherwise realized and has been settled and distributed in accordance with the Partnership Agreement.

1.5.2.2 Management Agreement

Duties and Services Provided by the Manager of the Partnership and Details of the Management Agreement

Pursuant to the terms of a management agreement made as of October 28, 2025 between the Partnership and the Manager (the “**Management Agreement**”), the Manager has been appointed as the sole and exclusive manager of the affairs of the Partnership. In such capacity, the Manager is responsible for the management and day-to-day administration services of the Partnership and, as applicable, any entity which the Partnership may control from time to time. The services to be provided by the Manager under the terms of the Management Agreement include, without limitation: (i) providing investment advisory and portfolio management services in respect of any Temporary Investments of the Partnership, (ii) managing, or appointing one or more asset managers to advise on the investments of the Partnership, (iii) co-ordinating the preparation of financial statements, (iv) maintaining proper books, accounts and records of the Partnership and its portfolio, (v) doing all such other acts or things and entering into all such documents on behalf of the Partnership as may be necessary to manage the affairs of the Partnership. In carrying out its obligations under the Management Agreement, the Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Partnership, including exercising the standard of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances (the “**standard of care**”).

The Manager will continue as manager until the termination of the Partnership unless (i) the Manager resigns upon six months’ written notice to the Partnership; (ii) the Manager is removed by written notice given by the Partnership following the occurrence of certain specified events of default (as described below); (iii) more than two and one-half years have passed since the launch date of the Partnership and the Manager is removed by six months’ written notice given by the Partnership following an Extraordinary Resolution of the Partnership Unitholders directing the Partnership to remove the Manager as manager of the Partnership; or (iv) the Manager experiences a Manager Key Person Event where a suitable replacement for a Manager Key Person is not appointed within 60 days.

The Manager may terminate the Management Agreement upon the occurrence of certain events affecting the General Partner including if (i) the General Partner is in material breach of the Management Agreement or its standard of care under the Partnership Agreement, which breach has a material and adverse effect on the business or operation of the Partnership, that is not cured in specified time periods; (ii) there is a dissolution or commencement of winding-up of the General Partner, (iii) the General Partner becomes bankrupt or insolvent; (iv) the assets of the General Partner become subject to seizure or confiscation by any public or governmental authority; (v) the General Partner has acted with wilful misconduct, fraud or negligence; or (vi) the General Partner has been removed pursuant to the Partnership Agreement. The Manager may resign as manager and terminate the Management Agreement by providing not less than six 60 days’ written notice to the General Partner if the Chief Executive Officer of the General Partner or of the General Partner’s parent corporation or the parent corporation of the Forgestone group of companies ceases to devote sufficient time and attention to the affairs of the Partnership and a replacement satisfactory to the Manager is not designated in writing by the General Partner within 60 days.

Any removal of the Manager will not take effect until a successor manager is duly appointed in accordance with the terms of the Partnership Agreement. Such appointment must be approved by an Ordinary Resolution. Such successor Manager may be the Asset Manager or one of its affiliates or a qualified third party manager. Upon termination, the Manager is entitled to the payment of its fees and the reimbursement of the Manager’s expenses up to the date of its termination.

The following comprise an event of default under the Management Agreement: (i) the dissolution or commencement of winding-up of the Manager; (ii) the bankruptcy or insolvency of the Manager, or if the Manager either voluntarily or under an order of a court of competent jurisdiction makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Manager or a substantial portion of its assets; (iii) the assets of the Manager become subject to seizure or confiscation by any public or governmental authority; (iv) the Manager no longer holds the licenses, registrations or

other authorizations necessary to carry out its obligations thereunder and is unable to obtain them within a reasonable period after their loss; (v) either (A) breach of the Manager's standard of care or (B) the Manager is in material breach or default of any provision of the Management Agreement other than a breach set out in paragraph (vi) and, if capable of being cured, such breach or default has not been cured within 60 days of written notice of such breach or default given to the Manager by the General Partner; or (vi) any conduct or lack of conduct of the Manager that constitutes any of the following (A) fraud, bad faith or willful misconduct; or (B) gross negligence or reckless disregard in relation to activities of the Partnership.

The Management Agreement contains indemnification provisions whereby the Partnership indemnifies the Manager against any loss (other than loss of profits), expense, damage or injury suffered in the scope of its authority under the Management Agreement, provided the same does not result from wilful misconduct, bad faith, fraud, negligence or breach of its standard of care owed under the Management Agreement or a breach of fiduciary duty. In addition, under the Management Agreement, the Manager indemnifies the Partnership against any loss, expense, damage or injury suffered as a result of the Manager's fraud, bad faith or willful misconduct; gross negligence or reckless disregard in relation to activities of the Partnership; or breach of its standard of care under the Management Agreement.

For its services, the Manager is paid a management fee with respect to each Class of LP Units as set out below in subsection 1.5.3.1 Fees and Expenses of the Trust – Management Fees. Pursuant to the terms of the Management Agreement, the Manager bears all costs and expenses incurred by the Manager in connection with all salaries, employee expenses, office rent and equipment, and other expenses customarily considered to be overhead expenses.

1.5.2.3 Asset Management Agreement

Asset Manager of the Partnership

Forgestone DREF LP, being the Asset Manager, is the asset manager of the Partnership, and is an affiliate of Forgestone Capital Management LP. The general partner of the Asset Manager is Forgestone DREF GP Inc. The Asset Manager was formed under the laws of the Province of Ontario on March 27, 2025. The head office of the Asset Manager and its general partner is located at 130 King Street West, Suite 2350, Toronto, ON M5X 2A2.

The Asset Manager employs a value oriented investment philosophy, and specializes in providing conservatively managed, risk-averse alternative asset class investment opportunities to investors. The Asset Manager's broad platform provides exposure to a high volume of deal flow, and extensive contacts throughout the real estate industry, providing the Asset Manager with a deep understanding of the marketplace and access to more information than single-focused market participants typically have. For over 10 years, the Asset Manager, its affiliates, predecessors and related key principals have been focused on identifying opportunities to invest in cash-flow generating real estate at prices less than the Asset Manager's assessment of the long-term value, or replacement cost, of the underlying assets. These inefficiencies can be a result of sub-optimal structuring, sub-optimal capitalization or out-of-favour asset class.

The current operating platform of Forgestone coupled with its expertise as a real estate investor and asset manager is a major competitive advantage of the Partnership in seeking to achieve its objective to invest in direct real estate investment opportunities.

Duties and Services Provided by the Asset Manager and Details of the Asset Management Agreement

Pursuant to the terms of an asset management agreement made as of October 28, 2025 between the Manager and the Asset Manager (the "**Asset Management Agreement**"), the Asset Manager has been appointed as the sole and exclusive asset manager of the Partnership. In such capacity, the Asset Manager is responsible for asset management services and real estate transactions services of the Partnership and,

as applicable, any entity which the Partnership may control from time to time. The services to be provided by the Asset Manager under the terms of the Asset Management Agreement include, without limitation: (i) presenting investment opportunities to the Partnership; (ii) implementing investments in investment opportunities in which the Partnership will participate; (iii) borrowing cash for and on behalf of the Partnership; and (iv) doing all such other acts or things and entering into all such documents on behalf of the Partnership to seek to achieve the investment objectives of the Partnership. In carrying out its obligations under the Asset Management Agreement, the Asset Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Partnership, including exercising the standard of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances (the “**standard of care**”).

The Asset Manager will continue as asset manager until the termination of the Partnership unless: (i) the Asset Manager resigns by written notice to the Manager; or (ii) the Asset Manager is removed by written notice given by the Manager or the Asset Manager following the occurrence of any of the following: an event of default (as set out below) after giving effect to any cure periods; if a court of competent jurisdiction determines that an event of default has occurred under Section 19(b)(iv) of the Asset Management Agreement that has not been cured in all material respects within the applicable cure period(s) set out in that section; or the General Partner is removed as general partner of the Partnership pursuant to Section 9.13 of the Partnership Agreement. Any removal of the Asset Manager becomes effective only upon the appointment of a successor manager. Such appointment must be approved by an Ordinary Resolution. Upon termination, the Asset Manager is entitled to the payment of its fee and the reimbursement of the Asset Manager’s expenses up to the date of its termination. Each of the following comprise an event of default under the Asset Management Agreement: (i) the dissolution or commencement of winding-up of the Asset Manager; (ii) the bankruptcy or insolvency of the Asset Manager, or if the Asset Manager either voluntarily or under an order of a court of competent jurisdiction makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Asset Manager or a substantial portion of its assets; (iii) the assets of the Asset Manager become subject to seizure or confiscation by any public or governmental authority; (iv) the Asset Manager is in material breach of the Asset Manager’s standard of care under the Asset Management Agreement or any other obligation under the Asset Management Agreement other than a breach set out in Section 19(b)(v) of the Asset Management Agreement, and which breach has a material and adverse effect on the business or operation of the Partnership, and such material breach has not been cured within 30-days of written notice of such breach given to the Asset Manager by the Manager or the Partnership, as applicable; provided that if such breach is not reasonably capable of being cured in all material respects within such initial 30 day period, then provided that the Asset Manager commences to cure the breach within such initial 30 day period and thereafter diligently pursues such cure, such 30 day period shall be automatically extended for such additional periods of time and from time to time as is reasonably required by the Asset Manager to cure the breach in all material respects; or (v) any conduct or lack of conduct of the Asset Manager that constitutes any of the following (A) fraud, bad faith or willful misconduct; or B) gross negligence or reckless disregard in relation to activities of the Partnership. In the event that the Manager terminates the services of the Asset Manager upon the occurrence of an event of default under paragraph (v), the Manager may also take steps to replace the General Partners in accordance with the Partnership Agreement.

In the event that the Asset Management Agreement is terminated by the Manager, the Manager may, on behalf of the Partnership, replace the General Partner subject to the provisions of Section 9.13(4) of the Limited Partnership Agreement.

The Asset Management Agreement contains indemnification provisions whereby the Partnership indemnifies the Asset Manager against any loss (other than loss of profits), expense, damage or injury suffered in the scope of its authority under the Asset Management Agreement, provided the same does not result from the Asset Manager’s fraud, bad faith or willful misconduct; gross negligence or reckless disregard in relation to activities of the Partnership; or breach of the Asset Manager’s standard of care owed under the Asset Management Agreement. In addition, under the Asset Management Agreement, the Asset Manager shall indemnify the Partnership against any loss, expense, damage or injury suffered as a result of the Asset Manager’s fraud, bad faith or willful misconduct; gross negligence or reckless disregard in

relation to activities of the Partnership; or breach of its standard of care owed under the Asset Management Agreement.

For its services to the Partnership, the Asset Manager is paid a portion of the Partnership management fee and all of the Performance Fee by the Manager. The Partnership does not pay any fees to the Asset Manager for such services. Pursuant to the terms of the Asset Management Agreement, the Asset Manager bears all costs and expenses incurred by the Asset Manager in connection with all salaries, employee expenses, office rent and equipment, and other expenses customarily considered to be overhead expenses.

1.5.3 Fees and Expenses

1.5.3.1 Fees and Expenses of the Trust

Management Fees

Fees Payable to the Manager-Trustee and the Asset Manager of the Partnership

The Trust will be impacted by the fees payable by the underlying Partnership. No management fees or incentive fees are payable by the Trust that duplicate a fee payable by the Partnership.

Each Series of Units is exposed to the management fee payable by the Partnership to the Manager of the Partnership. Series A Units will be invested in Class R LP Units, Series F Units will be invested in Class S LP Units, Series B Units will be invested in Class T LP Units, and Series G Units will be invested in Class U LP Units.

The Partnership pays to the Manager a management fee with respect to each Class of LP Units as follows, calculated as the applicable percentage rate per annum of the LP Class NAV of the applicable LP Class: Class R LP Units and Class S LP Units (regular Classes of LP Units) is 0.95%; and Class T LP Units and Class U LP Units (Founders Class LP Units) is 0.70%. The Manager compensates the Asset Manager from the Partnership management fee.

Accordingly, the aggregate management fees borne by each Series of Units is as a particular percentage rate per annum of the Series NAV is as follows:

Aggregate Management Fee incurred by Trust Units

Regular Series Units	Founders Series Units
Series A Units: 2.25%	Series B Units: 2.00%
Series F Units: 1.25%	Series G Units: 1.00%

The Manager-Trustee receives a management fee (the “**Management Fee**”) with respect to each Series of Units as follows, calculated as the applicable percentage rate per annum of the Series NAV of the applicable Series:

Regular Series Units	Founders Series Units
Series A Units: 1.30%	Series B Units: 1.30%
Series F Units: 0.30%	Series G Units: 0.30%
Series I Units: Negotiated between the Manager-Trustee and the investor.	

The Management Fee paid by the Trust to the Manager-Trustee is calculated and payable monthly in arrears, plus applicable taxes. (Similarly, the Partnership must also pay applicable taxes on the management fees it pays to the Manager of the Partnership.)

To encourage large investments in the Trust and to be able to offer fees that are competitive for investments of that size, and in certain other circumstances, the Management Fee may be reduced in the discretion of the Manager-Trustee. Management Fees of Series I Units are payable by the Unitholder directly to the Manager-Trustee.

Trailer Fee

The Manager-Trustee pays to each registered dealer whose clients hold Series A Units and Series B Units a servicing fee (the “**Trailer Fee**”) equal to 1.00% per annum of the applicable NAV per Unit in respect of the Units held by the registered dealer’s clients (calculated at the end of each calendar quarter and paid approximately 30 days thereafter), plus applicable taxes.

There are no trailer fees paid in respect of the Series F Units, the Series G Units, or the Series I Units. No trailer fee is paid to the Manager-Trustee with respect to Units purchased through the Manager-Trustee, acting as exempt market dealer.

Organizational Expenses and Ongoing Expenses of the Trust

The Trust will bear all organizational expenses incurred in connection with the formation and organization of the Trust and the offering of the Units in the Trust, including but not limited to legal, accounting, printing, mailing, regulatory filing fees and expenses (including any registrations and filings in respect of the offering of Units in the relevant provinces), expenses related to the preparation of initial versions of sales materials and related documentation, translation fees and expenses, and expenses related to the initial setup of any website/portal and designs, any other such organizational expenses referred to in the Declaration of Trust and all fees, costs and expenses related to the organization of any Sub-Trust(s) or Intermediate Entity(s) created from time to time, including, in each case, all such expenses incurred by the Trust, the Manager-Trustee and the Partnership (collectively, “**Organizational Expenses**”). Organizational Expenses include expenses paid for in advance by the Trust, the Manager-Trustee or the Partnership on the Trust’s behalf, if any.

The Manager-Trustee, Forgestone Capital or their respective Affiliates may at their discretion advance all or a portion of the Organizational Expenses and Trust Expenses incurred (such expenses, the “**Initial Expenses**”) by the Trust, in which case the Trust will reimburse the Manager-Trustee, Forgestone Capital or their respective Affiliates for Initial Expenses in full following the date on which the Trust first accepts third-party investors (such date, the “**Effective Date**”) or such other time period as determined by the Manager-Trustee in its sole discretion. For purposes of calculating the Trust’s net asset value for subscriptions and withdrawals (but not for financial reporting purposes), the Initial Expenses incurred or reimbursed by the Trust through the Effective Date will be amortized over a period of 60 months, or such other time period as determined by the Manager-Trustee in its sole discretion. For financial reporting purposes, Initial Expenses will be recognized as a reduction to net asset value in the month the Trust reimburses the Manager-Trustee, Forgestone Capital or their respective Affiliates for such costs.

The Trust will pay the costs and expenses of the Trust (the “**Trust Expenses**”), including without limitation: the Management Fees; Organizational Expenses; capital-raising expenses (including but not limited to subscription processing and filing fees and expenses and, expenses related to the offering of Units through Fundserv, fees and expenses associated with the translation of any materials prepared in respect of the Trust, due diligence expenses of participating distributors, costs in connection with updating and distributing sales materials, ongoing design and website/portal maintenance expenses, fees to attend seminars sponsored by participating distributors, and reimbursements for customary travel, lodging and meals (including without limitation cars and meals outside normal business hours), paying agents and/or other jurisdiction-specific service providers, and fees or expenses related to the technology or platform of specific distributors; any sales or other taxes, fees or government charges which may be assessed against the Trust (other than those that are allocable to a specific Unitholder) and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Trust); expenses and fees related to audits of the Trust’s books and records including the audited financial statements and preparation of the Trust’s tax returns and other third-party provider expenses, including expenses related to tax reporting including under the Foreign Account Tax Compliance Act (“**FATCA**”) and Parts XVIII and XIX of the Tax Act; costs of

preparing and distributing financial statements and other reports to and other communications with the Unitholders, as well as costs of all governmental returns, reports and estimates; filing and regulatory fees and expenses (including, without limitation, the costs and expenses of legal and consulting fees in connection with drafting and filing all regulatory, administrative and compliance filings and reports required to be made by the Trust, the Manager-Trustee relating to the Trust, including, without limitation, exempt trade reports, anti-money laundering reporting and any other applicable filings or reports); any costs or expenses in connection with the Trust's subscription to the Partnership (including, the legal costs of completing subscription booklets and negotiating any side letter agreements) and the costs and expenses incurred by the Partnership in connection with the Trust; costs of monitoring the Trust's investment(s) in the Partnership, including but not limited to costs associated with travel to any Partnership investor meetings (if applicable); extraordinary one-time expenses of the Trust; all expenses relating to distributions to the Unitholders, including costs in connection with the administration of the DRIP; all expenses relating to litigation and threatened litigation involving the Trust, including indemnification, dispute resolution and related legal fees and expenses; commissions or brokerage fees or similar charges incurred in connection with the purchase or sale of securities; indemnification (including any fees, costs and expenses incurred in connection with indemnifying any Unitholder or other person and advancing fees, costs and expenses incurred by any such person in defense or settlement of any claim that may be subject to a right of indemnification pursuant to the Declaration of Trust); financing, commitment, origination and similar fees and expenses; broker, dealer, finder, underwriting (including both commissions and discounts), loan administration and private placement fees, sales commissions, investment banking fees and fees for similar services; brokerage, sale, depository, trustee, record keeping, account and similar services; the costs and expenses (including travel-related expenses) of hosting meetings of the Unitholders, or otherwise holding meetings or conferences with Unitholders, whether individually or in a group; expenses attributable to normal and extraordinary investment banking, commercial banking, accounting, appraisal, advisory, legal and administration (including the fees and expenses paid to the Administrator) related to the Trust; computer software, licensing, programming and operating expenses; printing, communications, marketing and publicity; developing, licensing, implementing, maintaining or upgrading any web portal, extranet tools, computer software or other administrative or reporting tools (including subscription-based services) for the benefit of the Trust or the Unitholders; investment or other expenses relating to the Trust's investment in the Partnership; expenses relating to any Intermediate Entity, any activities with respect to protecting the confidential or non-public nature of any information or data; fees and expenses incurred in connection with or otherwise relating to the preparation of form documentation in respect of transfers; amendments to, and waivers, consents, or approvals pursuant to, the constituent documents of the Trust, the Manager-Trustee or their affiliates; fees and expenses incurred in respect of any arrangement to provide additional liquidity to Unitholders and facilitate the process for Unitholders to sell all or any portion of their Units; complying with any law or regulation related to the activities of the Trust (including regulatory expenses of the Manager-Trustee incurred in connection with the operation of the Trust and legal fees and expenses related thereto); custodial and sub-custodial transaction charges and any costs associated with collateral management; bank charges; other investment and operating expenses; any governmental inquiry, investigation or proceeding involving the Trust, including the amount of any judgments, settlements, or fines paid in connection therewith; directors and officers liability, errors and omissions liability and partnership liability premiums and other insurance to protect the Trust in connection with the activities of the Trust, the Manager-Trustee and any of their respective partners, members, stockholders, officers, directors, employees, agents or affiliates in connection with the activities of the Trust; the costs and expenses incurred by the Partnership in connection with the subscription of the Trust to the Partnership, including due diligence costs, costs of outside counsel and outside advisors, research costs, and any other costs incurred in respect of the admission to the Trust; liquidation, winding up or dissolution expenses of the Trust; and all applicable taxes payable in respect of any of the foregoing and all other Trust Expenses for the account of the Trust identified in the Declaration of Trust. In addition to the foregoing, Trust Expenses include all of the operating expenses of the Manager-Trustee incurred on the Trust's behalf, if any, including Organizational Expenses.

The Trust Expenses incurred in connection with the formation, business and operations of any Sub-Trust will generally be allocated to such Sub-Trust. The allocation of Trust Expenses to a Sub-Trust will reduce the amount of income and capital available to satisfy the Sub-Trust's obligations under the Redemption Notes it may issue to Unitholders.

In addition to the foregoing costs and expenses, Unitholders will indirectly bear the cost of the Trust's pro rata share of management fees, performance fees, organizational expenses, taxes, indemnification and other costs and expenses borne by the Trust as a unitholder of the Partnership.

Waiver/Change of Fees and Reimbursement of Expenses

The Manager-Trustee may from time to time, at its option, waive or postpone any portion of the fees and reimbursement of expenses otherwise payable to it, but no such waiver or postponement affects its right to receive fees and reimbursement of expenses subsequently accruing to it. If the Manager-Trustee does waive or postpone any fees or expense reimbursement, it may discontinue such practice at any time in its discretion without notice to Unitholders.

1.5.3.2 Fees and Expenses of the Partnership

Performance Fees on the Partnership Units

As a result of the Trust investing in the Partnership, Unitholders are exposed to a performance fee ("**Performance Fee**") calculated and accrued monthly and payable to the Asset Manager as of the last Business Day in each year beginning in 2026 (each, a "**Performance Valuation Date**") on a series-by-series and class-by-class basis in respect of each Class R LP Unit, Class S LP Unit, Class T LP Unit and Class U LP Unit outstanding prior to giving effect to redemptions on such date in an amount equal to:

- 15% of the positive amount by which the Adjusted Net Asset Value (as defined below) of each Series of each Class R LP Unit and Class S LP Unit on the Performance Valuation Date exceeds the High Watermark (as defined below) of such LP Unit; and
- 7.5% of the positive amount by which the Adjusted Net Asset Value of each Series of each Class T LP Unit and Class U LP Unit on the Performance Valuation Date exceeds the High Watermark of such LP Unit.

If any such LP Units are redeemed prior to the last Business Day of a year, a Performance Fee will be payable on the relevant redemption date in respect of each such LP Unit, as if such date were a Performance Valuation Date. For further clarity, the Performance Fee payable by the Partnership on December 31, 2026 for a given Series of a Class of LP Units shall be calculated and accrued from the date subscriptions are first accepted for such Series of LP Units.

Class I LP Unit Performance Fees are negotiated between the General Partner and the relevant investor. Performance Fees of Class I LP Units are payable by the Unitholder directly to the General Partner.

The Performance Fee is subject to applicable taxes.

"**Adjusted Net Asset Value**" of an LP Unit on any date is equal to the Net Asset Value per LP Unit of such LP Unit on such date (calculated after deduction of: (i) the Partnership management fee, where such management fee is reduced by an amount equal to the Trailer Fee paid by the Manager-Trustee to investment dealers for Series A Units or Series B Units, where applicable; (ii) Common Expenses; and, (iii) Class Expenses but before deduction of the Performance Fee payable by the Partnership to the Asset Manager pursuant to the Asset Management Agreement and any redemption deductions payable in respect of such LP Unit) plus the amount of any distributions paid and payable to the Partnership Unitholder in respect of such LP Unit since the date as at which the High Watermark of such LP Unit was established.

"**High Watermark**" for an LP Unit as at any date means, initially, its subscription price, and thereafter will be adjusted from time to time to equal its Net Asset Value immediately following the payment of a Performance Fee in respect of that LP Unit. The High Watermark of an LP Unit will be appropriately adjusted in the event of a consolidation or subdivision of LP Units.

A net loss chargeable to an LP Series (or applicable LP Units thereof) during each calendar year or portion thereof shall be treated as a “loss carryforward amount” which shall be carried forward and no Performance Fee will be payable with respect to such LP Series (or applicable LP Units thereof) until the loss carryforward amount previously allocated to the LP Series (or applicable LP Units thereof) has been recouped. Specifically, for purposes of calculating the Performance Fee for a given calculation period and LP Series, New Partnership Profits (as defined below) shall first be reduced, dollar-for-dollar (but not below zero), by any unrecovered loss carryforward amount attributable to such LP Series. If net assets of an LP Series are reduced due to net redemptions or transfers with respect to such LP Series during a period, there will be a proportional reduction in any related loss carryforward amount that must be recouped before the Asset Manager is eligible to receive a Performance Fee with respect to such LP Series.

“**New Partnership Profits**” are the increase, if any, in the Net Asset Value of an LP Series during a period, as adjusted to eliminate the effect on net asset value of subscriptions, redemptions and distributions, if any, made with respect to the LP Series during the period. For this purpose, Net Asset Value is determined prior to the accrual of the Performance Fee and after the accrual of the Partnership management fee, where such management fee is reduced by an amount equal to the Trailer Fee paid by the Manager-Trustee to investment dealers for Series A or Series B Units, where applicable.

Any Performance Fee payable will be payable by the Partnership to the Asset Manager within 45 days of December 31 of each year, and shall be subject to, and exclusive of, harmonized sales tax (or any other applicable taxes) and the aggregate amount of Performance Fee payable on all LP Units within an LP Series will be deducted as an expense of the Partnership and such aggregate amount of Performance Fee will be allocated to that LP Series in the calculation of the LP Series Net Asset Value of that Series of LP Units. Should the completed audited financial statements for the year result in a change to the Performance Fee that was previously paid to the Asset Manager for such year, the Asset Manager shall repay to the Partnership any excess amount received or the Partnership shall pay to the Asset Manager any deficit outstanding within 10 days of the completion of the audited financial statements.

The Asset Manager will not be required to return any Performance Fee received by it, even if the Net Asset Value of an LP Unit goes down after the Performance Valuation Date.

The Asset Manager and Manager may elect to receive any portion of the Partnership management fees and/or Performance Fees to which they are entitled, as applicable, in Class I LP Units of the Partnership. There will be no minimum amount, hold period, management fee, or Performance Fee associated with such Class I LP Units and the Manager and/or Asset Manager may choose to redeem such LP Units at any time. Having elected to receive a fee payment in LP Units, the Manager and Asset Manager are under no requirement to continue to receive payment of fees in LP Units and may elect to receive future fee payments in cash at any time.

Partnership Formation Costs and Ongoing Expenses

The Partnership will bear all organizational expenses incurred in connection with the formation and organization of the Partnership.

The Partnership pays for all ordinary expenses it incurs in connection with the Partnership’s operation and management. In addition to the fees and expenses referenced elsewhere in this Offering Memorandum, these expenses include, but are not limited to: (a) any taxes payable by the Partnership; (b) costs and fees payable to any valuator, technical consultant, accountant, administrator, registrar, transfer agent, custodian or auditor or other third party service provider, including with respect to reviews of third party appraisals; (c) ongoing regulatory filing fees; (d) any expenses incurred in connection with investments, including but not limited to all third-party costs incurred in connection with any acquisition, disposition and/or development of any of the properties or any additional properties (including fees, expenses and costs incurred as a result of a proposed transaction or investment by the Partnership that is not consummated) which may be incurred by the Partnership from time to time, including costs associated with ownership structuring, land transfer taxes, costs associated with financings, including the bridge loan financing facility (including loan facilitation fees, legal fees, consultants fees and travel costs), due diligence related fees, legal fees and other

professional fees and expenses including those costs incurred by the Asset Manager attributable to the transaction; (e) reasonable amounts of insurance, if any, as the General Partner shall deem necessary for the conduct of the business of the Partnership, including mortgage default insurance in connection with any of the properties forming part of the Partnership's portfolio from time to time and liability insurance (e.g., E&O and D&O insurance) covering any employee, agent, advisor or independent contractor of the General Partner, the Partnership, the Manager or the Asset Manager; (f) any expenses incurred in connection with negotiating and settling co-investment, co-ownership, syndication or joint venture agreements on behalf of the Partnership; (g) any expenses incurred in connection with any legal proceedings in which the General Partner, Manager or Asset Manager participates on behalf of the Partnership or any other acts of the General Partner, Manager, Asset Manager or any other agent of the Partnership in connection with the maintenance or protection of the property of the Partnership, including without limitation costs associated with the enforcement of investments made in mortgage debt; (h) reimbursement of all direct expenses incurred on behalf of the Partnership by the General Partner, Manager, and Asset Manager; (i) any additional fees payable to the Manager or the Asset Manager for performance of extraordinary services on behalf of the Partnership; (j) consulting fees and expenses associated with the preparation of tax filings; (k) all expenses associated with ongoing investor relations and education relating to the Partnership; (l) all services required in connection with the provision of information to Partnership Unitholders and expenses associated with communications with and mailings and notices to Partnership Unitholders and expenses of holding Partnership Unitholder meetings; (m) costs of preparing, printing and distributing offering materials in respect of the offering of Units of any Class of the Partnership; (n) costs to prepare and issue any Redemption Notes and all administration costs associated therewith including the extraordinary costs and costs of any meeting of holders of Redemption Notes or consent solicitation; (o) any and all fees and expenses as may be set out in the Partnership's offering documents; and (p) any and all fees and expenses as may be agreed upon by the Partnership or the General Partner that it will bear as a partnership expense. The Partnership is also responsible for all taxes, commissions, real estate brokerage fees, commitment fees and other costs of real estate transactions (including land transfer tax), mortgage servicing fees, debt service and all costs incurred by the Partnership in connection with its financing including the financing of any of the properties including any long-term financing and any operating line or revolving line of credit in respect of the Partnership or any of the properties forming part of the Partnership's portfolio from time to time, banking fees, and any extraordinary expenses that it may incur or that may be incurred on its behalf from time to time, as applicable.

Fees that may be charged by affiliates or related entities of the Asset Manager for Project Specific Services

The Partnership from time to time may invest in assets and/or entities to whom related parties of the General Partner may provide services, including but not limited to, property management services, mortgage origination, mortgage servicing, capital improvement, leasing services, acquisition and disposition fees on equity investments, development management services, construction management and/or construction management oversight, and other project specific services. Fees for such services shall be at rates set out in written agreements and shall be at fair market value rates charged by arm's-length third parties for comparable services. The General Partner may elect in its sole discretion to instruct its related parties to waive the levying of any such fees.

1.6 Management

1.6.1 Manager-Trustee

Altrust Investment Solutions Inc. is the Manager-Trustee of the Trust pursuant to the terms and conditions set out in the Declaration of Trust.

The powers, authorities and responsibilities of the Manager-Trustee are limited to those expressly set forth in the Declaration of Trust. The Manager-Trustee is responsible for holding Trust Property in trust for the benefit of the Unitholders and subject to the terms of the Declaration of Trust. See "Responsibilities of the Manager-Trustee".

1.6.2 General Partner

FSC Diversified GP Inc. is the general partner of the Partnership. The General Partner was incorporated on March 27, 2025 under the laws of the Province of Ontario. Its head office is located at 130 King Street West, Suite 2350, Toronto, ON M5X 2A2.

The General Partner has authority to manage the operations and affairs of the Partnership, to make all decisions regarding the business of the Partnership, to bind the Partnership and to admit Partnership Unitholders into the Partnership, without notice to or the consent of any other partners, in accordance with the Partnership Agreement. The General Partner has delegated certain of these responsibilities to the Manager pursuant to the Management Agreement, subject to the General Partner's overriding control and direction.

Pursuant to the Limited Partnership Agreement, the General Partner covenants that it will exercise the powers and discharge its duties under this Agreement honestly, in good faith, and in the best interests of the Partnership, and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

The General Partner has unlimited liability for the undertakings, liabilities and obligations of the Partnership. The General Partner is not liable to the Partnership Unitholders for any mistakes or errors in judgment or for any act or omission believed by it in good faith to be within the scope of authority conferred by the Partnership Agreement, other than certain exceptions as described in the Partnership Agreement. The General Partner will indemnify the Partnership for any costs, damages, liabilities or losses incurred by the Partnership as a result of an act of gross negligence or wilful misconduct by the General Partner, its agents or employees or of any act or omission not believed by it in good faith to be within the scope of authority conferred by the Partnership Agreement. The General Partner has nominal assets and it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to such indemnity.

Except as provided for in the Limited Partnership Agreement, the General Partner may not be removed as general partner of the Partnership.

Upon (i) the passing of any resolution of the directors or shareholders of the General Partner requiring or relating to the bankruptcy, dissolution, liquidation or winding up of the General Partner, (ii) the making of any assignment by the General Partner for the benefit of creditors of the General Partner, (iii) the appointment of a receiver of the assets and undertaking of the General Partner or (iv) the General Partner failing to maintain its status under the Limited Partnership Agreement, the General Partner shall cease to be qualified to act as general partner hereunder and shall be deemed to have been removed thereupon as the general partner of the Partnership effective upon the appointment of a new general partner. A new general partner shall, in such instances, be appointed by the Limited Partners by an ordinary resolution after receipt of written notice of such event (which written notice shall be provided by the General Partner forthwith upon the occurrence of such event).

The General Partner may also be removed in the following circumstances (each a "**Removal Event**"): (a) any conduct or lack of conduct that constitutes any of the following: (i) fraud, bad faith or willful misconduct; (ii) gross negligence or reckless disregard in relation to activities of the Partnership; or (iii) either (A) breach of the General Partner's standard of care under the Limited Partnership Agreement or any other obligation under the Limited Partnership Agreement, which has a material and adverse effect on the business or operation of the Partnership and is not cured within ninety (90) days (or such longer period of time as may be reasonably required in the circumstances, provided that the General Partner has commenced to cure such breach within such ninety (90) day period and thereafter diligently continues with the curing of such breach); or (b) as provided in Section 10.5 of the Limited Partnership Agreement. Removal of the General Partner under Section 9.13(3) of the Limited Partnership Agreement will not be effective unless and until: (i) such termination or removal of the General Partner has been approved; and (ii) a successor general partner has been appointed, in each case, by Extraordinary Resolution excluding for these purposes Units held by the General Partner. Such removal shall be effective immediately following the admission of the successor general partner to the Partnership.

The General Partner may voluntarily withdraw as general partner by giving ninety (90) days' notice. Such withdrawal shall be effective immediately following the admission of the successor general partner to the Partnership.

1.6.3 Manager

The General Partner has appointed Altrust Investments Solutions Inc. as the manager of the Partnership. Altrust Investments Solutions Inc. ("**Altrust**" or the "**Manager**") was incorporated under the laws of the Province of Ontario on July 23, 1999. Its head office and registered office is located at 120 Adelaide Street West, Suite 2500, Toronto ON M5H 1T1. The Manager has been registered as a portfolio manager and exempt market dealer with the Ontario Securities Commission (the "**OSC**") since October 1999, and as an investment fund manager with the OSC since April 2012. The Manager is also registered with the Autorité des marchés financiers in Québec as an investment fund manager and exempt market dealer.

Duties and Services to be Provided by the Manager

The Manager provides regulatory and compliance oversight for the Partnership. The Manager is also responsible to structure and coordinate creation of the Partnership, oversee preparation of the Partnership's offering documents, asset management agreement and other material agreements, establish and monitor the Partnership's compliance and risk management programs, supervise the Partnership's administration process, liaise with the Partnership's service providers, oversee compliance with the Partnership's investment objectives and performance, identify and address conflicts of interest, oversee and approve the Partnership's net asset value calculation for each Class and Series of LP Units, oversee the Partnership's subscription and closing process, redemptions, oversee payment of dividends or other distributions, review and approve audited financial statements, review and ensure delivery of the Partnership's various security holder reports and tax information, and, manage the bank accounts and custody accounts for the Partnership. The Manager has also been engaged to distribute LP Units.

The Manager is an asset management firm that specializes in providing, through pooled funds, select alternative investment solutions that meet varying investment needs. The Manager accesses alternative investment solutions through investment in existing master funds or by engaging highly qualified asset-specific advisors. The Manager's clients primarily consist of high-net-worth individuals who access their funds through registered investment advisors.

The following table sets forth the name, residence, position with the Manager of each of the directors and executive officers of the Manager.

Name, and Province of Residence	Position Held with the Manager
Henry Kneis Toronto, Ontario	Chief Executive Officer & Director
Wilson Tow Toronto, Ontario	Managing Director, Head of Product Structuring and Business Development
Ray Johannsson Toronto, Ontario	Chief Technology Officer
Arsh Singh Toronto, Ontario	Chief Marketing Officer

1.6.4 Fund Administrator for the Trust and the Partnership

The Manager-Trustee has appointed Apex Fund Services (Canada) Ltd. as the administrator, registrar and transfer agent to the Trust and the Partnership (the "**Administrator**") pursuant to an administration

agreement made between the Manager-Trustee and the Administrator (the “**Administration Agreement**”). The principal office of Apex Fund Services (Canada) Ltd. is 350 Bay Street, Suite 1200, Toronto, Ontario M5H 2S6. Pursuant to an Administration Agreement, Apex Fund Services (Canada) Ltd. is responsible, among other things, to provide record keeping and financial reporting services to the Funds; to calculate the Net Asset Value of the Funds, the Class Net Asset Value and Class NAV per Unit for each class of Units and Series Net Asset Value and Series NAV per Unit for the Funds on each Valuation Date; administration and calculation of expense allocations between classes of Units, management fees, performance fees, and income distributions; prepare financial statements and tax returns; prepare and distribute investor tax slips; maintain the Unit registers of the Funds; and administer Fundserv codes for electronic settlement and fund transfers. Any fees required to be paid to the Administrator for services rendered, other than in respect of a transfer of Units, shall be the responsibility of the applicable Fund. Any fees associated with the transfer of Units shall be borne by the transferring Unitholder.

The Administrator bases its computations on the assets and liabilities reported to the Administrator by the Partnership as well as the Manager-Trustee. The Administrator will assume that these assets and liabilities represent a complete record of the Trust’s investments as of the date of the Trust’s accounting statements as prepared by the Administrator. The Trust may specify pricing methodologies that the Administrator must rely upon (such as the prices of listed, liquid securities reported on exchanges and quoted by third-party vendors) or, alternatively, the Trust may require the Administrator to accept valuations of securities and other assets from the Manager-Trustee. The prices of assets and liabilities used by the Administrator in computing the Trust NAV may vary from prices that the Administrator uses in providing comparable services to other clients and from prices that affiliates of the Administrator use in connection with their customer or proprietary business.

The Administrator is a service provider to the Trust and is not responsible for the information in, or preparation of, this Offering Memorandum or the activities of the Trust and therefore accepts no responsibility for any information contained in this Offering Memorandum. Other than its review of whether investors have affirmatively provided representations in their subscription document noting their capacity to invest in the Trust, the Administrator makes no independent review of the capacity and authority of investors to invest in the Trust. The Administrator is not an auditor and does not provide tax, accounting or auditing advice, nor is it a fiduciary to the Trust, the Manager-Trustee, or the Trust’s investors. The Administrator is not responsible for monitoring the Trust’s portfolio to determine whether the Trust is in compliance with the investment guidelines and restrictions set forth in this Offering Memorandum or as otherwise may be applicable to the Trust or the Manager-Trustee under applicable law.

The Trust has agreed to indemnify the Administrator for any claim, liability, cost or expense asserted against the Administrator in connection with the conduct of the business of the Trust under the Administration Agreement, except to the extent of the Administrator’s gross negligence, willful misconduct or bad faith. The Administration Agreement may be terminated by the Trust on not less than 90 days’ written notice subsequent to the first anniversary date of the Administration Agreement, although it may be terminated on shorter notice in certain circumstances as described in the Administration Agreement.

Item 2 INTERESTS OF DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

2.1 Management Experience

Altrust Investment Solutions Inc. is the Manager-Trustee of the Trust and the Manager of the Partnership.

Name	Principal occupation and related experience
Henry Kneis	Mr. Kneis is co-founder, director and Chief Executive Officer of Altrust Investment Solutions Inc. The Manager-Trustee sources, performs due diligence upon, packages and distributes unique investments to wealth management firms, investment dealers, advisors and family offices in Canada.

	<p>Mr. Kneis has over 35 years of experience in the alternative investment industry specializing in hedge fund investment management, structured product development, equity derivatives, arbitrage trading and venture capital investing. As a financial services entrepreneur, he has significant experience starting and operating independent investment management entities and launching and managing investment products.</p> <p>Prior to co-founding the Manager-Trustee, Mr. Kneis was the co-founder, CEO and a member of the board of directors of Difference Capital Financial Inc. (“DCF”), a TSX listed merchant bank. DCF invested in private technology, media and healthcare growth companies.</p> <p>Prior to co-founding DCF in 2012, Mr. Kneis was the Founder, CEO and Chief Investment Officer of Abria Alternative Investments, where he managed three portfolios of hedge funds. Abria was the inaugural winner in 2004 of the Canadian Investment Awards “Best Fund of Hedge Funds”. Prior to founding Abria, Mr. Kneis was the CEO of Maple Securities Ltd., a privately held investment dealer and Toronto Stock Exchange member capitalized at \$100 million. He managed proprietary trading portfolios for Maple and its affiliates with aggregate balance sheet assets of \$3 billion.</p> <p>Mr. Kneis began his career with First Marathon Securities in 1987. Mr. Kneis was a managing partner of FM Financial Products, an equity derivative proprietary trading group which Mr. Kneis helped grow to over 200 employees and thirteen profit centres across four countries.</p>
Wilson Tow	<p>Mr. Tow is co-founder, director, and Head of Product Structuring & Business Development of the Manager. He has over 25 years’ experience in wealth and asset management.</p> <p>Prior to co-founding the Manager, Mr. Tow was co-founder and Managing Partner at Fern Capital Partners where he created and launched a unique alternative credit fund of-funds mixing both private and public credit solutions. The novel structure offered retail investors access to assets traditionally available only to institutional investors.</p> <p>Previously, Mr. Tow was Director of New Products and Complex Investments at ScotiaMcLeod where he oversaw the due diligence and approval process for all investment products offered on Scotia’s product shelf. This included a broad range of instruments ranging from GICs to non-brokered private placements and exempted securities. Under Mr. Tow’s leadership, Scotia’s alternative offerings grew meaningfully, helping investment advisors and investors structure more robust investment portfolios.</p> <p>Prior to ScotiaMcLeod, Mr. Tow was Head of Product Research at Manulife Securities where he was responsible for formulating, designing, and implementing Manulife’s due diligence investment process.</p> <p>Before moving to wealth management in 2006, Mr. Tow spent the previous twelve years in the asset management business, starting his career at Scudder Canada and its successor companies where he held senior roles in relationship management as well as product management and development. He also spent some time at Maple Financial where he was an analyst and allocator for its fund-of-hedge-funds product.</p> <p>Mr. Tow is active in the alternative asset industry in Canada and currently sits on the Member Advisory Panel of the Canadian Association of Alternative Strategies and Assets (CAASA).</p>

Officers and Directors of the Manager-Trustee

The following table sets forth the name, municipality of residence and position of the directors and executive officers of the general partner and of the Manager-Trustee.

Name and Municipality of Principal Residence	Position with the Manager-Trustee	Principal Occupation
Henry Kneis Toronto, Ontario	Chief Executive Officer	Executive, portfolio manager
Wilson Tow Toronto, Ontario	Managing Director	Executive, Head of Product Structuring & Business Development

2.2 Penalties, Sanctions and Bankruptcy

No director, executive officer or control person of the Partnership, the General Partner or the Manager-Trustee has in the last 10 years: (i) been subject to any penalties, sanctions or cease trade orders; (ii) been a director, executive officer or control person of an issuer that has been subject to any penalties, sanctions or cease trade orders while such director, executive officer or control person was a director, executive officer or control person of such issuer; (iii) been subject to an order restricting trading in securities, not including an order that was in effect for less than 30 consecutive days; (iv) made any declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets; or (v) been a director, executive officer or control person of an issuer that has made any declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets while such director, executive officer or control person was a director, executive officer or control person of such issuer. Furthermore, neither the Partnership, the General Partner or the Manager-Trustee nor a director, executive officer or control person of the Partnership, the General Partner or the Manager-Trustee has ever pled guilty to or been found guilty of: (i) a summary conviction or indictable offence under the *Criminal Code* (Canada); (ii) a quasi-criminal offence in any jurisdiction of Canada or a foreign jurisdiction; (iii) a misdemeanour or felony under the criminal legislation of the United States of America, or any state or territory of the United States of America; or (iv) an offence under the criminal legislation of any other foreign jurisdiction.

2.3 Loans

There are no outstanding debentures or loans from the directors, management, or principal holders of the Trust or the Manager-Trustee.

Item 3 SECURITIES OFFERED

3.1 Terms of Securities

The beneficial interests in the net assets and net income of the Trust are divided into series of units of a single class. Subject to the Founders Issue Cap, the Trust is authorized to issue an unlimited number of Series B Units, Series G Units, Series A Units, Series B Units, Series F Units, Series G Units and Series I Units.

An aggregate \$100,000,000 of Series B Units and Series G Units of the Trust and Series B LP Units and Series G LP Units of the Partnership (the “**Founders Units**”) have been authorized for issuance to eligible Investors who will benefit from reduced management fees. Once an aggregate of \$100,000,000 of Founders Units are issued (the “**Founders Issue Cap**”), the Founders Series and Classes will be closed to new subscriptions, including to existing holders of such units. The Founders Issue Cap, however, does not apply to the acquisition of Founders Series Units through the DRIP and the issuance of additional Founders Series Units may be authorized by the Manager-Trustee for such purpose.

If the aggregate subscription amount of Founders Class LP Units and Founders Series Units that have been subscribed for at any time (taking into account the aggregate subscription amount of such units since the inception of the Partnership and the Trust) exceeds the Founders Issue Cap, such subscriptions will be accepted and the applicable units will be issued by the Partnership and the Trust on a pro rata basis, in an amount up to the Founders Issue Cap, as determined by the Manager, its capacity as Manager of the Partnership and Manager-Trustee of the Trust, in its sole discretion. Any excess subscription amounts will be applied to the purchase of other classes of units for which such investors are eligible to purchase or returned to the investors as agreed by the investor and the Manager, its capacity as Manager of the Partnership and Manager-Trustee of the Trust, as the case may be.

The Manager-Trustee may, without the approval of or notice to the Unitholders, create additional Classes of Units at any time by amending the Declaration of Trust and in doing so, the Manager-Trustee may, where applicable, fix before issuance the initial consideration per Unit and the designation of and the provisions attaching to the Units of each such Class.

Description of the Units

General Rights and Privileges

Subject to the provisions of the Declaration of Trust, each Unit shall entitle the holder thereof to participate pro rata with respect to all distributions of the same Class, and, upon liquidation of the Trust to participate pro rata with the Unitholders of the same Class in the assets of the Trust attributable to such Class remaining after the satisfaction of outstanding debts, liabilities and liquidation or termination expenses of the Trust. Distributions are allocated among each Series of each Class of Units in such manner and at such times as the Manager-Trustee considers appropriate and equitable. Eligible Holders have the right to participate in the DRIP. See “Distribution Reinvestment Plan”. Unitholders have the right to redeem the Units as set out in this Offering Memorandum. See “Redemption of Units”.

Holders of any Class of Units have the right to elect to redesignate such Units into other Classes of Units, subject to Manager-Trustee approval. See “Redesignation of Units. Unitholders have no voting rights in respect of securities held by the Trust. The distinguishing characteristic of each Class of Units relates to the different fee structure applicable to such Class. See “Fees and Expenses”. Units may not be transferred except in conformity with applicable securities laws relating to resale of securities and only if the prior written consent of the Manager-Trustee has been obtained and the transfer is in accordance with the provisions of the Declaration of Trust.

Issuance of Units

The Manager-Trustee may, at any time without the approval of the Unitholders, raise capital for the Trust by issuing and selling Units, on a private placement basis (including, without limitation, through the DRIP) and may determine the terms and conditions of any such issuance and sale and may do all things in that regard including, without limitation, preparing and filing an offering memorandum, and such other documents as may be necessary or advisable, paying from the Trust the expenses of the offering and sale of Units and entering into agreements with any person providing for a commission or fee in respect of such sale, either to underwriters, agents or purchasers, all in a manner that is not inconsistent with the provisions of any offering memorandum or relevant offering documents and provided that the Manager-Trustee have complied with applicable securities laws and have acted in good faith and in the best interest of the Trust in accordance with the Declaration of Trust.

3.2 Subscription for Units

Units Offered and Subscription Price

There will be no closing unless an aggregate of 2,500,000 Units and LP Units are sold for gross proceeds of \$25,000,000, which minimum Offering amount can be waived by the Manager-Trustee in its capacity as

Manager-Trustee and in its capacity as Manager of the Partnership at any time in its sole discretion. There is no maximum number of Units that may be sold under the Offering (provided that the number of Founders Series Units is subject to the Founders Issue Cap).

Investors may purchase Series A Units, Series B Units, Series F Units, Series G Units and Series I Units through qualified representatives who will process orders by electronic means through Fundserv using the following purchase codes:

Series A Units: ATI300A

Series B Units: ATI300B

Series F Units: ATI300F

Series G Units: ATI300G

Series I Units: ATI300I

Series F Units, Series G Units and Series I Units may also be purchased through the Manager-Trustee, acting as exempt market dealer.

Units may be purchased as at the first Business Day of any month or such other time as the Manager-Trustee may determine from time to time (each, a “**Closing Date**”) at an initial purchase price per Unit equal to \$10.00 per Unit for a new Series of Units and, subsequent to each Series Roll-Up, the Base Series NAV per Unit effective as at the Valuation Date of the Series Roll-Up. The subscription price for Units is payable in Canadian dollars. Investors who wish to purchase Units will be required to enter into a Subscription Agreement with the Trust in the form prescribed by the Trust from time to time (the “**Subscription Agreement**”). The Subscription Agreement contains, among other things, representations and warranties required to be made by the Investor in respect of the purchase. Units will only be sold to individuals, corporations and trusts that are permitted to purchase them under applicable securities laws and who certify in the Subscription Agreement that such purchaser, or any ultimate purchaser for which such purchaser is acting as agent is an “accredited investor”, as that term is defined in NI 45-106 or Section 73.3(1) of the *Securities Act* (Ontario), as applicable.

Investors should carefully review the terms of the Subscription Agreement for more detailed information concerning the rights and obligations applicable to Investors, the Manager-Trustee and the Trust. Execution and delivery of a Subscription Agreement will bind you to the terms thereof, subject to certain rights of rescission, whether executed by you or by an agent on your behalf.

To acquire Units of the Trust, an Investor must:

- (a) complete and sign the form of Subscription Agreement relevant to the Series being purchased specifying the investment amount and Series of Units being subscribed for (the Trust reserves the right to use different forms of Subscription Agreements for different Investors) and whether, if such Investor is an Eligible Holder, such Eligible Holder elects to reinvest 100%, 50% or none of its distributions pursuant to the DRIP together with all applicable forms and certificates as contemplated under the Subscription Agreement (including but not limited to those set out in Schedule A to the Subscription Agreement);
- (b) deliver to the Manager-Trustee those documents outlined in (a) above and any other forms, declarations and documents as may be required by the Manager-Trustee or the Investor’s qualified representative to complete the subscription no later than 4:00 p.m. (Toronto time) on the applicable Valuation Date; and,
- (c) if purchasing through a third-party dealer, such dealer must enter a purchase order into Fundserv no later than 4:00 p.m. (Toronto time) on the applicable Valuation Date.

Subscriptions for Units will be received subject to rejection or allotment in whole or in part by the Manager-Trustee and the Manager-Trustee reserves the right to close the subscription books at any time without notice. A subscription for Units hereunder is subject to acceptance of a Subscription Agreement by the Manager-Trustee, on behalf of the Trust, and compliance with applicable securities laws. The acceptance by the Manager-Trustee, on behalf of the Trust, of a subscriber's subscription for Units, whether in whole or in part, constitutes an agreement between the subscriber and the Trust upon the terms and conditions set out in the Subscription Agreement.

Proceeds received from Investors who purchase Units under this Offering will be held in trust and only released against the issuance of the Units subscribed for. In the event the Offering is terminated prior to closing, the proceeds under this Offering received from each Investor shall be returned to such Investor promptly without interest or deduction.

Settlement of the subscription price for Units purchased through Fundserv will transact through Fundserv one Business Day after each Closing Date.

Units purchased pursuant to this Offering will be issued by the Registrar and Transfer Agent on behalf of the Trust only after the settlement of the subscription price has been completed. Units issued by the Registrar and Transfer Agent will be represented by a book entry in a book-based system maintained by the Registrar and Transfer Agent on behalf of the Trust. Certificates evidencing ownership of the Units will not be issued to Unitholders. Holding Units in a book-based system means there is no risk of losing Unit certificates, which can be costly to replace.

Purchase of Units Through the Manager-Trustee

All Units must be purchased through a registered dealer. The Manager-Trustee is registered as an exempt market dealer ("**EMD**") in Ontario, Québec, British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick and Nova Scotia. Residents of the aforementioned jurisdictions (as well as those jurisdictions where the Manager-Trustee may in future register its EMD) may purchase Series F Units, Series G Units and Series I Units through the Manager-Trustee, acting as exempt market dealer. Residents of Prince Edward Island may not purchase Units through the Manager-Trustee but may purchase Units through their registered dealer.

In order to purchase Units directly from the Manager-Trustee, subscribers must first complete the Manager-Trustee's client application through the Midasboard.com portal. Midasboard is a technology-enabled EMD service of the Manager-Trustee. Potential subscribers will be required to complete industry-standard know-your-client forms and answer questions regarding financial wherewithal and risk tolerance, provide proof of identity, and undergo an anti-money laundering and anti-terror-list vetting to be accepted as a dealer-client of the Manager-Trustee. The Manager-Trustee will then assess the subscriber's risk tolerance and other metrics to determine the suitability of the Trust as an investment. Once this process has been successfully completed, the client will be notified that they may proceed to enter a purchase order for Units of the Trust through their account on Midasboard.com.

In addition to the requirements set out in "Units Offered and Subscription Price" sections (a) and (b) above, the required payment must be received by the Manager-Trustee no later than 4:00 p.m. (Toronto time) on the Closing Date. Payment may be made by certified cheque, wire transfer or as otherwise instructed by the Manager-Trustee.

Minimum Initial Subscription Amount

The minimum initial subscription amount for Series A Units and Series F Units is \$25,000 or such lesser amount as the Manager-Trustee, in its sole discretion, may accept.

The minimum initial subscription amount for Series B Units and Series G Units, the Founders Series Units, is \$100,000 or such lesser amount as the Manager-Trustee, in its sole discretion, may accept. If the initial

subscription is made by a registered intermediary on behalf of multiple Investors, the minimum subscription amount is \$1,000,000 in the aggregate and no single Investor's initial purchase may be less than \$25,000 or such lesser amount as the Manager-Trustee, in its sole discretion, may accept.

The minimum initial subscription amount for Series I Units is \$10,000,000.

The above minimums are exclusive of any commissions paid directly by an investor to their dealer.

Additional Subscriptions

Following the required initial minimum investment in the Trust, Unitholders may make additional investments in the Trust of not less than \$5,000 provided that, at the time of the subscription for additional Units, the Unitholder is an "accredited investor" as defined under applicable securities legislation. Subject to applicable securities legislation, the Manager-Trustee, in its sole discretion, may from time to time permit additional investments in Units of lesser amounts. Unitholders subscribing for additional Units should complete the subscription form prescribed from time to time by the Manager-Trustee.

The additional subscription amounts are exclusive of any commissions paid directly by an investor to their dealer.

Limitations on Non-Resident Ownership

The Trust does not expect that any Units outstanding will be held by or beneficially owned, for the benefit of, Non-Residents. The limitation on ownership of the Units by Non-Residents may have an adverse impact on the liquidity of the Units.

3.3 Trading and Resale Restrictions

General Statement

The Units are being offered on a private placement basis in reliance upon prospectus exemptions under applicable securities legislation in each of the provinces and territories of Canada. These securities will be subject to a number of resale restrictions, including resale restrictions that are expected to apply indefinitely. You will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation and Units may only be transferred with the consent of the Manager-Trustee.

Generally, the Units may be resold only pursuant to an exemption from the prospectus requirements of applicable securities legislation or pursuant to an order of the appropriate securities regulatory authorities granting an exemption from prospectus requirements because the Trust is not a reporting issuer. A purchaser engaged in a resale of Units may also have reporting and other obligations. Investors are therefore advised to seek legal advice with respect to such resale of Units. Resale of Units is also restricted under the terms of the Declaration of Trust, and Units may not be transferred without the prior written consent of the Manager-Trustee. Accordingly, each prospective investor must be prepared to bear the economic risk of the investment in Units for an indefinite period.

Subject to applicable securities legislation, a Unitholder will be entitled, if permitted by the Manager-Trustee, to transfer all or, subject to any minimum investment requirements prescribed by the Manager-Trustee, any part of the Units registered in the Unitholder's name at any time by giving written notice to the Manager-Trustee. The proposed transferee will be required to make representations and warranties to the Trust and the Manager-Trustee in form and substance satisfactory to the Manager-Trustee. The Manager-Trustee may prescribe the minimum dollar value of Units which may be transferred but has not currently done so.

Each purchaser of Units will be required to deliver to the Manager-Trustee a Subscription Agreement in which such purchaser will represent to the Manager-Trustee that such purchaser is an accredited investor

(within the meaning of applicable Canadian securities laws) and is therefore a person or company to whom the Trust may distribute Units without the benefit of a prospectus. Purchasers that acquire Units directly through the Manager-Trustee, acting as exempt market dealer, must complete an online “know-your-client” application through Midasboard.com and will be subject to anti-money laundering and anti-terror screening.

Restricted Period

Except in the Province of Manitoba, unless permitted under securities legislation, you cannot trade the securities before the date that is 4 months and a day after the later of (a) the date on which the securities are issued and (b) the date the Partnership becomes a reporting issuer in any province or territory of Canada.

Additionally, in Manitoba, unless permitted under securities legislation, you must not trade the securities without the prior written consent of the regulator in Manitoba unless (a) the Trust has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or (b) you have held the securities for at least 12 months. The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

Liquidity

There is not now, and there is not likely to develop, any market for the resale of the Units. The Units have not been qualified for sale by prospectus under the securities laws of any of the relevant Offering Jurisdictions. Accordingly, Units may not be transferred unless appropriate prospectus exemptions from applicable securities laws are available and the transferee is an eligible investor.

Under certain conditions, redemptions may be restricted or suspended by the Manager-Trustee at any time. Unitholders requesting redemptions may therefore potentially experience delays in receiving redemption payments. An investment in Units is hence suitable only for sophisticated investors who do not need liquidity with respect to this investment.

Item 4 INCOME TAX CONSEQUENCES AND RSP ELIGIBILITY

You should consult your own professional advisers to obtain advice on the tax consequences that apply to you.

4.1 Certain Canadian Federal Income Tax Considerations

General

The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable under the Tax Act to a subscriber who acquires Units in the Offering and who, for purposes of the Tax Act and at all relevant times, is resident or is deemed to be resident in Canada, deals at arm’s length and is not affiliated with the Trust, has not entered and will not enter into a “derivative forward agreement” (as defined in the Tax Act) with respect to his, her or its Units and holds Units as capital property. Generally, Units will be considered to be capital property to a Unitholder provided that the Unitholder does not hold Units in the course of carrying on a business 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 make an irrevocable election, in accordance with subsection 39(4) of the Tax Act, in order to have such Units and each other “Canadian security”, as defined in the Tax Act, owned by such Unitholder in the taxation year in which the election is made and in all subsequent years, deemed to be capital property. Unitholders interested in making this election should consult their own tax advisors regarding their particular circumstances.

This summary is not applicable to a Unitholder that is a “financial institution” (as defined in the Tax Act for purposes of the mark-to-market rules), a Unitholder an interest in which is a “tax shelter investment” (as defined in the Tax Act), or a Unitholder that has elected to determine its Canadian tax results in a foreign currency pursuant to the “functional currency” reporting rules contained in the Tax Act. Any such Unitholders should consult their own tax advisors with respect to an investment in Units.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act which have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Tax Proposals**”), and the current published administrative policies and assessing practices of the Canada Revenue Agency (the “**CRA**”). This summary assumes that the Tax Proposals will be enacted in their current form. However, there can be no assurance that the Tax Proposals will be enacted in their current form or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice, whether by legislative, governmental or judicial decision or action, and does not take into account other federal or any provincial, territorial or foreign tax legislation or considerations, which may differ significantly from those discussed in this summary.

THIS SUMMARY IS NOT EXHAUSTIVE OF ALL POSSIBLE CANADIAN FEDERAL TAX CONSIDERATIONS APPLICABLE TO AN INVESTMENT IN UNITS. THIS SUMMARY IS OF A GENERAL NATURE ONLY AND IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED TO BE, LEGAL OR TAX ADVICE TO ANY PARTICULAR UNITHOLDER, AND NO REPRESENTATIONS WITH RESPECT TO THE INCOME TAX CONSEQUENCES TO ANY PARTICULAR UNITHOLDER ARE MADE. THE INCOME AND OTHER TAX CONSEQUENCES OF ACQUIRING, HOLDING OR DISPOSING OF UNITS WILL VARY DEPENDING ON A UNITHOLDER’S PARTICULAR STATUS AND CIRCUMSTANCES, INCLUDING THE PROVINCE OR TERRITORY IN WHICH THE UNITHOLDER RESIDES OR CARRIES ON BUSINESS. ACCORDINGLY, PROSPECTIVE UNITHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR ADVICE WITH RESPECT TO THE TAX CONSEQUENCES TO THEM HAVING REGARD TO THEIR OWN PARTICULAR CIRCUMSTANCES.

SIFT Rules

The Tax Act contains rules relating to the taxation of certain publicly traded trusts (“**SIFT Trusts**”) and partnerships (“**SIFT Partnerships**”) and the distributions from such entities (the “**SIFT Rules**”). Specifically, the SIFT Rules apply an entity level tax on certain income (other than taxable dividends) earned by a SIFT Trust (or a SIFT Partnership) and treat the distributions of such income received by unitholders as taxable dividends received from a taxable Canadian corporation. Additionally, the SIFT Rules provide that a SIFT Trust paying a distribution from income remaining after such entity level tax will not be entitled to deduct that distribution when calculating its income.

The SIFT Rules do not apply to an entity if no “investments” in that entity are listed or traded on a stock exchange or other public market. For these purposes, an “investment” would include an interest in or debt issued by the Trust or the Partnership as well as any right that may reasonably be considered to replicate a return on, or the value of, any such interest or debt. A stock exchange or other public market includes a trading system or other organized facility on which securities that are qualified for public distribution are listed or traded but does not include a facility that is operated solely to carry out the issuance of a security or its redemption, acquisition or cancellation by the issuer. The Manager-Trustee does not expect Units or any interest in the Trust or the Partnership to be so listed or traded. On this basis, the SIFT Rules should not be applicable to the Trust or the Partnership. The remainder of this summary assumes that the SIFT Rules do not apply to the Trust or the Partnership. If the SIFT Rules were to apply to the Trust or the Partnership, the income tax considerations discussed below would, in some respects, be materially and adversely different.

Mutual Fund Trust Status

This summary is based on the assumption that the Trust will qualify as a “mutual fund trust” for purposes of the Tax Act, will elect to be deemed to have been a mutual fund trust from the date it was established, and thereafter will continuously qualify as a mutual fund trust at all relevant times. If the Trust were not to

qualify as a mutual fund trust, the federal income tax considerations described below would, in some respects, be materially and adversely different.

In order for the Trust to qualify as a mutual fund trust, it must satisfy certain requirements, including the requirements that it be a "unit trust" as defined in the Tax Act, and it have at least 150 Unitholders of a class, each of whom holds a "block of units" of the class (which would be at least 100 Units, assuming the fair market value of each Unit of the class is less than \$25) having an aggregate fair market value of not less than \$500. This summary assumes that these requirements will be met so that the Trust will be, or will be deemed to be, a mutual fund trust at all relevant times.

Taxation of the Trust

The taxation year of the Trust is the calendar year. In each taxation year, the Trust will be subject to tax under Part I of the Tax Act on its income for the year determined under the Tax Act, including net realized taxable capital gains, less the portion thereof that it deducts in respect of the amounts paid or payable to Unitholders (whether in cash, additional Units or otherwise) in the year. An amount will be considered to be payable to a Unitholder in a taxation year if it is paid to the Unitholder in the year by the Trust or if the Unitholder is entitled in that year to enforce payment of the amount. The Trust will distribute and make payable to Unitholders, in cash and/or additional Units, in each taxation year, a sufficient amount of its net income, net realized capital gains and any other applicable amounts for that taxation year so that the Trust will not have any liability for tax under Part I of the Tax Act in any taxation year.

The Trust's income will be determined under the Tax Act for each year. The Trust's income will include its share of the income of the Partnership, of which it is a limited partner, for each fiscal year of the Partnership ending on or before the year end of the Trust, whether or not a distribution is received. The Trust generally will not be subject to tax on the receipt of distributions from the Partnership in respect of its interest in the Partnership (provided that the amount received does not exceed the adjusted cost base of such interest). In general, the adjusted cost base of the Trust's interest in the Partnership will be equal to its cost to the Trust plus its share of the income and capital gains of the Partnership allocated to the Trust for fiscal years of the Partnership ending before the particular time, less the Trust's share of losses and capital losses of the Partnership allocated to the Trust for fiscal years of the Partnership ending before the particular time, and less the Trust's share of any distributions received from the Partnership before the particular time. If the adjusted cost base to the Trust of its interest in the Partnership would otherwise be less than zero at the end of the fiscal year of the Partnership, the negative amount is deemed to be a capital gain realized by the Trust and the Trust's adjusted cost base of its interest in the Partnership is increased by the amount of such deemed capital gain to zero. If the Partnership were to incur losses for tax purposes, the Trust's ability to deduct such losses may be limited by certain rules under the Tax Act.

In computing its income, the Trust may deduct reasonable administrative costs, interest and other expenses incurred by it for the purpose of earning income. The Trust may also deduct from its income for the year a portion of the expenses incurred by the Trust in issuing Units in the Offering, to the extent that such expenses are not reimbursed. The portion of such issue expenses deductible by the Trust in a taxation year is 20% of such issue expenses per year, pro-rated where the Trust's taxation year is less than 365 days. Any losses incurred by the Trust cannot be allocated to Unitholders but may generally be carried back or forward, in accordance with the rules and limitations contained in the Tax Act, and deducted in computing the taxable income of the Trust.

The Trust will 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. In certain circumstances, a refund so arising in a particular taxation year may not completely offset the Trust's tax liability for such taxation year arising as a result of a disposition of property in connection with the redemption of Units.

Taxation of the Partnership

Under the Tax Act, the Partnership itself is not liable for Canadian federal income tax. However, the income or loss of the Partnership will be computed for each fiscal period as if it were a separate person resident in Canada and allocated to Limited Partners (including the Trust) in accordance with the Partnership Agreement. The fiscal period of the Partnership will end on December 31 each year. The income or loss of the Partnership for purposes of the Tax Act may differ from its income or loss for accounting purposes and may not be matched by cash distributions.

Taxation of Unitholders

A Unitholder will generally be required to include in income for a particular taxation year the portion of the net income of the Trust, including the taxable portion of net realized capital gains of the Trust, that is paid or payable to the Unitholder in the particular taxation year, whether such amount is received in cash, in Units or reinvested in additional Units or whether as a management fee distribution or otherwise. Provided that appropriate designations are made by the Trust, taxable dividends received by the Trust in the year on shares of taxable Canadian corporations, net taxable capital gains realized by the Trust in the year, and foreign source income of the Trust for the year, if any, as are paid or payable or are deemed to be paid or payable to a Unitholder, will effectively retain their character and be treated as such in the hands of the Unitholder for purposes of the Tax Act.

The non-taxable portion of any net realized capital gains of the Trust, the taxable portion of which was designated to a Unitholder in a taxation year, that is paid or payable to a Unitholder in a taxation year will not be included in computing the Unitholder's income for the year. Any other amount in excess of the net income of the Trust that is paid or payable to a Unitholder in such year (otherwise than as proceeds of disposition of Units) will not generally be included in the Unitholder's income for the year but will reduce the adjusted cost base of the Unitholder's Units. To the extent that the adjusted cost base of a Unit would otherwise be less than zero, the negative amount will be deemed to be a capital gain realized by the Unitholder from the disposition of the Unit and will be added to the adjusted cost base of the Unit such that the adjusted cost base will be zero.

The cost to a Unitholder of additional Units received in lieu of a cash distribution of income or capital gains will be the amount distributed by the issuance of those Units. The cost of Units acquired by reinvestment of distributions pursuant to the DRIP will be the amount of such reinvestment. For the purposes of determining the adjusted cost base to a holder of Units, when a Unit is acquired, the cost of the newly acquired Unit will be averaged with the adjusted cost base of all of the Units of the same class owned by the Unitholder as capital property immediately before that time. A consolidation of Units will not be considered to result in a disposition of Units by Unitholders. The aggregate adjusted cost base to a Unitholder of all the Unitholder's Units will not change as a result of the consolidation of Units; however, the adjusted cost base per Unit will increase.

On the disposition or deemed disposition of a Unit, whether on a redemption or otherwise, the Unitholder will 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 payable by the Trust that is otherwise required to be included in the Unitholder's income. A reclassification of Units from one series to another series of Units should not, in itself, result in a disposition for purposes of the Tax Act.

Where Units are redeemed and the redemption price for the Units is satisfied by way of a distribution in specie to the Unitholder of the Trust's property (including LP Units or Redemption Notes), the proceeds of disposition to the Unitholder will generally be equal to the fair market value of the property so distributed.

One-half of any capital gain (a "**taxable capital gain**") realized by a Unitholder on a disposition of Units and the amount of any net taxable capital gains designated by the Trust in respect of a Unitholder will be included in the Unitholder's income as a taxable capital gain, and one-half of any capital loss (an "**allowable capital loss**") realized by a Unitholder on a disposition or deemed disposition of Units must generally be deducted only from taxable capital gains realized in the year. To the extent that such allowable capital losses exceed taxable capital gains in the year, such allowable capital losses may be applied against

taxable capital gains realized in any of the three taxation years preceding the year or any taxation year following that year to the extent provided for, and in accordance with, the provisions of the Tax Act.

In general terms, net income of the Trust paid or payable to a Unitholder who is an individual (other than certain trusts) and designated as taxable dividends or net taxable capital gains, and capital gains realized on the disposition of Units, may increase the Unitholder's liability for alternative minimum tax.

A Unitholder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) or a "substantive CCPC" (as defined in the Tax Act) may be liable to pay an additional refundable tax payable on its "aggregate investment income" (as defined in the Tax Act), including taxable capital gains. You are advised to consult your own tax advisors in this regard.

4.2 Eligibility for Registered Plans

Provided that the Trust is, at all relevant times, a "mutual fund trust" for the purposes of the Tax Act, Units will be qualified investments under the Tax Act for trusts governed by a registered retirement savings plan ("RRSP"), registered retirement income fund ("RRIF"), registered education savings plan ("RESP"), registered disability savings plan ("RDSP"), tax-free savings account ("TFSA"), first home savings account ("FHSA") or deferred profit sharing plan, each as defined in the Tax Act (collectively, "Registered Plans" and, individually, a "Registered Plan"). Notwithstanding the foregoing, holders, annuitants or subscribers of RRSPs, RRIFs, RESPs, RDSPs, FHSAs and TFSAs, as the case may be, (collectively, "Controllers" and, individually, a "Controller") will be subject to a penalty tax in respect of Units held in a trust governed by such a Registered Plan if such Units are a "prohibited investment" for the purposes of the Tax Act. Units will generally not be a "prohibited investment" for a Registered Plan unless the Controller of the Registered Plan (i) does not deal at arm's length with the Trust for purposes of the Tax Act or (ii) has a "significant interest", as defined in the Tax Act, in the Trust. Generally, a Controller will not have a significant interest in the Trust unless the Controller owns interests as a beneficiary under the Trust that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Trust, either alone or together with persons and partnerships with which the Controller does not deal at arm's length. In addition, Units will generally not be a "prohibited investment" if such Units are "excluded property" for Registered Plans. Controllers should consult their own tax advisors with respect to the application of these rules in these circumstances.

Neither Redemption Notes nor LP Units will be a qualified investment for a Registered Plan, and the receipt of such property on the redemption of a Unit may give rise to adverse tax consequences to such Registered Plan or the annuitant, subscriber or holder thereof. For instance, the receipt of such property by an RRSP, RRIF, TFSA, FHSA, RDSP or RESP generally will subject the annuitant, holder or subscriber thereof to a tax equal to 50% of the fair market value of that note or unit, and the receipt of such property by a deferred profit sharing plan ("DPSP") generally will subject such plan to a tax equal to 100% of the fair market value of that note or unit. Such tax may not be refundable. Further adverse tax consequences may result for a distribution or sale of such property by such a plan to an annuitant or other beneficiary. Accordingly, investors who own Units through Registered Plans should consult their own tax advisors before deciding to elect to receive Redemption Notes or LP Units upon the exercise of the redemption rights attached to the Units.

4.3 International Information Reporting

Pursuant to the Intergovernmental Agreement for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention entered into between Canada and the United States (the "IGA"), and related Canadian legislation, the Trust and its intermediaries are required to report to the Canada Revenue Agency certain information, including certain financial information (e.g. account balances), with respect to unitholders (excluding Registered Plans) who are, or whose controlling persons are, U.S. residents, U.S. citizens (including U.S. citizens who are residents or citizens of Canada), or certain other "U.S. Persons" as defined under the IGA. Intermediaries and/or entities that hold units directly or indirectly may have different disclosure requirements under the IGA. The Canada Revenue Agency will then exchange the

information with the U.S. Internal Revenue Service pursuant to the provisions and safeguards of the Canada-U.S. Tax Convention.

In addition, pursuant to rules in the Tax Act implementing the Organisation for Economic Co-operation and Development Common Reporting Standard (the “**CRS Rules**”) a fund and its intermediaries are required under Canadian legislation to identify and report to the Canada Revenue Agency certain information, including financial information (e.g. account balances), relating to its unitholders who are, or whose controlling persons are, resident for tax purposes in a country outside Canada (other than the United States), unless the investment is held within a Registered Plan. Intermediaries and/or entities that hold units directly or indirectly may have different disclosure requirements under the CRS Rules. Such information would then be available for sharing by the Canada Revenue Agency with the countries where such unitholders are resident under the provisions and safeguards of the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty.

Item 5 COMPENSATION PAID TO SELLERS AND FINDERS

5.1 Selling Commissions

Dealers may charge subscribers a front-end commission in respect of purchases of Series A Units and Series B Units. The amount of such commission shall be negotiated between the applicable subscriber and their dealer and shall be paid directly by the subscriber to their dealer. Minimum investment requirements are net of any such fees. No commission is payable to the Manager-Trustee with respect to purchases of Units through the Manager-Trustee, acting as exempt market dealer.

Item 6 RISK FACTORS

There are certain risks inherent in an investment in the Units of the Trust, including risks associated with the Investment Objective and strategy of the Trust and the Partnership. The following risk factors do not purport to be a complete explanation of all risks involved in purchasing Units. The investors should read this entire Offering Memorandum and consult with their legal and other professional advisors before investing. Some of the following factors are interrelated and, consequently, investors should treat such risk factors as a whole. The following information is a summary only of certain risk factors. These risks and uncertainties are not the only ones that could affect the Trust and additional risks and uncertainties not currently known to the Trust or the Manager-Trustee, or that they currently deem immaterial, may also impair the returns, financial condition and results of operations of the Trust. If any such risks actually occur, the returns, financial condition and results of operations of the Trust could be materially adversely affected and the financial performance of the Trust and the ability of the Trust to make cash distributions could be materially adversely affected.

6.1 Risks Associated with an Investment in the Trust

General Investment Risk

The Net Asset Value of the Trust will vary directly with the market value and return of the investment portfolio of the Trust and the Partnership.

Operating History

The Trust is a recently organized investment trust with limited previous operating history. There is currently no public market for the Units and there can be no assurance that an active public market for the Units will develop or be sustained after completion of the Offering.

Dilution

The number of Units the Trust is authorized to issue is unlimited and the Manager-Trustee has the sole discretion to issue additional Units. The proceeds of the Offering may not be sufficient to accomplish all of the Trust's proposed objectives. In addition to alternate financing sources, the Trust may conduct future offerings of Units in order to raise the funds required which will result in a dilution of the interests of the Unitholders in the Trust.

Not a Trust Company; Investment not Insured

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

Nature of Units

The Units are neither fixed-income nor equity securities. Each Unit represents an equal, undivided interest in the net assets of the Trust. Units are dissimilar to debt instruments in that there is no principal amount owing to Unitholders. Unitholders will not have the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring "oppression" or "derivative" actions.

No Ownership Interest

An investment in Units does not constitute an investment by Unitholders in the assets included in the Trust portfolio. Unitholders will not own the assets held by the Trust. Unitholders will have no recourse or rights against the assets of the Trust.

No Market for the Units

There is no market for the Units and a market for the Units is not expected to develop. Units will not be transferable, except by operation of law (such as the death or bankruptcy of a Unitholder) or in circumstances where the Manager-Trustee deems it appropriate to do so in its absolute discretion. As well, securities laws will restrict, and may prohibit, transfer of Units. Other than in accordance with the redemption rights attached to the Units, a Unitholder may never be able to sell his Units and recover any part of his investment. **This investment may not be suitable for investors who will require short term liquidity.** See Item 10 Resale Restrictions.

Redemptions

The Units are only appropriate for investors willing to hold Units for a substantial period of time and willing to bear the higher risks associated with illiquid private credit investing. Redemptions are permitted only on a Redemption Date and subject to at least 60 days' prior written notice. Furthermore, payment of redemptions amounts will take place 30 days subsequent to the Redemption Date.

There are circumstances in which the Manager-Trustee may suspend redemptions or limit redemptions and payments of redemption amounts outstanding, which would lead to a substantial delay in payment of redemptions. The redemption rights of Unitholders to receive cash proceeds for their Units are restricted by the Redemption Cap and may be further restricted, in the discretion of the Manager-Trustee. The operation of the Redemption Cap would result in a substantial delay in receipt of cash payments by Unitholders. There can be no assurance that the Manager-Trustee may not suspend redemptions in the future in accordance with the Declaration of Trust.

Substantial redemptions of Units could require the Trust to liquidate positions more rapidly than otherwise desirable to raise the necessary cash to fund redemptions and achieve a market position appropriately reflecting a smaller asset base. Assets sold by the Trust to meet redemptions may not necessarily be those it would have chosen to sell in the ordinary course, and such dispositions may prevent the Trust from executing its investment strategies or lead to a higher concentration of illiquid or other investments than

would otherwise have occurred. Given the Trust's illiquid investments, it may not be possible for the Trust to liquidate such investments in order to meet redemptions, or to do so at favourable values or on favourable terms or at the Trust's then current valuations. Such factors could adversely affect the value of the Units redeemed and of the Units that remain outstanding or ability of investors subsequently requesting redemptions to redeem.

Redemption Notes or other property received as a result of a redemption in specie will not be a qualified investment for Registered Plans. As such, proceeding with a redemption of Units owned by a Registered Plan to be paid for with Redemption Notes or LP Units will generally give rise to significant adverse consequences to such Registered Plan or the planholder under that Registered Plan.

If holders of a substantial number of Units exercise their redemption rights, the number of Units outstanding and the NAV of the Trust could be significantly reduced. A significant number of redemptions would increase the management expense ratio of the Trust. The Manager-Trustee may terminate the Trust upon notice to Unitholders if, in the opinion of the Manager-Trustee, the NAV of the Partnership is reduced as a result of redemptions or otherwise so that it is no longer economically feasible to continue the Trust.

Redemption Notes and In-Kind Redemptions

Payments by the Trust of the proceeds of redemption of Units in Redemption Notes will conclusively be deemed to have been made upon the delivery of such Redemption Notes, or by providing notice of the recordation of same in register of the Partnership or a Sub-Trust, to the redeeming Unitholder(s). Upon such payment, the Trust shall be discharged from all liability to the Unitholder and every other person or party having any interest in respect of the Units so redeemed. Holders of Redemption Notes issued by the Partnership or a Sub-Trust will be entitled to seek payment and satisfaction on the Redemption Notes only from such entity.

Redemption Notes, LP Units or other property received as a result of a redemption in specie will not be a qualified investment for Registered Plans. As such, proceeding with a redemption of Units owned by a Registered Plan to be paid for with Redemption Notes, LP Units or other property will generally give rise to significant adverse consequences to such Registered Plan or the planholder under that Registered Plan. Further, the Trust has no liability under any Redemption Notes issued by the Partnership or a Sub-Trust and holders will have recourse only to such entity to satisfy such entity's obligations under the Redemption Notes.

Not a Public Mutual Fund

The Trust is not subject to the restrictions placed on public mutual funds by National Instrument 81-102 Investment Funds of the Canadian Securities Administrators to ensure diversification and liquidity of the Trust's investment portfolio. Furthermore, subscribers will not have the benefit of a review of this Offering and this Offering Memorandum by any securities regulatory authority or regulatory body.

"Mutual Fund Trust" Status

It is intended that the Trust qualify as a "mutual fund trust" for the purposes of the Tax Act. However, there can be no assurance that the Canadian federal income tax laws and administrative policies of the CRA respecting the treatment of "mutual fund trusts" and "unit trusts" will not be changed in a manner which adversely affects the holders of Units. See Item 4 Income Tax Consequences – "Mutual Fund Trust" Status. If the Trust fails to meet one or more conditions to qualify as a "mutual fund trust", the income tax considerations described above would, in some respects, be materially different.

If the Trust ceases to qualify as a "mutual fund trust", the Units will cease to be qualified investments for trusts governed by Registered Plans.

Additionally, if the Trust ceases to qualify as a “mutual fund trust”, the Trust may be required to pay a tax under Part XII.2 of the Tax Act. The payment of Part XII.2 tax by the Trust may have adverse income tax consequences for certain Unitholders, including non-resident persons and Registered Plans that acquire an interest in the Units directly or indirectly from another Unitholder.

Unitholders not Entitled to Participate in Management

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

Unitholder Liability

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

Lack of Independent Experts Representing Unitholders

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

6.2 Risks Associated with an Investment in the Partnership

General Investment Risk

AN INVESTMENT IN THE PARTNERSHIP ENTAILS RISK, IS NOT GUARANTEED AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM. A SUBSCRIPTION FOR LP UNITS SHOULD BE CONSIDERED ONLY BY PERSONS FINANCIALLY ABLE TO MAINTAIN THEIR INVESTMENT AND WHO CAN BEAR THE RISK OF LOSS ASSOCIATED WITH AN INVESTMENT IN THE PARTNERSHIP AND THE LACK OF LIQUIDITY INHERENT IN AN INVESTMENT IN THE PARTNERSHIP. INVESTORS IN THE PARTNERSHIP MUST BE PREPARED TO BEAR SUCH RISKS FOR AN EXTENDED PERIOD OF TIME. INVESTORS SHOULD REVIEW CLOSELY THE INVESTMENT OBJECTIVE, STRATEGIES AND RESTRICTIONS TO BE UTILIZED BY THE PARTNERSHIP AS OUTLINED HEREIN TO FAMILIARIZE THEMSELVES WITH THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE PARTNERSHIP. NO ASSURANCE CAN BE GIVEN THAT THE PARTNERSHIP’S INVESTMENT OBJECTIVES WILL BE ACHIEVED.

No Assurance of Achieving Investment Objectives

There is no assurance that the Partnership will be able to achieve its investment objectives or be able to pay distributions at targeted levels. The funds available for distribution to Partnership Unitholders will vary according to, among other things, the interest, dividends and distributions received in respect of its Real Estate Portfolio investments and the value of the securities comprising the Real Estate Portfolio. There is no assurance that the Partnership will earn any return.

An investment in the Partnership is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment and who can withstand the effect of distributions not being paid in any period or at all.

No or Limited Operating History

Although all persons involved in the management and administration of the Partnership, including principals of the Asset Manager and other service providers to the Partnership, have significant experience in their respective fields of specialization, the Partnership has no or limited operating or performance history upon which prospective investors can evaluate the Partnership's likely performance.

Fluctuations in NAV

The NAV applicable to LP Units and the funds available for distributions will vary according to, among other things, the value of the assets held within the Real Estate Portfolio and the amount of distributions, interest and dividends received from investments held by the Partnership in the Real Estate Portfolio. Fluctuations in the value of the Real Estate Portfolio assets may occur for a number of reasons beyond the control of the Manager or the Asset Manager.

Illiquidity of LP Units

There is not now, and there is not likely to develop, any market for the resale of the LP Units. The LP Units have not been qualified for sale by prospectus under the securities laws of any of the relevant Offering Jurisdictions. Accordingly, LP Units may not be transferred unless appropriate prospectus exemptions from applicable securities laws are available and the transferee is an eligible investor.

Under certain conditions, redemptions may be restricted or suspended by the General Partner at any time. Partnership Unitholders requesting redemptions may therefore potentially experience delays in receiving redemption payments. An investment in LP Units is hence suitable only for sophisticated investors who do not need liquidity with respect to this investment.

Asset Class / Concentration Risk

The Partnership's investments are concentrated in Canadian real estate private equity and debt investments. The Partnership invests primarily in one sector, real estate. As a result, the Partnership may be subject to more rapid or dramatic changes in value than would be the case if the Partnership were required to maintain a wide diversification among companies, industries, regions, types of securities and other asset classes. The Partnership's performance may be more susceptible to a single economic, regulatory or technological occurrence than a fund that does not concentrate its investments in a single industry and geographic area.

Performance of the Real Estate Portfolio

The applicable NAV per LP Unit varies as the fair value of the assets in the Real Estate Portfolio varies. The Partnership has no control over the factors that affect the fair value of the assets in the Real Estate Portfolio, including factors that affect the private real estate market generally, such as general economic conditions and fluctuations in interest rates. No assurance can be given that diminished availability of credit and significant equity devaluations will not adversely affect the markets into which the Partnership invests in the near to medium term.

Partnership Unitholders not Entitled to Participate in Management

Partnership Unitholders are not entitled to participate in the management or control of the Partnership or its operations. Partnership Unitholders do not have any input into the Partnership's investment activities.

The success or failure of the Partnership will ultimately depend on the investment of the assets of the Partnership by the Asset Manager.

Reliance on Management

Partnership Unitholders are dependent on the ability of the Asset Manager to effectively manage the assets, liabilities and investment risks of the Partnership. Partnership Unitholders are dependent on the ability of the Manager to provide regulatory, compliance and investment management oversight of the Partnership. There is no certainty that the individuals who are principally responsible for providing administration and investment advisory services to the Partnership will continue to be employed by the Asset Manager and Manager, respectively.

Distributions

The manner and timing of distributions by the Partnership to the Partners is in the sole discretion of the General Partner. Any amount withheld by the General Partner and paid over to a taxing authority is treated as actually distributed to the Partner in respect of whom such withholding and payment was made.

If the Partnership has taxable income for Canadian federal income tax purposes for a fiscal year, such income will be distributed to Partnership Unitholders in accordance with the provisions of the Limited Partnership Agreement as described under "Distribution Policy" and will be required to be included in computing the Partnership Unitholder's income for tax purposes, irrespective of the fact that cash may not have been distributed to such Partnership Unitholders. Distributions to a particular Partnership Unitholder may not correspond to the economic gains and losses which such Partnership Unitholder may experience.

Sensitivity to Interest Rates

The value of the LP Units may be affected by the level of interest rates prevailing from time to time. In addition, any decrease in the NAV resulting from an increase in interest rates may also negatively affect the value of the LP Units. Partnership Unitholders are therefore exposed to the risk that the applicable NAV per LP Unit or the market price of the LP Units may be negatively affected by interest rate fluctuations.

Use of Leverage by the Partnership

The use of leverage by the Partnership may result in capital losses or a decrease in distributions to Partnership Unitholders. If the value of the Real Estate Portfolio decreases such that the amount borrowed by the Partnership exceeds 65% of the aggregate value of the assets of the Partnership, the Partnership may be required to take measures in order to comply with such restriction. The interest expense and banking and other fees incurred in respect of any loan facility entered into by the Partnership will decrease the value of the assets of the Partnership, thereby reducing the amounts available to pay distributions on the LP Units. In addition, the Partnership may not be able to renew any borrowings on acceptable terms or at all. There can be no assurance that the borrowing strategy employed by the Partnership will assist the Partnership in achieving its objectives.

Use of Derivative Instruments

The Partnership may utilize derivatives for hedging purposes. The use of derivative instruments involves risks different from, and possibly greater than, the risks associated with investing directly in securities and other traditional investments. Risks associated with the use of derivatives include: (i) hedging to reduce risk does not guarantee that there will not be a loss or that there will be a gain; (ii) there is no guarantee that a market will exist when the Partnership wants to complete the derivative contract, which could prevent the Partnership from reducing a loss or making a profit; and (iii) the Partnership could experience a loss if the counterparty to the derivative contract is unable to fulfill its obligations. In circumstances where there is an interest rate hedge employed, total return on the Real Estate Portfolio may be higher with the hedge than

without it when interest rates rise significantly, but total return may be lower than it otherwise would be in a stable to falling interest rate environment.

Redemptions

The LP Units are only appropriate for investors willing to hold LP Units for a substantial period of time and willing to bear the higher risks associated with illiquid private credit investing. Redemptions are permitted only on a Redemption Date and subject to at least 60 days' prior written notice. Furthermore, payment of redemptions amounts will take place 30 days subsequent to the Redemption Date.

There are circumstances in which the General Partner may suspend redemptions or limit redemptions and payments of redemption amounts outstanding, which would lead to a substantial delay in payment of redemptions. The redemption rights of Partnership Unitholders to receive cash proceeds for their LP Units are restricted by the Redemption Cap and may be further restricted, in the discretion of the General Partner, as described in "Redemptions – Limitation and Suspension of Redemptions". The operation of the Redemption Cap would result in a substantial delay in receipt of cash payments by Partnership Unitholders. There can be no assurance that the General Partner may not suspend redemptions in the future in accordance with the Limited Partnership Agreement.

Substantial redemptions of LP Units could require the Partnership to liquidate positions more rapidly than otherwise desirable to raise the necessary cash to fund redemptions and achieve a market position appropriately reflecting a smaller asset base. Assets sold by the Partnership to meet redemptions may not necessarily be those it would have chosen to sell in the ordinary course, and such dispositions may prevent the Partnership from executing its investment strategies or lead to a higher concentration of illiquid or other investments than would otherwise have occurred. Given the Partnership's illiquid investments, it may not be possible for the Partnership to liquidate such investments in order to meet redemptions, or to do so at favourable values or on favourable terms or at the Partnership's then current valuations. Such factors could adversely affect the value of the LP Units redeemed and of the LP Units that remain outstanding or ability of investors subsequently requesting redemptions to redeem.

If holders of a substantial number of LP Units exercise their redemption rights, the number of LP Units outstanding and the NAV of the Partnership could be significantly reduced. A significant number of redemptions would increase the management expense ratio of the Partnership. Many funds with a quarterly redemption feature have experienced significant redemptions and as a result, some have ceased to be economically feasible and have been terminated or merged with other funds. The General Partner may terminate the Partnership upon notice to Partnership Unitholders if, in the opinion of the General Partner, the NAV of the Partnership is reduced as a result of redemptions or otherwise so that it is no longer economically feasible to continue the Partnership.

Redemption Cap Subject to General Partner Discretion

The General Partner may, subject to the supervision of the Manager, elect to pay cash distributions and allow cash redemptions of less than 5% of the Net Asset Value of the Partnership in any calendar quarter if the Asset Manager determines, in its sole discretion that (i) there are insufficient liquid assets in the Partnership to fund redemptions; (ii) conditions exist which render impractical the sale of assets comprising the Real Estate Portfolio or which impair the ability of the Administrator to determine the value of the assets of the Partnership; (iii) the liquidation of Real Estate Portfolio assets would be to the detriment of the Partnership generally; or (iv) the redemptions would be materially prejudicial to the remaining Partnership Unitholders.

Valuation of the Partnership's Investments

Valuation of investments may involve uncertainties and exercise of judgement and, if such valuations should prove to be incorrect, the Net Asset Value of the Partnership could be adversely affected. Independent pricing information may not at times be available regarding certain of the Partnership's

investments. Valuation determinations will be made in good faith by the Asset Manager. The Partnership may have most of its assets in investments which, by their very nature, may be extremely difficult to value accurately. To the extent that the value designated by the Partnership to any such investment differs from its actual value, the Net Asset Value of the Partnership may be understated or overstated, as the case may be.

Allocation of Time

The Manager, its related parties, affiliates, associates, directors and officers may engage in the promotion, management or investment management of other accounts, funds or trusts, some of which may invest primarily in the securities/assets held by the Partnership.

Although officers, directors and professional staff of the Manager devote as much time to the Partnership as is deemed appropriate to perform its duties, the staff of the Manager may have conflicts in allocating their time and services among the Partnership and the other funds and accounts managed by the Manager.

Similarly, the Asset Manager, its related parties, affiliates, associates, directors and officers may engage in the promotion, management or investment management of other accounts, funds or trusts, and although its officers, directors and professional staff devote as much time to the Partnership as is deemed appropriate to perform its duties, the staff of the Asset Manager may have conflicts in allocating their time and services among the Partnership and other funds for which it acts as asset manager.

Performance Fee Arrangements

The Asset Manager is entitled to an annual Performance Fee based on the Total Return of each Class of LP Units over the High Watermark. Pursuant to the Asset Management Agreement, the Performance Fee is paid to the Asset Manager. The existence of performance fee arrangements may create an incentive for the Asset Manager to make investments that are more speculative and subject to greater risk than would be made if no such arrangements existed. Because performance-based compensation is calculated on a basis that includes both realized and unrealized appreciation of the Partnership's assets, such performance-based compensation may be greater than if such compensation were based solely on realized gains. In addition, since performance fees are charged on a series-by-series basis, a performance fee may be paid in respect of one series of LP Units held by an investor, and not with respect to another series of LP Units held by the same investor. Consequently, even when an investor suffers a decline in the aggregate value of their investment in all series of LP Units, the investor may bear the burden of performance fees in respect of some series of LP Units held by such investor.

Potential Indemnification Obligations

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

Financial Resources of the General Partner

While the General Partner has unlimited liability for the obligations of the Partnership and has agreed to indemnify the Partnership Unitholders in certain circumstances, the General Partner has nominal assets and it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to such indemnity.

Charges to the Partnership

The Partnership is obligated to pay management fees, legal, accounting, filing and other expenses regardless of whether it realizes profits.

Class Risk

The Partnership offers more than one class of LP Units. Each Class of LP Units may have its own schedule of fees and expenses that are tracked separately. If there are not sufficient assets attributable to a Class to pay that Class's expenses, the assets attributable to other Classes of LP Units are used to make up the difference. This reduces the returns realized by holders of LP Units of those other Classes. This is because the Partnership as a whole is legally responsible for the financial obligations of all of its Classes of LP Units.

Changes in Legislation

There can be no assurance that income tax, securities and other laws will not be changed in a manner which adversely affects the distributions received by the Partnership or by the Partnership Unitholders.

Tax-Related Risks

In determining its income for tax purposes, the Partnership generally treats gains or losses on the disposition of securities or real property in the Real Estate Portfolio as capital gains and losses. The CRA's practice is not to grant advance income tax rulings on the characterization of items as capital gains or income and no advance income tax ruling has been requested or obtained. If these dispositions or transactions of the Partnership are determined not to be on capital account, the net income of the Partnership for tax purposes and the allocation of such income to Partnership Unitholders could increase.

Liability of Partnership Unitholders

Partnership Unitholders may lose their limited liability in certain circumstances. The principles of law in the various jurisdictions of Canada recognizing the limited liability of the limited partners of limited partnerships subsisting under the laws of one province or territory but carrying on business in another province or territory have not been authoritatively established. If limited liability is lost, there is a risk that Partnership Unitholders may be liable beyond their contribution and share of undistributed net income of the Partnership in the event of judgment on a claim in an amount exceeding the sum of the net assets of the General Partner and the net assets of the Partnership.

In addition, Partnership Unitholders remain liable to the Partnership or, where the Partnership is dissolved, to its creditors for any amount, not in excess of the amount returned with interest, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before the return of the contribution.

Lack of Independent Experts Representing Partnership Unitholders

While the Partnership and the Manager have consulted with counsel, accountants and other experts regarding the structure and terms of the Partnership, such counsel, accountants, and other experts do not represent the Partnership or the Partnership Unitholders. The Partnership and the Manager urge each prospective investor to consult with its own legal, accounting, business, investment, pension and tax advisers to determine the appropriateness and consequences of an investment in the Partnership and arrive at an independent evaluation of the merits of such investment. Prospective investors should not construe the contents of this Offering Memorandum as legal, accounting, business, investment, pension or tax advice.

Nature of the LP Units

Partnership Unitholders do not have the statutory rights normally associated with ownership of shares of a CBCA corporation including, for example, the right to bring “oppression” or “derivative” actions. Unlike shareholders of a CBCA corporation, the Partnership is not required to hold annual Partnership Unitholder meetings and Partnership Unitholders do not have the comparable right of a shareholder to make a proposal at a general meeting of the Partnership. The matters in respect of which Partnership Unitholder approval is required under the Limited Partnership Agreement are generally less extensive than the rights conferred on the shareholders of a CBCA corporation. Partnership Unitholders do not have recourse to a dissent right under which shareholders of a CBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken (such as an amalgamation, the sale of all or substantially all of its property, or a going private transaction). Partnership Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of a CBCA corporation which would apply where the corporation undertakes actions that are oppressive, unfairly prejudicial or disregard the interests of security holders and certain other parties. Shareholders of a CBCA corporation may apply to a court to order the liquidation and dissolution of the corporation in certain circumstances whereas Partnership Unitholders may rely only on the general provisions of the Limited Partnership Agreement which permit the dissolution of the Partnership with the approval of an Extraordinary Resolution of Partnership Unitholders. The CBCA also permits shareholders to bring or intervene in derivative actions in the name of the corporation or any of its subsidiaries, with the leave of a court. The Limited Partnership Agreement does not include comparable rights.

Data Security and Privacy Breaches

The cybersecurity risks faced by the Partnership, the Manager, the General Partner, the Asset Manager, service providers and Partnership Unitholders have increased in recent years due to the proliferation of cyber-attacks that target computers, information systems, software, data and networks. Cyber-attacks include, among other things, unauthorized attempts to access, disable, modify or degrade information systems and networks, the introduction of computer viruses and other malicious codes such as “ransomware”, and fraudulent “phishing” emails that seek to misappropriate data and information or install malware on users’ computers. The potential effects of cyber-attacks include the theft or loss of data, unauthorized access to, and disclosure of, confidential personal and business-related information, service disruption, remediation costs, increased cyber-security costs, lost revenue, litigation and reputational harm which can materially affect the Partnership. The Manager continuously monitors security threats to its information systems and implements measures to manage these threats, however the risk to the Partnership and the Manager and therefore Partnership Unitholders cannot be fully mitigated due to the evolving nature of these threats, the difficulty in anticipating such threats and the difficulty in immediately detecting all such threats.

Business Continuity and Disaster Recovery

The Partnership’s ability to continue critical operations and processes could be negatively impacted by a weather disaster, development site work stoppage, prolonged IT failure, terrorist activity, power failures or other national or international catastrophes. Ineffective contingency planning, business interruptions, crises or potential disasters could adversely affect the reputation, operations and financial performance of the Partnership.

6.3 Risks Related to the Partnership’s Underlying Investments

Risks Relating to Real Estate

The Partnership will be invested in the securities of issuers active in the real estate sector. The assets, earnings and securities values of the issuers involved in the real estate sector are influenced by a number of different factors including economic cycles, inflation, the cost of capital available to real estate issuers, the level of short and long-term interest rates, the timing of increases in supply, consumer confidence,

investor confidence in competing asset classes, demographic trends, the policies of various levels of governments and the economic well-being of industries such as retail and tourism.

Real estate issuers generally are subject to certain risks related to their direct ownership of real estate. Real property investments are affected by general economic conditions, local real estate markets, supply and demand for leased premises, competition for other available premises and various other factors. The value of real property and any improvements thereto may also depend on the credit and financial stability of the tenants and upon the vacancy rates of the underlying property portfolio.

There are certain types of risks relating to the ownership of real estate, generally of a catastrophic nature, such as wars, terrorism or environmental contamination, which may be either uninsurable or not insurable on an economically viable basis. In addition, environmental laws may render a real estate issuer liable for the costs of removal of certain hazardous substances and the remediation of certain hazardous locations.

Real estate ownership may also require certain significant expenditures, including property taxes, maintenance costs, mortgage payments, insurance costs and related charges regardless of whether property is producing income.

Inflationary pressures may cause increases in the costs of financing, labour and materials, and rental and sales prices may not correspondingly increase.

Changes in Real Estate Value

The Partnership invests in equity and debt backed by real estate, the value of which can fluctuate. The value of real estate is affected by general economic conditions, local real estate markets, the attractiveness of the property to tenants where applicable, competition from other available properties, fluctuations in occupancy rates, operating expenses and other factors. The value of income-producing real property may also depend on the credit worthiness and financial stability of the borrowers and/or the tenants. In respect of the Partnership's debt investments, changes in market conditions may decrease the value of the secured property and reduce the cash flow from such properties, thereby impacting on the ability of the borrowers to service the debt and/or repay the loan based on the property income.

Degree of Leverage

The Partnership's degree of leverage could have important consequences to Partnership Unitholders, including: (i) the Partnership's ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, development or other general business purposes, (ii) refinancing debt existing against equity properties, (iii) the ability of the Partnership to comply with debt covenants, (iv) a larger portion of the Partnership's cash flows being dedicated to the payment of the principal of and interest on, its indebtedness, thereby reducing the amount of funds available for distributions to Partnership Unitholders, and (v) making the Partnership more vulnerable to a downturn in business or the economy in general. The Partnership is subject to the requirement that the aggregate amount of all indebtedness for borrowed money of the Partnership, excluding syndicated mortgages, shall not exceed 65% percent Total Asset Value of the Partnership. See "*Investment Strategies*".

Mortgage Defaults and Issuer Leverage Risks

Issuers whose securities are included in the Real Estate Portfolio and which invest in mortgages are subject to the risk that the borrowers under such mortgages may default. If any such borrowers default under any such mortgage, the issuer would have the right to exercise its mortgage enforcement remedies. Exercising mortgage enforcement remedies is a process that requires a significant amount of time to complete, which could adversely impact the cash flows of the issuer during the period of enforcement. In addition, as a result of potential declines in real estate values, there is no assurance that the issuer would be able to recover all or substantially all of the outstanding principal and interest owed to it by exercising its mortgage enforcement remedies. Should any such issuer be unable to recover all or substantially all of the principal

and interest owed to it in respect of any such mortgage, the returns, financial condition and results of operations of the issuer would be adversely impacted and the NAV may be negatively impacted.

In addition, the issuers whose securities are included in the Real Estate Portfolio may from time to time incur mortgage debt over their properties, and may also employ leverage for various purposes, resulting in the issuers being exposed to leverage risk. Leverage risk refers to the risk that leverage created from borrowing may impair an issuer's liquidity, cause it to liquidate positions at an unfavorable time, reduce distributions paid by the issuer and increase the volatility of the values of securities issued by the issuer. To the extent that an issuer uses significant leverage, it may incur substantial losses if its borrowing costs increase or it may be adversely affected if credit is not available due to global economic conditions or other factors. During periods of adverse market conditions, the use of leverage may cause an issuer to lose more money than would have been the case if a mortgage or leverage was not utilized. If an issuer defaults under a mortgage and/or other credit or borrowing facility, the assets of the issuer pledged as security to the lender may be subject to foreclosure or realization by the lender. Accordingly, the value of the issuer's securities may decrease or possibly become worthless, and the returns, financial condition and results of operations of the issuer could be adversely impacted or impaired, thereby negatively impacting the NAV.

Subordinate and Non-conventional Financing

Subordinate financing (such as a second ranking mortgage investment), which may be held by the Partnership, is generally considered higher risk than first ranking financing. Mortgages will be secured by a charge, which may be in a second ranking position upon or in the underlying real estate. As well, the Partnership may take a junior position in a mortgage. When a charge on real property is in a position other than first ranking, it is possible for the holder of a prior charge on the real property, if the borrower is in default under the terms of its obligations to such holder, to take a number of actions against the borrower and ultimately against the real property in order to realize the security given for their loan. Such actions may include a foreclosure action, or an action forcing the real property to be sold. A foreclosure action may have the ultimate effect of depriving any person having other than a first ranking charge on the real property from enforcing the security of the real property. If an action is taken to sell the real property and sufficient proceeds are not realized from such sale to pay off all creditors who have prior charges on the real property, the holder of a subsequent charge may lose such holder's investment or part thereof to the extent of such deficiency unless such holder can otherwise recover such deficiency from other property owned by the debtor.

Interest Rate Risk

The Partnership will make fixed rate as well as floating rate loans, and therefore it could be exposed to interest rate risk. Interest rate risk is the risk that fixed rate loans will decline in value because of an increase in interest rates. As nominal interest rates rise, the value of certain loans is likely to decrease. Generally, the value of fixed rate loans will change inversely with changes in interest rates. As interest rates rise, the market value of fixed rate loans tends to decrease. Conversely, if the Partnership borrows at a fixed rate to partially fund the acquisition of a real estate asset, then a decrease in interest rates would cause the liability to increase in value. These risks will typically be greater for longer-term loans/borrowings than for short-term loans/borrowings.

Credit Risk

Credit risk is the risk that a mortgagor will fail to discharge the obligation under a mortgage causing the Partnership to incur a financial loss. The Asset Manager attempts to minimize credit risk primarily by ensuring that the collateral value of the security fully protects both first and second mortgage advances, that there is a viable exit strategy for each mortgage, and that mortgages are made to experienced mortgagors. In addition, the Asset Manager limits concentration of risk by diversifying the mortgage portfolio by way of geographic location, property type, maximum amount on any one property and maximum amount to any one mortgagor.

Concentration

A mortgage pool with few mortgagors is subject to the potential risk that such mortgagors may have a disproportionately greater effect on the performance of the mortgage pool than if such mortgagor concentration did not exist. Such a mortgage pool may be subject to losses that are more severe than other pools having the same or similar aggregate principal balance and composed of smaller average loan balances and a greater number of mortgagors. Similarly, concentration in real estate equity investments and geographic locations may subject the Partnership to greater losses than a portfolio more diversified along these parameters.

Limited Information Regarding Private Issuers

The Partnership's Real Estate Portfolio may consist of securities issued by privately held issuers. There is generally little or no publicly available information about such issuers and the Partnership must rely on the diligence of the Asset Manager to obtain the information necessary for the Partnership's decision to invest in them. There can be no assurance that the diligence efforts of the Asset Manager will uncover all material information about the privately held business necessary for the Partnership to make a fully informed investment decision.

Liquidity of Investments

The majority of the investments in the Real Estate Portfolio may have no market at all including, but not limited to, the Partnership's private investments and real estate investments. It is possible that the Partnership may not be able to sell portions of such positions without facing substantially adverse prices. If the Partnership is required to transact in such securities or other assets before the end of their intended investment horizon, the performance of the Partnership could suffer.

Mortgage Loans Not Insured

Generally speaking, mortgages are not insured or guaranteed, in whole or in part, by any government or governmental entity, underwriter or any other person, except in circumstances where recourse to the borrower and its financial strength is negotiated as part of a particular underwriting. In these cases the ability of any borrower (or guarantor) to satisfy its recourse obligations will be limited by the extent of their respective available assets. No representation is made as to the adequacy of the assets of any borrower or guarantor available to satisfy their respective recourse obligations with respect to any mortgages.

Refinancing Issues

The availability of credit for borrowers to refinance or repay a mortgage will be significantly dependent on economic conditions in the markets where related properties are located, the creditworthiness of the borrower, as well as the willingness and ability of lenders to make such loans. The availability of funds in the credit markets fluctuates and there can be no assurance that mortgages from time to time can or will be renewed at the same interest rates and terms, or in the same amounts as are currently in effect. It is possible that the mortgagor, the mortgagee or both, will not elect to renew such mortgage. In addition, if the mortgages in the mortgage portfolio are renewed, the principal balance of such renewals, the interest rates and the other terms and conditions of such mortgages will be subject to negotiations between the mortgagors and the mortgagee at the time of renewal.

Economic and Market Conditions

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

Investments in mortgages and real estate are also affected by local real estate markets, demand for commercial premises, fluctuation in occupancy rates, operating expenses and various other factors. Investments in mortgages and real assets are relatively illiquid. This illiquidity will limit the Partnership's ability to vary the Real Estate Portfolio promptly in response to changing economic or investment conditions.

Competition

Commercial real estate is subject to the usual competitive forces of supply, demand and availability of substitutes. These competitive forces may impact on the overall financial performance of the property including occupancy levels and potential rental rates. As a result, increased competition could adversely affect income from, and the value of, properties where the Partnership holds a mortgage on such properties or the underlying asset itself.

Joint Arrangements and Syndication

The Partnership may invest in, or be a participant in, joint arrangements or syndicates with third parties in respect of mortgage investments. A joint arrangement or syndicate involves certain additional risks that could result in additional financial demands, increased liability and a reduction in the Partnership's control over the mortgage investments and its ability to sell such mortgage investments.

Construction Mortgage Lending

In construction mortgage lending, the Partnership commits and is obligated to fund construction at various stages of completion, as determined from time-to-time during the period of construction. There are additional risks associated with construction mortgage lending, including but not limited to: project completion, cost control, time to market, product marketability, ongoing funding availability and market demand risks. From time-to-time, the Partnership may have significant obligations to fund construction lending projects that are already underway. Meeting such commitments requires ongoing availability of funding. In the event the Partnership does not have sufficient funds to meet such commitments, the value of the Partnership's assets could be eroded and the ongoing viability of the Partnership could be at risk.

Development of Real Property

The Partnership's mortgage investments may be made to borrowers involved in the development of real property. The Partnership may also, directly or indirectly through underlying entities, invest in equity and debt securities of entities that manage and/or develop real estate. There are risks inherent in the development of real property, including the inability to obtain construction or mortgage financing on reasonable terms or at all, the inability or failure or unwillingness of any parties participating in the development to provide or procure guarantees, security and other credit support, the inability to secure planning, zoning or by-law approval or amendment on a timely basis or at all, construction delays due to force majeure, strikes, shortages of materials or labour, competition from other properties, limits on insurance coverage and increases in development costs due to general economic conditions and municipality regulations.

Development projects are subject to certain significant expenditures including property taxes, development charges, maintenance costs, mortgage payments, insurance costs, professional services and advisory fees and related and ancillary charges which must be made regardless of whether the property is producing sufficient income to service such expenses.

Property and Leasing Management

Certain significant expenditures, including capital improvements, property taxes, maintenance costs, debt service payments, insurance costs and related charges, must be made throughout the period of ownership of real property, regardless of whether the property is producing sufficient income to pay such expenses. In order to retain desirable rentable space, increase tenant demand and to generate adequate revenue

over the long-term, the Partnership must maintain or, in some cases, improve each property's condition through capital expenditures to meet market demand. Property management services, including lease management and facility repairs and maintenance must be executed in a timely and cost-effective manner. Maintaining a rental property in accordance with market standards can entail significant costs, which the Partnership may not be able to recover from its tenants. In addition, property tax reassessments based on updated appraised values may occur, which the Partnership may not be able to recover from its tenants. As a result, the Partnership may bear the economic cost of such operating costs and/or taxes which may adversely impact the financial condition and results of operations and decrease the amount of cash available for distribution to Partnership Unitholders. Numerous factors, including the age of the relevant building, the materials used at the time of construction or currently unknown building code violations could result in substantial unbudgeted costs for refurbishment or modernization. In addition, the timing and amount of capital expenditures may indirectly affect the amount of cash available for distribution to Partnership Unitholders. Distributions may be reduced, or even eliminated, at times when the General Partner deems it necessary to make significant capital or other expenditures.

If the actual costs of maintaining or upgrading a property exceed the estimates, or if hidden defects are discovered during maintenance or upgrading which are not covered by insurance or contractual warranties, additional and unexpected costs will be incurred. If similar properties located in the vicinity of one of the properties are substantially refurbished and the property is not similarly refurbished, the net operating income derived from, and the value of, such property could be reduced. Any failure to undertake appropriate maintenance and refurbishment work in response to the factors described above could adversely affect the rental income that is earned from such properties. Any such event could have a material adverse effect on the Partnership's cash flows, financial condition or results of operations and its ability to make distributions to Partnership Unitholders.

Tenant Risk

Borrowers rely upon periodic lease or rental payments from tenants to pay for a property's maintenance and other operating expenses, to fund capital improvements and to service debt. There is no guarantee that tenants will renew leases upon expiration or that they will continue operations throughout the terms of their leases. Accordingly, repayment of a mortgage loan may be affected by the expiration or termination of leases and the ability of the borrowers to renew those leases with the existing occupants or to re-lease the space on economically favourable terms. No assurance can be given that leases that expire can or will be renewed, that the space covered by leases that expire or are terminated can or will be leased in a timely manner at comparable rents or on comparable terms, or that the borrowers will be able to fund any required tenant improvements. If a significant portion of a mortgaged property is leased to a single tenant, the consequences of the failure of the borrower to re-lease such portion of such mortgaged property in the event that such tenant vacates the space leased to it, or a failure of such tenant to perform its obligations under the related lease will be more pronounced than if such mortgaged property were leased to a greater number of tenants.

Similarly, the above-noted risks apply to the net operating income of equity properties owned by the Partnership. A disruption or reduction in lease or rental payments from tenants will impact the net earnings of the Partnership and potentially the distributions it is able to make to Partnership Unitholders.

Uninsured Losses

The Partnership will arrange for comprehensive insurance, including fire, liability and extended coverage, of the type and in the amounts customarily obtained for properties similar to those to be owned by Partnership or its subsidiaries and will endeavour to obtain coverage where warranted against earthquakes and floods. However, in many cases certain types of losses (generally of a catastrophic nature) are either uninsurable or not economically insurable. Should such a disaster occur with respect to any of the properties invested in by the Partnership, it could suffer a loss of capital invested and not realize any profits which might be anticipated from the disposition of such properties.

Insurance Renewals

There is a possibility that the Partnership may not be able to renew insurance policies or obtain new insurance policies in the future for its properties once they expire. The terms and levels of coverage on expiring policies may not be available to the Partnership for property and casualty insurance, or insurance against natural disasters. In addition, the premiums that insurance companies may charge in the future may significantly increase. If the Partnership is unable to obtain adequate insurance for its properties, the Partnership could be in default under certain contractual commitments that it has made. The Partnership may also be subject to a greater risk of not being covered should damages to its properties occur, therefore affecting the Partnership's business, cash flows, financial condition, results of operations and ability to make distributions to its Partnership Unitholders.

Reliance on Third-Party Management

The Partnership may rely on third parties, including independent management companies, external consultants and property managers to perform certain real estate activities, including property management functions in respect of certain of the Partnership's properties. To the extent the Partnership relies on such management companies, the employees of such management companies will devote as much of their time to the management of the properties as in their judgement is reasonably required and may have conflicts of interest in allocating management time, services and functions among the properties and their other development, investment and/or management activities.

Environmental Matters

As an owner of real property in Canada, or possibly as a mortgagee in possession, the Partnership will be subject to various federal, provincial, territorial and municipal laws relating to environmental matters. Such laws provide that the Partnership could be, or become, liable for environmental harm, damage or costs, including with respect to the release of hazardous, toxic or other regulated substances into the environment, and the removal or other remediation of hazardous, toxic or other regulated substances that may be present at or under its properties. Further, liability may be incurred by the Partnership with respect to the release of such substances from or to the properties it holds. Applicable laws often impose liability regardless of whether the property owner knew of, or was responsible for, the presence of such substances. Additional liability may be incurred by the Partnership with respect to the release of such substances from any of the properties it owns to properties owned by third parties, including properties adjacent to the Partnership's properties or with respect to the exposure of persons to such substances. Laws also govern the maintenance and removal of materials containing asbestos in the event of damage, demolition or renovation of a property and also govern emissions of, and exposure to, asbestos fibers in the air.

Control Positions, Minority Investments, Co-Investments and General Partner Interests

The Partnership may take direct or indirect control positions in its portfolio investments. The exercise of control over an entity may subject the Partnership to the risk of potential liability for environmental damage, failure to supervise management, violation of governmental regulations, and other types of claims in which the general limited liability characteristic of a corporation may be ignored. If these liabilities were to occur, the Partnership may suffer losses.

The Partnership may also hold an interest in portfolio investments in conjunction with one or more other investors. The Partnership may have less control with respect to such investments, lessening its ability to protect its position, and may hold minority positions. The Partnership may co-invest with third parties through joint ventures, other entities, or similar arrangements, thereby acquiring non-controlling interests in certain investments. With respect to the foregoing investment structures, the Partnership will be significantly reliant on the existing management, board of directors, and other investors. Moreover, such investments may involve other risks, including the possibility that a third party partner or co-venturer may have financial difficulties resulting in a negative impact on such investment, may have economic or business interests or goals that are inconsistent with those of the Partnership, or the increased possibility of default, diminished liquidity, or insolvency by the third party partner or co-venturer due to a sustained or general economic downturn. Such other investors may be granted additional access to portfolio information or enhanced transparency and may be able to make investment decisions based on information and at times

not generally available to other investors, including the Partnership. In certain circumstances, investments in underlying entities or special purpose vehicles may not provide for complete segregation of fund assets and liabilities. In such instances, the Partnership may be adversely affected by a failure of other investors to meet their commitments or liabilities not directly associated with the Partnership's investment.

The Partnership may also structure portfolio investments by taking an interest in the management company or general partner of the entity that owns or controls an underlying portfolio investment. In such instances, the Partnership would seek investment return through the profits of the general partner or management company (through management and performance fees and/or carried interests or similar compensation structures) with respect to such underlying investments. With respect to such investments, the Partnership will be significantly reliant on management of the management company or general partner. In addition, such investments may have a longer or uncertain holding period, as the duration of such investments may be undetermined or proposed exit routes may be unproven. This may adversely affect the Partnership's investments and liquidation strategies with respect to such investments.

Investments of the Partnership structured as described above may result in multiple levels of fees and expenses applying to such investments. Any such investment structure or co-investment will not allow for the duplication of management or incentive fees payable to the Asset Manager by the Partnership.

Global Health Risks

Global health risks, including pandemics, may have a material impact on the global and Canadian economies. Historically, widespread outbreaks of communicable diseases have affected investment sentiment and caused sporadic volatility in global markets. Such effects will be unevenly distributed across sectors, businesses, and national and regional economies. Any slow-down in business activity may negatively impact liquidity. In addition, solvency concerns can be exacerbated if the situation results in working capital lines being blocked, financial covenants being breached, events of default occurring and/or the triggering of termination payments or other contingent liabilities for non-performance. Such negative changes in the global financial markets, and the national or regional economies of Canada may therefore in turn have a material adverse effect on the business of the Partnership or the business of any of its investments.

6.4 Conflicts of Interest and Interest of Management and Others in Material Transactions

The services of the Manager-Trustee, its officers, directors and affiliates are not exclusive to the Trust. The Manager-Trustee and any of its respective affiliates and associates may, at any time, engage in the promotion, management or investment management of any other fund, trust, or limited partnership and provide similar services to other funds and other clients and engage in consulting or other activities. The Manager-Trustee has adopted a conflict of interest policy designed to address and minimize potential conflicts of interest that may arise from the above-stated situations. This policy states that the Manager-Trustee will deal fairly, honestly and in good faith with all clients and not advantage one client over another.

The services of the Asset Manager, its officers, directors and affiliates are not exclusive to the Partnership. The Asset Manager currently acts and may in the future act as the asset manager of other funds and client accounts (including one or more managed accounts (or other similar arrangements, including those that may be structured as one or more entities)) and proprietary accounts and may, at any time, provide similar services to other funds and other accounts and engage in other activities. The investment programs of the Partnership and such other accounts may or may not be substantially similar.

The Partnership relies upon the Asset Manager's services and skill with respect to real estate assets. Although officers, directors and professional staff of the Asset Manager devote as much time to the Partnership as is deemed appropriate to perform its duties, the staff of the Asset Manager may have conflicts in allocating their time and services among the Partnership and the other funds and accounts managed by the Asset Manager or to which the Asset Manager provides management or asset management services. See "*Risk Factors – Allocation of Time*".

Potential conflicts of interest may arise for the Asset Manager when allocating orders among other funds and accounts for whom the Asset Manager provides asset management services, particularly in circumstances where the availability of investment opportunities is limited. These conflicts include, without limitation, the receipt of greater fees or compensation (including performance fees or similar incentive compensation) from some accounts, or may be perceived to arise because the Asset Manager may be affiliated with or have other relationships with certain accounts.

If opportunities for the purchase or sale of assets by the Asset Manager for the Partnership and for other funds or accounts for which the Asset Manager renders asset management services arise for consideration at or about the same time, it is the Asset Manager's general policy to share such investment opportunities (and sale opportunities) among the Partnership and the Asset Manager's institutional and other accounts, where permitted by the Asset Manager's existing investment mandates. In allocating such investment opportunities the Asset Manager takes into account a variety of factors including differences in legal, tax, regulatory, risk management, concentration, exposure, asset management agreements and account guideline limitations and/or mandate or strategy considerations for the relevant accounts as well as the relative amount of assets under management in each such account.

Notwithstanding the foregoing, any particular allocation decision among accounts is subject to various conditions set forth in the respective governing agreements of the Asset Manager's other accounts and certain investment opportunities (and certain mortgage investment opportunities, in particular) that fall within the Partnership's investment objectives or strategy may be allocated in whole to the Asset Manager's other existing accounts. No member of Forgestone Group will have any obligation to present any investment opportunity to the Partnership if it determines in good faith that such opportunity should not be presented to the Partnership for any one or a combination of the reasons specified above, or if such member of the Forgestone Group is otherwise restricted from presenting such investment opportunity to the Partnership.

The Asset Manager's sharing of investment and sale opportunities to the Partnership for consideration in the manner discussed above may result in the sharing or allocation of all or none of an opportunity to the Partnership, or a disproportional opportunity to participate and/or disproportional allocation among such persons, with such allocations or opportunities to participate being more or less advantageous to some such persons relative to other such persons.

From time to time, an opportunity may not be shared with the Partnership, or the Partnership may be precluded from participating in an opportunity that would otherwise be compatible with the Partnership's investment objectives and restrictions. There can be no assurance that all potentially suitable opportunities that come to the attention of the Asset Manager will be made available to or shared with the Partnership or that the Partnership will receive its desired amount of any such opportunity, or that the Partnership's actual allocation of an opportunity, if any, or the terms on which such allocation is made, will be as favorable as it would be if the conflicts of interest to which the Asset Manager may be subject, as noted above, did not exist. There can be no assurance that the Partnership will have an opportunity to participate in certain investments that fall within the Partnership's investment objectives.

Related and/or Connected Issuers

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

From time to time the Manager-Trustee may deal in the securities of a "related issuer" or a "connected issuer" as such terms are defined in National Instrument 33-105 *Underwriting Conflicts*. As of the date hereof the Manager-Trustee is manager to the Trust. As such, the Trust may be considered to be a related

issuer and/or connected issuer of, or otherwise have a connection to, the Manager-Trustee, a registered exempt market dealer, in connection with the distribution of Units, which may result in potential conflicts of interest. The definitions of the terms “connected issuer” and “related issuer” can be found in National Instrument 33-105 *Underwriting Conflicts*. A “related issuer” is a person or company that influences or is influenced by, through ownership or direction and control over voting securities, another person or company. A person or company is a “connected issuer” to another person or company if, due to its relationships with such person, a prospective purchaser of securities of the person or company might question the other person or company’s independence from the first person or company. Where the Manager-Trustee acts as an exempt market dealer in respect of the securities of a related or connected issuer of the Manager-Trustee, it will review with clients its current summary of potential conflicts of interest and obtain the specific and informed written consent of clients to the conflicts of interest. In connection with a purchase of Units of the Trust, the consent of clients is evidenced by each client’s execution of the Subscription Agreement for Units. In all investment decisions, the Manager-Trustee will deal fairly, honestly and in good faith with each of its clients.

The decision to distribute the Trust hereunder was made by, and the terms of such distribution were determined by the Manager-Trustee. The Manager-Trustee acts as the manager of the Trust and earns fees for managing the Trust. The Manager-Trustee acts as an exempt market dealer in connection with the marketing and sale of Units. However, no commissions are paid to the Manager-Trustee in connection with the sale of such Units. The Manager-Trustee will also earn an annual stipend from the Trust for the use of its direct client onboarding and execution platform, Midasboard. The proceeds of the Offering will not otherwise be applied, directly or indirectly, for the benefit of the Manager-Trustee.

Item 7 AUDITOR

The Auditor of the Trust is KPMG LLP with its principal offices located at 333 Bay Street, Suite 4600, Bay Adelaide Centre, Toronto, Ontario, M5H 2S5.

Item 8 CANADIAN LEGAL COUNSEL

Stikeman Elliott LLP will act as counsel to the Trust, the Partnership, and Manager-Trustee in connection with this Offering. In connection with this Offering and ongoing advice to the Trust and the Manager-Trustee, Stikeman Elliott LLP will not be representing the Unitholders in connection with the Trust, absent an express agreement to the contrary with such Unitholder. No independent counsel has been retained to represent the Unitholders. Stikeman Elliott LLP may be removed by the Manager-Trustee at any time without the consent of, or notice to, the Unitholders. In addition, Stikeman Elliott LLP does not undertake on behalf of or for the benefit of the Unitholders to monitor the compliance of the Trust, the Partnership or the Manager-Trustee and their Affiliates with the investment program, investment strategies, valuation procedures, investment restrictions and other guidelines and terms set forth in this Offering Memorandum and the Declaration of Trust, nor does Stikeman Elliott LLP monitor on behalf of or for the benefit of the Unitholders compliance with applicable laws. Stikeman Elliott LLP has not investigated or verified the accuracy and completeness of any information set forth in this Offering Memorandum, including information concerning the Trust, the Partnership or the Manager-Trustee or their Affiliates and personnel. Prospective investors should seek their own legal, tax, and financial advice before making an investment in the Trust.

Item 9 REPORTING OBLIGATIONS

The Trust is not a reporting issuer in any jurisdiction. It is therefore not required to disclose material changes which occur in its business and affairs, except in limited circumstances. The Trust will prepare its audited annual financial statements within 120 days of the end of each of its financial years, and will make them reasonably available to each Investor through their investment advisor, if their Units were purchased through an investment dealer, or directly if the Units were purchased through the Manager-Trustee, acting as exempt market dealer. The Manager-Trustee, on behalf of the Trust, will prepare and file on SEDAR+ reports of exempt distribution on Form 45-106F1 within 10 days of each closing of the sale of Units (expected to be monthly).

The Trust will make available to each Unitholder annually, within the time periods prescribed by law, information necessary to enable such Unitholder to complete an income tax return under the Tax Act with respect to Trust matters for the preceding year. The Trust itself is not liable for income tax and is not required to file income tax returns except for an annual information form.

Item 10 RESALE RESTRICTIONS

General Statement

The Units are being offered on a private placement basis in reliance upon prospectus exemptions under applicable securities legislation in each of the provinces and territories of Canada. These securities will be subject to a number of resale restrictions, including resale restrictions that are expected to apply indefinitely. You will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation and Units may only be transferred with the consent of the Manager-Trustee.

Generally, the Units may be resold only pursuant to an exemption from the prospectus requirements of applicable securities legislation or pursuant to an order of the appropriate securities regulatory authorities granting an exemption from prospectus requirements because the Trust is not a reporting issuer. A purchaser engaged in a resale of Units may also have reporting and other obligations. Investors are therefore advised to seek legal advice with respect to such resale of Units. Resale of Units is also restricted under the terms of the Declaration of Trust, and Units may not be transferred without the prior written consent of the Manager-Trustee. Accordingly, each prospective investor must be prepared to bear the economic risk of the investment in Units for an indefinite period.

Subject to applicable securities legislation, a Unitholder will be entitled, if permitted by the Manager-Trustee, to transfer all or, subject to any minimum investment requirements prescribed by the Manager-Trustee, any part of the Units registered in the Unitholder's name at any time by giving written notice to the Manager-Trustee. The proposed transferee will be required to make representations and warranties to the Trust and the Manager-Trustee in form and substance satisfactory to the Manager-Trustee. The Manager-Trustee may prescribe the minimum dollar value of Units which may be transferred but has not currently done so.

Each purchaser of Units will be required to deliver to the Manager-Trustee a Subscription Agreement in which such purchaser will represent to the Manager-Trustee that such purchaser is an accredited investor (within the meaning of applicable Canadian securities laws) and is therefore a person or company to whom the Trust may distribute Units without the benefit of a prospectus. Purchasers that acquire Units directly through the Manager-Trustee, acting as exempt market dealer, must complete an online "know-your-client" application through Midasboard.com and will be subject to anti-money laundering and anti-terror screening. See "Purchase of Securities - Purchase of Units Through the Manager-Trustee."

Restricted Period

Except in the Province of Manitoba, unless permitted under securities legislation, you cannot trade the securities before the date that is 4 months and a day after the later of (a) the date on which the securities are issued and (b) the date the Trust becomes a reporting issuer in any province or territory of Canada.

Additionally, in Manitoba, unless permitted under securities legislation, you must not trade the securities without the prior written consent of the regulator in Manitoba unless (a) the Trust has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or (b) you have held the securities for at least 12 months. The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

Item 11 Proceeds of Crime (Money Laundering) and Terrorist Financing Legislation

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

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

Item 12 Language of the Documents

Any potential Canadian investor acknowledges and agrees that by requesting information on the issuer and any investment opportunity, and as applicable by purchasing securities of the issuer, it: (i) expressly wishes and requested that this Offering Memorandum and the Subscription Agreement and all communications, disclosure and other documents, any agreement and any form of order and confirmation, as applicable, be drawn up in the English language only; and (ii) acknowledges that the issuer is not based in the Province of Québec and that any agreement to purchase securities, as applicable, is being formed outside of the Province of Québec. *Tout souscripteur canadien potentiel reconnaît et convient qu'en demandant de l'information sur l'émetteur et toute occasion de placement et, le cas échéant, en achetant des titres de l'émetteur, il: (i) souhaite et demande expressément que la présente notice d'offre et la convention de souscription et toutes les communications, tous les documents d'information et autres documents, toute entente et toute forme de commande et de confirmation, le cas échéant, soient rédigés en anglais seulement; et (ii) reconnaît que l'émetteur n'est pas établi dans la province de Québec et que toute entente d'achat de titres, le cas échéant, est conclue à l'extérieur de la province de Québec.*

Item 13 Purchaser's Rights

Securities legislation in certain of the Canadian provinces and territories provides purchasers of securities pursuant to an offering memorandum such as this Offering Memorandum with a remedy for damages or rescission, or both, in addition to and without derogation from any other rights they may have at law, where the Offering Memorandum and any amendment to it (and in some cases, advertising and sales literature used in connection therewith) contains a Misrepresentation. Where used herein, "**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not false or misleading in light of the circumstances in which it was made. Where used herein, "**material fact**" means, when used in relation to Units issued or proposed to be issued or, in New Brunswick, issued or distributed or proposed to be issued or distributed, a fact that would reasonably be expected to have a significant effect on the market price or value of the Units. 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 information set forth below is not intended to be a comprehensive summary of the rights of each purchaser, and may be subject to change. Each purchaser should refer to the complete text of the relevant provisions and to their legal advisor for more details. The rights of action discussed below are in addition to, and without derogation from, any other rights or remedies that are available at law to a purchaser of Units.

Ontario

Section 130.1 of the Securities Act (Ontario) provides that a purchaser resident in Ontario who purchases Units offered by this Offering Memorandum during the period of distribution has, without regard to whether

the purchaser relied upon the Misrepresentation, a right of action for damages or, alternatively, while still the owner of the Units, for rescission against the Trust 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 Trust;
- (b) the Trust will not be liable if it proves that the purchaser purchased the Units with knowledge of the Misrepresentation;
- (c) the Trust will not be liable for all or any portion of damages that it proves does not represent the depreciation in value of the Units as a result of the Misrepresentation relied upon; and
- (d) the Trust will not be liable for a misrepresentation in “forward looking information” (“FLI”), as such term is defined under applicable Canadian securities laws, if it proves that:
 - (i) the Offering Memorandum contains, proximate to the FLI, reasonable cautionary language identifying the FLI as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection set out in the FLI, and a statement of material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the FLI; and
 - (ii) the issuer had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the FLI; and
- (e) in no case shall the amount recoverable for the Misrepresentation exceed the price at which the Units were offered.

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

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

This Offering Memorandum is being delivered in reliance on the exemption from the prospectus requirements (the “**accredited investor exemption**”) contained under section 73.3(2) of the *Securities Act* (Ontario). The rights referred to in section 130.1 of the *Securities Act* (Ontario) do not apply if the prospective purchaser is relying on the accredited investor exemption and is:

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

Saskatchewan

Section 138 of *The Securities Act, 1988* (Saskatchewan), as amended (the “**Saskatchewan Act**”) provides that where this Offering Memorandum or any amendment to it is sent or delivered to a purchaser and it contains a misrepresentation (as defined in the Saskatchewan Act), a purchaser who purchases a Unit covered by this Offering Memorandum or any amendment to it has, without regard to whether the purchaser relied on the misrepresentation, a right of action for rescission against the Trust on whose behalf the distribution is made or has a right of action for damages against:

- (a) the Trust on whose behalf the distribution is made;
- (b) every promoter and director of the Trust 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 or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed this Offering Memorandum or the amendment thereto; and
- (e) every person who or company that sells Units on behalf of the Trust under this Offering Memorandum or amendment to this Offering Memorandum.

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

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

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

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

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

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

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 a Unit purchased and the verbal statement is made either before or contemporaneously with the purchase of the Unit, 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 purchase agreement and to recover all money and other consideration paid by the purchaser for the Units if the Units 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, Securities Division.

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

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

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

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

The Saskatchewan Act also provides a purchaser who has received an amended Offering Memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act with a right to withdraw from the agreement to purchase the Units by delivering a notice to the Trust, 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.

Manitoba

Section 141.1 of *The Securities Act* (Manitoba) provides that if a purchaser is resident in Manitoba and if this Offering Memorandum contains a misrepresentation, each purchaser in Manitoba to whom this Offering Memorandum has been sent or delivered and who purchases Units, will be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase, and such purchaser has a right of action for damages against the Trust, and, subject to certain additional defences, against every director of the Trust (who were directors at the date of this Offering Memorandum) and any person or company who signed this Offering Memorandum, but may elect instead to exercise a right of rescission against the Trust, in which case such purchaser will have no right of action for damages against the Trust or the directors of the Trust (who were directors at the date of this Offering Memorandum) or any other person or company who signed this Offering Memorandum, provided that, among other limitations:

- (a) in an action for rescission or damages, no person or company will be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation;
- (b) in an action for damages, the Trust will not be held liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- (c) in no case will the amount recoverable under the right of action described above exceed the price at which the Units were offered.

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

- (a) this Offering Memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable notice that it was delivered without the person or company's knowledge or consent;
- (b) after delivery of this Offering Memorandum and before the purchase of the Units by the purchaser, on becoming aware of any misrepresentation in this Offering Memorandum, the person or company withdrew the person's or company's consent to this Offering Memorandum and gave reasonable notice of the withdrawal and the reason for it; or

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

In addition, no person or company other than the Trust is liable with respect to any part of this 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:

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

In addition, no person or company is liable for a misrepresentation in forward-looking information if the person or company proves that:

- (a) this Offering Memorandum contains, proximate to such information (i) reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and (ii) a statement of the material factors or assumptions that were applied in drawing the conclusion or making the forecast or projection; and
- (b) the person or company had a reasonable basis for drawing the conclusions or making the forecasts or projections set out in the forward-looking information.

Subject to *The Securities Act* (Manitoba), no action shall be commenced to enforce these rights more than:

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

The rights discussed above 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.

New Brunswick

Section 2.1 of New Brunswick Securities Commission Rule 45-802 provides that the statutory rights of action in rescission or damages referred to in Section 150 of the *Securities Act* (New Brunswick) (“**Section 150**”) apply to information relating to an offering memorandum, such as this Offering Memorandum, that is provided to a purchaser of securities in connection with a distribution made in reliance on various prospectus exemptions, including the “accredited investor” prospectus exemption in Section 2.3 of NI 45-106. Section 150 provides investors who purchase securities offered for sale in reliance on an exemption from the prospectus requirements of the *Securities Act* (New Brunswick) with a statutory right of action against the issuer of securities for rescission or damages in the event that an offering memorandum provided to the purchaser contains a Misrepresentation.

Where this Offering Memorandum is delivered to a prospective purchaser of Units in connection with a trade made in reliance on Section 2.3 or Section 2.10(2) of NI 45-106, and this document contains a Misrepresentation, a purchaser who purchases the Units will be deemed to have relied on the Misrepresentation and will have, subject to certain limitations and defences, a statutory right of action against the Trust a selling security holder of whose behalf such trade is made, every person who was a

director of the Trust on the date of this Offering Memorandum and every person who signed this Offering Memorandum for damages or, while still the owner of Units, for rescission, in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages, provided that the right of action for rescission will be exercisable by the purchaser only if the purchaser commences an action against the defendant, not more than 180 days after the date of the transaction that gave rise to the cause of action, or, in the case of any action other than an action for rescission, the earlier of: (i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) six years after the date of the transaction that gave rise to the cause of action.

This statutory right of action is available to New Brunswick purchasers whether or not such purchaser relied on the Misrepresentation. However, there are various defences available to the Trust. In particular, no person will be liable for a Misrepresentation if such person proves that the purchaser purchased the Units with knowledge of the Misrepresentation when the purchaser purchased the Units. Moreover, in an action for damages, the amount recoverable will not exceed the price at which the Units were offered under this Offering Memorandum and any defendant will not be liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the Units as a result of the Misrepresentation.

Nova Scotia

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

- (a) no action shall be commenced more than, in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action or, in the case of any action, other than an action for rescission, the earlier of (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, and (ii) three years after the date of the transaction that gave rise to the cause of action. Notwithstanding the foregoing, no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than 120 days after the date on which the initial payment was made for the Units;
- (b) no person will be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation;
- (c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- (d) in no case will the amount recoverable in any action exceed the price at which the Units were offered to the purchaser.

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

- (a) this Offering Memorandum or amendment to this Offering Memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;
- (b) after delivery of this Offering Memorandum or amendment to this Offering Memorandum and before the purchase of the Units by the purchaser, on becoming aware of any misrepresentation in this

Offering Memorandum or amendment to this Offering Memorandum the person or company withdrew the person's or company's consent to this Offering Memorandum or amendment to this Offering Memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

- (c) with respect to any part of this Offering Memorandum or amendment to this Offering Memorandum purporting (i) to be made on the authority of an expert or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation, or (B) the relevant part of this Offering Memorandum or amendment to this Offering Memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

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

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

Nunavut

The right of action for damages or rescission described herein is conferred by section 112 of the *Securities Act* (Nunavut). Under section 112 of the *Securities Act* (Nunavut), when an offering memorandum, such as this Offering Memorandum, is delivered to an investor to whom securities are distributed in reliance upon a prospectus exemption under Nunavut securities laws, a purchaser resident in Nunavut who purchases Units offered by this Offering Memorandum during the period of distribution has, without regard to whether the purchaser relied upon the misrepresentation (being an untrue statement of a material fact, an omission to state a material fact that is required to be stated by the *Securities Act* (Nunavut), or an omission to state a material fact that needs to be stated so that a statement is not false or misleading in light of the circumstances in which it is made), a right of action for damages or, alternatively, while still the owner of the Units, for rescission against the Trust 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 Trust;
- (b) the Trust will not be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation;
- (c) the Trust will not be liable for all or any portion of damages that it proves does not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- (d) in no case shall the amount recoverable for the misrepresentation exceed the price at which the Units were offered.
- (e) Section 121 of the *Securities Act* (Nunavut) provides that no action shall be commenced to enforce these rights more than:
- (f) 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
- (g) in the case of an action for damages, the earlier of:
 - (i) 180 days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or
 - (ii) three years after the date of the transaction that gave rise to the cause of action.

Northwest Territories

The right of action for damages or rescission described herein is conferred by section 112 of the *Securities Act* (Northwest Territories). Under section 112 of the *Securities Act* (Northwest Territories), when an offering memorandum, such as this Offering Memorandum, is delivered to an investor to whom securities are distributed in reliance upon a prospectus exemption under Northwest Territories securities laws, a purchaser resident in Northwest Territories who purchases Units offered by this Offering Memorandum during the period of distribution has, without regard to whether the purchaser relied upon the misrepresentation (being an untrue statement of a material fact, an omission to state a material fact that is required to be stated by the *Securities Act* (Northwest Territories), or an omission to state a material fact that needs to be stated so that a statement is not false or misleading in light of the circumstances in which it is made), a right of action for damages or, alternatively, while still the owner of the Units, for rescission against the Trust 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 Trust;
- (b) the Trust will not be liable if it proves that the purchaser purchased the Units with knowledge of the misrepresentation;
- (c) the Trust will not be liable for all or any portion of damages that it proves does not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- (d) in no case shall the amount recoverable for the misrepresentation exceed the price at which the Units were offered.

Section 121 of the *Securities Act* (Northwest Territories) provides that no action shall be commenced to enforce these rights more than:

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

Rights for Purchasers in British Columbia, Alberta, Quebec, Newfoundland and Labrador, Prince Edward Island and Yukon

Notwithstanding that the *Securities Act* (British Columbia), the *Securities Act* (Alberta), and the *Securities Act* (Québec) and the *Securities Act* (Newfoundland and Labrador) do not provide, or require the Trust to provide, to purchasers resident in these jurisdictions any rights of action in circumstances where this Offering Memorandum or an amendment hereto contains a Misrepresentation, the Trust hereby grants to such purchasers contractual rights of action, subject to the same defences and limitations, that are equivalent to the statutory rights of action set forth above with respect to purchasers resident in Ontario.

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

General

The foregoing summary is subject to the express provisions of the securities acts of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, Yukon, Nunavut and Northwest Territories, respectively, and the rules, regulations and other instruments thereunder, and reference is made to the complete text of such provisions. Such provisions may contain limitations and statutory defences on which the Trust may rely.

The rights of action for damages or rescission discussed above are in addition to, and without derogation from, any other right or remedy which purchasers may have at law.