AMENDMENT TO OFFERING MEMORANDUM

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8: "*Risk Factors*".

OKR FINANCIAL

The Issuer:	**Old Kent Road Premium Fund II (the "Trust")**
Address:	Suite 2030, 150 – 9th Avenue SW Calgary, Alberta T2P 3H9
Phone #:	(403) 754-4334
Fax #:	(403) 754-4354
Email:	info@okrfinancial.com
Currently listed or quoted?	No. **These securities do not trade on any exchange or market.**
Reporting Issuer?	No.
SEDAR filer?	Yes, but only as required pursuant to section 2.9 of National Instrument 45-106 – *Prospectus Exemptions*. The Fund is not a reporting issuer and does not file continuous disclosure documents on SEDAR that are required to be filed by reporting issuers.

Date of Original Offering Memorandum: October 21, 2019

Amendment Date: December 3, 2019

The Offering

Securities Offered	Units of the Fund ("Units").
Price Per Security	$1.00 per Unit
Minimum Offering	**The Offering is not subject to any minimum offering amount and as such you may be the only purchaser. Funds available under this Offering may not be sufficient to accomplish our proposed objectives.**
Maximum Offering	$50,000,000 (50,000,000 Units) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".
Trustee	Old Kent Road Premium Fund II Trustee Inc.

Definitions

Unless specifically otherwise defined in this Amendment to Offering Memorandum (the "**Amendment**"), the capitalized terms utilized herein have the same meanings as provided for in the Offering Memorandum of the Fund dated October 21, 2019 (the "**Offering Memorandum**").

AMENDMENT

The terms of the Offering Memorandum require amendment as follows as a result of the following:

1. The directors of the Trustee have determined that it is in the best interest of the Fund that the Offering will no longer be subject to any Minimum Offering Amount

The Offering Memorandum is hereby amended on the terms (the "**Amendments**") provided for in this Amendment as follows:

SUMMARY PAGE

The reference to "**$1,000,000 (*Minimum Offering*)**" above the "Reporting Issuer" heading is deleted in its entirety.

In the table on the summary page, the terms provided under the heading "Minimum Offering" is deleted in its entirety and replaced with the following:

The Offering is not subject to any minimum offering amount and as such you may be the only purchaser. Funds available under this Offering may not be sufficient to accomplish our proposed objectives.

In the table on the summary page, the terms provided under the heading "**Proposed Closing Date(s)**" are deleted in their entirety and replaced with the following:

Closings may occur at any time and from time to time on such dates as the Trustee of the Fund may determine.

GLOSSARY OF TERMS

The definition of "Minimum Offering" is deleted in its entirety.

ITEM 1.1 FUNDS

The table provided in this Item 1.1 – Funds is deleted in its entirety and replaced with the following:

*The following table discloses the estimated available funds (the "**Available Funds**") of the Offering:*

		Assuming Minimum Offering	***Assuming Maximum Offering $50,000,000***
A	*Amount to be raised by issuance of this Offering*	*Nil*	*$50,000,000 (1)*
B	*Selling Commissions and Referral Fees*	*Nil*	*(2)*
C	*Estimated Offering costs*	*Nil*	*(2)*
D	*Available Funds: D = A – (B + C)*	*Nil*	*$50,000,000*
E	*Additional sources of funding required*	*Nil*	*Nil*
F	*Working Capital Deficiency*	*Nil*	*Nil*
G	*Total: G = D + E – F*	*Nil*	*$50,000,000*

(1) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".

(2) All expenses, fees and commissions related to the Offering will be borne by the Partnership rather than the Fund pursuant to the terms of the Funding Agreement. See Item 2.5 – "Material Agreements – Summary of the Funding Agreement".

ITEM 1.2 USE OF AVAILABLE FUNDS

The table setting out the proposed use of Available Funds with respect to the Fund in Item 1.2 is deleted in its entirety and replaced with the following:

The Fund

The following table sets out the proposed use of Available Funds by the Fund:

Description of intended use of Available Funds listed in order of priority	***Assuming Minimum Offering***	***Assuming Maximum Offering $50,000,000***
Acquire up to 50,000,000 Class A LP Units from the Partnership	*Nil*	*$50,000,000 (1)*
All other costs and expenses relating to the Fund's activities and business	*Nil (2)*	*Nil (1)*
Total	*Nil*	*$50,000,000*

(1) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".

(2) Pursuant to the Funding Agreement, all fees, costs and expenses relating to the Fund's activities and business will be borne by the Partnership rather than the Fund. See Item 2.5 – "Material Agreements – Summary of the Funding Agreement".

The table setting out how the Partnership will use the Gross Proceeds of this Offering received from the Fund in consideration for the purchase of Class A LP Units in Item 1.2 is deleted in its entirety and replaced with the following:

The Partnership

The Partnership will use the Gross Proceeds of this Offering received from the Fund in consideration for the purchase of Class A LP Units over the ensuing 12 months from the date of this Offering Memorandum to:

Description of intended use of available funds listed in order of priority	***Assuming Minimum Offering***	***Assuming Maximum Offering $50,000,000 (1)***
Pay the estimated legal, accounting and corporate finance costs associated with this Offering	*Nil*	*$175,000*
Pay for Referral Fees associated with this Offering (2)	*Nil*	*$375,000*
Pay all marketing costs associated with raising the Maximum Offering amount (3)	*Nil*	*$100,000*
Pay the operating and administration expense of the Fund and the Partnership (4)	*Nil*	*$500,000*
Pay the Capital Administration Fee to the Manager (5)	*Nil*	*$1,000,000*
As: (i) working capital for the origination and advance of Partnership Loans to Borrowers (6); and (ii) as distributions of Distributable Cash by the Partnership to its Limited Partners (7)	*Nil*	*$47,850,000*
Total Funds Available	*Nil*	***$50,000,000***

(1) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".

(2) Assuming the Fund pays an aggregate of three percent (3%) of the Gross Proceeds realized from the sale of 25% of the Units as Referral Fees to Referral Agents. The Partnership will pay all Referral Fees on behalf of the Fund pursuant to the Funding Agreement. See Item 2.5 – "Material Agreements – Summary of the Funding Agreement" and Item 7 – "Compensation Paid to Sellers and Finders".

(3) The Fund estimates that it will incur up to the above amounts in marketing expenses in its efforts to raise the Maximum Offering amount which will include but not be limited to costs for travel, printing, promotion, facility rental and investor events.

*(4) In the conduct of its business the Partnership estimates that it, together with the Fund, will incur expenses relating to investor relations, accounting, audit, administration fees, office rental, insurance, staff salaries (which will be paid to unrelated parties) Borrower due diligence, and legal expenses (collectively "**operating and administration expenses**"), all of which will be paid by the Partnership from funds raised from this Offering until such time as these costs can be*

paid from the operating income of the business of the Partnership. The Partnership estimates that if the Maximum Offering is raised and the Partnership fully deploys the maximum amount of working capital in advancing Partnership Loans, these expenses are expected to total approximately a minimum of $100,000 and a maximum of $500,000 (one percent (1%)) of the Gross Proceeds of this Offering in the ensuing 12 months from the date of this Offering Memorandum.

(5) *Pursuant to the terms of the Management Agreement, the Partnership shall pay the Manager a fee equal to two percent (2%) of funds raised by the Partnership from the distribution of Class A LP Units to the Fund (the "**Capital Administration Fee**") which will be paid from the proceeds of this Offering. See Item 2.1.3 - "The Manager".*

(6) *See Items 2.2 - "Our Business" and 2.3.1 - "Short and Long Term Objectives".*

(7) *The Partnership will calculate accrued interest to the date of a proposed distribution to its Limited Partners, which includes the Fund as a holder of Class A LP Units. Distributions will be paid from a combination of interest paid by Borrowers and may be paid from proceeds raised by the Fund under this Offering that have not been deployed as Loan principal at the time of a distribution to Unitholders. See Item 2.2.2 - "Our Business - Distribution of Interest Income from Partnership Loans".*

ITEM 3.1.2 THE GENERAL PARTNER

Footnote number 2 in this Item is deleted in its entirety and replaced with the following:

(2) *The officers and directors of the General Partner, other than Bill Green, are also the officers and directors of the Manager. The officer, directors and/or shareholders of the Manager may receive payment of some or all of the Management Fee during the term of the Partnership. The Capital Administration Fee payable by the Partnership the Manager is $1,000,000 with respect to the Maximum Offering amount. See Item 2.1.3 - "The Manger".*

ITEM 4.1 FUND'S CAPITAL

Footnote number 1 in this Item is deleted in its entirety and replaced with the following:

(1) This Unit is held by the settlor of the Fund and was issued for $100. The Fund will redeem this Unit upon the first Closing under this Offering.

ITEM 4.2 PARTNERSHIP'S CAPITAL

Footnote number 1 in this Item is deleted in its entirety and replaced with the following:

(1) These Class B LP Units are held by Seahawk Holdings Ltd. and were issued for $10. The Partnership will redeem these Class B LP Units upon the first Closing under this Offering.

ITEM 5.2 SUBSCRIPTION PROCEDURE

The below sentence be added above the first paragraph in Item 5.2:

This Offering is not subject to any minimum offering amount. You may be the only purchaser under this Offering.

The fifth paragraph of this Item is deleted in its entirety.

It is intended that this Amendment be read by Subscribers in conjunction with the Offering Memorandum.

ITEM 13 - DATE AND CERTIFICATE

Dated: December 3, 2019

Neither this Amendment to the Offering Memorandum nor the Offering Memorandum contains a misrepresentation.

ON BEHALF OF OLD KENT ROAD PREMIUM FUND II
by its Trustee

OLD KENT ROAD PREMIUM FUND II TRUSTEE INC.

signed "R. Stewart Thompson"	*signed "Jason Neale"*
R. STEWART THOMPSON	**DR. JASON NEALE**
as Officer and Director of the Trustee and Promoter	as Officer and Director of the Trustee and Promoter

OFFERING MEMORANDUM

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8 - "Risk Factors".

October 21, 2019

OKR FINANCIAL

OLD KENT ROAD PREMIUM FUND II

Suite 2030, 150 - 9th Avenue SW, Calgary, Alberta T2P 3H9
Tel: (403) 754-4334
Fax: (403) 754-4354
Email Address: info@okrfinancial.com

$50,000,000 *(Maximum Offering)*
$1,000,000 (*Minimum Offering)*

Reporting Issuer: Old Kent Road Premium Fund II (the "**Fund**") is not a reporting issuer in any jurisdiction and **these securities do not and will not trade on any exchange or market**.

SEDAR Filer: Yes, but only as required pursuant to section 2.9 of National Instrument 45-106 – *Prospectus Exemptions*. The Fund is not a reporting issuer and does not file continuous disclosure documents on SEDAR that are required to be filed by reporting issuers.

THE OFFERING

Refer to "Glossary of Terms" for the meanings of capitalized words and phrases that are used but not defined in this summary.

The Fund:	The Fund is a private open-ended trust established under the laws of Alberta.
Purpose:	The Fund's primary purpose and sole business is to use funds raised by it to acquire Class A LP Units in the Partnership. All or substantially all of the Available Funds of the Offering will be used to acquire Class A LP Units in the Partnership. See Item 1.2 - "Use of Available Funds" and Item 2.2 - "Our Business".
Securities Offered:	Units of the Fund ("Units").
Price per Security:	$1.00 per Unit
Minimum Offering:	$1,000,000 (1,000,000 Units)
Maximum Offering:	$50,000,000 (50,000,000 Units) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".
Available Funds:	Funds available from this Offering may not be sufficient to accomplish the Fund's proposed objectives.
Minimum Subscription Amount per Investor:	The minimum investment amount for Units shall be $10,000 (10,000 Units) per Subscriber. The Trustee may, in its sole Discretion, reduce the minimum investment amount per Subscriber in limited circumstances in order to allow the Fund to satisfy the "Minimum Investor/Investment Requirements" of a "mutual fund trust" under the Tax Act. See Item 5.2 - "Subscription Procedure".

Proposed Closing Date(s):	The initial Closing of the Offering is expected to occur on or about December 31, 2019 and subsequent Closings may occur from time to time and at any time on such other dates as the Trustee determines. If certain conditions have not been satisfied or waived on or before the date selected by the Trustee (in its sole Discretion), in respect of a Closing, Subscription Agreements and subscription funds will be returned to Subscribers without interest or deduction.
Income Tax Consequences and Deferred Plan Eligibility:	The Units are intended to be able to be held by taxable and tax exempt investors, such as trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans and tax-free savings accounts. There are important tax consequences to investors holding Units. The Fund must have a minimum of 150 investors having a minimum investment of $500 each by March 30, 2020 in order for the Fund to qualify as "*mutual fund trust*" under the Tax Act (the "**Minimum Investor/Investment Requirement**"). If the Fund does not satisfy the Minimum Investor/Investment Requirement on or before March 30, 2020, the Fund will not qualify as mutual fund trust. If the Fund fails to qualify as a mutual fund trust there will be adverse tax consequences to investors that hold Units in Deferred Plans. See Item 6.5 - "Qualified Investments for Deferred Plans" and Item 8 - "Risk Factors - Maintaining "Mutual Fund Trust" Status Requires Meeting Ongoing Requirements".
Distribution Reinvestment Plan:	The Fund has adopted a Distribution Reinvestment Plan (the "**DRIP**") that will allow eligible Canadian Unitholders to elect to have the distributions of Cash Flow of the Fund made with respect to the Units held by them reinvested in additional Units on the Distribution Payment Date at a purchase price equal to $1 per Unit at such time.
Selling Agent:	The Trustee will exclusively sell Units to Subscribers in accordance with applicable securities laws. No commissions will be paid with respect to any sales of Units made by the Trustee. The Fund may, in accordance with Applicable Laws, pay referral fees of up to three percent (3%) of the Gross Proceeds realized from the sale of Units, to parties that refer Subscribers to the Fund. See Item 7 - "Compensation Paid to Sellers and Finders".
Conflicts of Interest:	The actions of certain members of the Management (as defined herein) may from time to time be in conflict with the activities of the Fund. Such conflicts are expressly permitted by the terms of the Declaration of Trust dated May 15, 2019 governing the Fund (the "**Declaration of Trust**"). See Item 2.5 – "Material Agreements – Summary of the Declaration of Trust – Conflicts of Interest."
Term of the Fund:	The Fund is intended to carry on until December 31, 2029. An investment in the Fund should be considered long-term in nature.
Distributions:	The Fund will distribute Trust Income and Trust Capital Gains for each taxation year, so that Trust Income and Trust Capital Gains will be taxable to Unitholders and the Fund will not have any obligation to pay tax under the Tax Act. Payment of distributions is intended to be made in cash, but the Fund may, in certain circumstances, make distributions by distributing additional Units. See Item 2.5 – "Material Agreements – Summary of the Declaration of Trust – Distributions".
Redemptions:	Unitholders may redeem their Units, subject to certain restrictions, by providing a duly executed Redemption Notice to the Trustee. The Redemption Price: (i) within 24 months from the date of the Unit Certificate (the "Issuance Anniversary") representing Units to be redeemed shall be the Redemption Price of $0.93 per Unit to be redeemed; and (ii) at any time after the Issuance Anniversary of a Unit Certificate the Redemption Price shall be $1 per Unit to be redeemed. See Item 2.5 – "Material Agreements – Summary of the Declaration of Trust – Redemption of Units".
Redemption Restrictions:	The Redemption Price for Units paid by the Fund may not be paid in cash in certain circumstances but instead may be paid through the issue of Redemption Notes by the Fund. **Redemption Notes will not be a qualified investment for tax-exempt Subscribers.** See Item 6 - "Income Tax Considerations". Where in the Redemption Price of Units being redeemed is to be paid in cash, the maximum aggregate redemption proceeds shall not exceed $75,000 in any fiscal quarter (the "**Quarterly Limit**"). If the amount exceeds the Quarterly Limit, then the Fund may redeem Units for cash on a pro-rata basis up to the Quarterly Limit. See Item 2.5 – "Material Agreements – Summary of the Declaration of Trust – Redemption of Units".
Trustee:	Old Kent Road Premium Fund II Trustee Inc.

Resale Restrictions:	You will be restricted from selling your securities for an indefinite period. See Item 10 - "Resale Restrictions and Redemption Rights".
Purchaser's Rights:	You have 2 business days to cancel your agreement to purchase these Units. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 11 - "Purchasers' Rights".
OM Marketing Materials:	All OM Marketing Materials related to this Offering and delivered or made reasonably available to a prospective Subscriber are hereby incorporated by reference into this Offering Memorandum.

This Offering is being made to, and subscriptions will only be accepted from, persons resident in the Provinces and Territories of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec (provided that, with respect to Quebec, the Offering Memorandum is available in both the French and English languages), Nova Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Yukon and Nunavut. This Offering is being made pursuant to certain exemptions contained in National Instrument 45-106 – Prospectus Exemptions ("NI 45-106").

This Offering Memorandum constitutes an offering of securities only in those jurisdictions and to those persons to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities in any jurisdiction.

No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum. Any such information or representation which is given or received must not be relied upon.

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ELIGIBILITY FOR INVESTMENT

The Units will be a qualified investment under the Tax Act for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, or a tax-free savings account (each, a "**Deferred Plan**") provided that the Fund meets certain requirements as outlined in Item 6 – "Income Tax Considerations".

Notwithstanding the foregoing, if the Units are found to be "prohibited investments", some holders will be subject to a penalty tax as set out in the Tax Act. If the Fund fails to or ceases to qualify as a mutual fund trust, the Units will cease to be qualified investments for Deferred Plans which would have adverse tax consequences to Deferred Plans and their annuitants or beneficiaries. See Item 6 – "Income Tax Considerations" and Item 8 – "Risk Factors".

INVESTMENT NOT LIQUID

The Units offered hereunder will be subject to indefinite resale restrictions and a number of redemption restrictions. Until the indefinite restriction on trading expires, if ever, a Unitholder will not be able to trade the Units, unless it complies with very limited exemptions from the prospectus and registration requirements under applicable securities legislation. As the Fund has no intention of becoming a reporting issuer in any jurisdiction in Canada, these trading restrictions will not expire. Consequently, Unitholders may not be able to liquidate their Units in a timely manner, if at all, or pledge their Units as collateral for loans. Further, the Declaration of Trust contains certain redemption restrictions. Subject to certain restrictions, a Unitholder may redeem the Units for the Redemption Price. See Item 10 – "Resale Restrictions and Redemption Rights".

FORWARD-LOOKING STATEMENTS

Certain information regarding the Fund and the Partnership set forth in this Offering Memorandum, including the Fund's future plans and business, contains forward-looking statements that involve substantial known and unknown risks and uncertainties. The use of any of the words "anticipate", "believe", "continue", "estimate", "expect", "intend", "plan", "potential", "predict", "project", "seek" or other similar words, or statements that certain events or conditions "may", "might", "could", "should" or "will" occur are intended to identify forward-looking statements. Such statements represent the Trustee's internal projections, estimates or beliefs concerning, among other things, future growth, results of operations, business opportunities, future expenditures, plans for and results of business prospects and opportunities. These statements are only predictions and actual events or results may differ materially. Although the Trustee believes that the expectations reflected in the forward-looking statements are reasonable, future results, levels of activity, performance or achievement cannot be guaranteed since such expectations are inherently subject to significant business, economic, competitive, political and social uncertainties and contingencies. Many factors could cause the Fund and the Partnership's actual results to differ materially from those expressed or implied in any forward-looking statements made by, or on behalf of, the Fund and the Partnership.

Forward-looking statements included in this Offering Memorandum include, but are not limited to, statements with respect to: use of proceeds of the Offering; the business to be conducted by the Fund and the Partnership; the ability to make and the timing and payment of distributions; the Fund's and the Partnership's business objectives; treatment under governmental regulatory regimes and tax laws; financial and business prospects and financial outlook; timing of dissolution of the Fund; possibility of extension of the dissolution date of the Fund; results of operations, the timing thereof and the methods of funding.

These forward-looking statements are subject to numerous risks and uncertainties, including but not limited to the risks discussed under Item 8 - "Risk Factors" and other factors, many of which are beyond the control of the Fund and the Partnership. Readers are cautioned that the foregoing list of factors is not exhaustive.

The forward-looking statements contained in this Offering Memorandum are based on a number of assumptions, including those relating to:

- the Fund and Partnership's business strategy and operations;
- the ability of the Fund and Partnership to achieve or continue to achieve its business objectives;
- the Fund's and Partnership's expected financial performance, condition and ability to generate distributions;

- the Partnership, including its business strategy, operations, financial performance, condition and ability to generate distributions;
- the possibility of substantial redemptions of Units;
- the taxation of the Fund and the Partnership;
- the impact on the Fund and the Partnership of future changes in applicable legislation;
- the application of existing legislation and regulations applicable to the Fund and the Partnership; and
- the availability of and dependence upon certain key employees of the General Partner and Management.

Although the forward-looking statements contained in this Offering Memorandum are based upon assumptions believed to be reasonable, the Fund cannot assure investors that actual results will be consistent with these forward-looking statements.

The Fund has included the above summary of risks related to forward-looking information provided in this Offering Memorandum in order to provide Unitholders with a more complete perspective on the Fund and the Partnership's current and future operations and such information may not be appropriate for other purposes. The Fund's actual results, performance or achievement could differ materially from those expressed in, or implied by, these forward-looking statements and, accordingly, no assurance can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what benefits the Fund will derive therefrom. These forward-looking statements are made as of the date of this Offering Memorandum and the Fund disclaims any intent or obligation to update any forward-looking statements, whether as a result of new information, future events or results or otherwise, other than as required by applicable securities laws.

Investors are cautioned against placing undue reliance on forward-looking statements.

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GLOSSARY OF TERMS

The following terms and abbreviations used throughout this Offering Memorandum have the following meanings:

"**2017 Joint Lending Agreement**" means the 2017 Joint Lending and Administration Agreement that shall have the meaning ascribed to it in Item 2.2 – "Our Business - Joint Lending Agreements";

"**2019 Joint Lending Agreement**" means the 2019 Joint Lending and Administration Agreement that shall have the meaning ascribed to it in Item 2.2 – "Our Business - Joint Lending Agreements";

"**ABCA**" means the *Business Corporations Act* (Alberta), as amended from time to time;

"**Affiliate**" shall have the meaning ascribed thereto in the Securities Act;

"**Applicable Laws**" means all applicable provisions of law, domestic or foreign, including the Securities Act;

"**Approvals**" means any directive, order, consent, exemption, waiver, consent order or consent decree of or from, or notice to, action by or filing with, any Governmental Authority;

"**Assets Under Management**" means all the funds raised by the Partnership from the issue of Class A LP Units to the Fund; "**associate**" shall have the meaning ascribed thereto in the Securities Act;

"**Auditors**" means such firm of chartered accountants as may be appointed as auditor or auditors of the Fund;

"**Borrowers**" means collectively each of the Canadian Ventures and Euro/US Ventures to whom the Partnership provides Loans, either alone or in connection with related and unrelated parties, and may include Canadian Ventures in which a Principal Party is an officer, director and/or minority equity interest holder in such Canadian Venture or a Canadian Venture in which the majority equity interest in such Borrower is controlled by a Venture Fund managed and/or controlled by one or more of the Principal Parties;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in the City of Calgary, in the Province of Alberta;

"**Canadian Borrower**" means a Canadian Venture to whom the Partnership provides a Partnership Loan, either alone or in connection with related and unrelated parties;

"**Canadian Ventures**" means Canadian corporations, partnerships, joint ventures or other similar Canadian business enterprises;

"**Capital Contribution**", with respect to any Limited Partner, means the amount of capital contributed by such Limited Partner to the Partnership in accordance with the Partnership Agreement;

"**Cash Flow of the Fund**" shall have the meaning provided for in Item 2.5 – "Material Agreements - Summary of the Declaration of Trust - Cash Flow of the Fund";

"**Class A LP Units**" means the Class A limited partnership units in the Partnership issued from time to time in accordance with the Partnership Agreement and having the rights, privileges, restrictions and conditions set out in the Partnership Agreement;

"**Class A Proportionate Share**" of any amount at any time, means a fraction equal to the number of Class A LP Units of which a Limited Partner is the registered holder at that time divided by the total number of issued and outstanding Class A LP Units at that time;

"**Class B LP Units**" means the Class B limited partnership units in the Partnership issued from time to time in accordance with the Partnership Agreement and having the rights, privileges, restrictions and conditions set out in the Partnership Agreement;

"**Class B Proportionate Share**" of any amount at any time, means a fraction equal to the number of Class B LP Units of which a Limited Partner is the registered holder at that time divided by the total number of issued and outstanding Class B LP Units at that time;

"**Counsel**" means a law firm acceptable to the Trustee;

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

"**Cumulative Preferred Return**" means, with respect to a Limited Partner holding Class A LP Units, and at any time of determination, the sum of the Preferred Return earned by such Limited Partner under the terms of the Partnership Agreement prior to the date of such determination;

"**Cumulative Preferred Return Deficiency**" means, with respect to a Limited Partner holding Class A LP Units, and at any time of determination, an amount which equals the excess, if any, of (i) the Cumulative Preferred Return earned by such Limited Partner as of such date less (ii) the cumulative amount of cash distributed to such Limited Partners by the Partnership in respect of the payment of the Cumulative Preferred Return to a Limited Partner;

"**Declaration of Trust**" means the Declaration of Trust dated May 15, 2019 as amended June 17, 2019 governing the business and affairs of the Fund as may be amended, supplemented and restated from time to time;

"**Deferred Plan**" means a trust governed by a registered retirement savings plan, registered retirement income fund, registered education savings plan or tax-free savings account;

"**Discretion**" means sole, absolute and unfettered discretion;

"**Distributable Cash**" means with respect to a particular period, the amount by which the Partnership's cash on hand or to be received in respect of that period (excluding any proceeds from any Financing) exceeds:

(i) unpaid administration expenses of the Partnership including the Management Fee;
(ii) amounts required for the business and operations of the Partnership, including operating expenses and capital expenditures;
(iii) amounts required in order to meet all debts, liabilities and obligations in respect of any Financing, including reserves to ensure compliance with agreements to which the Partnership is subject; and
(iv) any amounts which the General Partner in its Discretion determines is necessary to satisfy the Partnership's current and anticipated debts, liabilities and obligations and to comply with Applicable Laws;

"**Distribution Payment Date**" means, in respect of a Distribution Period, on the fifth Business Day immediately following the end of the Distribution Period or such other date determined from time to time by the Trustee;

"**Distribution Period**" means each quarterly period ending on March 31, June 30, September 30 and December 31, or such other periods as may be hereafter determined from time to time by the Trustee from and including the first day thereof and to and including the last day thereof with the first distribution to commence at the end of the first Fiscal Quarter that is six (6) months from the date of the first distribution of Units by the Fund to a party or parties other than the settlor of the Fund;

"**Distribution Record Date**" means the last day of each Distribution Period, or such other date determined from time to time by the Trustee;

"**Dr. Neale**" means Jason Neale, an individual resident in the municipal district of Lake Country, British Columbia;

"**Euro/US Borrowers**" means Euro/US Ventures to whom the Partnership provides a Partnership Loan, either alone or in connection with related and unrelated parties;

"**Euro/US Ventures**" means corporations, partnerships, joint ventures or other similar business enterprises that carry on business in one or more countries in Europe or the United States;

"**Exchangeable Security**" or "**Exchangeable Securities**" means a unit or units, a share or shares or other security or securities that are convertible into or exchangeable for Unit(s) (directly or indirectly) without the payment by the holder of additional consideration therefor, whether or not issued by the Fund;

"**Financing**" means any credit facility granted or extended to or for the benefit of, or investment by way of debt in, the Partnership whereby or pursuant to which money, credit or other financial accommodation has been or may be provided, made available or extended to the Partnership by way of borrowed money, the purchase of debt instruments or securities, bankers acceptances, letters of credit, overdraft or other forms of credit and financial accommodation, and includes any and all trust deeds, indentures, mortgages, bonds or debentures (whether issued and delivered as security or sold to a purchaser), security agreements and other deeds, instruments or documents in respect thereof;

"**Financing Receivable**" has the meaning ascribed to it in Item 2.2 – "Our Business – Qualification for Partnership Loans";

"**Fiscal Year**" means a fiscal year of the Fund (or portion thereof), which ends on December 31 in each calendar year, except in the case of a deemed year end on the dissolution of the Fund;

"**Fund**" means Old Kent Road Premium Fund II, a trust constituted by the Declaration of Trust, as the same may be amended, supplemented or restated from time to time;

"**Funding Agreement**" means the agreement entered into between the Fund and the Partnership which provides that the Partnership will pay all costs, fees, Selling Commissions, Investment Administration Expense and expenses incurred by the Fund in connection with this Offering;

"**GAAP**" means at any time accounting principles generally accepted in Canada, including those set out in the Handbook of the Chartered Professional Accountants - Canada, specifically International Financial Reporting Standards ("**IFRS**"), applied on a consistent basis;

"**General Partner**" means OKR Premium Fund II GP Inc., a corporation established under the laws of the Province of Alberta, or any successor or permitted assignee thereof;

"**Governmental Authority**" means: (i) any nation, province, territory, state, county, city or other jurisdiction; (ii) any federal, provincial, territorial, state, local, municipal, foreign or other government; (iii) any governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental power); (iv) anybody exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power; or (v) any official of the foregoing;

"**Government Financing Programs**" has the meaning ascribed to it in Item 2.2 – "Our Business – Partnership Loans";

"**Gross Proceeds**" means, at any time, the aggregate gross proceeds of this Offering;

"**GST**" means any applicable Canadian federal or provincial goods and services tax or harmonized sales tax;

"**ICR**" means the Partnership's internal credit rating of Borrowers. See Item 2.2.2 – "Business of the Partnership – Internal Credit Rating";

"**include**", "**including**" and "**includes**" mean "include, without limitation", "including, without limitation" and "includes without limitation", respectively;

"**Income of the Fund**" means for any taxation year of the Fund the net income for the year determined pursuant to the provisions of the Tax Act (other than subsection 104(6) and paragraph 82(1)(b)) having regard to the provisions thereof which relate to the calculation of income of a trust, and taking into account such adjustments thereto as are determined by the Trustee in respect of dividends received from taxable Canadian corporations, amounts paid or payable by the Fund to Unitholders and such other amounts as may be determined in the Discretion of the Trustee; provided, however, that capital gains and capital losses shall be excluded from the computation of net income;

"**Limited Partner**" means any person who is admitted to the Partnership as a limited partner for as long as they are registered holder(s) of at least one LP Unit;

"**LP Units**" means collectively the Class A LP Units and Class B LP Units;

"**Majority Equity Interest**" means 51% or more of the authorized issued equity or ownership interest in a Borrower;

"**Management**" means collectively the officers and directors of the General Partner;

"**Management Agreement**" means the agreement entered into between the Partnership and the Manager which provides that the Partnership will pay a Management Fee to the Manager pursuant to the terms and conditions of this agreement. See Item 2.5 – "Material Agreements - Summary of the Management Agreement";

"**Management Fee**" means the fee to be paid by the Partnership to the Manager pursuant to the terms and conditions of the Management Agreement. See Item 2.5 – "Material Agreements - Summary of the Management Agreement";

"**Manager**" means Old Kent Road Financial Inc., a corporation established under the laws of the Province of Alberta. See Item 2.1.3 – "The Manager";

"**Maximum Offering**" means the maximum offering hereunder of gross proceeds of $50,000,000 (50,000,000 Units). The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 "Business of the Fund";

"**Minimum Offering**" means the minimum offering hereunder of gross proceeds of $1,000,000 (1,000,000 Units);

"**Minimum Investor/Investment Requirement**" means the requirement under the Tax Act for the Fund to have a minimum of 150 investors having a minimum investment of $500 each by March 30, 2020 in order for the Fund to qualify as "mutual fund trust" under the Tax Act;

"**Net Realized Capital Gains**" of the Fund for any taxation year of the Fund shall be determined as the amount, if any, by which the aggregate of the capital gains of the Fund for the year exceeds:

(i) the aggregate of the capital losses of the Fund for the year;
(ii) any capital gains which are realized by the Fund as a result of a redemption of Units pursuant to the Declaration of Trust; and
(iii) the amount determined by the Trustee in respect of any net capital losses for prior taxation years which the Fund is permitted by the Tax Act to deduct in computing the taxable income of the Fund for the year;

"**Non-Resident**" means a Person who is not a resident of Canada and a partnership that is not a Canadian partnership, for purposes of the Tax Act;

"**OKR ULC**" means OKR Premium Fund II ULC, an affiliated unlimited liability corporation established under the laws of the Province of Alberta. See Item 2.1.4 – "Related & Affiliated Parties – US Investment Structure";

"**OKR US LP**" means OKR Premium Fund II US LP., a limited partnership established under the laws of the State of Delaware. See Item 2.1.4 – "Related & Affiliated Parties – US Investment Structure";

"**Offering**" means the private placement of the Units by the Fund under this Offering Memorandum;

"**Offering Memorandum**" means this private placement offering memorandum of the Fund as the same may be amended, supplemented or replaced from time to time;

"**OM Marketing Materials**" means a written communication, other than an OM standard term sheet (as that term is defined in National Instrument 45-106 *Prospectus Exemptions*), intended for prospective purchasers regarding the distribution of Units under this Offering Memorandum that contains material facts relating to the Fund, the Units or this Offering;

"**Partnership**" means OKR Premium Fund II LP, a limited partnership established under the laws of the Province of Alberta;

"**Partnership Act**" means the *Partnership Act* (Alberta) as amended and in force from time to time;

"**Partnership Agreement**" means the limited partnership agreement dated March 14, 2019, as may be further amended, restated or supplemented from time to time respecting the Partnership, between OKR Premium Fund II GP Inc. as general partner and Seahawk Holdings Ltd. as the initial limited partner;

"**Partnership Loan**" or "**Loan**" means the loans, inclusive of Related Party Loans and Jointly Funded Loans, that will be advanced by the Partnership to Borrowers as bridge financing with respect to the future receipt by a Borrower of funding from approved government: (i) tax credit and tax incentive programs; (ii) grant programs; (iii) loan programs; (iv) financing programs; (v) repayable contributions programs; (vi) or other such government programs in Canada, Europe or the United States, that in the sole Discretion of the General Partner, are similar to the above programs and align with the business objectives of the Partnership. See Item 2.2.2 – "Our Business – Partnership Loans";

"**Permitted Investments**" means all property, assets and rights which may be held from time to time by a "mutual fund trust" under the provisions of subsection 132(6) of the Tax Act, including without limitation:

(i) the initial contribution made to the Fund by the initial Unitholder;
(ii) all funds realized from the sale of Units;
(iii) securities in the capital of corporations and interests in limited partnerships or trusts, including without limitation the Partnership;
(iv) debt or debt instruments issued by any issuer;
(v) rights in and to any real property, provided it is capital property;
(vi) any proceeds of disposition of any of the foregoing property; and
(vii) all income, interest, profit, gains and accretions and additional rights arising from or accruing to such foregoing property or such proceeds of disposition;

"**Person**" means any individual, company, corporation, limited partnership, general partnership, firm, joint venture, syndicate, trust, joint stock company, limited liability company, association, bank, pension fund, business trust or other organization, whether or not a legal entity, and any government agency or political subdivision thereof or any other form of entity or organization;

"**Portfolio**" means all of the outstanding Loans made by the Partnership to Borrowers;

"**Preferred Return**" shall mean with respect to a Limited Partner holding Class A LP Units and with respect to those periods during the term of the Partnership that the Limited Partner's Capital Contribution is outstanding, an amount equal to eight percent (8%) per annum, of such Limited Partner's Capital Contribution from the first day of the month immediately following the month in which such Capital Contribution is made until the date such Limited Partner's Capital Contribution has been returned through distributions of Distributable Cash made by the Partnership to the Limited Partner (on a first-in, first-out basis). The Preferred Return shall be calculated on the basis of a year of 365 days and the actual number of days (including the first day, but excluding the last day) occurring in the period for which the Preferred Return is being calculated;

"**Principal Party**" means any of the officers, directors or shareholders of the General Partner, the Manager or the Trustee;

"**Program Application**" has the meaning ascribed to it in Item 2.2 – "Our Business – Partnership Loans";

"**Proportionate Share**" means with respect to LP Units either the Class A Proportionate Share or the Class B Proportionate Share as applicable in the circumstances;

"***pro rata share***" means, of any particular amount in respect of a Unitholder at any time shall be the product obtained by multiplying the number of Units that are outstanding and owned by that Unitholder at such time by the amount obtained when the particular amount is divided by the total number of all Units that are issued and outstanding at that time;

"**Qualified Investor**" means a potential investor in the Fund who, in the view of the Trustee of the Fund, acting in a commercially reasonable manner, (i) is connected or may become associated with potential Borrowers; including but not limited to angel investors; board members and consultants with potential Borrower connections; individuals working for or with Canadian, European or United States Government Financing Programs; investors currently or previously having worked within the financing industry that may provide financing to potential Borrowers; investors working, managing, consulting or investing within accelerator, incubator programs or similar enterprises; individuals working within the TV, film, media or similar sectors, entrepreneurs associated with businesses that may finance tax credits through Canadian, European or United States Government Financing Programs; (ii) is a "friend, family member or business associate" (as each of those terms are defined in NI 45-106) of Dr. Neale and/or R. Stewart Thompson or (iii) is a family member of any current mutual fund trust unitholders in Old Kent Road Premium Fund I;

"**Redemption Notes**" means in the case where a cash redemption is not applicable to Units tendered for redemption, the unsecured promissory notes of the Fund may be distributed by the Fund to satisfy the Redemption Price, with such Notes having an interest rate that is equal to five percent (5%) simple interest per annum, calculated from the day the Note is issued and such other commercially reasonable terms as the Trustee may prescribe, subject to a maximum term of three (3) years from the date of issue, as determined in the sole discretion of the Trustee, provided that the applicable interest shall be paid annually on the anniversary date of the issue of the Note;

"**Redemption Price**" means the price per Unit that the Fund shall pay to a redeeming Unitholder, which shall be determined as follows: (i) within 24 months from the date of the Unit Certificate representing Units to be redeemed shall be the Redemption Price of $0.93 per Unit with respect to each Unit being redeemed; and (ii) at any time after the aforementioned 24 month period the Redemption Price shall be one dollar ($1) per Unit to be redeemed;

"**Referral Fees**" means up to three percent (3%) of the Gross Proceeds from the sale of the Units pursuant to this Offering payable to parties (other than the Trustee or Management) that refer Subscribers to the Fund;

"**Related Party Loans**" means Loans, made to Canadian Borrowers in which: (i) one or more of the Principal Parties holds one or more of the following positions within a Canadian Borrower: officer, director, consultant and/or; (ii) one or more of the Principal Parties holds an equity or ownership interest in a Canadian Borrower;

"**Securities**" means bonds, debentures, notes or other evidence or instruments of indebtedness, shares, stocks, options, warrants, special warrants, installment receipts, subscription receipts, rights, subscriptions, partnership interests, units or other evidence of title to or interest in the capital, assets, property, profits, earnings or royalties, of any Person;

"**Securities Act**" means the *Securities Act* (Alberta), as amended from time to time, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder;

"**Subscribers**" means Persons who subscribe for Units pursuant to this Offering and "**Subscriber**" means any one such Person;

"**Subscription Agreement**" means the Subscription Agreement entered into between a Subscriber and the Fund with respect the purchase of Units by a Subscriber under this Offering;

"**subsidiary**" shall have the meaning ascribed thereto in the Securities Act;

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

"**Trust Assets**", at any time, shall mean the Permitted Investments that are at such time held by the Trustee for the benefit of the Unitholders and for the purposes of the Fund under the Declaration of Trust;

"**Trustee**" means Old Kent Road Premium Fund II Trustee Inc., a corporation established under the laws of the Province of Alberta, or any successor or permitted assignee thereof;

"**Unit**" or "**Trust Unit**" means a trust unit of the Fund which represents an interest in the Fund as provided for in the Declaration of Trust and has the rights, privileges, restrictions and conditions set forth in the Declaration of Trust and shall not include fractional Units;

"**Unit Certificate**" means a certificate, in the form approved by the Trustee, evidencing one or more Units, issued and certified in accordance with the provisions of the Declaration of Trust;

"**Unit Subscription Price**" means the subscription price for a Unit paid for by a Subscriber to this Offering. See Item 5.2 - "Subscription Procedure"; and

"**Unitholders**" means at any time the Persons who are the holders of record at that time of one or more Units, as shown on the registers of such holders maintained by or on behalf of the Fund.

In this Offering Memorandum, references to "dollars" and $ are to the currency of Canada, unless otherwise indicated.

ITEM 1 - USE OF AVAILABLE FUNDS

1.1 FUNDS

The following table discloses the estimated available funds (the "**Available Funds**") of the Offering:

		Assuming Minimum Offering $1,000,000	**Assuming Maximum Offering $50,000,000**
A	Amount to be raised by issuance of this Offering	$1,000,000	$50,000,000(1)
B	Selling Commissions and Referral Fees	(2)	(2)
C	Estimated Offering costs	(2)	(2)
D	Available Funds: D = A – (B + C)	$1,000,000	$50,000,000
E	Additional sources of funding required	Nil	Nil
F	Working Capital Deficiency	Nil	Nil
G	Total: G = D + E – F	$1,000,000	$50,000,000

(1) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".

(2) All expenses, fees and commissions related to the Offering will be borne by the Partnership rather than the Fund pursuant to the terms of the Funding Agreement. See Item 2.5 – "Material Agreements – Summary of the Funding Agreement".

1.2 USE OF AVAILABLE FUNDS

All of the Gross Proceeds from this Offering will be used to acquire Class A LP Units in the Partnership. The Fund will acquire Class A LP Units for the subscription price of one dollar ($1) per Class A LP Unit. The number of Class A LP Units to be acquired by the Fund will be contingent on the amount of funds raised pursuant to this Offering. See Item 2.2 - "Our Business".

The Fund

The following table sets out the proposed use of Available Funds by the Fund:

Description of intended use of Available Funds listed in order of priority	**Assuming Minimum Offering $1,000,000**	**Assuming Maximum Offering $50,000,000**
Acquire up to 50,000,000 Class A LP Units from the Partnership	$1,000,000	$50,000,000 (1)
All other costs and expenses relating to the Fund's activities and business	Nil (2)	Nil (1)
Total	$1,000,000	$50,000,000

(1) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".

(2) Pursuant to the Funding Agreement, all fees, costs and expenses relating to the Fund's activities and business will be borne by the Partnership rather than the Fund. See Item 2.5 – "Material Agreements – Summary of the Funding Agreement".

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The Partnership

The Partnership will use the Gross Proceeds of this Offering received from the Fund in consideration for the purchase of Class A LP Units over the ensuing 12 months from the date of this Offering Memorandum to:

Description of intended use of available funds listed in order of priority	**Assuming Minimum Offering $1,000,000**	**Assuming Maximum Offering $50,000,000** (1)
Pay the estimated legal, accounting and corporate finance costs associated with this Offering	$100,000	$175,000
Pay for Referral Fees associated with this Offering (2)	$7,500	$375,000
Pay all marketing costs associated with raising the Maximum Offering amount (3)	$10,000	$100,000
Pay the operating and administration expense of the Fund and the Partnership (4)	$100,000	$500,000
Pay the Capital Administration Fee to the Manager (5)	$20,000	$1,000,000
As: (i) working capital for the origination and advance of Partnership Loans to Borrowers (6); and (ii) as distributions of Distributable Cash by the Partnership to its Limited Partners (7)	$762,500	$47,850,000
Total Funds Available	**$1,000,000**	**$50,000,000**

(1) The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 - "Business of the Fund".

(2) Assuming the Fund pays an aggregate of three percent (3%) of the Gross Proceeds realized from the sale of 25% of the Units as Referral Fees to Referral Agents. The Partnership will pay all Referral Fees on behalf of the Fund pursuant to the Funding Agreement. See Item 2.5 – "Material Agreements – Summary of the Funding Agreement" and Item 7 – "Compensation Paid to Sellers and Finders".

(3) The Fund estimates that it will incur up to the above amounts in marketing expenses in its efforts to raise the Maximum Offering amount which will include but not be limited to costs for travel, printing, promotion, facility rental and investor events.

(4) In the conduct of its business the Partnership estimates that it, together with the Fund, will incur expenses relating to investor relations, accounting, audit, administration fees, office rental, insurance, staff salaries (which will be paid to unrelated parties) Borrower due diligence, and legal expenses (collectively "**operating and administration expenses**"), all of which will be paid by the Partnership from funds raised from this Offering until such time as these costs can be paid from the operating income of the business of the Partnership. The Partnership estimates that if the Maximum Offering is raised and the Partnership fully deploys the maximum amount of working capital in advancing Partnership Loans, these expenses are expected to total approximately a minimum of $100,000 and a maximum of $500,000 (one percent (1%)) of the Gross Proceeds of this Offering in the ensuing 12 months from the date of this Offering Memorandum.

(5) Pursuant to the terms of the Management Agreement, the Partnership shall pay the Manager a fee equal to two percent (2%) of funds raised by the Partnership from the distribution of Class A LP Units to the Fund (the "**Capital Administration Fee**") which will be paid from the proceeds of this Offering. See Item 2.1.3 - "The Manager".

(6) See Items 2.2 - "Our Business" and 2.3.1 - "Short and Long Term Objectives".

(7) The Partnership will calculate accrued interest to the date of a proposed distribution to its Limited Partners, which includes the Fund as a holder of Class A LP Units. Distributions will be paid from a combination of interest paid by Borrowers and may be paid from proceeds raised by the Fund under this Offering that have not been deployed as Loan principal at the time of a distribution to Unitholders. See Item 2.2.2 - "Our Business - Distribution of Interest Income from Partnership Loans".

1.3 REALLOCATION

(a) THE FUND

The Fund intends to spend the Available Funds as stated above.

(b) THE PARTNERSHIP

The Partnership intends to spend the Available Funds as stated above.

1.4 WORKING CAPITAL DEFICIENCY

THE PARTNERSHIP

As at the date of this Offering Memorandum, the Partnership does not have a working capital deficiency.

THE FUND

As at the date of this Offering Memorandum, the Fund does not have a working capital deficiency.

ITEM 2 - OUR BUSINESS

2.1 STRUCTURE

2.1.1 THE FUND

The Fund is an unincorporated, open-ended, limited purpose mutual fund trust formed under the laws of the Province of Alberta on May 15, 2019 pursuant to the Declaration of Trust.

The Fund was established for the primary purpose of acquiring Class A LP Units of the Partnership.

The rights and obligations of the Unitholders and Trustee are governed by the Declaration of Trust and the laws of the Province of Alberta and Canada applicable thereto.

A Subscriber will become a Unitholder of the Fund upon the acceptance by the Trustee of such Subscriber's Subscription Agreement.

The Trustee

The Trustee of the Fund is Old Kent Road Premium Fund II Trustee Inc., a corporation established under the laws of the Province of Alberta on May 14, 2019. The Trustee is controlled, through their holding companies, by R. Stewart Thompson and Dr. Jason Neale. See Item 3.1.2 - "The General Partner".

The Trustee, through its officers and directors, is responsible for the management and control of business and affairs of the Fund on a day-to-day basis in accordance with the terms of the Declaration of Trust.

The Fund was established for the primary purpose of acquiring Class A LP Units of the Partnership.

2.1.2 THE PARTNERSHIP

The Partnership is a limited partnership established under the laws of the Province of Alberta on March 14, 2019.

The Partnership was established to advance Partnership Loans to Borrowers, as described in more detail under Item 2.2.2 – "Our Business – Business of The Partnership".

The General Partner

The General Partner of the Partnership is OKR Premium Fund II GP Inc., a corporation established under the laws of the Province of Alberta on March 14, 2019.

The General Partner has, to the exclusion of the Limited Partners, the sole power and exclusive authority to manage the business and affairs of the Partnership, to make all decisions regarding the business of the Partnership and to bind the Partnership. The General Partner is to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Limited Partners and the Partnership and shall, in discharging its duties, exercise the degree of care, the diligence and the skill that a reasonably prudent manager of a partnership would exercise in similar circumstances. Certain restrictions are imposed on the General Partner and certain actions may not be taken by it without the approval of the Limited Partners by special resolution. The General Partner cannot dissolve the Partnership or wind up its affairs except in accordance with the provisions of the Partnership Agreement.

The General Partner has:

i. unlimited liability for the debts, liabilities and obligations of the Partnership;
ii. subject to the terms of the Partnership Agreement, and to any applicable limitations set forth in the Partnership Act and applicable similar legislation, the full and exclusive right, power and authority to manage, control, administer and operate the business and affairs and to make decisions regarding the undertaking and business of the Partnership; and
iii. the full and exclusive right, power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying out the business of the Partnership.

An action taken by the General Partner on behalf of the Partnership is deemed to be the act of the Partnership and binds the Partnership.

Notwithstanding any other agreement the Partnership or the General Partner may enter into, all material transactions or agreements entered into by the Partnership must be approved by the board of directors of the General Partner.

Distributable Cash of the Partnership

The ability of the Fund to make distributions of cash and to make cash redemptions of Units will be wholly dependent upon distributions of Distributable Cash the Fund receives from the Partnership pursuant to the terms of the Partnership Agreement.

The following are the terms of the Partnership Agreement relating to the distributions of Distributable Cash:

(a) The General Partner may in its Discretion make distributions of Distributable Cash as follows:

  (i) firstly, $100 annually to the General Partner;
  (ii) secondly, to the Limited Partners holding Class A LP Units, in accordance with their Class A Proportionate Shares, until there has been distributed to the Limited Partners holding Class A LP Units, pursuant to the Partnership Agreement, an amount of cash equal to such Limited Partners then Cumulative Preferred Return Deficiency, if any, whereupon distributions shall thereafter be made;
  (iii) thirdly, (a) 50% to the Limited Partners holding Class A LP Units, and (b) 50% to the Limited Partners holding Class B LP Units in accordance with their Class B Proportionate Shares; and
  (iv) fourthly, if at any time there are no Limited Partners, then any amount which would have been allocated to the Limited Partners will be allocated to the General Partner.

(b) If the General Partner determines to make a distribution of Distributable Cash, the General Partner will distribute Distributable Cash to the Limited Partners whose names appear on the register of the Partnership on the date on which such distribution is being made. Distributions made will be net of any tax required by law to be withheld by the General Partner on behalf of the Partnership.

(c) The General Partner, in its Discretion, may issue Class A LP Units to the Limited Partners holding Class A LP Units, in lieu of making a cash distribution of Distributable Cash. Each such Class A LP Unit issued shall have a Capital Contribution amount of $1 per Class A LP Unit.

The General Partner may, in its Discretion at any time, return to the Limited Partners their Capital Contribution (less the amount of cash or the agreed value of property which has been previously paid or distributed in respect of such Unit on account of capital) in such amounts as the General Partner may determine, pro rata in proportion to the number of Units held by each Limited Partner; provided that the General Partner may not make any such advance or distribution if and to the extent:

(a) any Partner's share thereof would exceed the Capital Contribution of such Partner (less the amount of cash or the agreed value of property which has been previously paid or distributed in respect of such Unit on account of capital); or
(b) such distribution would be contrary to any provision of any agreement to which the Partnership is a party or by which the Partnership is bound (including any financing) or to any applicable law.

Other Advances or Distributions

Subject to and in the same priority as set forth above, the General Partner may, in addition to the advances or distributions described above, advance or distribute Distributable Cash at any other time and establish a record date for making of such advance or distribution. Notwithstanding the foregoing, the General Partner will not make any such advance or distribution if and to the extent such advance or distribution would be contrary to any provision of any other agreement to which the Partnership is a party, or by which the Partnership is bound (including any loan agreement) or to any applicable law.

Allocation of Net Income or Net Loss

In all circumstances Taxable Income or Tax Loss (as those terms are defined on the Partnership Agreement) for a given Fiscal Year of the Partnership is to be allocated as follows:

(a) firstly, $100 annually to the General Partner;
(b) secondly, to the Limited Partners holding Class A LP Units in an amount equal to the aggregate Preferred Return for the given Fiscal Year, in accordance with their Class A Proportionate Shares, after which allocations shall be made;
(c) thirdly, 50% to Limited Partners holding Class A LP Units in accordance with their Class A Proportionate Shares and 50% to Limited Partners holding Class B LP Units in accordance with their Class B Proportionate Shares; and
(d) fourthly, if at any time there are no Limited Partners, then any amount which would have been allocated to the Limited Partners will be allocated to the General Partner.

The amount of Taxable Income or Tax Loss allocated to a Limited Partner may exceed or be less than the amount of Distributable Cash distributed to such Limited Partner.

2.1.3 THE MANAGER

The manager of the Partnership's business is Old Kent Road Financial Inc. (the "**Manager**") a corporation established under the laws of Canada on December 21, 2015.

Pursuant to the terms of the Management Agreement (See Item 2.5 – "Material Agreements - Summary of the **Management Agreement**"), the Partnership shall pay an annual fee (the "**Management Fee**") to the Manager for managing the business of the Partnership as follows:

(i) the Partnership shall pay to the Manager two percent (2%) of the aggregate of all funds raised by the Partnership through the issue of Class A LP Units by the Partnership, together with any provincial or federal sales tax as may be applicable thereon. The Partnership shall pay the Manager the Management Fee within five (5) business days of each distribution of Class A LP Units; and

(ii) commencing on January 1, 2020, the Partnership shall pay the Manager a further Management Fee in addition to the Fee referenced in sub-paragraph (i) above of two percent (2%) of the total funds raised from the issue of Class A LP Units by the Partnership from inception to December 31st of the preceding year. This Fee shall be paid on January 1 of each of the remaining years of the term of the Partnership or such other date as shall be mutually agreed to in writing by the General Partner and the Manager. The Partnership shall pay the Manager the Management Fee together with any provincial or federal sales tax as may be applicable thereon.

Principal Place of Business

The principal place of business of each of the Fund, the Trustee, the Partnership, the General Partner and the Manager is Suite 2030, 150 - 9 Avenue SW, Calgary, Alberta, Canada.

2.1.4 RELATED & AFFILIATED PARTIES

Relationship between the Fund, the Trustee, the General Partner, the Partnership and the Manager

The following relationships should be considered by prospective investors in Units of the Fund:

- each of the Trustee, the General Partner and the Manager are wholly owned by the holding companies of Dr. Neale and R. Stewart Thompson;
- R. Stewart Thompson, Dr. Jason Neale and William Green, are the sole officers of each of the Trustee and the General Partner;
- R. Stewart Thompson and Dr. Jason Neale are the sole officers of the Manager and OKR ULC;
- R. Stewart Thompson and Dr. Jason Neale are the sole directors of each of the Trustee, the General Partner the Manager and OKR ULC; and
- the services of the individuals who serve as officers and directors of the Trustee, the Manager and the General Partner are not exclusive to the Fund or the Partnership, respectively.

See Item 3.2 – "Management Experience" for more information with respect to the above individuals.

Affiliated Parties

Old Kent Road Financial ("**OKR**") is the trade name used by R. Stewart Thompson and Dr. Neale with respect to fund-based investment structures (collectively "**OKR Funds**") that they have organized and/or managed and incudes future such funds.

In addition to the Fund, OKR currently controls four (4) additional mutual fund trusts (collectively the "**OKR Mutual Fund Trusts**"), Old Kent Road Premium Fund I, ("**OKR Premium Fund I**"), Old Kent Road Income Fund I, ("**OKR Income Fund I**"), Old Kent Road Premium Fund III, ("**OKR Premium Fund III**") and Old Kent Road Diversified Income Fund I ("**OKR Diversified Fund**") each of which are currently raising funds from investors in the Canadian exempt market. Each of the OKR Mutual Fund Trusts carries on the business of providing Loans to Borrowers in a similar manner to the Partnership, through affiliated limited partnerships, OKR Premium Fund I LP ("**OKR Premium I LP**"), which is associated with OKR Premium Fund I, Old Kent Road Income Fund I LP – A ("**OKR Income I LP**"), which is associated with OKR Income Fund I, OKR Premium Fund III LP ("**OKR Premium III LP**"), which is associated with OKR Premium Fund III and OKR Diversified Income Fund I Finance Limited Partnership ("**OKR Diversified LP**"), which is affiliated with OKR Diversified Fund. OKR also controls two additional limited partnerships, OKR Institutional Fund LP I ("**OKR Institutional LP I**") and OKR Institutional Fund LP II ("**OKR Institutional LP II**") that also carry on business in similar fashion to the Partnership and the above limited partnerships. During the term of the Fund, OKR may create new funds ("**Future OKR Funds**") that carry on business in a similar manner to the Partnership.

OKR Premium Fund I is an unincorporated, open-ended, limited purpose mutual fund trust formed under the laws of the Province of Alberta on January 4, 2016 by Dr. Neale and R. Stewart Thompson. OKR Premium Fund I owns all of the issued and outstanding Class A limited partnership units in OKR Premium I LP. OKR Premium Fund I was OKR's first retail investor fund and units in this OKR Fund have been sold only to Qualified Investors. As at May 31, 2019, OKR Premium Fund I had raised $19,861,769 (from various offerings of mutual trust fund units to investors. As at the date of this Offering Memorandum OKR Premium Fund I has ceased raising funds. The trustee, general partner and manager associated with this OKR Fund do not have any Independent Directors.

OKR Premium Fund III is also a newly formed successor fund to OKR Premium Fund I. Units in this OKR Fund will only be sold to Qualified Investors which will include current investors in OKR Premium I Fund. The trustee, general partner and manager associated with this OKR Fund do not have any Independent Directors.

OKR Income Fund I is an unincorporated, open-ended, limited purpose mutual fund trust formed under the laws of the Province of Alberta on May 3, 2017 by Dr. Neale and R. Stewart Thompson. OKR Income Fund I owns all of the issued and outstanding Class A-III and Class A-V limited partnership units in OKR Income I LP. OKR Income Fund I was OKR's second retail investor fund. As at March 31, 2019, OKR Income Fund I had raised $8,754,992 from various offerings of mutual trust fund units to investors. OKR Income Fund I expects that it will continue to raise funds for the foreseeable future. The general partners, trustee and manager associated with this OKR Fund have two (2) Independent Directors.

OKR Diversified Fund was established in 2016 by Pinnacle, under its former name, the Pinnacle Absolute Return Trust, and has been sold almost exclusively to retail investors of Pinnacle. OKR assumed management of this Fund on December 31, 2018. The general partners, trustee and manager associated with this OKR Fund has two (2) Independent Directors.

OKR Institutional LP I is a newly formed OKR Fund. Class A limited partnership units in this OKR Fund will be sold to family offices and other similar institutional investors. The general partner and manager associated with this OKR Fund has two (2) Independent Directors.

OKR Institutional LP II is a newly formed OKR Fund. Class A limited partnership units in this OKR Fund will be also sold to family offices and other similar institutional investors. The general partner and manager associated with this OKR Fund has one (1) Independent Director.

OKR intends to form a venture capital fund, Old Kent Road Venture Fund I, ("**OKR Venture Fund**"), prior to the end of September, 2019. OKR Venture Fund intends to invest in Venture Enterprises in Canada and elsewhere, through either equity investment or convertible debt investment. Units in this OKR Fund will sold to retail investors, family offices and other similar institutional investors. The trustee, general partner and manager associated with this OKR Fund will have two (2) Independent Directors.

R. Stewart Thompson and Dr. Neale, through their holding companies, are the sole shareholders of each of the general partners, the trustees and managers of each of the above described OKR Funds, as applicable. R. Stewart Thompson and Dr. Neale are also officers and directors of each of the aforementioned corporations, which together with the Trustee, the General Partner and the Manager are collectively referred to as the "**OKR Corporate Parties**".

US Investment Structure

R. Stewart Thompson and Dr. Neale have significant relationships with investors resident in the United States who wish to invest in the Partnership. In order to create a tax effective offering structure, having regard to existing cross border tax issues between the United States and Canada, R. Stewart Thompson and Dr. Neale, based on advice from the Partnership's tax advisors and United States legal counsel, have undertaken the formation of OKR ULC and OKR US LP. Investors resident in the United States will invest in limited partnership units of OKR US LP, which will in turn acquires shares in OKR ULC, which will in turn acquire Class A LP Units in the Partnership on the same terms and conditions as the Fund. The Fund, together with OKR ULC, will be the only parties holding Class A LP Units in the Partnership. See the heading "Description of the Activities of the Fund" in Item 2.2 below for an illustration of the relationship between the Fund, the Partnership and the various parties related to the Partnership and the Fund.

2.2 OUR BUSINESS

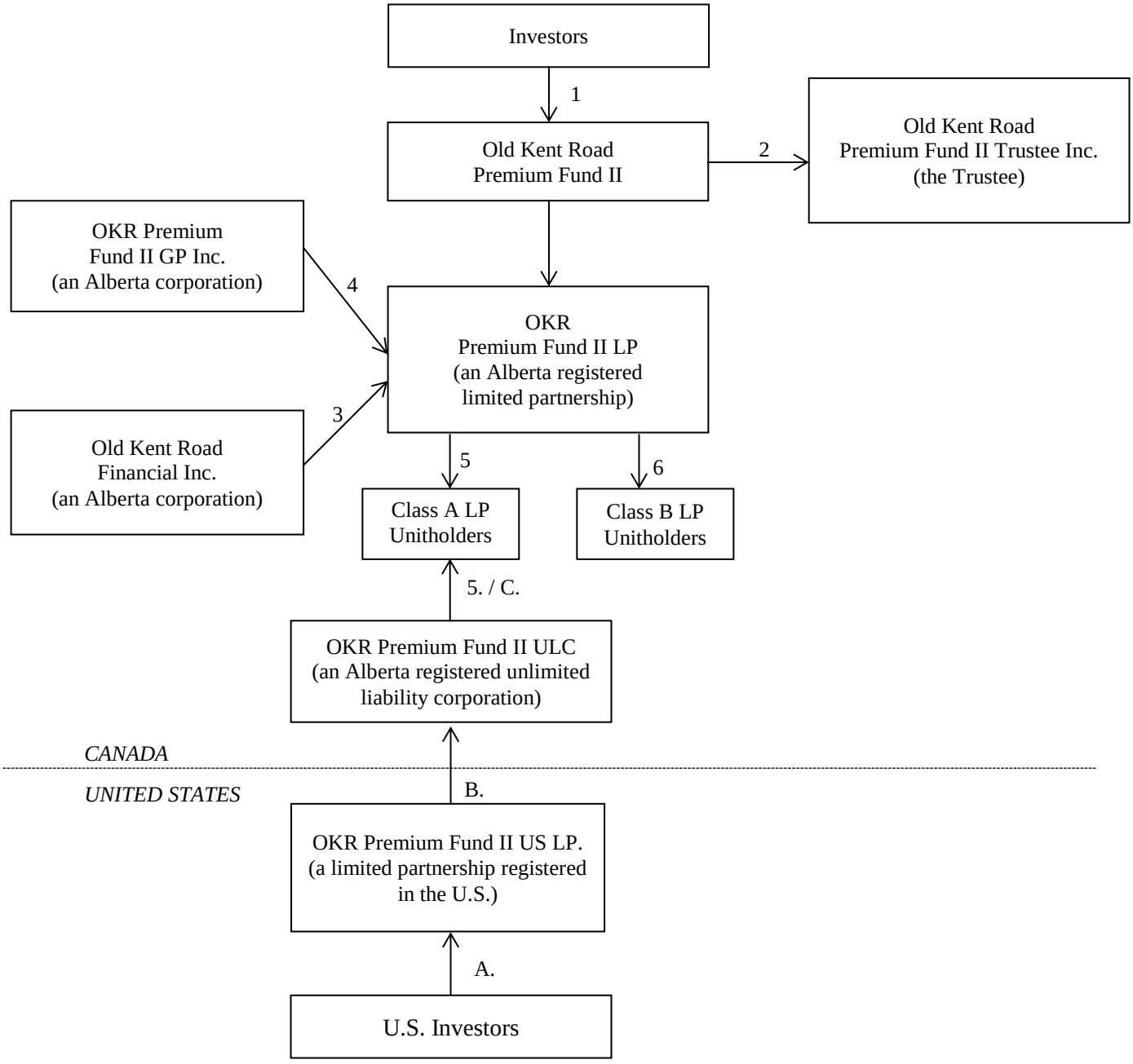
2.2.1 Business of the Fund

The Fund is in a start-up phase of development and has carried on limited business prior to this Offering and has limited financial and development history. Since inception, the Fund has been engaged in the preparation of this Offering, which has included, amongst other things, establishing the Partnership, retaining the Trustee and retaining legal counsel and its auditor.

All of the Gross Proceeds of the Offering will be used to acquire Class A LP Units in the Partnership for the subscription price of one dollar ($1) per Class A LP Unit. The number of Class A LP Units acquired by the Fund will be contingent on the amount of funds raised pursuant to this Offering and the number of Class A LP Units acquired by OKR ULC. The Maximum Offering amount will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC.

DESCRIPTION OF THE ACTIVITIES OF THE FUND

The following is an illustration of the relationship between the Fund, the Partnership and the various parties related to the Partnership and the Fund.



1) Investors under this Offering will be Unitholders of the Fund.

2) Dr. Neale and R. Stewart Thompson, through their holding companies, are the shareholders of the Trustee and are directors and officers of the Trustee.

3) Old Kent Road Financial Inc. is the Manager of the Partnership and is responsible for managing the business of the Partnership.

4) OKR Premium Fund II GP Inc. is the General Partner of the Partnership.

5) The Fund and OKR ULC will each hold Class A LP Units of the Partnership.

6) The Class B LP Unitholders of the Partnership will be the holding companies of Dr. Neale (50%) and R. Stewart Thompson (50%).

A. Investors resident in the United States will invest in limited partnership units of OKR US LP.

B. OKR US LP acquires shares in OKR ULC.

C. OKR ULC will acquire Class A LP Units in the Partnership.

2.2.2 Business of the Partnership

(a) The Partnership was formed to:

(i) provide Partnership Loans to Borrowers that will be advanced as bridge financing with respect to the future receipt by a Borrower of funding from the following types of approved financing programs (collectively "**Government Financing Programs**" or "**Programs**") offered by federal, provincial, regional, state or municipal government in Canada, the United States and European countries: (i) tax credit and tax incentive programs; (ii) grant programs; (iii) loan programs; (iv) financing programs; (v) repayable contributions programs; (vi) or other such Government programs that in the sole Discretion of the General Partner are similar to the above programs and align with the business objectives of the Partnership; and

(ii) conduct any other business or activity incidental, ancillary or related thereto.

(b) The Partnership shall have the power to do any and every act and thing necessary, proper, convenient or incidental to the accomplishment of its business and purposes;

(c) The purposes of the Partnership are to be construed as both purposes and powers of the Partnership.

Borrowers are expected to seek financing from the Partnership where traditional methods such as bank debt are not available and securing equity financing is unattractive or unavailable to them. Bank financing with respect to Government Financing Programs receivables are typically not available because of the complicated nature of the Program receivables, which are typically outside of the expertise of banking risk analysts. Similarly, equity financing is often a long, arduous and dilutive process for Borrowers to consider undertaking.

Partnership Loans will be directly secured by the Government grant, loan, tax credit, financing or repayable contribution to which it relates. It is expected that funding received by a Borrower from a Government Financing Program will be used to repay a Partnership Loan, though a Borrower may use funds from other sources to repay a Loan.

Partnership Loans to Canadian Ventures

The Partnership expects to advance the majority of the Loans to Borrowers that are Canadian Ventures ("**Canadian Borrowers**") who have qualified for Scientific Research and Experimental Development Tax Credits ("**SR&ED**"), which represent the most common form of Government Financing Program. The Partnership may also advance Loans to Canadian Borrowers who have qualified for other forms of Government Financing Programs such as: (i) Digital Media Tax Credits ("**DMTC**"), (ii) Canada Media Fund ("**CMF**"), (iii) Western Innovation Initiative ("**WINN**"), (iv) Sustainable Development Technology Canada ("**SDTC**"), (v) Strategic Innovation Fund ("**SIF**"), (vi) Southern Interior Development Initiative Trust ("**SIDIT"**), (vii) Industrial Research Assistance Program ("**IRAP**"), (viii) Build in Canada Innovation ("**BCI**"), (ix) Federal Goods and Services Tax ("**GST**"), Harmonized Sales Tax ("**HST**") and Provincial Sales Tax ("**PST**"), (x) Canadian Film or Video Production Tax Credits ("**CPTC**"), (xi) Western Economic Diversification Canada ("**WD**"), (xii) Indigenous Services Canada ("**ISC**"), (xii) Alberta Investment Tax Credit ("**AITC**"), and (xiv) Canadian International Innovation Program ("**CIIP**") (collectively, the "**Canadian Government Financing Programs**" or "**Canadian Programs**").

Subscribers should note that the Canadian Government Financing Programs listed above are examples of common Canadian Programs and are not the only Canadian Programs with respect to which the Partnership may fund Loans. During the term of an investor's investment in Units of the Fund, new Canadian Government Financing Programs ("**New Canadian Programs**") may be established with respect to which the Partnership may provide Partnership Loans or the Partnership may learn of existing Canadian Government Financing Programs of which the Partnership was not aware as of the date of this Offering Memorandum but which the Partnership determines are consistent with the mandate of the Fund and with respect to which the Partnership may advance Loans.

When determining the suitability of a new Canadian Government Financing Program for a Loan, the Partnership will ensure that the Canadian Program has a similar or better level of security and similar or a lower level of credit risk than Canadian Programs with respect to which the Partnership has previously funded Loans.

Examples of Canadian Government Financing Programs

Subscribers should note that the percentages and ranges referenced below are based on the current terms of the following Canadian Government Financing Programs. These percentages and ranges may change during the term of a Subscriber's investment in the Fund as a result of changes made by the government body responsible for funding these Canadian Programs.

Scientific Research and Experimental Development Program ("SR&ED Program")

The SR&ED Program is a federal tax incentive program designed to encourage Canadian businesses of all sizes and in all sectors to conduct research and development ("**R&D**") in Canada. The SR&ED Program is administered by the CRA. Companies qualify by demonstrating they are conducting R&D where the outcome is novel, unique and uncertain.

Generally, a Canadian controlled private corporation ("**CCPC**") can earn a refundable Investment Tax Credit ("**ITC**") at the enhanced rate of 35% on qualified SR&ED expenditures, up to a maximum threshold of $3 million in Eligible Expenses[(1)]. (An "**Eligible Expense**" is typically the salary of a scientific worker and a proxy currently set at 55% of his or her salary attributed to the SR&ED Program).

(1) Source: http://www.cra-arc.gc.ca/txcrdt/sred-rsde/clmng/clmngsrd-eng.html#N101C2

Additionally, Provincial Governments offer SR&ED Credits on Eligible Expenses, normally ranging from 10% to 20%[(2)] with the net result that a typical CCPC involved in high technology development can have 60% of their salaries dedicated to R&D refunded (i.e., $0.60 of each $1 of Eligible Expenses). Companies accrue Eligible Expenses throughout their financial year and thereafter typically take up to 6 months to file their tax return (which includes their claim for SR&ED Credits) and then a further 3-6 months to receive their refund, implying up to a 12-months delay to receive a SR&ED Credit refund, thereby necessitating the need by CCPC's to borrow against future receipt of a SR&ED Credit refund.

The SR&ED Program provides more than $3 billion in tax incentives to over 20,000 claimants annually, making it the single largest federal program that supports business research and development in Canada.

(2) Source: http://www.cra-arc.gc.ca/txcrdt/sred-rsde/vltnsrdprgrm-eng.html

Digital Media Tax Credits ("DMTC Program")

Seven provinces offer an interactive DMTC Program or similar such program. The DMTC Program operates in a similar manner to the SR&ED Program and can be combined with the SR&ED Program to maximize the applicant's access to government funding. A DMTC credit is calculated on eligible salary and wages incurred in the tax year and ranges from 10% to 40% depending on the province. Applicants must conduct development relevant to the interests of the province in which the DMTC credit is being applied for. For example, in British Columbia, the DMTC focuses on the following sectors[(3)]:

- Video games
- Educational software
- Entertainment products
- Simulators

The British Columbia DMTC Program, which was scheduled to end August 31, 2018 has been extended for another five (5) years to August 31, 2023.

The qualification process is similar to SR&ED except that companies need to demonstrate their applicability to the inductor sector of interest (i.e., one of the four areas of interest by British Columbia as above). The time period to receive the funding for DMTC credit's is identical to SR&ED leading to a similar need for applicants to leverage the receipt of future credits.

(3) Source: http://www2.gov.bc.ca/gov/content/taxes/income-taxes/corporate/credits/interactive-digital-media

Canada Media Fund ("CMF Program")

The CMF announced a program budget of $352 million in 2018-2019[(4)] to support the Canadian television and digital media industries through two streams of funding: (a) the "**Convergent Stream**", which supports the creation of convergent television and digital media content for consumption by Canadians anytime, anywhere; and (b) the "**Experimental Stream**", which encourages the development of innovative, interactive digital media content and software applications. The CMF Program operates a multitude of funding programs over both Streams, some on a first come first served basis and others on an annual or bi-annual basis. Companies access the CMF Program through an open tender process by demonstrating their applicability on a competitive basis.

The majority of the CMF Program funding takes the form of repayable contributions (under certain conditions) of up to 75% of the eligible costs. Under the CMF Program there is a timing delay between when a Borrower incurs and accrues the expenses, files the reimbursement claim and receives the funding from the Government, creating a bridge finance opportunity for the Partnership.

(4) Source: https://www.cmf-fmc.ca/en-ca/news-events/news/march-2018/cmf-announces-2018-2019-program-budget,-guidelines

Western Innovation (WINN) Initiative

WINN is a $100 million federal initiative that offers repayable contributions for small and medium-sized enterprises ("**SMEs**") with operations in Western Canada to move their new and innovative technologies from the later stages of research and development to the marketplace. WINN provides repayable contributions of up to 50% of total eligible costs for each project, to a maximum of $3.5 million per project and $7.5 million per company[(5)]. WINN operated from 2013-2019 and applications for the WINN initiative closed in November 2017. While not sector specific, WINN is targeted at advanced technology companies such as Clean Technology, Clean Resources, Digital Technology, Advanced Manufacturing, Value-Added Agriculture, Health and Bio Sciences[(6)].

Borrowers apply for funding under the WINN initiative through an open tender process by demonstrating their qualifications with other applicants on a competitive basis. The WINN initiative will typically provide the funding through periodic reimbursements, based on the submission of claims for reimbursement and will release the approved portion of eligible project costs that have been incurred within 1-6 months of a claim being made.

(5) Source: https://www.mentorworks.ca/what-we-offer/government-funding/research-development/winn/

(6) Source: https://www.wd-deo.gc.ca/eng/19644.asp

Sustainable Development Technology Canada ("SDTC Program")

The SDTC Program is designed to support the development and pre-commercial demonstration of clean technology solutions with the aim to increase each solution's chances of successfully making it to the marketplace. Since 2001, the Government of Canada has committed $1.364 billion to SDTC[(7)].

The SDTC Program has two open invitations for funding per year and typically supports 33% to 40% of eligible expenses on a milestone basis using a contribution agreement. Borrowers apply for funding under the SDTC Program through an open tender process by demonstrating their qualifications with other applicants on a competitive basis. Typically, 3-5 milestones or activity periods (sequential, non-overlapping time periods) are established for which funding will be provided under the SDTC Program. Funding for each milestone payment typically ranges between 1 and 6 months from the end of each milestone period.

(7) Source: https://www.sdtc.ca/en/about-sdtc/about-us

Strategic Innovation Fund ("SIF Program")

Launched in July 2017, the SIF Program has a budget of $1.26 billion over five years and is part of the Innovation and Skills Plan. In late February 2018, changes to the SIF Program were announced as part of the Federal Budget and the SIF Program will now focus its support on projects over $10 million[(8)].

The SIF Program supports new high-quality business investment with a common set of terms and conditions that apply to all sectors and aims to consolidate and simplify existing business innovation programs, namely; Strategic Aerospace and Defence Initiative, Technology Demonstration Program, Automotive Innovation Fund and Automotive Supplier Innovation Program[(9)].

The SIF Program will be expanded to support high-growth sectors such as clean technology, information and communications technology and agri-food. To support SIF Program expansion, the Fall 2018 Economic Statement proposed an additional $800 million over the next five (5) years[(10)].

The SIF Program is open to all industries and will support four streams of innovation activities: stream 1 is R&D and commercialization, stream 2 is growth and scale up, stream 3 is attraction of new investment and stream 4 is public-private collaborations developing and demonstrating new technologies. The first three streams require applicants to be for-profit, private corporations. The fourth could be an academic institution, network, research institute or a private company.

The SIF Program offers financial contributions both repayable and non-repayable and can vary between 10-50% of project costs[(11)]. As announced in the 2018 federal budget, the SIF will now focus its support on projects requesting at least $10 million in contributions. Applicants for funding are asked to submit a high-level overview or Statement of Interest of their project. If approved, applicants will be invited to complete a full, more detailed project application which will be reviewed for due diligence and a benefits/contribution assessment. The SIF Program covers non-recurring costs specifically related to the project, including: direct labor, overhead, subcontracts and consultants, direct materials and equipment and land and building costs. The amount and type of financial support will be allocated on a case-by-case basis and the Minister for Innovation, Science and Economic Development, Canada will exercise discretion on which projects to fund. The delay between project approval, executing the contribution agreement and receipt of funding is dependent on the project and Canadian Borrowers potentially have a need to finance future receipt of funds.

(8)&(9) Source: https://www.canada.ca/en/innovation-science-economic-development/programs/strategic-innovation-fund.html

(10) Source: http://www.ic.gc.ca/eic/site/125.nsf/eng/home

(11) Source: https://www.canada.ca/en/innovation-science-economic-development/programs/strategic-innovation-fund/faqs.html#g5

Industrial Research Assistance Program ("IRAP Program")

The National Research Council of Canada's ("**NRC**") IRAP Program works with over 11,000 SMEs each year. Program grants come in the form of a salary contribution normally in the range of 50% to 80% of the successful company's eligible expenses and is intended to support Canadian companies conducting novel, innovative and risky development.

In order to be considered for possible IRAP funding, the basic eligibility criteria are[(12)]:

1. a small and medium-sized enterprise in Canada, incorporated and profit-oriented;
2. have 500 or fewer full-time equivalent employees; and
3. have the objective to grow and generate profits through development and commercialization of innovative, technology-driven new or improved products, services, or processes in Canada.

Canadian Borrowers apply to the IRAP Program through filing an application through an Industrial Technology Advisor. Upon an application being approved, Canadian Borrowers will file claims as approved expenses are incurred and then wait for the reimbursement of the expenses on an established percentage basis. The delay between a claim and receipt of funding under the IRAP Program can be anywhere between 1 and 6 months.

(12) Source: http://www.nrc-cnrc.gc.ca/eng/irap/services/financial_assistance.html

Southern Interior Development Initiative Trust ("SIDIT Program")

In 2006, the Government of British Columbia enacted legislation to launch the Southern Interior Development Initiative Trust, a $50 million one-time allocation paid in the regional account. The mission is to support long term strategic investments in economic development projects that will have lasting and measurable benefits within a specific geographical location.

The SIDIT Program targets funding toward investment in self-sustaining projects that support ten themes. The SIDIT Program provides two broad types of funding:

- Loans/equity financing for business ventures; and
- Grant Funding for programs and projects.

The following areas are mandated as the primary targets for funding support:

- Agriculture
- Economic Development
- Energy
- Forestry
- Mining
- Olympic Opportunities
- Pine Beetle Recovery
- Small business
- Tourism
- Transportation

SIDIT has developed strategic goals to target its funding programs. Goals that will lead to increased commercial activity; preserve jobs, attract new capital, contribute to the diversification of the economy, and have a positive Regional impact[(13)].

(13) Source: https://sidit-bc.ca/application/files/8615/2209/6947/SIDIT_Strategic_Plan_approved_March_22_2018.pdf

Build in Canada Innovation Program ("BCI Program")

Created to bolster innovation in Canada's business sector, the BCI Program helps companies bridge the pre-commercialization gap by procuring and testing late stage innovative goods and services within the federal government[(14)]. The BCI Program uses an annual open tender program with two streams (components), one supporting enabling technologies, the environment, safety and security (the "**Standard Component**") and a further stream supporting the military such as command and support, cyber-security, protecting the soldier, artic and maritime security, in-service support and training systems (the "**Military Component**"). The maximum funding available for an innovation is $500,000 for the Standard Component and $1,000,000 for the Military Component per proposal[(15)].

Borrowers access the BCI Program through an open tender process by demonstrating their qualifications on a competitive basis with other BCI Program applicants. A milestone payment scheme for funding is defined in the contract (each a "**BCIP Contract**") between the Borrower and the federal government. Payment methods are either made in a single advance, upon completion of all work and deliveries required under the BCIP Contract, multiple advances upon completion of each delivery required under the BCIP Contract or by progress advances which are tied to measurable progress under the terms of the BCIP Contract. It is typical to have a delay of between three and six months from the submission of an invoice to receipt of payment under the BCI Program.

(14) Source: https://buyandsell.gc.ca/initiatives-and-programs/build-in-canada-innovation-program-bcip/overview-of-bcip

(15) Source: https://buyandsell.gc.ca/initiatives-and-programs/build-in-canada-innovation-program-bcip/frequently-asked-questions-for-bcip

Federal Goods and Services Tax ("GST"), Harmonized Sales Tax ("HST") and Provincial Sales Tax ("PST")

The Partnership will also provide Loans to Borrowers with respect to rebates under federal Goods and Sales Tax, Harmonized Sales Tax and Provincial Sales Tax programs ("**GST/HST/PST Programs**").

Businesses throughout Canada frequently find themselves with a federal or provincial government sales tax refund due, either on a quarterly or annual basis. Examples include where a company pursues an asset purchase program for business or development purposes or indeed contract delivery.

In such a case, the company calculates their net tax for each GST/HST reporting period and reports this on their GST/HST return. To do so, they calculate:

- the sales tax collected or that became collectible by the company on taxable supplies made during the reporting period; and
- the sales tax paid and payable on the business purchases and expenses for which they are able to claim an ITC.

The net result may be a refund due to the claiming company. For organizations with an annual filing date, purchasing equipment early in their financial year results in a significant sales tax refund due, which remains un-claimable for the balance of the year. Similarly, even quarterly filing companies can have a sales tax refund outstanding for several months.

Canadian Film or Video Production Tax Credits

The Canadian film and television production industry is supported by federal, provincial and territorial governments where domestic and international producers can claim refundable tax credits to help offset the cost of production in Canadian locations.

The Canadian Film or Video Production Tax Credit ("**CPTC**") is jointly administered by the Canadian Audio-Visual Certification Office ("**CAVCO**") and the Canada Revenue Agency. Companies qualify by demonstrating the production of a "Canadian film or video production" certified by CAVCO. CPTC provides eligible production with a fully refundable tax credit, available at a rate of 25% of the qualified labour expenditure[16].

For international film or video production companies, the CPTC carries a tax credit at a rate of 16% of the qualified Canadian labour expenses compared to the aforementioned 25%. The purpose of which is to enhance Canada as a location of choice for film or video productions employing Canadians[17].

Additionally, all provinces and territories (except for Prince Edward Island) provide tax credits, for example the British Columbia Film and Television Tax Credit[18] offer tax incentives with a basic refundable credit of 35% of qualified provincial labour expenditures with additional regional, distance location, training, digital animation, visual effects and postproduction (DAVE) tax credits. Depending on the province/territory, producers can access combined federal and provincial tax credits ranging from 30% to 70% of eligible labour.

(16) Source: http://www.cra-arc.gc.ca/tx/nnrsdnts/flm/ftc-cip/menu-eng.html

(17) Source: http://www.cra-arc.gc.ca/tx/nnrsdnts/flm/pstc-cisp/menu-eng.html

(18) Source: http://www.cra-arc.gc.ca/tx/bsnss/tpcs/crprtns/prv/bc/flm-eng.html

Companies can accrue labour expenditure throughout their financial year with claims up to 36 months after their year-end with then a further two to four months for the refund to be issued, therefore necessitating the need to borrow against future receipt of a credit refund.

The Partnership will not lend more than 25% of its AUM with respect to CPTC or PSTC based Loans.

Western Economic Diversification Canada ("WD")

The WD is a Canadian federal department with a 2018/19 planned spending of $208 million over 5 years[19]. WD's core responsibility is to work towards achieving three departmental results: businesses that are innovative and growing in Western Canada; Communities that are economically diversified in Western Canada and businesses that invest in the development and commercialization of innovative technologies in Western Canada. WD's business development and innovation initiatives include the Western Innovation (**WINN**) Initiative, Western Canada Business Service Network (**WCBSN**) and the Western Diversification Program (**WDP**). The WINN initiative and WDP offer funding in the form of repayable contributions for small business enterprises and not-for-profit organizations respectively, with a call for proposals on an annual basis. WD will reimburse costs after applicants have paid for them with claims for reimbursements submitted every quarter. As with other Government Financing Programs, there is frequently a delay between accruing and/or filing a reimbursement claim and receipt of payment from WD resulting in the need for Canadian Borrowers to finance future receipt of WD funding.

(19) Source: https://www.canada.ca/en/western-economic-diversification/news/2018/09/government-of-canada-announces-new-funding-and-engagement-plan-for-western-canada-growth-strategy.html

Indigenous Services Canada ("ISC")

In August 2017, the Prime Minister announced the dissolution of Indigenous and Northern Affairs Canada (INAC) and a plan to create two new departments; Indigenous Services Canada ("**ISC**") and Crown-Indigenous Relations and Northern Affairs Canada ("**CIRNAC**")[20].

(20) Source: https://www.canada.ca/en/indigenous-northern-affairs.html

Budget 2018 renews the Government of Canada's commitment to building a new relationship with Indigenous peoples and builds on significant investments of $11.8 billion in the previous two budgets, with further steps towards reconciliation by investing in priority areas identified by First Nations, Inuit and Métis Nation partners, specifically for families, health care and job opportunities[21].

(21) Source: https://www.aadnc-aandc.gc.ca/eng/1520368281802/1520368298215

Budget 2018 proposes to invest an additional $5 billion[22] over five years to ensure that Indigenous children and families have an equal chance to succeed in life, to build the capacity of Indigenous governments, and to accelerate self-determination and self-government agreements with Indigenous Peoples based on the recognition and implementation of rights.

(22) Source: https://www.budget.gc.ca/2018/docs/plan/chap-03-en.html

As a new department ISC has five key priority areas[23]:

- Improving health outcomes
- Quality education
- Children and families together
- Reliable infrastructure
- New fiscal relationship

(23) https://www.sac-isc.gc.ca/eng/1523808248312/1523808295687

The 2018-2019 national funding agreement models have been updated to reflect the creation of ISC and in preparation for the dissolution of INAC and the eventual creation of CIRNAC. In December 2017, it was announced that the Government of Canada is proposing to work with First Nations financial institutions and the Assembly of First Nations on the creation of 10-year grants. Participating communities would commit to report to their own members on their priorities and targets and on a common set of outcomes outlined in an accountability framework [24].

(24) Source: https://www.aadnc-aandc.gc.ca/eng/1513085804120/1513085821537#se https://www.aadnc-aandc.gc.ca/eng/1513085804120/1513085821537#sec1

Alberta Investment Tax Credit

As part of the Alberta Jobs Plan, the Alberta government has invested $90 million towards an Alberta Invest Tax Credit ("**AITC**") to encourage investment in non-traditional sectors with strong job creation potential. Eligible businesses Corporations ("**EBC**") interested in registering with the AITC program are required to do so via the online portal and must meet their eligibility criteria. To qualify the EBC must have less than 100 employees meet the required % of employees reporting for work in Alberta, have more than 80% of assets located in Alberta and have $25,000 capital[25].

(25) Source: https://www.alberta.ca/alberta-investor-tax-credit.aspx

Non-traditional sectors are classed as research, development or commercialization of new technology, interactive digital media and games, video post-production, visual effects and animation or tourism activities.

After successful registrations EBCs can apply for approval to raise additional equity capital and then apply to receive approval for the Tax Credit Certificates allocated from the budget for the fiscal year. The remaining budget for 2018-2019 is $9.23 million[(26)].

(26) Source: https://www.alberta.ca/alberta-investor-tax-credit.aspx#toc-1

Subscribers should note that as of the date of this Offering Memorandum, the AITC has been suspended by the Alberta Provincial Government. The Fund is uncertain if or when this Program will be re-instituted.

Canadian International Innovation Program

The Canadian International Innovation Program ("**CIIP**") is a funded program offered by Global Affairs Canada. It promotes collaborative industrial research and development projects with a high potential for commercialization between Canada and partner countries. The CIIP is a "seed fund" meaning that various other public and private partnerships and encouraged to contribute their expertise and funds. Partner countries are: Brazil, China, India, Israel and South Korea[(27)].

(27) Source: https://www.tradecommissioner.gc.ca/funding-financement/ciip-pcii/index.aspx

CIIP is targeted to small or medium size company ("**SME**") with less than 500 employees, who is incorporated in Canada and engaged in developing technology for a new product process or service for civilian use (non-military). The Industrial research and development projects eligible are: technology adaptation, technology validation and technology co-development.

Through CIIP, Canadian companies can access up to 50% of eligible project costs to a maximum of $600,000 in funding for research projects [(28)]. Access to the funding is by open Requests for Proposals (RFPs) or to apply for a research grant, register online via IRAPs online CIIP portal. The Canadian government grants are received after project milestones are achieved.

(28) Source: https://www.mentorworks.ca/blog/government-funding/canadian-international-innovation-program-overview/

Canadian Borrowers

Management has established relationships with many Canadian accounting firms, the majority of Canada's leading Government Financing Program consulting companies and many of the leading Canadian technology accelerators, incubators, government technology funding lobbyists, angel funds, private equity funds, subordinated debt funds and venture capital funds. Management intends to leverage these contacts and relationships to secure Canadian Borrowers for the Partnership.

Related Party Borrowers and Related Party Loans

Borrowers ("**Related Party Borrowers**") may include Canadian Ventures in which by one or more of the Principal Parties (a "**Related Party**") is an officer, director, consultant and/or holds an equity or ownership interest in a Canadian Borrower or Canadian Borrowers in which by a Majority Equity Interest is held by a Venture Fund controlled or managed by Dr. Neale and/or R. Stewart Thompson. Loans to Related Party Borrowers (each a "**Related Party Loan**") must meet all of the qualifications for Partnership Loans set forth in the heading "Qualification for Partnership Loans" below.

Partnership Loans to OKR Diversified Commercial Borrowers

OKR Diversified LP lends funds to Canadian Borrowers the same basis as the Fund through its wholly owned subsidiary, OKR Diversified Income Fund I Finance Limited Partnership ("**OKR Finance LP**"). In addition, OKR Diversified LP also lends funds to borrowers that require access to short-term capital for working capital, acquisition financing, to refinance existing debt, to bridge to a liquidity event, to complete a project or for a growth opportunity (each an "**OKR Diversified Commercial Borrower**"). The Fund may make Partnership Loans, on its own or with some or all of the 2019 Joint Lenders (as that term is defined in the heading "Joint Lending Agreement" below), to OKR Diversified Commercial Borrowers. Each OKR Diversified Commercial Borrower to whom a Partnership Loan is made must meet the criteria under the heading "Qualification for 2019 Loans" below. The security over the assets of OKR Diversified Commercial Borrower in favour of OKR Diversified LP will have priority over the security in favour of the Partnership with respect its Partnership Loan, other than with respect to Financing Receivable to which the Partnership Loan relates; the Partnership's security will have priority over OKR Diversified LP security with respect to that asset.

Partnership Loans to OKR Venture Fund Investment Enterprises

OKR Venture Fund intends to make investments in Canadian Ventures (each an "**OKR Venture Fund Investment Enterprises**") and will be made by way of convertible debt investment through convertible loan instruments or by equity investment. The Fund may make Partnership Loans, on its own or with some or all of the 2019 Joint Lenders, to OKR Venture Fund Investment Enterprises. Each OKR Venture Fund Investment Enterprise to whom a Partnership Loan is made must meet the criteria under the heading "Qualification for 2019 Loans" below. The security over the assets of an OKR Venture Fund Investment Enterprise in favour of OKR Venture Fund will have priority over the security in favour of the Partnership with respect its Partnership Loan, other than with respect to Financing Receivable to which the Partnership Loan relates; the Partnership's security will have priority over OKR Venture Fund security with respect to that asset.

Joint Lending Agreement

The Partnership, together with OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Finance LP, OKR Institutional LP I and OKR Institutional LP II (collectively the "**2019 Joint Lenders**") are parties to a Joint Lending and Administration Agreement dated May 16, 2019 (the "**2019 Joint Lending Agreement**") pursuant to which each of the above parties jointly funds Loans to Canadian Borrowers. Loans funded under the 2019 Joint Lending Agreement (each a "**2019 Loan**") are administered by Old Kent Road Financial Loan Adminco Ltd. ("**Adminco**"), a private Alberta corporation controlled by Dr. Neale and R. Stewart Thompson. Adminco is also a party to the 2019 Joint Lending Agreement.

OKR Income I LP, together with OKR Premium I LP and OKR Finance LP are also parties to a second Joint Lending and Administration Agreement dated July 1, 2017 (the "**2017 Joint Lending Agreement**") pursuant to which each of the above parties previously agreed to jointly fund Loans ("**2017 Loans**") to Borrowers. The terms of the 2017 Joint Lending Agreement apply only to 2017 Loans funded by the Partnership, OKR Premium I LP and OKR Finance LP. As 2017 Loans are repaid by the 2017 Borrowers, the principal amount of those Loans will be advanced to new Borrowers under the 2019 Joint Lending Agreement as 2019 Loans.

The administration of Loans under 2017 the Joint Lending Agreement and the 2019 Joint Lending Agreement is essentially the same, with the only material difference being the inclusion of the Partnership, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II as joint lenders under the 2019 Joint Lending Agreement. Accordingly, disclosure with respect to the funding and administration of 2019 Loans also applies to 2017 Loans, other than with respect to references to the Partnership, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II as joint lenders.

Subscribers should note: (i) that the Partnership, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II are newly formed; (ii) as of the date of this Offering Memorandum, the 2017 Loans have been only funded by OKR Income I LP, OKR Premium I LP and OKR Finance LP; and (iii) all future Loans after the date of this Offering Memorandum will be funded as 2019 Loans.

2019 Loans

Each of the 2019 Joint Lenders will contribute funds to a 2019 Loan based on the percentage that a Joint Lender's available funds represent in relation to the aggregate of the available funds of all of the 2019 Joint Lenders at the time of funding of a 2019 Loan.

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Example of the Funding of a 2019 Loan

The following is an example of how a 2019 Loan would be funded by the 2019 Joint Lenders based on the assumptions described below.

Assumed available funds from OKR Finance LP:	$	100,000	10%
Assumed available funds from OKR Institutional LP I:	$	100,000	10%
Assumed available funds from OKR Institutional LP II:	$	100,000	10%
Assumed available funds from OKR Premium I LP:	$	100,000	10%
Assumed available funds from the Partnership:	$	100,000	10%
Assumed available funds from OKR Premium III LP:	$	50,000	5%
Assumed available funds from the OKR Income I LP:	$	450,000	45%
Total assumed available cash from OKR Finance LP, OKR Institutional LP I, OKR Institutional LP II, OKR Premium I LP, OKR Income I LP, OKR Premium III LP and the Partnership:	$	1,000,000	
Principal Amount of 2019 Loan	$	500,000	
OKR Finance LP contribution:	$	50,000	10%
OKR Institutional LP I contribution:	$	50,000	10%
OKR Institutional LP II contribution:	$	50,000	10%
OKR Premium I LP contribution:	$	50,000	10%
Partnership contribution:	$	50,000	10%
OKR Premium III LP contribution:	$	25,000	5%
OKR Income I LP contribution:	$	225,000	45%
Total 2019 Loan Principal to be Funded	$	500,000	100%

Costs and Expenses Associated with 2019 Loans

All due diligence, legal fees and other costs associated with a 2019 Loan will be shared between the Joint Lenders on a pro rata basis relative to the funding of each such 2019 Loan.

Payments of Principal and Interest with Respect to 2019 Loans

All payments of principal and interest required to be made by a Canadian Borrower under a 2019 Loan shall be paid by the Canadian Borrower to Adminco and be held in trust for the benefit of the Joint Lenders. Adminco shall be authorized to re-advance all such principal payments so received as principal for new 2019 Loans to new or previous Borrowers in accordance with the terms and conditions of the 2019 Joint Lending Agreement. Adminco shall not re-advance interest payments ("**Interest Receipts**") paid by Canadian Borrowers to Adminco.

Qualification for 2019 Loans

2019 Loans may be advanced to Canadian Borrowers that meet the following criteria:

1. In the commercially reasonable opinion of Adminco, the Borrower has the appropriate level of funding or revenue to allow it to continue its operations in the ordinary course during the term of the 2019 Loan.
2. The Loan will: (i) bridge the gap between the Borrower applying for and receiving funding (each a "**Financing Receivable**") from a Canadian Government Financing Program; and (ii) support the development of the business of the Borrower.
3. A Canadian Borrower must have: (i) a record of previous successful funding from a Government Financing Program; (ii) acceptable industry standard record keeping systems to ensure all supporting documentation with respect to an application made to a Canadian Program is organized and current; and (iii) sufficient cash resources (including the funds from the 2019 Loan) to fund the cash flow requirements of a Borrower's business until receipt of a Financing Receivable and repayment of the 2019 Loan.
4. With respect to Canadian Borrowers seeking SR&ED Credits or DMTC financing, such Canadian Borrowers: (i) must have used an external tax credit consulting firm approved by Adminco (such approved firms will include the major Canadian accounting firms and a limited number of boutique tax credit consulting firms) to file its Program Application; (ii) have a past history of having successfully received funding from a Canadian Government Financing Program or has obtained independent scientific validation

of its tax credits and evidence of the value of the tax credits filed or accrued through a review of a Canadian Borrower's proposed qualifying SR&ED or DMTC application by a scientific reviewer approved by Adminco and an internal review and validation of actual expenses incurred by the Borrower in the operation of its business or have, in the opinion of management, sufficient in house expertise and history to enable the Canadian Borrower to file the relevant documentation themselves, in consultation with an approved accounting company.

5. In the case of 2019 Loans relating to Financing Receivables with respect to WINN, SDTC, SIF, IRAP and BICI Programs, Adminco will seek verification of a definitive contribution agreement or definitive contract between a Borrower and the Federal or a Provincial Government as applicable, or have in the opinion of management, a level of Government funding confidence consistent with a SR&ED filing.

The above points represent stage one of a two stage approval process. Points 1 through 5 above are a preliminary threshold that Canadian Borrowers must satisfy in order to proceed to the second stage of approval where the internal credit rating for a Canadian Borrower would then be undertaken by Adminco.

Internal Credit Rating ("ICR")

Adminco uses a 100-point ICR system and the decision to consider a Borrower for a 2019 Loan and the interest rate for each 2019 Loan will depend on the Canadian Borrower's score under the ICR. If a Canadian Borrower has a score of 60 or less under the ICR, they will not qualify for a 2019 Loan.

Each of the following categories are scored between 0-10 and 0-20 points under the ICR:

ICR CRITERIA	**VALUE**
a. Previous successful funding application(s) for one or more of: i. The same Canadian Government Financing Program for which the 2019 Loan is being sought ii. Other Canadian Government Financing Programs. Adminco will assess whether there are other Canadian Government Financing Programs suitable for consideration in the absence of funding under (i) above.	**20**
b. Previous successful loan agreements with any of the OKR Funds or their predecessors, or parties with which Management has established a trusted business relationship and for which previous loan agreements can be reviewed and verified.	**20**
c. All documents requested in support of the 2019 Loan application are provided and all forms are complete.	**20**
d. A qualified* consultant or company has prepared and/or signed off, reviewed, and where applicable, submitted the government financing program application. (*Qualified as determined solely by Adminco)	**10**
e. Evidence of available cash flow to sustain the Canadian Borrower's business throughout the term of the 2019 Loan term.	**10**
f. Security i. Secure priority rank to all funds received by the Canadian Borrower from the Canadian Government Financing Program loaned against for all, and not specific, years. ii. Secure a general security agreement against Canadian Borrower's property, inclusive of intellectual property. Such property to provide sufficient loan coverage, independent of the priority of rank granted in point(f) (i) above.	**20**

SCORING				
BAD	**POOR**	**AVERAGE**	**GOOD**	**EXCELLENT**
0	**1**	**2**	**3**	**4**

As an example, a Canadian Borrower with an excellent history of Canadian Government Financing Program funding would score an "Excellent" which equates to a "4" in category (a) above. The ICR takes the individual score (4) and divides it by the maximum possible (4) and multiples by the number of points possible, in this case 20. As such, the score in this example would be 4/4 * 20 or 20 in total.

The combination of all the scores from each of the categories (a)-(f) above creates a Canadian Borrower's overall credit rating. An "**Average**" score would tend to place a Borrower in the highest interest category of 2.5% - 2.9% monthly interest, a "**Good**" score (2.1% - 2.5%), and "**Excellent**" score of (1.9% - 2.1%). Within the above interest ranges, issues such as cash flow, security, and history of successful or non-successful Canadian Government Financing Program applications would determine whether the rate charged to a Canadian Borrower is at the top, mid-range or bottom of the interest ranges within each of the above ICR categories. Depending on factors, including but not limited to, the size of loan, company management capabilities, other security and competitive forces, Adminco may increase or decrease interest rates from the aforementioned guidelines.

Financial Terms of 2019 Loans

The minimum principal amount of any one 2019 Loan will be $30,000.

The maximum principal amount of advanced by the Partnership with respect to any one 2019 Loan will be the greater of ten percent (10%) of AUM or $1,000,000.

The interest rate of a 2019 Loan within the ranges below will be dependent upon on the credit worthiness of the Borrower (based on its scoring under ICR and /or its previous history of Loans with the OKR Funds.

Borrowers will have the following two options with respect to interest payable under a 2019 Loan:

a. A set monthly compounded interest rate of between 0.75% and 3.0%, of the principal amount of a 2019 Loan, payable within five (5) days of the Canadian Borrower's receipt of the Financing Receivable; or

b. The lower of (i) compounded interest rate of between 9.38% and 42.58% per annum or (ii) the maximum legal allowable interest rate of the Financing Receivable, payable upon the earlier of five (5) days of the Canadian Borrower's receipt of the Financing Receivable, or 18 months from the date of advance of the 2019 Loan to the Borrower.

Interest and principal under a 2019 Loan is payable by a Canadian Borrower in a lump sum on the maturity date of a 2019 Loan. Option (a) above favours a Canadian Borrower anticipating receiving their Financing Receivable in the near term. Option (b) above provides an assurance of interest paid by the Canadian Borrower, however if the Financing Receivable is received more quickly than anticipated by the Borrower then the ultimate annual interest rate will prove much higher than Option (a).

Security for 2019 Loans

Each Borrower will be required to enter into or provide the following instruments to Adminco with respect to each 2019 Loan:

a. Term Loan Agreement (each a "**Loan Agreement**");
b. Assignment of Interests - Financing Receivable and Program Application;
c. General Security Agreement - present and after acquired property of the Borrower;
d. Directors Resolution if applicable - authorizing execution of the Loan Agreement and granting of the security thereunder;
e. Promissory Note if applicable - evidencing funds advanced by Adminco to the Canadian Borrower pursuant to the Loan Agreement;
f. Inter-creditor Agreements if applicable - where a Canadian Borrower has granted previous security to a creditor that is be subordinated to Adminco's security; and
g. Such other instruments as shall be agreed to between Adminco and the Borrower.

Security for a 2019 Loan will include a specific assignment of the Financing Receivable to which the Canadian Borrower is entitled from the Canadian Government Financing Program that the Canadian Borrower has applied for as well as a security interest in other assets of the Canadian Borrower as are agreed to between Adminco and a Borrower and which will include a security interest in the Canadian Borrower's present and after acquired personal property. Security in the 2019 Loan may be subordinated to a Borrower's bank security, other than with respect to the security in the Financing Receivable, over which Adminco will always maintain a first priority interest over the Canadian Borrower's other creditors including the Canadian Borrower's bankers.

Each Canadian Borrower shall provide Adminco with a business consent form that will allow Adminco to monitor the filing and payment of the Canadian Borrower's CRA obligations (including payroll remittances, HST/GST payments, and corporate taxes) as these obligations will rank ahead of Adminco's security with respect to a Financing Receivable.

Partnership Loans to Euro/US Borrowers

In addition to advancing Partnership Loans to Canadian Borrowers, the Partnership intends to advance Partnership Loans to Euro/US Borrowers, either: (i) alone; (ii) in conjunction with OKR Premium Fund III; (iii) together with OKR Premium Fund III and one or more un-related co-lenders; or (iv) on its own together with one or more un-related co-lenders.

Where the Partnership jointly funds Loans to Euro/US Borrowers, it expects that will enter into one of more joint lending agreements with such co-lenders on terms similar to the Joint Lending Agreement.

The Government Financing Programs (Euro/US Government Financing Programs) pursuant to which the Partnership will provide Loans to Euro/US Borrowers have not been identified yet but are expected to be similar in some respects to the Canadian Government Financing Programs referenced under the above heading "Examples of Canadian Government Financing Programs".

The Partnership may make Partnership Loans: (i) alone; (ii) in conjunction with OKR Premium Fund III; (iii) together with OKR Premium Fund III and one or more un-related co-lenders; or (iv) on its own together with one or more un-related co-lenders, to Euro/US Borrowers in which OKR Venture Fund has invested on the same terms as provided in the heading above heading "Partnership Loans to OKR Canadian Venture Fund Investment Enterprises".

Partnership Loans advanced by the Partnership either on its own or together with OKR Premium Fund III and/or unrelated parties are expected to be funded, administered and secured in similar fashion as 2019 Loans. See the above headings "Example of the Funding of a 2019 Loan", "Costs and Expenses Associated with 2019 Loans", "Payments of Principal and Interest with Respect to 2019 Loans", "Qualification for 2019 Loans", "Internal Credit Rating ("**ICR**")", "Financial Terms of 2019 Loans" and "Security for 2019 Loans".

Subscribers should note that jointly funded loans to Euro/US Borrowers may not be administered by Adminco but instead may be administered by a separately entity formed and controlled by the Partnership or Management solely and for this purpose.

Management may determine that for legal, tax, regulatory or other business-related reasons, that it is in the best interests of the Partnership that a Partnership Loan made Euro/US Borrowers be made through separate legal structure other than the Partnership. In that case the Partnership may: (i) form a legal entity (each an "**Alternative Vehicle**") in the jurisdiction in which the Euro/US Borrower carries on business, as suggested by the Partnership's tax and legal advisors and; (ii) contribute and/or make available, funds necessary for such Alternative Vehicle to advance a Loan to a Euro/US Borrower in accordance with advice received Partnership's tax and legal advisors. Some or all of Management will be the controlling members of management of the Alternative Vehicle.

The Partnership's ownership interest in Alternative Vehicles and the method in which Alternative Vehicles are funded and Loans are advanced to Euro/US Borrowers will be structured in such a manner so as to ensure that Unitholders are not required to file income tax returns in jurisdictions other than Canada with respect to distributions made by the Fund to its Unitholders.

The revenues and expenses of Partnership Loans made to Euro/US Borrowers will be denominated in the currency of the jurisdiction in which the Loan is made and principal and income payments made by such Borrowers to the Partnership will also be made in that currency. The Partnership will convert such payments into Canadian dollars prior the Fund making to distribution to Unitholders. As a consequence, distributions made by the Fund may be affected by fluctuations in the exchange rate between the Canadian dollars and the currency in which the Partnership Loan was made. The Partnership may not enter into any hedging arrangements to limit the impact of changes in such exchange rate for holders of Units and therefore holders of Units may have full exposure to changes in these exchange rates. See Item 8 - "Risk Factors".

METHODS OF FINANCING LOANS BY THE PARTNERSHIP

(1) The Partnership may fund Partnership Loans to Canadian Borrowers together with the 2019 Joint Lenders;
(2) The Partnership may solely fund Partnership Loans to Borrowers;
(3) The Partnership may jointly fund Partnership Loans with one or more of the 2019 Joint Lenders outside of the 2019 Joint Lending Agreement; or
(4) The Partnership may jointly fund Partnership Loans with unrelated third parties.

Subscribers should note Messrs. Neale and Thompson manage all Loans made by the 2019 Joint Lenders though various management companies controlled by them and are paid fees for managing these Loans in accordance with the terms of the various management agreements with the 2019 Joint Lenders including fees paid to the Manager pursuant to the Management Agreement.

PERMITTED LEVERAGE BY THE PARTNERSHIP

The Partnership may engage in "Permitted Leverage" in the conduct of its business. "Permitted Leverage" means the authority for the Partnership to borrow an aggregate principal amount that is equal to up to 50% of the AUM of the Partnership. Compliance with this threshold will be assessed only at the time funds are borrowed by the Partnership. For greater certainty, the Partnership will not be in contravention of this requirement if the aggregate leverage of the Partnership exceeds 50% of its AUM at any time, if, at the time funds were last advanced to the Partnership, the aggregate leverage of the Partnership was no more than 50% of its AUM.

The Partnership expects that it may borrow funds from a lender in circumstances where the borrowing interest rate charged by a lender would be equal to or less that 8% per annum. There is no requirement for the Partnership to engage in any leveraged strategy. If the Partnership enters into a loan, by the Partnership may borrow funds from a regulated institution such as a bank or credit union or may borrow funds from a private lender. The fees and expenses under any loan facility entered into with the Partnership are expected to be typical of credit facilities of this nature and the Partnership expects that it will be required to provide a security interest in its Partnership Loans in favour of the lender to secure such borrowings.

Loans by the Partnership to OKR Diversified LP

The Partnership, may at the discretion of the General Partner, make short term loans to OKR Diversified LP in circumstances where the Partnership has excess cash and believes that the return on such loans will allow the Partnership to earn acceptable interest returns in order to meet or exceed the rate of Partnership's Preferred Return. Where such loans occur, OKR Diversified LP will provide the Partnership with an assignment of its security it obtains from borrowers to whom it lends using funds received from the Partnership.

ALIGNMENT OF INTERESTS

An investment in Units has been structured, in part, to align the interests of Management with those of the Unitholders. Management will be holders of the Class B LP Units, and as such, will only be entitled to distributions from the Partnership after the Fund has received full payment of the Preferred Return.

Distributions:

Distribution of Interest Income from Partnership Loans

The Partnership intends to make distributions of the Preferred Return to the Fund from which the Fund will then make quarterly distributions to Unitholders, for each Fiscal Quarter during the term of the Fund with the first distribution to commence at the end of the first Fiscal Quarter that is six (6) months from the date of the first distribution of Units by the Fund to a party or parties, other than the settlor of the Fund. The Partnership will thereafter calculate accrued interest under the Loans for each Fiscal Quarter and will distribute 50% of such amounts to the Fund (as the holder of Class A LP Units) and 50% to Management (as the holders of Class B LP Units). The above distributions will be paid from a combination of interest paid by Borrowers and may be paid from proceeds raised by the Fund under this Offering that have not been deployed as Loan principal at the time of a distribution.

The Partnership will use GAAP to determine accrued Loan interest, associated Loan costs, operating costs and general and administrative costs of the Partnership. Upon the completion of each Fiscal Quarter, the Partnership will calculate the profits of the Partnership from all active Loans during that period.

Given the nature of loaning against Government Financing Programs, payments of principal and interest under some Loans will occur in a lump sum payment when the Borrower receives their grants, loans, tax credits, financing or repayable contributions from the Government Financing Program associated with the Borrower. Under GAAP, the Partnership is required to recognize the accrued interest in its quarterly profit calculation, accounting for any anticipated principal or interest write-offs as necessary. In the event whereby a significant percentage of the Partnership's quarterly interest accrual originates from accrued but unpaid interest, it may not be possible to pay quarterly distributions to the Partnership's limited partners of profit from interest received from Borrowers in the Fiscal Quarter. In such an event, distributions made by the Partnership to its Limited Partners will be paid from a combination of interest paid by Borrowers and proceeds raised by the Fund under this Offering that have not been deployed as Loan principal at the time of a distribution to Unitholders.

It is the intention of the Fund to distribute all cash distributions it receives from the Partnership to Unitholders and as such Unitholders are effectively entitled to distributions from the Fund on the same basis as described above.

Factors Affecting Distributions

The Preferred Return of eight percent (8%) per annum payable by the Partnership to the Fund, which will ultimately form part of the distributions available from the Fund to the Unitholders, is a preferred return, but is not guaranteed and may not be paid on a current basis in each year or at all. The return on an investment in the Units is not comparable to the return on an investment in a fixed income security. Cash distributions, including a return of a Unitholder's original investment, are not guaranteed and the anticipated return on investment is based upon many performance assumptions.

Although the Fund intends to distribute its available cash to the Unitholders, such cash distributions may be reduced or suspended in the sole Discretion of the Trustee. The ability of the Fund to make cash distributions and the actual amount distributed will depend on the ability of the Partnership to advance the Partnerships Loans to Borrowers and to collect payments under the Partnership Loans, and will be subject to various factors including those referenced in Item 8 - "Risk Factors" of this Offering Memorandum. It is important for Subscribers to consider the particular risk factors that may affect the business of the Partnership and therefore the availability and stability of the distributions to Unitholders. See Item 8 - "Risk Factors" for a more complete discussion of these risks and their potential consequences.

DISTRIBUTION REINVESTMENT PLAN

The Fund has adopted a Distribution Reinvestment Plan that will allow eligible Canadian Unitholders to elect to have the distributions of Cash Flow of the Fund made with respect to the Units held by them reinvested in additional Units on the Distribution Payment Date at a purchase price equal to one dollar ($1) per Unit at such time. See Item 2.5- "Material Agreements – Summary of the Distribution Reinvestment Plan".

Redemption of Units by the Fund

Unitholders may redeem Units, subject to certain restrictions, by providing a duly executed Redemption Notice to the Trustee. See Item 2.5 – "Material Agreements – Summary of the Declaration of Trust - Redemption of Units". The Redemption Price shall be determined as follows: (i) within 24 months from the date of the Unit Certificate (the "**Issuance Anniversary**") representing Units to be redeemed shall be the Redemption Price of $0.93 per Trust Unit to be redeemed; and (ii) at any time after the Issuance Anniversary of a Unit Certificate the Redemption Price shall be one dollar ($1) per Trust Unit to be redeemed.

The Redemption Price for Units paid by the Fund may not be paid in cash in certain circumstances but instead may be paid through the issue of Redemption Notes by the Fund. **Subscribers should note that Redemption Notes will not be a qualified investment for tax-exempt Subscribers.** See Item 6 - "Income Tax Considerations" and Item 8 - "Risk Factors - Payment of Redemption Price issuance of Redemption Notes". Where in the sole Discretion of the Trustee chooses to pay the Redemption Price in cash, the maximum aggregate redemption proceeds shall not exceed $75,000 in any fiscal quarter (the "**Quarterly Limit**") in cash, if the amount exceeds the Quarterly Limit then the Fund may redeem for cash on a pro-rata basis up to the Quarterly Limit. See Item 2.5 – "Material Agreements – Summary of the Declaration of Trust – Redemption of Units".

Redemption Rights and Liquidity

The redemption right is intended to be the primary mechanism for Unitholders to liquidate their investment in the Fund. There will be no public market for the Units and an application for listing of the Units on a stock exchange will not be made. Units in the Fund are highly illiquid investments and should only be acquired by investors able to bear the economic risk of an investment in the Units for an indefinite period of time. The Units will be subject to "hold periods" under applicable securities legislation and, as the Fund is currently not a "reporting issuer" in any province or territory in Canada, the "hold periods" may never expire. Additionally, Unitholders will not be permitted to transfer or sell their Units without the consent of the Trustee. See Item 8 – "Risk Factors".

INVESTMENT RESTRICTIONS AND OPERATING POLICIES

Investment Restrictions

The assets of the Fund will be invested only in accordance with the following restrictions:

(a) the Fund shall not make any investment, take any action or omit to take any action that would result in the Fund not qualifying, at all times, as a "mutual fund trust" within the meaning of the Tax Act;

(b) except for temporary investments held in cash, the Fund shall only invest in deposits with a Canadian chartered bank or trust company registered under the laws of a province of Canada, short-term government debt securities or money market instruments maturing prior to one year from the date of issue;

(c) the Fund shall not take any action, or acquire, retain or hold any investment in any entity or other property that would result in the Fund being a "SIFT trust" as defined in the Tax Act.

Operating Expenses of the Fund and the Partnership

In the conduct of its business the Partnership estimates that it, together with the Fund, will incur expenses relating to marketing, investor relations, accounting, audit, administration fees, office rental, insurance, staff salaries (which will be paid to unrelated parties) legal expenses including without limitation: mailing and printing expenses for periodic reports to Unitholders and other Unitholder communications; any reasonable out-of-pocket expenses incurred by Management and paid to third parties in connection with their on-going obligations to the Fund and Partnership; fees payable to the auditors and legal advisors of the Fund and the Partnership; regulatory filing fees, administrative expenses and costs incurred in connection with the continuous filing requirements of the Fund and investor relations, costs and expenses arising as a result of complying with all applicable laws, regulations and policies, extraordinary expenses that the Fund and Partnership may incur and any expenditures incurred upon the termination of the Fund and Partnership (collectively "operating and administration expenses"), all of which will be paid from the proceeds of this Offering, the operating income of the business of the Partnership or a combination thereof.

The Partnership estimates that if $50,000,000 is raised in the aggregate under this Offering and the Partnership fully deploys the maximum amount of working capital in advancing Partnership Loans, these expenses are estimated to total approximately $500,000 in the ensuing 12 months from the date of this Offering Memorandum.

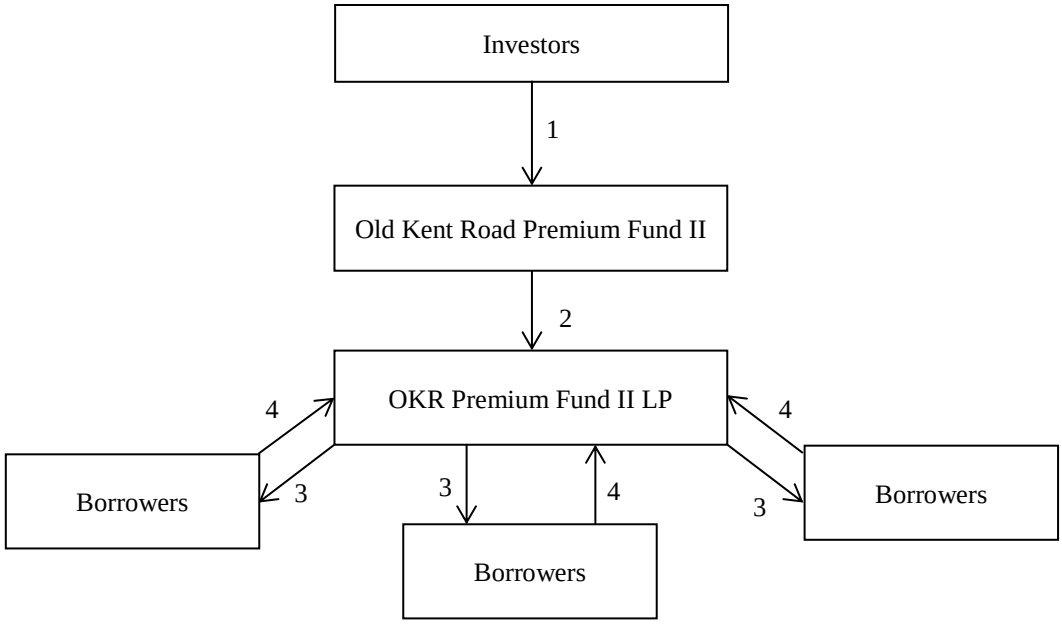
The total amount of operating and administration expenses that will be incurred by the Partnership and the Fund are dependent upon: (i) the funds raised under this Offering; (ii) the number of Partnership Loans advanced by the Partnership; and (iii) external factors which cannot be anticipated or controlled by the Partnership or the Fund.

Re-allocation of Partnership Assets

The Partnership may reallocate the Partnership's cash assets to the advance of new Partnership Loans or allocate cash flows from the Partnership's assets to alternative near-cash short-term investment vehicles until the opportunity for new Partnership Loans are identified.

DISTRIBUTION OF FUNDS BY THE FUND AND THE PARTNERSHIP

The following illustrates how funds raised under this Offering, after payment of all costs and commissions associated with the Offering, including payment of the Management Fee to the Manager, will be deployed as Partnership Loans by the Partnership.



1) Fund investors advance subscription proceeds to the Fund.
2) The Fund acquires Class A LP Units from the Partnership with the funds received under point 1 above.
3) The Partnership will advance the majority of the funds received from the Fund in point 2 above as Partnership Loans (which include 2019 Loans jointly funded with Joint Lenders) to Borrowers who qualify under a Government Financing Programs.
4) The Borrowers are expected pay back the Loans with the funds they receive from the Government Financing Programs or from funds from other sources.

An investment in Units will be an indirect investment in the Partnership Loans. The payments of interest and principal by Borrowers to the Partnership with respect to the Partnership Loans will ultimately form part of the distribution made by the Fund to Unitholders.

2.3 DEVELOPMENT OF THE BUSINESS

The following are the major events that have occurred with respect to the business of the Partnership and the Fund to the date of this Offering Memorandum:

(i) The Fund and the Partnership have both been established;
(ii) The Fund and the Partnership have entered into the Funding Agreement (see Item 2.5 – "Material Agreements - Summary of the Funding Agreement");
(iii) The Partnership and the Manager have entered into the Management Agreement (see Item 2.5 – "Material Agreements – Summary of the Management Agreement");
(iv) The Partnership has entered into the 2019 Joint Lending Agreement (see Item 2.5 – "Material Agreements – Summary of the Material Terms of the 2019 Joint Lending Agreement"); and
(v) The Fund has adopted the Distribution Reinvestment Plan (see Item 2.5 – "Material Agreements - Summary of the Distribution Reinvestment Plan").

There have been no unfavorable developments affecting the Fund or the Partnership's business since inception:

2.3.1 SHORT AND LONG TERM OBJECTIVES

The Fund

The Fund's primary purpose and sole business, and thus its short term and long term objective, is to raise $50,000,000 in the aggregate under this Offering and to acquire up to 50,000,000 Class A LP Units from the Partnership with the objective of generating returns to Unitholders. The number of Class A LP Units acquired by the Fund will be contingent on the amount of funds raised pursuant to this Offering. The Maximum Offering amount and the maximum number of Class A LP Units that can be acquired by the Fund will be reduced by $1 for every one (1) Class A LP Unit acquired by OKR ULC. See Item 2.2.1 "Business of the Fund". An investment in the Fund should be considered long-term in nature.

The costs, expenses and fees associated with this Offering, assuming the Maximum Offering, are estimated to be $2,150,000. All expenses of the Offering will be borne by the Partnership rather than the Fund pursuant to the terms of the Funding Agreement. See Item 1.2 - "Use of Available Funds".

The Partnership

The Partnership plans deploy up to $47,850,000 in capital from this Offering through the advance of Partnership Loans to Borrowers if the Maximum Offering amount is raised.

The following are the estimated costs that the Partnership expects to incur in pursuing its business objectives over the ensuing 12 months from the date of this Offering Memorandum:

What we must do and how we will do it	Target completion date or, if not known, number of months to complete	Our costs to complete
Raise $50,000,000 under this Offering	June 1, 2020	$2,150,000 (1)
Deploy the available funds of this Offering in the advance of Partnership Loans to Borrowers:	June 1, 2020	$500,000 (2)
Total		**$2,650,000**

(1) Inclusive of the Offering costs, Referral Fees and the Capital Administration Fee associated with this Offering as referenced in the table set forth in Item 1.2 - "Use of Available Funds – The Partnership".
(2) Estimated expenses relate to loan origination costs, anticipated legal and accounting expenses and due diligence expenses that will be paid to unrelated third parties or used to reimburse related parties that have incurred such expenses on behalf of the Partnership.

2.4 INSUFFICIENT FUNDS

The Fund

The Fund intends that all or substantially all of the Gross Proceeds of the Offering will be used to acquire Class A LP Units in the Partnership. The Fund does not intend to hold any significant cash reserves. The proceeds of this Offering may not be sufficient to accomplish all of the Fund's proposed objectives and there is no assurance that alternative financing will be available.

The Partnership

The Partnership intends that all or substantially all of the Gross Proceeds of the Offering, after payment of all costs, expenses and Selling Commissions, associated with this Offering and payment of the Capital Administration Fee to the Manager, will be used to advance Partnership Loans to Borrowers and to pay for the operating and administration expenses of the Fund and the Partnership. The Partnership does not intend to hold any significant cash reserves. The proceeds of this Offering may not be sufficient to accomplish all of the Partnership's proposed objectives and there is no assurance that alternative financing will be available.

2.5 MATERIAL AGREEMENTS

The Fund

The only material agreements which have been entered into by the Fund since its formation are:

- the Declaration of Trust;
- the Funding Agreement; and
- the Distribution Reinvestment Plan.

The Partnership

The only material agreements which have been entered into by the Partnership since its formation are:

- the Partnership Agreement;
- the Funding Agreement;
- the Management Agreement; and
- the 2019 Joint Lending Agreement.

SUMMARY OF THE DECLARATION OF TRUST

The following is a summary of the Declaration of Trust which is dated May 15, 2019 as amended June 17, 2019. This is a summary only and is subject to the complete terms and conditions of the Declaration of Trust.

In the following section, all references below to "Trust" are references to the Fund.

For the purposes of this summary the following capitalized terms shall have the meanings as provided for below:

"**Partnership**" means OKR Premium Fund II LP, a limited partnership established under the laws of the Province of Alberta.

"**Trust Unit**" or "**Unit**" means a unit of interest in the Trust created, issued and certified hereunder which Units may be issued in one or more Series as shall be designated by the Trustee in its sole Discretion.

General

A Subscriber of Units will become a Unitholder of the Trust upon the acceptance by the Trustee of a subscription in the form approved from time to time by the Trustee.

Nature of Trust Units

(a) The beneficial interests in the Trust shall be represented by Trust Units, described and designated collectively as "**Trust Units**", which shall be entitled to the rights and subject to the limitations, restrictions and conditions set out herein. The Trustee, in its sole Discretion may designate Trust Units issued by the Trust into separate Series based on the date of issue of such Trust Units, and the interest of each Trust Unitholder shall be determined by the number of Trust Units registered in the name of the Trust Unitholder in each Series;

(b) Subject to Section 5.3 of the Declaration of Trust, the Trust Units of each Series shall represent an equal undivided beneficial interest in any distribution from the Trust to which a Series of Units is entitled (whether of Income of the Trust, Net Realized Capital Gains or other amounts) and in any net assets of the Trust in the event of termination or winding-up of the Trust to which a Series of Units is entitled. All Trust Units in a Series shall rank among themselves equally and rateably without discrimination, preference or priority, whatever may be the actual date or terms of issue thereof; and

(c) Each Trust Unit shall entitle the holder of record thereof to one vote at all meetings of Trust Unitholders or in respect of any written resolution of Trust Unitholders.

Authorized Number of Units

The aggregate number of Trust Units in each Series which is authorized and may be issued hereunder is unlimited.

Issue of Trust Units

Trust Units shall be issued in Series pursuant to and in accordance with the Declaration of Trust.

The Trustee is authorized to review and accept subscriptions for Trust Units received by the Trust and to cause the Trustee to issue Trust Units pursuant thereto.

In addition, Trust Units may be issued by the Trust at the times, to the persons, for the consideration and on the terms and conditions that the Trustee determines including pursuant to any Trust Unitholder rights plan, distribution reinvestment plan or any incentive option or other compensation plan established by the Trust and, without limiting the generality of the foregoing, the Trustee may authorize the Trust to pay a reasonable commission to any person in consideration of such person purchasing or agreeing to purchase Trust Units from the Trust or from any other person or procuring or agreeing to procure purchasers for Trust Units.

Trust Units shall only be issued as and when fully paid in money, property, including indebtedness, or past services, and are not to be subject to future calls or assessments, except that Trust Units to be issued under an offering may be issued for a consideration payable in instalments and the Trust may take a security interest over such Trust Units for unpaid instalments.

Trust Units Non-Assessable

No Trust Units shall be issued other than as fully paid and non-assessable. No person shall be entitled, as a matter of right, to subscribe for or purchase any Trust Unit, except in accordance with the provisions hereof.

Legal Ownership of Assets of the Trust

The legal ownership of the assets of the Trust and the right to manage the investments of the Trust are vested exclusively in the Trustee and the Trust Unitholders shall have no interest therein other than the beneficial interest in the Trust Assets conferred by their Trust Units issued hereunder and they shall have no right to compel any partition, division, dividend or distribution of the Trust Assets or any of the assets of the Trust. The Trust Units shall be personal property and shall confer upon the holders thereof only the interest and rights specifically set forth in the Declaration of Trust.

No Trust Unitholder has or is deemed to have any right of ownership in any of the assets of the Trust, including without limitation the Trust Assets.

No Fractional Units

Fractions of Units shall not be issued, except pursuant to distributions of additional Units to all Trust Unitholders pursuant to Section 5.7 of the Declaration of Trust Fractions of Units will not be entitled to vote at meetings of Trust Unitholders.

Consolidation of Trust Units

Immediately after any pro-rata distribution of additional Trust Units of a Series to all holders of Trust Units of that Series pursuant to Section 5.7 of the Declaration of Trust, the number of the outstanding Trust Units in the Series will automatically be consolidated such that each such holder will hold after the consolidation the same number of Trust Units in the Series as such holder held before the distribution of additional Trust Units and each Trust Unit Certificate representing a number of Trust Units prior to the distribution of additional Trust Units is deemed to represent the same number of Trust Units after the distribution of additional Trust Units and the consolidation. Such consolidation shall not constitute a redemption or cancellation of Trust Units so consolidated and a Trust Unitholder whose Trust Units are consolidated shall not receive, and shall not be entitled to receive, any proceeds of disposition in respect thereof. Notwithstanding the foregoing, where tax is required to be withheld in respect of a Trust Unitholder's share of the distribution, the Trust shall withhold from the cash portion of such distribution, if any, or the Trust Unitholder shall make a cash payment to the Trust, of an amount equal to the amount of tax required to be remitted to the appropriate taxation authority by the Trust, or, if such withholding cannot be made by the Trust or such payment is not made by the Trust Unitholder:

(a) the consolidation of the Trust Units held by such Trust Unitholder will result in such Trust Unitholder holding that number of Trust Units equal to the number of Trust Units held by such Trust Unitholder prior to the distribution minus the number of Trust Units withheld by the Trust on account of withholding taxes payable by the Trust Unitholder in respect of the distribution; and

(b) the consolidation shall not apply to any Trust Units so withheld.

Any Trust Units so withheld shall either be delivered to the appropriate taxation authority or sold, in which case the net proceeds shall be remitted to the appropriate taxation authority. Such Trust Unitholder will be required to surrender the Trust Unit Certificates, if any, representing such Trust Unitholder's original Trust Units, in exchange for a Trust Unit Certificate representing such Trust Unitholder's post-consolidation Trust Units other than the withheld Trust Units.

No Conversion, Retraction, Redemption or Pre-Emptive Rights

Except as otherwise set forth herein, there are no conversion, retraction, redemption or pre-emptive rights attaching to the Trust Units.

Power of Attorney

Each Trust Unitholder hereby grants to the Trustee, and its respective successors and assigns, a power of attorney constituting the Trustee, as the case may be, with full power of substitution, as such Trust Unitholder's true and lawful attorney to act on the Trust Unitholder's behalf, with full power and authority in the Trust Unitholder's name, place and stead, and to execute, under seal or otherwise, swear to, acknowledge, deliver, make or file or record when, as and where required:

(a) the Declaration of Trust, any amendment, supplement or restatement of the Declaration of Trust and any other instrument required or desirable to qualify, continue and keep in good standing the Trust as a mutual fund trust;

(b) any instrument, deed, agreement or document in connection with carrying on the affairs of the Trust as authorized in the Declaration of Trust including all conveyances, transfers and other documents required in connection with any disposition of Trust Units;

(c) all conveyances, transfers and other documents required in connection with the dissolution, liquidation or termination of the Trust in accordance with the terms of the Declaration of Trust;

(d) any and all elections, determinations or designations whether jointly with third parties or otherwise, under the Tax Act or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction in respect of the affairs of the Trust or of a Trust Unitholder's interest in the Trust; and

(e) any amendment to the Declaration of Trust which is authorized from time to time as contemplated by Section 11.1 of the Declaration of Trust;

The Power of Attorney granted herein is, to the extent permitted by applicable law, irrevocable and will survive the assignment by the Trust Unitholder of all or part of the Trust Unitholder's interest in the Trust and will extend to and bind the heirs, executors, administrators and other legal representatives and successors and assigns of the Trust Unitholder.

Powers of the Trustee(s)

(a) Subject to the terms and conditions of the Declaration of Trust, the Trustee may exercise from time to time in respect of the Trust Assets and the investments and affairs of the Trust any and all rights, powers and privileges that could be exercised by a legal and beneficial owner thereof;

(b) Subject to the specific limitations contained in the Declaration of Trust, the Trustee shall have, without further or other action or consent, and free from any power of control on the part of the Trust Unitholders, full, absolute and exclusive power, control and authority over the Trust Assets and over, and management of, the affairs of the Trust to the same extent as if the Trustee were the sole and absolute beneficial owner of the Trust Assets in its own right, to do all such acts and things as in its sole judgment and discretion are necessary or incidental to, or desirable for, carrying out the trust created hereunder. In construing the provisions of the Declaration of Trust, presumption shall be in favour of the granted powers and authority to the Trustee. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein on the Trustee. To the maximum extent permitted by law the Trustee shall, in carrying out investment activities, not be in any way restricted by the provisions of the laws of any jurisdiction limiting or purporting to limit investments which may be made by the Trustee; and

(c) Except as expressly prohibited by law, the Trustee may grant or delegate to any person the authority and the powers of the Trustee under the Declaration of Trust as the Trustee may in its discretion deem appropriate, necessary or desirable to carry out and effect the actual management and administration of the duties of the Trustee under the Declaration of Trust, without regard to whether the authority is normally granted or delegated by the Trustee.

Specific Powers and Authorities

Subject to any other express limitations contained in the Declaration of Trust and in addition to any other powers and authorities conferred by the Declaration of Trust or which the Trustee may have by virtue of any present or future statute or rule of law, the Trustee without any action or consent by the Trust Unitholders shall have and may exercise at any time and from time to time the following powers and authorities which may or may not be exercised by the Trustee in such manner and upon such terms and conditions as it may from time to time determine proper, provided that the exercise of such powers and authorities does not adversely affect the status of the Trust as a "mutual fund trust" for purposes of the Tax Act or cause the Trust to become a "SIFT trust" for purposes of the Tax Act, or fail to comply with the provisions of 132(7) of the Tax Act:

(a) to supervise the activities and manage the investments and affairs of the Trust;

(b) to maintain records and provide reports to Trust Unitholders;

(c) to open, operate and close accounts and other similar credit, deposit and banking arrangements and to negotiate and sign banking and financing contracts and agreements;

(d) without limit as to amount, issue any type of debt securities or convertible debt securities and borrow money or incur any other form of indebtedness for the purpose of carrying out the purposes of the Trust or for other expenses incurred in connection with the Trust and for such purposes may draw, make, execute and issue promissory notes and other negotiable and non-negotiable instruments or securities and evidences of indebtedness, secure the payment of sums so borrowed or indebtedness incurred and mortgage, hypothecate, pledge, assign or grant a security interest in any money owing to the Trust or in Trust Assets or engage in any other means of financing the Trust;

(e) to obtain security, including encumbrances on assets, to secure the full payment of monies owed to the Trust and the performance of obligations in favour of the Trust, and to exercise all of the rights of the Trust, and to perform all of the obligations of the Trust, under such security;

(f) to exercise and enforce any and all rights of foreclosure, to bid on property on sale or foreclosure, to take a conveyance in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to revive the obligation on the covenants secured by such security and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies with respect to any such security or guarantee;

(g) to establish places of business of the Trust;

(h) to manage the Trust Assets and to, sell, transfer and assign the Trust Assets; however, the Trustee shall not sell all or substantially all of the Trust Assets without the consent of the Trust Unitholders by Extraordinary Resolution;

(i) to invest, hold shares, trust units, beneficial interests, partnership interests (other than general partnership interests), joint venture interests or other interests in any person necessary or useful to carry out the purpose of the Trust;

(j) to cause title to any of the Trust Assets to be drawn up in the name of such person on behalf of the Trust or, to the extent permitted by applicable law, in the name of the Trust, as the Trustee shall determine;

(k) to determine conclusively the allocation to capital, income or other appropriate accounts of all receipts, expenses and disbursements;

(l) to enter into any agreement or instrument to create or provide for the issue of Trust Units or (including any firm or best efforts underwriting agreement), to cause such Trust Units to be issued for such consideration as the Trustee, in its sole discretion, may deem appropriate and to do such things and prepare and sign such documents, including the prospectus and any registration rights agreement, to qualify such Trust Units for sale in whatever jurisdictions they may be sold or offered for sale;

(m) to enter into any agreement in connection with, or to facilitate, the issuance of Exchangeable Securities;

(n) to determine conclusively the value of any or all of the Trust Assets from time to time and, in determining such value, to consider such information and advice as the Trustee in its sole judgment, may deem material and reliable;

(o) to collect, sue for and receive all sums of money or other property or items that are believed due to the Trust;

(p) to effect payment of distributions to the holders of Trust Units as provided in Article 5;

(q) to invest funds of the Trust as provided in Article 4;

(r) if the Trustee becomes aware by written notice that the beneficial owners of 49% or more of the Trust Units or securities exchangeable into Trust Units then outstanding are, or may be, Non-Residents or that such situation is imminent, the Trustee shall obtain such advice as they deem appropriate in order to ascertain the tax and other implications that such level of Non-Resident ownership may have for the Trust and Trust Unitholders and if and to the extent that they determine that such level of Non-Resident ownership would have material adverse tax or other consequences to the Trust or Trust Unitholders, shall ensure that appropriate limitations on Non-Resident ownership as provided in Section 13.5 are met;

(s) to possess and exercise all the rights, powers and privileges pertaining to the ownership of the securities of the Partnership and other securities of the Trust to the same extent that any person might, unless otherwise limited herein, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice, either in person or by proxy or power of attorney, with or without power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or actions generally or for any particular meeting or action and may include the exercise of discretionary power;

(t) where reasonably required, to engage, employ or contract with or retain on behalf of the Trust any persons as agents, representatives, employees or independent contractors (including without limitation, investment advisors, registrars, underwriters, accountants, lawyers, appraisers, brokers, consultants, technical advisors, depositories, custodians, transfer agents or otherwise) in one or more capacities;

(u) except as prohibited by applicable law, to delegate any of the powers and duties of the Trustee to any one or more agents, representatives, officers, employees, independent contractors or other persons the doing of such things and the exercise of such powers hereunder as the Trustee may from time to time reasonably require, so long as any such delegation is not inconsistent with any of the provisions of the Declaration of Trust and subject at all times to the general control and supervision of the Trustee as provided for herein;

(v) to engage in, intervene in, prosecute, join, defend, compromise, abandon or adjust, by arbitration or otherwise, any actions, suits, disputes, claims, demands or other litigation or proceedings, regulatory or judicial, relating to the Trust, the assets of the Trust or the Trust's affairs, to enter into agreements therefor, whether or not any suit or proceeding is commenced or claim asserted and, in advance of any controversy, to enter into agreements regarding the arbitration, adjudication or settlement thereof;

(w) to arrange for insurance contracts and policies insuring the Trust, its assets, any affiliate of the Trust and/or any or all of the Trustee(s) or the Trust Unitholders, including against any and all claims and liabilities of any nature asserted by any person arising by reason of any action alleged to have been taken or omitted by the Trust or by the Trustee(s) or Trust Unitholders;

(x) to cause legal title to any of the assets of the Trust to be held by and/or in the name of a Trustee, or except as prohibited by law, by and/or in the name of the Trust or any other custodian or person, on such terms, in such manner, with such powers in such person as the Trustee may determine and with or without disclosure that the Trust or the Trustee are interested therein; provided, however, that should legal title to any of the Trust assets be held by and/or in the name of any person or persons other than the Trustee or the Trust, the Trustee shall require such person or persons to execute a trust agreement acknowledging that legal title to such assets is held in trust for the benefit of the Trust;

(y) to redeem Trust Units (or rights, warrants, convertible securities, options or other securities) for such consideration as the Trustee may deem appropriate in its sole discretion, such redemption to be subject to the terms and conditions of the Declaration of Trust;

(z) to use its reasonable commercial efforts to ensure that the Trust qualifies at all times as a "mutual fund trust" pursuant to Section 132(6) of the Tax Act and not take any action that would result in the Trust, or any entity in which the Trust has invested being considered a "SIFT trust" or a "SIFT partnership" as defined in the Tax Act;

(aa) in addition to the mandatory indemnification provided for in Section 9.8 to the extent permitted by law to indemnify, or enter into agreements with respect to the indemnification of, any person with whom the Trust has dealings including, without limitation, the Trustee, or the Transfer Agent, to such extent as the Trustee shall determine and to the extent permitted by law;

(bb) without the approval or confirmation of Trust Unitholders, enact and from time to time amend or repeal by-laws not inconsistent with the Declaration of Trust containing provisions relating to the Trust, the Trust assets and the conduct of the affairs of the Trust, but not in conflict with any provision of the Declaration of Trust;

(cc) to pay all taxes or assessments, of whatever kind or nature, whether within or outside Canada, imposed upon or against the Trustee in connection with the Trust assets, undertaking or Income of the Trust, or imposed upon or against the Trust assets, undertaking or Income of the Trust or Net Realized Capital Gains, or any part thereof and to settle or compromise disputed tax liabilities and for the foregoing purposes to make such returns, take such deductions, and make such designations, elections, allocations and determinations in respect of the Income of the Trust or Net Realized Capital Gains distributed to holders of Trust Units in the year and any other matter as shall be permitted under the Tax Act and analogous provisions of any provincial income tax legislation (provided that to the extent necessary the Trustee will seek the advice of Counsel or the Auditors), and do all such other acts and things as may be deemed by the Trustee in its sole discretion to be necessary, desirable or convenient;

(dd) to guarantee the obligations of any subsidiary of the Trust including the Partnership, and granting security interests in the Trust assets as security for such guarantee;

(ee) to subdivide or consolidate from time to time the issued and outstanding Trust Units;

(ff) to form any subsidiary of the Trust for the purpose of making any Permitted Investment and entering into or amending any agreement on such terms as may be approved by the Trustee;

(gg) to purchase Trust Units for cancellation in accordance with applicable regulatory requirements; and

(hh) to do all such other acts and things as are incidental to the foregoing, and to exercise all powers which are necessary or useful to carry on the purpose and activities of the Trust, to promote or advance any of the purposes for which the Trust is formed and to carry out the provisions of the Declaration of Trust whether or not specifically mentioned herein.

The Trustee shall, except as may be prohibited by applicable law, have the right to delegate authority for the above-referenced matters to a manager or administrator if the Trustee determines in its sole discretion that such delegation is desirable to effect the administration of the duties of the Trustee under the Declaration of Trust.

Fees and Expenses

The Trustee shall be entitled to reimbursement from the Trust of any of its expenses incurred in acting as a Trustee. The Trustee on behalf of the Trust may pay or cause to be paid reasonable expenses incurred in connection with the administration and management of the Trust, including without limitation, auditors, lawyers, appraisers and other agents, consultants and professional advisers employed by or on behalf of the Trust and the cost of reporting or giving notices to Trust Unitholders. The Trustee on behalf of the Trust may pay or cause to be paid brokerage commissions at prevailing rates in receipt of the acquisition and disposition of any securities acquired or disposed of by the Trust to brokers.

The Trustee shall be paid for its services as Trustee:

(a) such reasonable compensation as shall be negotiated between the Trust and the Trustee;

(b) reimbursement of the Trustee reasonable out-of-pocket expenses incurred in acting as the Trustee, either directly or indirectly, including the expenses referred to in Section 9.6 hereof; and

(c) fair and reasonable remuneration for services rendered to the Trust in any other capacity, which services may include, without limitation, services as the Transfer Agent.

The Trustee shall, in respect of amounts payable or reimbursable to the Trustee under the Declaration of Trust, have a priority over distributions to Trust Unitholders in respect of amounts payable or reimbursable to the Trustee under Section 7.3 of the Declaration of Trust . Further, in the event the Trustee's fees and expenses are not paid within the time set out in the Trustee's invoice, the Trustee shall be entitled to pay the amounts out of the Trust Assets.

Computation of Cash Flow of the Trust

The "Cash Flow of the Trust", for, or in respect of, any Distribution Period, with respect to a Series of Trust Units, shall be equal to the sum of:

(a) all amounts which are received by the Trust with respect to a Series of Trust Units, for or in respect of, the Distribution Period, including, without limitation, interest, dividends, distributions, proceeds from the disposition of securities, returns of capital and repayments of indebtedness (including without limitation all such amounts as aforesaid received from the Partnership with respect to the Series LP Unit to which a Series of Trust Units relates), or any other payment;

(b) the proceeds of any issuance of a Series of Trust Units or any other securities of the Trust, net of the expenses of distribution, and, if applicable, the use of proceeds of any such issuance for investments; and

(c) all amounts received by the Trust with respect to a Series of Trust Units in any prior Distribution Period to the extent not previously distributed;

less the sum of:

(d) all amounts used for Permitted Investments with respect to a Series of Trust Units during the Distribution Period or set aside by the Trustee for investments;

(e) all costs and expenses of the Trust which, in the opinion of the Trustee, may reasonably be considered to have accrued and become owing in respect of, or which relate to, the Distribution Period, or a prior period if not accrued or deducted in determining the Cash Flow of the Trust with respect to a Series of Trust Units in such prior period;

(f) all debt repayments and interest costs and expenses, if any, incurred by the Trust in the Distribution Period with respect to a Series of Trust Units;

(g) all costs and expenses of the Trust relating to capital expenditures which, in the opinion of the Trustee, may reasonably be considered to have accrued and become owing during the Distribution Period, or a prior period if not accrued or deducted in such prior period with respect to a Series of Trust Units;

(h) all amounts contributed or loaned, or which the Trustee reasonably expect to contribute or loan, to an associate or affiliate of the Trust with respect to a Series of Trust Units; and

(i) any other amounts (including taxes) required by law or hereunder to be deducted, withheld or paid by or in respect of the Trust in the Distribution Period with respect to a Series of Trust Units.

Computation of Income and Net Realized Capital Gains

(a) The "**Income of the Trust**" for any taxation year of the Trust shall be the net income for the year determined pursuant to the provisions of the Tax Act (other than subsection 104(6) and paragraph 82(1)(b)) having regard to the provisions thereof which relate to the calculation of income of a trust, and taking into account such adjustments thereto as are determined by the Trustee in respect of dividends received from taxable Canadian corporations, amounts paid or payable by the Trust to Trust Unitholders and such other amounts as may be determined in the discretion of the Trustee; provided, however, that capital gains and capital losses shall be excluded from the computation of net income; and

(b) the "**Net Realized Capital Gains**" of the Trust for any taxation year of the Trust shall be determined as the amount, if any, by which the aggregate of the capital gains of the Trust for the year exceeds:

(i) the aggregate of the capital losses of the Trust for the year;

(ii) any capital gains which are realized by the Trust as a result of a redemption of Trust Units pursuant to Article 6 and which have been designated to the redeeming Trust Unitholders;

(iii) any amount in respect of which the Trust is entitled to a capital gains refund under the Tax Act; and

(iv) the amount determined by the Trustee in respect of any net capital losses for prior taxation years which the Trust is permitted by the Tax Act to deduct in computing the taxable income of the Trust for the year.

Distribution of Cash Flow of the Trust

The Trustee may on or before each Distribution Record Date, declare payable to the holders of each Series of Trust Units on such Distribution Record Date all or any part of the Cash Flow of the Trust for the Distribution Period which includes such Distribution Record Date to which each Series shall be entitled. The proportionate share for a Trust Unit of each Series of the amount of such Cash Flow of the Trust to which each Series is entitled (or portion thereof declared payable) shall be determined by dividing such amount by the number of issued and outstanding Trust Units of each Series on such Distribution Record Date. The share of such Cash Flow of the Trust (or portion thereof declared payable) to which each Series is entitled attributable to each holder of a Series of Trust Units shall be an amount equal to the proportionate share for each Trust Unit of a Series of the amount of such Cash Flow of the Trust (or portion thereof declared payable) to which each Series is entitled multiplied by the number of Trust Units of a Series owned of record by each such holder of Trust Units on such Distribution Record Date. Subject to Sections 5.7 and 5.8, Cash Flow of the Trust which has been declared to be payable to holders of a Series of Trust Units in respect of a Distribution Period shall be paid in cash on the Distribution Payment Date.

Other Distributions

In addition to the distributions which are made payable to Trust Unitholders pursuant to Section 5.3, the Trustee may declare to be payable and make distributions to Trust Unitholders of record, from time to time, out of Income of the Trust, Net Realized Capital Gains, the capital of the Trust or otherwise to each Series is entitled in any year, in such amount or amounts, and on such record dates as the Trustee may determine;

Having regard to the present intention to allocate, distribute and make payable to Trust Unitholders all of the Income of the Trust, Net Realized Capital Gains and any other applicable amounts so that the Trust will not have any liability for tax under Part I of the Tax Act in any taxation year, the following amounts shall be due and payable to Trust Unitholders of each Series of record on December 31 in each such year:

(i) an amount equal to the amount, if any, by which the Income of the Trust for such year in respect of that Series of Trust Units exceeds the aggregate of the portions, if any, of each distribution made by the Trust pursuant to Section 5.3 and Subsection 5.4(a) of the Declaration of Trust which have been determined by the Trustees, pursuant to Section 5.5 of the Declaration of Trust, to have been payable by the Trust out of Income of the Trust in respect of that Series of Trust Units for such year; and

(ii) an amount equal to the amount, if any, by which the Net Realized Capital Gains of the Trust for such year in respect of that Series of Trust Units exceeds the aggregate of the portions, if any, of each distribution made by the Trust pursuant to Section 5.3 and Subsection 5.4(a) of the Declaration of Trust which have been determined by the Trustees, pursuant to Section 5.5 of the Declaration of Trust, to have been payable by the Trust out of Net Realized Capital Gains in respect of that Series of Trust Units for such year;

In addition to the distributions which are made payable to Trust Unitholders pursuant to Section 5.3, the Trustee may declare to be payable and make distributions to Trust Unitholders of record, from time to time, out of Income of the Trust, Net Realized Capital Gains, the capital of the Trust or otherwise, to which each Series is entitled, in any year, in such amount or amounts, and on such record dates as the Trustee may determine;

The proportionate share of each Trust Unit of the amount of any distribution made pursuant to either or both of Subsections 5.4(a) and 5.4(b) shall be determined by dividing such amount by the number of issued and outstanding Trust Units of a Series of Trust Units on the applicable record date in respect of a distribution pursuant to Subsection 5.4(a) and on December 31 in respect of a distribution pursuant to Subsection 5.4(b). Each Trust Unitholder's share of the amount of any such distribution shall be an amount equal to the proportionate share of each Trust Unit of such amount multiplied by the number of Trust Units of a Series of Trust Units owned of record by each such Trust Unitholder on such applicable record date or December 31 in the year of such distribution, as the case may be. Subject to Section 5.7 and Section 5.8, amounts which are payable to Trust Unitholders pursuant to either Subsection 5.4(a) or 5.4(b) shall be paid in cash on the Distribution Payment Date which immediately follows the applicable record date in respect of a distribution pursuant to Subsection 5.4(a) or shall be payable December 31 in the applicable year in respect of a distribution pursuant to Subsection 5.4(b) and shall be paid forthwith, and in no event later than January 30 of the following year, subject to Section 5.6.

Character of Distributions and Designations

In accordance with and to the extent permitted by the Tax Act and analogous provisions of any provincial legislation, the Trustee in each year shall make designations in respect of the amounts payable to Trust Unitholders for such amounts that the Trustee considers to be reasonable in all of the circumstances, including, without limitation, designations relating to taxable dividends received by the Trust in the year on shares of taxable Canadian corporations (or designated in respect of the Trust where the Trust is a beneficiary of another trust), net capital gains realized by the Trust in the year (or designated in respect of the Trust where the Trust is a beneficiary of another trust) and foreign source income of and the foreign income tax paid by the Trust for the year, as well as designations under Subsections 104(13.1) and/or (13.2) of the Tax Act that income be taxed to the Trust, rather than to such Trust Unitholders. Distributions payable to Trust Unitholders pursuant to this Article 5 shall be deemed to be distributions of Income of the Trust, Net Realized Capital Gains, trust capital or other items in such amounts as the Trustee shall, in its absolute discretion, determine. For greater certainty, it is hereby declared that any distribution of Net Realized Capital Gains shall include the non-taxable portion of the capital gains of the Trust, which are encompassed in such distribution.

Enforceability of Right to Receive Distributions

For greater certainty, it is hereby declared that each Trust Unitholder shall have the legal right to enforce payment of any amount payable to such Trust Unitholder as a result of any distribution, which is payable to such Trust Unitholder pursuant to this Article 5.

Method of Payment of Distributions

Where the Trustee determines that the Trust does not have available cash in an amount sufficient to make payment of the full amount of any distribution which has been declared to be payable pursuant to this Article 5 of the Declaration of Trust on the due date for such payment, the payment may, at the option of the Trustee include the issuance of additional Trust Units, or fractions of Trust Units, if necessary, having a value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustee to be available for the payment of such distribution.

Withholding Taxes

The Trustee may deduct or withhold from distributions payable to any Trust Unitholder all amounts required by law to be withheld from such distributions, whether those distributions are in the form of cash, additional Trust Units or otherwise. In the event of a distribution in the form of additional Trust Units or property other than cash, the Trustee may sell such Trust Units or other property of those Trust Unitholders to pay those withholding taxes and to pay all of the Trustee's reasonable expenses with regard thereto and the Trustee shall have the power of attorney of the Trust Unitholder to do so. Any such sale of Trust Units or property may be made by private sale and upon that sale, the affected Trust Unitholder shall cease to be the holder of those Trust Units or that property. In the event that withholding taxes are exigible on any distribution or redemption amounts distributed under the Declaration of Trust and the Trust was unable to withhold taxes from a particular distribution to a Trust Unitholder or has not otherwise withheld taxes on particular distributions to the Trust Unitholders, the Trust shall be permitted to withhold amounts from other distributions to satisfy the withholding tax obligation. Each Trust Unitholder, by its acceptance of Trust Units, agrees that it shall indemnify and hold harmless the Trust for any amount required to be withheld as provided in this Section and that such Trust Unitholder is entitled to subsequent distributions from the Trust only to the extent that such distributions are, in the sole opinion of the Trustee , in excess of amounts sufficient to discharge the required withholding. Each Trust Unitholder, by its acceptance of Trust Units, grants the Trustee the power to do so.

No Liability for Sales

The Trustee shall have no liability whatsoever to any Trust Unitholders and no resort shall be had to the Trust Assets or the Trustee, as the case may be, for satisfaction of any obligation or claim against the Trustee or the Trust in connection with the Trust's sale of Trust Units under any provision herein to comply with its statutory obligations to withhold and remit an amount otherwise payable to the Trust Unitholders.

Redemption Rights

(a) The Trustee shall have the discretion to redeem Trust Units from holders of Trust Units that the Trustee reasonably believes are in the best interest of the Trust, on the written demand (each a "**Retraction Notice**") to such holder of Trust Units, to redeem all or any part of the Trust Units registered in the name of such holder of Trust Units for the Subscription Price (the "**Retraction Price**") of the Trust Units to be redeemed. Subject to the laws of general application, the Administrator shall be entitled in its discretion to determine and designate whether any payments in respect of any redemption are on account of income or capital.

(b) Each holder of Trust Units shall be entitled to require the Trust to redeem at any time or from time to time at the demand of such holder of Trust Units all or any part of the Trust Units registered in the name of such holder of Trust Units at the prices determined and payable in accordance with the terms and conditions hereinafter provided. The Trustee shall be entitled in its discretion to determine and designate whether any payments made in respect of any redemption are on account of income or capital.

Exercise of Redemption Right

(a) To exercise a right to require redemption of Trust Units under this Article 6, a duly completed and properly executed notice requesting the Trust to redeem Trust Units, in a form acceptable to the Trustee, acting reasonably, specifying the identity, capacity or authority of the person giving such notice and number of Trust Units to be so redeemed, shall be sent by a holder of Trust Units to the Trust at the office of the Trustee. The Trustee may request such further information or evidence, as it deems necessary, acting reasonably, to act on such redemption notice; and

(b) Upon receipt by the Trustee on behalf of the Trust of the notice to redeem Trust Units, the holder of Trust Units shall thereafter cease to have any rights with respect to the Trust Units tendered for redemption (other than to receive the redemption payment therefor unless the redemption payment is not made as provided for herein) including the right to receive any distributions thereon which are declared payable to the holders of Trust Units of record on a date which is subsequent to the day of receipt by the Trust of such notice. Trust Units shall be considered to be tendered for redemption on the date that the Trustee has, to its satisfaction, received the notice and other required documents or evidence as aforesaid.

Cash Redemption

Subject to Section 6.4 and Section 6.5 of the Declaration of Trust, upon receipt by the Trustee on behalf of the Trust of the notice to redeem Trust Units in accordance with Section 6.2 of the Declaration of Trust, the holder of the Trust Units tendered for redemption shall be entitled to receive a price per Trust Unit (hereinafter called the "**Redemption Price**") determined as follows: (i) within 24 months from the date of the Trust Unit Certificate representing Trust Units to be redeemed, the Redemption Price of $0.93 per Trust Unit shall be paid to a Trust Unitholder with respect to each Trust Unit to be redeemed; and (ii) if the request for redemption occurs at any time after the aforementioned 24 month period the Redemption Price shall be $1 per Trust Unit;

Subject to Section 6.4 and Section 6.5, the Redemption Price payable in respect of the Trust Units surrendered for redemption shall be satisfied by way of a cash payment on the Redemption Date.

Payments made by the Trust of the Redemption Price are conclusively deemed to have been made upon the mailing of a cheque in a postage prepaid envelope addressed to the former holder of Trust Units unless such cheque is dishonoured upon presentment. Upon such payment, the Trust shall be discharged from all liability to the former holders of Trust Units in respect of the Trust Units so redeemed.

No Cash Redemption in Certain Circumstances

The Trust shall not be required to make a payment in cash of for the Redemption Price with respect to Trust Units tendered to for redemption pursuant to a Redemption Notice if:

i. in the sole opinion of the Trustee, the payment of the Redemption Price in cash by the Trust would not be in the best interest of the Trust having regard to the then current cash position of the Trust; or

ii. the Trust, in the sole opinion of the Trustee, is able to make a cash payment with respect to the Redemption Price and the total amount payable by the Trust pursuant to Section 6.3 of the Declaration of Trust in respect of such Trust Units tendered for redemption in the same quarter exceeds $75,000 (the "**Quarterly Limit**"); provided that the Trustee may, in its sole discretion, waive such limitation in respect of all Trust Units tendered for redemption in any Fiscal Quarter. Trust Units tendered for redemption in any Fiscal Quarter in which the total amount payable by the Trust pursuant to Subsection 6.3(b) of the Declaration of Trust exceeds the Quarterly Limit will be redeemed for cash on a *pro-rata* basis up to the Quarterly Limit pursuant to Subsection 6.3(b) and, unless any applicable regulatory approvals are required, by a distribution of a Redemption Notes under Section 6.5 of the Declaration of Trust, for the balance; or

iii. the redemption of Trust Units will result in the Trust losing its status as a "mutual fund trust" for the purposes of the Tax Act.

Redemption Price Paid by Redemption Notes

If, pursuant to Section 6.4 of the Declaration of Trust, a cash payment for the whole of all the Units tendered for redemption by a Trust Unitholder is not applicable to Trust Units tendered for redemption by a holder of Trust Units, then the Trustee, as soon as reasonably practicable, shall advise the Trust Unitholders in writing that the Redemption Price for the Trust Units tendered for redemption pursuant to Section 6.2 of the Declaration of Trust will be paid in whole or in part by Redemption Notes, and such Trust Unitholders shall have 15 Business Days from the date of the Trustees' notice hereunder to rescind their redemption. If not rescinded, the Redemption Price shall, subject to all necessary regulatory approvals, be paid and satisfied by the Trust issuing promissory notes ("**Redemption Notes**") on the terms and conditions set out below:

(a) If the Trust is not required to pay the Redemption Price with respect to the Trust Units by way of cash in accordance with the terms and conditions above, then the Redemption Price per Trust Unit, subject to all necessary regulatory approvals, if any, shall be paid and satisfied:

(i) by the Trust issuing a promissory note (each a "**Redemption Note**") having an interest rate that is equal to five percent (5%) simple interest per annum, calculated from the day the Note is issued and such other commercially reasonable terms as the Trustee may prescribe, including the right of the Trust to repay the principal amount of the Note or and portion thereof without notice or penalty, subject to a maximum term of three (3) years from the date of issue, or such shorter period as determined in the sole discretion of the Trustee, provided that the applicable interest shall be paid annually on the anniversary date of the issue of the Note; or

(ii) by any combination of Redemption Notes or other assets held by the Trust.

The Redemption Price payable in respect of the Trust Units tendered for redemption during any month shall be paid by to or to the order of the holder of Trust Units who exercised the right of redemption, on or before the 30th of the month proceeding the last month of the Fiscal Quarter in which the Trust Units were tendered for redemption. Payments by the Trust of the Redemption Price are conclusively deemed to have been made upon the mailing of the instruments representing the Redemption Price issued by the Trust by registered mail in a postage prepaid envelope addressed to the former holder of Trust Units. Upon such payment, the Trust shall be discharged from all liability to the former holder of Trust Units in respect of Units so redeemed.

Hardship Redemption

A Trust Unitholder, or his or her personal representative, as the case may be, shall be entitled to request the Trust to redeem (a "**Hardship Redemption**") up to the entire amount of a Trust Unitholder's Trust Units, for the Hardship Redemption Amount per Unit, at any time upon written notice (a "**Hardship Redemption Notice**") to the head office of the Trust, in the event of the death or permanent disability of an individual Trust Unitholder holding Trust Units or in the event of the death or permanent disability of the spouse of an individual Trust Unitholder holding Trust Units or upon any act whether voluntary or involuntary of bankruptcy by an individual Trust Unitholder holding Trust Units. The approval of any request for a Hardship Redemption shall only occur when permitted by law and shall be at the sole and unfettered discretion of the Trustee. Where a Hardship Redemption is approved by the Trustee, the Trust shall pay the aggregate of the Hardship Redemption Amount in cash to a Trust Unitholder within 60 days of the receipt of a Hardship Redemption Notice.

Purchase/Redemption for Cancellation

The Trust may from time to time purchase for cancellation some or all of the Trust Units (or other securities of the Trust which may be issued and outstanding from time to time) by private agreement or pursuant to tenders received by the Trust upon request for tenders addressed to one or more holders of record of Trust Units.

The Trustee may redeem some or all of the Trust Units if there is a change in government legislation that materially affects the business of the Partnership or upon the Partnership ceasing to carry on business, for the fair market value per Trust Unit (the "**FMV per Unit**"). The Trustee, acting in a commercially reasonable manner, shall determine the FMV per Unit in its sole discretion.

Cancellation of all Redeemed Trust Units

All Trust Units which are redeemed or purchased for cancellation under this Article 6 shall be cancelled and such Trust Units shall no longer be outstanding and shall not be reissued.

APPOINTMENT, RESIGNATION AND REMOVAL OF THE TRUSTEE

Appointment of Trustee

A person who is appointed as a Trustee hereunder, other than the Initial Trustee whose consent to act is given by its signature hereto, must, either before or after such election or appointment, consent in writing to do so. Upon the later of a person being appointed as a Trustee hereunder and executing and delivering to the Trust a consent substantially as set forth in Section 8.1, such person shall become a Trustee hereunder and shall be deemed to be a party (as a Trustee) to the Declaration of Trust, as amended from time to time.

A Trustee ceases to hold office when:

(a) they/it resigns or shall be declared bankrupt or insolvent or shall enter into liquidation, whether compulsory or voluntary, to wind up their/its affairs;

(b) they/it are removed in accordance with Section 8.3 of the Declaration of Trust; or

(c) they/it cease to be duly qualified to act as a Trustee.

A resignation of a Trustee becomes effective the date a written resignation is received by the Trust, or on the date specified in the resignation.

Upon a Trustee ceasing to hold office as such hereunder, such Trustee shall cease to be a party (as a Trustee) to the Declaration of Trust; provided, however, that such Trustee shall continue to be entitled to be paid any amounts owing by the Trust to that Trustee and to the benefits of the indemnity provided in the Declaration of Trust. Upon the resignation or removal of a Trustee, or upon a Trustee otherwise ceasing to be a Trustee, such Trustee shall cease to have the rights, privileges and powers of a Trustee hereunder, shall execute and deliver such documents as the successor Trustee(s) shall require for the conveyance of any Trust property, including without limitation the Trust Assets, held in such Trustee's name, shall account to the successor Trustee(s) as they may require for all property which that Trustee holds as Trustee, and shall thereupon be discharged as a Trustee.

Removal of a Trustee

The Trust Unitholders may remove the Trustee from office, by Extraordinary Resolution at a meeting of Trust Unitholders called for that purpose. A meeting of the Trust Unitholders to remove the Trustee from office may only be held once every 12 months. Notice of such removal shall be provided to such Trustee no less than 15 days prior to the effective date of the removal unless otherwise agreed to in writing. A vacancy created by the removal of a Trustee may be filled by Ordinary Resolution at the meeting of Trust Unitholders at which the Trustee is removed or, if not so filled with respect to the appointment of a replacement Trustee, shall be filled as set forth in Section 8.5 of the Declaration of Trust.

Vacancies

No vacancy of the office of the Trustee shall operate to annul the Declaration of Trust or affect the continuity of the Trust.

Filling Vacancies

The remaining Trustee or Trustee(s) (as the case may be) may fill a vacancy of the resulting through the resignation or death of a Trustee without the approval of the Trust Unitholders.

Restriction on Trustee's Powers

In respect of any obligations that the Trust is required to assume, the Trustee will use commercially reasonable efforts to ensure that these are in writing and contain provisions to exempt the Trust Unitholders from any liability thereunder and to limit any such liability in respect of the Trust Assets.

Audit, Accounting and Reporting

The Trust's fiscal year will be December 31.

On or before the 90th day subsequent to December 31 in each calendar year, the Trustee will provide to Trust Unitholders who received distributions from the Trust in the prior calendar year, such information regarding the Trust required by Canadian law to be submitted to Trust Unitholders for income tax purposes to enable Trust Unitholders to complete their Canadian income tax returns in respect of the prior calendar year.

The Trustee will send (or make available if sending is not required under applicable securities laws) to Trust Unitholders at least 21 days prior to the date of each general meeting of Trust Unitholders, or if no general meeting is to be held in that year within six (6) months of the fiscal year end, the annual audited financial statements of the Trust, together with comparative financial statements for the preceding fiscal year, if any, and the report of the Auditors thereon referred to in Section 17 of the Declaration of Trust.

such audited financial statements shall be prepared in accordance with GAAP as may be required; provided that such statements and the obligations to deliver such statements may vary from such principles to the extent required to comply with applicable securities laws or securities regulatory requirements or to the extent permitted by applicable securities regulatory authorities.

Standard of Care

The Trustee shall exercise its powers and carry out its functions hereunder as Trustee honestly, in good faith and in the best interests of the Trust and the Trust Unitholders and, in connection therewith, shall exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. Unless otherwise required by law, the Trustee shall not be required to give bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustee, in its capacity as Trustee, shall not be required to devote its entire time to the business and affairs of the Trust.

Conflicts of Interest

Without affecting or limiting the duties and responsibilities or the limitations and indemnities provided herein, the Trustee and the Related Parties are hereby expressly permitted to:

(a) be, or be an associate or an affiliate of, a person from or to whom assets of the Trust have been or are to be purchased or sold;

(b) be, or be an associate or an affiliate of, a person with whom the Trust contracts or deals or which supplies services or extends credit to the Trust or to which the Trust extends credit;

(c) acquire, hold and dispose of, either for its own account or the accounts of its customers, any assets not constituting part of the Trust Assets, even if such assets are of a character which could be held by the Trust, and exercise all rights of an owner of such assets as if it were not a trustee;

(d) derive direct or indirect benefit, profit or advantage from time to time as a result of dealing with the Trust or the relationships, matters, contracts, transactions, affiliations or other interests stated in this section without being liable to the Trust or any Trust Unitholder for any such direct or indirect benefit, profit or advantage;

(e) the Related Parties may, in the future, be associated with other investment funds, which funds may, have similar investment objectives as the Trust or the Partnership. The Related Parties shall not be associated with any other investment funds in the future that are actively raising investment capital that have similar investment objectives as the Trust or the Partnership until such time as the Trust has definitively concluded any offering of Trust Units pursuant to exemptions under National Instrument 45-106 *Prospectus Exemptions*;

(f) the Trustee may take actions to resolve a conflict of interest matter between the Trustee, any of the Related Parties and the Trust without the approval of the Trust Unitholders; and

(g) the Trust Unitholders agree that the activities set forth in sub-paragraphs (a)-(f) of this Section 9.13 shall not constitute a breach of fiduciary duty by the Trustee or the Related Parties to the Trust or the Trust Unitholders and the Trust Unitholders hereby consent to such activities and the Trust Unitholders waive, relinquish and renounce any right to participate in, and any other claim whatsoever with respect to any such activities. The Trust Unitholders further agree that no party referred to in this Section 9.13 will be required to account to the Trust or any Trust Unitholders for any benefit or profit derived from any such activities or from such similar or competing activity or any transactions referred to in this Section 9.13 hereunder unless such activity is contrary to the express terms of this Agreement or Applicable Laws.

Limitations on Liability of Trustee(s)

(a) The Trustee, shall not be liable to any Trust Unitholder or any other person, in tort, contract or otherwise, in connection with any matter pertaining to the Trust or the Trust Assets, arising from the exercise by the Trustee of any powers, authorities or discretion conferred under the Declaration of Trust, including, without limitation, any action taken or not taken, in good faith in reliance on any documents that are, prima facie, properly executed, any depreciation of, or loss to, the Trust Assets incurred by reason of the sale of any asset, any inaccuracy in any evaluation provided by any other appropriately qualified person, any reliance on any such evaluation, or any action or failure to act (including failure to compel in any way any former Trustee to redress any breach of trust or any failure by the Trustee to perform its duties under the Declaration of Trust), unless such liabilities arise out of the gross negligence, wilful misconduct or bad faith of the Trustee. If the Trustee has retained an appropriate expert, advisor, Counsel or the Auditors with respect to any matter connected with its duties under the Declaration of Trust or any other contract, the Trustee may act or refuse to act based on the advice of such expert, advisor, Counsel or the Auditors, and the Trustee shall not be liable for and shall be fully protected from any loss or liability occasioned by any action or refusal to act based on the advice of any such expert, advisor, Counsel or the Auditors;

(b) Subject to the standard of care set out in Section 9.5, the Trustee shall not be subject to any liability whatsoever in tort, contract or otherwise, in connection with Trust Assets or the affairs of the Trust, including, without limitation, in respect of any loss or diminution in value of any Trust Assets, to the Trust or to the Trust Unitholders or to any other person for anything done or permitted to be done by the Trustee; provided that the foregoing limitation shall not apply to any liability of the Trustee that arises out of the Trustee's gross negligence, wilful misconduct or bad faith. The Trustee shall not be subject to any personal liability for any debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses against or with respect to the Trust arising out of anything done or permitted or omitted to be done in respect of the execution of the duties of the office of Trustee for or in respect to the affairs of the Trust. No property or assets of the Trustee, owned in its personal capacity or otherwise, will be subject to any levy, execution or other enforcement procedure with regard to any obligations under the Declaration of Trust or under any other related agreements. No recourse may be had or taken, directly or indirectly, against the Trustee in its personal capacity. The Trust shall be solely liable therefor and resort shall be had solely to the Trust Assets for payment or performance thereof; and

(c) Any liability of the Trustee for, or in respect of, or that arises out of, or results from the Trustee's breach of the Declaration of Trust shall be limited, in the aggregate, to the amount of remuneration paid by the Trust to the Trustee under the Declaration of Trust in the twelve months immediately before the Trustee first receiving written notice of such liability; provided that the foregoing limitation shall not apply to any liability of the Trustee that arises out of the Trustee's gross negligence, wilful misconduct or bad faith.

Indemnification of Trustee

The Trust hereby indemnifies and agrees to hold harmless the Trustee, its affiliates, their officers, directors, employees, agents, successors and assigns (the "**Indemnified Parties**") from and against any and all liabilities whatsoever, losses, damages, penalties, claims, demands, actions, suits, proceedings, costs, charges, assessments, judgments, expenses and disbursements, including reasonable legal fees and disbursements of whatever kind and nature which may at any time be imposed on or incurred by or asserted against the Indemnified Parties, or any of them, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of the Indemnified Parties' duties, or any other services that the Trustee may provide in connection with or in any way relating to the Declaration of Trust. The Trust agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding; provided that the Trust shall not be required to indemnify the Indemnified Parties in the event of the gross negligence, wilful misconduct or bad faith of the Trustee, and this provision shall survive the resignation or removal of the Trustee or the termination or discharge of the Declaration of Trust.

Transfer of Trust Units

The right to transfer Trust Units hereunder is restricted such that no Trust Unitholder shall be entitled to transfer Trust Units to any person unless the transfer has been approved by the Trustee and the Trustee shall have the power to restrict the transfer of the Trust Units on the books of the Trust without liability to Trust Unitholders or others who are thereby restricted from making a transfer;

Trust Units shall be transferable on the register or one of the branch transfer registers only by the Trust Unitholders of record thereof or their executors, administrators or other legal representatives or by their agents or attorneys duly authorized in writing, and only upon delivery to the Trust or to the Transfer Agent of the certificate therefor, properly endorsed or accompanied by a duly executed instrument of transfer or power of attorney and accompanied by all necessary transfer or other taxes imposed by law, together with such evidence of the genuineness of such endorsement, execution and authorization and other matters that may reasonably be required by the Transfer Agent, and no transfer of Units shall be effective or shall be in any way binding upon the Trust until the transfer has been recorded on the register or one of the branch transfer registers maintained by the Transfer Agent. Upon such delivery the transfer shall be recorded on the register or branch transfer registers and a new certificate for the Units shall be issued to the transferee and a new certificate for the balance of Units not transferred shall be issued to the transferor;

Any person becoming entitled to any Units as a consequence of the death, bankruptcy or mental incompetence of any Trust Unitholder, or otherwise by operation of law, shall be recorded as the holder of such Units (and shall receive a new certificate therefor upon submission of the existing certificate for cancellation) only upon production of satisfactory evidence, but until such record is made the Trust Unitholder of record shall continue to be and be deemed to be the holder of such Trust Units for all purposes whether or not notice of such death or other event has been given; and

Trust Unit Certificates representing any number of Units may be exchanged without charge for Trust Unit Certificates representing an equivalent number of Units in the aggregate. Any exchange of Trust Unit Certificates may be made at the offices of the Trust or the Transfer Agent where registers are maintained for Trust Unit Certificates pursuant to the provisions of this Article 13. Any Trust Unit Certificates tendered for exchange shall be surrendered to the Trustee or appropriate Transfer Agent and then shall be cancelled.

Limitation of Non-Resident Ownership

(a) It is in the best interest of Trust Unitholders that the Trust always qualify as a "mutual fund trust" under the Tax Act and in order to ensure the maintenance of such status:

i. if determined necessary or desirable by the Trustee in its sole discretion, the Trust may from time to time, among other things, take all necessary steps to monitor the activities of the Trust and ownership of the Trust Units. If at any time the Trust becomes aware that the activities of the Trust and/or ownership of the Trust Units by Non-Residents may threaten the status of the Trust under the Tax Act as a "mutual fund trust", the Trust is authorized to take such action as may be necessary in the opinion of the Trustee to maintain the status of the Trust as a "mutual fund trust" including, without limitation, the imposition of restrictions on the issuance by the Trust of Trust Units or the transfer by any Trust Unitholder of Trust Units to a Non-Resident and/or require the sale of Trust Units by Non-Residents on a basis determined by the Trustee and/or suspend distribution and/or other rights in respect of Trust Units held by Non-Residents transferred contrary to the foregoing provisions or not sold in accordance with the requirements thereof;

ii. in addition to the foregoing provisions, the Transfer Agent may, if determined appropriate by the Trustee, establish operating procedures for, and maintain, a reservation system which may limit the number of Trust Units that Non-Residents may hold, limit the transfer of the legal or beneficial interest in any Trust Units to Non-Residents unless selected through a process determined appropriate by the Trustee, which may either be a random selection process or a selection process based on the first to register, or such other basis as determined by the Trustee. The operating procedures relating to such reservation system shall be determined by the Trustee. Such operating procedures may, among other things, provide that any transfer of a legal or beneficial interest in any Trust Units contrary to the provisions of such reservation system may not be recognized by the Trust;

iii. unless and until the Trustee shall have been required to do so under the terms hereof, the Trustee shall not be bound to do or take any proceeding or action with respect to this Section 13.5 by virtue of the powers conferred on it hereby. The Trustee shall not be required to actively monitor the foreign holdings of the Trust. The Trustee shall not be liable for any violation of the non-resident ownership restriction, which may occur during the term of the Trust; and

iv. the Trustee shall have the sole right and authority to make any determination required or contemplated under this Section 13.5. The Trustee shall make all determinations necessary for the administration of the provisions of this Section 13.5 and, without limiting the generality of the foregoing, if the Trustee considers that there are reasonable grounds for believing that a contravention of the non-resident ownership restriction has occurred or will occur, the Trustee shall make a determination with respect to the matter. Any such determination shall be conclusive, final and binding except to the extent modified by any subsequent determination by the Trustee.

Term of Trust

Subject to the other provisions of the Declaration of Trust, the Trust shall exist until December 31, 2029 however the Trustee, with the consent of the Trustee may, in its sole discretion, upon written notice to the Trust Unitholders of not less than 180 days, extend the term of the Trust to December 31, 2031. For the purpose of terminating the Trust by such date, the Trustee shall commence winding-up the affairs of the Trust on such date as may be determined by the Trustee, being not more than two (2) years prior to the end of the term of the Trust.

The term of the Trust may be extended by the Trust Unitholders by Ordinary Resolution at a meeting of Trust Unitholders called by the Trustee for that purpose.

The Trust Unitholders may vote by Extraordinary Resolution to terminate the Trust at any meeting of Trust Unitholders duly called for such purpose, following which the Trustee shall commence to wind-up the affairs of the Trust (and shall thereafter be restricted to only such activities). Such Extraordinary Resolution may contain such directions to the Trustee as the Trust Unitholders determine.

The Trustee shall provide the Trust Unitholders with written notice of the termination: (i) forthwith after a determination by the Trustee pursuant to Section 14.1 of the Declaration of Trust and (ii) forthwith after the adoption of an Extraordinary Resolution pursuant to section 14.3. Such notice shall designate the time or times at which Trust Unitholders may surrender their Trust Units for cancellation and the date at which the registers of Trust Units shall be closed.

After a determination by the Trustee pursuant to Section 14.1 of the Declaration of Trust, the adoption of an Extraordinary Resolution pursuant to Section 14.3 of the Declaration of Trust the Trustee shall undertake no activities except for the purpose of winding-up the affairs of the Trust as hereinafter provided, and, for this purpose, the Trustee shall continue to be vested with and may exercise all or any of the powers conferred upon them under the Declaration of Trust.

After the date referred to in Section 14.5 of the Declaration of Trust, the Trustee shall proceed to wind-up the affairs of the Trust as soon as may be reasonably practicable and for such purpose shall, subject to any direction to the contrary in respect of a termination authorized under Section 14.3 of the Declaration of Trust, sell and convert into money the assets comprising the Trust, including without limitation the Trust Assets, in one transaction or in a series of transactions at public or private sales and do all other acts appropriate to liquidate the Trust, and shall in all respects act in accordance with the directions, if any, of the Trust Unitholders (in respect of a termination authorized under Section 14.3 of the Declaration of Trust). If the Trustee is unable to sell all of the assets which comprise part of the Trust Assets by the date set for termination, the Trustee may, subject to obtaining all necessary regulatory approvals, distribute the remaining shares or other assets directly to the holders of Trust Units in accordance with their pro-rata interests. The Trustee shall have no liability for any amounts received provided that it shall have acted in good faith.

General and Special Meetings of Trust Unitholders

(a) General meetings of the Trust Unitholders shall be called, at a time and at a place in Calgary, Alberta set by the Trustee. A general meeting of the Trust Unitholders shall be called within 18 months of the Effective Date, and thereafter within 15 months of the previous general meeting. The business transacted at such meetings shall include the presentation of the financial statements of the Trust for the preceding fiscal years, the appointment of Auditors for the ensuing years, and the transaction of such other business as Trust Unitholders may be entitled to vote upon as hereinafter provided in Article 12 of the Declaration of Trust or as the Trustee may determine or as may be properly brought before the meeting;

(b) special meetings of the Trust Unitholders may be called by the Trustee at any time and for any purpose;

(c) Trust Unitholders holding in the aggregate not less than 25% of all votes entitled to be voted at a meeting of Trust Unitholders may requisition the Trustee to call a special meeting of Trust Unitholders for the purposes stated in the requisition. The requisition shall:

(i) be in writing;

(ii) set forth the name and address of, and number of Trust Units and Exchangeable Securities (and votes attached thereto which, in the aggregate, must not be less than 25% of all votes entitled to be voted at a meeting of Trust Unitholders) held by each person who is supporting the requisition; and

(iii) shall state in reasonable detail the business to be transacted at the meeting and shall be sent to the Trustee.

(iv) upon receiving a requisition complying with the foregoing, the Trustee shall call a meeting of Trust Unitholders to transact the business referred to in the requisition, unless:

(A) a record date for a meeting of Trust Unitholders has been fixed;

(B) the Trustee have called a meeting of Trust Unitholders and have given notice thereof pursuant to Section 12.2 of the Declaration of Trust; or

(C) in connection with the business as stated in the requisition:

(1) it clearly appears that a matter covered by the requisition is submitted by the Trust Unitholders primarily for the purpose of enforcing a personal claim or redressing a personal grievance against the Trust, the Trustee, or the Trust Unitholders, or primarily for the purpose of promoting general economic, political, religious, social or similar causes or primarily for a purpose that does not relate in a significant way to the business or affairs of the Trust;

(2) the Trust, at the Trust Unitholder's request, had previously included a matter substantially the same as a matter covered by the requisition in an information circular relating to a meeting of Trust Unitholders held within 36 months preceding the receipt of such requisition and the Trust Unitholders failed to present the matter, in person or by proxy, at the meeting;

(3) substantially the same matter covered by the requisition was submitted to Trust Unitholders in an information circular relating to a meeting of Trust Unitholders held within 36 months preceding the receipt of such requisition and the matter covered by the requisition was defeated; or

(4) the rights conferred by this Section are being abused to secure publicity;

(d) if the Trustee does not, within 90 days after receiving the requisition, call a meeting (except where the grounds for not calling the meeting are one or more of those set forth in subsection (c)(iv)(C) above), any Trust Unitholder who signed the requisition may call the meeting in accordance with the provisions of Article 12, *mutatis mutandis*;

(e) meetings of Trust Unitholders shall be held in Calgary, Alberta, or at such other place in Canada as the Trustee shall designate;

(f) the chair of any general or special meeting shall be a person designated by the Trustee for the purpose of such meeting;

(g) the Trustee, the Auditors and any other person approved by the Trustee or the chair of the meeting may attend meetings of the Trust Unitholders;

(h) any person entitled to attend a meeting of Trust Unitholders may participate in the meeting, subject to and in accordance with applicable securities laws, if any, by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, if the Trust makes available such a communication facility. A person participating in a meeting by such means is deemed for the purposes of the Declaration of Trust to be present at the meeting; and

(i) if the Trustee or the Trust Unitholders call a meeting of Trust Unitholders pursuant to the Declaration of Trust, the Trustee or Trust Unitholders, as the case may be, may determine that the meeting shall be held, subject to and in accordance with applicable securities laws, if any, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

Notice of Meetings

Notice (a "**Meeting Notice**" or "**Notice**") of all meetings of Trust Unitholders shall be given:

(i) by email or any other electronic means, to the email address of each Trust Unitholder as shown on the records of the Trust. "Electronic means" means any communication sent by the Trust or Trustee through its authorized and secured computer programme which is capable of producing confirmation and keeping record of such communication addressed to the Trust Unitholder. The Trust shall ensure that it uses a system which produces confirmation of the total number of Trust Unitholder's emailed and a record of each Trust Unitholder to whom the Notice has been sent and a copy of such record and any failed transmission receipt and shall be retained by the Trust as "proof of transmission"; or

(ii) by unregistered mail, postage prepaid, addressed to each Trust Unitholder at the Trust Unitholder's last address on the books of the Trust;

A Meeting Notice shall be mailed or emailed at least 21 days and not more than 50 days before the meeting. Such Notice shall specify the time when, and the place where, such meeting is to be held and shall specify the nature of the business to be transacted at such meeting in sufficient detail to permit a Trust Unitholder to form a reasoned judgment thereon, together with the text of any Extraordinary Resolution, at the time of mailing or emailing the Meeting Notice, proposed to be passed.

Any adjourned meeting, other than a meeting adjourned for lack of a quorum under Section 12.3 of the Declaration of Trust, may be held as adjourned without further notice to the Trust Unitholders;

The accidental omission to give a Meeting Notice or the non-receipt of a Meeting Notice by a Trust Unitholder shall not invalidate any resolution passed at any such meeting. Notwithstanding the foregoing, a meeting of Trust Unitholders may be held at any time without a Meeting Notice if all the Trust Unitholders are present or represented thereat or those not so present or represented have waived Notice. Any Trust Unitholder (or a duly appointed proxy of a Trust Unitholder) may waive any Meeting Notice required to be given under the provisions of this Section, and such waiver, whether given before or after the meeting, shall cure any default in the giving of such Notice; and a Meeting Notice given pursuant to this Section shall be deemed to have been given:

(i) three Business Days following that on which the letter or document was posted, if mailed; or

(ii) on the date of delivery, if sent by electronic transmission, if emailed or sent by any other form of electronic means.

Quorum

At any meeting of the Trust Unitholders, subject as hereinafter provided, a quorum shall consist of two or more individuals present in person either holding personally or representing as proxies not less in aggregate than ten percent (10%) of the votes attached to all outstanding Units. In the event of such quorum not being present at the appointed place on the date for which the meeting is called within 30 minutes after the time fixed for the holding of such meeting, the meeting, if called by request of Trust Unitholders, shall be terminated and, if otherwise called, shall stand adjourned to such day being not less than 7 days later and to such place and time as may be appointed by the chair of the meeting. If at such adjourned meeting a quorum as above defined is not present, the Trust Unitholders then present either personally or by proxy shall form a quorum, and any business may be brought before or dealt with at such an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

Resolutions Binding the Trust

In addition to any other provisions set forth herein requiring the approval of Trust Unitholders in respect to certain matters, or as a condition precedent to taking certain actions set forth below, it is agreed that:

(a) the Trustee shall not, without the approval of the Trust Unitholders by Extraordinary Resolution sell, lease, exchange or transfer all or substantially all of the Trust Assets other than pursuant to in specie redemptions permitted hereunder, or

(b) Trust Unitholders shall also be entitled to pass resolutions that will bind the Trust only with respect to the following matters:

(i) extension of the term of the Trust by Ordinary Resolution in accordance with Section 14.2 of the Declaration of Trust;

(ii) the removal of a Trustee as provided in Section 8.3 of the Declaration of Trust;

(iii) the approval or removal of Auditors as provided in Article 17 of the Declaration of Trust; and

(iv) the termination of the Trust as provided in Section 14.2 of the Declaration of Trust.

Except with respect to the above matters set out in this Section 12.5 of the Declaration of Trust, no action taken by the Trust Unitholders or any resolution of the Trust Unitholders at any meeting shall in any way bind the Trustee. Any action taken or resolution passed in respect of any matter on which Trust Unitholder approval is required under the Declaration of Trust other than with respect to the matter set forth in sub-paragraph (i) above shall be by Extraordinary Resolution, unless the contrary is otherwise expressly provided under any specific provision of the Declaration of Trust.

Voting Rights of Trust Unitholders

Only Trust Unitholders of record shall be entitled to vote and each Unit shall entitle the holder or holders of that Unit on a poll vote at any meeting of Trust Unitholders to the voting rights set out herein. Every question submitted to a meeting shall, unless a poll vote is demanded, be decided by a show of hands vote, on which every person present and entitled to vote shall be entitled to one vote per Unit held by such person. At any meeting of Trust Unitholders, any holder of Units entitled to vote thereat may vote by proxy and a proxy-holder need not be a Trust Unitholder, provided that no proxy shall be voted at any meeting unless it shall have been received by the Transfer Agent for verification at least 24 hours prior to the commencement of such meeting, or such lesser time as the chairman of the meeting may allow. When any Unit is held jointly by several persons, any one of them may vote at any meeting in person or by proxy in respect of such Unit, but if more than one of them shall be present at such meeting in person or by proxy, and such joint owners or their proxies so present disagree as to any vote to be cast, such vote purporting to be executed by or on behalf of a Trust Unitholder shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

Meaning of "Extraordinary Resolution" and "Ordinary Resolution"

(a) "**Extraordinary Resolution**" when used in the Declaration of Trust means, subject to Article 12 of the Declaration of Trust, a resolution proposed to be passed as a special resolution at a meeting of Trust Unitholders (including an adjourned meeting) duly convened for that purpose and held in accordance with the provisions of Article 12 of the Declaration of Trust which meeting shall be attended by of not less than 67% of the Trust Unitholders listed on the Register and such resolution must be passed by not less than 67% of the votes attaching to the Trust Units held by Trust Unitholders represented in person or by proxy at the meeting;

(b) "**Ordinary Resolution**" when used in the Declaration of Trust means, subject to this Article (and further, subject to compliance with the requirements of any applicable laws that prohibit specified Trust Unitholders from voting on resolutions in specified circumstances), a resolution proposed to be passed at a meeting of Trust Unitholders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article and passed by more than 50% of the votes cast on such resolution by Trust Unitholders represented in person or by proxy at the meeting; and

(c) votes on any resolution shall be by show of hands unless the chair of the meeting or a Trust Unitholder requests a poll.

Resolutions in Writing

Notwithstanding any other provision of the Declaration of Trust: (i) a resolution in writing executed by Trust Unitholders holding more than 50% of the votes attached to outstanding Units at any time shall be as valid and binding as an Ordinary Resolution; and (ii) or 67% of the votes attached to outstanding Units at any time comprising not less than 67% of the Trust Unitholders listed on the Register shall be as valid and binding as an Extraordinary Resolution, for all purposes of the Declaration of Trust as if such Trust Unitholders had exercised at that time all of the voting rights to which they were then entitled under Section 12.5 or Section 12.6 of the Declaration of Trust in favour of such resolution at a meeting of Trust Unitholders duly called for the purpose.

Permitted Amendments

The provisions of the Declaration of Trust, except where specifically provided otherwise, may only be amended by Extraordinary Resolution; provided that the provisions of the Declaration of Trust may also be amended by the Trustee, without the consent, approval or ratification of the Trust Unitholders or any other person at any time:

(a) for the purpose of ensuring continuing compliance with applicable laws, regulations or policies of any governmental authority having jurisdiction over the Trustee or the Trust;

(b) in a manner which provides, in the opinion of the Trustee, additional protection for the Trust Unitholders or to obtain, preserve or clarify the provision of desirable tax treatment to the Trust Unitholders;

(c) ensuring that the Trust will satisfy the provisions of the Tax Act with respect to retaining its qualification as a "mutual fund trust", pursuant to subsection 132(6) of the Tax Act, as the Tax Act may be amended from time to time;

(d) to ensure that the Trust is not considered a "SIFT trust" as defined in the Tax Act;

(e) in a manner which, in the opinion of the Trustee and supported by opinion of Counsel, is necessary or desirable as a result of changes in Canadian taxation laws;

(f) to remove any conflicts or inconsistencies in the Declaration of Trust or to make minor corrections which are, in the opinion of the Trustee, necessary or desirable and not prejudicial to the Trust Unitholders;

(g) to change the status of, or the laws governing, the Trust which, in the opinion of the Trustee supported by opinion of Counsel, is desirable in order to provide Trust Unitholders with the benefit of any legislation limiting their liability; or

(h) an amendment that, in the sole discretion of the Trustee, does not materially adversely affect the Trust Unitholders in any respect,

but notwithstanding the foregoing, no such amendment shall modify the voting rights of any Trust Unit or reduce the fractional undivided interest in the Trust assets represented by any Trust Unit without the consent of the holder of such Trust Unit, and no amendment shall reduce the percentage of votes required to be cast at a meeting of the Trust Unitholders for the purpose of Section 11.1 of the Declaration of Trust without the consent of the holders of all of the Trust Units then outstanding.

SUMMARY OF THE FUNDING AGREEMENT

The Partnership has entered into a Funding Agreement with the Fund which Agreement is dated May 16, 2019.

This is a summary only and is subject to the complete terms and conditions of the Funding Agreement.

The Partnership has agreed to pay all costs of the Offering and all costs incurred by the Fund in connection thereto and in connection with the transactions described in the Offering Memorandum including without limitation, all costs incurred by the Fund in the administration of investors in the Fund on a post-closing basis.

SUMMARY OF THE MANAGEMENT AGREEMENT

The Partnership has entered into a Management Agreement with the Manager which Agreement is dated March 15, 2019 (the "**Effective Date**").

This is a summary only and is subject to the complete terms and conditions of the Management Agreement.

In this section the following terms shall have the indicated meaning:

"**Agreement**" means the "Management Agreement".

"**Management Services**" shall mean the management, supervision and direction of the business of the Partnership ("the "**Partnership Business**") as described below under the heading Management Services in the broadest sense, and without restricting the generality of the foregoing shall include identifying Borrowers, negotiating and finalizing Partnership Loans to Borrowers and providing any and all other services which may be required from time to time to effectively carry out the management of the Partnership Business;

Management Services

(a) From and after the Effective Date and thereafter until the Management Agreement is terminated in accordance with Article 7 of the Management Agreement (the "**Term**"), the Manager shall provide and furnish the Management Services to the Partnership.

(b) Functions and duties to be exercised and carried on by the Manager under the terms of the Agreement shall at all times be subject to the direction and control of the board of directors of the General Partner and nothing contained in the Agreement shall operate in any way to derogate from or prejudice the exercise of the power and authority of the board of directors of the General Partner, or to authorize the Manager to do any act or things which, according to law or the Partnership Agreement, must be done by the board of directors of the General Partner.

Appointment As Agent

Subject to the Partnership Agreement, the Partnership appoints the Manager as the agent of the Partnership, for the purposes of making all arrangement, signing all documents and doing all other acts and things that will be necessary for the Manager to provide and perform the Management Services in accordance with the Agreement. The Partnership acknowledges that it will be bound by all agreements, documents and acts properly made or taken by the Manager in accordance with the Agreement.

Reports To The Partnership

(a) The Manager will submit periodic reports to the General Partner regarding the Manager's activities under the Management Agreement as the General Partner may, from time to time, reasonably request.

(b) The Manager shall at any time on the request of the General Partner provide:

(i) full and complete information with respect to business done or operations carried on by the Manager for the Partnership's account under the terms hereof;
(ii) full and complete access to and inspection of all books, records and accounts maintained for the Partnership by the Manager; and
(iii) full right and access to and inspection of all property managed, supervised or operated by the Manager for the Partnership's account.

Term

The obligations of the Manager to provide the Management Services and of the Partnership to pay fees and expenses under the Management Agreement, and the appointment of the Manager to provide the Management Services and to act as agent for the Partnership under the Management Agreement, will continue during the Term which commences on the Effective Date and ends upon the effective date of the removal or resignation of the Manager.

Management Fee

The Partnership shall pay an annual management fee for the Term of the Management Agreement (the "**Management Fee**") to the Manager as follows:

(i) the Partnership shall pay to the Manager two percent (2%) of the aggregate of all funds raised by the Partnership through the issue of Class A limited partnership units by the Partnership, together with any provincial or federal sales tax as may be applicable thereon. The Partnership shall pay the Manager the Management Fee within five (5) business days of each distribution of Class A limited partnership units; and

(ii) commencing on January 1, 2020, the Partnership shall pay the Manager a further Management Fee in addition to the Fee referenced in sub-paragraph (i) above of two percent (2%) of the total funds raised from the issue of Class A limited partnership units by the Partnership from inception to December 31st of the preceding year. This Fee shall be paid on January 1 of each of the remaining years of the term of the Partnership or such other date as shall be mutually agreed to in writing by the General Partner and the Manager. The Partnership shall pay the Manager the Management Fee together with any provincial or federal sales tax as may be applicable thereon.

Expenses

Except as expressly assumed by the Manager pursuant to the terms of the Management Agreement, the Partnership will be responsible for all costs, charges and expenses directly reasonably and properly incurred by the Manager in the performance of the Management Services, including:

(a) all costs, fees, charges and expenses incurred for all agents, legal counsel, accountants, tax advisors and other advisors engaged on behalf of the Partnership;
(b) a reasonable allocation of the overhead and general or administrative expenses of the Manager related to the Management Services; and
(c) will either pay the amounts directly or at the direction of the Manager or will promptly reimburse the Manager with respect thereto.

Reimbursement

The Partnership will reimburse the Manager for all costs, charges and expenses properly incurred by the Manager in the ordinary course of the Partnership Business and payable by the Partnership under the Management Agreement and not specifically agreed to be borne by the Manager.

Manager Indemnity

The Manager will indemnify and save harmless the Partnership from and against any and all suits, claims, demands, liabilities, actions, causes of action, costs and expenses which arise from or are attributable to the negligence or willful misconduct of the Manager or its directors, officers, agents and employees acting within the scope of their employment, in the performance of the Management Services.

Services Not Exclusive

Nothing in the Agreement shall prevent the Manager or any affiliate of the Manager or any director, officer, employee or shareholder of the Manager from providing management for and advisory services to another person engaging in a business similar to the Partnership Business or from engaging in any other lawful activity.

Limitation of Liability of the Manager

None of the Manager and its officers, directors, employees or agents shall be liable to the Partnership or to any Limited Partner for any act, omission, receipt, neglect or default of any other person, firm or corporation employed or engaged by the Manager as permitted in the Management Agreement, or for any loss, damage or expense caused to the Partnership arising out of the act or omission of any person with whom any funds, investment or property of the Partnership shall be deposited, or for any loss occasioned by any error in judgment on the part of the Manager, or for any other loss or damage to the Partnership which may occur during or in the course of the performance of its obligations, responsibilities, powers, discretions or authorities under the Management Agreement, unless the particular loss, damage or expense shall be attributable to the willful misfeasance, bad faith or proven negligence of the Manager in the performance of the obligations, responsibilities, powers, discretions or authorities under the Management Agreement, or, shall be attributed to the Manager's reckless disregard of those obligations and responsibilities, power, discretions or authorities.

Resignation by the Manager

The Manager may resign at any time during the Term by giving 90 days prior written notice to the Partnership. If the Partnership does not remove the Manager in accordance with the terms of the Management Agreement, then the appointment of the Manager will continue until the Manager gives not less than 90 days prior written notice of resignation. Despite the foregoing, no resignation shall be effective until the earlier of the appointment of a successor to the Manager or an additional 90 day period has passed.

Removal of the Manager

The Partnership may remove the Manager and terminate the Management Agreement upon written notice to the Manager for any of the following reasons:

(a) if the Manager is declared bankrupt or adjudged insolvent or if the Manager makes a general assignment for the benefit of its creditors;
(b) if the Manager otherwise becomes incapable of performing its responsibilities under the Management Agreement;
(c) if the Manager is found by a court of competent jurisdiction to have been guilty of bad faith, willful misfeasance, gross negligence or reckless disregard of its obligations and duties; or
(d) if the Partnership is wound up or otherwise terminated in accordance with the terms and conditions of the Partnership Agreement.

Delivery of Records on Termination

Upon the termination of its obligations under the Management Agreement, the Manager will immediately deliver to or to the order of the Partnership all records of or relating to the Partnership in its custody, possession or control.

Payment on Termination

Following the end of the termination of the Management Agreement, the Partnership will remain liable for the payment to the Manager of, and upon the Manager's demand therefore will pay to the Manager, any and all unpaid fees payable under the Management Agreement and all unpaid expenses incurred and payable to the Manager in accordance with the provisions of the Management Agreement.

SUMMARY OF THE PARTNERSHIP AGREEMENT

The following is a summary of the Partnership Agreement which is dated March 14, 2019 as amended June 14, 2019, as amended September 19, 2019 and as may be further amended, restated or supplemented from time to time. This is a summary only and is subject to the complete terms and conditions of the Partnership Agreement. Additional terms of the Partnership Agreement are referenced in Item 2.1.2 - "The Partnership".

For the purposes of this summary the term "Extraordinary Resolution" means:

(i) a resolution approved through the votes cast in person or by proxy at a duly constituted meeting of Limited Partners comprising not less than 67% of the Limited Partners present at a meeting of the Limited Partners or at any adjournment thereof called in accordance with the Partnership Agreement and representing 67% or more of the votes attaching to the LP Units cast in person or by proxy; or

(ii) a written resolution in one or more counterparts signed by Limited Partners comprising not less than 67% of the Limited Partners and representing 67% or more of the votes attaching to the LP Units;

LP Units

Only the holders of the LP Units will be entitled to one vote for each LP Unit on any resolution to be passed by the holders of LP Units. The holders of LP Units are entitled to receive, and the General Partner shall, subject to applicable law and the terms of the Partnership Agreement, from time to time pay distributions on the LP Units as the General Partner determines. Such distributions will be paid out of money, assets or property of the Partnership, properly applicable to the payment of distributions as applicable.

Issuance of LP Units

The General Partner is authorized to, in its Discretion, cause the Partnership to issue at any time and from time to time an unlimited number of Class A LP Units with each Class A LP Unit having a Capital Contribution amount of not less than $1 per Class A LP Unit, on such terms and conditions of the offering and sale of Units as the General Partner, in its Discretion, may determine including accepting payment of consideration therefore in the form of cash, property and/or past services, and may do all things in that regard, including preparing and filing prospectuses, offering memoranda and other documents.

The General Partner is authorized to, in its Discretion, cause the Partnership to issue at any time and from time to 50,000,000 Class B LP Units on such terms and conditions of the offering and sale of Units as the General Partner, in its Discretion, may determine.

The General Partner may do all things necessary or advisable in connection with the issue of Units from time to time including determining the requirements for a satisfactory subscription form, preparing and filing prospectuses, offering memoranda and other documents, paying the expenses of issue and entering into agreements with any Person for a commission or fee.

Upon acceptance by the General Partner of any subscription for Units, all Partners are deemed to consent to the admission of the subscriber as a Limited Partner, the General Partner will cause the Register to be amended, and such other documents as may be required by the Act or under legislation similar to the Act in other provinces or the territories to be filed or amended, specifying the prescribed information and will cause the foregoing information in respect of the new Limited Partner to be included in Partnership books and records.

Limitation of Liability

(a) The General Partner is not personally liable for the return of any Capital Contribution made by a Limited Partner to the Partnership;

(b) Subject to the terms of the Partnership Agreement, the General Partner will not be liable to a Limited Partner for any act, omission or error in judgment taken or made hereunder by the General Partner honestly and in good faith in the conduct of the business of the Partnership;

(c) The General Partner may rely, and is protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(d) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted in reliance upon the opinion (including, without limitation, an opinion of counsel) of such Persons as to matters that the General Partner reasonably believes to be within such Person's professional or expert competence will be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion;

(e) The General Partner may exercise any of the powers or authority granted to it by the Partnership Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents (as contemplated in the Partnership Agreement), and the General Partner is not responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith; and

(f) Any standard of care or duty imposed under the Partnership Act or any applicable law shall be modified, waived or limited as required to permit the General Partner to act under the Partnership Agreement or any other agreement contemplated by the Partnership Agreement and to make any decision pursuant to the power or authority prescribed in the Partnership Agreement, so long as such action is reasonably believed by the General Partner to be in, or not opposed to, the best interests of the Partnership.

Indemnity of the General Partner

To the fullest extent permitted by law but subject to the limitations expressly provided in the Partnership Agreement, each General Partner, any former General Partner (a "**Departing Partner**"), any Person who is or was an Affiliate of the General Partner or any Departing Partner, any Person who is or was an officer, director, employee, partner, agent or trustee of the General Partner or any Departing Partner or any such Affiliate, or any Person who is or was serving at the request of the General Partner or any Departing Partner or any such Affiliate as a director, officer, employee, partner, agent or trustee of another Person (collectively, an "**Indemnitee**") is indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including, without limitation, legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as: (i) the General Partner, a Departing Partner or any of their Affiliates; (ii) an officer, director, employee, partner. agent or trustee of the General Partner, any Departing Partner or any of their Affiliates; or (iii) a Person serving at the request of the General Partner, any Departing Partner or any of their Affiliates as a director, officer, employee, agent or trustee of another Person; provided, that in each case the Indemnitee acted in good faith, in a manner which such Indemnitee believed to be in, or not opposed to, the best interests of the Partnership and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction does not create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification is to be made only out of the assets of the Partnership.

To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding are to be, from time to time, advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnitee to repay such amount if it is determined that the Indemnitee is not entitled to be indemnified as authorized in this Section.

The indemnification provided by this Section is in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the Partners, as a matter of law or otherwise, both as to actions in the Indemnitee's capacity as: (i) the General Partner, a Departing Partner or an Affiliate thereof, (ii) an officer, director, employee, partner, agent or trustee of the General Partner, any Departing Partner or an Affiliate thereof, or (iii) a Person serving at the request of the General Partner, any Departing Partner or any of their Affiliates as a director, officer, employee, agent or trustee of another Person, and shall continue as to an Indemnitee who has ceased to serve in such capacity and as to actions in any other capacity.

The Partnership may purchase and maintain insurance (or reimburse the General Partner or its Affiliates for the cost of insurance), on behalf of the General Partner and such other Persons as the General Partner determines, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Partnership's activities, whether or not the Partnership would have the power to indemnify such Person against such liabilities under the provisions of the Partnership Agreement.

Powers, Duties and Obligations of the General Partner

(a) The General Partner has:

(i) unlimited liability for the debts, liabilities and obligations of the Partnership;

(ii) subject to the terms of the Partnership Agreement, and to any applicable limitations set forth in the Partnership Act and applicable similar legislation, the full and exclusive right, power and authority to manage, control, administer and operate the business and affairs and to make decisions regarding the undertaking and business of the Partnership; and

(iii) the full and exclusive right, power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying out the business of the Partnership.

An action taken by the General Partner on behalf of the Partnership is deemed to be the act of the Partnership and binds the Partnership.

(b) Notwithstanding any other agreement the Partnership or the General Partner may enter into, all material transactions or agreements entered into by the Partnership must be approved by the board of directors of the General Partner.

Specific Powers and Duties

Without limiting the generality of the foregoing the General Partner has full power and authority for and on behalf of and in the name of the Partnership to:

(a) negotiate, execute and perform all agreements which require execution by or on behalf of the Partnership involving matters or transactions with respect to the Partnership's business (and such agreements may limit the liability of the Partnership to the assets of the Partnership, with the other party to have no recourse to the assets of the General Partner, even if the same results in the terms of the agreement being less favourable to the Partnership);

(b) open and manage bank accounts in the name of the Partnership and spend the capital of the Partnership in the exercise of any right or power exercisable by the General Partner hereunder;

(c) borrow funds in the name of the Partnership from time to time, from financial institutions or other lenders as the General Partner may determine without limitation with regard to amount, cost or conditions of reimbursement of such loan;

(d) see to the sound management of the Partnership, and to manage, control and develop all the activities of the Partnership and take all measures necessary or appropriate for the business of the Partnership or ancillary thereto;

(e) incur all costs and expenses in connection with the Partnership;

(f) employ, retain, engage or dismiss from employment, personnel, agents, representatives or professionals or other investment participants with the powers and duties upon the terms and for the compensation as in the Discretion of the General Partner may be necessary or advisable in the carrying on of the business of the Partnership;

(g) engage agents or subcontract administrative functions, to assist the General Partner to carry out its management obligations to the Partnership;

(h) invest cash assets of the Partnership that are not immediately required for the business of the Partnership in investments which the General Partner considers appropriate;

(i) act as attorney in fact or agent of the Partnership in disbursing and collecting moneys for the Partnership, paying debts and fulfilling the obligations of the Partnership and handling and settling any claims of the Partnership;

(j) commence or defend any action or proceeding in connection with the Partnership;

(k) file returns or other documents required by any governmental or like authority;

(l) retain legal counsel, experts, advisors or consultants as the General Partner considers appropriate and rely upon the advice of such Persons;

(m) do anything that is in furtherance of or incidental to the business of the Partnership or that is provided for in the Partnership Agreement;

(n) execute, acknowledge and deliver the documents necessary to effectuate any or all of the foregoing or otherwise in connection with the business of the Partnership;

(o) obtain any insurance coverage; and

(p) generally carry out the objectives, purposes and business of the Partnership.

No Person dealing with the Partnership is required to enquire into the authority of the General Partner to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf of or in the name of the Partnership.

The General Partner may insert, and may cause agents of the Partnership to insert, the following clause in any contracts or agreements to which the Partnership is a party or by which it is bound:

> "OKR Premium Fund II LP is a limited partnership formed under the *Partnership Act* (Alberta), a limited partner of which is only liable for any of its liabilities or any of its losses to the extent of the amount that it has contributed or agreed to contribute to its capital and its pro rata share of any undistributed income."

Resignation and Removal of the General Partner and Appointment of New General Partner

The General Partner may not be removed as general partner of the Partnership, except as follows:

(a) the occurrence of any of the following events which has not been cured by the General Partner within thirty (30) days of the occurrence thereof:

  (i) the passing of any resolution of the directors or shareholders of the General Partner requiring or relating to the bankruptcy or the making of any assignment for the benefit of creditors of the General Partner (or the commencement of any act or proceeding in connection with any of the foregoing which is not contested in good faith by the General Partner); or

  (ii) the appointment of a receiver of all or substantially all of the assets and undertakings of the General Partner; or

(b) the occurrence of any gross negligence, willful misconduct or fraud on the part of the General Partner as determined in a final judgment (not subject to further appeal) by a court of competent jurisdiction.

Upon the occurrence of any of the preceding events and the passing of an Extraordinary Resolution by the Limited Partners for the removal of the General Partner, the General Partner shall be removed as the General Partner of the Partnership effective upon the appointment of a new general partner and acceptance of such appointment. Any such action by the Limited Partners for removal of the General Partner must also provide for the election and succession of a new general partner.

Transfer of LP Units

No Limited Partner may transfer any of the LP Units owned by it except to Persons under the manner expressly permitted in the Partnership Agreement. Any attempted transfer of LP Units made in violation of the Partnership Agreement will be null and void and the General Partner will not approve any transfer of LP Units made in contravention of the Partnership Agreement.

Powers Exercisable by Extraordinary Resolution and Special Resolution

The following powers are only exercisable by the Limited Partners holding LP Units:

(a) by Special Resolution, dissolving the Partnership, except as otherwise provided for under Section 10.2(b) of the Partnership Agreement;

(b) by Extraordinary Resolution, removing the General Partner and electing a new general partner in accordance with Section 7.12 of the Partnership Agreement;

(c) by Extraordinary Resolution amending, modifying, altering or repealing any Special Resolution previously passed by the Limited Partners;

(d) by Special Resolution, amending this Agreement pursuant to Section 11.1 of the Partnership Agreement; and

(e) by Special Resolution, determining to reconstitute the Partnership under Section 10.4 of the Partnership Agreement.

DISTRIBUTIONS

Distributable Cash

(a) The General Partner may in its Discretion make distributions of Distributable Cash as follows:

(i) firstly, $100 annually to the General Partner;

(ii) secondly, to the Limited Partners holding Class A LP Units, in accordance with their Class A Proportionate Shares, until there has been distributed to the Limited Partners holding Class A LP Units pursuant to this section an amount of cash equal to such Limited Partners then Cumulative Preferred Return Deficiency, if any, whereupon distributions shall thereafter be made;

(iii) thirdly, (a) 50% to the Limited Partners holding Class A LP Units, and (b) 50% to the Limited Partners holding Class B LP Units in accordance with their Class B Proportionate Shares;

(iv) fourthly, if at any time there are no Limited Partners, then any amount which would have been allocated to the Limited Partners will be allocated to the General Partner.

(b) If the General Partner determines to make a distribution of Distributable Cash, the General Partner will distribute Distributable Cash pursuant to sub-paragraph (a) above to the Partners whose names appear on the Register on the date on which such distribution is being made. Distributions made under the Partnership Agreement will be net of any tax required by law to be withheld by the General Partner on behalf of the Partnership.

(c) The General Partner, in its Discretion, may issue Class A LP Units to the Limited Partners holding Class A LP Units, in lieu of making a cash distribution of Distributable Cash. Each such Class A LP Unit issued shall have a Capital Contribution amount of $1 per Class A LP Unit.

AMENDMENT

Amendment Procedures

Except as provided for below under the heading *"Amendment by General Partner"*, all amendments to the Partnership Agreement are to be made in accordance with the following requirements. To be valid for the purposes hereof, each such proposal must contain the text of the proposed amendment. If an amendment is proposed, the General Partner will seek the approval of the Limited Partners by a Special Resolution.

Amendment Requirements

Notwithstanding the provisions of Article 11 of the Partnership Agreement, no amendment to the Partnership Agreement may: (i) reduce the term of the Partnership; (ii) give any Person the right to dissolve the Partnership, other than the General Partner's right to dissolve the Partnership with the approval of the Limited Partners by a Special Resolution; (iii) amend any of the terms of the powers exercised by Extraordinary Resolution or Special Resolution of the Limited Partners; or (iv) modify the amendment provisions in Article 11 of the Partnership Agreement, without the express prior written consent of the General Partner, which consent may be unreasonably withheld.

Amendment by General Partner

Each Limited Partner agrees that the General Partner without the approval of any Limited Partner may amend any provision of the Partnership Agreement, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership or the location of the principal place of business of the Partnership or the registered office of the Partnership;

(b) admission, substitution, withdrawal or removal of Limited Partners in accordance with the Partnership Agreement;

(c) an amendment that, in the sole Discretion of the General Partner, is reasonable and necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership in which the Limited Partners have limited liability under the applicable laws;

(d) an amendment that, in the sole Discretion of the General Partner, is reasonable and necessary or appropriate to enable Partners to take advantage of, or not be detrimentally affected by, changes in the Tax Act or other taxation laws; and

(e) an amendment that, in the sole Discretion of the General Partner, does not materially adversely affect the Limited Partners in any respect.

Notice of Amendments

The General Partner will notify the Limited Partners in writing of the full details of any amendment to the Partnership Agreement within 30 days of the effective date of the amendment.

MEETINGS OF LIMITED PARTNERS

Requisitions of Meetings

The General Partner may call a general meeting of Limited Partners at such time and place as it deems appropriate in its absolute Discretion for the purpose of considering any matter set forth in the notice of meeting. In addition, where Limited Partners holding not less than 50% of the outstanding LP Units (the "**Requisitioning Partners**") give notice signed by each of them to the General Partner, requesting a meeting of the Limited Partners and stating the proposed business to be transacted at the meeting in reasonable detail sufficient to give valid notice, the General Partner will, within 90 days of receipt of such notice, convene such meeting, and if it fails to do so, any Requisitioning Partners may convene such meeting by giving notice in accordance with the Partnership Agreement. Every meeting of Limited Partners, however convened, must be conducted in accordance with the Partnership Agreement.

Term

Subject to the terms and conditions of below, the term for which the Partnership shall exist until December 31, 2029. All provisions of the Partnership Agreement relative to dissolution, winding up and termination shall be cumulative, such that, the exercise or use of one of the provisions of the Partnership Agreement shall not preclude the exercise or use of any other provision.

Events of Dissolution

Notwithstanding the above terms, the Partnership will be dissolved upon the occurrence of any of the following events:

(a) the Partnership is dissolved or wound-up by the express written mutual agreement of the Partners; or

(b) upon the occurrence of any of the following events:

  (i) the election of the General Partner to dissolve the Partnership, if approved by a Special Resolution;

  (ii) the removal or resignation of the General Partner unless the General Partner is replaced as provided in the Partnership Agreement; or

  (iii) except as otherwise provided herein, any event which causes the dissolution of a limited partnership under the laws of the Province of Alberta.

Procedure on Dissolution

Upon the occurrence of any of the events set forth in Section 10.2(a) or (b) of the Partnership Agreement, the General Partner (or in the event of an occurrence specified in Section 10.2(b) (ii) of the Partnership Agreement, such other Person as may be appointed by Ordinary Resolution of the Limited Partners) will act as receiver and liquidator of the assets of the Partnership and is empowered hereby to:

(a) sell or otherwise dispose of such part of the Partnership's assets as the receiver considers appropriate;

(b) pay or provide for the payment of the debts and liabilities of the Partnership and liquidation expenses;

(c) if there are any assets of the Partners remaining, distribute such remaining assets as follows:

  (i) firstly, $100 annually to the General Partner;

  (ii) secondly, to the Limited Partners holding Class A LP Units, in accordance with their Class A Proportionate Shares, until there has been distributed to the Limited Partners holding Class A LP Units pursuant to Section 5.3 of the Partnership Agreement an amount of cash equal to such Limited Partners then Cumulative Preferred Return Deficiency, if any, whereupon distributions shall thereafter be made;

  (iii) thirdly, (a) 50% to the Limited Partners holding Class A LP Units, and (b) 50% to the Limited Partners holding Class B LP Units in accordance with their Class B Proportionate Shares; and

  (iv) fourthly, if at any time there are no Limited Partners, then any amount which would have been allocated to the Limited Partners will be allocated to the General Partner.

(d) file the notice of dissolution prescribed by the Partnership Act and satisfy all applicable formalities in such circumstances as may be prescribed by the laws of other jurisdictions where the Partnership is registered. In addition, the General Partner will give prior notice of the dissolution of the Partnership by mailing to each Limited Partner such notice at least 21 days prior to the filing of the declaration of dissolution prescribed by the Partnership Act; and

(e) file any elections, determinations or designations under the Tax Act or under any similar legislation which may be necessary or desirable.

SUMMARY OF THE LOAN AGREEMENTS

The following is a summary of the anticipated material terms of a Loan Agreement. The final terms of a Loan Agreement may vary, in some cases materially, from the terms below based on a number of factors including the financial status of the Borrower at the time a Loan is made, the business of the Borrower, the amount of the Loan, the amount of the Financing Receivable and the Government Research and Development Financing Program to which the Financing Receivable relates.
For the purposes hereof:

The term "**Securities**" shall mean the security documents to be provided by the Borrower to the Partnership pursuant to the terms of the Loan Agreement; and

The term "**Property**" means all of the undertaking, property and assets of the Borrower subject to the Securities.

ADVANCES

1. The Partnership Loan will be made in multiple advances on terms as shall be agreed to between the Partnership and a Borrower.
2. The Partnership may deduct from the advance of the Term Loan the following, as applicable and in connection to the Partnership Loan: legal fees, appraisal fees, interest adjustment, prepayment penalties, and other amounts.
3. Advances on account of the Partnership Loan or any portion thereof once repaid by the Borrower will not be re-advanced by the Partnership other than through a new Loan to a Borrower.

Conditions Precedent to Advance

The obligation of the Partnership to advance the Partnership Loan is subject to the fulfillment of the following conditions to the satisfaction of the Partnership:

1. the Borrower irrevocably assigning to the Partnership all of the Borrower's Financing Receivable;
2. the Borrower providing the Partnership with its most recent monthly report which includes: a current revenue and expense statement for the past month, a variance report for the past month showing actual revenue and expenses versus budgeted revenue and expenses, a year-to-date variance report showing actual revenue and expenses versus budgeted revenue and expenses, a detailed current balance sheet and a summary of all material events of the past month;
3. the Borrower will have duly authorized, executed and delivered the Securities and the Securities will have been registered, filed and recorded in all offices in which, in the opinion of the Partnership, acting reasonably, registration is necessary or of advantage to preserve or perfect the priority of the security interests intended to be created thereby.

CRIMINAL CODE COMPLIANCE

In a Loan Agreement the terms "**interest**", "**criminal rate**" and "**credit advanced**" have the meanings ascribed to them in s. 347 of the *Criminal Code* (Canada) as amended from time to time. The Borrower and the Partnership agree that, notwithstanding any agreement to the contrary, no interest on the credit advanced by the Partnership will be payable in excess of that permitted under the laws of Canada. If the effective rate of interest, calculated in accordance with generally accepted actuarial practices and principles, would exceed the criminal rate on the credit advanced, then:

(a) the elements of return which fall within the term "**interest**" shall be reduced to the extent necessary to eliminate such excess;

(b) any remaining excess that has been paid will be credited towards prepayment of the Principal; and

(c) any overpayment that may remain after such crediting will be returned forthwith to the Borrower upon demand,

and, in the event of dispute, a Fellow of the Canadian Institute of Actuaries appointed by the Partnership shall perform the relevant calculations and determine the reductions, modifications and credits necessary to effect the foregoing and the same will be conclusive and binding on the parties.

PREPAYMENT AND EXTENSION

Prepayment - The Borrower has the right, at any time when not in default hereunder or under the Securities, to prepay the whole or any portion of the balance outstanding without notice or bonus provided that any such payments will be applied first to interest accrued to the date of payment and second to principal and provided further that any such payment will not be taken in substitution of any monthly installment.

Extension of Balance Due Date - If the Partnership is willing to extend the maturity date of a Loan (each a "**Balance Due Date**"), the Partnership will, not less than 30 days before the Balance Due Date, send an offer (the "**Offer to Extend**") to the Borrower offering to extend the Balance Due Date and to modify the Loan Agreement. The Offer to Extend will also state:

(a) If the Partnership is offering only one Balance Due Date, interest rate and regular periodic payment to the Borrower:

  (i) the proposed new Balance Due Date;

  (ii) the proposed interest rate payable under the Agreement after the Balance Due Date which is to be extended; and

  (iii) if equal combined payments of principal and interest are to be made, the amount of equal combined payments of principal and interest to be made during the extension period;

(b) If the Partnership is offering alternative new Balance Due Dates, interest rates and regular periodic payments to the Borrower:

  (i) the proposed alternative new Balance Due Dates;

  (ii) the proposed alternative new interest rates;

  (iii) if equal combined payments of principal and interest are to be made, the amount of equal combined payments of principal and interest to be made during the extension period of the alternative selected; and

  (iv) any other amendments that the Partnership proposes to make to the Loan Agreement.

POSITIVE COVENANTS

The Borrower will covenant with the Partnership:

(a) that it will at all times maintain its corporate existence;

(b) that it will carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practices;

(c) that it will keep or cause to be kept proper books of account in accordance with sound accounting practice;

(d) that it has good title and possession of the Property save any permitted encumbrances and such other encumbrances registered against the Borrower accepted by the Partnership;

(e) that it will pay and discharge as they become due all payments due and owing under, or with respect to, any previous indebtedness created or security given by the Borrower to any person or corporation, including the Partnership, and will observe, perform and carry out all the terms, covenants, provisions and agreements relating thereto and any default in payment of any monies due and payable under or relating to any previous indebtedness or security or in the observance, performance or carrying out of any of the terms, covenants, provisions and agreements relating thereto will be deemed to be a default hereunder at the option of the Partnership and any and all remedies available to the Partnership hereunder by reason of any default hereunder or by law or otherwise will be forthwith available to the Partnership upon any default of the Borrower under the previous security;

(f) that if the Borrower defaults in any covenant to be performed by it hereunder or under the Securities the Partnership may perform any covenant of the Borrower capable of being performed by the Partnership and if the Partnership is put to any costs, charges, expenses or outlays to perform any such covenant, the Borrower will indemnify the Partnership for such costs, charges, expenses or outlays and such costs, charges, expenses or outlays incurred by the Partnership (including solicitors' fees and charges incurred by the Partnership) will be secured by the Securities;

(g) that in any judicial proceedings taken to enforce the Agreement and the covenants of the Borrower hereunder or to enforce or redeem the Securities or to foreclose the interest of the Borrower in any property subject thereto the Partnership will be entitled to costs on a special costs basis. Any costs so recovered will be credited against any solicitors' fees and charges paid or incurred by the Partnership relating to the matters in respect of which the costs were awarded and which may have been charged by the Partnership in accordance with clause (f) above;

Financial and Other Information – Throughout the term of the Agreement, the Borrower will supply to the Partnership at the request of the Partnership:

(a) annual financial statements of the Borrower, prepared at least to a "**Review Engagement**" basis, within 90 days of the fiscal year end of the Borrower;

(b) monthly reports which include: a current revenue and expense statement for the past month, a variance report for the month showing actual revenue and expenses versus budgeted revenue and expenses, a year-to-date variance report showing actual revenue and expenses, a detailed current balance sheet and a summary of all material events of the past month; and

(c) such other financial or other information as the Partnership may require from time to time acting reasonably.

NEGATIVE COVENANTS

The Borrower covenants with the Partnership during the term of the Agreement not to:

(a) make, give or create or attempt to make, give or create any mortgage, charge, lien or encumbrance upon the Property or any part or parts thereof ranking or purporting to rank prior to or *pari passu* with the Securities or any of them other than any permitted encumbrances;

(b) demolish, remove or destroy any of the Property or any part or parts thereof or cause or permit the demolition, or removal or destruction of the same except in the ordinary course of business;

(c) make any sale or dispose of any substantial part of the Property at less than market value and then only in the ordinary course of business and if the Borrower disposes of the whole or any substantial part of the Property it will hold the proceeds of the sale thereof in trust for the Partnership;

(d) subject to the provisions of Article 6 of the Agreement or the terms of any other loan agreement made between the Borrower and the Partnership, pay or satisfy, before the due date thereof, any obligation of the Borrower;

(e) make any payments to any person other than in the ordinary course of the Borrower's business;

(f) make loans or extend credit to any person (including specifically if it is a corporation, any directors, officers or shareholders of the Borrower and any person related by blood or marriage to such persons or any corporation controlled by such person or relative or by the Borrower) except customers of the Borrower in the ordinary course of business;

(g) purchase or redeem any of its shares or otherwise reduce its share capital;

(h) declare or provide for any dividends or other payments based upon share capital;

(i) raise or borrow any money from any person other than the Partnership or trade creditors in the ordinary course of business;

(j) acquire any new business or undertaking;

(k) make or enter into any commitment to make capital expenditures in any one calendar year in excess of $50,000.00 which amount will not be cumulative from year to year;

(l) guarantee, indemnify any person for, or endorse for accommodation, the obligations of any other person, directly or indirectly;

(m) sell, agree to sell or otherwise dispose of any of the Property subject to a specific mortgage or charge under the Securities; or

(n) assign or agree to assign all or any part of the Borrower's Financing Receivable.

EVENTS OF DEFAULT

Events of Default - The whole of the outstanding balance of the Partnership Loan (including principal, interest and all other amounts) will immediately become due and payable and the Securities will become enforceable in each and every of the following events:

(a) if the Borrower fails to repay the amounts owing under the Agreement to the Partnership within three (3) business days of receipt of the refund from the Canada Revenue Agency for a Financing Receivable;

(b) if the Borrower fails to pay to the Partnership any amount of money pursuant to this Agreement as such payment falls due, including the failure of the Borrower to pay the amount due on the Balance Due Date, unless the Balance Due Date has been extended in accordance with the terms of the Loan Agreement;

(c) if the Borrower fails to observe or perform something hereby required to be done or some covenant or condition hereby required to be observed or performed;

(d) if the Borrower does, or permits to be done, anything which the Borrower has herein agreed not to do or permit to be done;

(e) if any representation or warranty given by the Borrower (or any director or officer thereof if the Borrower is a corporation) is untrue in any material respect on the date of the Borrower executing the Agreement;

(f) if an order is made or a resolution passed for the winding-up of the Borrower, or if a petition is filed for the winding-up of the Borrower;

(g) if the Borrower commits or threatens to commit any act of bankruptcy or becomes insolvent or makes an assignment or proposal under the *Bankruptcy and Insolvency Act* or similar applicable law in any European country or the United States or a general assignment in favour of its creditors or a bulk sale of its assets, or if a bankruptcy petition is filed or presented against the Borrower;

(h) if any proceedings with respect to the Borrower are commenced under the *Companies Creditors Arrangement Act* or similar applicable law in any European country or the United States;

(i) if any execution, sequestration, extent or any other process of any Court become enforceable against the Borrower or if a distress or analogous process is levied against the property of the Borrower or any part thereof;

(j) if the Borrower permits any sum which has been admitted as due by the Borrower or is not disputed to be due by the Borrower and which forms or is capable of being made a charge upon any of the Property in priority to the Securities to remain unpaid after proceedings have been taken to enforce the same as a prior charge;

(k) if the Borrower defaults in payment of any indebtedness or liability to the Partnership (whether secured hereby or not) or to any other lender;

(l) except in the ordinary course of business if, without the prior written consent of the Partnership, the Borrower sells, agrees to sell licenses, leases, subleases, agrees to lease or sublease or otherwise disposes or agrees to dispose of its assets or any part or parts thereof or any interest therein;

(m) if, without the prior written consent of the Partnership, the Borrower grants or agrees to grant any further mortgage of the Borrower's assets or any part or parts thereof or any interest therein or otherwise permits the Borrower's assets to be encumbered in any manner other than by a permitted encumbrances and such other encumbrances registered against the Borrower on the date the Agreement is executed by the Borrower;

(n) if, without the prior written consent of the Partnership, there is in the opinion of the Partnership acting reasonably a change of effective control of the Borrower;

(o) if an event of default occurs under any of the Partnership security or with respect to other indebtedness secured by the Partnership security; or

(p) ceases or threatens to cease to carry on all or substantially all of its business.

SUMMARY OF THE 2019 JOINT LENDING AGREEMENT

The following is a summary of the 2019 Joint Lending Agreement which is dated May 16, 2019 This is a summary only and is subject to the complete terms and conditions of the 2019 Joint Lending Agreement.

Capitalized terms below that are not defined herein or otherwise in this Offering Memorandum shall have the same meanings as ascribed to them in the 2019 Joint Lending Agreement.

Reference to "OKR Financial II" below is to Old Kent Road Financial II Inc., a private corporation controlled by the holding companies of Dr. Neale and R. Stewart Thompson. OKR Financial II manages loans made by OKR Finance LP including its participation in 2019 Loans.

For the purposes of the disclosure below, (i) the term "**Available Funds**" means the aggregate amount of funds of a Lender held by Adminco pursuant to the terms of the 2019 Joint Lending Agreement that are available for deployment for 2019 Loans; (ii) the term "**Lenders**" means collectively the Partnership, OKR Finance LP, OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II and "**Lender**" means any of one of the Lenders; and (iii) the term "**Lender's Share**" means, with respect to any Lender, its undivided right, title and interest in the 2019 Loan indebtedness and the loan documents which shall equal the percentage proportion that the amount advanced by that Lender, as part of a 2019 Loan, bears to the aggregate principal amount so advanced by each of the Lenders with respect to a 2019 Loan.

Each of the Lenders will contribute funds to a 2019 Loan based on the percentage that a Lender's Available Funds represents in relation to the aggregate of the available funds of all of the Lenders at the time of funding of a 2019 Loan. See the headings in Item 2.2 – "2019 Loans" and "Example of the Funding of a 2019 Loan" for an example of the funding of a 2019 Loan pursuant to the terms of the 2019 Joint Lending Agreement.

Each Lender shall be entitled to receive its Lender's Share of all monies recovered from a realization on the Securities in the event of a default by a Borrower under a 2019 Loan.

Each Lender shall bear its Lender's Share of all losses and expenses suffered as a result of an Event of Default by a Borrower, including all fees, costs and expenses incurred by Adminco in enforcing and realizing on the Securities, subject to the terms and conditions set forth in the 2019 Joint Lending Agreement.

All payments of principal and interest required to be made by a Borrower under a Loan Agreement shall be paid by the Borrower to Adminco and be held in trust for the benefit of the Lenders. Adminco shall be authorized to re-advance all such principal payments so received as principal for new 2019 Loans to new or previous Borrowers in accordance with the terms and conditions of the 2019 Joint Lending Agreement. Adminco shall not re-advance interest payments paid by Borrowers to Adminco.

All Interest Receipts received by Adminco shall be allocated to the Lenders in accordance with each Lender's Share with respect to each 2019 Loan. Notwithstanding anything to the contrary contained in this 2019 Joint Lending Agreement, interest payments ("**Interest Receipts**") received by Adminco from the Borrowers under the Loan Agreements shall be distributed, after deduction of any costs or expenses to which Adminco is entitled to under the 2019 Joint Lending Agreement, as set forth in sub-paragraphs (a),(b) and (d) below.

(a) Adminco shall distribute to each of the Partnership, OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II, their respective Lender's Share of Interest Receipts collected by Adminco in each calendar quarter within 10 days of March 31, June 30, September 30 and December 31 in each year of the term of the 2019 Joint Lending Agreement or on such other dates or dates as each of the above Parties shall agree to with Adminco.

(b) Where Interest Receipts are not sufficient to allow for Adminco to make the payments referenced in sub-paragraph (a) above, Adminco may use such funds on deposit in the OKR Finance LP Account as are necessary to allow Adminco to make the above payments in full to OKR Finance LP or OKR Financial II as the case may be.

In the event that OKR Finance LP receives a written request (each a "**Liquidity Request**") for liquidity from the general partner of OKR Diversified LP, the following procedures shall apply:

(a) OKR Finance LP will provide OKR Financial II and Adminco with at least 55 days' prior written notice before the end of each quarter of any Liquidity Request required in order to satisfy any Cash Liquidity Needs, which notice shall include reference to the applicable advance(s) of funds from OKR Finance LP to Adminco to which the Liquidity Request relates;

(b) the maximum amount of any Liquidity Request shall be 7.5% of OKR Finance LP's monthly assets under management on the last day of the last month of the quarter in which a Liquidity Request has been received by Adminco;

(c) no Liquidity Request relating to an advance of funds from OKR Finance LP to Adminco will be required to be satisfied within the first 6 months following the date of such advance;

(d) Adminco shall use reasonable commercial efforts to procure funds for the Cash Liquidity Needs from OKR Finance LP's Lender's Share of the 2019 Loan(s) relating to the applicable advance(s) in accordance with the procedures above.

If Adminco determines that all or a portion of the liquidity required by the terms of this Agreement cannot be provided in the timeframe required by OKR Finance LP, then the following procedures shall apply:

(a) Adminco shall select outstanding Loan Indebtedness from one or more of the five "highest risk" 2019 Loans (based on Internal Credit Score) in which OKR Finance LP holds an interest in an amount which matches the remaining liquidity required (collectively, the "**Loan Interests for Sale**") and provide notice thereof to the Partnership, OKR Finance LP, OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II;

(b) following finalization of the Loan Interests for Sale as above, the Partnership, OKR Premium I LP, OKR Premium III LP, OKR Income I LP, OKR Institutional LP I and OKR Institutional LP II shall be required to purchase the Loan interests for Sale at the par value of the principal amount of the Loan Interests for Sale in question together with all accrued but unpaid interest, without discount, the aggregate amount of which shall be referred to herein as the "**Aggregate Loan Interest For Sale Amount**", as at the end of the quarter referred to in the Liquidity Request of OKR Finance LP on the basis as follows:

(OKR Premium I LP Available Funds/the aggregate of Available Funds of the Partnership, OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II) x Aggregate Loan Interest For Sale Amount)

PLUS

(the Partnership Available Funds/the aggregate of Available Funds of OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Institutional LP I, OKR Institutional LP II and the Partnership) x Aggregate Loan Interest For Sale Amount

PLUS

(OKR Institutional LP I Available Funds/the aggregate of Available Funds of the Partnership, OKR Premium I LP, OKR Income I LP, OKR Premium III LP, OKR Institutional LP I and OKR Institutional LP II) x Aggregate Loan Interest For Sale Amount

PLUS

(OKR Institutional LP II Available Funds/the aggregate of Available Funds of OKR Premium I LP, OKR Income I LP, OKR Premium III LP, the Partnership, OKR Institutional LP I and OKR Institutional LP II) x Aggregate Loan Interest For Sale Amount

PLUS

(OKR Premium III LP Available Funds/the aggregate of Available Funds of OKR Premium I LP, OKR Income I LP, OKR Premium III LP, the Partnership, OKR Institutional LP I and OKR Institutional LP II) x Aggregate Loan Interest For Sale Amount.

Assume the Partnership, OKR Premium I LP, OKR Premium III LP, OKR Income I LP, OKR Institutional LP I and OKR Institutional LP II had the following Available Funds:

OKR Premium I LP Available Funds:	$500,000
The Partnership Available Funds:	$1,000,000
OKR Premium III LP Available Funds:	$2,000,000
OKR Income LP Available Funds:	$3,000,000
OKR Institutional LP I Available Funds:	$4,000,000
OKR Institutional LP II Available Funds:	$5,000,000
Total Available Funds:	$15,500,000

Assume an Aggregate Loan Interest For Sale Amount of $1,200,000 was to be purchased from OKR Finance LP. The Partnership, OKR Premium I LP, OKR Premium III LP, OKR Income I LP, OKR Institutional LP I and OKR Institutional LP II would fund the purchase of this Loan Interest as follows:

Aggregate Loan Interest For Sale Amount = (500,000 / 15,500,000) * 1,200,000 + (1,000,000 / 15,500,000) * $1,200,000 + (2,000,000 / 15,500,000) * $1,200,000 + (3,000,000 / 15,500,000) * $1,200,000 + (4,000,000 / 15,500,000) * $1,200,000 + (5,000,000 / 15,500,000) * $1,200,000 = $1,200,000, resulting in the following funding commitment per party:

OKR Premium I LP Available Funds:	3.23%
The Partnership Available Funds:	6.45%
OKR Premium III LP Available Funds:	13.33%
OKR Income LP Available Funds:	19.35%
OKR Institutional LP I Available Funds:	25.81%
OKR Institutional LP II Available Funds:	32.26%
Total Available Funds:	100%*

* allows for rounding errors in the above percentages.

The Lenders hereby appoint Adminco as bare trustee of the 2019 Loan indebtedness, the 2019 Loan documents and security documents relating to a 2019 Loan and Adminco accepts such appointment. The role of Adminco is limited to: (i) acting as bare trustee to hold the 2019 Loan indebtedness, the 2019 Loan documents and security documents relating to a 2019 Loan in trust for the Lenders; and (ii) document, service and administer a 2019 Loan and Adminco accepts the appointment on the terms and conditions hereinafter set forth. The Lenders and Adminco agree that, unless otherwise agreed between them or as provided for in the terms of the 2019 Joint Lending Agreement, the 2019 Loan documents shall be taken, held and, in the case of any security document requiring registration in any public office, registered in the name of Adminco. Adminco shall make all 2019 Loan documents and security documents in connection with any 2019 Loan available and accessible to the Lenders at all times via Dropbox or any other secure cloud-based service provider.

Adminco will hold all its right, title and interest in and to the 2019 Loan indebtedness with respect to each 2019 Loan and in the 2019 Loan documents with respect to each Loan, together with all profits and advantages accrued or to accrue thereon, or arising therefrom, in trust for each Lender in proportion to its Lender's Share. Except as may otherwise be provided herein, Adminco shall have no interest whatsoever in the 2019 Loan indebtedness or the 2019 Loan documents with respect to any 2019 Loan, other than that of a bare trustee and any rights in respect of the 2019 Loan indebtedness and the 2019 Loan documents of any 2019 Loan, will not, in any manner, belong to Adminco, but shall be the property of the Lenders in accordance with their respective Lender's Share.

Adminco shall carry out its obligations under the 2019 Joint Lending Agreement on behalf of the Lenders and shall exercise the same degree of care and skill that a reasonable and prudent trustee and administrator would exercise in connection with similar loans for its own account.

Adminco shall be authorized to withdraw and deploy funds from OKR Finance LP Account only in accordance with the terms and conditions of the 2019 Joint Lending Agreement which funds shall include the deployment of funds representing the principal amount of 2017 Loans that have matured and have been repaid to Adminco.

Adminco shall, among other things, attend to the following matters:

Without in any way limiting the generality of the foregoing, the responsibilities of Adminco in the day-to-day administration, management and servicing of a 2019 Loan shall include the following:

(a) keeping a loan account for each 2019 Loan;

(b) promptly remitting to each of the Lenders their respective distributions to which they are entitled to pursuant to the 2019 Joint Lending Agreement;

(c) ensure that electronic copies of all of the 2019 Loan documents for each outstanding 2019 Loan are available to the Lenders in a BOX folder, or otherwise available to the Lenders in such other secured manner as the Lenders may agree from time to time;

(d) monitoring the Borrower's compliance with its obligations under the 2019 Loan documents;

(e) giving notice of default to the Lenders involving a Borrower and any guarantor of a 2019 Loan promptly after the occurrence of any material default under the 2019 Loan documents relating to a 2019 Loan;

(f) commencing and continuing enforcement proceedings including retaining and instructing legal counsel and other experts as required in the event of default under the 2019 Loan documents relating to a 2019 Loan, in accordance with the terms of the 2019 Joint Lending Agreement;

(g) executing and delivering discharges or partial discharges of 2019 Loan documents, or other documents relating to a 2019 Loan as may be required from time to time, in accordance with the terms of the 2019 Joint Lending Agreement;

(h) if required to do so by resolution of the Lenders, assigning the 2019 Loan indebtedness and the 2019 Loan documents to the Lenders, as to their respective Lender's Shares; and

(i) collecting payments due and owing from Borrowers under the 2019 Loan agreements.

If an event of default occurs under a 2019 Loan, Adminco shall promptly notify the Borrower (and the guarantors, if applicable), with copies to the Lenders, of such Event of Default and require the rectification thereof. If such event of default is not cured within the time specified in the Loan agreement, then Adminco shall notify the Lenders of the action or steps it proposes to take in connection with such event of default.

In each case, the security documents relating to the 2019 Loan in default shall be received and held by Adminco in trust for the benefit of the Lenders proportionately in accordance with their Lender's Share from time-to-time on a *pari passu* basis. In the event of the realization under the security documents, all monies or other proceeds received by Adminco, the Lenders or any of them, shall, likewise, be received and held in trust for the benefit of all Lenders according to their Lender's Share. If any Lender receives a greater proportion of the monies received from realization under the Security Documents as a result of a dissolution or winding-up of the Borrower or a distribution of its assets among its creditors than it is entitled to receive on the basis of its Lender's Share, the Lender shall receive such excess monies or proceeds in trust for the benefit of the Lenders and shall forthwith pay any excess of such money or other proceeds to the other Lenders as may be necessary to reflect the Lender's Share of each of them.

Upon the occurrence of an event of default involving a Party Borrower, Adminco may extend any 2019 Loan in default by no more than 90 days from the date of default pursuant to a loan extension agreement, provided that no enforcement action has been or will be taken by Adminco. Any enforcement action to be taken by Adminco upon the occurrence of an event in default involving a 2019 Loan to a Related Party Borrower must be unanimously approved by the majority of the Independent Directors of the OKR Corporate Parties in accordance with the Conflict of Interest Policies of the respective OKR Corporate Parties.

The term of the 2019 Joint Lending Agreement shall end on December 31, 2025.

The 2019 Joint Lending Agreement shall only be terminated upon the unanimous consent of the majority of the Independent Directors of the OKR Corporate Parties in accordance with their respective Conflict of Interest Polices.

SUMMARY OF THE DISTRIBUTION REINVESTMENT PLAN

The following is a summary of the Distribution Reinvestment Plan (the "**Plan**") which is dated May 16, 2019. This is a summary only and is subject to the complete terms and conditions of the Plan.

Capitalized terms that are not defined in this section shall have the same meaning as ascribed to them in the Plan.

In the following section, all references below to "Trust" are references to the Fund.

In this section the following terms shall have the indicated meaning:

"**Distribution Payment Date**" means, in respect of a Distribution Period, on the 10th Business Day immediately following the end of the Distribution Period or such other date determined from time to time by the Trustee.

"**Distribution Period**" means each quarterly period ending on March 31, June 30, September 30 and December 31 during each year of the term of the Trust, or such other periods as may be hereafter determined from time to time by the Trustee from and including the first day thereof and to and including the last day thereof.

"**Distribution Record Date**" means, the last day of each Distribution Period, or such other date determined from time to time by the Trustee.

"**DRIP Unit Price**" means a price per Trust Unit equal to the most recent subscription price per Trust Unit that the Trust Units were offered to investors for purchase.

"**Eligible Holders**" means Trust Unitholders who are Canadian residents.

"**Eligible Trust Units**" means Trust Units held by Eligible Holders.

"**Participant**" means an Eligible Holder who has elected, in accordance with the terms hereof, to participate in the Plan and includes both Registered Participants and Non-Registered Participants.

The Trust has established the Plan which is for the purposes of offering to Unitholders a method to reinvest distributions of Cash Flow of the Fund declared and payable to them to acquire additional Units of the Trust.

Features

Under the Plan, a Participant may purchase additional Trust Units with the cash distributions paid on the Eligible Trust Units which are registered in the name of the Participant who is a registered holder of Trust Units at any time and from time to time, as shown on the register maintained by or on behalf of the Trust for outstanding Trust Units and who has enrolled in the Plan (a "**Registered Participant**") or held by a Participant who holds Trust Units through an intermediary such as a financial institution, broker or nominee and has enrolled in the Plan through the intermediary account maintained pursuant to the Plan (a "**Non-Registered Participant**"). The price at which Trust Units will be issued from treasury under the Plan will be calculated by reference to the DRIP Unit Price. No commissions, service charges or brokerage fees are payable by Participants in connection with the Plan.

Distributions in respect of whole Trust Units purchased under the Plan will be credited to a Participant's account and will be automatically invested under the Plan in additional Trust Units until such time as the Participant's participation in the Plan is terminated.

The Trust shall determine the number of Trust Units available to be issued under the Plan at any time.

Participation and Enrollment in the DRIP

Provisions of this Plan apply to all Participants, but are subject to the administrative practices and requirements of intermediaries through whom Trust Units are held by Non-Registered Trust Unitholders. Those administrative practices and requirements may vary, and Non-Registered Trust Unitholders should contact their intermediary to determine the requirements of such intermediary regarding participation in the Plan.

In order to be eligible to participate in the Plan, a holder must be an Eligible Holder. An Eligible Holder who is a registered holder of Trust Units of record may enroll in the Plan at any time by duly completing and returning a Plan Enrollment Form to the Trust by Close of Business on or before the fifth Business Day prior to a Distribution Record Date for it to be effective on such Distribution Payment Date. Any Plan Enrollment Form received after such time will be applied to the next applicable Distribution Record Date.

Once a Participant has enrolled in the Plan, participation continues automatically unless terminated in accordance with the terms of the Plan.

Once a Participant is enrolled, on each Distribution Payment Date, the Trust shall promptly pay to the account of the Participants, all cash distributions paid on their Trust Units, which shall be immediately applied to purchase additional Trust Units from treasury (with no action upon the part of the Trust Unitholder) at the then applicable DRIP Unit Price as determined by the Trust.

If any Trust Units are held by a non-resident of Canada, such Trust Unitholder is not eligible to participate in the Plan. Upon ceasing to be a resident of Canada, a Participant shall forthwith notify the Trust of same and shall automatically be deemed to cease to be a Participant as of the date the Participant ceased to be a resident of Canada.

A Plan Enrollment Form may be obtained from the Trust any time upon written request addressed to the Trust.

Transfer of Participation Rights

The right to participate in the Plan may not be transferred by a Participant.

Termination of Participation

Participation in the Plan may be terminated by a Registered Participant by notice in writing to the Trust. For greater certainty, termination by a Participant will not prevent such Trust Unitholder from participating in the Plan at a later date. No termination requests will be processed between a Distribution Record Date and the related Distribution Payment Date.

After termination of participation in the Plan, all subsequent distributions will be paid to the former Participant in cash in the usual manner.

Amendment, Suspension or Termination of the DRIP

The Trust reserves the right to amend, suspend or terminate the Plan at any time, but such action shall have no retroactive effect that would prejudice the interest of the Participants. Participants will be sent written notice of any such amendment, suspension or termination.

In the event of suspension or termination of the Plan by the Trust, no investment in additional Trust Units on behalf of Participants will be made on the Distribution Payment Date immediately following the effective date of such suspension or termination.

Any Trust Unit distribution subject to the Plan and paid after the effective date of any such suspension or termination will be remitted by the Trust to the Participants in cash only, in the usual manner.

Rules and Regulations

The Trust may from time to time adopt rules and regulations to facilitate the administration of the Plan. The Trust also reserves the right to regulate and interpret the Plan as it deems necessary or desirable to ensure the efficient and equitable operation of the Plan.

Proration in Certain Events

The Trust reserves the right to determine, promptly following each Distribution Record Date, the amount of Trust Units, if any, to be made available under the Plan on the Distribution Payment Date to which such record date relates. No assurances can be made that new Trust Units will be made available under the Plan on a regular basis, or at all.

If on any Distribution Payment Date the Trust determines not to issue any Trust Units through the Plan, or the availability of new Trust Units is prorated in accordance with the terms of the Plan, or for any other reason a Distribution cannot be reinvested under the Plan, in whole or in part, then Participants will be entitled to receive from the Trust the full amount of the regular Distribution for each Trust Unit in respect of which the Distribution is payable but cannot be reinvested under the Plan in accordance with the applicable election.

Compliance with Laws

The operation and implementation of the Plan is subject to compliance with all applicable legal requirements, including obtaining all appropriate regulatory approvals and exemptions from registration and prospectus requirements. The Trust may limit the Trust Units issuable under the Plan in connection with discretionary exemptive relief relating to the Plan granted by any securities regulatory authority.

ITEM 3 - DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 COMPENSATION AND SECURITIES HELD

3.1.1 THE FUND

The following table sets out information about the Trustee and each person who, directly or indirectly, beneficially owns or controls ten percent (10%) or more of any Units:

Name and municipality of principal residence	Position held and date of obtaining that position (1)	Compensation paid by the Fund since inception and the compensation anticipated to be paid in current financial year	Number, type and percentage of securities of the Fund held after completion of the Minimum Offering	Number, type and percentage of securities of the Fund held after completion of the Maximum Offering
Dr. Jason Neale (1) Lake Country, BC	Director of the Trustee since May 14, 2019	Nil	Nil	Nil
R. Stewart Thompson (1) Calgary, AB	Director of the Trustee since May 14, 2019	Nil	Nil	Nil
William Green Coldstream, BC	Initial Unitholder and Settlor since May 14, 2019	Nil	1 (2)	Nil

(1) Each of these individuals have held these positions since the establishment of the Fund and Trustee.

(2) Represents the Initial Units which will be redeemed by the Fund upon the first Closing under this Offering.

3.1.2 THE GENERAL PARTNER

The following table sets out information about each of the directors and executive officers of the General Partner and each person or entity who, directly or indirectly, beneficially owns or controls ten percent (10%) or more of any voting shares of the General Partner (a "**Principal Holder**"). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly, beneficially owns or controls more than 50% of the voting rights of the Principal Holder. The General Partner has not completed its first financial year and no compensation has been paid since its inception:

Name and municipality of principal residence	Position held and date of obtaining that position	Compensation paid by the General Partner since inception and the compensation anticipated to be paid in current financial year	Number, type and percentage of securities of the General Partner held after completion of the Minimum Offering	Number, type and percentage of securities of the General Partner held after completion of the Maximum Offering
William Green Cold Stream, BC	Chief Financial Officer since March 14, 2019	$50,000 (1)	Nil	Nil
Dr. Jason Neale Lake Country, BC	Director, President and Treasurer since March 14, 2019	$10,000/$500,000 (2)	Nil	Nil (3)
R. Stewart Thompson Calgary, AB	Director and Secretary since March 14, 2019	$10,000/$500,000 (2)	Nil	Nil (3)
7865546 Canada Inc. (3) Lake Country, BC	Shareholder since March 14, 2019	Nil (2)	Nil	150 Class A Common shares (50%)
Seahawk Holdings Ltd. (3) Calgary, AB	Shareholder since March 14, 2019	Nil (2)	Nil	150 Class A Common shares (50%)

(1) Bill Green will be paid consulting fees on an hourly basis by the Partnership for acting as CFO of the General Partner. The above amount is an estimate of fees that may be paid to Mr. Green in the ensuing 12 months from the date of this Offering Memorandum. Fees paid to Mr. Green may be in excess $50,000 dependant on the amount of funds raised and through to Offering and Loans made by the Partnership during this period.

(2) The officers and directors of the General Partner, other than Bill Green, are also the officers and directors of the Manager. The officer, directors and/or shareholders of the Manager may receive payment of some or all of the Management Fee during the term of the Partnership. The Capital Administration Fee payable by the Partnership the Manager is $20,000 with respect to the Minimum Offering amount and $1,000,000 with respect to the Maximum Offering amount. See Item 2.1.3 - "The Manger".

(3) The shareholders of the General Partner are 7865546 Canada Inc. and Seahawk Holdings Ltd., corporations owned and controlled by Dr. Neale and R. Stewart Thompson respectively.

3.2 MANAGEMENT EXPERIENCE

The names and principal occupations of the directors and officers of the General Partner for the past five (5) years are set forth below.

R. Stewart Thompson – Director and Officer

Mr. Thompson has been active in the start-up venture space for 25 years as a builder of companies, angel investor, angel group leader and fund manager. In 2017, Mr. Thompson integrated all these roles into Valhalla Private Capital. In his capacity as Chairman and CEO of Valhalla Private Capital, Mr. Thompson oversees direct investing of 100 members and four funds under management.

One of Valhalla's entities is VA Angels where Mr. Thompson has led the 100+ members to collectively fund 220 companies for over $60 million dollars since 2003. While the majority of these investments are located in Canada, a number of the investments, including the funds managed by Mr. Thompson, have been placed globally in six additional countries to date. He has personally invested in over 60 companies and has sat on numerous start-up boards. For these efforts, Mr. Thompson was awarded both the Startup Canada investor of the year for 2014 and the National Angel Capital Association Angel of the Year in 2018.

Early in his career Mr. Thompson founded Alberta SuperNet, Khyber Pass Entertainment, and VA Angels. In politics, he also worked as a Chief of Staff for the Government of Alberta Minister of Technology during period of the Telus prospectus offering. He has worked as a global venture capital advisor internationally with companies in Latin America, Puerto Rico, USA and the UK, including being asked to share his knowledge and first-hand experience of the start-up ecosystem through formal speaking and instruction engagements in 26 countries over the last 2.5 years.

As one of the two Managing Partners of OKR, Mr. Thompson and Dr. Neale have approximately $44,000,000 under management and have provided loans to approximately 100 tech companies and returns to over 300 investors.

Dr. Neale – Director and Officer

Dr. Jason Neale is a serial entrepreneur, turnaround and technology executive. Dr. Neale has experience starting new ventures, turning around struggling companies, developing novel technology and managing fast growing opportunities. Dr. Neale also has direct experience of raising Government funding and equity (approximately $150 million), buying and selling technology and other operating businesses(seven), business turnarounds (seven), winning major contracts ($100+ million) and the sale of (nine) technology companies, in part or whole.

In 1998 Dr. Neale earned a PhD in Electronic Systems Engineering from the University of Essex (UK) with his thesis titled, "Remote News Reports via Digital Cellular Networks" sponsored by the British Broadcasting Corporation (BBC). His research transformed the way that news was gathered throughout the broadcasting industry.

Dr. Neale holds an MBA from Columbia Business School (US) and an MBA from London Business School (UK), graduating from their joint EMBA program in 2005. At Columbia, he graduated as part of the Beta Gamma Sigma Honor Society. He also completed the one year Entrepreneurship Development Program from the Massachusetts Institute of Technology (MIT) (US) (2009). Dr. Neale was previously an Ernst and Young Entrepreneur of the Year winner (National - Innovation and Development and Quebec - Emerging Entrepreneur) (2009), a Deloitte Top 10 Fast 50 CEO (2010) and the National Research Council (NRC) Leaders in Innovation award recipient (2009).

Before his entrepreneurial experience, Dr. Neale enjoyed a successful scientific career, specifically at SPAR Aerospace, the company that made the CANADARM, where he was granted several patents, was widely published in scientific journals and conferences and became the youngest Specialist Engineer in the company's history.

Prior to focusing partnering with R. Stewart Thompson as a Managing Partner of OKR, Dr. Neale had largely focused on business turnarounds and helping companies secure Government grants and debt, as well as investing in and buying several ventures, ranging from Internet Acceleration and Telecommunication through to Transportation and Travel companies. With his long history of using Canada's SR&ED Program to fund technology companies, in 2013 Dr. Neale co-founded his first SR&ED financing Fund, Acheson Mobile Investments Ltd., which has successfully provided several million dollars of asset backed financing spread over 25 separate loans.

Dr. Neale has wide ranging business interests and investments that include Transportation, Internet Acceleration, Communications, Sports and Entertainment. He was honored to previously be an MIT Sloan School of Management Business Coach as well as a guest speaker at numerous universities throughout the world.

William (Bill) Green – Officer

Over a career of close to thirty years, Mr. Green has worked with start-ups through to major corporations, both public and private, with revenues from zero to well into the millions.

Mr. Green's career began with a retail electronics start-up in Victoria, British Columbia which eventually grew to 21 locations in Canada before opening more than 200 locations in the US and ultimately was acquired by US investors. He then spent thirteen years with Slocan Forest Products at three operations across British Columbia with the last seven years as part of a three-person team turning around the Reman Operation in Chilliwack (the largest operation providing remanufacturing, value-added manufacturing and high value, specialty manufacturing in British Columbia). A Chartered Professional Accountant (CPA, CMA), Mr. Green focuses on helping connect SMEs with the resources that will help them succeed. Following 2 ½ years as CFO with tech start-up VeriCorder Technology Inc., he began providing consulting and CFO services to a number of companies locally and across Canada. A significant amount of that time involved developing operating plans and financial models for SMEs in addition to preparing grant and loan proposals and providing representation to various federal and provincial agencies (including IRAP, BDC, EBC, WINN, SADI, SDTC) as well as angel investor groups.

Mr. Green also provides advisory services to technology companies including WTFast and Webilize Applications Inc. and has been involved in a number of recent turnarounds.

3.3 PENALTIES, SANCTIONS AND BANKRUPTCY

There is no penalty or sanction that has been in effect during the last ten (10) years, and no cease trade order that has been in effect for a period of more than 30 consecutive days during the last ten (10) years, against any executive officer, director or control person of the Trustee, the Fund nor the General Partner nor against an issuer of which any of the foregoing was an executive officer, director or control person at the time.

Other than provided below, there has been no 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, has been in effect during the last ten (10) years with regard to any executive officer, director or control person of the Trustee, the Fund nor the General Partner nor an issuer of which any of the foregoing was an executive officer, director or control person at that time.

Dr. Neale

Dr. Neale was an officer, director and shareholder of OmniGlobe Networks Inc. ("**OmniGlob**e") a Canadian technology company, between 2005 and 2011. On April 11, 2011 OmniGlobe made a bankruptcy declaration. Dr. Neale resigned as an officer and director OmniGlobe on the above date.

ITEM 4 - CAPITAL STRUCTURE

4.1 FUND'S CAPITAL

The following table sets out the capitalization of the Fund as at October 21, 2019, both before and after giving effect to this Offering:

Description of Security	Number Authorized to be Issued	Number Outstanding as at the date hereof	Price Per Security	Number Outstanding After Maximum Offering
Units	unlimited	100 (1)	$1	50,000,000 Units representing gross proceeds of $50,000,000

(1) These Units are held by the settlor of the Fund and were issued for $100. The Fund will redeem these Units upon the Closing of the Minimum Offering amount.

4.2 PARTNERSHIP'S CAPITAL

The following table sets out the capitalization of the Partnership as at October 21, 2019:

Description of Security	Number Authorized to be Issued	Number Outstanding as at the date hereof	Price Per Security	Number Outstanding After Maximum Offering
Class A LP Units	unlimited	Nil	$1	50,000,000 Class A LP Units
Class B LP Units	50,000,000	100 (1)	$0.10	50,000,000 Class B LP Units (2)

(1) These Class B LP Units are held by Seahawk Holdings Ltd. and were issued for $10. The Partnership will redeem these Class B LP Units upon the Closing of the Minimum Offering amount.

(2) These Class B LP Units will be held equally by R. Stewart Thompson (50%) and Dr. Neale (50%) through their respective holding companies.

4.3 LONG-TERM DEBT

(a) The Fund

As of the date of this Offering Memorandum, the Fund has no long-term debt.

(b) The Partnership

As of the date of this Offering Memorandum, the Partnership has no long-term debt.

4.4 PRIOR SALES

(a) The Fund

Except for the issuance of 100 Trust Units (for $100) to the initial unitholder of the Fund on the formation of the Fund, the Fund has not issued any Units during the last 12 months.

(b) The Partnership

Class B LP Units

The following Class B LP Units of the Partnership have been issued during the last 12 months:

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
March 14, 2019	Class B LP Units	100	$0.10	$10
TOTAL:		**100**		**$10**

ITEM 5- SECURITIES OFFERED

5.1 TERMS OF SECURITIES

An unlimited number of Units may be created and issued pursuant to the Declaration of Trust. Each Unit shall entitle the holder thereof to one vote at any meeting of the Unitholders or in respect of any written resolution of Unitholders and represents an equal undivided beneficial interest in any distribution from the Fund (whether of income, net realized capital gains or other amounts) and in any net assets of the Fund in the event of termination or winding-up of the Fund. All Units shall rank among themselves equally and rateably without discrimination, preference or priority, whatever may be the actual date or terms of issue thereof.

Each Unit is transferable (subject to the terms of the Declaration of Trust and applicable securities laws) and is not subject to any conversion or pre-emptive rights and entitles the holder thereof to require the Fund to redeem any or all of the Units held by such holder. See Item 2.5 – "Material Agreements – Summary of Declaration of Trust – Redemption of Units".

The Units do not represent a traditional investment and should not be viewed by investors as "shares" in the Fund. The 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. The price per Unit will not be a function of anticipated distributable income from the Fund and the ability of the Fund to effect long-term growth in the value of the Fund. Instead, the value of the Units will be a function of the Fund's ability to generate income and effect long-term growth in the value of the Partnership and other entities now or hereinafter owned, directly or indirectly, by the Fund. See Item 8 – "Risk Factors".

The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* and are not insured under the provisions of that act or any other legislation. Furthermore, the Fund is not a trust company and, accordingly, is not registered under any trust and loan company legislation as it does not carry on or intend to carry on the business of a trust company.

Limited Liability

The Declaration of Trust provides that no Unitholder, in its capacity as such, shall incur or be subject to any liability, direct or indirect, absolute or contingent, in contract or in tort or of any other kind to any person, and no resort will be had to, nor will recourse or satisfaction be sought from, the private property of any Unitholder for any liability whatsoever in connection with the Fund's assets, the obligations or the activities or affairs of the Fund, any actual or alleged act or omission of the Trustee, any transaction entered into by the Trustee or any taxes, levies, imposts or charges or fines, penalties or interest in respect thereof payable by the Fund. In the event that a court determines Unitholders are subject to any such liabilities, the liabilities will be enforceable only against, and will be satisfied only out of, the Unitholder's share of the Fund's assets represented by its Units.

The Declaration of Trust provides that the Trustee, and the Fund must make all reasonable efforts to include as a specific term of any obligations or liabilities being incurred by the Fund or the Trustee on behalf of the Fund, a contractual provision to the effect that none of the Unitholders, the Trustee shall have any personal liability or obligations in respect thereof. The omission of any such statement shall not render any of such parties liable to any person for such omission.

Notwithstanding the terms of the Declaration of Trust, Unitholders may not be protected from liabilities of the Fund to the same extent a shareholder is protected from the liabilities of a corporation. Personal liability may also arise in respect of claims against the Fund (to the extent that claims are not satisfied by the Fund) that do not arise under contracts, including claims in tort, claims for taxes and possibly certain other statutory liabilities. See Item 8 – "Risk Factors".

The activities of the Fund and the Partnership, will be conducted, upon the advice of counsel, in such a way and in such jurisdictions as to avoid as far as possible any material risk of liability to the Unitholders for claims against the Fund, including by obtaining appropriate insurance, where available and to the extent commercially feasible, for the operations of the Partnership and having contracts signed by or on behalf of the Fund include a provision that such obligations are not binding upon Unitholders personally.

Distributions

The Fund shall, on or before each Distribution Record Date, declare payable to the Unitholders on such Distribution Record Date all or any part of the Cash Flow of the Fund for the Distribution Period.

The Declaration of Trust provides that on December 31 of each year, the Fund's income that has not otherwise been distributed will be payable for such amount that the Fund will not be liable for ordinary income taxes for such year. The Trustee, on behalf of the Fund, will review the Fund's distribution policy from time to time. The actual amount of cash, if any, distributed will be dependent on various economic factors and is at the Discretion of the Trustee.

Rights of Redemption

Each holder of Units shall be entitled to require the Fund, on the demand of such holder of Units, to redeem all or any part of the Units registered in the name of such holder of Units at the Redemption Price. See Item 2.5 – "Material Agreements – Summary of Declaration of Trust – Redemption of Units" for the specific terms of Unitholder's rights of redemption.

5.2 SUBSCRIPTION PROCEDURE

The minimum investment amount for Units shall be $10,000 (10,000 Units) per Subscriber. The Fund may accept subscriptions for Units in amounts of less than $10,000 from parties that are classified as "friends, family, close business associates" (as those terms are defined by applicable securities legislation) of the Trustee and from accredited investors that have ongoing relationships with the Trustee.

The Fund may accept subscriptions for Units in amounts of less than $10,000 where: (i) the Trustee, in its Discretion, determines that accepting subscriptions in such amounts is in the best interest of the Fund, including where acceptance of subscriptions are necessary for the Fund to meet the Minimum Investor/Investment Threshold.

An investor who wishes to subscribe for Units must:

1. complete and execute the Subscription Agreement which accompanies this Offering Memorandum, including all applicable schedules, appendices and/or exhibits thereto; and
2. pay the subscription price by certified cheque or bank draft dated the date of the Subscription Agreement in the amount of the applicable Unit Subscription Price for each Unit subscribed for made payable to "Old Kent Road Premium Fund II" or as the Trustee may otherwise direct; and
3. complete and execute any other documents deemed necessary by the Trustee to comply with applicable securities laws; and
4. deliver the foregoing to the Fund at Suite 2030, 150 - 9 Avenue SW, Calgary, Alberta T2P 3H9 or such other location as the Trustee may specify.

A Subscriber will become a Unitholder of the Fund following the acceptance of a Subscription Agreement by the Fund. If a subscription is withdrawn or is not accepted by the Trustee, all documents will be returned to the subscriber within thirty (30) days following such withdrawal or rejection without interest or deduction.

The initial closing is expected to be held on or before December 31, 2019 and subsequent closings may occur from time to time and at any time on such other dates as the Trustee determines. If subscriptions for $1,000,000 are not received and accepted and certain other conditions have not been satisfied or waived on or before December 31, 2019, subscriptions and subscription funds will be returned to Subscribers without interest or deduction.

The consideration tendered by each Subscriber will be held "in trust" for a period of two days during which period the Subscriber may request a return of the tendered consideration by delivering a notice to the Fund not later than midnight on the second business day after the Subscriber signs the Subscription Agreement.

Neither the Fund, the Trustee, nor any other affiliate or associate of the foregoing is responsible for, and undertakes no obligation to, determine the general investment needs and objectives of a potential investor and the suitability of the Units having regard to any such investment needs and objectives of the potential investor.

5.3 OFFERING JURISDICTIONS

The Offering is being made pursuant to the exemptions from the prospectus requirements contained in the applicable securities laws in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan or Yukon pursuant to the exemptions from the prospectus requirements afforded by Section 2.9 of NI 45-106 (the "Offering Memorandum Exemption").

The Offering Memorandum Exemption is available for distributions to Subscribers resident in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan or Yukon purchasing as principals, who receive this Offering Memorandum prior to signing the Subscription Agreement and who sign applicable Risk Acknowledgment Forms.

The foregoing exemptions relieve the Fund from the provisions of the applicable Canadian securities laws of each of the Offering Jurisdictions which otherwise would require the Fund to file and obtain a receipt for a prospectus. Accordingly, prospective Subscribers will not receive the benefits associated with subscription for securities issued pursuant to a filed prospectus, including the review of material by any securities regulatory authority.

ITEM 6 - INCOME TAX CONSIDERATIONS

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

6.1 GENERAL

The following summary fairly describes the principal Canadian federal income tax considerations under the Tax Act generally applicable to a Unitholder who acquires the Units pursuant this Offering and who, for the purposes of the Tax Act, is resident in Canada, deals at arm's length with, and is not affiliated with, the Fund, and where the Unitholder is a trust governed by a registered retirement savings plan, a registered retirement income fund or a tax-free savings account (together the "Restricted Plans"), the controlling individual of the Registered Plan does not have a "significant interest" in the Fund (as defined in subsection 207.01(4) of the Tax Act) and holds the Units as capital property.

Generally, an individual has a significant interest in the Fund if at any time, the individual, together with other individuals, corporations, trusts, and partnerships that do not deal at arm's length with the individual, hold at any time Units that have a fair market value of 10% or more of the fair market value of all the outstanding Units of the Fund. Generally, Units will be capital property to a Unitholder provided the Unitholder does not hold the Units in the course of carrying on a business of trading or deal in securities and has not acquired them in one or more transactions considered to be an adventure in the nature of trade.

This summary is not applicable to holders who are (i) "financial institutions" which are subject to the mark-to-market provisions of the Tax Act, (ii) "specified financial institutions", (iii) partnerships, or persons an interest in which would be a "tax shelter investment", or (iv) persons that have elected to determine their Canadian tax results in a foreign currency pursuant to the "functional currency" reporting rules, all within the meaning of the Tax Act. Such holders should consult their own tax advisors. In addition, this summary does not address the deductibility of interest by a holder who has borrowed money to acquire Units under the Offering.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**"), existing case law and the understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the "**CRA**") published in writing by it. Except for the Proposed Amendments, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account other federal or any provincial, territorial or foreign tax legislation or considerations which may differ significantly from the Canadian federal income tax considerations discussed herein. There can be no assurance that the Proposed Amendments will be enacted in the form publicly announced or at all.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units. The income and other tax consequences of acquiring, holding or disposing of Units will vary depending on an investor's particular circumstances including the province or territory in which the investor resides or carries on business. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor. Investors should consult their own tax advisors for advice with respect to the tax consequences of an investment in Units, based on their particular circumstances.

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of Trust Units must be expressed in Canadian dollars. Amounts denominated in another currency must be converted into Canadian dollars based on exchange rates as determined in accordance with the Tax Act.

6.2 STATUS OF THE FUND

This summary assumes that the Fund will qualify at all relevant times as a "mutual fund trust" within the meaning defined in the Tax Act and that the Fund will validly elect under the Tax Act to be a mutual fund trust from the date it was established. To qualify as a mutual fund trust, the sole undertaking of the Fund must be the investing of its funds in property (other than certain real property or interests in real property), or the acquiring, holding, maintaining, improving leasing or managing of any real property (or interest in real property) that is capital property of the trust, or a combination of these activities, the Fund must comply on a continuous basis with certain requirements relating to maintaining a diversity of investments, the qualification of the Units for distribution to the public, the number of Unitholders and dispersal of ownership of Units and the Fund must not be reasonably considered to have been established or maintained primarily for the benefit of non-residents of Canada.

This summary assumes the "investments", within the meaning of the Tax Act, in the Fund are not, and will not be, listed or traded on a stock exchange or other public market. If investments in the Fund are listed or traded on a stock exchange or other public market the Fund may be taxable as a "SIFT trust" under the Tax Act.

There can be no assurance that the Fund will qualify as a "Mutual Fund Trust". If the Fund were not to qualify as a mutual fund trust at all times or the Fund were to become a SIFT trust, the income tax considerations described below would, in some respects, be materially and adversely different from those described below.

6.3 TAXATION OF THE FUND

The taxation year of the Fund is the calendar year. The Fund is subject to tax in each taxation year on its income for the year, including net realized taxable capital gains, dividends and accrued interest. The Fund is also required to include in computing its income its *pro rata* share of the income of the Partnership, as more fully described below. Costs incurred in the issuance of Trust Units may be deducted by the Fund on a five year, straight line basis. The Fund also will be entitled to deduct reasonable current administrative and other expenses that are incurred to earn income.

The Tax Act requires the Fund to compute its income or loss for a taxation year as though it were an individual resident in Canada. If the Fund has any taxable income for a taxation year, taking into account, among other things, the inclusions and deductions outlined above, the existing provisions of the Tax Act permit the Fund to deduct all amounts which are paid or become payable by it to Unitholders in such year. An amount will be considered to be payable in a taxation year if it is paid to the Unitholder in the year by the Fund or if the Unitholder is entitled in the year to enforce payment of the amount. Where the Fund does not have sufficient cash to distribute such amounts in a particular taxation year, the Fund will make one or more in-kind distributions in the form of additional Units. Income of the Fund payable to Unitholders in the form of additional Units generally will be deductible to the Fund in computing its income. It is the current intention of the Trustee to make payable to Unitholders each year sufficient amounts such that the Fund is not liable to pay tax under Part I of the Tax Act; however, no assurances can be made in this regard.

A distribution by the Fund of its property upon a redemption of Units will be treated as a disposition by the Fund of such property for proceeds of disposition equal to the fair market value thereof. The Fund will realize a capital gain (or a capital loss) to the extent that the proceeds from the disposition of the property exceed (or are less than) the adjusted cost base of the relevant property and any reasonable costs of disposition.

In the event the Fund would otherwise be liable for tax on its net realized taxable capital gains for a taxation year, it would be entitled for such taxation year to reduce (or receive a refund in respect of) its liability for such tax by an amount determined under the Tax Act based on the redemption of Units of the Fund during the year (the "**capital gains refund**"). In certain circumstances, the capital gains refund in a particular taxation year may not completely offset the Fund's tax liability for the taxation year arising in connection with the transfer of property *in specie* to redeeming Unitholders on the redemption of Units. The Declaration of Trust provides that all or a portion of any capital gain or income realized by the Fund in connection with such redemptions may, at the Discretion of the Trustee, be treated as capital gains or income paid to, and designated as capital gains or income of, the redeeming holder. Such income or the taxable portion of the capital gain so designated must be included in the income of the redeeming holder (as income or taxable capital gains) and will be deductible by the Fund in computing its income.

In computing its income, the Fund is required to include its share of the income of the Partnership ending in the taxation year. The adjusted cost base of the Class A LP Units held by the Fund will be increased at a particular time by the Fund's share of the amount of income of the Partnership for a fiscal year of the Partnership ended before that time, and will be reduced by all distributions of cash or other property made by the Partnership to the

Fund before that time. If at the end of any fiscal year of the Partnership, the adjusted cost base of the Class A LP Units held by the Fund would otherwise be less than zero, the Fund will be deemed to have realized a capital gain equal to the negative amount and the adjusted cost base of the Class A LP Units will be increased by the amount of such deemed capital gain.

6.4 TAXATION OF UNITHOLDERS

6.4.1 Trust Unit Distributions

A Unitholder generally will be required to include in computing its income for a particular taxation year of the Unitholder, as income from property, the portion of the net income of the Fund, including net realized taxable capital gains, that is paid or payable to the Unitholder in that taxation year, whether or not those amounts are received in cash, additional Trust Units or otherwise. Any loss of the Fund for purposes of the Tax Act cannot be allocated to, or treated as a loss of, a Unitholder.

Provided that the appropriate designations are made by the Fund, such portion of its net taxable capital gains, taxable dividends, and foreign source income, as the case may be, shall be treated as such in the hands of the Unitholder for purposes of the Tax Act. Foreign taxes paid by the Partnership will be allocated pursuant to its limited partnership agreement.

The non-taxable portion of any net realized capital gains of the Fund (currently being one-half thereof) that is paid or payable to a Unitholder in a 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 Fund that is paid or payable to a Unitholder in a year generally should not be included in the Unitholder's income for the year. However, such an amount which becomes payable to a Unitholder will reduce the adjusted cost base of the Trust Units held by such Unitholder, except to the extent that the amount either was included in the income of the Unitholder or was the Unitholder's share of the non-taxable portion of the net capital gains of the Fund, the taxable portion of which was designated by the Fund in respect of the Unitholder. To the extent that the adjusted cost base of a Unit otherwise would be less than zero, the Unitholder will be deemed to have realized a capital gain equal to the negative amount and the holder's adjusted cost base of the Trust Units will be increased by the amount of such deemed capital gain.

6.4.2 Disposition of Trust Units

Upon the disposition or deemed disposition of Trust Units by a Unitholder, whether on a redemption or otherwise, the Unitholder generally will realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition (excluding any amount payable by the Fund which represents an amount that must otherwise be included in the Unitholder's income as described herein) are greater (or less) than the aggregate of the Unitholder's adjusted cost base of the Trust Units immediately before such disposition and any reasonable costs of disposition.

The adjusted cost base to a holder of a Unit for tax purposes acquired pursuant to this Offering generally will include all amounts paid by the holder for the Unit, subject to certain adjustments. The cost of additional Units received in lieu of a cash distribution will be the amount of income of the Fund distributed by the issuance of such additional Units. For 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 owned by the holder as capital property.

6.4.3 Redemption of Trust Units

A redemption of Units in consideration for cash or other assets of the Fund, as the case may be, will be a disposition of such Units for proceeds of disposition equal to such cash or the fair market value of such other assets, as the case may be, less any income or capital gain realized by the Fund in connection with the redemption of those Units to the extent that such income or capital gain is designated by the Fund to the redeeming holder. Unitholders exercising the right of redemption will consequently realize a capital gain, or sustain a capital loss, depending upon whether such proceeds of disposition exceed, or are exceeded by, the adjusted cost base of the Trust Units redeemed. Where income or capital gains realized by the Fund in connection with the distribution of property *in specie* on the redemption of Units have been designated by the Fund to a redeeming holder, the holder will be required to include in income the income or taxable portion of the capital gain so designated. The cost of any property distributed *in specie* by the Fund to a holder upon a redemption of Units will be equal to the fair market value of that property at the time of the distribution. The holder will thereafter be required to include in its income interest or other income derived from the property, in accordance with the provisions of the Tax Act.

6.4.4 Capital Gains and Losses

One-half of any capital gain realized by a holder from a disposition of Units and the amount of any net taxable capital gains designated by the Fund in respect of the holder will be included in the holder's income under the Tax Act as a taxable capital gain. One-half of any capital loss (an "**allowable capital loss**") realized on the disposition of a Unit will be deducted against any taxable capital gains realized by the holder in the year of disposition, and any excess of allowable capital losses over taxable capital gains may be carried back to the three preceding taxation years or forward to any subsequent taxation year and applied against net taxable capital gains in those years, subject to the detailed rules contained in the Tax Act.

6.4.5 Alternative Minimum Tax

An individual unitholder may have an increased liability for alternative minimum tax as a result of capital gains realized on a disposition of Units and net income of the Fund, paid or payable, or deemed to be paid or payable, to the holder and that is designated as net taxable capital gains.

6.5 QUALIFIED INVESTMENTS FOR DEFERRED PLANS

The Units will be qualified investments for trusts governed by Deferred Plans at a particular time, provided that the Fund qualifies as a "mutual fund trust" for purposes of the Tax Act at such time. If the Fund fails or ceases to qualify as a mutual fund trust, the Units will no longer be qualified investments under the Tax Act for such Deferred Plans. Where a trust governed by a Restricted Plan holds Units or other properties that are not qualified investments, the "controlling individual" of a Restricted Plan will be required to pay a tax equal to 50% of the fair market value of the Units or other properties at the time the Units or other properties were acquired by the Restricted Plan or when the Units or other properties ceased to be qualified investments. This tax is potentially refundable if the Restricted Plan disposes of the property before the end of the calendar year following the calendar year in which the tax was imposed. In addition, where a Restricted Plan holds or acquires Units or other properties that are not qualified investments, the trust will become taxable on the income attributable to the Units or other properties while they are not qualified investments.

Where a trust governed by a registered education savings plan ("RESP") acquires or holds Units or other properties that are not qualified investments, the RESP becomes revocable and its registration may be revoked by the Canada Revenue Agency ("CRA"). If the RESP is revoked, the RESP will be subject to taxes on the fair market value of the Units or other properties held.

If a Deferred Plan requests the redemption of Units, non-monetary property including Redemption Notes received in payment will not be qualified investments, with the result that the Deferred Plan may be taxable in the manner described above. **Deferred Plans that own Units should consult their own tax advisors before deciding to exercise their right to redeem Units.**

There are additional requirements for a Restricted Plan in order for the Units not to be a "prohibited investment" which would be subject to a special tax of 50% of the fair market value of the investment. If any investment is a prohibited investment and is not a qualified investment also, it is only treated as a prohibited investment. The Units will be a "prohibited investment" if the account holder does not deal at "arm's length" with the Fund or holds, together with persons or partnerships with which the holder does not deal at arm's length, Units of the Fund with a fair market value of 10% or more of the value of the total Units of the Fund.

There can also be additional special taxes for a Restricted Plan on certain tax "advantages" that unduly exploit the attributes of a Restricted Plan, including "advantages" on "prohibited investments" and on "non-qualified investments". The rules in the Tax Act that constitute an "advantage" are quite broad, therefore, Subscribers should seek independent professional advice as to the applicability of these rules to their particular circumstances.

The income tax information contained in sections 6.1 – 6.5 was provided pursuant to the advice received from RSM Alberta LLP, and it is based on the current provisions of the Income Tax Act, the Regulations there under and published administrative practices of the CRA. The comments do not take into account or anticipate changes in the law, whether by judicial, regulatory, governmental or legislative action after the date of this document. The comments offered do not address the possibility of any challenge to the structure by the CRA under the specific and/or general anti-avoidance rules. No assurance can be given that the Tax Act will not be amended in a manner which will fundamentally alter the income tax consequences to a Subscriber for securities.

Accordingly, this summary is not exhaustive of all possible Canadian Federal income tax considerations that apply to an investment in the Units of the Fund. This summary is of a general nature only and is not intended to be and should not be taken as legal, tax or business advice to any particular Subscriber to these securities. Consequently, Subscribers should seek independent professional advice regarding the income tax consequences of investing in the securities, based upon their own particular circumstances.

ITEM 7 - COMPENSATION PAID TO SELLERS AND FINDERS

The Trustee will exclusively sell Units to Subscribers in accordance with applicable securities laws. No commissions will be paid with respect to any sales of Units made by the Trustee. The Fund may, in accordance with Applicable Laws, pay Referral Fees of up to three percent (3%) of the Gross Proceeds realized from the sale of Units, to parties (other than the Trustee) that refer Subscribers to the Fund.

ITEM 8 - RISK FACTORS

An investment in the Fund is speculative and contains certain risks. Prospective investors should carefully consider, among other factors, the matters described below, each of which could have an adverse effect on the value of the Units. As a result of these factors, as well as other risks inherent in any investment, there can be no assurance that the Fund will meet its business objectives.

The Fund's returns may be unpredictable and, accordingly, the Units are not suitable as the sole investment vehicle for an investor or for an investor that is looking for a predictable source of cash flow. An investor should only invest in the Fund as part of an overall investment strategy. Based on, among others, the factors described below, the possibility of partial or total loss of capital will exist and investors should not subscribe unless they can readily bear the consequences of such loss.

RISKS ASSOCIATED WITH THE UNITS

No Review by Regulator

Subscribers under this Offering will not have the benefit of a review of this Offering Memorandum by any securities regulatory authority or regulator.

Restrictions on redemption and transfer; Illiquidity of Units

It is intended that the Fund will continue until December 31, 2029. As a result, a Unitholder's principal source of liquidity for its Units will be through its limited right of redemption. Unitholders should be aware that redemption rights in their favour are subject to significant limitations and restrictions. There will be no public market for the Units and an application for listing of the Units on a stock exchange will not be made. Units are highly illiquid investments and should only be acquired by investors able to bear the economic risk of an investment in the Units for an indefinite period of time. The Units are being sold on a "private placement" basis in reliance upon exemptions from prospectus and registration requirements of Applicable Laws and therefore are subject to significant statutory restrictions on transfer or sale. The Units will be subject to "hold periods" under applicable securities legislation and, as the Fund is currently not a "reporting issuer" in any province or territory in Canada, the "hold periods" may never expire. Additionally, Unitholders will not be permitted to transfer or sell their Units without the consent of the Trustee, which may be withheld in the Trustee's sole Discretion, and may be subject to the satisfaction of certain other conditions, including the provision of an opinion of counsel that such a transfer would not subject the Fund or the Unitholders to any regulatory or tax burdens or result in violation of any applicable law or governmental regulation.

RISKS ASSOCIATED WITH REDEMPTIONS

Use of Available Cash

The payment in cash by the Fund of the redemption price of Units (as opposed to payment of the Redemption Price by way of Redemption Notes) will reduce the amount of cash available to the Fund for the payment of distributions to Unitholders, as the payment of the amount due in respect of cash payments of the Redemption Price redemptions will take priority over the payment of cash distributions.

Limitation on Payment of Redemption Price in Cash

The total cash amount available for the payment of the redemption price of Units by the Fund is limited to $75,000 in each fiscal quarter.

Termination of Fund as a Result of Redemption

If holders of a substantial number of Units exercise their redemption rights, the number of Units outstanding could be significantly reduced. In any such circumstance, the Trustee may at any time terminate the Fund without the approval of the Unitholders if, in the opinion of the Trustee, it is no longer economically feasible to continue the Fund or the Trustee determines that it would be in the best interests of Unitholders to terminate the Fund.

Payment of Redemption Price issuance of Redemption Notes

The redemption of Units may be paid and satisfied by way of Redemption Notes, as determined by the Trustee in their sole Discretion, to the redeeming Unitholder. Such property may not be liquid and will not be a qualified investment for Deferred Plans and will be a prohibited investment for Deferred Plans. Adverse tax consequences generally may apply to a Unitholder, or Deferred Plan and/or its annuitant, beneficiary thereunder or holder thereof, as a result of the redemption of Units. Accordingly, investors that propose to invest in Units through Deferred Plans should consult their own tax advisors before doing so to understand the potential tax consequences of exercising their redemption rights attached to such Units.

Redemption Notes will be Unsecured

Redemption Notes issued by the Fund will be unsecured debt obligations of the Fund and may be subordinated to other financing obtained by the Fund.

Priority of Redemption Notes over Units

Redemption Notes, if issued by the Fund, may, in certain circumstances, have priority over Units in the event of the liquidation of the assets of the Fund. There are various considerations with respect to creditor rights and bankruptcy law that will need to be considered both at the time Redemptions Notes are issued and at the time of any liquidation of the assets of the Fund in order to determine if such a priority exists.

Payment of Redemption Notes

The Fund will create a reserve fund for interest payable with respect to Redemption Notes issued by the Fund. In the event that the Fund is unable to pay out a Redemption Note on maturity it may borrow funds from related and unrelated parties or seek to extend the terms of the Redemption Note. Notwithstanding the aforesaid circumstances may arise resulting in the Fund may not have funds available to pay on maturity the principal balance and accrued unpaid interest under any Redemption Notes issued.

No Assurances of Achieving Objectives

There is no assurance that the Fund will be able to achieve its investment objectives, including being able to pay distributions to Unitholders or to enhance long-term total return.

Conflicts of Interest – Existing and Future Funds

Dr. Neale and Mr. Thompson presently act and may act and may in the future act as manager or operator, as the case may be, for a number of limited partnerships that engage or may engage in the same business activities or pursue the same investment opportunities as the Partnership. Certain conflicts may arise from time to time in the management of such funds or limited partnerships and in assessing suitable investment opportunities.

There is no independent committee or other persons representing the Unitholders in situations involving conflicts of interests between the Trustee and/or the Unitholders. Accordingly, the Unitholders are relying on the ability, honesty and integrity of the Trustee to resolve any such material conflicts of interests, which resolutions might have been different had the interests of Unitholders been represented by independent persons in such circumstances.

Less than Full Offering

There can be no assurance that more than the Maximum Offering will be sold. If less than all of the 50,000,000 Units are sold pursuant to this Offering, then less than the maximum proceeds will be available to the Fund. Consequently, the Fund's business development plans and prospects could be adversely affected, since fewer Partnership Loans will be advanced by the Partnership.

Distribution of Income

The Fund will distribute Trust Income and Trust Capital Gains for each taxation year, so that Trust Income and Trust Capital Gains may be taxable to Unitholders and the Fund will not have any obligation to pay tax under the Tax Act. Payment of distributions is intended to be made in cash, but the Fund may, in certain circumstances, make distributions by distributing additional Units. See Item 2.5 – "Material Agreements - Summary of the Declaration of Trust - Distributions". In the event that the Fund does not make cash distributions, Unitholders will have to rely solely on the redemption of their Units to obtain a cash return on their investment in Units.

Distributions may be Reduced or Suspended

Although the Fund intends to distribute Cash Flow of the Fund to the Unitholders, such cash distributions may be reduced or suspended, or the Fund may not make any distributions at all. Units are not traditional fixed income securities. The Preferred Return of eight percent (8%) per annum payable by the Partnership, which will ultimately form part of the distributions available from the Fund to the Unitholders, is a preferred return, but is not guaranteed and may not be paid on a current basis in each year or at all. Units do not have a fixed obligation to make payments

to Unitholders and do not promise to return the initial purchase price of a Unit on a certain date in the future. The ability of the Fund to make cash distributions and the actual amount distributed will depend on the ability of the Partnership to advance Partnership Loans to Borrowers, to collect principal and interest payments from the Borrowers and will be subject to various factors beyond the Partnership's control. An investment in the Units is not comparable to an investment in a fixed income security. Cash distributions, including a return of a Unitholder's original investment, are not guaranteed and the recovery of an investor's original investment is at risk and the anticipated return on investment is based upon many performance assumptions. It is important for Subscribers to consider the particular risk factors that may affect the investment markets generally and therefore the availability and stability of the targeted distributions to Unitholders.

Nature of Units

Each Unit represents an equal undivided beneficial interest in the Fund. The Units do not represent debt instruments and there is no principal amount owing to Unitholders under the Units, and the Units are not insured against loss through the Canada Deposit Insurance Corporation.

Highly Speculative

The purchase of Units is highly speculative. A Subscriber should purchase Units only if it is able to bear the risk of the loss of its entire investment. An investment in the Units should not constitute a significant portion of a Subscriber's portfolio.

Units are intended to be held by taxable and tax exempt investors

The Units are intended to be held by taxable and tax exempt investors. Taxable investors may be subject to tax as a result of holding Units. The Fund intends to make all taxable income of the Fund payable to Unitholders each year and to distribute such income by distributing cash or Units. In addition, income allocated by the Fund to Unitholders may exceed the amount payable to them on a redemption of their Units. Investors should consult their own tax advisors respecting the tax consequences of owning the Units.

Mutual Fund Trust Status

It is intended that the Fund will 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. If the Fund fails to meet one or more conditions to qualify as a mutual fund trust, the income tax considerations described under this Offering Memorandum would, in some respects, be materially different.

The requirements for mutual fund trust status under the Tax Act include ongoing requirements that must be met at all times. These requirements include a requirement that at all times, after the 89th day after the Fund's first taxation year (by March 30, 2020) the Fund must have at least 150 Unitholders holding at least 500 Units having an aggregate fair market value of not less than $500 of Units. In addition, the Fund may cease to be a "mutual fund trust" where it is considered to be established or maintained primarily for the benefits of Non-Residents unless certain requirements are met. See Item 6.5 - "Qualified Investments for Deferred Plans".

To qualify as a mutual fund trust, the sole undertaking of the Fund must be the investing of its funds in property (other than certain real property or interests in real property), the Fund must comply on a continuous basis with certain requirements relating to maintaining a diversity of investments, the qualification of the Units for distribution to the public, the number of Unitholders and the dispersal of ownership of Units and the Fund must not be reasonably considered to have been established or maintained primarily for the benefit of non-residents of Canada. If the Fund fails or ceases to qualify as a "mutual fund trust", there may be adverse tax consequences to the Fund and Unitholders. If the Fund fails or ceases to qualify as a mutual fund trust, the Units will cease to be a qualified investment for trusts governed by Deferred Plans.

If at any time an RRSP, RRIF or TFSA acquires Units that are not qualified investments or are a prohibited investment (as defined in the Tax Act) or holds Units that cease to be qualified investments or become a prohibited investment, the annuitant of the RRSP or RRIF or the holder of the TFSA will be liable for a penalty tax equal to fifty (50%) percent of the fair market value of the Units; however, the penalty tax may be refundable if the Units are disposed of by the end of the calendar year following the calendar year in which the penalty tax is imposed. In addition, an RRSP, RRIF or TFSA may be subject to tax on the income attributable to the holding of non-qualified investments, including tax on full capital gains, if any, realized on the disposition of the Units.

Where, at the end of a month, an RESP holds Units that are not qualified investments, the RESP must, in respect of that month, pay a tax equal to one (1%) percent of the fair market value of the Units at the time such Units were acquired by the REPS.

If an RESP acquires Units that are not qualified investments, the CRA may revoke the RESP's registration, in which case the RESP will become taxable under Part I of the Tax Act and any Canadian Education Savings Grant payments will have to be repaid.

Eligibility of Units for Investment by Deferred Plans

If the Fund fails to qualify as a "mutual fund trust" the Trust Units may not be or may cease to be qualified investments for Deferred Plans which will have adverse tax consequences to Deferred Plans and their annuitants, holders or beneficiaries.

See the heading "Eligibility of Units for investment by Deferred Plans" and Item 6.5 - "Qualified Investments for Deferred Plans".

Tax treatment of Units and Unitholders

Canadian federal or provincial income tax legislation may be amended, or their interpretation changed, so as to fundamentally alter the tax consequences of holding or disposing of Units or the investments held by the Fund. The alternative minimum tax could limit tax benefits available to Unitholders.

There is no assurance that income tax laws or administrative practices of tax officials in the various jurisdictions of Canada will not be changed in a manner which will adversely alter the tax treatment of Unitholders.

Tax characterization of Trust Income and Trust Capital Gains

The designation of income or gains realized by the Fund to Unitholders, including the designation of gains realized on the disposition of investments as capital gains will depend largely on factual considerations. Management will endeavor to make appropriate characterizations of income or gains realized by the Fund for purposes of designating such income or gains to Unitholders based on information reasonably available to it. However, there is no certainty that the manner in which the Fund characterizes such income or gains will be accepted by the CRA. If it is subsequently determined that the Fund's characterization of a particular amount was incorrect, Unitholders might suffer material adverse tax consequences as a result.

SIFT status

If investments in the Fund are listed or traded on a stock exchange or other public market, the Fund may be taxable as a "SIFT trust" under the Tax Act, which will have adverse tax consequences to the Unitholders and the Fund and the Canadian federal income tax considerations of investing in the Fund will be materially different from those described herein.

RISKS ASSOCIATED WITH THE FUND

Blind Pool Offering

This is a "blind pool" offering. Although the available funds of the Offering will be advanced by the Partnership to Borrowers as Partnership Loans, the identity of the Borrowers and the amount of each Partnership Loan and the specific security to be granted by each Borrower to secure Loans made after the date of this Offering Memorandum have not been identified. The Unitholders' return on their investments in the Units will vary depending on the return on investment achieved through the Partnership Loans advanced with the available funds of the Offering. An investment in Units is appropriate only for Subscribers who have the capacity to absorb a loss of some or all of their investment.

Nature of investment

An investment in the Fund requires a long-term commitment, with no certainty of return. Investments made by the Fund, including in the Partnership, may not generate current income.

No Guarantee that Investment in Units will be Successful

There can be no guarantee against losses resulting from an investment in the Units and there can be no assurance that the Fund's investment in Class A LP Units in the Partnership will be successful or that the Partnership's objective of creating a portfolio of Partnership Loans will be achieved. The success of the Fund in these objectives will depend, to a certain extent, on the efforts and abilities of the management of the General Partner in executing the business strategy of the Partnership.

No assurance of investment return

The success of the Fund and, accordingly, a return on investment for a purchaser of Units, is entirely dependent upon the success of the Partnership's investment strategy. As a result, there is no assurance or guarantee that the Fund and, correspondingly, the purchasers of Units pursuant to this Offering, will earn a return on their investment. Unitholders could lose the entire amount of their investment.

Concentration of investments

The Fund's investments will be limited to that of a single business (being the Partnership). Concentration of the Fund's investments in such a manner involves greater risk to an investor of Units than the exposure generally associated with more diversified investment funds, and may result in greater fluctuations in returns.

Reliance on Trustee

All decisions with respect to the Trust Assets and the operations of the Fund are expected to be made exclusively by the Trustee. Unitholders will have no right to make any decisions with respect to the Fund's business and affairs. No prospective investor should purchase a Unit in the Fund unless such prospective investor is willing to entrust all aspects of the management of the Fund to the Trustee.

Lack of operating history

The Fund and the Partnership have been established in connection with this Offering and have limited operating history. The past performance of any of Management should not be construed as a guarantee or expectation of future results of any investment in the Fund. Accordingly, there is limited operating history upon which to base an evaluation of the Fund or the Partnership or their business or prospects. The Fund and the Partnership are in the early stages of their business and therefore are subject to the risks associated with early stage entities, including start-up losses, uncertainty of revenues, markets and profitability, the need to raise additional funding, the evolving and unpredictable nature of their business and the ability to identify, attract and retain qualified personnel. There can be no assurance that the Fund or the Partnership will be successful in doing what they are required to do to overcome these risks. No assurance can be given that the Fund's or the Partnership's business activities will be successful. A total loss of an investment in Units is possible.

Limited working capital

The Fund will have a limited amount of working capital, as all or substantially all of the Available Funds of the Offering will be used to acquire Class A LP Units from the Partnership.

Termination of the Fund

Although the Fund is expected to continue until 2029, Unitholders may, by Extraordinary Resolution, vote to terminate the Fund at any meeting of Unitholders duly called by the Trustee or the Unitholders for the purpose of considering termination of the Fund, following which the Trustee will commence winding-up of the Fund. Such Extraordinary Resolution may contain directions to the Trustee as the Unitholders determine, including a direction to distribute the securities held by the Fund, or all of them, *in specie*. If the termination occurs earlier than the term of the Fund, the Fund may not have been in existence for the period of time necessary to achieve the business objectives of the Fund.

Leverage of the Fund

The Fund may borrow or incur indebtedness for any purpose, including for the purposes of acquiring investments, distributing Trust Income or Trust Capital Gains or redeeming Units. The requirement to repay principal and pay the associated debt service costs could impair the Fund's ability to make distributions to Unitholders, particularly if the value of the Fund's investments decline and/or the Fund is unable to liquidate some or all of its investments to refinance any such borrowings. If the Fund is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the ability of the Fund to make distributions would be impaired and the value of the Units could be significantly reduced or even eliminated.

In addition, if the borrowings are used to acquire investments, the interest expense and banking fees incurred in respect of any such loans may exceed the incremental capital gains and tax benefits generated by the investments. There can be no assurance that the borrowing strategy employed by the Fund will enhance returns.

Lack of independent counsel representing Unitholders

The Fund has consulted with and retained for their benefit legal counsel to advise them in connection with the formation and terms of the Fund and the offering of Units. Unitholders have not, however, as a group been represented by independent legal counsel. Therefore, to the extent that the Unitholders could benefit by further independent review, such benefit will not be available unless individual Unitholders retain their own legal counsel.

Liability for return of distributions

Generally, the Unitholders do not have personal liability for the obligations of the Fund. However, under applicable law, Unitholders could be required to return distributions previously made by the Fund if it is determined that such distributions were wrongfully made or in certain other circumstances under the terms of the Declaration of Trust. Where a Unitholder has received the return of all or part of the amount contributed to the Fund, the Unitholder is nevertheless liable to the Fund or, where the Fund is terminated, to its creditors for any amount, not in excess of

the amount returned with interest, necessary to discharge the liabilities of the Fund to all creditors who extended credit or whose claims otherwise arose before the return of the contribution. Additionally, Unitholders may have to return all or a portion of distributions made to them to the extent the Fund has an obligation to withhold any amounts from such distribution for tax purposes.

Recourse to the Fund's Assets

The Fund's Assets, including any investments made by the Fund and any capital held by the Fund, are available to satisfy all liabilities and other obligations of the Fund. If the Fund itself becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Fund's Assets generally and not be limited to any particular asset, such as the investment giving rise to the liability.

Indemnification

The Trustee and each former Trustee of the Fund is entitled to indemnification and reimbursement out of the Trust Assets, except under certain circumstances, from the Fund. Such indemnification obligations could decrease the returns which would otherwise be available to the Unitholders of the Fund.

Effect of expenses on returns

Although the Partnership has agreed to bear all costs and expenses related to the activities and business of the Fund, the Fund generally remains responsible to pay the same. Accordingly, if the Partnership were to fail or refuse to pay any such costs or expenses, the Fund would remain liable to pay the same, and if it were to do so, such costs and expenses would reduce, and could eliminate, the actual returns to the Unitholders.

Lack of regulatory oversight

The Fund is not subject to any regulatory oversight in Canada.

Rights of Unitholders

A Unitholder does not have all of the same protections, rights and remedies as a shareholder would have under the ABCA. Unlike shareholders of an ABCA corporation, Unitholders do not have a comparable right of a shareholder to make a proposal at a general meeting of the Fund. The matters in respect of which Unitholder approval is required under the Declaration of Trust are generally less extensive than the rights conferred on the shareholders of an ABCA corporation. Unitholders do not have recourse to a dissent right under which shareholders of an ABCA 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). Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of an ABCA 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 an ABCA corporation may apply to a court to order the liquidation and dissolution of the corporation in certain circumstances whereas Unitholders may rely only on the general provisions of the Declaration of Trust which permit the winding-up of the Fund with the approval of an Extraordinary Resolution of the Unitholders. Shareholders of an ABCA corporation may also apply to a court for the appointment of an inspector to investigate the manner in which the business of the corporation and its affiliates is being carried on where there is reason to believe that fraudulent, dishonest or oppressive conduct has occurred. The ABCA 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 Declaration of Trust does not include comparable rights.

RISKS ASSOCIATED WITH THE PARTNERSHIP'S BUSINESS

An investment in Units is an investment in Partnership Loans advanced by the Partnership. Deployment of Partnership Loans is subject to numerous risks, including the factors listed below and other events and factors which are beyond the control of the Partnership.

Timing for Investment of Subscription Proceeds

The time period for the full investment of such proceeds of this Offering is not certain. The timing of such investment will depend, among other things, upon the identification of Borrowers by the Partnership and the advance of Partnership Loans to qualifying Borrowers. There is a risk that the Fund may not deploy all proceeds of the Offering through the advance of Partnership Loans in a timely manner and may not be able to generate sufficient funds to pay the expected distributions.

Currency Exchange Rate Risk

The revenues and expenses of Partnership Loans made to Euro/US Borrowers will be denominated in the currency of the jurisdiction in which the Loan is made and principal and income payments made by such Borrowers to the Partnership will also be made in that currency. The Partnership will convert such payments into Canadian dollars

prior to the Fund making distributions to Unitholders. As a consequence, distributions made by the Fund may be affected by fluctuations in the exchange rate between the Canadian dollars and the currency in which the Partnership Loan was made. The Partnership may not enter into any hedging arrangements to limit the impact of changes in such exchange rate for holders of Units and therefore holders of Units may have full exposure to changes in these exchange rates.

Government Financing Programs

The Partnership's business is dependent on the availability of the continued existence of Government Financing Programs in order for the Partnership to be able to deploy funds from this Offering into Partnership Loans. The continued existence of Government Financing Programs is dependent upon the willingness of federal and provincial governments in Canada to fund such Programs. Any changes made in funding levels or funding conditions or the discontinuation of such Programs could have an adverse impact on the Partnership's business and the ability to the Fund to make distributions of Cash Flow of the Fund to Subscribers.

Possible Loss of Limited Liability of Limited Partners

Limited partners may lose their limited liability in certain circumstances, including by taking part in the control of the partnership's business. 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, but carrying on business in another jurisdiction, have not been authoritatively established. If limited liability is lost, there is a risk that limited partners may be liable beyond their contribution and share of the Fund's undistributed net income in the event of judgment on a claim in an amount exceeding the sum of the General Partner's net assets and the Fund's net assets.

Non-Regulated Business

The business to be conducted by the Partnership and the Fund is not a "trust business", "deposit business", "mortgage business" or "insurance business" and as such neither the Partnership nor the Fund are subject to the minimum capital requirements and other regulatory provisions imposed on such businesses by federal or provincial legislation.

Borrower Risks Relating to Partnership Loans

Partnership Loans made to Borrowers will involve certain risks. The Partnership Loans will expose the Partnership and the Fund to the credit risk of the Borrowers. The Partnership Loans will not be investment grade loans or securities. Partnership Loans will involve greater risks than if the Partnership were investing in investment grade debt, including risks of default in the payment of interest and principal, lower recovery rates on debt that is in default due to such factors as general economic conditions and the Borrower's creditworthiness.

Related Party Loans

There are no limitations with respect to the number of Related Party Loans or the aggregate amount of such Loans that the Partnership may advance. Accordingly a significant percentage of the Loans made by the Partnership may be made to Related Parties. As such there is the potential for a conflict of interest matter arising in all actions taken by Dr. Neale and Mr. Thompson with respect to a Related Party Loan. No prospective investor should purchase a Unit in the Fund unless such prospective investor is willing to accept the possible concentration of Partnership funds in Related Party Loans as discussed above and the potential for conflicts of interest matters arising with respect to such Loans.

Subscribers should note that there will be no independent review of the terms of Related Party Loans or the security granted thereunder and that there will not be any such review made in respect of future Related Party Loans made by the Partnership. Subscribers will have to rely on the honestly, judgment and competence of Dr. Neale and Mr. Thompson confirming that such Loans meet the approved conditions of a Partnership Loan. In the event of default of a Borrower under a Related Party Loan, Subscribers will have to rely again on the honesty, integrity and judgment of Dr. Neale and Mr. Thompson in enforcing the Partnership's rights and security in such a circumstance.

Creditworthiness and Borrower Defaults

The Partnership will specialize in advancing Partnership Loans to small businesses. Small businesses may be more vulnerable than large businesses to economic downturns, typically depend upon the management talents and efforts of one person or a small group of persons and often need substantial additional capital to expand or compete. Partnership Loans, therefore, may entail a greater risk of delinquencies and defaults than Loans entered into with larger, more creditworthy Borrowers. Compared to larger, publicly owned firms, these companies generally have more limited access to capital and higher funding costs, may be in a weaker financial position and may need more capital to expand or compete. Accordingly, advances made to these types of Borrowers entail higher risks than advances made to companies who are able to access traditional credit sources.

In addition, there is typically only limited publicly available financial and other information about small businesses and they often do not have audited financial statements. Accordingly, in making credit decisions, the Partnership rely upon the accuracy of information about these small businesses obtained from the small business owner and/or third party sources, such as credit reporting agencies. If the information the Partnership obtains from small business owners and/or third party sources is incorrect, the Partnership's ability to make appropriate credit decisions will be impaired. If the Partnership inaccurately assesses the creditworthiness of Borrowers, it may experience a higher number of Partnership Loan defaults and related decreases in its earnings.

The Partnership may underwrite Partnership Loans based on detailed financial information and projections provided to it by its Borrowers. Even if Borrowers provide the Partnership with full and accurate disclosure of all material information concerning their businesses, the Partnership's investment officers, underwriting officers and credit committee members may misinterpret or incorrectly analyze this information. Mistakes by the Partnership's staff and credit committee may cause it to issue Partnership Loans that the Partnership otherwise would not have made, to fund advances that it otherwise would not have funded or result in losses on one or more of its existing Partnership Loans.

A Borrower's fraud could cause the Partnership to suffer losses.

The failure of Borrowers to accurately report its financial position, compliance with Partnership Loan covenants or eligibility for additional borrowings could result in the loss of some or all of the principal of a Partnership Loan including amounts the Partnership may not have advanced had it possessed complete and accurate information.

Enforcement Risk with Respect to Borrower's Assets

In the event that a Borrower defaults in its obligations under a Partnership Loan, the Partnership will have to enforce its security registered against a Borrower's personal property only. There may be intervening encumbrances or interests of other third parties that may stand in priority to the Partnership's security over a Borrower's assets which may prevent the Partnership from realizing on or enforcing some or all of its security against the personal property of a Borrower. There may be principals at law or at equity that may prevent the Partnership from enforcing some or all of its security against a Borrower or its personal property. The personal property of a Borrower may not have a sufficient value to satisfy any outstanding debt obligations to the Partnership.

In certain circumstances, applicable legislation provides for the granting of security over the assets of entities to secure repayment of liabilities owing by such entities to certain parties. Such legislated security sometimes is granted priority over security granted by the entity itself. An example is that certain taxation authorities (including the CRA) are provided with such legislated priority security over the assets of a taxpayer with respect to certain amounts owing by the taxpayer to the taxation authority. Such priority security would have priority over the security granted to the Partnership over the collateral under a Partnership Loan.

Competitive Marketplace

The Partnership will be competing for lending opportunities with other entities offering similar financing to Borrowers, including banks, private equity funds and strategic investors. As a result of this competition, there can be no assurance that the Partnership will be able to identify and consummate Partnership Loans with suitable Borrowers that will allow the Partnership to achieve its targeted rate of return or fully invest its capital contributions. In addition, if the Partnership makes only a limited number of Partnership Loans, the aggregate returns realized by the Fund could be adversely affected in a material manner by the un-favourable performance of even one such Loan.

RISK FACTORS RELATING TO CANADIAN TAXES

Taxation of Partnerships – The SIFT Rules apply to a partnership that is a "SIFT partnership" as defined in the Tax Act. Provided that either:

(a) the Units and any other securities issued by the Fund, or any securities that derive their value from, or replicate the return on , the Units, are not listed or traded on a stock exchange or other organized facility; or

(b) a partnership does not own "non-portfolio property" (as defined in the Tax Act), it will not be subject to the SIFT Rules. The Fund does not expect the Fund or the Partnership to own "non-portfolio property", in which case these entities will not be subject to the SIFT Rules. However, there can be no assurance that the SIFT Rules or the administrative policies or assessing practices of the CRA will not be changed in a manner that adversely affects the Fund or the Partnership and Unitholders.

Tax Aspects

Canadian federal and provincial tax aspects should be considered prior to investing in the Units. See Item 6 - "Income Tax Considerations".

The return on a Unitholder's investment is subject to changes in Canadian tax laws. The discussion of income tax considerations in this Offering Memorandum is based upon current income tax laws. There can be no assurance that:

(a) applicable tax laws, regulations or judicial or administrative interpretations will not be changed;
(b) applicable tax authorities will not take a different view as to the interpretation or the application of tax laws and regulations than the Fund or than as set out in this Offering Memorandum; or
(c) the facts upon which the tax discussions set out in this Offering Memorandum are based are materially correct.

Any of the preceding may fundamentally alter the tax consequences to investors of holding or disposing of Units.

The discussion of certain Canadian federal income tax considerations contained in this Offering Memorandum is provided for information purposes only and is not a complete analysis or discussion of all potential tax considerations that may be relevant to the acquisition of Units.

Change of Law

There can be no assurance that Canadian federal income tax laws, the judicial interpretation thereof, the terms of ant tax Treaty between the Canada and any of the European countries or the United States, or the administrative and assessing practices and policies of the CRA will not be changed in a manner that adversely affects Unitholders. Any such change could increase the amount of tax payable by the Trust or its affiliates or could otherwise adversely affect Unitholders by reducing the amount available to pay distributions or changing the tax treatment applicable to Unitholders in respect of such distributions.

There can be no assurance that European or the United States income tax laws and/or administrative and legislative policies will not be changed, possibly on a retroactive basis, in a manner that adversely affects Unitholders. In particular, any such change could increase the amount of federal income tax or withholding tax payable by the Partnership or its subsidiaries, reducing the amount of distributions which the Fund would otherwise receive and thereby reducing the amount available to pay distributions to Unitholders.

All investors will be responsible for the preparation and filing of their own tax returns in respect of this investment.

Prospective investors are urged to consult their own tax advisors, prior to investing in the Fund, with respect to the specific tax consequences to them from the acquisition of Units.

Taxable Income – In general, a Unitholder must include in computing the Unitholder's income, gain, loss and deduction the Unitholder's proportionate share of income of the Fund allocated to the Unitholder pursuant to the Fund's Declaration of Trust for the fiscal period of the Fund ending on or within the Unitholder's taxation year. However, the cash distributed to a Unitholder may not be sufficient to pay the full amount of such Unitholder's tax liability in respect of its investment in the Fund. In addition, no assurances can be given that the Fund will make the cash distributions intended. Even if the Fund is unable to distribute cash in amounts that are sufficient to fund the Unitholders' tax liabilities, each of the Unitholders will still be required to pay income taxes on its proportionate share of Fund's taxable income.

For all of the above reasons and others set forth herein, the Units involve a certain degree of risk. Any person considering the purchase of Units should be aware of these and other factors set forth in this Offering Memorandum and should consult with his or her legal, tax and financial advisors prior to making an investment in the Units. The Units should only be purchased by persons who can afford to lose all of their investment.

ITEM 9 - REPORTING OBLIGATIONS

The Trustee will send (or make available if sending is not required under Applicable Laws) to Unitholders at least 21 days prior to the date of each general meeting of Unitholders, or if no general meeting is to be held in that year within six months of the fiscal year end, the annual audited financial statements of the Fund, together with comparative financial statements for the preceding fiscal year, if any, and the report of the Auditors thereon.

Such financial statements shall be prepared in accordance with GAAP provided that such statements and the obligations to deliver such statements may vary from such principles to the extent required to comply with Applicable Laws or securities regulatory requirements or to the extent permitted by applicable securities regulatory authorities.

The Trustee will, within the time frame required under the Tax Act, forward to each Unitholder who received distributions from the Fund in the prior calendar year, such information and forms as may be needed by the Unitholder in order to complete its income tax return in respect of the prior calendar year under the Tax Act and equivalent provincial legislation in Canada.

The Fund is not a "reporting issuer" or equivalent under the securities legislation of any jurisdiction. Accordingly, the Fund is not subject to the "continuous disclosure" requirements of any securities legislation other than as provided for under National Instrument 45-106 *Prospectus Exemptions* ("**National Instrument 45-106**") and there is therefore no requirement that the Fund make ongoing disclosure of its affairs including, without limitation, the disclosure of financial information on a quarterly basis or the disclosure of material changes in the business or affairs of the Fund. The Fund however will be subject to reporting requirements applicable to an Alberta issuer of securities under an Offering Memorandum as required by NI 45-106. The Fund will deliver to prospective investors certain documents, including this Offering Memorandum, a subscription agreement and any updates or amendments to the Offering Memorandum required by law, from time to time by way of facsimile or e-mail. In accordance with the terms of the subscription agreement provided to prospective investors, delivery of such documents by email or facsimile shall constitute valid and effective delivery of such documents unless the Fund receives actual notice that such electronic delivery failed. Unless the Fund receives actual notice that the electronic delivery failed, the Fund is entitled assume that the facsimile or e-mail and the attached documents were actually received by the prospective investor and the Fund will have no obligation to verify actual receipt of such electronic delivery by the prospective investor. Annually at the same time the Fund files its audited annual financial statements on SEDAR.

ITEM 10 - RESALE RESTRICTIONS AND REDEMPTION RIGHTS

10.1 GENERAL

The Units will be subject to a number of resale restrictions, including restrictions on trading. Until the restriction on trading expires, you will not be able to trade the Units unless you comply with an exemption from the prospectus and registration requirements under securities legislation. Additionally, Unitholders will not be permitted to transfer their Units without the consent of the Trustee. See Item 2.5 "Material Agreements - Summary of the Declaration of Trust - Transfer of Units" and "Limitation on Non-Resident Ownership".

10.2 RESTRICTED PERIOD

Unless permitted under securities legislation, a Unitholder cannot trade the Units before the date that is four months and a day after the date the Fund becomes a reporting issuer in any province or territory in Canada. Since the Fund is not a reporting issuer in any province or territory, the applicable hold period for Subscribers may never expire, and if no further exemption may be relied upon and if no discretionary order is obtained, this could result in a Subscriber having to hold the Units acquired under the Offering for an indefinite period of time.

10.3 MANITOBA RESALE RESTRICTIONS

In addition to the above, for subscribers resident in Manitoba, unless permitted under securities legislation, a Unitholder must not trade the Units without the prior written consent of the regulator in Manitoba, unless the Fund has filed a prospectus with the regulator in Manitoba with respect to the Units and the regulator in Manitoba has issued a receipt for that prospectus, or the Unitholder has held the Units for at least 12 months. The regulator in Manitoba will consent to such a trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

The Trustee must approve of any proposed disposition. It is the responsibility of each individual Subscriber to ensure that all forms required by the applicable securities legislation are filed as required upon disposition of the Units acquired pursuant to this Offering.

10.4 REDEMPTION RIGHTS

Each holder of Trust Units shall be entitled to require the Fund, on the demand of such holder of Trust Units, to redeem all or any part of the Trust Units registered in the name of such holder of Trust Units at the Redemption Price. See Item 2.5 – "Material Agreements – Summary of Declaration of Trust – Redemption of Units" for the specific terms of Unitholder's rights of redemption.

The foregoing is a summary only of resale restrictions relevant to a purchaser of the securities offered hereunder. It is not intended to be exhaustive. All subscribers under this Offering should consult with their legal advisors to determine the applicable restrictions governing resale of the securities purchased hereunder including the extent of the applicable hold period and the possibilities of utilizing any further statutory exemptions or obtaining a discretionary order.

ITEM 11 - PURCHASERS' RIGHTS

If you purchase these Units you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

11.1 TWO DAY CANCELLATION RIGHT

You can cancel your agreement to purchase these Units. To do so, you must send a notice to the Fund by midnight on the 2nd business day after you sign the Subscription Agreement to buy the Units.

11.2 STATUTORY RIGHTS OF ACTION IN THE EVENT OF A MISREPRESENTATION

Securities legislation in certain of the provinces of Canada provides purchasers with a statutory right of action for damages or rescission in cases where an offering memorandum or any amendment thereto contains an untrue statement of a material fact or omits to state a material fact that is required to be stated or is necessary to make any statement contained therein not misleading in light of the circumstances in which it was made (a "**misrepresentation**"). These rights, or notice with respect thereto, must be exercised or delivered, as the case may be, by purchasers within the time limits prescribed and are subject to the defences and limitations contained under the applicable securities legislation. Purchasers of Units resident in provinces of Canada that do not provide for such statutory rights will be granted a contractual right similar to the statutory right of action and rescission described below for purchasers resident in Ontario and such right will form part of the subscription agreement to be entered into between each such purchaser and the Fund in connection with this Offering.

The following summaries are subject to the express provisions of the securities legislation applicable in each of the provinces of Canada and the regulations, rules and policy statements thereunder. Purchasers should refer to the securities legislation applicable in their province along with the regulations, rules and policy statements thereunder for the complete text of these provisions or should consult with their legal advisor. The contractual and statutory rights of action described in this Offering Memorandum are in addition to and without derogation from any other right or remedy that purchasers may have at law.

Rights of Purchasers in Alberta

If you are a resident of Alberta, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Fund to cancel your agreement to buy these securities, or
(b) for damages against the Fund, every Person who was a Trustee at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defenses available to the Persons or companies that you have a right to sue. In particular, they have a defense if you knew of the misrepresentation when you purchased the securities. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three years after the day you purchased the securities.

Rights of Purchasers in British Columbia

If you are a resident of British Columbia, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Fund to cancel your agreement to buy these securities, or
(b) for damages against the Fund, every Person who was a Trustee at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defenses available to the Persons or companies that you have a right to sue. In particular, they have a defense if you knew of the misrepresentation when you purchased the securities. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three years after the day you purchased the securities.

Rights of Purchasers in Saskatchewan

If you are a resident of Saskatchewan and if there is a misrepresentation in this Offering Memorandum, or any amendment thereto, you have a statutory right to sue:

(a) the Fund to cancel your agreement to buy these securities, or
(b) for damages against the Fund, every promoter of the Fund, every Person whose consent has been filed respecting the offering but only with respect to reports, opinions and statements made by that Person, and every other Person who signed this Offering Memorandum.

These statutory rights to sue are available to you whether or not you relied on the misrepresentation. However, there are various defenses available to the Persons or companies that you have a right to sue. In particular, they have a defense if you knew of the misrepresentation when you purchased the securities. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of one year after you first had knowledge of the facts giving rise to the cause of action and six (6) years after the day you purchased the securities.

Rights of Purchasers in Manitoba

If you are a resident of Manitoba, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Fund to rescind your agreement to buy these securities, or
(b) for damages against the Fund, every Person who was a Trustee at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

These statutory rights to sue are available to you whether or not you relied on the misrepresentation. However, there are various defenses available to the Persons or companies that you have a right to sue. In particular, they have a defense if you knew of the misrepresentation when you purchased the securities. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to rescind the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action or two (2) years after the day you purchased the securities.

Rights of Purchasers in Ontario

If you are a resident of Ontario, and if there is a misrepresentation in this Offering Memorandum, a purchaser who purchases a security offered by this Offering Memorandum during the period of distribution has, without regard to whether the purchaser relied on the misrepresentation, the following rights:

(a) the purchaser has a right of action for damages against the Fund and a selling securityholder on whose behalf the distribution is made, or
(b) where the purchaser purchased the securities from a Person or the Fund referred to in clause (a), the purchaser may elect to exercise a right of rescission against the Person or the Fund, in which case the purchaser shall have no right of action for damages against such Person or the Fund.

The Fund will not be held liable under this paragraph if the subscriber purchased the securities with the knowledge of the misrepresentation. In an action for damages, the Fund will not be liable for all or any portion of such damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon and in no case will the amount recoverable under this paragraph exceed the price at which the securities were sold to the subscriber.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the day you purchased the securities.

Rights of Purchasers in Nova Scotia

If you are a resident of Nova Scotia and if there is a misrepresentation in this Offering Memorandum, or any amendment thereto, you have a statutory right to sue:

(a) the Fund to cancel your agreement to buy these securities, or
(b) for damages against the Fund, every Person who was a Trustee at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

These statutory rights to sue are available to you whether or not you relied on the misrepresentation. However, there are various defenses available to the Persons or companies that you have a right to sue. In particular, they have a defense if you knew of the misrepresentation when you purchased the securities. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three (3) years after the day you purchased the securities.

Rights of Purchasers in New Brunswick

If you are a resident of New Brunswick and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Fund to cancel your agreement to buy these securities, or
(b) for damages against the Fund or the seller.

The Fund will not be held liable under this paragraph if the subscriber purchased the securities with the knowledge of the misrepresentation. In an action for damages, the Fund will not be liable for all or any portion of such damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon and in no case will the amount recoverable under this paragraph exceed the price at which the securities were sold to the subscriber. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of one year after you first had knowledge of the facts giving rise to the cause of action and six years after the day you purchased the securities.

Rights of Purchasers in Newfoundland and Labrador, Northwest Territories, Yukon, Nunavut or Prince Edward Island

If you are a resident of Newfoundland and Labrador, Northwest Territories, Yukon, Nunavut or Prince Edward Island, and if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Fund to rescind your agreement to buy these securities, or
(b) for damages against the Fund, the selling security holder on whose behalf the distribution is made and every other Person who signed this Offering Memorandum.

These statutory rights to sue are available to you whether or not you relied on the misrepresentation. However, there are various defenses available to the Persons or companies that you have a right to sue. In particular, they have a defense if you knew of the misrepresentation when you purchased the securities. Additionally, if you elect to exercise a right of rescission against the Fund, you will have no right of action against the Persons described in (b) above.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to rescind the agreement within 180 days after the date that you purchased the securities. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action or three (3) years after the day you purchased the securities.

Rights of Purchasers in Quebec

If this Offering Memorandum, together with any amendment to it, is delivered to a Subscriber resident in Quebec and contains a Misrepresentation that was a Misrepresentation at the time of purchase, the Subscriber will be deemed to have relied upon the Misrepresentation and will have a statutory right of action against the issuer, the officers and directors of the issuer or any dealer under contract with the issuer for damages or for rescission or revision of the price. This right of action is subject to the following limitations:

(a) the right of action for rescission or revision of the price must be exercised within three years of 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 or revision of the purchase price, the earlier of: (i) three years after the plaintiff first had knowledge of the facts giving rise to the cause of action unless the delay in knowledge is caused by the negligence of the plaintiff, or (ii) five years after the Offering Memorandum is filed with Autorité des marchés financiers du Quebec;

(b) no person or company will be liable if it proves that the Subscriber acquired the Units with knowledge of the Misrepresentation;

(c) in the case of an action for damages, the officers or directors of the issuer or the dealer under contract with the issuer will not be liable if they acted with prudence and diligence; and

(d) a defendant may defeat an action based on a misrepresentation in forward-looking information by proving that

  (i) the document containing the forward-looking information contained, proximate to that information,

    (1) 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

    (2) a statement of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection; and

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

General

The securities laws of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Yukon, Nunavut and Northwest Territories are complex. Reference should be made to the full text of the provisions summarized above relating to rights of action.

Subscribers should consult their own legal advisers with respect to their rights and the remedies available to them. The rights discussed above are in addition to and without derogation from any other rights or remedies, which subscribers may have at law.

THE FOREGOING IS A SUMMARY ONLY AND SUBJECT TO INTERPRETATION. REFERENCE SHOULD BE MADE TO THE APPLICABLE SECURITIES LEGISLATION, THE REGULATIONS AND THE RULES THEREUNDER FOR THE COMPLETE TEXT OF THE PROVISIONS UNDER WHICH THE FOREGOING RIGHTS ARE CONFERRED. THE FOREGOING SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS THEREOF.

ITEM 12 - FINANCIAL STATEMENTS

12.1 THE FUND

Old Kent Road Premium Fund II

Financial Statements

June 30, 2019

RSM Alberta LLP

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Independent Auditor's Report

To the Board of Directors of the Trustee of
Old Kent Road Premium Fund II

Opinion

We have audited the financial statements of Old Kent Road Premium Fund II (the "Fund"), which comprise the statement of financial position as at June 30, 2019 and the statement of changes in net assets attributable to unitholders for the period then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Fund as at June 30, 2019 in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Fund in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Fund's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Fund or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Fund's financial reporting process.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund’s internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Fund’s ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

RSM Alberta LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Calgary, Canada
October 21, 2019

Old Kent Road Premium Fund II
Statement of Financial Position
As at June 30, 2019
(expressed in Canadian dollars)

Assets	
Current asset	
Cash	$ 100
Liabilities	
Current liabilities	
Accrued liabilities	2,500
Net liabilities	$ 2,400
Unitholders' Equity	
Equity	100
Accumulated Deficiency	(2,500)
	$ (2,400)

Subsequent events (note 6)

See accompanying notes to the financial statements.

Approved by the Board of Directors of Old Kent Road Premium Fund II Trustee Inc., as Trustee:

(signed) "R. Stewart Thompson" , Director

(signed) "Dr. Jason Neale" , Director

Old Kent Road Premium Fund II

Statement of Comprehensive Loss

Period Ended June 30, 2019

(expressed in Canadian dollars)

Expenses	
Professional fees	$ 2,500
Comprehensive loss	$ (2,500)

See accompanying notes to the financial statements.

Old Kent Road Premium Fund II

Statement of Changes in Net liabilities Attributable to Unitholders

Period Ended June 30, 2019

(expressed in Canadian dollars)

	Equity	Accumulated Deficiency	Total
Issuance of settlor Trust Units (note 4), being Unitholder's Equity, May 15, 2019	$ 100	$ -	$ 100
Net comprehensive loss	-	(2,500)	(2,500)
Unitholder's Deficiency, June 30, 2019	$ 100	$ (2,500)	$ (2,400)

See accompanying notes to the financial statements.

Old Kent Road Premium Fund II

Statement of Cash Flows

Period Ended June 30, 2019

(expressed in Canadian dollars)

Operating activities	
Net loss	$ (2,500)
Add items not affecting cash	
Accrued liabilities	2,500
	-
Financing activity	
Issuance of share capital	100
Cash, end of period	$ 100

See accompanying notes to the financial statements.

1. Nature of operations

Old Kent Road Premium Fund II (the “Fund”) is a private, unincorporated, open-ended limited purpose mutual fund formed under the laws of the Province of Alberta on June 30, 2019 pursuant to a *Declaration of Trust.* The term of the Fund is to December 31, 2029. The Fund was established for the purpose of investing in Class A limited partnership units of OKR Premium Fund II LP (the "Partnership"). Pursuant of the Offering Memorandum (the "Offering") (note 6), the Fund will invest in Partnership Units issued by the Partnership. The General Partner is controlled by R. Stewart Thompson and Dr. Jason Neale, the current officers and directors of the Trustee, the Manager and General Partner (see below). The number of Partnership Units to be acquired by the Fund will be contingent on the amount of funds raised by the Fund.

The business of the Partnership is to provide loans to business ventures that will be advanced as bridge financing with respect to the future receipt by a borrower of funding from approved Government: (i) tax credit and tax incentive programs; (ii) grant programs; (iii) loan programs; (iv) financing programs; (v) repayable contributions programs; (vi) or other such Government programs in Canada, Europe or the United States that in the sole Discretion of the General Partner are similar to the above programs and align with the business objectives of the Partnership.

The General Partner of the Partnership is OKR Premium Fund II GP Inc. The manager of the Fund’s business is Old Kent Road Financial Inc. (the “Manager”). The Trustee of the Fund is Old Kent Road Premium Fund II Trustee Inc., which has common officers and directors of the Manager and through their respective holding companies, are the only shareholders of the Manager. The officers and directors of the Trustee are also officers and directors of the General Partner and through their respective holding companies, own all issued and outstanding shares of the General Partner.

The address of the head office of the Fund is 2030, 150 - 9 Avenue SW, Calgary, Alberta T2P 3H9.

2. Basis of presentation

(a) Statement of compliance

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

(b) Basis of measurement and preparation

The financial statements have been prepared on the historical cost basis except for certain financial assets and financial liabilities which are measured at fair value. These financial statements are presented in Canadian dollars, which is the Fund's functional currency.

The financial statements were authorized for issue by the Trustee on October 21, 2019.

3. Significant accounting policies

(a) Financial instruments

Classification and measurement of financial instruments:

Under IFRS 9, the Fund's financial assets are measured at initial recognition at fair value, and are classified and subsequently measured at fair value through profit or loss, amortized cost or fair value through other comprehensive income. Financial liabilities are measured at initial recognition at fair value, and are classified and subsequently measured at amortized cost.

Financial assets are subsequently measured at amortized cost if the contractual terms of the instrument give rise to cash flows that are solely payments of principal and interest ("SPPI") on the principal amount outstanding and it is held within a business model whose objective is to hold assets to collect contractual cash flows.

Cash is comprised of cash on hand and deposits with financial institutions and is measured at amortized cost.

The Fund classifies fair value measurements within a hierarchy which gives highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

Level 3: Inputs for the asset or liability that are not based on observable market data.

Recognition and derecognition:

Financial assets and financial liabilities are recognized in the Fund’s statement of financial position when the Fund becomes a party to the contractual provision of the instruments.

Investments are recognized and derecognized on trade date where the purchase or sale of an investment is under a contract whose terms require delivery of the investment within the timeframe established by the market concerned. Realized gains and losses on these investments are recorded in the statement of comprehensive income.

Other financial assets are derecognized only when the contractual rights to the cash flows from the asset expire; or it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity.

The Fund derecognizes financial liabilities when, and only when, the Fund's obligations are discharged, cancelled or they expire.

Impairment of financial assets:

The expected credit loss impairment applies a three-stage approach to measure the allowance for credit losses:

- Stage 1 – For loans where credit risk has not increased significantly, an impairment is recognized equal to the credit losses expected to result from defaults occurring over the following twelve months;
- Stage 2 - For loans where credit risk has increased significantly an impairment is recognized equal to the credit losses expected to result from defaults occurring over the life of the loan;
- Stage 3 – For loans which are credit impaired, a loss allowance is recognized equal to the expected lifetime of the loan. Any subsequent recognition of interest income for which an expected credit loss provision exists, is calculated at the discount rate used in determining the provision which may differ from the contractual rate of interest.

The calculation of expected credit losses is based on the expected value of three probability-weighted scenarios to measure the expected cash shortfalls, discounted at the effective interest rate. A cash shortfall is the difference between the contractual cash flows that are due and the cash flow that the Fund expects to receive. The key inputs in the measurement of expected credit losses are as follows:

- the probability of default (PD) is an estimate of the likelihood of default over a given time horizon;
- the loss given default (LGD) is an estimate of the loss arising in the case where a default occurs at a given time;
- the exposure at default (EAD) is an estimate of the exposure at a future default date.

Twelve-month expected credit losses are measured using the probability that default will occur within 12 months after the reporting date. Lifetime expected credit losses are measured using the probability that default will occur between now and the maturity of the loan.

(b) Capital disclosures

The Fund's capital consists of Trust Units of $100. The capital of the Fund is managed in accordance with its investment objective as described in (note 1).

(c) Income taxes

The Fund intends to qualify as a mutual fund trust under the provisions of the *Income Tax Act* (Canada) and, accordingly, is subject to tax on its income including net realized capital gains in the taxation year, which is not paid or payable to its Unitholders as at the end of the taxation year. It is the intention of the Fund to distribute all of its net income and sufficient net realizable capital gains so that the Fund will not be subject to income taxes other than foreign withholdings taxes, if applicable, Accordingly, no income tax provision has been recorded.

Income tax on net realized capital gains not paid or payable will be generally recoverable by virtue of refunding provisions contained in the *Income Tax Act* (Canada) and provincial income tax legislation, as redemptions occur.

Occasionally, distributions by the Fund will exceed the net investment income and taxable capital gains realized by the Fund. To the extent that the excess is not designated by the Fund to be income for Canadian tax purposes and taxable to Unitholders, this excess distribution is a return of capital and is not immediately taxable to holders of redeemable Units.

(d) Use of estimates and judgments

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates, and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses.

Estimated and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Accounting estimates will, by definition, seldom equal the actual results. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future years affected.

Classification of Trust Units

In determining whether Trust Units are classified as liabilities or equity, management assesses whether the Trust Units contain a contractual agreement to deliver cash or another financial asset to another entity, whether the Units are puttable, and whether the criteria in IAS 32, *Financial Instruments: Presentation*, which permit classification of a puttable instrument as equity have been satisfied.

Trust Units are redeemable at the option of the holder and, therefore, are considered puttable instruments. Puttable instruments are required to be presented as financial liabilities, except where certain conditions are met in accordance with IAS 32, in which case the puttable instruments may be presented as equity.Trust Units were determined to meet the conditions of IAS 32 and are accordingly presented as equity.

4. Trust Units

(a) Authorized

Unlimited Trust Units

(b) Issued

The Fund has issued 100 Trust Units to the settlor for $100. Immediately after the first closing of the Offering (note 6), the Fund shall redeem the initial Trust Units from the settlor for $100 and the Trust Units shall be cancelled.

(c) Nature of Trust Units and redemptions

The Trust Units shall represent an equal undivided beneficial interest in any distribution from the Fund and in any net assets of the Fund in the event of termination or winding-up of the Fund to which Units are entitled. All Trust Units shall rank equally among themselves. Each Trust Unit shall entitle the holder thereof to one vote at all meetings of Fund Unitholders.

Each holder of the Trust Units shall be entitled to require the Fund, on the written demand (each a "Redemption Notice") of such holder of Trust Units to redeem all or any part of the Trust Units for the redemption price determined as follows: (i) with respect to any Trust Units redemption within 24 months from issuance of the Trust Unit, redemption price shall be $0.93 per Unit; and (ii) if a request for redemption occurs at any time after the above described 24 month period with respect to issuance of Trust Units the redemption price shall be of $1 per Trust Unit.

The Fund shall not be required to make payment in cash of the redemption price with respect to Trust Units tendered for redemption if:

- in the sole opinion of the Trustee, the payment of the redemption price in cash would not be in the best interest of the Fund having regard to the then current cash position of the Fund or;
- the redemption of the Trust Units will result in the Fund losing its status as a mutual fund trust; or
- total amount payable by Fund in respect of such Trust Units tendered for redemption exceeds the Redemption Limit as defined as follows:
  - payments in cash of any redemption amount by the Fund shall be limited to $75,000 in each quarter. The Trustee may in its sole discretion, waive such limitation in respect of all Trust Units tendered for redemption in any calendar year.

The Trustee shall pay the redemption price on a first received basis with respect to redemption notices up to redemption limit of $75,000 per quarter. In the event that the redemption notices exceed the redemption limit, the Fund will advise the Trust Unitholder that the redemption price will be paid in whole or part by issuance of unsecured promissory notes ("Notes"). The Unitholder has an option within 15 business days to rescind the redemption notice given. The Notes will bear interest at 5% simple interest per annum paid annually from the date of issuance. The notes are due in full three years after the date of issuance, subject to the Trustee right to repay the notes or any portion of the Notes without penalty prior to the due date.

In addition, the Fund may from time to time purchase for cancellation some or all of the Trust Units by private agreement or pursuant to tenders received by the Fund.

5. Distributions

The Trustee may declare cash flow of the Fund payable to the holders of Trust Units. The cash flow of the Fund for any distribution period is equal to:

- the sum of all amounts received by the Fund including without limitation interest, dividends, distributions, proceeds from the disposition of securities, returns of capital and repayments of indebtedness or any other payments, and any amounts received by the Fund not previously distributed;

- less the sum of amounts used to acquire Permitted Investments made by the Fund, all costs and expenses of the Fund, all debt repayments and interest costs and expenses, all capital expenditures, all amounts contributed or loaned to an associate or affiliate of the Fund, and any other amounts (including taxes) required by law or hereunder to be deducted, withheld or paid.

The distribution period may be determined from time to time by the Trustee from and including the first day thereof and to and including the last day thereof. It is the intention of the Fund to distribute all cash distributions it receives from its Permitted Investments. Although the Fund intends to distribute its available cash to the Unitholders, such cash distributions may be reduced or suspended. The ability of the Fund to make cash distributions and the actual amount distributed will depend on the ability of the Partnership to lend funds to Business Ventures and to collect payments therefrom.

6. Subsequent events

The Fund issued an offering memorandum on October 21, 2019 related to the issuance of up to 50,000,000 Units at a price of $1.00 per unit. The initial closing of the offering is expected to occur on or about December 31, 2019 and subsequent closing may occur from time to time.

Upon initial closing of the offering, the Fund will acquire Class A limited partnership units from the Partnership with the available funds received from the initial closing of the offering. Thereafter, the Fund will continue to acquire Class A limited partnership units from the Partnership at $1.00 per unit with all proceeds from future closings of the offering.

Costs of the offering will include a 2% capital administration fee paid to the Manager and a 3% referral fee paid to referral agents.

12.2 THE PARTNERSHIP

OKR Premium Fund II LP

Financial Statements

June 30, 2019

RSM Alberta LLP

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Independent Auditor's Report

To the Board of Directors of the General Partner of
OKR Premium Fund II LP

Opinion

We have audited the financial statements of OKR Premium Fund II LP (the "Partnership"), which comprise the statement of financial position as at June 30, 2019 and the statement of changes in net liabilities attributable to partners for the period then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Partnership as at June 30, 2019 in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Partnership in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Partnership's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Partnership or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Partnership's financial reporting process.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership’s internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Partnership’s ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Partnership to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

RSM Alberta LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Calgary, Canada
October 21, 2019

OKR Premium Fund II LP
Statement of Financial Position
As at June 30, 2019
(expressed in Canadian dollars)

Assets	
Current asset	
Cash	$ 10
Liabilities	
Net liabilities	$ (10)
Partners' Equity (Deficiency)	
Equity	10
Accumulated Deficiency	(22,500)
	$ (22,490)

Subsequent events (note 6)

See accompanying notes to the financial statements.

Approved by the Board of Directors of OKR Premium Fund II GP Inc.:

(signed) "R. Stewart Thompson", Director

(signed) "Dr. Jason Neale", Director

OKR Premium Fund II LP

Statement of Comprehensive Loss

Period Ended June 30, 2019

(expressed in Canadian dollars)

Expenses	
Professional fees	$ 22,500
Comprehensive loss	$ (22,500)

See accompanying notes to the financial statements.

OKR Premium Fund II LP

Statement of Changes in Net Liabilities Attributable to Partners

Period Ended June 30, 2019

(expressed in Canadian dollars)

	Equity	Accumulated Deficiency	Total
Issuance of Partnership Units (note 4) on March 14, 2019	$ 10	$ -	$ 10
Net comprehensive loss	-	(22,500)	(22,500)
Partner's Deficiency, June 30, 2019	$ 10	$ (22,500)	$ (22,490)

See accompanying notes to the financial statements.

OKR Premium Fund II LP

Statement of Cash Flows

Period Ended June 30, 2019

(expressed in Canadian dollars)

Operating activities	
Net loss	$ (22,500)
Add item not affecting cash	
Accrued liabilities	22,500
	-
Financing activity	
Issuance of share capital	10
Cash, end of period	$ 10

1. Nature of operations

OKR Premium Fund II LP (the “Partnership”) is a limited partnership formed under the *Partnership Act* (Alberta) pursuant to a Limited Partnership Agreement (the "Agreement") dated March 14, 2019 and amended June 14, 2019. The term of the Partnership is to December 31, 2029.

The Partnership intends to issue Limited Partnership Units (the "Units") to Old Kent Road Premium Fund II (the "Fund"), which intends to raise funds pursuant to an Offering Memorandum (note 6).

The business of the Partnership is to provide loans to business ventures that will be advanced as bridge financing with respect to the future receipt by a borrower of funding from approved Government: (i) tax credit and tax incentive programs; (ii) grant programs; (iii) loan programs; (iv) financing programs; (v) repayable contributions programs; (vi) or other such Government programs in Canada, Europe or the United States that in the sole Discretion of the General Partner are similar to the above programs and align with the business objectives of the Partnership.

The General Partner of the Partnership is OKR Premium Fund II GP Inc. The manager of the Partnership’s business is Old Kent Road Financial Inc. (the “Manager”). The Trustee of the Fund is Old Kent Road Premium Fund II Trustee Inc., which has common officers and directors of the Manager and through their respective holding companies, are the only shareholders of the Manager. The officers and directors of the Trustee are also officers and directors of the General Partner and through their respective holding companies, own all issued and outstanding shares of the General Partner.

Allocation of net income or loss for both accounting and tax purposes for a given year are allocated as follows:

(i) firstly, $100 annually, to the General Partner;

(ii) secondly, to the Limited Partners holding Class A LP Units in an amount equal to the aggregate preferred return of 8% of the Class A capital contributions for the given Fiscal Year, in accordance with their Class A Proportionate Shares, after which allocations shall be made;

(iii) thirdly, 50% to Limited Partners holding Class A LP Units in accordance with their Class A Proportionate Shares and 50% to Limited Partners holding Class B LP Units in accordance with their Class B Proportionate Shares; and

(iv) fourthly, if at any time there are no Limited Partners, then any amount which would have been allocated to the Limited Partners will be allocated to the General Partner.

The General Partner of the Partnership may in its discretion make distributions of distributable cash as follows:

(i) firstly, $100 annually to the General Partner;

(ii) secondly, to the Limited Partners holding Class A LP Units, in accordance with their Class A Proportionate Shares, until there has been distributed to the Limited Partners holding Class A LP Units an amount of cash equal to such Limited Partners then cumulative preferred return deficiency, if any, whereupon distributions shall thereafter be made;

(iii) thirdly, (a) 50% to the Limited Partners holding Class A LP Units, and (b) 50% to the Limited Partners holding Class B LP Units in accordance with their Class B Proportionate Shares;

(iv) fourthly, if at any time there are no Limited Partners, then any amount which would have been allocated to the Limited Partners will be allocated to the General Partner.

The General Partner may, in its discretion, at any time, return to the Limited Partners their capital contributions in such amounts as the General Partner may determine.

The address of the head office of the Partnership is Suite 2030, 150 - 9 Avenue S.W., Calgary, Alberta T2P 3H9.

2. Basis of presentation

(a) Statement of compliance

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

(b) Basis of measurement and preparation

The financial statements have been prepared on the historical cost basis except for certain financial assets and financial liabilities which are measured at fair value. These financial statements are presented in Canadian dollars, which is the Partnership's functional currency.

These financial statements reflect only the assets, liabilities, revenues and expenses of the Partnership and consequently do not include any other assets, liabilities, revenues or expenses of the Limited Partners or the General Partner, nor any provision for taxes payable in the operations of the Partnership as the Partnership is not taxable under the *Income Tax Act* (Canada).

The financial statements were authorized for issue by the Board of Directors of the General Partner on October 21, 2019.

3. Significant accounting policies

(a) Financial instruments

Classification and measurement of financial instruments:

Under IFRS 9, the Partnership financial assets are measured at initial recognition at fair value, and are classified and subsequently measured at fair value through profit or loss, amortized cost or fair value through other comprehensive income. Financial liabilities are measured at initial recognition at fair value, and are classified and subsequently measured at amortized cost.

Financial assets are subsequently measured at amortized cost if the contractual terms of the instrument give rise to cash flows that are solely payments of principal and interest ("SPPI") on the principal amount outstanding and it is held within a business model whose objective is to hold assets to collect contractual cash flows.

Cash is comprised of cash on hand and deposits with financial institutions and is measured at amortized cost.

The Partnership classifies fair value measurements within a hierarchy which gives highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

Level 3: Inputs for the asset or liability that are not based on observable market data.

Recognition and derecognition:

Financial assets and financial liabilities are recognized in the Partnership's statement of financial position when the Partnership becomes a party to the contractual provision of the instruments.

Investments are recognized and derecognized on trade date where the purchase or sale of an investment is under a contract whose terms require delivery of the investment within the timeframe established by the market concerned. Realized gains and losses on these investments are recorded in the statement of comprehensive income.

Other financial assets are derecognized only when the contractual rights to the cash flows from the asset expire; or it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity.

The Partnership derecognizes financial liabilities when, and only when, the Partnership's obligations are discharged, cancelled or they expire.

Impairment of financial assets:

The expected credit loss impairment applies a three-stage approach to measure the allowance for credit losses:

- Stage 1 – For loans where credit risk has not increased significantly, an impairment is recognized equal to the credit losses expected to result from defaults occurring over the following twelve months;

- Stage 2 - For loans where credit risk has increased significantly an impairment is recognized equal to the credit losses expected to result from defaults occurring over the life of the loan;

- Stage 3 – For loans which are credit impaired, a loss allowance is recognized equal to the expected lifetime of the loan. Any subsequent recognition of interest income for which an expected credit loss provision exists, is calculated at the discount rate used in determining the provision which may differ from the contractual rate of interest.

The calculation of expected credit losses is based on the expected value of three probability-weighted scenarios to measure the expected cash shortfalls, discounted at the effective interest rate. A cash shortfall is the difference between the contractual cash flows that are due and the cash flow that the Partnership expects to receive. The key inputs in the measurement of expected credit losses are as follows:

- the probability of default (PD) is an estimate of the likelihood of default over a given time horizon;

- the loss given default (LGD) is an estimate of the loss arising in the case where a default occurs at a given time;

- the exposure at default (EAD) is an estimate of the exposure at a future default date.

Twelve-month expected credit losses are measured using the probability that default will occur within 12 months after the reporting date. Lifetime expected credit losses are measured using the probability that default will occur between now and the maturity of the loan.

(b) Capital disclosures

The Partnership's capital consists of Class B partnership units of $10. The capital of the Partnership is managed in accordance with its investment objective as described in (note 1).

(c) Use of estimates and judgments

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates, and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses.

Estimated and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Accounting estimates will, by definition, seldom equal the actual results. Revisions to accounting estimates are recognized in the period in which the estimates are revised and in any future years affected.

Classification of Partnership Units

In determining whether Class A partnership units are classified as liabilities or equity, management assesses whether the Class A partnership units contain a contractual agreement to deliver cash or another financial asset to another entity, whether the Units are puttable, and whether the criteria in IAS 32, *Financial Instruments: Presentation*, which permit classification of a puttable instrument as equity have been satisfied.

4. Partnership Units

(a) Authorized

Class A limited partnership units

The Class A limited partnership units are redeemable at the demand of the holder as follows: (i) with respect to redemption within 24 months from issuance at a redemption price of $0.93 per Unit; redemption at any time after the above described 12 month period at a redemption price of $1 per Unit. Cash redemption of Units may not be applicable if the General Partner determines in its sole discretion that payment of redemptions requested by Unitholders would have a detrimental effect on the Partnership's cash position or where the Partnership is able to make a cash payment having regard to its current cash position with respect to the redemption notices received exceeds the quarterly redemption limit of $75,000. However, the General Partner at its sole discretion, may waive such redemption limit to Units tendered for redemption in any calendar year.

The General Partner shall pay the redemption price on a first received basis with respect to redemption notice up to redemption limit of $75,000 per quarter. In the event that redemption notices exceed the redemption limit, the General Partner will advise that Class A LP Unitholders that redemption price will be paid in whole or part by issuance of unsecured promissory notes ("Notes"). The Class A LP Unitholder has an option within 15 business days to rescind the redemption notice given. The Notes will bear interest at 5% simple interest per annum paid annually from the date of issuance. The Notes are due in full three years after the date of issuance, subject to the General Partner right to repay the Notes or any portion of Notes without penalty prior to the due date.

In addition, the Partnership may from time to time purchase for cancellation some or all of the Partnership Units by private agreement or pursuant to tenders received by the Partnership.

Class B limited partnership units

The Class B limited partnership units are non-redeemable. The Partnership may from time to time purchase for cancellation some or all of the partnership units by private agreement or pursuant to tenders received by the Partnership.

(b) Issued

The Partnership issued an initial 100 Class B limited partnership units for $10.

5. Commitments

(a) Management fees

Pursuant to a Partnership Agreement between the Partnership and the Manager effective March 14, 2019, the Partnership shall pay a fee (the "Management Fee") to the Manager for managing the business of the Partnership as follows:

i) the Partnership shall pay the Manager 2% of the aggregate of all funds raised by the Partnership through the issue of Class A limited partnership units by the Partnership to the Fund together with any provincial or federal sales tax as may be applicable thereon.

ii) Commencing on January 1, 2020, the Partnership shall pay the Manager an additional management fee equal to 2% of the total funds raised from the issue of Class A limited partnership units from inception to December 31st of the preceding year, together with applicable GST thereon during the term of Management Agreement.

(b) Funding Agreement

Pursuant to a Funding Agreement between the Partnership and the Fund effective March 14, 2019, the Partnership will pay all selling commissions and exempt market dealer administration fees incurred by the Fund in connection with the Offering, as well as all costs, fees and expenses associated with the operation and administration of the Fund.

6. Subsequent events

The Fund issued an offering memorandum on October 21, 2019 related to the issuance of up to 50,000,000 units at a price of $1.00 per unit. The initial closing of the offering is expected to occur on or about December 31, 2019 and subsequent closings may occur from time to time.

Upon initial closing of the offering, the Fund will acquire Class A limited partnership units from the Partnership with the available funds received from the initial closing of the offering. Thereafter, the Fund will continue to acquire Class A limited partnership units from the Partnership at $1.00 per unit with all proceeds from future closing of the offering.

Costs of the offering will include a 2% capital administration fee paid to the Manager and a 3% referral fee paid to referral agents.

ITEM 13 – DATE AND CERTIFICATE

Dated: October 21, 2019

This Offering Memorandum does not contain a misrepresentation.

OLD KENT ROAD PREMIUM FUND II

signed "R. Stewart Thompson"	*signed "Jason Neale"*
R. STEWART THOMPSON as Officer and Director of the Trustee and Promoter	**DR. JASON NEALE** as Officer and Director of the Trustee and Promoter