



Offering Memorandum

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Offering of

Series A Trust Units
Series B Trust Units
Series F Trust Units

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. This is a risky investment. You could lose all the money you invest. See Item 8 – Risk Factors. This offering memorandum does not constitute an offer to sell or the solicitation of an offer to buy securities within the United States or by residents of the United States. There shall be no sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. Prospective investors should only rely on the information in this offering memorandum. No person has been authorized to give any information or make any representation in respect of the issuer or the securities offered herein and any such information or representation that is given or received must not be relied upon.

Private Placement of Securities

May 24, 2019

OFFERING MEMORANDUM

NEWLOOK CAPITAL DENTAL SERVICES TRUST

1550 Appleby Line, Suite 100, Burlington, ON L7L 6V1

Phone: 905-331-3697

Email: dentalfund@newlookcapital.com

Currently listed or quoted: No. These securities do not trade on any exchange or market.

Reporting Issuer: No. Newlook Capital Dental Services Trust (the “**Fund**”) is not a reporting issuer or equivalent in any jurisdiction in Canada.

SEDAR filer: Yes, to the limited extent prescribed by the Canadian Securities Administrators’ National Instrument 45-106 - *Prospectus Exemptions* (“**NI 45-106**”).

THE OFFERING

Securities Offered: The beneficial interests of the Fund are represented and constituted by an unlimited number of units (“**Trust Units**”) of a single class divided into an unlimited number of series (each, a “**Series**”). The securities being offered pursuant to this offering (the “**Offering**”) are Trust Units of the Fund, issuable in Series A, Series B and Series F. Each Series of Trust Units shall have the attributes and characteristics as set out in **Item 5 – Securities Offered**.

Price Per Security: \$100 per Trust Unit.

Maximum Offering: There is no maximum Offering. There is no maximum number of Trust Units that may be sold.

Minimum Offering: **There is no minimum Offering. You may be the only purchaser. Funds available under the Offering may not be sufficient to accomplish our proposed objectives. The investments to which the Fund will gain exposure have not all been identified as of the date of this offering memorandum. See Item 8 – Risk Factors.**

Minimum Subscription: 100 Trust Units (\$10,000), subject to the discretion of Newlook Dental Services Inc., the administrator of the Fund (the “**Administrator**”). See **Item 5.2 – Subscription Procedure**.

Payment Terms: Investors must pay the subscription price in full by certified cheque, bank draft or such other manner as may be accepted by the Fund at the time of delivering a fully completed and signed Subscription Agreement. See **Item 5.2 – Subscription Procedure**.

Closing Dates: Closings may be held from time to time in the Administrator’s discretion.

Debentures The Fund will use the Available Funds from the Offering to purchase 9% secured debentures (the “**Debentures**”) of 2663065 Ontario Inc. (o/a Dentalook Management Co) (“**AcquisitionCo**”). Each Debenture will mature and become due and payable as to principal and accrued but unpaid interest on the fifth anniversary of the date such Debenture was issued to the Fund. Notwithstanding the foregoing, AcquisitionCo may elect, in its sole discretion, to extend the term of the Debenture for two additional

one-year periods following the maturity date. See **Item 1 – Use of Available Funds** and **Item 2.2 - Our Business**.

Income Tax Consequences: There are important tax consequences relating to the ownership of these securities. Provided that the Fund qualifies as a “mutual fund trust” for purposes of the *Income Tax Act* (Canada) (the “**Tax Act**”) at all relevant times, the Trust Units will be qualified investments for Exempt Plans (as defined herein). You should consult your own professional tax advisors to obtain advice respecting any tax consequences to you of investing in, holding and disposing of Trust Units. Although it is intended that the Fund qualify as a “mutual fund trust” for purposes of the Tax Act, the Fund will not be a “mutual fund” or “investment fund” under applicable securities laws. See **Item 6 – Income Tax Consequences**.

Selling Agents and Commissions:

The Fund will sell Trust Units under the Offering through agents that are: (a) exempt market dealers registered under applicable securities laws in Canada; or (b) investment dealers that are registered under applicable securities laws in Canada and that are members of the Investment Industry Regulatory Organization of Canada.

The following Selling Commissions will be payable by AcquisitionCo in respect of Trust Units sold under the Offering:

- Series A Units: (i) an up-front commission of up to 6.25% of the offering proceeds realized on the sale of such Trust Units, which includes: (A) a lead arranger fee payable to certain securities dealers of up to 0.5% of the offering proceeds (the “**Lead Arranger Fee**”); and (B) a fee payable to certain experienced professionals retained by Newlook Capital Inc. in an amount equal to 0.75% of the offering proceeds (the “**Internal Wholesaler Fee**”); and (ii) an ongoing deferred commission of 0.75% per annum of the offering proceeds realized on the sale of Series A Trust Units, payable for five (5) years following the sale of such Series A Trust Units.
- Series B Units: an up-front commission of up to 9.25% of the offering proceeds realized on the sale of such Trust Unit, which includes: (A) the Lead Arranger Fee; and (B) the Internal Wholesaler Fee.
- Series F Units: an up-front commission of up to 1.25% of the offering proceeds realized on the sale of such Trust Unit, which is comprised of: (A) the Lead Arranger Fee; and (B) the Internal Wholesaler Fee.

In addition, an up-front commission of up to 4% will be payable to certain securities dealers in connection with the purchase of Series A Trust Units and Series B Trust Units from treasury under the distribution reinvestment plan of the Trust.

AcquisitionCo may also pay certain securities dealers a fee of up to 1.5% of the aggregate amount of a subscriber’s subscription in respect of Series A Trust Units and Series B Trust Units for each year that the maturity date of the Debenture initially purchased with the proceeds of such subscriber’s subscription is extended, which fee shall be reimbursed by AcquisitionCo.

See **Item 7 – Compensation Paid to Sellers**.

RESALE RESTRICTIONS

The Trust Units are subject to restrictions on resale. You will be restricted from selling your securities for an indefinite period. You will not be able to sell these securities except in very limited circumstances. You may never be able to resell these securities. See **Item 10 – Resale Restrictions**.

INVESTORS’ RIGHTS

If you are purchasing Trust Units pursuant to the offering memorandum exemption contained in Section 2.9 of NI 45-106, you have two business days to cancel your agreement to purchase these securities. 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 – Investors’ Rights**.

REDEMPTION/RETRACTION RIGHTS

An investment in Trust Units should be considered a long-term investment. You will not have any expected liquidity event in the short-term other than receiving cash distributions from the Fund. While the Trust Units have rights of redemption, those rights are subject to certain restrictions.

The price payable upon redemption to a holder of Trust Units (a “**Trust Unitholder**”) redeeming Trust Units may be lower than the price per Trust Unit paid by the Trust Unitholder for such Trust Unit, as a Trust Unitholder will receive a lower redemption price if such Trust Unitholder redeems his or her Trust Units within a certain period of time from the date of investment (depending on the Series of Trust Unit held by the Trust Unitholder). This is intended to protect the Fund and existing Trust Unitholders from a reduction in the value of the Fund due to the payment of Selling Commissions and costs associated with the Offering.

Once the quarterly cash redemption threshold of \$50,000 is reached, redeeming Trust Unitholders may receive from the Fund (in lieu of cash), redemption notes of the Fund (“**Redemption Notes**”). Redemption Notes will be unsecured and subordinated debt securities of the Fund. Redemption Notes will have a maturity of seven years or less. There will be no market for Redemption Notes. **Redemption Notes will not be qualified investments for Exempt Plans.**

The trustees of the Fund (the “**Trustees**”), or the Administrator may, in their sole discretion, at any time and from time to time, upon providing notice to a Trust Unitholder pursuant to the declaration of trust of the Fund (the “**Declaration of Trust**”), retract one or more of the Trust Units held by such Trust Unitholder as if such Trust Units were tendered for redemption by the Trust Unitholder. The Fund may retract the Trust Units of one or more Trust Unitholders at the exclusion of other Trust Unitholders. The price payable to Trust Unitholders whose Trust Units are retracted by the Fund will be \$100 per Trust Unit plus an amount equal to the accrued and unpaid interest of the underlying Debenture.

As an extraordinary measure, the Trustees or the Administrator may, from time to time, in their absolute discretion and for any reason so long as they are acting reasonably, suspend the redemption of Trust Units or postpone the date of payment of redeemed Trust Units. Examples of such circumstances include, without limitation, if the Trustees or the Administrator reasonably determine that: (i) the Fund’s assets are invested in such a manner so as to not reasonably permit immediate liquidation of sufficient assets; (ii) there exists a state of affairs that constitutes circumstances under which liquidation by the Fund of part or all of its investments is not reasonable or practicable, or would be prejudicial to the Fund or Trust Unitholders generally; (iii) not suspending redemptions would have an adverse effect on continuing Trust Unitholders; or (iv) they are unable to value the assets of the Fund. The Trustees or the Administrator may also suspend the redemption of Trust Units upon an announcement by the Trustees that the Fund will be terminated. For greater certainty, the intention of this provision is not to generally restrict the ability of Trust Unitholders to redeem Trust Units, but rather to permit the Trustees or the Administrator to protect the Fund and/or its Trust Unitholders from the harm that would be caused by permitting redemptions when extraordinary and unusual circumstances are present.

See **Item 2.7.1 - Declaration of Trust - Redemption of Trust Units** and **Item 8 – Risk Factors**.

TABLE OF CONTENTS

| | | | |
|--|-----------|---|-----------|
| EXECUTIVE SUMMARY..... | i | 2.7.1 Declaration of Trust..... | 13 |
| INVESTMENT NOT LIQUID | i | 2.7.2 Administration Agreement..... | 20 |
| CANADIAN FEDERAL INCOME TAX | | 2.7.3 Services Agreement..... | 21 |
| CONSEQUENCES | ii | 2.7.4 Debentures..... | 23 |
| ABOUT THIS OFFERING MEMORANDUM..... | ii | 2.7.5 Distribution Reinvestment Plan..... | 24 |
| CERTAIN ASPECTS OF THE OFFERING..... | ii | ITEM 3 – INTERESTS OF DIRECTORS, | |
| FORWARD-LOOKING INFORMATION..... | ii | MANAGEMENT, PROMOTERS AND PRINCIPAL | |
| MARKETING MATERIALS | v | HOLDERS..... | 25 |
| MARKET AND INDUSTRY DATA | v | 3.1 Compensation and Securities Held | 25 |
| GLOSSARY..... | vi | 3.2 Management's Experience | 26 |
| ITEM 1 – USE OF AVAILABLE FUNDS | 1 | 3.3 Independent Review Committee Members | 27 |
| 1.1 Funds | 1 | 3.4 Penalties, Sanctions and Bankruptcy | 27 |
| 1.2 Use of Available Funds | 1 | 3.5 Loans..... | 28 |
| 1.2.1 Use of Available Funds by the Fund..... | 1 | ITEM 4 – CAPITAL STRUCTURE..... | 28 |
| 1.2.2 Use of Available Funds by AcquisitionCo..... | 1 | 4.1 Equity Capital..... | 28 |
| 1.3 Reallocation..... | 2 | 4.2 Long-Term Debt Securities | 28 |
| 1.4 Fees and Expenses | 2 | 4.3 Prior Sales..... | 28 |
| 1.4.1 Compensation Paid to the Trustees | 2 | ITEM 5 – SECURITIES OFFERED | 29 |
| 1.4.2 Compensation Paid to Newlook Capital..... | 2 | 5.1 Trust Units | 29 |
| 1.4.3 Expenses and Selling Commissions | 2 | 5.1.2 Redemption of Trust Units | 30 |
| ITEM 2 – BUSINESS OF THE FUND..... | 2 | 5.1.3 Withholding Taxes..... | 30 |
| 2.1 Structure | 2 | 5.1.4 Transfers of Trust Units..... | 30 |
| 2.1.1 Organizational Chart | 2 | 5.1.5 Rights of Trust Unitholders..... | 30 |
| 2.1.2 The Fund | 3 | 5.1.6 Distribution Policy | 31 |
| 2.1.3 AcquisitionCo..... | 4 | 5.1.7 Funds Flow from AcquisitionCo | 32 |
| 2.1.4 PracticeCos | 5 | 5.2 Subscription Procedure..... | 32 |
| 2.1.5 Relationship with Newlook Capital | 6 | 5.3 Auditors, Transfer Agent and Registrar..... | 33 |
| 2.1.6 Conflict of Interest..... | 6 | ITEM 6 – INCOME TAX CONSEQUENCES..... | 33 |
| 2.1.7 Independent Review Committee and Conflicts of Interest Matters | 7 | 6.1 Certain Canadian Federal Income Tax Considerations..... | 33 |
| 2.2 Our Business | 7 | 6.1.1 Eligibility for Investment | 34 |
| 2.2.1 Business of AcquisitionCo..... | 8 | 6.1.2 Status of the Fund | 34 |
| 2.2.2 Business of PracticeCos | 9 | 6.1.3 Taxation of the Fund..... | 34 |
| 2.2.3 Investment Strategy | 9 | 6.1.4 Taxation of Trust Holders | 35 |
| 2.2.4 Investment Focus..... | 9 | 6.1.5 Capital Gains and Capital Losses | 36 |
| 2.2.5 Due Diligence..... | 10 | ITEM 7 – COMPENSATION PAID TO SELLERS | 36 |
| 2.3 Development of the Business..... | 10 | ITEM 8 – RISK FACTORS | 37 |
| 2.3.1 Current Dental Investments | 11 | ITEM 9 – REPORTING OBLIGATIONS..... | 55 |
| 2.3.2 Acquisition of Dentallook Corporations | 11 | ITEM 10 – RESALE RESTRICTIONS | 56 |
| 2.4 Long-term Objectives | 11 | 10.1 General..... | 56 |
| 2.4.1 Long-term Objectives of the Fund | 11 | 10.2 Transfer Restrictions in Declaration of Trust..... | 56 |
| 2.4.2 Long-term Objectives of AcquisitionCo..... | 11 | ITEM 11 – INVESTORS' RIGHTS..... | 56 |
| 2.5 Short-term Objectives and How We Intend to Achieve Them..... | 12 | 11.1 Two-day cancellation right for all Investors | 56 |
| 2.5.1 Short-term Objectives of the Fund | 12 | 11.2 Statutory and Contractual rights in the event of a misrepresentation | 56 |
| 2.5.2 Short-term Objectives of AcquisitionCo..... | 13 | 11.2.1 Investors in Alberta..... | 57 |
| 2.6 Insufficient Funds | 13 | 11.2.2 Investors in British Columbia | 57 |
| 2.7 Material Agreements | 13 | 11.2.3 Investors in Saskatchewan | 58 |
| | | 11.2.4 Investors in Manitoba..... | 58 |
| | | 11.2.5 Investors in Ontario | 58 |

| | | |
|---------|--|----|
| 11.2.6 | Investors in Québec..... | 59 |
| 11.2.7 | Investors in Nova Scotia..... | 59 |
| 11.2.8 | Investors in New Brunswick..... | 60 |
| 11.2.9 | Investors in Newfoundland and Labrador..... | 60 |
| 11.2.10 | Investors in Prince Edward Island, Northwest Territories, Yukon and Nunavut..... | 60 |

ITEM 12 – FINANCIAL STATEMENTSFS-1

ITEM 13 – CERTIFICATEC-1

EXECUTIVE SUMMARY

- The Offering has been created to provide an opportunity for Investors by way of a tiered investment structure, to invest indirectly in debentures of dental practices. This Offering is open to Investors in all Provinces and Territories of Canada.
- The Fund is a trust formed and existing under the laws of Ontario pursuant to the Declaration of Trust. The Fund is not a corporation. The Trustees of the Fund are Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor. The Fund entered into the Administration Agreement pursuant to which the Administrator has been retained to provide certain administrative and governance services in connection with the operation of the Fund. In the Declaration of Trust, the Trustees delegated to the Administrator full and absolute right, power and authority to undertake, perform and provide, for and on behalf of the Fund, all acts, duties and responsibilities as the Administrator considers, in its sole discretion, necessary or desirable in connection with all matters required for and in connection with completion of any closing in connection with any offering of Trust Units of the Fund from time to time.
- The Fund will use the Available Funds from the Offering of Trust Units to purchase Debentures of AcquisitionCo. AcquisitionCo will, in turn, use the funds available to it from the sale of Debentures to the Fund to, directly or indirectly, acquire Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories). See **Item 1 – Use of Available Funds** and **Item 2.2 – Our Business**. Upon the Dentalook Corporations Closing, The directors of AcquisitionCo will be Elroy Gust, Abbas Osman, Dr. Mazahreh and Karen de Lottinville. The Fund will have the right, but not the obligation, to nominate one director on the board of directors of AcquisitionCo during such time as any of the Debentures remain outstanding. The Fund's initial nominee is Elroy Gust.
- The Debentures are designated as 9% subordinated secured debentures of AcquisitionCo. Each Debenture will mature and become due and payable as to principal and accrued but unpaid interest on the fifth anniversary of the date such Debenture was issued to the Fund. Notwithstanding the foregoing, AcquisitionCo may elect, in its sole discretion, to extend the term of the Debenture for two additional one-year periods following the maturity date. Interest on the Debentures accrues on a non-compounded basis. It is AcquisitionCo's intention to make reasonable commercial efforts to make interest payments at a rate of 9% per annum in each quarter subject to cash flow of AcquisitionCo, however, in the event that interest is not paid by AcquisitionCo in any quarter, this shall not be an "event of default" under the Debenture and such unpaid interest will accrue. On the maturity date, any unpaid interest shall be payable with the principal amount. At the end of the five-year term of each Debenture, or, if one or more extensions were approved, at the end of the term of the extension(s), AcquisitionCo will repay such Debenture and any accrued but unpaid interest and the Fund will retract the applicable Trust Units that were issued in connection with the purchase of such Debenture by the Fund. See **Item 2.7.1 – Declaration of Trust – Redemption of Trust Units** and **Item 2.7.4 – Debentures**.
- The Fund intends to distribute all or any part of the Net Available Cash of the Fund (if any) that the Trustees or the Administrator prudently determines as being available for distributions, to Trust Unit holders of record on the last day of each calendar quarter. The Fund may also distribute cash (if any) that the Trustees or the Administrator prudently determine as being available for distributions to Trust Unit holders for other Distribution Periods. Where a distribution of Net Available Cash of the Fund is declared by the Trustees or the Administrator, such distribution will be paid no later than the last Business Day of the calendar month following the calendar quarter in respect of which such distribution has been declared and if the Distribution Period is not a calendar quarter, then as determined by the Trustees or the Administrator. See **Item 5.1.6 - Distribution Policy**. The ability of the Fund to make cash distributions of Net Available Cash of the Fund and the actual amount distributed depends on the payment of principal and/or interest by AcquisitionCo on the Debentures and will be subject to various factors including those referenced in **Item 8 – Risk Factors**.

INVESTMENT NOT LIQUID

There is no market through which Trust Units can be sold and Investors will be unable to sell Trust Units purchased under the Offering. As at the date of this offering memorandum, none of the Trust Units or any other securities of the Fund have been listed or quoted on a stock exchange, and the Fund has not applied to list or quote any of its securities. The Fund does not currently intend to apply to list or quote any of its securities on any stock exchange, quotation system or marketplace. Further, the Trust Units will be subject to a number of resale restrictions, including a statutory restriction on trading. Until the statutory restriction on trading expires, if ever, a Trust Unit holder will be unable to trade Trust Units unless it complies with very limited exemptions from the prospectus requirements under applicable securities legislation. Since the Fund has no current intention of becoming a reporting issuer (or the equivalent) in any jurisdiction in Canada, these statutory trading restrictions may never expire. Further, the Declaration of Trust contains restrictions on transfer of the Trust Units, whereby no transfer is permitted without the consent of the Trustees or the Administrator.

Consequently, Trust Unitholders will be unable to liquidate their investment in Trust Units in a timely manner, if at all, or pledge their Trust Units as collateral for loans. See **Item 10 – Resale Restrictions**.

CANADIAN FEDERAL INCOME TAX CONSEQUENCES

There are important Canadian federal income tax consequences relating to the ownership of the Trust Units as described in See **Item 6 – Income Tax Consequences**.

ABOUT THIS OFFERING MEMORANDUM

This offering memorandum constitutes an offering of securities only in those jurisdictions and only 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. This Offering is being made pursuant to certain prospectus exemptions contained in NI 45-106. Under no circumstances will the Fund accept a subscription for Trust Units if its distribution cannot be made in reliance on any such exemption. This offering memorandum does not constitute an offer to sell or the solicitation of an offer to buy securities within the United States or by residents of the United States.

Prospective Investors should only rely on the information in this offering memorandum or any related OM marketing materials (as described below) and should not rely on some parts of this offering memorandum or OM marketing materials to the exclusion of others. No person has been authorized to give any information or make any representation in respect of the Fund or the securities offered herein and any such information or representation that is given or received must not be relied upon.

CERTAIN ASPECTS OF THE OFFERING

An investment in the Trust Units must be considered speculative as the securities are subject to certain risk factors as set out under Item 8 – Risk Factors. An investment in Trust Units is appropriate only for Investors who have the capacity to absorb a loss of some or all of their investment.

The return on an investment in the Trust Units is not comparable to the return on an investment in fixed income securities. Cash distributions to Trust Unitholders are not guaranteed and are not fixed obligations of the Fund; any receipt of cash distributions by a Trust Unitholder is at any time subject to the terms of the Declaration of Trust. Any anticipated return on investment is based upon many performance assumptions. Although the Fund intends to distribute its available cash to Trust Unitholders, cash distributions may be reduced or suspended at any time and from time to time. The ability of the Fund to make cash distributions and the actual amount distributed depends on the payment of principal and/or interest by AcquisitionCo on the Debentures, and will be subject to various factors including those referenced in **Item 8 – Risk Factors**. The value of the Trust Units may decline if the Fund is unable to meet its cash distribution targets, if any, in the future and that decline may be significant.

FORWARD-LOOKING INFORMATION

This offering memorandum contains certain statements or disclosures that may constitute forward-looking information under applicable securities laws. All statements and disclosures, other than those of historical fact, which address activities, events, outcomes, results or developments that the Fund anticipates or expects may or will occur in the future (in whole or in part) should be considered forward-looking information. In some cases, forward-looking information can be identified by terms such as “future”, “may”, “will”, “intend”, “expect”, “anticipate”, “believe”, “potential”, “enable”, “plan”, “continue”, “contemplate” or other comparable terminology. Forward-looking information presented in this offering memorandum includes the following:

- the Fund’s intentions or expectations about its ability to distribute Net Available Cash (if any) to Trust Unitholders, and the timing of such distributions;
- the ability of AcquisitionCo to make payments of principal and interest on the Debentures;
- the ability of the Fund to retract Trust Units held by Trust Unitholders;
- the completion of the acquisition of the Dentalook Corporations by AcquisitionCo;
- the capital structure of AcquisitionCo and the composition of its board;
- the identification, successful negotiation and acquisition of interests in Dental Investments;

- the Fund's status as a "mutual fund trust" under the Tax Act;
- the Fund's intentions or expectations about its ability to raise capital under the Offering (including the issue and sale of Trust Units) or otherwise;
- treatment of the Fund and AcquisitionCo under government regulatory regimes (including with respect to dental practices and services) and tax laws;
- the Fund's intentions regarding payment of Selling Commissions, Offering Costs, and ongoing general and administrative expenses, including the fees and expenses described in **Item 1.4 – Fees and Expenses**;
- intentions and expectations regarding AcquisitionCo's payment of general, administrative and operational costs and expenses associated or incurred in connection with, or related to the acquisition of Dental Investments;
- agreements and other arrangements to be entered into between the Fund, AcquisitionCo, Dental Investments and other related entities of the Fund;
- forecast business results and anticipated financial performance of Dental Investments;
- the economic performance and stability of, and technological developments in, the dental services industry;
- trends of consolidation of dental practices in Canada; and
- long-term or short-term plans and objectives of the Fund and AcquisitionCo for future operations or refinancing of any Dental Investments.

Various assumptions are typically applied in drawing conclusions or making the forecasts or projections set out in forward-looking information. Those assumptions are based on information currently available to the Fund, including information obtained by the Fund from third-party industry analysts and other arm's length sources. In some instances, material assumptions are presented or discussed elsewhere in this offering memorandum in connection with the forward-looking information. We caution you that the following list of material assumptions is not exhaustive. The assumptions include, but are not limited to:

- expectations about general economic conditions and conditions in the dental services sector, including there being no material labour disruptions, and the ability to deploy capital in those markets and generate a profit therefrom;
- expectations about the availability of capital, including expectations about the successful completion of the Offering;
- expectations about the Fund's abilities to raise sufficient capital to complete its business objectives, including the advance of Available Funds from the Offering to AcquisitionCo through the purchase of Debentures and the subsequent acquisitions of Dental Investments;
- intentions or expectations about AcquisitionCo's ability or opportunity to dispose of any interest in any Dental Investment;
- the Fund's qualification as a "mutual fund trust" and not a "SIFT trust" under the Tax Act;
- the possibility of substantial redemptions of Trust Units;
- a stable competitive environment; and
- no significant event occurring outside the ordinary course of business such as a natural disaster or other calamity.

The forward-looking information in this offering memorandum is based (in whole or in part) upon factors which may cause actual results, performance or achievements of the Dental Investments and AcquisitionCo, and, consequently, those of the Fund, to differ materially from those contemplated (whether expressly or by implication) in the forward-looking information. Those factors are based on information currently available to the Fund including information obtained from third-party industry analysts and other third party sources. Actual results or outcomes may differ materially from those predicted by such forward-looking information. While we do not know what impact any of those differences may have, the Dental Investments and AcquisitionCo's business, results of operations, financial condition and credit stability, and, consequently, those of the Fund, may be materially adversely affected. Factors that could

cause actual results, performance, achievements or outcomes to differ materially from the results expressed or implied by forward-looking information include, among other things:

- risks associated with the partial “blind pool” nature of the Offering;
- risks associated with the speculative nature of an investment in the Trust Units and AcquisitionCo’s acquisition of Dental Investments, including the lack of any guarantee that the Fund, AcquisitionCo or the Investors will obtain a return on their respective investments;
- risks associated with the ability of the Fund to make distributions on the Trust Units;
- risks associated with the Fund having limited assets and operational history;
- risks associated with general economic conditions and any Dental Investment’s ability to successfully operate its business;
- risks associated with the Fund’s financing efforts, including that the Fund does not raise sufficient capital to achieve its objectives or that sufficient, cost-effective financing to fund capital expenditures, Trust Unit redemptions, ongoing general administrative and operating costs and expenses associated or incurred in connection with operation of the Dental Investments’ respective businesses cannot be obtained;
- risks associated with the reliance and operational dependence of the Fund on AcquisitionCo;
- risks associated with the relationship between the Fund, AcquisitionCo and Newlook Capital and potential conflicts of interest involving Newlook Capital on the one hand, and the Fund, AcquisitionCo and the Investors on the other;
- risks associated with the competition faced by AcquisitionCo in locating and securing acquisitions of Dental Investments;
- failure to realize the anticipated benefits from the acquisition of Dental Investments;
- risks associated with the dependence of the Fund and AcquisitionCo on certain key personnel;
- risks associated with general economic conditions;
- tax risks, as more particularly described under **Item 6 – Income Tax Consequences** and **Item 8 – Risk Factors**, which might affect the tax consequences to acquiring, holding and disposing of Trust Units;
- legislative and regulatory developments that may affect costs, revenues, the speed and degree of competition entering the market, global capital markets activity, timing and extent of changes in prevailing interest rates, and/or changes in counterparty risk;
- risks associated with the potential for labour disruptions or weakened relations between Dental Investments and organized labour;
- risks associated with the heavily-regulated nature of the dental services industry, including with respect to licensing and handling of patient medical records;
- risks associated with the exposure of Dental Investments to litigation by patients, including medical malpractice claims; and
- risks associated with potential changes in the dental services industry, including technological changes and the entrance of new competitors.

We caution you that the above list of risk factors is not exhaustive. Other factors which could cause actual results, performance, achievements or outcomes of the Fund to differ materially from those contemplated (whether expressly or by implication) in the forward-looking information are disclosed under **Item 8 – Risk Factors**.

We are not obligated to update or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as required by applicable laws. Because of the risks, uncertainties and assumptions contained herein, prospective Investors should not place undue reliance on forward-looking information. The foregoing statements expressly qualify any forward-looking information contained in this offering memorandum.

MARKETING MATERIALS

Any “**OM marketing materials**” (as such term is defined in NI 45-106) related to each distribution under this offering memorandum and delivered or made reasonably available to a prospective Investor before the termination of such distribution will be, and will be deemed to be, incorporated by reference into this offering memorandum, provided that any OM marketing materials to be incorporated by reference into this offering memorandum are not part of the offering memorandum to the extent that the contents of such OM marketing materials have been modified or superseded by a statement contained in an amended or amended and restated offering memorandum or OM marketing materials subsequently delivered or made reasonably available to a prospective Investor prior to the execution of the Subscription Agreement providing for the purchase of Trust Units by the Investor. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement is not deemed an admission for any purpose that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded is not deemed, except as so modified or superseded, to constitute a part of this offering memorandum.

MARKET AND INDUSTRY DATA

This offering memorandum, and OM marketing materials incorporated by reference herein, may contain statistical data, market research and industry forecasts that were obtained from government or other industry publications and reports or are based on estimates derived from such publications and reports. Government and industry publications and reports generally indicate that they have obtained their information from sources believed to be reliable, but do not guarantee the accuracy and completeness of their information. While the Fund believes this data to be reliable, market and industry data is subject to variations and cannot be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey. The Fund has not independently verified any of the data from independent third party sources referred to in this offering memorandum or ascertained the underlying assumptions relied upon by such sources.

GLOSSARY

In this offering memorandum (including in the face pages hereof), unless the context otherwise requires, the following words and terms have the indicated meanings:

- “AcquisitionCo”** 2663065 Ontario Inc. (o/a Dentalook Management Co), an Ontario corporation responsible for acquiring Dental Investments. See **Item 2.2 - Our Business**.
- “Administration Agreement”** The Administration Agreement dated as of November 27, 2018 between the Fund and the Administrator pursuant to which the Administrator is retained to provide certain administrative and governance services in connection with the operation of the Fund.
- “Administrator”** Newlook Capital Dental Services Inc., an Ontario corporation responsible for administering the Fund.
- “affiliate”** Has the meaning given in National Instrument 45-106 - *Prospectus Exemptions*. Without limiting that definition, an issuer is an affiliate of another issuer if:
- (a) one issuer is controlled, directly or indirectly, by the other issuer; or
 - (b) each of the issuers is controlled, directly or indirectly, by the same other person(s) or issuers,
- and in respect of such relationship, a person or issuer (first person) is considered to “control” another issuer (second person) if:
- (c) the first person, directly or indirectly, beneficially owns or exercises direction or control over securities of the second person carrying votes which, if exercised, entitle the first person to elect a majority of the directors (or other similar fiduciaries) of the second person, unless the first person holds the voting securities only to secure an obligation;
 - (d) the second person is a partnership (other than a limited partnership) and the first person holds more than 50% of the interests of the partnership; or
 - (e) the second person is a limited partnership, whose general partner is the first person.
- “associate”** Has the meaning given in National Instrument 45-106 – *Prospectus Exemptions*, where used to indicate a relationship with any person. Without limiting that definition, when used to indicate a relation involving a person (first person), another person (second person) is an associate of or associated with the first person if:
- (a) the second person beneficially owns or controls, directly or indirectly, voting securities of the first person carrying more than 10% of the voting rights attached to the outstanding voting securities of the first person;
 - (b) the second person is a partner of the first person acting on behalf of the partnership of which they are partners;
 - (c) the second person is a trust or estate in which the first person has a substantial beneficial interest or in respect of which the first person serves as a trustee or executor or in a similar capacity; or
 - (d) where the first person is an individual, the second person is a relative of the first person, including:
 - (i) a spouse of the first person; or
 - (ii) a relative of the first person’s individual’s spouse,if the relative has the same home as the first person individual.
- “Available Funds”** The Offering Proceeds less the aggregate of the Offering Costs and Selling Commissions. See **Item 1 – Use of Available Funds**.
- “Business Day”** A day other than Saturday or Sunday on which banks in Toronto, Ontario are open for business.

| | |
|----------------------------------|---|
| “CDSS” | College of Dental Surgeons of Saskatchewan, the regulator for dentistry in the Province of Saskatchewan. |
| “Clinic” | A dental practice clinic (or any holding corporation that own such clinic, as applicable). |
| “Closing” | The respective completion of an issue and sale to Investors of Trust Units under the Offering from time to time. |
| “Closing Date” | The date of a Closing. Closings may be held (as determined by the Trustees or the Administrator in their discretion) from time to time until the Offering is terminated. |
| “conflict of interest matter” | A situation where a reasonable person would consider the person in question, or an entity related to such person, to have an interest which may conflict with their ability act in good faith and in the best interests of the Fund. |
| “CRA” | The Canada Revenue Agency. |
| “Debentures” | The 9% secured debentures of AcquisitionCo. Each Debenture will mature and become due and payable as to principal and accrued but unpaid interest on the fifth anniversary of the date such Debenture was issued to the Fund. Notwithstanding the foregoing, AcquisitionCo may elect, in its sole discretion, to extend the term of the Debenture for two additional one-year periods following the maturity date. Interest on the Debentures accrues on a non-compounded basis. It is AcquisitionCo’s intention to make reasonable commercial efforts to make interest payments at a rate of 9% per annum in each quarter subject to cash flow of AcquisitionCo, however, in the event that interest is not paid by AcquisitionCo in any quarter, this shall not be an “event of default” under the Debenture and such unpaid interest will accrue. On the maturity date, any unpaid interest shall be payable with the principal amount. AcquisitionCo may also issue Debentures to entities other than the Fund, which debentures shall rank <i>pari passu</i> with the Debentures issued to the Fund in terms of repayment. |
| “Declaration of Trust” | The amended and restated declaration of trust dated as of November 27, 2018, as subsequently amended or restated from time to time, between the Trustees, as trustees, and the Trust Unitholders, as beneficiaries, governing the Fund, as more particularly described under Item 2.7.1 – Declaration of Trust . |
| “Dental Investments” | The investments that AcquisitionCo seeks to acquire, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories). |
| “Dentalook Corporations” | Collectively, the entities to be purchased by AcquisitionCo that will hold the Non-Restricted Assets of five amalgamated Saskatchewan corporations that, prior to amalgamation, will transfer each of their respective Restricted Assets to PracticeCo (SK), and an Ontario corporation that will hold the Non-Restricted Assets of an Ontario corporation that, prior to the purchase by AcquisitionCo, will transfer its Restricted Assets to PracticeCo (ON). |
| “Dentalook Corporations Closing” | The closing of the transaction whereby AcquisitionCo will purchase 100% of the shares of the Dentalook Corporations. See Item 2.3.2 – Acquisition of Dentalook Corporations . |
| “Disposition Agreement” | Has the meaning given thereto in Item 2.2.1 – Business of AcquisitionCo . |
| “dissolution” | The liquidation, dissolution or winding up of the Fund, whether voluntary or otherwise, or other distribution of assets or property of the Fund or repayment of capital among the securityholders of the Fund for the purpose of liquidation, dissolution or winding up its affairs. |
| “Distribution Payment Date” | The day the Fund, or the next succeeding Business Day, that is 30 days following the last day of each fiscal quarter of the Fund. |

| | |
|---|--|
| “Distribution Period” | Each fiscal quarter of the Fund, or such other periods in respect of the Units as may be determined from time to time by the Trustees or the Administrator in accordance with the terms of the Declaration of Trust. |
| “DPSP” | A trust governed by a deferred profit sharing plan as defined under the Tax Act. |
| “Dr. Mazahreh” | Dr. Said Mazahreh, a dentist registered with the RCDSO and the CDSS. |
| “DRIP” | The distribution reinvestment plan adopted by the Fund. |
| “enterprise value” | The equity value of a Clinic plus the market value of debt less any cash and cash equivalents. For valuation purposes the enterprise value will be derived as a multiple of such Clinic’s earnings before interest, taxes, amortisation & depreciation, as determined by AcquisitionCo. |
| “Exempt Plans” | A RRSP, a RESP, a RRIF, a DPSP, a TFSA or a RDSP. |
| “Fund” | Newlook Capital Dental Services Trust, a trust formed under the laws of Ontario pursuant to the Declaration of Trust. See also Item 2.1.2 – The Fund . |
| “Independent Review Committee” | Has the meaning given thereto in Item 2.1.7 – Independent Review Committee and Conflicts of Interest Matters . |
| “Internal Wholesaler Fee” | The fee payable during the term of the Offering by Newlook Capital to individuals retained by Newlook Capital in an amount equal to 0.75% of the Offering Proceeds. |
| “Investor” | A person subscribing for and purchasing Trust Units pursuant to the Offering. |
| “Lead Arranger Fee” | The fee payable to certain securities dealers in an amount up to 0.5% of the Offering Proceeds on all distributions of Trust Units other than those Investors already known to the Fund and the directors and officers of the Administrator. |
| “Net Asset Value per Trust Unit” | The net asset value of the Fund, as at the calculation date, determined by subtracting the Fund’s aggregate liabilities from the Fund’s aggregate assets, divided by the aggregate number of Trust Units then outstanding. |
| “Net Available Cash” | The cash available to the Fund for discretionary distribution (if any), which is generally based on payment of principal and/or interest received by the Fund from AcquisitionCo on the Debentures, less amounts estimated for expenses, taxes, contingencies, depreciation, amortization, cost recovery deductions, or similar allowances or other obligations. |
| “Newlook Capital” | Newlook Capital Inc., an Ontario corporation |
| “NI 45-106” | National Instrument 45-106 - <i>Prospectus Exemptions</i> of the Canadian Securities Administrators. |
| “NI 81-107” | National Instrument 81-107 - <i>Independent Review Committee for Investment Funds</i> of the Canadian Securities Administrators. |
| “NNL Holding” | NNL Holding Corp., an Ontario corporation wholly-owned by Dr. Mazahreh. |
| “Non-Resident” | A person that is (or is deemed to be) a non-resident of Canada for the purposes of the Tax Act. |
| “Non-Restricted Assets” | All assets of a Clinic excluding only the Restricted Assets. |
| “OBCA” | <i>Business Corporations Act</i> (Ontario), as amended, including the regulations promulgated thereunder. |
| “Offering” | The Fund’s offering, issue and sale of Trust Units on a private placement basis, as more particularly described in this offering memorandum. |

| | |
|--|---|
| “Offering Costs” | Costs associated with the Offering and the establishment of the Fund excluding the Selling Commissions. |
| “offering memorandum” | This offering memorandum pertaining to the Offering, including any amendment, restatement or update to this offering memorandum. |
| “Offering Proceeds” | At any time, the aggregate gross proceeds realized by the Fund from the issue and sale of Trust Units under the Offering. |
| “person” | Any individual, general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or other body corporate with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority, department or political subdivision thereof, or other organization or entity, whether or not a legal entity, however designated or constituted. |
| “PracticeCos” | Collectively, PracticeCo (ON) and PracticeCo (SK). |
| “PracticeCo (ON)” | An Ontario professional corporation to be incorporated and which will be 100% owned by Dr. Mazahreh in order to hold all Restricted Assets of Clinics located in Ontario to be acquired by AcquisitionCo. |
| “PracticeCo (SK)” | A Saskatchewan professional corporation to be incorporated and which will be 100% owned by Dr. Mazahreh in order to hold all Restricted Assets of Clinics located in Saskatchewan to be acquired by AcquisitionCo. |
| “Preferred Shares” | Has the meaning given thereto in Item 2.1.3 – AcquisitionCo. |
| “RCDSO” | Royal College of Dental Surgeons of Ontario, the regulator for dentistry in Ontario. |
| “RDSP” | A trust governed by a registered disability savings plan as defined under the Tax Act. |
| “Redemption Note Interest Rate” | 2% plus the yield to maturity on five year marketable bonds issued by the Government of Canada in Canadian Dollars, based on the mid-market closing yields of such bonds as published by the Bank of Canada on the Business Day preceding the day on which the notice of redemption of a Trust Unit is given. |
| “Redemption Notes” | Debt securities of the Fund, or any subsidiary of the Fund, that may be created and issued from time to time, that are subordinated and unsecured, have a maturity of seven years or less, may be prepaid at any time at the option of the Fund prior to maturity, without notice, bonus or penalty and pay an annual rate of interest equal to the Redemption Note Interest Rate, which interest is payable quarterly in arrears. The only recourse of the Redemption Notes is to the assets of the Fund, and no recourse will be available against the Trustees or the Administrator in the event that the assets of the Fund are insufficient to satisfy the liability under the Redemption Notes. |
| “Redemption Price” | The Redemption Price per Trust Unit is equal to the lower of: (a) the Net Asset Value per Trust Unit or (b) \$100 per Trust Unit with a sliding scale of such percentage at the relevant point in time, less, in the discretion of the Trustee or Administrator, as applicable, any deductions for withholding tax charges or fees. Each Series of Trust Units will be subject to differing fees, however as these fees are paid by AcquisitionCo there will be no adjustment made to the determination of the Net Asset Value per Trust Unit. |

The percentages are as follows:

| Period of time between the issuance of the Trust Unit being redeemed and the date the notice of redemption is provided | Series A Trust Units | Series B Trust Units | Series F Trust Units |
|--|----------------------|----------------------|----------------------|
| < 1 year | 92.0% | 89.0% | 95.0% |
| 1 year < 2 years | 93.6% | 91.0% | 97.0% |
| 2 years < 3 years | 95.2% | 93.0% | 99.0% |
| 3 years < 4 years | 96.8% | 95.0% | 100.0% |
| 4 years < 5 years | 98.4% | 97.0% | 100.0% |
| 5 years and greater | 100.0% | 100.0% | 100.0% |

Pursuant to the foregoing table, a Trust Unitholder will receive a lower Redemption Price per Trust Unit if such Trust Unitholder redeems his or her Trust Units within a certain period of time from the date of investment (depending on the Series of Trust Unit held by the Trust Unitholder). This is intended to protect the Fund and existing Trust Unitholders from a reduction in the value of the Fund due to the payment of Selling Commissions and Offering Costs.

“RESP”

A trust governed by a registered education savings plan as defined under the Tax Act.

“Restricted Assets”

Customer lists, health records, goodwill, or any other assets which are prevented from being owned by non-dentists by RCDSO, CDSS or other provincial regulatory body governing the practice of dentistry or professional corporations, as applicable.

“RRIF”

A trust governed by a registered retirement income fund as defined under the Tax Act.

“RRSP”

A trust governed by a registered retirement savings plan as defined under the Tax Act.

“Selling Commissions”

In respect of a Trust Unit, any commissions paid or fees paid to brokers, intermediaries (including the Lead Arranger Fee and Internal Wholesaler Fee) in connection with the issuance of such Trust Units. See **Item 7 – Compensation Paid to Sellers**.

“Series”

A particular series of Trust Units, as may be applicable in the context. Each Series of Trust Unit will have equal value, but may differ in attributes in another Series and each Series of Trust Units may have different rights and restrictions, different fee and dealer compensation terms.

“Series A Trust Units”

Those Trust Units of the Fund designated as Series A Trust Units. For further details on the rights, restrictions and terms of the Series A Trust Units see **Item 5.1 – Trust Units**.

“Series B Trust Units”

Those Trust Units of the Fund designated as Series B Trust Units. For further details on the rights, restrictions and terms of the Series B Trust Units see **Item 5.1 – Trust Units**.

“Series F Trust Units”

Those Trust Units of the Fund designated as Series F Trust Units. For further details on the rights, restrictions and terms of the Series F Trust Units see **Item 5.1 – Trust Units**.

“Services Agreement”

The services agreement entered into between the Fund, the Administrator, and Newlook Capital dated November 27, 2018, as amended, supplemented, restated or amended and restated from time to time, pursuant to which Newlook Capital will provide services to the Fund, the Administrator and AcquisitionCo.

“SIFT Rules”

Has the meaning given thereto in **Item 6.1.2 – Status of the Fund**.

| | |
|---------------------------------|---|
| “Special Resolution” | <p>Means:</p> <ul style="list-style-type: none">(a) 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 Declaration of Trust and passed by more than 66⅔% of the votes cast on such resolution by Trust Unitholders present or represented by proxy at the meeting; or(b) notwithstanding any other provision of the Declaration of Trust, a resolution in writing executed by Trust Unitholders holding more than 66⅔% of the votes attached to outstanding Trust Units at any time. |
| “Subscription Agreement” | A subscription agreement to be executed by each Investor providing for the purchase of Trust Units in the form provided by the Fund. |
| “subsidiary” | <p>Has the meaning given in National Instrument 45-106 – <i>Prospectus Exemptions</i>. Without limiting that definition, an issuer is a subsidiary of another issuer if it is controlled, directly or indirectly, by that other issuer, and in respect of such relationship, a person or issuer (first person) is considered to “control” another issuer (second person) if:</p> <ul style="list-style-type: none">(a) the first person, directly or indirectly, beneficially owns or exercises direction or control over securities of the issuers carrying votes which, if exercised, entitle the first person to elect a majority of the directors (or other similar fiduciaries) of the issuer, unless the first person holds the voting securities only to secure an obligation;(b) the issuer is a partnership (other than a limited partnership) and the first person holds more than 50% of the interests of the partnership; or(c) the issuer is a limited partnership, whose general partner is the first person. |
| “Tax Act” | The <i>Income Tax Act</i> (Canada) R.S.C. 1985 (5 th Supplement), C.I. as amended and the regulations thereunder, as amended from time to time. |
| “TFSA” | A trust governed by a tax-free savings account as defined under the Tax Act. |
| “Trustees” | At any time, the trustees of the Fund, which currently are Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor. |
| “Trust Unitholder” | 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 Fund for outstanding Trust Units. |
| “Trust Units” | There is a single class of Trust Units of the Fund, issuable in Series as to Series A Trust Units of the Fund and/or the Series B Trust Units of the Fund and/or the Series F Trust Units of the Fund, as may be applicable in the context, and as more particularly described under Item 5.1 – Trust Units . |

In this offering memorandum, unless the context otherwise requires, grammatical variations of the words and terms in this Glossary have meanings corresponding to the meanings given in this Glossary. Without limiting the generality of the foregoing, words and terms in the Glossary that give the singular number also include the plural and vice versa, and words and terms importing the masculine, feminine or neuter gender include the other genders.

In this offering memorandum, references to “dollars” and “\$” are to the currency of Canada, unless otherwise indicated.

In this offering memorandum, unless the context otherwise requires, terms such as “**we**”, “**us**” and “**our**” are meant to refer to the Fund, AcquisitionCo and any of its subsidiary entities and “**you**” is meant to refer to Investors who purchase Trust Units under the Offering, thereupon becoming Trust Unitholders.

In this offering memorandum, unless expressly modified by the words “only” or “solely”, the words “include”, “includes” or “including”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters but rather are to be construed as meaning “includes without limitation” or “including without limitation” (as the context requires) and permitting such general term or statement to refer to all other items or matters that could reasonably fall within its broadest possible scope.

ITEM 1 – USE OF AVAILABLE FUNDS

1.1 Funds

The table below represents the estimated Available Funds assuming a \$120,000,000 Offering:

| | Assuming \$120,000,000 Offering ⁽⁶⁾ |
|---|--|
| A Total amount to be raised by the Offering ⁽¹⁾⁽²⁾ | \$120,000,000 |
| B Selling Commissions ⁽³⁾ | \$11,100,000 |
| C Estimated Offering Costs ⁽⁴⁾ | \$300,000 |
| D Available Funds: D = A – (B + C) ⁽⁵⁾ | \$108,600,000 |

Notes:

- (1) To date, the Fund has issued and sold 7,425 Series A Trust Units, 37,560 Series B Trust Units and 2,370 Series F Trust Units to Investors under the Offering. See **Item 4.3 – Prior Sales**. There is no assurance that the Fund will realize sufficient funding under the Offering to advance the business of the Fund or AcquisitionCo. See **Item 1.2 – Use of Available Funds**. This is a risky investment. You could lose all the money you invest. See **Item 8 – Risk Factors**.
- (2) Assumes all Trust Units have been issued at \$100 per Trust Unit. The Fund determines the pricing under the Offering for the Trust Units. The subscription price per Trust Unit is subject to adjustment as described in **Item 5.2 – Subscription Procedure**.
- (3) Assumes all Trust Units issued pursuant to the Offering are Series B Trust Units and that the Fund pays Selling Commissions on the Series B Trust Units equal to 9.25% of the Offering Proceeds realized on the sale of Series B Trust Units. See **Item 7 – Compensation Paid to Sellers**. All Selling Commissions will be paid by AcquisitionCo and not by the Fund. See **Item 1.4 – Fees and Expenses**.
- (4) Offering Costs include legal, consulting, accounting, audit, advertising, marketing, travel and other costs associated with establishing and organizing the Fund and completing all Closings. All Offering Costs will be paid by AcquisitionCo and not by the Fund.
- (5) The Fund intends to use the Available Funds to purchase Debentures of AcquisitionCo. See **Item 1.2 – Use of Available Funds**.
- (6) There is no minimum or maximum Offering. The Fund may complete the issue and sale of Trust Units at any time and from time to time at one or more Closings until the Offering is terminated.

1.2 Use of Available Funds

1.2.1 Use of Available Funds by the Fund

The table below represents the estimated use of the Available Funds by the Fund, based on its present plans and present business conditions.

| Description of intended use of Available Funds listed in order of priority | Assuming \$120,000,000 Offering |
|--|---------------------------------|
| To purchase Debentures of AcquisitionCo | \$108,600,000 |
| Available Funds Total | \$108,600,000 |

1.2.2 Use of Available Funds by AcquisitionCo

| Description of intended use of Available Funds listed in order of priority | Assuming \$120,000,000 Offering |
|---|---------------------------------|
| Payment of the cash portion of the purchase price of the Dentallook Corporations ⁽¹⁾ | \$8,500,000 |
| Acquisition of Dental Investments including Dentallook Corporations ⁽¹⁾ | \$100,060,000 |
| Working capital for the next 12 months | \$40,000 |
| Available Funds Total | \$108,600,000 |

Notes:

- (1) AcquisitionCo has entered into an agreement dated January 11, 2019 to purchase the Dentallook Corporations. See **Item 2.3.2 – Acquisition of Dentallook Corporations**. After the completion of the Dentallook Corporations Closing, AcquisitionCo will use the remaining proceeds from the issuance of the Debentures to the Fund to acquire Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories). Other than the Dentallook Corporations, the specific Dental Investments that AcquisitionCo will acquire have not been identified as of the date of this offering memorandum or, to the extent identified, any acquisition thereof is too speculative or remote as of the date of this offering memorandum for description thereof in this offering memorandum. See **Item 2.3.2 – Acquisition of Dentallook Corporations** and **Item 8 – Risk Factors**.

1.3 Reallocation

The Fund and AcquisitionCo intend to spend the Available Funds as stated above. The Fund and AcquisitionCo will reallocate the Available Funds only for sound business reasons in accordance with the investment objectives of the Fund and AcquisitionCo, in the discretion of AcquisitionCo or the Administrator, on behalf of the Fund, as applicable. Any reallocation of Available Funds not contemplated in this offering memorandum will require unanimous approval of the Independent Review Committee prior to such reallocation, in addition to majority approval of directors of AcquisitionCo or the Administrator, as applicable. Unforeseen events or changes in business conditions may result in the application of Available Funds in a different manner than is described in this offering memorandum as reviewed and approved by the Independent Review Committee.

In the event that the Dentallook Corporations Closing does not occur, AcquisitionCo may retain the Available Funds to acquire other Dental Investments in accordance with the investment objectives of the Fund and AcquisitionCo.

1.4 Fees and Expenses

1.4.1 Compensation Paid to the Trustees

The Trustees will not be paid a salary or any compensation for their services as trustees of the Fund. Any modification to the compensation paid to the Trustees not contemplated in this offering memorandum will require prior unanimous approval of the Independent Review Committee. See also **Item 3 – Interests Of Directors, Management, Promoters And Principal Holders**.

1.4.2 Compensation Paid to Newlook Capital

Newlook Capital will be reimbursed up to \$250,000 by AcquisitionCo for costs incurred related to the structuring and launching of the Fund, and certain pre-operating expenses.

Further, Newlook Capital will be paid an aggregate fee of \$1,000,000 by AcquisitionCo upon meeting the three milestones as described below:

- Upon the Dentallook Corporations Closing, Newlook Capital will be paid \$500,000.
- Upon the Fund receiving Offering Proceeds of at least \$10,000,000, Newlook Capital will be paid \$250,000.
- Upon the Fund receiving Offering Proceeds of at least \$20,000,000, Newlook Capital will be paid \$250,000.

1.4.3 Expenses and Selling Commissions

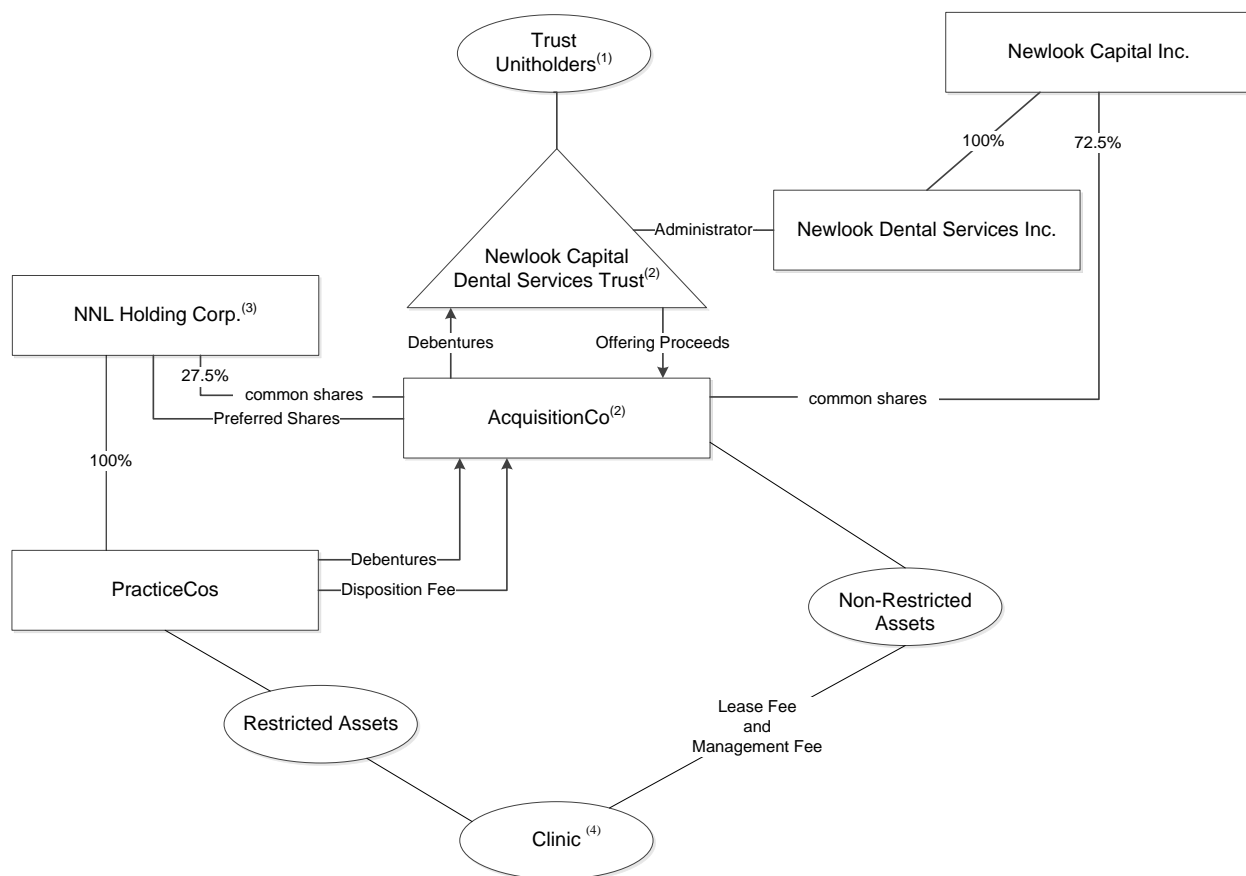
Pursuant to the terms of the Services Agreement and the Debenture, AcquisitionCo will be responsible for the payment of the Selling Commissions, Offering Costs and all reasonable ongoing expenses associated with the operation of the Fund, including all general and administrative, marketing and operating expenses, any expenses of the Trustees and the Administrator as well as administration fees and costs associated with offices for the Fund, insurance costs, expenses related to portfolio transactions, legal, banking, audit and accounting fees, investor reporting costs, printing and mailing costs and costs incurred in connection with any governmental or regulatory filing requirements. Reasonable expenses are to be determined by the Independent Review Committee.

ITEM 2 – BUSINESS OF THE FUND

2.1 Structure

2.1.1 Organizational Chart

The structure of the Fund and AcquisitionCo upon the completion of the Dentallook Corporations Closing is outlined below.



Notes:

- (1) Trust Unitholders hold Trust Units, each of which represents a holder's proportionate undivided beneficial interest in the Fund. See **Item 2.1.2 – The Fund**.
- (2) The Fund will use the Available Funds from the Offering of Trust Units to purchase Debentures of AcquisitionCo. AcquisitionCo will, in turn, use the funds available to it from the sale of Debentures to the Fund to, directly or indirectly, acquire Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories). Other than the Dentallook Corporations, the specific Dental Investments in which AcquisitionCo will be invested have not been identified as of the date of this offering memorandum or, to the extent identified, any acquisition thereof is too speculative or remote as of the date of this offering memorandum for description thereof in this offering memorandum. See **Item 2.3.2 – Acquisition of Dentallook Corporations** and **Item 8 – Risk Factors**.
- (3) NNL Holding is wholly-owned by Dr. Mazahreh. In the event that Dr. Mazahreh ceases to be President and CEO of a PracticeCo for any reason, within six months of such cessation, such PracticeCo will cause another dentist to purchase all of NNL Holding's interests in the PracticeCo.
- (4) See **Item 2.3.1 - Current Dental Investments** for a summary of the Clinics.

2.1.2 The Fund

The Fund is a trust formed under the laws of Ontario pursuant to the Declaration of Trust. The Trustees for the Fund are Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor. The Fund has entered into the Administration Agreement pursuant to which the administrative and governance duties of the Trustees have been delegated to the Administrator. Accordingly, the Administrator will undertake the management of the Fund for all purposes. The Fund is governed by the Declaration of Trust between the Trustees, as trustees, and the Trust Unitholders, as beneficiaries, which establishes the rights and obligations of the Trust Unitholders and the Trustees. See **Item 2.7.1 – Declaration of Trust**.

The Fund will use the Available Funds from the Offering to purchase Debentures of AcquisitionCo, and AcquisitionCo will, in turn, use the funds available to it from the sale of Debentures to the Fund to, directly or indirectly, acquire Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories).

The Fund is a mutual fund trust for purposes of the Tax Act. However, the Fund is not, and will not become, a "mutual fund" as defined by applicable Canadian securities legislation and the Fund does not operate in accordance with the requirements of the Canadian securities regulations applicable to mutual funds. Accordingly, certain investor protections contained in those regulations are not

available to purchasers of Trust Units. In addition, the Fund is not a trust company and is not registered under applicable legislation governing trust companies.

The Fund was established, among other things, to:

- (a) realize proceeds under the Offering;
- (b) invest in the Debentures of AcquisitionCo, which will, in turn, use the funds available to it from the sale of Debentures to the Fund to, directly or indirectly, acquire Dental Investments;
- (c) make allocations and distributions to its Trust Unitholders in accordance with the Declaration of Trust; and
- (d) as contemplated or permitted under the Declaration of Trust, temporarily hold cash satisfying the payment of the Redemption Price in connection with the redemption of Trust Units (if any).

The Fund is authorized to issue an unlimited number of equity units of ownership interest in the Fund, namely, the Trust Units, each of which represents a holder's proportionate undivided beneficial interest in the Fund and each of which is entitled to the rights and is subject to the limitations, restrictions and conditions set out in the Declaration of Trust. Each Trust Unitholder has the same rights and obligations as any other Trust Unitholder (and is entitled to no privilege, priority or preference in relation to any other Trust Unitholders except with respect to withholding taxes as provided in the Declaration of Trust). For descriptions of the Declaration of Trust and the Trust Units, see **Item 2.7.1 – Declaration of Trust** and **Item 5 – Securities Offered**.

Set out in **Item 5.1.7 – Funds Flow from AcquisitionCo** is a summary of the distribution of funds from AcquisitionCo to the Fund.

2.1.3 AcquisitionCo

AcquisitionCo is a corporation incorporated under the OBCA on November 7, 2018. The fiscal year end of AcquisitionCo is December 31. The registered office of AcquisitionCo is located at 1550 Appleby Line, Suite 100, Burlington, ON L7L 6V1.

Upon the completion of the Dentalook Corporations Closing, the outstanding common shares of AcquisitionCo will be held by Newlook Capital as to 72.5% and NNL Holding as to 27.5%. NNL Holding will also hold \$3,000,000 of non-voting participating preferred shares (the "**Preferred Shares**") in the capital of AcquisitionCo. The Preferred Shares pay a cumulative annual dividend of 9%, which dividend is not compounded. The dividend paid on the Preferred Shares is payable in priority to dividends paid on the common shares of AcquisitionCo, but is subordinate to payment of interest and principal on the Debentures held by the Fund.

Upon the completion of the Dentalook Corporations Closing, the board of directors of AcquisitionCo shall be comprised of four directors, being Elroy Gust, Abbas Osman, Dr. Mazahreh and Karen de Lottinville. The officer is Dr. Mazahreh (as Chief Executive Officer, "**CEO**"). Dr. Mazahreh is guaranteed three years in his role as CEO pursuant to an employment agreement (subject to removal for cause or after 36 months of commencement if certain targets are not met in relation to (i) the repayment of interest on Debentures, and (ii) the expenses incurred by AcquisitionCo). AcquisitionCo may issue additional preferred shares in series, to one or more persons in the future.

Upon the completion of the Dentalook Corporations Closing, the members of the board of directors of AcquisitionCo shall be nominated by the Fund, NNL Holding and Newlook Capital, as follows:

- Newlook Capital is entitled to nominate one board seat;
- the Fund is entitled to nominate one board seat (pursuant to the terms of the Debenture); and
- NNL Holding is entitled to nominate such number of board seats on the board as is equal to the number of directors nominated by Newlook Capital and the Fund (which at the outset, shall be two directors).

Notwithstanding the foregoing, (i) if Dr. Mazahreh ceases to be CEO of AcquisitionCo, NNL Holding may only nominate one director until such time as he, directly or indirectly, ceases to hold at least 10% of the common shares of AcquisitionCo, and (ii) if (a) Dr. Mazahreh is terminated as CEO for cause, and (b) NNL Holding does not own any shares in PracticeCo, NNL Holding shall have zero nominations to the board of AcquisitionCo. This allows both parties to exercise control and discretion over their respective investments.

The Fund shall be entitled to nominate one board seat during such time as any of the Debentures remain outstanding, and the initial nominee of the Fund is Elroy Gust.

If required, the size of the board will be expanded as necessary and independent persons will be appointed to the board, as approved by both Newlook Capital and NNL Holding, each acting reasonably. Any declaration of dividends shall be by agreement between Newlook Capital and NNL Holding. In the event that AcquisitionCo fails to make interest payments of 2.25% per quarter on the Debentures in any two quarters during a twelve-month period, then AcquisitionCo shall not make any distributions to its shareholders until such time as the unpaid portion of such interest on the Debentures have been paid.

In the event of a tie vote by the board, NNL Holding shall have the casting vote on all board decisions except for the following, over which Newlook Capital shall have the casting vote:

- (a) the sale of AcquisitionCo, in whole or in part;
- (b) financing and recapitalization;
- (c) replacement of Dr. Mazahreh as CEO (without affecting his 27.5% ownership in AcquisitionCo), with a non-compete in place to restrict his ability to create another dental platform (which will limit his ownership of five Clinics for a period of five years from the date of termination of his tenure as CEO for any reason). Note that Dr. Mazahreh is guaranteed three years in his role as CEO pursuant to an employment agreement (subject to removal for cause or after 36 months of commencement if certain head office expenses and obligations to the Fund are not met);
- (d) appointing the Chief Financial Officer; and
- (e) major CAPEX decisions over \$50,000.

Subject to any conflict of interest matters requiring approval of the Independent Review Committee, any decisions related to future acquisitions will be unanimously agreed upon by Newlook Capital and NNL Holding. See **Item 2.1.7 – Independent Review Committee and Conflicts of Interest Matters**

Upon the completion of the Dentalook Corporations Closing, the mutual rights and obligations of AcquisitionCo are to be governed by the Shareholders Agreement (AcquisitionCo) that implements standard drag-along and tag-along rights and sets out certain key decisions that require unanimous or super majority consent of the shareholders of AcquisitionCo, including but not limited to: approval for encumbering the business or its assets, issuing shares, selling an interest in the business, any compromise of or transfer of any interest whatsoever in the Non-Restricted Assets held by AcquisitionCo or any security interests over the Dental Investments, generally.

AcquisitionCo may obtain conventional bank debt which may rank in priority to the Debentures. However, the aggregate principal amount of such senior indebtedness may not exceed an amount equal to 25% of the aggregate principal amount of the outstanding Debentures. AcquisitionCo shall determine compliance with such debt limitation at the time of incurring any such senior indebtedness and at the end of each fiscal quarter. AcquisitionCo may also issue Debentures to entities other than the Fund, which debentures shall rank *pari passu* with the Debentures issued to the Fund in terms of repayment.

2.1.4 PracticeCos

- (a) **PracticeCo (ON)**

PracticeCo (ON) is a corporation to be incorporated under the OBCA.

The outstanding shares of PracticeCo (ON) will be 100% held by Dr. Mazahreh. PracticeCo (ON) will be authorized to issue additional shares to one or more unaffiliated persons in the future upon a unanimous decision of the board of directors of PracticeCo (ON). The director of PracticeCo (ON) will be Dr. Mazahreh. The officer will be Dr. Mazahreh (as President and Chief Executive Officer). In the event that Dr. Mazahreh ceases to be President and CEO of PracticeCo (ON) for any reason, within six months of such cessation, PracticeCo (ON) will cause another dentist to purchase all of NNL Holding's interests in PracticeCo (ON) for nominal consideration. Dr. Mazahreh shall serve as clinical director of PracticeCo (ON) until such time as all of Dr. Mazahreh's interests have been acquired by such other dentist. Until all such interests of PracticeCo (ON) have been divested by Dr. Mazahreh in relation to Dr. Mazahreh ceasing to be President and CEO of PracticeCo (ON), (i) Dr. Mazahreh shall have sole authority to direct all clinical aspects of PracticeCo (ON), (ii) PracticeCo (ON) shall maintain all adequate insurance policies for all liabilities of Dr. Mazahreh and shall indemnify him against all liability, and (iii) all activities of PracticeCo (ON) (or the companies owned by PracticeCo (ON) which hold the Restricted Assets of Clinics in which AcquisitionCo is invested) shall be conducted in accordance with all applicable laws and regulatory requirements.

(b) **PracticeCo (SK)**

PracticeCo (SK) is a corporation to be incorporated under the *Business Corporations Act* (Saskatchewan).

The outstanding shares of PracticeCo (SK) will be 100% held by Dr. Mazahreh. PracticeCo (SK) will be authorized to issue additional shares to one or more unaffiliated persons in the future upon a unanimous decision of the board of directors of PracticeCo (SK). The director of PracticeCo (SK) will be Dr. Mazahreh. The officer will be Dr. Mazahreh (as President and Chief Executive Officer). In the event that Dr. Mazahreh ceases to be President and CEO of PracticeCo (SK) for any reason, within six months of such cessation, PracticeCo (SK) will cause another dentist to purchase all of Dr. Mazahreh's interests in PracticeCo (SK) for nominal consideration. Dr. Mazahreh shall serve as clinical director of PracticeCo (SK) until such time as all of Dr. Mazahreh's interests have been acquired by such other dentist. Until all such interests of PracticeCo (SK) have been divested by Dr. Mazahreh in relation to Dr. Mazahreh ceasing to be President and CEO of PracticeCo (SK), (i) Dr. Mazahreh shall have sole authority to direct all clinical aspects of PracticeCo (SK), (ii) PracticeCo (SK) shall maintain all adequate insurance policies for all liabilities of Dr. Mazahreh and shall indemnify him against all liability, and (iii) all activities of PracticeCo (SK) (or the companies owned by PracticeCo (SK) which hold the Restricted Assets of Clinics in which AcquisitionCo is invested) shall be conducted in accordance with all applicable laws and regulatory requirements.

2.1.5 Relationship with Newlook Capital

Newlook Capital is the sole shareholder of the Administrator and a majority shareholder of AcquisitionCo. As a result of its holdings in the Administrator, Newlook Capital is able to control the appointment and removal of the directors of the Administrator, and accordingly, exercises substantial influence over the Fund. Newlook Capital is also entitled to nominate a director to the board of directors of AcquisitionCo and is granted a casting vote on certain decisions of the board of directors of AcquisitionCo.

AcquisitionCo has agreed to pay a fee in the amount of up to \$1,000,000 to Newlook Capital upon the Fund reaching investment milestones. See **Item 1.4.2 – Compensation Paid to Newlook Capital**.

The success of the Fund and AcquisitionCo depends in part on Newlook Capital's ability to identify financing opportunities (such as the Fund) for AcquisitionCo, but Newlook Capital has no obligation to source financing opportunities for AcquisitionCo.

Newlook Capital has established and advised, and may continue to establish and advise, other entities that rely on the diligence, skill and business contacts of Newlook Capital's professionals and the information and acquisition opportunities they generate during the normal course of their activities. See **Item 2.1.7 – Independent Review Committee and Conflicts of Interest Matters** and **Item 8 – Risk Factors**.

2.1.6 Conflict of Interest

The Fund's and AcquisitionCo's organizational and ownership structure and strategy involve a number of relationships that may give rise to conflicts of interest between Investors, on the one hand, and Newlook Capital (or its principals), on the other hand. The Fund, the Administrator and AcquisitionCo have adopted a conflict of interest policy (the "**Conflict of Interest Policy**"), as may be amended or restated from time to time, to establish a process for identifying and managing conflict of interest matters. In particular, conflicts of interest could arise, among other reasons, because:

- (a) the Conflict of Interest Policy contains guidelines for the fair allocation of investment opportunities by Newlook Capital. However, in originating and recommending acquisition opportunities, Newlook Capital has significant discretion to determine the suitability of opportunities for AcquisitionCo and whether to allocate such opportunities to AcquisitionCo. There may be circumstances where Newlook Capital will determine that an acquisition opportunity is not suitable for AcquisitionCo because of: (i) the fit with AcquisitionCo's acquisition strategy or existing portfolio; (ii) limits arising due to regulatory or tax considerations; (iii) limits on AcquisitionCo's financial capacity; or (iv) because of the characteristics of the target assets. In such circumstances, Newlook Capital is entitled, subject to the Conflict of Interest Policy, to allocate such opportunities to itself or other entities managed by Newlook Capital, rather than offering AcquisitionCo the opportunity to make the acquisition;
- (b) each of Elroy Gust, Tony Diab, Abbas Osman, Gavin Treanor, Dr. Mazahreh and Karen de Lottinville has economic interests in or acts as senior management for other entities. Accordingly, limitations on the availability of such individuals will result in a limitation on the availability of acquisition opportunities for AcquisitionCo;
- (c) Newlook Capital, Elroy Gust, Tony Diab, Abbas Osman, Gavin Treanor, Dr. Mazahreh and Karen de Lottinville are permitted, subject to the Conflict of Interest Policy, to pursue other business activities and provide services to third

parties that compete directly with AcquisitionCo's business and activities without providing AcquisitionCo with an opportunity to participate;

- (d) the Fund's and AcquisitionCo's relationship with Newlook Capital involves a number of arrangements pursuant to which Newlook Capital provides (directly or indirectly) various services and originates acquisition opportunities, and circumstances may arise in which these arrangements will need to be amended or new arrangements will need to be entered into. As the Fund's and AcquisitionCo's arrangements with Newlook Capital were effectively determined by Newlook Capital in the context of the formation of the Fund and AcquisitionCo, they may contain terms that are less favorable than those which otherwise might have been negotiated between unrelated parties; and
- (e) the liability of Newlook Capital, Elroy Gust, Tony Diab, Abbas Osman, Gavin Treanor, Dr. Mazahreh and Karen de Lottinville is limited under their arrangements with the Fund and AcquisitionCo and the Fund and AcquisitionCo have agreed to indemnify Newlook Capital, Elroy Gust, Tony Diab, Abbas Osman, Gavin Treanor, Dr. Mazahreh and Karen de Lottinville against claims, liabilities, losses, damages, costs or expenses which they may face in connection with those arrangements, which may lead them to assume greater risks when making decisions than they otherwise would if such decisions were being made solely for their own account, or may give rise to legal claims for indemnification that are adverse to the interests of Investors.

2.1.7 Independent Review Committee and Conflicts of Interest Matters

Pursuant to the terms of the Declaration of Trust and the Debenture, the Fund has appointed an independent review committee (the **"Independent Review Committee"**) that consists of not less than two members. All members of the Independent Review Committee shall be "independent" as defined in NI 81-107. Further, NI 81-107 is used solely to define "independent" and does not apply to the Fund.

Unanimous approval of the Independent Review Committee shall be required:

- (a) to confirm that a particular investment is consistent with the investment criteria of the Fund prior to making such investment;
- (b) prior to the allocation of expenses between the Fund and the Administrator or any of their affiliates;
- (c) to amend the terms of any outstanding Debenture; and
- (d) with respect to any conflict of interest matter regarding the business of the Fund, AcquisitionCo, the Investors, and Newlook Capital, including but not limited to, (i) the approval of expenses, fees or other costs and any related-party transactions or contracts involving the Fund, AcquisitionCo, the Investors, the Trustees or the Administrator, as applicable, or related-party transactions or contracts involving their directors, officers, shareholders or affiliates (including Newlook Capital), (ii) the allocation of investment opportunities among the Fund and AcquisitionCo and other entities managed or controlled by Newlook Capital, and (iii) any material amendment to the Services Agreement.

AcquisitionCo will pay the reasonable remuneration of the Independent Review Committee up to and including an amount equal to \$25,000 per member.

2.2 Our Business

The Fund will use the Available Funds from the Offering of Trust Units to purchase Debentures of AcquisitionCo. AcquisitionCo will, in turn, use the funds available to it from the sale of Debentures to the Fund to, directly or indirectly, acquire Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories). In this manner the Fund will, indirectly through its interest in the Debentures, earn income derived from the Dental Investments. It is a condition of the Debentures that AcquisitionCo will be required to have 10% of the value of the aggregate Debentures in issued and outstanding equity. For example, if AcquisitionCo has \$10,000,000 of Debentures outstanding, AcquisitionCo must have an equity value (in common shares and Preferred Shares) of not less than \$1,000,000.

In addition, AcquisitionCo will provide certain services to the PracticeCos and the Clinics in which AcquisitionCo invests, including by entering into a management services agreement between AcquisitionCo and each of PracticeCo (ON) and PracticeCo (SK) and the provision of management, employment (including hygienists) and administration services to such Clinics.

RCDSO and CDSS requires that the Restricted Assets of any Clinics remain owned by a dentist (under the applicable laws of where the Restricted Assets originate, the Restricted Assets cannot be owned by a non-dentist). Accordingly, AcquisitionCo will not, directly or indirectly, own any of the Restricted Assets of the Clinics in which it invests.

The Fund's investment structure has been designed to (i) provide Investors with investment exposure to Dental Investments which the Fund believes are capable of paying the interest and returning the principal invested and (ii) permit investment by Exempt Plans.

2.2.1 Business of AcquisitionCo

AcquisitionCo will select Dental Investments as described in **Item 2.2.3 – Investment Strategy**. AcquisitionCo will seek to invest in Dental Investments that are profitable and are capable of paying interest and returning the principal amount on invested capital and an opportunity for capital appreciation. With respect to the acquisition of Dental Investments that are Clinics, AcquisitionCo will use the funds raised from the sale of Debentures to the Fund to finance PracticeCos, which will in turn purchase the Restricted Assets of the Clinic while AcquisitionCo will purchase the Non-Restricted Assets. The structure of such purchase may vary by Clinic, but is generally expected to be either: (a) AcquisitionCo enters into an asset purchase agreement with the Clinic to purchase the Non-Restricted Assets; or (b) AcquisitionCo will ensure that the Restricted Assets of the Clinic are first purchased by either PracticeCo (ON) or PracticeCo (SK), before entering into a share purchase agreement with the shareholder of the Clinic (which now only holds Non-Restricted Assets). The consideration for the purchase of the Non-Restricted Assets will be cash and/or shares in the capital of AcquisitionCo. The proportion of cash or shares forming part of the consideration will generally be determined by (i) the liabilities of the Clinic, (ii) the desire of the Clinic's owners to participate in AcquisitionCo, and (iii) the Clinic's owners individual taxplanning.

Subsequent to the acquisition, all Non-Restricted Assets of the Clinic will be leased back to the Clinic. Under the terms of the lease the Clinic will pay AcquisitionCo a fee for the leased Non-Restricted Assets, and AcquisitionCo will also register a first priority charge over all of the assets of the Clinic. Should additional Non-Restricted Assets be required for the efficient operation of each Clinic, AcquisitionCo will purchase the required assets and lease them to the Clinic in question.

All Restricted Assets will remain wholly owned by qualified dentists as required by applicable law.

AcquisitionCo will pay Selling Commissions as well as legal, professional and transaction costs associated with the Offering pursuant to the terms of the Debenture. See **Item 2.7.4 – Debentures**.

Concurrent with the closing of the purchase transactions, PracticeCos will also enter into an exclusive disposition agreement with AcquisitionCo (the "**Disposition Agreement**"). The terms of the Disposition Agreement will require AcquisitionCo to be retained as the sole agent in respect of any sale of the shares or assets of either PracticeCos or a Clinic, from time to time, and require that a fee be payable to AcquisitionCo on any such disposition. The fee payable will be 20% of the enterprise value of the PracticeCo/Clinic sold. The early termination of the management services agreement between AcquisitionCo and the relevant PracticeCo will also entitle AcquisitionCo to a termination fee for the early termination of such agreement.

Additionally, PracticeCos will enter into a separate agreement with AcquisitionCo pursuant to which they will agree to utilize a portion of any dividends they receive from any Clinic to grant an unsecured non-recourse loan to AcquisitionCo to fund further growth, repay indebtedness or for general working capital purposes as AcquisitionCo may determine.

Each of the Clinics will enter into a management services agreement with AcquisitionCo, whereby AcquisitionCo will provide hygienists, support staff for the hygienists and administrative staff for the Clinic, as well as determine new ways to more efficiently run the Clinic. In return for the provision of such services, each Clinic will pay AcquisitionCo a reasonable management fee and grant a security interest over the Restricted Assets in favour of AcquisitionCo.

AcquisitionCo has entered into an agreement to purchase the Dentalook Corporations (as described in **Item 2.3.2 - Acquisition of Dentalook Corporations**).

AcquisitionCo may obtain conventional bank debt which may rank in priority to the Debentures. However, the aggregate principal amount of such senior indebtedness may not exceed an amount equal to 25% of the aggregate principal amount of the outstanding Debentures. AcquisitionCo shall determine compliance with such debt limitation at the time of incurring any such senior indebtedness and at the end of each fiscal quarter. AcquisitionCo may also issue Debentures to entities other than the Fund, which debentures shall rank *pari passu* with the Debentures issued to the Fund in terms of repayment.

AcquisitionCo will ensure that any available capital is used to first pay the interest on any bank debt, secondly to pay the interest on the Debentures, thirdly to pay the cumulative annual dividend of 9% to the holders of the non-voting participating preferred shares, and then lastly to pay a dividend to the holders of the common shares of AcquisitionCo. Upon exit, AcquisitionCo will ensure that any available capital is used to first pay the principal on any bank debt, secondly to pay the principal on the Debentures, thirdly to return the

capital and capital gains to the holders of the non-voting participating preferred shares, and the remaining will go to the holders of the common shares of AcquisitionCo.

2.2.2 Business of PracticeCos

PracticeCos will purchase, directly or indirectly, the Restricted Assets of a Clinic upon the direction of AcquisitionCo. Cash consideration will be paid to the owner(s) of the Clinic and will be funded by a secured debenture issued to PracticeCos by AcquisitionCo. The debenture will have an annual interest rate of between 8-12% (depending on a case-by-case basis based on cash flow of the Clinic to be acquired) and be secured by a general security agreement over all of the Restricted Assets of Clinic.

The dentist selling the Clinic will enter into an employment agreement with the acquired Clinic, which will be the entity providing dental services to the public going forward. Either PracticeCo (ON) or PracticeCo (SK) will be the custodian of all health records, as applicable.

Each dentist of an acquired Clinic may be offered a right to participate in AcquisitionCo if mutually agreed between the parties, for the purposes of participating in the growth of the equity in the amalgam of Dental Investments acquired.

PracticeCos will have the right to acquire up to a 100% equity ownership interest in each Clinic, leaving the remaining equity in the Clinic, if any, with dentist owners as an incentive for such dentists to continue to grow their respective dental practices.

Whether it shall be PracticeCo (ON) or PracticeCo (SK) carrying out the above will depend on what province the Clinic is operating in at the time of purchase. Additional professional corporations will be set up as necessary to expand across Canada as AcquisitionCo may require.

2.2.3 Investment Strategy

AcquisitionCo's investment strategy consists of the following:

1. AcquisitionCo will acquire, directly or indirectly, the Non-Restricted Assets of Clinics. AcquisitionCo will, in turn, enter into an asset leaseback arrangement with each Clinic. AcquisitionCo will enter into a management services agreement to provide management, hygienist and administrative services to each such Clinic. AcquisitionCo will obtain acquisition financing by way of debt from the Fund.
2. NNL Holding will form a new acquisition vehicle (the PracticeCos) to acquire, in a typical transaction, up to 100% of the equity interest in each Clinic for cash consideration. PracticeCos will also obtain acquisition financing by way of debt from AcquisitionCo. Each dentist selling an interest in a Clinic to PracticeCos may enter into an employment agreement with the Clinic to continue providing dental services following the transaction. PracticeCos will be the entity that owns all of the Clinics providing dental services to the public on a go forward basis and be the custodian of all health records.
3. PracticeCos will enter into an agreement with AcquisitionCo which shall provide that AcquisitionCo be retained as the sole agent for any future disposition of a Clinic or PracticeCos, as the case may be, and that AcquisitionCo will be entitled to a fee from PracticeCos on any disposition. The fee payable will be 20% of the enterprise value of the PracticeCo/Clinic sold. The early termination of the management services agreement between AcquisitionCo and the relevant PracticeCo will entitle AcquisitionCo to a termination fee for the early termination of such agreement.

AcquisitionCo may change how it structures acquisitions of Dental Investments in its sole discretion, including in response to tax and regulatory concerns and changes in market factors affecting the Canadian and applicable regional economics generally and the industries in which potential Dental Investments are operating. Accordingly, the disclosure in this **Item 2.2.3 – Investment Strategy**, may change without notice to Investors.

2.2.4 Investment Focus

AcquisitionCo seeks to acquire Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories).

As a result of the size of the Canadian dental market and low number of consolidators currently operating in the space (relative to other developed markets), we see this particular segment of the healthcare sector as an opportunity to gain exposure to a market that management believes is well regulated, has below average correlation to business cycles, provides predictable annual cash flows, and is unique to the Canadian healthcare space with its private payer system.

More specifically, Clinics have been identified by management of AcquisitionCo as good investments for the following reasons:

1. Based on its experience in the dental industry, management believes that it is a consistent and stable recurring source of revenue;
2. Dentistry has high net margins relative to other industries operating in the healthcare space, which in management's opinion has an ability to convert profits into cash flow (driven by: (i) low working capital requirements driven by a largely insurance based market and high inventory turnover and (ii) low maintenance capital expenditure requirements);
3. Management believes that patients make decisions based on their personal health needs, not on pricing;
4. Management believes that the "new-school" of dentistry is utilizing "digital dental" techniques, including integration of digital imaging, 3D printing and computer-aided design, which will give patients a better overall experience and increases rates of retention;¹
5. Our operating partner, Dr. Mazahreh, has extensive experience in growing and acquiring practices, including assembling the Dentallook Corporations. See **Item 3.2 – Management's Experience**;
6. Management believes that the nature of the dental industry, together with our operational expertise, allows AcquisitionCo to pay the interest and principal on the Debentures, and accordingly, the Fund to make distributions to unitholders;
7. The potential for consolidation of the dental Clinics in Canada may create opportunity to realize economies of scale and operational efficiencies; and
8. The Canadian dental industry is only 3% corporately owned (as per the Canadian Dental Association), whereas the United States dental industry is 30% corporately owned (as per the American Dental Association)² and Australian dental industry is 10% corporately owned,³ suggesting that a similar trend of consolidation may occur in Canada.

2.2.5 Due Diligence

Management of AcquisitionCo shall undertake a standardized due diligence process that is comprised of a subset of steps developed to assist it in its decision making. An important aspect of this process includes various levels of interaction with the shareholders/management of the potential Dental Investments to not only extract information but develop a strong relationship with them to assist with the process and ensure positive post-deal relations. Where it determines that it would be beneficial to AcquisitionCo, AcquisitionCo will engage third party experts to conduct due diligence at certain steps of the process.

AcquisitionCo's due diligence process is expected to commence with diligence regarding operations and financial matters. Using the information from such due diligence, AcquisitionCo will determine value added opportunities to grow the business whether in new products or services, technologies and procedures, efficient processes, channels, geographies or mergers and acquisition activity.

In the event that an exclusive letter of intent with the target Clinic is executed, AcquisitionCo will expand its due diligence efforts to such areas as accounting, operational, patients, systems and structures and legal reviews. This process can range depending on available information, size of the dental practice and location of the dental practice. In parallel, AcquisitionCo will seek to advance the administrative and legal processes forward to negotiate final documents and securing financial debt and equity positions to close the deal.

2.3 Development of the Business

The Fund is a trust formed under the laws of Ontario pursuant to the Declaration of Trust. AcquisitionCo is a corporation formed on November 7, 2018 pursuant to the OBCA and is governed by the Shareholders Agreement. Accordingly, the Fund and AcquisitionCo have limited operating history. For a description of the Fund and AcquisitionCo's business objectives and current intentions, see **Item 2.2 – Our Business**.

¹ Child, Paul L. (October 1, 2011). Digital Dentistry: Is this the Future of Dentistry. Dental Economics. <https://www.dentaleconomics.com/articles/print/volume-101/issue-10/features/digital-dentistry-is-this-the-future-of-dentistry.html>

² Canadian Dental Association. Economic Realities of Practice. <https://www.cda-adc.ca/en/services/internationallytrained/economic/>

³ Bite Magazine (March 26, 2014). Corporate Dentistry. <https://bitemagazine.com.au/corporate-dentistry/>

2.3.1 Current Dental Investments

The Dental Investments held by AcquisitionCo as of the date hereof include two general dentistry Clinics located in North Battle Ford, Saskatchewan. The investments of these Clinics, which were made on February 1, 2019, currently takes the form of a \$4,000,000 loan to certain holding corporations wholly-owned by Dr. Mazahreh who acquired the Clinics, which loan is expected to be replaced by the acquisition structure and the agreements as described in **Item 2.2.1 – Business of AcquisitionCo** upon the Dentalook Corporations Closing. Management believes that these Clinics will benefit from the strong operational footprint to be established via the acquisition of the Dentalook Corporations. Further, based on the acquisition multiple of such Clinics along with historical performance of free cash flow generation, Management believes that these Clinics will generate sufficient cash flow to pay the 9% interest on the Debentures issued to acquire the such Clinics.

2.3.2 Acquisition of Dentalook Corporations

AcquisitionCo has entered into an agreement dated January 11, 2019 to purchase the Dentalook Corporations. The Dentalook Corporations Closing is subject to a number of conditions precedent, including that the Dentalook Corporations Closing shall occur on or prior to July 11, 2019.

In consideration for the Dentalook Corporations, NNLHolding will receive:

- (a) \$3,000,000 of Preferred Shares of AcquisitionCo (at \$1 per share); and
- (b) \$8,500,000 in cash, less liabilities of the Dentalook Corporations.

Further, as part of the transaction, NNLHolding will subscribe for 27.5% of the common shares in the capital of AcquisitionCo.

In the purchase agreement, the seller provides standard representations and warranties, such representations and warranties having a survival period of twelve months (with certain exceptions). In addition, upon the Dentalook Corporations Closing, the governance structure of AcquisitionCo will be put in place, see **Item 2.1.3 – AcquisitionCo**.

The Dentalook Corporations Closing is expected to be completed on or prior to July 11, 2019. If the Dentalook Corporations Closing does not close on or prior to July 11, 2019, AcquisitionCo intends to make reasonable commercial efforts to extend the date of such closing. However, in the event that the Dentalook Corporations Closing does not occur, AcquisitionCo may retain the Available Funds to acquire other Dental Investments in accordance with the investment objectives of the Fund and AcquisitionCo. See **Item 8 – Risk Factors**.

The Clinics comprising the Dentalook Corporations Closing have all been in existence for over 20 years. All Clinics have a history of positive free cash flow generation. Based on the acquisition multiple of the Clinics along with historical performance of free cash flow generation, the acquisition of the Dentalook Corporations is expected to generate sufficient cash flow to pay the 9% interest on the Debentures issued to acquire the Dentalook Corporations.

2.4 Long-term Objectives

2.4.1 Long-term Objectives of the Fund

The Fund's long-term objectives are:

- (a) to conduct the Offering, including the issue and sale of Trust Units over multiple Closings (for a breakdown of anticipated costs see **Item 1.1 – Funds**);
- (b) to acquire Debentures of AcquisitionCo; and
- (c) to earn, allocate and distribute to Trust Unitholders in accordance with the Declaration of Trust, income derived from the investment in the Debentures (see **Item 5.1.6 – Distribution Policy**).

2.4.2 Long-term Objectives of AcquisitionCo

AcquisitionCo's long-term objectives are:

- (a) to raise capital from the issuance of Debentures to the Fund;

- (b) to acquire, develop, operate and manage a portfolio of Dental Investments, which are expected to be primarily comprised of investments in Clinics, and, to a lesser extent, businesses that provide products and/or services to Clinics (e.g. dental laboratories) (see **Item 2.3 – Development of the Business**); and
- (c) to earn income derived from the acquisition of Dental Investments and use such income to make interest payments on the Debentures and pay dividends to the holders of Preferred Shares and common shares of AcquisitionCo.

The aggregate time and cost to complete these events cannot be confirmed until AcquisitionCo has identified all of the Dental Investments it will invest in. There is no assurance that any of the events listed above will occur. The Offering is partially a “blind pool” offering. Other than the Dentalook Corporations, the specific Dental Investments in which AcquisitionCo will be invested have not been identified as of the date of this offering memorandum. See **Item 2.3.2 – Acquisition of Dentalook Corporations** and **Item 8 – Risk Factors**.

Management believes that the dental industry in Canada will benefit from a certain long-term trends, including an ageing Canadian population, increased dental health expectations of patients, increasing public understanding of the importance of good dental hygiene and technological advances facilitating access to new treatments to more patients at lower costs.

The long-term success of AcquisitionCo’s strategy, as outlined in this offering memorandum, will be dependent on both AcquisitionCo’s and the PracticeCos’ ability to:

1. maintain and grow their patient services division’s market share by providing high quality services and support to key stakeholders;
2. pursue an active, disciplined growth strategy of acquiring and investing in Dental Investments;
3. continue to strengthen profitability through operational excellence and economies of scale;
4. enhance location rebranding to attract new customers;
5. increase brand identification and expand our dentistry offering;
6. drive organic growth through offering complementary dentistry revenue streams, such as specialist dental procedures; and
7. opportunistically expand into other geographical dentistry markets we are not currently present in.

2.5 Short-term Objectives and How We Intend to Achieve Them

2.5.1 Short-term Objectives of the Fund

The Fund’s objectives for the 12 months following the date of this offering memorandum are discussed below.

| What we must do and how we will do it | Target completion date or number of months to complete | Our cost to complete |
|---------------------------------------|--|--|
| Complete the Offering | Various closings over 60 months | See Item 1.1 – Funds |
| Acquire Debentures of AcquisitionCo | Will be completed at each Closing | See Item 1.2 – Use of Available Funds . |

The Fund intends to distribute all or any part of the Net Available Cash of the Fund (if any) that the Trustees or the Administrator prudently determines as being available for distributions, to Trust Unitholders of record on the last day of each calendar quarter. The Fund may also distribute cash (if any) that the Trustees or the Administrator prudently determine as being available for distributions to Trust Unitholders for other Distribution Periods. Where a distribution of Net Available Cash of the Fund is declared by the Trustees or the Administrator, such distribution will be paid no later than the last Business Day of the calendar month following the calendar quarter in respect of which such distribution has been declared and if the Distribution Period is not a calendar quarter, then as determined by the Trustees or the Administrator. See **Item 5.1.6 - Distribution Policy**. The ability of the Fund to make cash distributions of Net Available Cash of the Fund and the actual amount distributed depends on the payment of principal and/or interest by AcquisitionCo on the Debentures and will be subject to various factors including those referenced in **Item 8 – Risk Factors**.

The return on an investment in the Trust Units is not comparable to the return on an investment in fixed income securities. Cash distributions to Trust Unitholders are not guaranteed and are not fixed obligations of the Fund; any receipt of cash distributions by a

Trust Unitholder is at any time subject to the terms of the Declaration of Trust. Any anticipated return on investment is based upon many performance assumptions. Although the Fund intends to distribute its available cash to Trust Unitholders, cash distributions may be reduced or suspended at any time and from time to time. The ability of the Fund to make cash distributions and the actual amount distributed depends on the payment of principal and/or interest by AcquisitionCo on the Debentures, and will be subject to various factors including those referenced in **Item 8 – Risk Factors**. The value of the Trust Units may decline if the Fund is unable to meet its cash distribution targets, if any, in the future and that decline may be significant.

2.5.2 Short-term Objectives of AcquisitionCo

| What we must do and how we will do it | Target completion date or number of months to complete | Our cost to complete |
|--|--|--|
| Acquire capital through the issuance of Debentures to the Fund | Various closings over 60 months | See Item 1.1 – Funds |
| Acquire, develop, operate and manage a portfolio Dental Investments ⁽¹⁾ | Ongoing | See Item 1.2 – Use of Available Funds |

Note:

(1) The aggregate time and cost to complete these events cannot be confirmed until AcquisitionCo identifies suitable Dental Investments to invest in. There is no assurance that any of these events will occur.

The Offering is partially a “blind pool” offering. Other than the Dentallook Corporations, the specific Dental Investments in which AcquisitionCo intends to invest have not been identified as of the date of this offering memorandum. AcquisitionCo is currently sourcing new opportunities to invest in additional Dental Investments. See **Item 2.3.2 – Acquisition of Dentallook Corporations** and **Item 8 – Risk Factors**. For information concerning the investment strategy of AcquisitionCo, see **Item 2.2.3 – Investment Strategy**.

2.6 Insufficient Funds

The Available Funds may not be sufficient to accomplish the Fund’s proposed objectives and there is no assurance that alternative financing will be available. The Fund may, to the extent available on acceptable terms, obtain institutional financing or other arm’s length, third party financing. No alternate financing has been arranged for the Fund. There is no assurance that alternative financing will be available on acceptable terms or at all. There is no assurance that the Fund will have adequate working capital to meet the anticipated requirements described in this offering memorandum. See **Item 8 – Risk Factors**.

2.7 Material Agreements

The following summarizes all formal, written agreements or commercial instruments that can reasonably be regarded as material, currently or upon being entered into, to the Fund in connection with the Offering, the use of Offering Proceeds or with a related party:

- (a) Declaration of Trust;
- (b) Administration Agreement;
- (c) Services Agreement;
- (d) Debentures issued by AcquisitionCo.

Prospective Investors may request a copy of the above material agreements at no cost by e-mailing the Administrator at dentalfund@newlookcapital.com or may inspect a copy of each of the material agreements listed above, to the extent any such agreement has been entered into by the parties thereto, during normal business hours at the offices of the Fund, located at 1550 Appleby Line, Suite 100, Burlington, ON L7L 6V1.

2.7.1 Declaration of Trust

The Declaration of Trust contains the terms and conditions governing the relationship between the Trustees, as trustees, and the Trust Unitholders, as beneficiaries, and among the Trust Unitholders. The following description of the Declaration of Trust and the descriptions set out elsewhere in this offering memorandum are a summary only of certain material terms and conditions of the Declaration of Trust, and do not purport to be complete. **The Fund may, without prior notice to Trust Unitholders or prospective Investors, make changes to the terms and conditions of the Declaration of Trust that are different than as summarized in this offering memorandum, provided such changes are in accordance with the amendment provisions therein. Prospective Investors**

are advised to discuss the Declaration of Trust and related matters in detail with their own legal and investment advisors and should not rely solely on the summary of the terms and conditions of the Declaration of Trust in this offering memorandum alone.

The following is a summary only of certain terms in the Declaration of Trust which, together with other summaries of additional terms of the Declaration of Trust appearing elsewhere in this offering memorandum, are qualified in their entirety by reference to the actual text of the Declaration of Trust, a review of which is recommended to Investors. Prospective Investors may request a copy of the Declaration of Trust at no cost by e-mailing the Administrator at dentalfund@newlookcapital.com or may inspect a copy of the Declaration of Trust, during normal business hours at the offices of the Fund at 1550 Appleby Line, Suite 100, Burlington, ON L7L 6V1. In addition, each Trust Unitholder has the right to obtain from the Fund, on request without fee, a copy of the Declaration of Trust and any amendments thereto.

Purpose of the Fund

The Declaration of Trust provides that the undertakings and activities of the Fund are restricted to:

- (a) investing in Debentures issued by AcquisitionCo and issuing Redemption Notes;
- (b) temporarily holding cash in connection with and for the purposes of the Fund's activities, including paying administration and trust expenses (where such expenses are not paid by AcquisitionCo), paying any amounts required in connection with the redemption of Trust Units and making distributions to Trust Unitholders and issuing Redemption Notes;
- (c) issuing Trust Units and other securities of the Fund, for the purposes of:
 - (i) obtaining funds to conduct the undertakings and activities described above, including raising funds for further investments, acquisitions or development;
 - (ii) repaying any Redemption Notes;
 - (iii) establishing and implementing distribution reinvestment plans, if any, established by the Fund or an affiliate of the Fund;
 - (iv) making non-cash distributions to holders of Trust Units as contemplated by the Declaration of Trust, including *in specie* redemptions and distributions pursuant to distribution reinvestment plans, if any, established by the Fund;
 - (v) giving effect to any arrangement or reorganization (as those terms are defined in the Declaration of Trust); or
 - (vi) satisfying obligations (if any) to pay the applicable Redemption Price for the redemption, purchase or other acquisition of Trust Units, in certain circumstances contemplated in the Declaration of Trust;
- (d) guaranteeing the obligations of its affiliates pursuant to any good faith debt for borrowed money or any other obligation incurred by such entity in good faith for the purpose of carrying on its business, and pledging securities and other property owned by the Fund as security for any obligations of the Fund, including obligations under any such guarantee, provided that such obligations shall not exceed 25% of the aggregate principal amount of the outstanding Debentures held by the Trust (the Trust shall determine compliance with such limitation at the time of incurring any such obligation and at the end of each fiscal quarter). The Fund may only provide a guarantee in respect of the indebtedness of another person if the Fund does not, directly or indirectly, receive any fees or other consideration for providing the guarantee and the Trustees or the Administrator, as applicable, have determined that such guarantee forms part of the core investment undertakings of the Fund; provided that the Fund will not, in any event, provide a guarantee which would result in the Fund not being considered a "unit trust" or a "mutual fund trust" for purposes of the Tax Act;
- (e) granting security in any form, over any or all of the Fund assets to secure any or all of the obligations of the Fund or its affiliates, provided that such obligations shall not exceed 25% of the aggregate principal amount of the outstanding Debentures held by the Trust (the Trust shall determine compliance with such limitation at the time of incurring any such obligation and at the end of each fiscal quarter);

- (f) repurchasing or redeeming securities of the Fund, including Trust Units, subject to the provisions of the Declaration of Trust and applicable law;
- (g) carrying out any of the transactions, and entering into and performing any of the obligations of the Fund under any agreements contemplated by the Declaration of Trust;
- (h) engaging in all activities ancillary or incidental to any of those activities set forth in paragraphs (a) through (g) above; and
- (i) undertaking such other activities or taking such actions, including investing in securities, as is to be approved by the Trustees or the Administrator, as applicable, from time to time,

provided that the Fund will not, in any event, undertake any activity, take any action, or make any investment which would result in the Fund not being considered a “unit trust” or a “mutual fund trust” for purposes of the Tax Act.

Trustees

The Declaration of Trust provides that, subject to its terms and conditions, the Trustees will manage the business and affairs of the Fund which shall include coordinating the commercial relationship with Acquisition Co. The Trustees will have full and exclusive power, authority and discretion over the Fund’s assets and over, and management of, the affairs of the Fund to the same extent as if the Trustees were the sole and absolute legal and beneficial owner of the Fund’s assets. Subject only to express limitations in the Declaration of Trust, and provided that the exercise of such powers and authorities does not adversely affect the status of the Fund as a “unit trust” or a “mutual fund trust” for purposes of the Tax Act, the Trustees’ powers and authorities include, but are not limited to, the following:

- (a) supervising the activities and managing the investments and affairs of the Fund;
- (b) maintaining records and providing reports to Trust Unit holders;
- (c) possessing and exercising all rights, powers and privileges pertaining to ownership (including voting privileges) of any securities comprising the assets of the Fund;
- (d) causing Trust Units to be issued for such consideration as the Trustees, in its sole discretion, may deem appropriate;
- (e) determining conclusively the allocation to capital, income or other appropriate accounts of all receipts, expenses and disbursements;
- (f) determining conclusively the value of any or all of the Fund’s assets from time to time and, in determining such value, considering such information and advice as the Trustees, in their sole judgment, may deem material and reliable;
- (g) engaging or employing on behalf of the Fund any persons as agents, representatives, employees or independent contractors (including investment advisors, registrars, underwriters, accountants, lawyers, appraisers, brokers, consultants, depositories, custodians, transfer agents or otherwise) in one or more capacities;
- (h) engaging in, intervening in, prosecuting, joining, defending, compromising, abandoning or adjusting, by arbitration or otherwise, any actions, suits, disputes, claims, demands or other litigation or proceedings, regulatory or judicial, relating to the Fund, the Fund’s assets or the Fund’s affairs, and entering into agreements therefor, whether or not any suit or proceeding is commenced or claim asserted and, in advance of any controversy, entering into agreements regarding the arbitration, adjudication or settlement thereof;
- (i) effecting payments of distributions (if any) from the Fund to Trust Unit holders;
- (j) except as prohibited by applicable law, delegating any of the administrative powers and duties of the Trustees to any one or more agents, representatives, directors, officers, employees, independent contractors or other persons the doing of such things and the exercise of such powers hereunder as the Trustees may from time to time reasonably require;
- (k) causing title to any of the Fund assets to be drawn up in the name of such person on behalf of the Fund or, to the extent permitted by applicable law, in the name of the Fund, as the Trustees determine;
- (l) ensuring that the Fund qualifies at all times as a “mutual fund trust” pursuant to subsection 132(6) of the Tax Act;

- (m) ensuring that the Fund is at all times not a SIFT trust pursuant to Tax Act;
- (n) guaranteeing the obligations of any subsidiary of the Fund and granting security interests in the Fund's assets as security for such guarantee;
- (o) subdividing or consolidating from time to time the issued and outstanding Trust Units;
- (p) providing indemnities for the Trustees, the officers of the Fund or any affiliate of the Fund or any other person with whom the Fund has dealings; and
- (q) forming any subsidiary or affiliate of the Fund for the purpose of making any subsequent investment and entering into or amending any unanimous shareholders agreement or other agreement on such terms as may be approved by the Trustees.

The management of the business and affairs of the Fund resides with the Trustees. The Trustees have been appointed as the initial trustees of the Fund for an indefinite term of office (subject to resignation or removal in limited circumstances). See **Item 8 – Risk Factors – Trust Unitholders Have Limited Voting Rights**.

A Trustee may resign at any time by an instrument in writing signed by him or her and delivered to the Fund. Such resignation shall take effect on the later of (a) 60 days following the date that notice of such resignation is delivered to the Fund and (b) any effective date of resignation as may be specified in the notice. Following resignation of a Trustee, all or a majority of the remaining Trustees may appoint an individual as a replacement Trustee, provided that should they fail to do so, then the Administrator may appoint a replacement Trustee.

In the event that the Trust fails to make distributions to Trust Unitholders for two consecutive Distribution Periods (and such failure has not been cured within 60 days of the end of the second Distribution Period) or the value of the Debentures held by the Trust is impaired by greater than 50% as shown on the Trust's most recent annual audited financial statements, the Trustees (or any of them) may be removed by: (a) a resolution proposed to be passed as a special resolution at a meeting of Trust Unitholders (including an adjourned meeting), voting as a single series, duly convened for that purpose and held in accordance with the Declaration of Trust and passed by more than 66 ²/₃% of the votes cast on such resolution by Trust Unitholders present or represented by proxy at the meeting; or (b) a resolution in writing executed by Trust Unitholders holding more than 66 ²/₃% of the votes attached to outstanding Trust Units of all series.

The Declaration of Trust provides that the Trustees must, as trustees, act honestly and in good faith with a view to the best interests of the Fund and will exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that, as trustees, the Trustees is entitled to indemnification from the Fund in respect of the exercise of the Trustees' power and the discharge of the Trustees' duties, except in respect of indemnification for claims or amounts that arise out of or as a result of the gross negligence or wilful neglect of the Trustees in the performance of its duties or, in the case of a criminal or administrative action or proceeding that is enforced by monetary penalty, where the Trustees did not have reasonable grounds for believing that his, her or its conduct was lawful. Pursuant to the Declaration of Trust, the Trustees may delegate their management and administrative functions. The Fund has entered into the Administration Agreement pursuant to which the administrative and governance duties of the Trustees have been delegated to the Administrator. Accordingly, the Administrator will undertake the management of the Fund for all purposes.

Meetings and Resolutions of Trust Unitholders

The Fund may, but is not required to, hold annual meetings of Trust Unitholders or any other Trust Unitholder meetings on a periodic basis. The Trustees or the Administrator, as applicable, may call special meetings of the Trust Unitholders at any time and from time to time and for any purpose.

A meeting of Trust Unitholders may be convened at any time and for any purpose by the Trustees or the Administrator, as applicable, and must be convened, if requisitioned by a written requisition of Trust Unitholders holding not less than 20% of the total of the Trust Units then outstanding. A written meeting requisition must set forth the name and address of each person who is supporting the requisition and the number of Trust Units held, state in reasonable detail the business proposed to be transacted at the meeting, and be sent to the Trustees in accordance with the Declaration of Trust.

Trust Unitholders may attend and vote at all meetings of the Trust Unitholders either in person or by proxy and a proxyholder need not be a Trust Unitholder. At any meeting of the Trust Unitholders, a quorum consists of two or more individuals present in person either holding personally or representing by proxy not less in aggregate than 20% of the votes attached to the total of the Trust Units then outstanding and entitled to vote at the meeting.

Issuance of Trust Units

The Fund may issue new Trust Units from time to time and may create and issue any new class of trust units provided they do not rank senior in any way to the Trust Units. Trust Unitholders do not have any pre-emptive rights whereby additional Trust Units proposed to be issued are first offered to existing Trust Unitholders. New Trust Units may be issued for cash through public offerings, through rights offerings to existing Trust Unitholders (*i.e.*, in which Trust Unitholders receive rights to subscribe for new Trust Units in proportion to their existing holdings of the Trust Units) or through private placements (*i.e.*, offerings to specific investors which are not made generally available to the public or existing Trust Unitholders). The Trustees or the Administrator, as applicable, in their sole discretion, will determine the price or the value of the consideration for which Trust Units or other classes of trust units may be issued. See **Item 5.1 – Trust Units**.

Transfer of Trust Units

Trust Units may only be transferred in accordance with applicable securities laws and the Declaration of Trust. The Declaration of Trust provides that no Trust Units are to be transferred without the express consent of the Trustees or the Administrator and otherwise in accordance with the Declaration of Trust. See **Item 8 – Risk Factors** and **Item 10 – Resale Restrictions**.

Distributions

In accordance with the Fund's investment objective to provide Trust Unitholders with regular quarterly distributions, Trust Unitholders will be entitled to receive non-cumulative distributions if and when declared by Trustees. It is the intention of the Fund (subject to available cash flow), to provide a target 9% annual distribution payable on a quarterly basis (targeted 2.25% per quarter). The Fund intends to finance such quarterly distributions with the interest payments it receives pursuant to the terms of the Debentures issued by AcquisitionCo in favour of the Fund and as otherwise described above. The Trustees will have the discretion to issue new Debentures with a different yield to reflect market conditions and the performance of the Debentures. Additionally, upon termination of the Fund, Trust Unitholders will be entitled to the remaining property of the Fund *pro rata* with the holders of their respective class of Units in accordance to the aggregate number of Units of that class owned by such Trust Unitholder.

Redemption of Trust Units

Trust Units are redeemable at the option of the Trust Unitholder subject to the terms and conditions set out in the Declaration of Trust. A Trust Unitholder who wishes to exercise the redemption right must complete and deliver a redemption notice form (available from the Trustees) to the Fund. Upon receipt of the redemption notice by the Fund, all rights to and under the Trust Units tendered for redemption are surrendered (including the right to receive any distributions thereon that are declared payable to the Trust Unitholders after the day of receipt by the Fund of the redemption notice) and the former holder thereof is entitled only to receive a price per Trust Unit equal to the Redemption Price.

Trust Units are considered to be tendered for redemption on the date that the Fund has, to the satisfaction of the Trustees, received the redemption notice and further documents or evidence that the Trustees may reasonably require with respect to the identity, capacity or authority of the person giving the redemption notice. The aggregate Redemption Price payable by the Fund in respect of Trust Units tendered for redemption is to be satisfied by way of a cash payment (to be paid by cheque) on the last day of the calendar month following the calendar quarter in which the Trust Units were tendered for redemption, provided that the entitlement of a Trust Unitholder to receive cash upon the redemption of such holder's Trust Units shall be limited in certain circumstances, including where:

- (a) the total amount payable by the Fund in respect of such Trust Units and all other Trust Units tendered for redemption in the same calendar quarter exceeds \$50,000; provided that the Trustees or the Administrator may, in their sole discretion, waive or increase such limitation in respect of all Trust Units tendered for redemption in any calendar quarter;
- (b) in the Trustees' or the Administrator's opinion (in their sole discretion) the Fund is or, after the redemption, would be unable to pay its liabilities as they become due; or
- (c) in the Trustees' or the Administrator's opinion (in their sole discretion), the Fund has insufficient liquid assets to fund such redemptions or that the liquidation of assets at such time would be to the detriment of the remaining Trust Unitholders or the Fund, generally.

If, as a result of any such limitations under the Declaration of Trust, a Trust Unitholder is not entitled to receive cash upon the redemption of some or all of the Trust Units tendered for redemption, then the Redemption Price per Trust Unit to which the Trust Unitholder would otherwise be entitled, is to be paid and satisfied by the delivery to such holders of Redemption Notes (subject to any applicable regulatory approvals). In such circumstances, the Fund will issue a cheque to the Trust Unitholder for the amount (if any) that is not subject to

limitation or it will issue Redemption Notes in satisfaction of the Redemption Price or portion thereof that is subject to limitation. No fractional Redemption Notes in integral multiples of less than \$10 are to be distributed and where the number of such Redemption Notes to be received by a Trust Unitholder includes a fraction or multiple less than \$10, the Fund shall issue a cheque to the Trust Unitholder for such amount.

The Declaration of Trust provides that Trust Units tendered for redemption in any calendar quarter in which the total amount payable by the Fund exceeds \$50,000 (provided that certain other limitations on cash redemptions do not apply) are to be redeemed for a combination of cash and an issuance of Redemption Notes on a pro rata basis; provided however that, if the \$50,000 quarterly cash limit has not been exhausted by redemptions which pre-date the redeeming Trust Unitholder's redemption notice then the minimum cash to be distributed to such redeeming Trust Unitholder is to be not less than \$1,000 (unless waived by the Trustees, in their sole discretion, or the entire Redemption Price is paid in cash). For example if the Fund receives more than 50 redemption requests in a calendar quarter, then (provided that certain other limitations on cash redemptions do not apply) the first 50 redeeming Trust Unitholders are to receive the first \$1,000 of their Redemption Price in cash (provided the other limitations on cash redemptions described above do not apply) and the remainder of the Redemption Price by an issuance of Redemption Notes, and each redeeming Trust Unitholder beyond the first 50 is to receive the entire Redemption Price by issuance of Redemption Notes.

Any Trust Units surrendered for redemption may be cancelled by the Fund.

The Trustees or the Administrator may, in their sole discretion, at any time and from time to time, upon giving a retraction notice as described in the Declaration of Trust, retract one or more of the then outstanding Trust Units in accordance with the provisions of the Declaration of Trust as if such Trust Units were tendered by the applicable Trust Unitholders for retraction as at the date of the retraction notice if the Trustees or the Administrator determines in its sole discretion. The provisions of the Declaration of Trust apply *mutatis mutandis* with respect to such deemed retraction. The retraction price shall be \$100 per Trust Unit plus accrued but unpaid interest, if any, from the date of purchase. For greater certainty, such offers may be made to one or more Trust Unitholders to the exclusion of other Trust Unitholders.

As an extraordinary measure, the Trustees or the Administrator may, from time to time, in their absolute discretion and for any reason so long as they are acting reasonably, suspend the redemption of Trust Units or postpone the date of payment of redeemed Trust Units. Examples of such circumstances include, without limitation, if the Trustees or the Administrator reasonably determine that: (i) the Fund's assets are invested in such a manner so as to not reasonably permit immediate liquidation of sufficient assets; (ii) there exists a state of affairs that constitutes circumstances under which liquidation by the Fund of part or all of its investments is not reasonable or practicable, or would be prejudicial to the Fund or Trust Unitholders generally; (iii) not suspending redemptions would have an adverse effect on continuing Trust Unitholders; or (iv) they are unable to value the assets of the Fund. The Trustees or the Administrator may also suspend the redemption of Trust Units upon an announcement by the Trustees that the Fund will be terminated. For greater certainty, the intention of this provision is not to generally restrict the ability of Trust Unitholders to redeem Trust Units, but rather to permit the Trustees or the Administrator to protect the Fund and/or its Trust Unitholders from the harm that would be caused by permitting redemptions when extraordinary and unusual circumstances are present.

See **Item 4.1 – Equity Capital** for a description of any Trust Unit redemptions as of the date of this offering memorandum.

Purchase for Cancellation

The Fund has the right and entitlement, and is authorized and empowered, to offer to any one or more Trust Unitholders, as the Trustees or the Administrator may determine, and upon acceptance of such offer by the holder of such Trust Units to whom such offer was made, to purchase for cancellation, at any time, by private agreement or otherwise, the whole or from time to time any part of the outstanding Trust Units in respect of which the offer was accepted, at a price per security and on a basis as determined by the Trustees or the Administrator but in compliance with all applicable laws, rules, regulations or policies governing same. For greater certainty, such offers may be made to one or more Trust Unitholders to the exclusion of other Trust Unitholders.

Takeover Bids

The Declaration of Trust contains provisions relating to takeover bids made to acquire Trust Units. Under the Declaration of Trust, if a takeover bid is made to acquire Trust Units and at least 90% of the Trust Units (other than Trust Units beneficially owned, or over which control or direction is exercised, on the date of the takeover bid, by the offeror or affiliates or associates of the offeror or any person or company acting jointly or in concert with the offeror) are taken up and paid for by the offeror, then the offeror is entitled to acquire the Trust Units held by Trust Unitholders who did not accept the takeover bid on the terms offered by the offeror, pursuant to the procedures set out in the Declaration of Trust. The Declaration of Trust does not provide a mechanism for Trust Unitholders who do not tender their Trust Units to a takeover bid to apply to a court to fix the fair value of their Trust Units.

Notices to Trust Unitholders and Trustees

The Declaration of Trust provides that any notice or other document required to be given or sent to Trust Unitholders under the Declaration of Trust is to be given or sent through ordinary post addressed to each registered holder at his or her last address appearing on the Trust Unitholder register or in any other manner from time to time permitted by applicable law including Internet-based or other electronic communications; provided that if there is a general discontinuance of postal service due to strike, lockout or otherwise, such notice may be given by personal service or by Internet-based or other electronic communication (provided it is done in accordance with applicable law) or by publication twice in the Report on Business section of the National Edition of The Globe and Mail or similar section of any other newspaper having national circulation in Canada; provided further that if there is no newspaper having national circulation, then by publishing twice in the business section of a newspaper in each city where the Trust Unitholder register or a branch register is maintained. Any notice so given is deemed to have been given:

- (a) on the day following that on which the letter or circular was posted;
- (b) in the case of notice being given by publication, after publishing such notice twice in the designated newspaper or newspapers; or
- (c) in the case of notice given by Internet-based or other electronic communication, on the later of
 - (i) the business day following the day on which such notice is sent or made available; and
 - (ii) the earliest time and date permissible under applicable governing Internet-based or other electronic communications.

In proving notice was posted, it is sufficient to prove that such letter or circular was properly addressed, stamped and posted.

In addition, the Declaration of Trust provides that any written notice or written communication given to the Trustees is to be given at the head office of the Fund or, if the Fund has appointed and retained a transfer agent, such notice is to be addressed to the Trustees c/o the transfer agent with a copy to the head office of the Fund, and (in any case) is deemed to have been given on the date of delivery or, if mailed, five days from the date of mailing. If any such notice or communication has been mailed and if regular mail service is interrupted by strikes or other irregularities, such notice or communication is deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service is interrupted any notice or other communication is given by personal delivery or by fax or other prepaid, transmitted or recorded communication.

Further, the Declaration of Trust provides that the failure by the Trustees, by accident or omission or otherwise unintentionally, to give any Trust Unitholder any notice provided for Declaration of Trust does not affect the validity, effect or taking effect of any action referred to in such notice, and the Trustees are not liable to any Trust Unitholder for any such failure. As well, service of a notice or document on any one of several joint holders of Trust Units is deemed effective service on the other joint holders. Any notice or document sent by post to or left at the address of a Trust Unitholder pursuant to the Declaration of Trust is, notwithstanding the death or bankruptcy of such Trust Unitholder, and whether or not the Trustees have notice of such death or bankruptcy, deemed to have been fully served and such service is deemed sufficient service on all persons having an interest in the Trust Units concerned.

Amendments to the Declaration of Trust

The Declaration of Trust contains provisions that allow it to be amended from time to time by the Trustees with the consent of the Trust Unitholders by a Special Resolution and the prior approval of the Administrator. However, the Trustees, in their discretion and without the approval of the Trust Unitholders or the Administrator, are entitled to make certain amendments to the Declaration of Trust, including amendments for the purposes of:

- (a) ensuring continuing compliance with applicable law, regulations or policies of any authorized authority having jurisdiction over the Trustees, the Fund or Trust Unitholders;
- (b) providing additional protection or added benefits, in the opinion of the Trustees, for the Trust Unitholders, including a change in the governing law of the Fund;
- (c) providing for the creation and issue of additional series of units of the Trust;
- (d) removing any conflicts or inconsistencies in the Declaration of Trust or to make minor corrections which are, in the reasonable opinion of the Trustees, necessary or desirable and not prejudicial to the Trust Unitholders;

- (e) changing the situs of, or the laws governing, the Fund which, in the reasonable opinion of the Trustees, is desirable in order to provide Trust Unitholders with the benefit of any legislation limiting their liability provided that such change does not introduce a material disadvantage to the Trust Unitholders that did not exist prior to such change;
- (f) making amendments that, in the Trustees' reasonable opinion, are necessary or desirable as a result of changes in taxation laws or policies of any authorized authority having jurisdiction over the Trustees, the Fund or the Trust Unitholders; or
- (g) ensuring that the Fund qualifies or continues to qualify as a "mutual fund trust" under the Tax Act.

Notwithstanding the foregoing, no such amendment is valid under the Declaration of Trust or binds the Trustees or any Trust Unitholder to the extent that it purports to:

- (h) modify the voting rights in the Declaration of Trust without the approval or consent of the Trust Unitholders by resolution passed by the affirmative votes of the holders of more than 90% of the total of the Trust Units then outstanding and represented at a meeting called for such purpose;
- (i) reduce the percentage of votes required to be cast at a meeting of the Trust Unitholders for any Trust Unitholder approval or Special Resolution, without the approval or consent of the Trust Unitholders by resolution passed by the affirmative votes of the holders of more than 90% of the total of the Trust Units then outstanding and represented at the meeting called for such purpose;
- (j) reduce the interest in the Fund's assets represented by any series of Trust Unit without the approval or consent of the participating Trust Unitholders of such series by resolution passed by the affirmative votes of the holders of more than 90% of the total of the participating Trust Units of such series then outstanding and represented at the meeting called for such purpose; or
- (k) results in the Fund failing to qualify as a "mutual fund trust" under the Tax Act at any time.

Financial Year End

The Fund's financial year end is December 31.

Dissolution of the Fund

The Declaration of Trust provides that the Trustees may determine a date for the termination and dissolution of the Fund. The Trustees currently intend to dissolve the Fund upon the repayment of the Debentures. Upon receipt of such distributions, the Trustees will ensure all of the liabilities of the Fund are satisfied, then distribute all remaining assets of the Fund to the holders of Fund units on a pro rata basis and wind up the Fund.

Other

For a description of and other information about the Trust Units, including the terms of the Declaration of Trust regarding Trust Unitholder meetings and resolutions, withholding taxes, issue and sale of Trust Units, purchases of Trust Units by the Fund, see **Item 5.1 – Trust Units**.

For information about the terms of the Declaration of Trust regarding restrictions on any transfer of Trust Units, see **Item 10 – Resale Restrictions**.

2.7.2 Administration Agreement

The following is a summary only of certain terms in the Administration Agreement which, together with other summaries of additional terms of the Administration Agreement appearing elsewhere in this offering memorandum, are qualified in their entirety by reference to the actual text of the Administration Agreement, a review of which is recommended to Investors.

The Fund has entered into an Administration Agreement with the Administrator dated November 27, 2018, pursuant to which the Trustees have delegated to the Administrator the obligation to provide and perform for and on behalf of the Fund essentially all services that are or may be required or advisable, from time to time, in order to manage and administer the operations of the Fund. The

Administration Agreement sets forth all of the rights, restrictions and limitations (including, without limitation, limitations of liability and indemnification rights) which pertain to the performance by the Administrator of the duties delegated to it by the Trustees.

The Administrator and its directors and officers, as well as their respective affiliates and associates (including Newlook Capital), are permitted to have business and other interests or associations of whatever nature or kind apart from their activities related to the Fund. In addition, the Fund has acknowledged that there are and will continue to be potential or actual interests of the Administrator and its management, or their respective associates or affiliates (including Newlook Capital), including conflicts of interest, with respect to interests held by, and/or contractual arrangements or transactions involving, one or more of the Administrator, the Administrator's management, the Fund or the Trustees, and any of the respective affiliates and associates of any of them.

There is no fee payable to the Administrator under the terms of the Administration Agreement but the Administrator will be entitled to the reimbursement of all costs and expenses reasonably incurred by the Administrator in carrying out its obligations and duties under the Administration Agreement.

The Administrator, any of its affiliates (including Newlook Capital) and their respective partners, officers, directors, shareholders, agents and employees and any person who serves at the request of the Administrator on behalf of the Fund as an officer, director, partner, employee or agent of any other entity benefits from the limitation of liability indemnification rights set out in the Declaration of Trust. See **Item 2.7.1 – Declaration of Trust**.

The Administration Agreement remains in effect until wind-up and dissolution of the Fund unless terminated earlier by either party with 30 days prior written notice or the occurrence of certain other events, which includes the insolvency of either party.

2.7.3 Services Agreement

The Administrator, the Fund, AcquisitionCo and Newlook Capital have entered into the Services Agreement, pursuant to which the Fund, the Administrator and AcquisitionCo have engaged Newlook Capital to provide or arrange for the provision of certain management and administration services to the Fund, the Administrator and AcquisitionCo.

The following is a summary only of certain terms in the Services Agreement which, together with other summaries of additional terms of the Services Agreement appearing elsewhere in this offering memorandum, are qualified in their entirety by reference to the actual text of the Services Agreement, a review of which is recommended to Investors.

Services Rendered

Under the Services Agreement, Newlook Capital has been appointed as service provider, to provide or arrange for the provision of the following services:

- (a) providing overall strategic advice to the trustees of the Fund, the Administrator and AcquisitionCo;
- (b) providing advice and assistance in connection with the investment programs of the Fund and the determination of the investment objectives, investment restrictions and/or investment policies of the Fund and AcquisitionCo;
- (c) monitoring expenses of the Fund and AcquisitionCo and monitoring and providing advice with respect to the enforcement of agreements entered into by the Fund and AcquisitionCo;
- (d) identifying, evaluating and recommending to the Trustees acquisitions or dispositions from time to time and, where requested to do so, assisting in negotiating the terms of such acquisitions or dispositions;
- (e) recommending and, where requested to do so, assisting in the raising of funds by the Fund by way of the issuance of units by the Fund to investors, including the preparation, review or distribution of offering memorandums of the Fund and assisting with communications support in connection therewith;
- (f) making recommendations with respect to the exercise of any voting rights to which the Fund or AcquisitionCo is entitled in respect of their investments;
- (g) making recommendations with respect to the payment of distributions by the Fund to its unitholders and by AcquisitionCo to its investors;
- (h) monitoring the Fund's and AcquisitionCo's accountants, legal counsel and other accounting, financial or legal advisors and technical, commercial, marketing and other independent experts, including making recommendations with respect to and supervising the making of tax elections, determinations and designations, the timely calculation and payment of taxes payable,

and the filing of all tax returns due by the Fund and AcquisitionCo, and overseeing the preparation of the Fund's and AcquisitionCo's financial statements and unitholder and stakeholder reports;

- (i) making recommendations in relation to and effecting, when requested to do so, the entry into insurance policies with respect to the Fund's and AcquisitionCo's assets, together with other insurance against other risks, including directors and officers insurance, as the Trustees or Administrator, as applicable, and the directors of AcquisitionCo, as applicable may from time to time agree;
- (j) providing recommendations as to registered dealers to be appointed to distribute units of the Fund and providing marketing advice and assistance to registered dealers in connection with the distribution and sale of units of the Fund;
- (k) providing such reports as may be reasonably required by the Fund and/or the Administrator and/or the directors of AcquisitionCo;
- (l) providing certain staff (including individuals to be designated as officers of the Administrator) required by the Administrator in its capacity as administrator of the Fund;
- (m) providing office space, furniture, day-to-day office supplies and services, internal accounting staff, payroll, information technology, the maintenance of books and records and assistance with all continuous disclosure obligations imposed on the Fund by applicable laws; and
- (n) providing all other services reasonably required in order to permit the Trustees and the Administrator to fulfil their obligations under the Declaration of Trust.

Newlook Capital is authorized to delegate any of its responsibilities under the Services Agreement to third parties and shall bear the costs of any such third parties.

Newlook Capital's responsibilities as service provider pursuant to the Services Agreement are subject to the supervision of the Administrator and the directors of AcquisitionCo. The Trustees or Administrator, as applicable, remain responsible for all investment and divestment decisions made by the Fund and the directors of AcquisitionCo remain responsible for all investment and divestment decisions made by AcquisitionCo.

Fees and Expenses

In consideration for providing the services pursuant to the Services Agreement, Newlook Capital is entitled to receive from AcquisitionCo (both on behalf of services provided to AcquisitionCo and the Fund) such fees and disbursements (plus applicable taxes) due to, or incurred by, Newlook Capital in provided the services pursuant to the Services Agreement. The fees shall be calculated and invoiced on a monthly basis and paid forthwith after the invoice is rendered, provided however that if AcquisitionCo has insufficient funds to pay the full amount of such fees, the amount of such fees not paid shall accrue and thereafter be paid at the first available opportunity when sufficient funds are available for such payment.

Newlook Capital will be reimbursed by AcquisitionCo for certain costs incurred for or on behalf of the Fund, the Administrator or AcquisitionCo in the performance of its duties under the Services Agreement.

The parties acknowledge and agree that all or a portion of the compensation paid or payable to employees or other personnel of Newlook Capital (other than Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor, and other than the Internal Wholesaler Fee) who devote substantially all of their working time to the provision of services to the Fund and AcquisitionCo (collectively, the "**Shared Staff**") may be allocated to AcquisitionCo as expenses of AcquisitionCo, provided that the portion of compensation for any Shared Staff that are allocated to AcquisitionCo does not exceed the portion of the working time that such Shared Staff devoted to the provision of services to the Fund, rather than to Newlook Capital. Any overhead costs (e.g. the cost of office space, furniture and day-to-day office supplies and services) associated with any Shared Staff may not be allocated to AcquisitionCo, and AcquisitionCo shall not be required to reimburse any such expense to Newlook Capital.

See **Item 1.4 - Fees and Expenses**.

Term and Termination

The Services Agreement is terminable:

- (a) automatically, upon the winding-up and dissolution of the Fund;

- (b) by the Fund or the Administrator (but only with respect to Fund) at any time, effective upon 30 days' prior written notice to Newlook Capital; or
- (c) by the Fund, the Administrator or AcquisitionCo if Newlook Capital: (i) commits any act of fraud, willful misconduct or gross negligence; or (ii) ceases to carry on business, becomes bankrupt or insolvent, resolves to wind-up or liquidate, makes a general assignment for the benefit of its creditors or has a receiver appointed with respect to any of its assets.

Upon termination, AcquisitionCo will pay Newlook Capital the fees as may be due as of the date of such termination and will likewise reimburse Newlook Capital for its expenses and disbursements to which it is entitled under the Services Agreement as of the date of termination of the Services Agreement.

Indemnification and Limitations on Liability

Pursuant to the Services Agreement, in the absence of fraud, willful misconduct or gross negligence, neither Newlook Capital nor its directors, officers, employees, professional advisors or agents will be held liable to the Fund, the Trustees, the Administrator, any Trust Unitholder, any stakeholder of AcquisitionCo, or any other person for any loss or damage arising out of the performance of Newlook Capital's obligations and duties under the Services Agreement. In fulfilling its obligations under the Services Agreement, Newlook Capital may rely and act on information furnished to it and reasonably believed by it to be accurate and reliable.

The Fund and AcquisitionCo have also agreed to indemnify each of Newlook Capital, its affiliates and associates, and each of their respective partners, officers, directors, trustees, shareholders, agents and employees, from and against all claims, demands, losses, actions, causes of action, damages and liabilities whatsoever, including costs, charges and expenses (including legal fees and disbursements incurred on a solicitor and client basis and costs and expenses incurred in connection with the enforcement of the indemnity) arising from Newlook Capital's performance of its obligations under the Services Agreement, except to the extent that such claims are caused by or arise from fraud, wilful misconduct or gross negligence.

Conflicts of Interest and Other Activities

Pursuant to the Services Agreement, the Fund and AcquisitionCo acknowledge that Newlook Capital, the Trustees and the Administrator are affiliates and that Newlook Capital may act as a manager, adviser, service provider, distributor, registrar and/or transfer agent of any person, firm, corporation or fund (whether or not its investment objectives and policies are similar to those of the Fund and AcquisitionCo) and may take any action or do anything in relation to such services so long as the Service Provider is performing its obligations under the Services Agreement. No such performance of other services or the taking of any such action or the doing of any such thing by Newlook Capital shall be in any manner restricted or otherwise affected by any aspect of the relationship of Newlook Capital to or with the Fund, the Trustees, the Administrator or AcquisitionCo, nor shall it be deemed to violate or give rise to any duty or obligation of Newlook Capital to the Fund, the Trustees, the Administrator or AcquisitionCo. See **Item 2.1.5 - Relationship with Newlook Capital**.

The Services Agreement does not limit or restrict in any way (a) Newlook Capital, (b) its directors, officers, shareholders or employees, or (c) any affiliate of any entity or person referred to in (a) or (b), from engaging in other business activities or sponsoring or providing services to third parties that compete directly or indirectly with the Fund or AcquisitionCo.

2.7.4 Debentures

The following is a summary only of certain provisions of the Debentures and, together with other summaries of additional terms of the Debentures appearing elsewhere in this offering memorandum, are qualified in their entirety by reference to the actual text of the Debentures, a review of which is recommended to Investors.

The Debentures are designated as 9% subordinated secured debentures of AcquisitionCo. Pursuant to each Debenture, the Fund agrees to advance a principal amount to AcquisitionCo as such amount may be increased and/or reduced by draws or payments made under the Debenture from time to time, plus interest equal to 9% per annum, based on a 366 or 365 day year, as the case may be, on the aggregate principal amount outstanding from time to time under the Debenture, which shall accrue annually until, and be payable on, the Maturity Date.

AcquisitionCo will pay to the Fund a financing fee, from time to time, in an amount determined based on the Series of Trust Unit to which the Debenture pertains. The purpose of this fee is to allow the Fund to pay the Selling Commissions.

It is a condition of the Debentures that AcquisitionCo will be required to have 10% of the value of the aggregate Debentures in issued and outstanding equity. For example, if AcquisitionCo has \$10,000,000 of Debentures outstanding, AcquisitionCo must have an equity value (in common shares and Preferred Shares) of not less than \$1,000,000.

The maturity date of each Debenture is the day that is the fifth anniversary of the date of issue of such debenture. On the maturity date, AcquisitionCo will pay the principal and all accrued but unpaid interest owing under the Debenture in one instalment. AcquisitionCo is permitted to prepay both the principal and interest owing under the Debenture at any time, in whole or in part, without notice, penalty or bonus. Notwithstanding the maturity date, AcquisitionCo may elect, in its sole discretion, to extend the term of the Debenture for two additional one-year periods following the maturity date.

In the event that AcquisitionCo or its shareholders receive and accept an offer to acquire all of the issued and outstanding securities of AcquisitionCo, or all or substantially all of the assets of AcquisitionCo, then upon closing of such transaction, the amount of principal and interest owing under the Debentures shall immediately become due and payable and shall be paid by AcquisitionCo forthwith after the closing of the transaction.

The principal and interest under the Debentures and any other moneys secured thereby shall become immediately due and payable and the security thereby constituted shall become enforceable on an “event of default”, defined in the Debentures as occurring:

- (a) if AcquisitionCo makes a default in payment of the principal or in payment of any indebtedness or liability of AcquisitionCo under the Debentures to the Fund when due and, after notice has been given to AcquisitionCo specifying such default, the Fund fails to make good such default within a period of thirty (30) days of such notice;
- (b) if AcquisitionCo or an affiliate of AcquisitionCo makes default in the observance or performance of any material covenant or undertaking pursuant to the Debentures or otherwise given by the Fund, or related to an affiliate of AcquisitionCo, to the Fund whether contained under the Debentures or otherwise and, after notice has been given to AcquisitionCo specifying such default, AcquisitionCo fails to make good such default within a period of thirty (30) days;
- (c) if an order is made or an effective resolution passed for the winding-up or liquidation of AcquisitionCo or an affiliate of AcquisitionCo, or if a petition is filed for the winding-up of AcquisitionCo or an affiliate and such petition is not stayed, withdrawn or dismissed within thirty (30) days of a request therefor by the Fund; or
- (d) if a bankruptcy petition is filed or presented against AcquisitionCo or an affiliate of AcquisitionCo, or if any proceedings with respect to AcquisitionCo or an affiliate of AcquisitionCo are commenced under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation providing protection for the benefit of AcquisitionCo; or if an execution, sequestration, or any other process of any court becomes enforceable against AcquisitionCo or an affiliate of AcquisitionCo or if a distress or analogous process is levied upon the property of AcquisitionCo or an affiliate of AcquisitionCo or any part thereof; unless in any such case such petition, proceeding, or process is stayed, withdrawn, dismissed or vacated, or contested by legal action taken by AcquisitionCo, as the case may be, within thirty (30) days,

provided that the Fund may waive any breach of AcquisitionCo or an affiliate of AcquisitionCo of a provision under the Debentures, including an “event of default”.

The Debentures may not be sold, transferred, assigned, pledged, encumbered or otherwise dealt with or disposed of without the prior written consent of AcquisitionCo, provided that the Debentures may be assigned and transferred to any shareholder of AcquisitionCo or its affiliates with reasonable notice to the Fund.

Pursuant to the terms of the Debenture, unanimous approval of the Independent Review Committee shall be required for any conflict of interest matter. See **Item 2.1.7 - Independent Review Committee and Conflicts of Interest Matters**.

2.7.5 Distribution Reinvestment Plan

The Fund has adopted the DRIP, which will allow eligible holders of Series A Trust Units, Series B Trust Units and Series F Trust Units, as applicable, to elect to have their cash distributions reinvested in additional Trust Units of the same Series on the applicable Distribution Payment Date at a purchase price equal to \$95 per Trust Unit to (or such other price as may be determined by the Trustees from time to time). All holders of Series A Trust Units, Series B Trust Units and Series F Trust Units, as applicable, resident in Canada are eligible to participate in the DRIP. Holders of Series A Trust Units, Series B Trust Units and Series F Trust Units who do not enroll in the DRIP will receive their regular cash distributions. The Trustees reserve the right to limit the amount of new Trust Units of any Series available under the DRIP on any particular Distribution Payment Date. Accordingly, participation may be pro-rated in certain circumstances. In the event of pro-ration, or if for any other reason all or a portion of the distributions cannot be reinvested under the DRIP, holders of Trust Units enrolled in the DRIP will receive the portion of their distribution that cannot be reinvested as regular cash distributions.

All Trust Units acquired under the DRIP on the reinvestment of cash distributions will be issued from treasury of the Fund on the applicable Distribution Payment Date. An up-front commission of up to 4% will be payable to certain securities dealers in connection with the purchase of Trust Units from treasury under the DRIP. Participation in the DRIP does not relieve Trust Unitholders of any liability for any income or other taxes that may be payable on or in respect of the distributions that are reinvested for their account under the DRIP.

An account will be maintained by the Trustees, or such other party as may be appointed by the Trustees as plan agent, on behalf of the Fund, for each participant with respect to purchases of Series A Trust Units, Series B Trust Units and Series F Trust Units made under the DRIP for the participant's account.

The Trustees or the Administrator, or such other party as may be appointed by the Trustees as plan agent, will send or otherwise make available to each participant (other than CDS Clearing and Depository Services Inc.) an annual unaudited statement regarding cash distributions credited and reinvested for the participant's account under the DRIP during the period. These statements are a participant's continuing record of purchases of Trust Units made for their account and should be retained for income tax purposes. Beneficial owners who participate in the DRIP indirectly through a broker, investment dealer, financial institution or other nominee will not receive such statements and should consult such nominee to confirm what statements or reports (if any) will be provided by the nominee, whether for tax reporting or otherwise.

ITEM 3 – INTERESTS OF DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

No person directly or indirectly beneficially owns or controls 10% or more of any class of the Fund's voting securities, being the Trust Units other than the settlor of the Fund who holds the only outstanding Trust Unit which was issued for purposes of setting the Fund.

The following table sets out information about each Trustee and each director and officer of the Administrator and AcquisitionCo, and the promoter of the Fund.

| Name and Municipality of Principal Residence | Position held and the date of obtaining that position | Compensation paid by the Fund or related party in most recently completed financial year and the compensation anticipated to be paid in current financial year ⁽¹⁾ | Number, type and percentage of securities held after completion of the Offering |
|--|---|---|---|
| Eroy Gust Burlington, Ontario | Trustee of the Fund since November 27, 2018 Director of AcquisitionCo since November 7, 2018 | See Notes 1, 2 and 4 | Nil |
| Abbas Osman Oakville, Ontario | Trustee of the Fund since November 27, 2018 Director of AcquisitionCo since November 7, 2018 | See Notes 1, 2 and 4 | Nil |
| Tony Diab Mississauga, Ontario | Trustee of the Fund since November 27, 2018 | See Notes 1, 2 and 4 | Nil |
| Gavin Treanor Burlington, Ontario | Trustee of the Fund since November 27, 2018 | See Notes 1, 2 and 3 | Nil |
| Said Mazahreh Ottawa, Ontario | President and CEO & Director of AcquisitionCo as at the Dentalook Corporations Closing | See Note 5 | See Notes 6 and 7 |
| Karen de Lottinville Ottawa, Ontario | Director of AcquisitionCo as at the Dentalook Corporations Closing | See Note 8 | Nil |
| Newlook Capital Inc. | Promoter | See Note 9 | Nil |

Notes:

- (1) The Fund will reimburse the Trustees for all reasonable travel, promotional and other business expenses incurred by the Trustees in the performance of their duties. Reasonable expenses shall be determined by the unanimous agreement by members of the Independent Review Committee.
- (2) The Fund and/or one or more of its affiliates intends to enter into indemnity agreements with the Trustees and other individuals representing the Fund, that will indemnify each such person in respect of the discharge of its, his or her duties, provided that the indemnified person acted honestly and in good faith with a view to the best interests of the Fund and its affiliates or, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such person seeking indemnity had reasonable grounds for believing that its, his or her conduct was lawful.
- (3) Gavin Treanor is expected to be one of the individuals that will receive a portion of the Internal Wholesaler Fee of 0.75% of the Offering Proceeds.
- (4) Elroy Gust, Tony Diab and Abbas Osman are not compensated directly by the Fund, the Administrator, or AcquisitionCo. Messrs. Gust, Diab and Osman are compensated by Newlook Capital, which is a majority shareholder of AcquisitionCo. Newlook Capital may receive fees and disbursements from AcquisitionCo for the provision of services under the Services Agreement. Fees are only paid if there are sufficient funds available after the payment of the Debentures (including accrued interest). Newlook Capital is not compensated by the Fund or the Administrator.
- (5) Dr. Mazahreh is compensated by AcquisitionCo in his capacity as CEO. Dr. Mazahreh is not compensated by the Fund or the Administrator.
- (6) Dr. Mazahreh is the sole shareholder of NNL Holding, which, upon the Dentalook Corporations Closing, will hold Preferred Shares of AcquisitionCo. Dr. Mazahreh, through NNL Holding, is expected to receive (indirectly) a 9% annual dividend on the Preferred Shares payable by AcquisitionCo. NNL Holding will also hold common shares of AcquisitionCo, entitling NNL Holding to further potential dividend payments.
- (7) Upon the Dentalook Corporations Closing, Newlook Capital and NNL Holding will hold all of the issued and outstanding common shares of AcquisitionCo. The common shares of AcquisitionCo entitle the holders thereof to dividend payments from AcquisitionCo.
- (8) Ms. de Lottinville is compensated by AcquisitionCo in her capacity as an employee consultant of AcquisitionCo.
- (9) Newlook Capital has taken the initiative in founding and organizing the Fund and accordingly may be considered to be a promoter within the meaning of Canadian securities laws. Newlook Capital receives compensation from AcquisitionCo. See **Item 1.4 - Fees and Expenses - Compensation Paid to Newlook Capital**.

3.2 Management's Experience

The principal occupation and business background of the Trustees of the Fund and each director and officer of the Administrator and AcquisitionCo is as follows:

| Name | Principal Occupations and Related Experience |
|--|---|
| ELROY GUST President and Chief Executive Officer (Newlook Capital) | Mr. Gust is President and Chief Executive Officer of Newlook Capital, a private equity firm focused on the lower mid-market, and Senior Vice President of Clear Sky Capital, a real estate investment firm. Prior to founding Newlook Capital, Mr. Gust started his career with positions at several banks as a commercial lender, moving on to hold several senior level positions at a multinational logistics company. During the tenure of his 15-year career with Newlook Capital, Mr. Gust has been directly involved with real estate and private equity investments totaling in excess of \$150,000,000. |
| ABBAS OSMAN Chief Investment Officer (Newlook Capital) | Mr. Osman is the Chief Investment Officer of Newlook Capital and is expected to actively participate in the identification of and investment in the Dental Investments. Mr. Osman is the Managing Director of Vestarck Capital, an investment company that serves clients from the Middle East and North America. He recently completed two deals with Newlook Capital in his capacity as a Senior Advisor/Co-leader in Direct Elevator and New Taste Partners. Prior to Vestarck Capital, Mr. Osman was responsible for managing the investment department of the Abudawood Group. He was responsible for the Abudawood Group's global investment portfolio that stretches across different asset classes and industries - mainly, industrial services, fast-moving consumer goods, aviation, hospitality, real estate and financial services. In his over 15-year career, he has managed teams of professionals covering private equity funds, direct investments, public equities, mergers and acquisitions and real estate. Mr. Osman, to date, remains an advisor to the Abudawood Group on their global investment portfolio. |
| TONY DIAB Chief Financial Officer (Newlook Capital) | <p>Mr. Osman holds a Bachelor of Arts in Business Administration from the American University of Beirut and a Masters in Finance and Investments from the University of Nottingham, United Kingdom. Moreover, Mr. Osman is a frequent speaker at private equity conferences alongside international and regional industry veterans.</p> <p>Mr. Diab is Chief Financial Officer of Newlook Capital. Mr. Diab is involved in the financial and strategic oversight of existing businesses as well as potential new acquisitions. Prior to joining Newlook Capital, Mr. Diab worked in public accounting for over nine years in the areas of audit, tax (with a specialty in international tax) and advisory. Mr. Diab's experience includes working with public and private corporations of varying sizes in the industrial services, real estate, manufacturing, consumer business, and financial services industries, providing accounting, tax compliance and advisory services. Mr. Diab holds a Bachelor of Arts (Honours) in Economics and Accounting from Wilfrid Laurier University, and CPA and CA designations.</p> |

| Name | Principal Occupations and Related Experience |
|---|---|
| GAVIN TREANOR Vice-President of Sales (Newlook Capital) | Mr. Treanor is the Vice-President of Sales of Newlook Capital. Mr. Treanor is an aerospace engineer by training, having started his career with Rand Worldwide and quickly advanced to become country manager where he ran the Asia-Pacific division based in Australia. Mr. Treanor then founded a merchant banking firm focused on identifying and developing strategic metals for B.R.I.C. countries and operated offices in Australia, China and Africa. In the last 10 years, Mr. Treanor has founded, raised substantial capital for, and sold several entities operating in Africa, Asia and North America. With 15 years of experience in commodity mergers and acquisitions and involvement in +\$400M structured finance deals, Mr. Treanor brings a wealth of knowledge and experience in capital markets, asset management, and mergers and acquisitions to the Newlook Capital team. |
| DR. SAID MAZAHREH President and CEO & Director of AcquisitionCo as at the Dentalook Corporations Closing | Dr. Mazahreh has been a general practitioner in dentistry for over 15 years. After finishing his degree in dentistry from the Ivy League University of Pennsylvania, Dr. Mazahreh attended a general practice residency in New York and then relocated to Canada. He has always had a passion for creating bonds within the dental community and found that many groups were not focused on providing vital opportunities in the dental industry, leading him to create Dentalook's unique platform. |
| KAREN DE LOTTINVILLE Director of AcquisitionCo as at the Dentalook Corporations Closing | Ms. de Lottinville is a well-recognized, senior business leader in the dental industry. She has extensive consulting experience for a number of privately owned, dental corporations who require in-depth knowledge of "best practices" and improved profitability. She possesses an thorough understanding of the dental profession from her +30 years of experience, ranging from front-line clinical expertise to the executive boardroom. |

3.3 Independent Review Committee Members

| Name | Background and Relevant Experience |
|---------------------------|---|
| GRANT E. SARDACHUK | <p>Mr. Sardachuk is currently a Co-Managing Partner of Centurion Holdings Ltd., a Calgary, Canada based real estate merchant banking company. Mr. Sardachuk's involvement with Centurion Holdings Ltd. began in 1994.</p> <p>From 2009 to 2016, Mr. Sardachuk was the Managing Director – US Operations of the Optimus U.S. Real Estate Fund, a Canadian-based real estate investment fund which invested in multifamily and condominium property in the U.S. From 1986 to 1994, Mr. Sardachuk successively held several senior executive positions in various publicly held subsidiaries of Brookfield Asset Management Inc. (formerly Brascan Ltd.), including Hees International Bancorp Inc. (Managing Partner – Real Estate), Carena Development Ltd. (a real estate merchant banking and investment company) (VP Finance), and three real estate property enterprises, BCE Development Corporation (Senior VP Finance), Brookfield Development Corporation (Senior VP) and Coscan Development Corporation (CFO). From 1983 to 1986, Mr. Sardachuk was employed by Citibank Canada in its Resource Banking Group, a corporate finance arm of Citibank serving the natural resource industries.</p> <p>Mr. Sardachuk has served on several public and private enterprise boards in the mortgage banking, real estate development and investment, registered social housing and information technology industries.</p> |
| JAMIE STOBER | <p>Mr. Stober holds the position of Director, Energy and Commercial, with ATB Corporate Financial Services. During his tenure at ATB, Jamie has built strong relationships with his clients by understanding their financial needs in order to provide specific solutions for them to thrive and grow. The result has been a quadrupling of the size of his portfolio.</p> <p>Mr. Stober's 22-plus years in the banking industry includes experience in oilfield services, real estate, hospitality, and manufacturing.</p> <p>Mr. Stober values a team-based approach; evident whether he is leading his team at ATB, sitting on the board of directors of the Red Deer Oilmen's Association, or coaching his daughter's hockey and basketball teams.</p> |

3.4 Penalties, Sanctions and Bankruptcy

There has been: (a) no penalty or sanction that has been in effect during the last 10 years or any cease trade order that has been in effect for a period of more than 30 consecutive days during the past 10 years against; and (b) 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 10 years with regard to any; Trustee of the Fund or any director or executive officer of the Administrator or AcquisitionCo or a control person of the Fund, the Administrator or AcquisitionCo or any issuer of which a Trustee of the Fund or any director or executive officer of the Administrator or AcquisitionCo or a control person of the Fund, the Administrator or AcquisitionCo was a trustee, director, executive officer or control person at that time.

3.5 Loans

Newlook Capital will be reimbursed up to \$250,000 by AcquisitionCo for costs incurred related to the structuring and launching of the Fund, and certain pre-operating expenses.

AcquisitionCo may obtain conventional bank debt which may rank in priority to the Debentures. However, the aggregate principal amount of such senior indebtedness may not exceed an amount equal to 25% of the aggregate principal amount of the outstanding Debentures. AcquisitionCo shall determine compliance with such debt limitation at the time of incurring any such senior indebtedness and at the end of each fiscal quarter. AcquisitionCo may also issue Debentures to entities other than the Fund, which debentures shall rank *pari passu* with the Debentures issued to the Fund in terms of repayment.

ITEM 4 – CAPITAL STRUCTURE

4.1 Equity Capital

The following table sets out the outstanding equity capital of the Fund:

| Description of Security | Number authorized to be issued | Price per Security | Number outstanding as of the date of this offering memorandum | Number outstanding after Offering ⁽²⁾⁽³⁾ |
|-------------------------------------|--------------------------------|--------------------|---|---|
| Series A Trust Units ⁽¹⁾ | Unlimited | \$100 | 7,425 | 7,425 |
| Series B Trust Units ⁽¹⁾ | Unlimited | \$100 | 37,560 | 1,237,560 |
| Series F Trust Units ⁽¹⁾ | Unlimited | \$100 | 2,370 | 2,370 |

Notes:

- (1) See **Item 2.7.1 – Declaration of Trust** and **Item 5.1 – Trust Units** for a description of the Trust Units.
- (2) There is no minimum or maximum Offering. Assumes the completion of a \$120,000,000 Offering, pursuant to which the Fund would realize aggregate Offering Proceeds of \$120,000,000 through the issue and sale of 1,200,000 Series B Trust Units. The Fund may complete the issue and sale of additional Trust Units at any time and from time to time at one or more Closings until the Offering is otherwise terminated. The Fund determined the pricing under the Offering for the Trust Units.
- (3) The specific allocation of each Series of Trust Units will not be determined until the Offering is completed.

4.2 Long-Term Debt Securities

As of the date hereof, the Fund has no long-term debt obligations.

4.3 Prior Sales

Since inception, the Fund has issued the following securities:

| Date of issuance | Type of security issued | Number of securities issued | Price per security | Total funds received |
|-------------------|-------------------------|-----------------------------|----------------------|----------------------|
| November 27, 2018 | Trust Unit | 1 ⁽¹⁾ | \$100 ⁽¹⁾ | \$100 ⁽¹⁾ |
| December 31, 2018 | Series A Trust Units | 547 | \$100 | \$54,700.00 |
| December 31, 2018 | Series B Trust Units | 11,791 | \$100 | \$1,179,100.00 |
| January 31, 2019 | Series A Trust Units | 1,907 | \$100 | \$190,700 |
| January 31, 2019 | Series B Trust Units | 5,216 | \$100 | \$521,600 |
| February 21, 2019 | Series A Trust Units | 916 | \$100 | \$91,600 |
| February 21, 2019 | Series B Trust Units | 3,151 | \$100 | \$315,100 |

| | | | | |
|-------------------|----------------------|-------|-------|--------------|
| February 21, 2019 | Series F Trust Units | 1,500 | \$100 | \$150,000 |
| March 21, 2019 | Series A Trust Units | 1,646 | \$100 | \$164,600.00 |
| March 21, 2019 | Series B Trust Units | 7,101 | \$100 | \$710,100.00 |
| March 21, 2019 | Series F Trust Units | 820 | \$100 | \$82,000.00 |
| March 29, 2019 | Series A Trust Units | 1,025 | \$100 | \$102,500.00 |
| March 29, 2019 | Series B Trust Units | 3,145 | \$100 | \$314,500.00 |
| March 29, 2019 | Series F Trust Units | 40 | \$100 | \$4,000.00 |
| April 4, 2019 | Series A Trust Units | 864 | \$100 | \$86,400.00 |
| April 4, 2019 | Series B Trust Units | 3,701 | \$100 | \$370,100.00 |
| April 4, 2019 | Series F Trust Units | 10 | \$100 | \$1,000.00 |
| April 30, 2019 | Series A Trust Units | 520 | \$100 | \$52,000.00 |
| April 30, 2019 | Series B Trust Units | 3,455 | \$100 | \$345,500.00 |

Note:

- (1) On November 27, 2018, one Trust Unit was issued to constitute the Fund for \$100, all of the voting and participation rights of which Trust Unit was extinguished pursuant to the Declaration of Trust on January 31, 2019.

ITEM 5 – SECURITIES OFFERED

The Fund is offering Trust Units for issue and sale under the Offering. Investors under the Offering will purchase Trust Units upon the Fund's acceptance of the Investor's Subscription Agreement and related documents and payment of the applicable subscription amounts for Trust Units, as the case may be. See **Item 5.2 – Subscription Procedure**.

The material terms of the Trust Units are summarized below. Other rights, privileges, restrictions, conditions and characteristics attaching to each Trust Unit are contained in the Declaration of Trust. See also **Item 2.7.1 – Declaration of Trust**.

Prospective Investors are advised that any description of the Trust Units in this offering memorandum is a summary only of the material terms of those Trust Units and remains subject to the Declaration of Trust. Prospective Investors are advised to review the Declaration of Trust and the Trust Unit provisions in detail with their own legal, tax and investment advisors.

5.1 Trust Units

The Declaration of Trust governs the rights and obligations of the Trust Unitholders and the Trustees. The following is a summary of certain material provisions of the Declaration of Trust. **This summary does not purport to be complete and reference should be to the Declaration of Trust itself, a copy of which is available from the Fund.**

The Fund is authorized to issue an unlimited number of Trust Units and to create additional series of units of the Fund from time to time.

Each Trust Unit represents a holder's undivided beneficial interest in a proportionate share of any allocation, advance or distribution from the Fund and carries and entitles the holder to the rights and privileges and is subject to the limitations, restrictions and conditions set out in the Declaration of Trust. Each Trust Unit entitles the Trust Unitholder to the same rights and obligations as any other Trust Unitholder and no Trust Unitholder is entitled to any privilege, priority or preference in relation to any other Trust Unitholders, except with respect to withholding taxes as provided in the Declaration of Trust. In particular, each Trust Unitholder will participate in any and all allocations, and is entitled to participate equally with respect to any and all advances or distributions made by the Fund to the Trust Unitholders (including distributions of net income and net realized capital gains), subject to an adjustment in a Trust Unitholder's proportionate share of distributions in the calendar year it was issued as a result of the date such Trust Unit was issued in the calendar year. See **Item 5.1.6 – Distribution Policy**;

- (a) each Trust Unit confers the right to one vote at any meeting of Trust Unitholders. See **Item 2.7.1 – Declaration of Trust – Meetings and Resolutions of Trust Unitholders**; and
- (b) in the event of dissolution of the Fund, each Trust Unitholder will be entitled, on a pro rata basis, with other Trust Unitholders, in respect of each Trust Unit, to share with other Trust Unitholders in the remaining assets and property available for distribution upon dissolution, after discharge of the Fund's liabilities and the return of capital.

No Trust Unitholder has or is deemed to have any right of ownership in any of the assets of the Fund.

Outstanding Trust Units may be subdivided or consolidated from time to time by the Trustees without Trust Unitholder approval. Fractional Trust Units will not be issued on any subdivision or consolidation. Trust Units are to be fully paid and non-assessable when issued (unless issued on an instalment receipt basis). Trust Unitholders cannot transfer their Trust Units except in very limited circumstances. See **Item 8 – Risk Factors – Trust Units are Not Liquid**.

Series A Trust Units, Series B Trust Units and Series F Trust Units are being offered hereunder. There are no differences in the rights and obligations of the Series A Trust Units, Series B Trust Units and Series F Trust Units except for the associated Selling Commissions. See **Item 7 – Compensation Paid to Sellers**.

5.1.2 Redemption of Trust Units

Trust Units are redeemable in certain circumstances. See **Item 2.7.1 - Declaration of Trust – Redemption of Trust Units**.

5.1.3 Withholding Taxes

The Declaration of Trust provides that the Trustees may deduct or withhold from distributions payable to any Trust Unitholder (including distributions *in specie* or proceeds distributed from the redemption of Trust Units) all amounts required by law to be withheld from such distribution. Trust Unitholders who are required by applicable law to pay withholding taxes are required to pay all withholding taxes payable in respect of any distributions (including distributions *in specie* or proceeds distributed from the redemption of Trust Units) by the Fund, whether such distributions are in the form of cash, additional Trust Units or otherwise. To the extent that amounts are deducted or withheld, such amounts are treated for all purposes of the Declaration of Trust as having been paid to the Trust Unitholders. If a Trust Unitholder, who is required by applicable law to pay withholding taxes, fails to pay all withholding taxes payable in respect of any distribution in the form of additional Trust Units, the Trustees may, on behalf of the Fund, sell Trust Units of such Trust Unitholder to pay such withholding taxes and pursuant to the Declaration of Trust, the Trustees have the power of attorney of such Trust Unitholder to do so. Upon such sale, the affected Trust Unitholder ceases to be the holder of such Trust Units.

5.1.4 Transfers of Trust Units

Trust Unitholders cannot transfer their Trust Units except in very limited circumstances. See **Item 2.7.1 – Declaration of Trust – Transfer of Trust Units**, **Item 8 – Risk Factors** and **Item 10 – Resale Restrictions**.

5.1.5 Rights of Trust Unitholders

Trust Unitholders are NOT shareholders and do not enjoy the rights and privileges generally offered to shareholders of a corporation incorporated under the OBCA. Although the Declaration of Trust confers upon a Trust Unitholder some of the same protections, rights and remedies that an investor would have as a voting shareholder of a corporation governed by the OBCA, significant differences do exist.

Many of the provisions of the OBCA respecting the governance and management of a corporation have been incorporated in the Declaration of Trust. For example, Trust Unitholders are entitled to exercise voting rights in certain circumstances in respect of their holdings of Trust Units in a manner comparable to voting shareholders of an OBCA corporation. The Declaration of Trust also includes provisions modeled after comparable provisions of the OBCA dealing with the calling and holding of meetings of Trust Unitholders. The matters in respect of which Trust Unitholder approval is required under the Declaration of Trust are significantly less extensive than the rights conferred on the shareholders of an OBCA corporation. See **Item 2.7.1 – Declaration of Trust**. Certain of those Trust Unitholder approval rights may be supplemented by provisions of applicable securities laws.

The Declaration of Trust does not contain conflict of interest provisions, similar to those contained in the OBCA, that require individuals to disclose any interest in a material contract or transaction with the Fund.

Trust Unitholders do not have recourse to a dissent right under which shareholders of an OBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken, such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of its property, a going private transaction or the addition, change or removal of provisions restricting: (i) the business or businesses that the corporation can carry on, or (ii) the issue, transfer or ownership of shares. As an alternative, but only following certain events, Trust Unitholders seeking to terminate their investment in the Fund are entitled to receive, subject to certain conditions and limitations, an amount in respect of their investment in Trust Units, through the exercise of the redemption rights provided by the Declaration of Trust, as described under **Item 2.7.1 - Declaration of Trust – Distributions**.

Trust Unitholders do not have recourse to the statutory oppression remedy that is available to shareholders of an OBCA corporation where the corporation undertakes actions that are oppressive, unfairly prejudicial or disregard the interests of security holders and certain

other parties. Shareholders of an OBCA corporation may also apply to a court to order the liquidation and dissolution of the corporation in those circumstances, whereas the Declaration of Trust does not include a comparable right. Shareholders of an OBCA 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 OBCA 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 a comparable right of Trust Unitholders to commence or participate in legal proceedings with respect to the Fund.

For further information on terms contained in the Declaration of Trust which affect the rights of Trust Unitholders, including provisions regarding activities of the Fund, the Trustees, certain rights of the Trustees subject to Special Resolution, and amendments to the Declaration of Trust, see **Item 2.7.1 – Declaration of Trust**. For information with respect to the terms of the Declaration of Trust regarding transfer of Trust Units, see **Item 2.7.1 – Declaration of Trust – Transfer of Trust Units**.

5.1.6 Distribution Policy

The Fund intends to distribute all or any part of the Net Available Cash of the Fund (if any) that the Trustees or the Administrator prudently determines as being available for distributions, to Trust Unitholders of record on the last day of each calendar quarter. The Fund may also distribute cash (if any) that the Trustees or the Administrator prudently determine as being available for distributions to Trust Unitholders for other Distribution Periods. Where a distribution of Net Available Cash of the Fund is declared by the Trustees or the Administrator, such distribution will be paid no later than the last Business Day of the calendar month following the calendar quarter in respect of which such distribution has been declared and if the Distribution Period is not a calendar quarter, then as determined by the Trustees or the Administrator.

The amount of distributable cash will be calculated by the Trustees and will include the amount earned or receivable by the Fund in the Distribution Period and received on or before the payment date in respect of the Distribution Period, including, in particular, income from the Debentures. In addition, distributable cash may arise from interest, distributions, dividends, proceeds from the disposition (other than by way of security interest) of securities, returns of capital and repayments of indebtedness together with amounts, if any, received by the Fund from financing activities (unless for a specific use of proceeds), less amounts the Fund estimates will be required for expenses of the Fund and other obligations of the Fund, cash redemptions or repurchases of Trust Units, any tax liability and any reserves established by the Trustees, in their sole discretion. See **Item 5.1.7 – Funds Flow from AcquisitionCo** below for a description of the distributions of AcquisitionCo to the Fund.

The Declaration of Trust provides that there will be payable to Trust Unitholders in respect of each year ending December 31 not less than such amount (in respect of the taxable income and net realized capital gains, if any, of the Fund for such year) as is necessary to ensure that the Fund will not be liable for ordinary income taxes under the Tax Act in such year. Any income of the Fund that is applied to repurchases or redemptions of Trust Units or is otherwise unavailable for cash distribution will, to the extent necessary to ensure that the Fund does not have an income tax liability under Part I of the Tax Act, be distributed to Trust Unitholders in the form of additional Trust Units. Those additional Trust Units will be issued under exemptions provided for by applicable securities laws, discretionary exemptions granted by applicable securities regulatory authorities or a prospectus or similar filing. Unless the Trustees determine otherwise, immediately after any pro rata distribution of these additional Trust Units, the number of outstanding Trust Units will be consolidated such that each Trust Unitholder will hold after the consolidation the same number of Trust Units as the Trust Unitholder held before the non-cash distribution, except where tax was required to be withheld in respect of the Trust Unitholder's share of the distribution.

The Trustees have the right but not the obligation to distribute and allocate distributable cash, income, capital gains and any other applicable amounts among Trust Unitholders in such a manner so as to ensure where possible that they are treated equitably taking into account differences that may arise as a result of the acquisition of Trust Units at different times in a fiscal year or in different fiscal calendar years.

In accordance with the Fund's investment objective to provide Trust Unitholders with regular quarterly distributions, Trust Unitholders will be entitled to receive non-cumulative distributions if and when declared by Trustees. It is the intention of the Fund (subject to available cash flow), to provide a target 9% annual distribution payable on a quarterly basis (targeted 2.25% per quarter). The Fund intends to finance such quarterly distributions with the interest payments it receives pursuant to the terms of the Debentures issued by AcquisitionCo in favour of the Fund and as otherwise described above. The Trustees will have the discretion to issue new Debentures with a different yield to reflect market conditions and the performance of the Debentures. Additionally, upon termination of the Fund, Trust Unitholders will be entitled to the remaining property of the Fund *pro rata* with the holders of their respective class of Units in accordance to the aggregate number of Units of that class owned by such Trust Unitholder.

The return on an investment in the Trust Units is not comparable to the return on an investment in fixed-income securities. Cash distributions to Trust Unitholders are not guaranteed and are not fixed obligations of the Fund. Any receipt of cash distributions by a

Trust Unitholder is at any time subject to the terms of the Declaration of Trust. Any anticipated return on investment is based upon many performance assumptions. Although the Fund intends to distribute its available cash to Trust Unitholders, cash distributions may be reduced or suspended at any time and from time to time. The ability of the Fund to make cash distributions and the actual amount distributed depends on the operations of the Dental Investments acquired by AcquisitionCo, and will be subject to various factors including those referenced in **Item 8 – Risk Factors**. The value of the Trust Units may decline if the Fund is unable to meet its cash distribution targets in the future and that decline may be significant.

The Fund has adopted the DRIP, which will allow eligible holders of Trust Units to elect to have their distributions reinvested in additional Trust Units of the same series at a purchase price equal to \$95 per Trust Unit (or such other price as may be determined by the Trustees from time to time). The Trustees may terminate the DRIP at their discretion. See **Item 2.7.5 – Distribution Reinvestment Plan**.

5.1.7 Funds Flow from AcquisitionCo

The Fund will be eligible to receive funds from AcquisitionCo relating to the payments of interest and principal on the Debentures. This structure allows the Fund to, indirectly through its investment in Debentures of AcquisitionCo, earn income derived from the investment by AcquisitionCo in the Dental Investments (either directly or indirectly through PracticeCo). The Fund is reliant, to a significant degree, on receiving payments of interest and principal of the Debentures from AcquisitionCo in order to realize any distributable cash from time to time. The Trustees will have the discretion to issue new Debentures with a different yield to reflect market conditions and the performance of the Debentures.

AcquisitionCo will ensure that any available capital is used to first pay the interest on any bank debt, secondly to pay the interest on the Debentures, thirdly to pay the cumulative annual dividend of 9% to the holders of the non-voting participating preferred shares, and then lastly to pay a dividend to the holders of the common shares of AcquisitionCo. Upon exit, AcquisitionCo will ensure that any available capital is used to first pay the principal on any bank debt, secondly to pay the principal on the Debentures, thirdly to return the capital and capital gains to the holders of the non-voting participating preferred shares, and the remaining will go to the holders of the common shares of AcquisitionCo.

The amount of distributable cash distributed by the Fund will equal the amount earned or receivable by the Fund in the Distribution Period and received on or before the payment date in respect of the Distribution Period less amounts the Fund estimates will be required for expenses of the Fund and other obligations of the Fund, to fund redemptions or repurchases of Trust Units, any tax liability and any reserves established by the Trustees, in their sole discretion.

5.2 Subscription Procedure

The securities being offered pursuant to the Offering are Trust Units.

Each Investor must subscribe for a minimum of 100 Trust Units, subject to the direction of the Trustees. Subject to applicable securities law, there is no maximum number of Trust Units allocated to any subscriber, subject to the limits pursuant to the Declaration of Trust. There is no minimum or maximum Offering.

The Fund expects to hold Closings approximately every month for up to 60 months from the date of this offering memorandum or such longer period as may be determined by the Trustees.

Investors wishing to subscribe for Trust Units are required to enter into a Subscription Agreement with the Fund containing, among other things, representations, warranties, certifications, acknowledgments and covenants by you, as the Investor. The procedure for your Trust Unit subscription is set out in the Subscription Agreement. Please read the instructions in the Subscription Agreement closely. You may subscribe for Trust Units by delivering the completed and signed subscription documents set out in the Subscription Agreement together with payment for the Trust Units to the Fund at the address set out therein.

Investors must pay the subscription price in full by certified cheque, bank draft or such other manner as may be accepted by the Fund at the time of delivering a fully completed and signed Subscription Agreement.

Subject to the rights of rescission described in **See Item 1.1 – Investors' Rights**, your subscription, as evidenced by your completed and signed Subscription Agreement delivered to the Fund, is irrevocable. No prospective Investor has any right to withdraw his subscription for Trust Units unless the Fund terminates the Offering or does not accept the subscription.

The Fund will hold your aggregate subscription price in trust until at least midnight on the second Business Day after the day on which you signed your Subscription Agreement, after which time those funds will be held in trust until the Fund has accepted or rejected such

subscription, in whole or in part, in connection with a Closing of the Offering. Holding your aggregate subscription price in this manner does not constitute acceptance of your subscription for Trust Units.

At any Closing of the Offering:

- (a) proceeds from subscriptions for Trust Units will be available to the Fund for its use, as described in this offering memorandum; and
- (b) the Fund will arrange for delivery to or as directed by you (as the Investor), one or more certificates representing fully paid Trust Units, provided the aggregate subscription price has been paid in full. It is expected that certificates representing the Trust Units will be available for delivery within a reasonable period of time after the relevant Closing Date.

No interest will be paid to or accrued for the benefit of the subscriber for Trust Units on any portion of your aggregate subscription price held prior to a Closing. Any interest earned on such funds belongs to the Fund irrespective of its acceptance or rejection of your subscription for Trust Units.

By purchasing Trust Units pursuant to the Offering, you have consented to and requested that all documents evidencing or relating in any way to the sale of the Trust Units be drawn up in the English language only. *En souscrivant à des titres en vertu de ce placement, chaque souscripteur reconnaît et convient par les présentes qu'il ou elle a consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à ce placement d'unités agrafées, soient rédigés en anglais seulement.*

The Fund may, in the Trustees' discretion, reduce the number of Trust Units that any Investor must subscribe for under the Offering, at any time and from time to time.

The Fund may close the subscription books at any time without notice. Any subscription funds for subscriptions that the Fund does not accept will be returned promptly after the Fund has determined not to accept such subscription.

This offering memorandum does not constitute an offer to sell or the solicitation of an offer to buy securities within the United States or by residents of the United States. There shall be no sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

5.3 Auditors, Transfer Agent and Registrar

The auditors of the Fund are KPMG LLP.

ITEM 6 – INCOME TAX CONSEQUENCES

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

6.1 Certain Canadian Federal Income Tax Considerations

The following is a summary prepared by Norton Rose Fulbright Canada LLP of the principal Canadian federal income tax considerations under the Tax Act generally applicable, as of the date hereof, to the holding and disposition of Trust Units acquired pursuant to the Offering.

This summary only applies to an individual (other than a trust) who, for purposes of the Tax Act, is resident in Canada, deals at arm's length and is not affiliated with the Fund and holds Trust Units as capital property (a "**Holder**"). Generally, Trust Units will be considered to be capital property of a Holder provided that the Holder does not hold such Trust Units in the course of carrying on a business and has not acquired such Trust Units in one or more transactions considered to be an adventure or concern in the nature of trade. Provided that the Fund is a mutual fund trust for purposes of the Tax Act, a Holder who might not otherwise be considered to hold Trust Units as capital property may, in certain circumstances, be entitled to have such Trust Units and any other "Canadian security" (as defined in the Tax Act) owned or subsequently acquired by them treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act.

This summary is based on the terms of the Offering, 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 "**Tax Proposals**"), and an understanding of the current published administrative policies and assessing practices of the CRA publicly available prior to the date hereof. This summary assumes that the Tax Proposals will be enacted as currently proposed, although no assurance can be given that

such proposals will be enacted in that form or at all. Except for the Tax Proposals, this summary does not take into account or anticipate any changes in law or administrative policy and assessing practice, whether by way of legislative, governmental or judicial decision or action, nor does it take into account other federal or any provincial or foreign tax legislation or consideration, which may differ materially from those described herein.

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 Trust Units. Moreover, the income tax and other tax consequences of acquiring, holding or disposing of securities will vary according to the status of the Holder, the province or provinces in which the Holder resides or carries on business and, generally, the Holder's own particular circumstances. Accordingly, the following description of income tax matters is of a general nature only and is not intended to constitute advice to any particular Holder. Holders should consult their own tax advisors with respect to the income tax and other tax consequences of the Offering and an investment in Trust Units, based upon such security holder's particular circumstances and review the tax related risks outlined in this offering memorandum.

6.1.1 Eligibility for Investment

Provided that the Fund qualifies as a "mutual fund trust" within the meaning of the Tax Act, the Trust Units will be qualified investments for Exempt Plans under the Tax Act.

Notwithstanding the foregoing, if the Trust Units are a "prohibited investment" (as defined in the Tax Act) for a particular trust governed by an RRSP, RRIF, TFSA, RESP or RDSP, the annuitant under the RRSP or RRIF, the holder of the TFSA or RDSP, or the subscriber under the RESP, as the case may be, will be subject to a penalty tax under the Tax Act. The Trust Units will generally be a prohibited investment if the holder, annuitant or subscriber of such plan does not deal at arm's length with the Fund for the purposes of the Tax Act or has a "significant interest" (as defined in the Tax Act) in the Fund. A person will have a significant interest in the Fund if the person, together with non-arm's length persons, holds interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the Trust Units.

The Redemption Notes which may be delivered to Holders on a redemption of Trust Units will not be qualified investments under the Tax Act for Exempt Plans. Accordingly, Exempt Plans that own Trust Units should consult their own tax advisors prior to exercising redemption rights.

Upon dissolution of the Fund, Holders may receive property that will not be a qualified investment under the Tax Act for Exempt Plans. Accordingly, Exempt Plans that own Trust Units prior to the dissolution of the Fund should consult their own tax advisors prior to participating in the dissolution of the Fund.

6.1.2 Status of the Fund

Mutual Fund Trust

This summary assumes that the Fund will at all relevant times qualify as a "mutual fund trust" under the Tax Act. **There can be no assurance that the Fund will continue to qualify as a "mutual fund trust" under the Tax Act at any particular time.**

If the Fund were not to qualify as a "mutual fund trust" at all relevant times, the income tax considerations described herein would, in some respects, be materially and adversely different.

SIFT Rules

The Tax Act contains rules regarding the taxation of specified investment flow-through entities (the "**SIFT Rules**"). If the Fund were subject to the SIFT Rules, the Canadian federal income tax considerations would be materially different from those described herein.

However, the SIFT Rules will not apply to the Fund provided that Trust Units are not listed or traded on a stock exchange or other public market and no right that replicates the return on, or value of the Trust Units is so listed or traded.

This summary assumes that the Fund will not be subject to the SIFT Rules.

6.1.3 Taxation of the Fund

The Fund will be subject to tax under Part I of the Tax Act on its income for each year, including net realized capital gains, dividends, accrued interest and other income paid or payable to it, less the portion thereof that is paid or payable in the year by the Fund to Trust

Unitholders and which is deducted by the Fund in computing its income for purposes of the Tax Act. An amount will be considered payable to a Trust Unitholder in a taxation year only if it is paid in the year by the Fund or the Trust Unitholder is entitled in the year to enforce payment of the amount. The taxation year of the Fund will end on December 31 of each year.

The Fund will be entitled to deduct reasonable current administrative and other expenses that are incurred to earn income. Any losses incurred by the Fund may not be allocated to Trust Unitholders but may generally be carried forward and back and deducted in computing the taxable income of the Fund, in accordance with the detailed rules in the Tax Act.

The Fund generally intends to deduct, in computing its income, the full amount available for deduction in each taxation year to the extent of its taxable income for the year otherwise determined and to make payable to Trust Unitholders an amount equal to its remaining taxable income. However, no assurances can be given in this regard.

If the Fund experiences a “loss restriction event” (i) the Fund will be deemed to have a year-end for tax purposes (which could result in the Fund being subject to tax unless it distributes or makes payable its income and capital gains prior to such year-end), and (ii) the Fund will become subject to the loss restriction rules generally applicable to corporations that experience an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on their ability to carry forward losses. Generally, the Fund will be subject to a loss restriction event when a person becomes a “majority-interest beneficiary” of the Fund, or a group of persons becomes a “majority-interest group of beneficiaries” of the Fund, as those terms are defined in the affiliated persons rules contained in the Tax Act, with appropriate modifications. Generally, a majority-interest beneficiary of the Fund will be a beneficiary who, together with the beneficial interests of persons and partnerships with whom the beneficiary is affiliated, has a fair market value that is greater than 50% of the fair market value of all the interests in the income or capital, respectively, in the Fund. Generally, a person is deemed not to become a majority-interest beneficiary, and a group of persons is deemed not to become a majority-interest group of beneficiaries, of the Fund if the Fund meets certain investment requirements and qualifies as an “investment fund” under the rules.

6.14 Taxation of Trust Holders

Fund Distributions

A Holder will generally be required to include in computing their income for a particular taxation year any amount paid or made payable to the Holder in that year, whether in cash, additional Trust Units, property of the Fund or otherwise.

Provided that appropriate designations are made by the Fund, the portion of its taxable capital gains and taxable dividends received or deemed to be received from taxable Canadian corporations that are paid or made payable to a Holder will retain their character as taxable capital gains and taxable dividends to the Holder for purposes of the Tax Act. Such dividends, when designated to a Holder that is an individual, will be subject to the gross-up and dividend tax credit provisions normally applicable to taxable dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit for eligible dividends. Income of the Fund that is designated as taxable dividends from taxable Canadian corporations or as net realized capital gains may affect a Holder’s liability for alternative minimum tax.

The non-taxable portion of net realized capital gains of the Fund that is paid or made payable to a Holder in a taxation year will not be included in computing the Holder’s income for the year and will not reduce the adjusted cost base of the Holder’s Trust Units. Any other amount in excess of the net income of the Fund that is paid or made payable by the Fund to a Holder in a year will generally not be included in the Holder’s income for the year but will reduce the adjusted cost base of the Trust Units held by such Holder. To the extent that the adjusted cost base to a Holder of a Trust Unit is less than zero at any time in a taxation year, such negative amount will be deemed to be a capital gain of the Holder from the disposition of the Trust Unit in that year. The amount of such capital gain will be added to the adjusted cost base of such Trust Unit.

The adjusted cost base of a Trust Unit to a Holder will include all amounts paid or payable by the Holder for the Trust Unit, with certain adjustments. Trust Units issued to a Holder as a non-cash distribution of income will have a cost amount equal to the amount of such income. A Holder will generally be required to average the cost of all newly-acquired Trust Units with the adjusted cost base of Trust Units held by the Holder as capital property in order to determine the adjusted cost base of the Holder’s Trust Units at any particular time.

Disposition of Trust Units

On the disposition or deemed disposition of Trust Units, a Holder will generally realize a capital gain (or a capital loss) equal to the amount by which the Holder’s proceeds of disposition are greater (or less) than the aggregate of the Holder’s adjusted cost base of the Trust Units and any reasonable costs incurred by the Holder in connection with the disposition. The taxation of capital gains or capital losses is described below under “*Capital Gains and Capital Losses*”.

Redemption of Trust Units

The redemption of Trust Units in consideration for cash, property of the Fund or Redemption Notes, as the case may be, will be a disposition of such Trust Units for proceeds equal to the amount of such cash or the fair market value of such property of the Fund or Redemption Notes, less any portion thereof that is considered to be a distribution of the income of the Fund. Redeeming Holders will consequently realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition (less any portion thereof that is considered a distribution of the Fund's income) is greater (or less) than the Holder's aggregate adjusted cost base of the Trust Units so redeemed and any reasonable costs of disposition.

If a Holder redeems Trust Units, the Fund may distribute income or capital gains realized by the Fund in the year to the Holder as partial payment of the Redemption Price. Any income or capital gains so distributed must be included in the calculation of the Holder's income in the manner described above. Tax Proposals announced on March 19, 2019, if enacted, would deny the Fund a deduction for (i) the portion of a capital gain of the Fund distributed to a Holder on a redemption of Trust Units that is greater than the Holder's accrued gain, and (ii) any income distributed to a Holder on a redemption of Trust Units, where, in each case, the Holder's proceeds of disposition are reduced by the distribution. If enacted as proposed, these Tax Proposals will be effective for taxation years of the Fund that begin on or after March 19, 2019.

6.15 Capital Gains and Capital Losses

Generally, one-half of any capital gain realized or deemed to be realized by a Holder in a taxation year will be included in the Holder's income for the year as a taxable capital gain. Subject to specific rules in the Tax Act, one-half of any capital loss realized or deemed to be realized by a Holder in a taxation year is an allowable capital loss which is deducted from any taxable capital gain realized by the holder in the year of disposition. Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years to the extent and under the circumstances provided for in the Tax Act. Capital gains realized by a Holder may affect a Holder's liability for alternative minimum tax.

If a Holder disposes of Trust Units, and the Holder, the Holder's spouse or another person affiliated with the Holder (including a corporation controlled by the Trust Unit holder) acquires Trust Units of any series within 30 days before or after the Holder disposes of their Trust Units (such newly acquired Trust Units being considered "substituted property"), the Trust Unit holder's capital loss may be deemed to be a "superficial loss". If so, the Trust Unit holder's loss will be deemed to be nil and the amount of the loss will instead be added to the adjusted cost base of the Trust Units which are "substituted property".

ITEM 7 – COMPENSATION PAID TO SELLERS

The decision to distribute the Trust Units and the determination of the structure and pricing and other terms and conditions of the Offering have been and will continue being made by the Fund.

The Fund will sell Trust Units under the Offering through agents that are: (a) exempt market dealers registered under applicable securities laws in Canada; or (b) investment dealers that are registered under applicable securities laws in Canada and that are members of the Investment Industry Regulatory Organization of Canada.

The following Selling Commissions will be payable by AcquisitionCo in respect of Trust Units sold under the Offering:

- Series A Units: (i) an up-front commission of up to 6.25% of the offering proceeds realized on the sale of such Trust Units, which includes: (A) the Lead Arranger Fee; and (B) the Internal Wholesaler Fee; and (ii) an ongoing deferred commission of 0.75% per annum of the offering proceeds realized on the sale of Series A Trust Units, payable for five (5) years following the sale of such Series A Trust Units.
- Series B Units: an up-front commission of up to 9.25% of the offering proceeds realized on the sale of such Trust Unit, which includes: (A) the Lead Arranger Fee; and (B) the Internal Wholesaler Fee.
- Series F Units: an up-front commission of up to 1.25% of the offering proceeds realized on the sale of such Trust Unit, which is comprised of: (A) the Lead Arranger Fee; and (B) the Internal Wholesaler Fee.

In addition, an up-front commission of up to 4% will be payable to securities dealers in connection with the purchase of Series A Trust Units and Series B Trust Units from treasury under the DRIP.

AcquisitionCo may also pay certain securities dealers a fee of up to 1.5% of the aggregate amount of a subscriber's subscription in respect of Series A Trust Units and Series B Trust Units for each year that the maturity date of the Debenture initially purchased with the proceeds of such subscriber's subscription is extended, which fee shall be reimbursed by AcquisitionCo.

Dealers and any other agents or sub-agents appointed by the Fund to sell Trust Units will also be reimbursed for reasonable expenses incurred in connection with the Offering.

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 that is given or received must not be relied upon.

ITEM 8 – RISK FACTORS

Investment in the Trust Units at this time is highly speculative and involves a number of risks. The purchase of Trust Units pursuant to the Offering should only be made after consulting with independent and qualified investment, legal and tax advisors. Prospective Investors should review the risks associated with the Trust Units and the Fund with such advisors before investing.

The risks discussed in this offering memorandum can adversely affect AcquisitionCo's and/or the Fund's prospects, results and financial condition. These risks could cause the value of the Trust Units to decline, cause the Fund to be unable to pay distributions on the Trust Units, and also cause Investors to lose part or all of their investment. In addition to the risk factors set out below and elsewhere in this offering memorandum, other material risks and uncertainties of which the Fund is not presently aware may also harm the Fund's business and its investments. Trust Unitholders must rely on the ability, expertise, judgment, discretion, integrity and good faith of the Trustees and the management of the Fund and AcquisitionCo.

This Offering is suitable for Investors who are willing to rely solely upon the Trustees and the management of the Fund and AcquisitionCo and who can afford a total loss of their investment.

In addition to factors set forth elsewhere in this offering memorandum, potential Investors should carefully consider the following factors, many of which are inherent to the ownership of Trust Units. The following is a summary only of the risk factors involved in an investment in the Trust Units.

Blind Pool Investment

The Trust Units represent a partially "blind pool" investment. The Fund expects that the Available Funds from the Offering will be applied by AcquisitionCo to acquire Dental Investments. Other than as set forth in **Item 2.3.2 – Acquisition of Dentallook Corporations**, specific Dental Investments in which AcquisitionCo will be investing into have not been identified as of the date of this offering memorandum.

While the Fund anticipates that AcquisitionCo will be able to identify and complete the acquisition of (or investment in) Dental Investments on an on-going basis that satisfies the Fund's investment and business objectives and achieves acceptable returns, there is no assurance that they will be able to do so.

Limited Operational History

The Fund was formed for a limited purpose and will carry on no business other than to:

- distribute Trust Units;
- invest proceeds from the issue and sale of Trust Units in Debentures of AcquisitionCo; and
- pay distributions to Trust Unitholders in each Distribution Period pursuant to the Declaration of Trust.

The Fund's business is subject to all the risks inherent in the establishment of a new business enterprise. There is no certainty that the Fund's business strategy will be successful. The likelihood of success of the Fund must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business. If the Fund fails to address any of these risks or difficulties adequately, its business will likely suffer. There is no assurance that the Fund can operate profitably.

No Guarantee that Investment will be Successful

There is no guarantee that Investors will not realize losses from an investment in Trust Units and there can be no assurance that the Fund's objective of earning a return on its investment in the Dental Investments, indirectly through AcquisitionCo, will be achieved. The success of the Fund depends to a certain extent on the efforts and abilities of the management of AcquisitionCo and on external factors such as, among other things, the industries in which the Dental Investments are operating and the general political and economic

conditions that may prevail from time to time, which factors are out of the Fund's control. A return on investment for a purchaser of Trust Units depends upon the net revenues received by AcquisitionCo from its investment in Dental Investments. As a result, there is no guarantee that the Fund and, correspondingly, the Trust Unitholders will earn a return on their investment.

The return on an investment in the Trust Units is not comparable to the return on an investment in fixed-income securities.

Cash distributions to Trust Unitholders are not guaranteed and are not fixed obligations of the Fund; any receipt of cash distributions by a Trust Unitholder is at any time subject to the terms of the Declaration of Trust. Any anticipated return on investment is based upon many performance assumptions. Although the Fund intends to distribute its available cash to Trust Unitholders, cash distributions may be reduced or suspended at any time and from time to time. The ability of the Fund to make cash distributions and the actual amount distributed depends on the operations of the Dental Investments in which AcquisitionCo invests and will be subject to various factors including those referenced in this **Item 8 – Risk Factors**. The value of the Trust Units may decline if the Fund is unable to meet its cash distribution targets, if any, in the future and that decline may be significant.

Once the Fund distributions are paid in a given Distribution Period, the Trustees may, in their discretion, make distributions on the Trust Units. However, the Trustees are under no obligation to make any such other distributions.

Trust Units are Not Liquid

There is currently no market through which the Trust Units may be sold and it is very unlikely that one will develop. The Fund intends to restrict the transfer of Trust Units to prevent the development of a market for the Trust Units. In addition, redemption of Trust Units is limited. None of the Trust Units will be listed or posted for trading on a recognized stock exchange or other trading or quotation system. The Fund has not prepared, filed or delivered to potential Trust Unitholders a prospectus. The Trust Units are subject to a number of restrictions respecting transferability and resale, including a restriction on trading imposed by applicable securities laws. Until the restriction on trading expires, you will not be able to trade the Trust Units unless you comply with an exemption from the prospectus under securities legislation.

Unless permitted under securities legislation, no Trust Unitholder can trade Trust 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 of Canada. The Fund is not, and currently has no intention of becoming, a reporting issuer in any province or territory of Canada, and therefore the Trust Units will be subject to an indefinite hold period. The Trust Units may only be transferred under limited exemptions under applicable securities laws. Consequently, Trust Unitholders may not be able to sell the Trust Units readily or at all, and they may not be accepted as collateral for a loan. Trust Unitholders should be prepared to hold the Trust Units indefinitely and cannot expect to be able to liquidate their investment even in the case of an emergency. Accordingly, an investment in Trust Units is suitable solely for persons able to make and bear the economic risk of a long-term investment.

As stated above, none of the Trust Units may be sold, assigned or transferred by a Trust Unitholder, in whole or in part, (i) without prior written consent of the Trustees, (ii) except to a person who is an affiliate of the Trust Unitholder or (iii) as otherwise expressly provided in the Declaration of Trust, subject to compliance with applicable law (including applicable securities laws and regulatory policy) and the transfer requirements in the Declaration of Trust.

Redemption Rights

Redemption rights under the Declaration of Trust are subject to certain restrictions. Investors should carefully review **Item 2.7.1 – Declaration of Trust – Redemption of Trust Units**.

Upon a redemption of Trust Units or termination of the Fund, the Trustees may issue Redemption Notes directly to the Trust Unitholders (subject to obtaining any required regulatory approvals). Redemption Notes so issued will not be qualified investments for Exempt Plans which could give rise to adverse consequences to an Exempt Plan or the annuitant under an Exempt Plan, including the redeeming unitholder becoming subject to a penalty tax or having its tax exempt status revoked depending on the circumstances. See **Item 6.1.1 – Eligibility for Investment**.

Redemption Notes issued will be unsecured. It is unlikely that at all times the Fund and its subsidiaries will have sufficient assets to satisfy any claim for repayment on Redemption Notes. Redemption Notes issued by the Fund, may, in certain circumstances, have priority over Trust Units in the event of the liquidation of assets of the Fund. There are various considerations with respect to creditor rights and bankruptcy law that will need to be considered at the time the Redemption Notes are issued and at any liquidation of assets to determine priority.

The Trustees or the Administrator may, in their sole discretion, at any time and from time to time, upon giving a retraction notice as described in the Declaration of Trust, retract one or more of the then outstanding Trust Units in accordance with the provisions of the

Declaration of Trust as if such Trust Units were tendered by the applicable Trust Unitholders for retraction as at the date of the retraction notice if the Trustees or the Administrator determines in its sole discretion. The provisions of the Declaration of Trust apply *mutatis mutandis* with respect to such deemed retraction. The retraction price shall be \$100 per Trust Unit plus accrued but unpaid interest, if any, from the date of purchase. For greater certainty, such offers may be made to one or more Trust Unitholders to the exclusion of other Trust Unitholders.

The Redemption Price, being the price at which Trust Units are to be redeemed or retracted is to be determined from time to time in accordance with the Declaration of Trust and may be lower than the price per Trust Unit paid by the Trust Unitholder. There is no assurance that investors will be paid the whole amount of their investment through any exercise of redemption rights or through the Fund's retraction of Trust Units.

At the end of the five-year term of each Debenture, or, if one or more extension is approved, at the end of the term of the extension(s), AcquisitionCo will repay such Debenture and the Fund will retract the applicable Trust Units that were issued in connection with the purchase of such Debenture by the Fund.

As an extraordinary measure, the Trustees or the Administrator may, from time to time, in their absolute discretion and for any reason so long as they are acting reasonably, suspend the redemption of Trust Units or postpone the date of payment of redeemed Trust Units. Examples of such circumstances include, without limitation, if the Trustees or the Administrator reasonably determine that: (i) the Fund's assets are invested in such a manner so as to not reasonably permit immediate liquidation of sufficient assets; (ii) there exists a state of affairs that constitutes circumstances under which liquidation by the Fund of part or all of its investments is not reasonable or practicable, or would be prejudicial to the Fund or Trust Unitholders generally; (iii) not suspending redemptions would have an adverse effect on continuing Trust Unitholders; or (iv) they are unable to value the assets of the Fund. The Trustees or the Administrator may also suspend the redemption of Trust Units upon an announcement by the Trustees that the Fund will be terminated. For greater certainty, the intention of this provision is not to generally restrict the ability of Trust Unitholders to redeem Trust Units, but rather to permit the Trustees or the Administrator to protect the Fund and/or its Trust Unitholders from the harm that would be caused by permitting redemptions when extraordinary and unusual circumstances are present.

See **Item 4.1 – Equity Capital** for a description of any Trust Unit redemptions as of the date of this offering memorandum.

Insufficient Funds raised on the Offering

There is no minimum or maximum Offering size. There can be no assurance that any particular level of subscription by Investors, or any level of Offering Proceeds, under the Offering will be reached. However, there can be no assurance that the Offering will provide funding that is sufficient to permit the Fund to acquire (through AcquisitionCo) any interest in any Dental Investment or to otherwise advance the business or prospects of the Fund and AcquisitionCo, in whole or in part. If insufficient funds are raised on the Offering, the Fund's business development plans and prospects could be adversely affected, since fewer Dental Investments would be made.

Risk that the Dentallook Corporations Closing Does Not Occur

The completion of the Dentallook Corporations Closing is subject to the payment of the purchase price and other conditions precedent by July 11, 2019. There can be no certainty that AcquisitionCo will receive sufficient funding from the Fund to complete the Dentallook Corporations Closing or when such funding will be available. If the Dentallook Corporations Closing does not proceed it may have an adverse effect on the business and affairs of Fund and AcquisitionCo. For example, AcquisitionCo may have to pursue alternative Dental Investments that does not provide the same degree of benefit to AcquisitionCo or the Fund as would have been provided had the Dentallook Corporations Closing been completed.

In the event that the Dentallook Corporations Closing does not occur, AcquisitionCo may retain the Available Funds to acquire other Dental Investments in accordance with the investment objectives of the Fund and AcquisitionCo.

Distributions May Consist of Proceeds of Offerings

Although it is the Fund's intention that distributions on the Trust Units be primarily paid from cash flow received from interest payments on the Debenture by AcquisitionCo, in certain circumstances, payments and distributions may exceed the income received by AcquisitionCo from its Dental Investments for any particular Distribution Period. In such circumstances, distributions to the Trust Unitholders may consist, directly or indirectly, of the proceeds from the sale of securities by the Fund (including this Offering).

Cash Distributions are Not Guaranteed

There is no assurance that there will be adequate cash flow of the Fund to meet the anticipated obligations and economic objectives described in this offering memorandum. The Fund's sources of capital are primarily subscriptions for Trust Units and payments of

principal and interest on the Debentures from AcquisitionCo. The Fund may not have any available funds to distribute cash or pay expenses, even where it has established and funded a working capital reserve for such purposes. The Fund will rely on the cash flow of the Fund to fund, in the Trustees' discretion, distributions (if any) of distributable cash (if any).

Cash distributions of the Fund will substantially depend upon the success of AcquisitionCo's Dental investments. There can be no assurance that the Fund's income from the repayment of principal and interest on Debentures from AcquisitionCo will sufficiently fund distributions (if any) to Trust Unitholders, including the Fund's payment of distributions during each Distribution Period. It is AcquisitionCo's intention to make reasonable commercial efforts to make interest payments at a rate of 9% per annum in each quarter subject to cash flow of AcquisitionCo, however, in the event that interest is not paid by AcquisitionCo in any quarter, this shall not be an "event of default" under the Debenture and such unpaid interest will accrue. On the maturity date, any unpaid interest shall be payable with the principal amount.

If, for any reason, the Fund is unable to meet its obligations to distribute distributable cash (if any), the Fund will need to find other sources of financing to pay for its ongoing costs and expenses or to fund distributions (if any), which other sources of financing may not be available or may not be available under terms that are acceptable to the Fund. There is no assurance regarding the actual levels of distributable cash by the Fund. In addition, the composition of distributable cash for tax purposes may change over time and may affect after-tax return for Trust Unitholders.

The return on an investment in the Trust Units is not comparable to the return on an investment in fixed income securities. Cash distributions to Trust Unitholders are not guaranteed and are not fixed obligations of the Fund; any receipt of cash distributions by a Trust Unitholder is at any time subject to the terms of the Declaration of Trust. Any anticipated return on investment is based upon many performance assumptions. Although the Fund intends to distribute its available cash to Trust Unitholders, cash distributions may be reduced or suspended at any time and from time to time. The ability of the Fund to make cash distributions and the actual amount distributed depends on the payment of principal and/or interest by AcquisitionCo on the Debentures, and will be subject to various factors including those referenced in this **Item 8 – Risk Factors**. The value of the Trust Units may decline if the Fund is unable to meet its cash distribution targets, if any, in the future and that decline may be significant.

The Fund has Limited Assets and Working Capital

The Fund has no assets, and will undertake no activities, other than as described in this offering memorandum (being the Fund's investment in AcquisitionCo through the purchase of Debentures). The Dental Investments will represent the primary assets of the Fund (through AcquisitionCo).

The Fund will not carry on an active business and will have limited sources of working capital. There is no assurance that the Fund will have adequate working capital to meet the anticipated requirements. In addition, there is no assurance that the Fund will have access to additional debt or equity financing when needed or at all, or on acceptable terms. It is unlikely that the Fund and its subsidiaries will have sufficient assets to satisfy any claim that a Trust Unitholder may have against such entities.

Reliance upon AcquisitionCo

The Fund is a trust that will entirely depend upon AcquisitionCo since the Fund's primary asset is its interest in the Debentures. Distributions, if any, to Trust Unitholders will depend upon numerous factors, including profitability, fluctuations in working capital, the sustainability of margins and capital expenditures of AcquisitionCo.

The Dental Investments will represent the primary asset of AcquisitionCo. The Fund's financial performance is directly tied to the performance of AcquisitionCo and consequently directly tied to the performance of the Dental Investments. Neither AcquisitionCo nor the Fund has any other investments of significance; therefore, the Fund's success depends solely on the success of AcquisitionCo.

Financing

The proceeds raised by the issuance of Trust Units may not be sufficient to accomplish all of the objectives of the Fund and its affiliates or meet all the obligations of the Fund and its affiliates and there is no assurance that alternative financing to pay for such objectives will be available. The Fund will depend upon future financing to fund its business objectives. The Fund or its subsidiaries may, to the extent available on acceptable terms, obtain institutional financing or other arm's length, third party financing to fund, in part, its objectives. No alternate financing has been arranged for the Fund or its affiliates. There is no assurance that alternative financing will be available on acceptable terms or at all. There is no assurance that the Fund will have adequate working capital to meet the anticipated requirements described in this offering memorandum.

Upon the maturity date of each Debenture, AcquisitionCo will be required to repay the principal and accrued but unpaid interest on such Debenture. AcquisitionCo may not be able to refinance the principal amount of the Debentures in order to repay the principal outstanding

or may not have generated enough cash from Dental Investments to meet this obligation. There is no guarantee that AcquisitionCo will be able to repay the outstanding principal amount and accrued but unpaid interest upon maturity of the Debentures. Upon an “event of default” under the Debentures, the principal and interest under the Debentures and any other moneys secured thereby shall become immediately due and payable and the security thereby constituted shall become enforceable. See **Item 2.7.4 - Debentures**.

Reliance on Assumptions

The Fund’s investment objectives and strategy have been formulated based on AcquisitionCo’s analysis and expectations regarding recent economic developments in the dental services sector. Such analysis may be incorrect and such expectations may not be realized, in which event the Fund, through AcquisitionCo, may not generate sufficient funds to pay the expected distributions.

Management’s Experience is Not Indicative of the Future Results of an Investment in Trust Units

While the Trustees and directors and officers of AcquisitionCo have experience in the private equity and dental service sectors, there is no assurance that any success achieved by those individuals in their prior opportunities will be similarly enjoyed by the Dental Investments, AcquisitionCo or the Fund.

Industry Risks

It is expected that the Dental Investments will operate in the dental industry. The following sets out certain risks associated with operating in the dental industry:

1. Changes to technology in equipment: There can be no assurance that such technology will not be developed, which could have a negative effect on the revenues of Dental Investments offering such services.
2. Downward price pressure: Due to an increase in competition, service could become less specialized than in the past, which would place pressure on service rates.
3. Supply of Dental Associates: Due to growth expectations, there requires a sufficient supply of dental associates to develop and grow the dental practices to be acquired. Any change in the employment status of dentists currently employed in our dental practices could have an adverse effect on our business, financial condition and results of operations.
4. Regulation: There are statutory governing bodies for the dental profession that develop and maintain standards and regulation in each province and territory across Canada. For example, The Royal College of Dental Surgeons of Ontario is the statutory governing body for dentists in Ontario that protects the public’s right to quality oral health services by providing leadership and education to the dental profession in regulation. A failure to comply with the requirements of the applicable governing bodies could result in substantial fines and/or sanctions which could have a material adverse effect on our financial condition and results of operations or could impact our ability to conduct our business. Any regulatory changes could cause a risk to Dental Investments and the Fund and may restrict future growth through acquisition.
5. Taxation: Any changes to, or new judicial interpretations of, the legislation governing Harmonized Sales Tax (“**HST**”) or its equivalent in Canadian provinces and territories other than Ontario, resulting in the application of HST in respect of services provided by AcquisitionCo to the Clinics could have an adverse impact on the Fund’s results of operations.
6. General Business Risks: See also under General Business Risks below.

Risks Relating to Labour Issues

AcquisitionCo may invest in Dental Investments that engage organized labour groups. AcquisitionCo intends to diligently review and analyze the risk with all labour groups to minimize disruptions in business as a disruption in business may directly affect the Dental Investment and the desired investor returns. Notwithstanding the foregoing, the Dental Investments may from time to time be subject to strikes or other organized action or labour interruptions that may have a negative impact on the returns paid to AcquisitionCo and, accordingly, the Fund.

Risks Relating to Employment Issues

Our inability to attract and retain senior management, dentists, hygienists, nurses, practice managers and other key dental professionals could adversely affect our business, financial condition and results of operations.

Acquisitions and Investments

AcquisitionCo's growth depends in large part on identifying suitable acquisition or investment opportunities, pursuing such opportunities and consummating acquisitions and investments. The acquisition of or investment in Dental Investments entails risks that investments will fail to perform in accordance with expectations. It is not possible to manage all risks associated with such acquisitions in the terms and conditions contained in commercial agreements pertaining to such acquisitions or investments. The Dental Investments may be subject to unknown, unexpected or undisclosed liabilities that may materially and adversely affect AcquisitionCo's operations and financial condition and results. The representations and warranties, if any, given by arm's length third parties to AcquisitionCo may not adequately protect against these liabilities and any recourse against third parties may be limited by the financial capacity of such third parties. Dental Investments may not achieve anticipated success levels and the estimates relating to the future performance of a Dental Investment may prove inaccurate or may not have the intended results.

No Third-Party Valuation of the Dentalook Corporations

No third party valuation has been completed on the Dentalook Corporations or the assets of thereof. The valuation of investments is inherently highly subjective and imprecise and requires the use of techniques that are costly and time consuming and ultimately provide no more than an estimate of value. In establishing the value of the Dentalook Corporations, AcquisitionCo relies on its due diligence and may, at its sole discretion, consult with experts to assist with the valuation of the Fund's investments. The value set by AcquisitionCo may not reflect the price at which the Fund could dispose of its interests in the Dentalook Corporations at any given time.

Timing for Investment of Net Offering Proceeds

The time period for the full investment of net proceeds of the Offering is not certain. The timing of such investment will depend, among other things, upon the identification by AcquisitionCo of suitable Dental Investments. There is a risk that the Fund may not invest all net proceeds of the Offering in Debentures in a timely manner and as a result AcquisitionCo may not be able to invest in Dental Investments in the intended time frame and therefore may not be able to generate sufficient funds to pay principal and/or interest owed to on the Debentures, which will negatively impact the Fund's ability to pay distributions to the Trust Unitholders.

Nature of the Trust Units

The Trust Units do not represent a direct investment in AcquisitionCo or any Dental Investment and should not be viewed by Trust Unitholders as a direct interest in AcquisitionCo or any Dental Investment. As holders of Trust Units, Trust 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. See also **Item 5.1.5 – Rights of Trust Unitholders**.

Trust Units are Not Insured

The Trust Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of that act or any other legislation or any other insurance company or program.

Transfer of Trust Units

Trust Units may only be transferred in accordance with applicable securities laws and the Declaration of Trust. The Declaration of Trust provides that no Trust Units are to be transferred without the written consent of the Trustees or Administrator (which consent may be unreasonably withheld) and otherwise in accordance with the Declaration of Trust.

Property Received on Dissolution

Upon dissolution of the Fund, Trust Unitholders may receive property that will not be a qualified investment for Exempt Plans.

Declaration of Trust

To the extent such amounts of income of the Fund or net realized capital gains for a particular taxation year are not paid in cash, such amounts shall be paid at the end of the taxation year by the issuance of additional Trust Units computed at the end of such taxation year. Unless the Trustees or the Administrator, as applicable, determine otherwise, Trust Units so issued will be automatically consolidated immediately after the issuance such that the Trust Unitholders will hold the same number of Trust Units after the consolidation as they held prior to the distribution of additional Trust Units. No notice to Trust Unitholders shall be required for such consolidation.

Notwithstanding the foregoing paragraph, if tax is required to be withheld from a Trust Unitholder's share of a distribution paid in the form of Trust Units, the consolidation will result in such Trust Unitholder holding that number of Trust Units that are equal to: (i) the number of Trust Units that were held by such Trust Unitholder prior to the distribution plus the number of Trust Units received by such Trust Unitholder in connection with the distribution (net of withholding taxes) multiplied by (ii) the fraction obtained by dividing the aggregate number of Trust Units outstanding prior to the distribution by the aggregate number of Trust Units that would be outstanding following the distribution and before the consolidation if no withholding were required in respect of any part of the distribution payable to any Trust Unitholder. Upon the direction of the Trustees or the Administrator, as applicable, each Trust Unitholder will be required to surrender the certificates, if any, representing such Trust Unitholder's original Trust Units in exchange for a certificate representing such Trust Unitholder's post-consolidation Trust Units.

Income Tax Risks

Canadian federal and provincial tax aspects and local tax aspects should be considered prior to purchasing Trust Units under the Offering. Trust Unitholders are urged to consult their own tax advisors, prior to purchasing Trust Units, with respect to the specific tax consequences to them. No advance income tax ruling has been applied for or received with respect to the income tax consequences described in this offering memorandum.

There can be no assurance that Canadian federal income tax laws or the judicial interpretation thereof or the administrative or assessing practices of the CRA respecting the treatment of trusts will not be changed in a manner that adversely affects Trust Unitholders or fundamentally alters the income tax consequences of investing in, holding or disposing of the Trust Units.

It is possible that tax matters, including the calculation and determination of revenue, expenditures, deductions, credits and other tax attributes, taxable income and taxes payable, may be reviewed and challenged by the tax authorities. If such challenge were to succeed, it could have a material adverse effect on the tax position of the Fund and Trust Unitholders.

It is intended that the Fund not be subject to SIFT Rules of the Tax Act. Under the SIFT Rules, the Fund will effectively be taxed as a Canadian public corporation and its distributions will be taxed as taxable dividends from a public corporation. If at any time the Trust Units (or any right that replicates their return or value) become listed or traded on any stock exchange or other public market, the Fund will be subject to the SIFT Rules.

The possibility exists that a Trust Unitholder will receive distributions of income without receiving cash distributions from the Fund in the year sufficient to satisfy the Trust Unitholder's tax liability for the year arising on such income.

Changes to HST legislation, or the judicial interpretation of HST legislation, resulting in the application of HST in respect of services provided by AcquisitionCo to the Clinics could have an adverse impact on the Fund's results of operations.

US Withholding Tax Risk

Generally, the *Foreign Account Tax Compliance provisions of the U.S. Hiring Incentives to Restore Employment Act* of 2010 (or "**FATCA**") imposes a 30% withholding tax on "withholdable payments" made to an investment entity, unless the investment entity enters into a FATCA agreement with the U.S. Internal Revenue Services (the "**IRS**") (or is subject to an intergovernmental agreement as described below) to comply with certain information reporting and other requirements. Compliance with FATCA will in certain cases require an investment entity to obtain certain information from certain investors and (where applicable) their beneficial owners (including information regarding their identity, residency and citizenship) and to disclose such information, including account balances, and documentation to the IRS.

Under the terms of the intergovernmental agreement between Canada and the U.S. (the "**Canada-U.S. IGA**"), and its implementing provisions under the Tax Act, the Fund will be treated as complying with FATCA and not subject to the 30% withholding tax if the Fund complies with the terms of the Canada-U.S. IGA. Under the terms of the Canada-U.S. IGA, the Fund will not have to enter into an individual FATCA agreement with the IRS but the Fund will be required to report information, including certain financial information, on accounts held by investors that fail to provide information to their financial advisor or dealer related to their citizenship and residency for tax purposes and/or investors that are identified as, or in the case of certain entities as having one or more controlling persons who are, U.S. persons owning, directly or indirectly, an interest in the Fund to the CRA. The CRA will in turn provide such information to the IRS under the existing provisions of the Canada-U.S. Income Tax Convention. The Canada-U.S. IGA sets out specific accounts that are exempt from being reported, including certain tax deferred plans. By investing in the Fund, the investor is deemed to consent to the Fund disclosing such information to the CRA. If the Fund is unable to comply with any of its obligations under the Canada-U.S. IGA, the imposition of the 30% U.S. withholding tax may affect the value of the Fund's assets and may result in reduced investment returns to Trust Unitholders. It is possible that the administrative costs arising from compliance with FATCA and/or the Canada-U.S. IGA and future guidance may also cause an increase in the operating expenses of the Fund.

Withholdable payments include (a) certain U.S. source income (such as interest, dividends and other passive income) and (b) gross proceeds from the sale or disposition of property that can produce U.S. source interest or dividends. The withholding tax applies to withholdable payments made on or after July 1, 2014 (or January 1, 2019 in the case of gross proceeds). The 30% withholding tax may also apply to any “foreign pass thru payments” paid by an investment entity to certain investors on or after January 1, 2019. The scope of foreign pass thru payments will be determined under the U.S. Treasury regulations that have yet to be issued.

The foregoing rules and requirements may be modified by future amendments of the Canada-U.S. IGA, and its implementation provisions under the Tax Act, future U.S. Treasury regulations, and other guidance.

Securities Regulatory Risks

In the ordinary course of business, the Fund may be subject to ongoing reviews by the securities regulators, who have broad powers to pass, interpret, amend and change the interpretation of securities laws from time to time and broad powers to protect the public interest and to impose terms, conditions, restrictions or requirements regarding registration under securities laws. Further, the securities regulators have the authority to retroactively deny the benefit of an exemption from prospectus or registration requirements otherwise provided for in the securities laws where the regulator considers it necessary to do so to protect investors or the public interest.

While the Fund believes that its position regarding compliance with securities laws is appropriate and supportable, it is possible that securities matters may be reviewed and challenged by the securities authorities. If such challenge were to succeed, it could have a material adverse effect on the Fund. There can be no assurance that applicable securities laws or the securities regulators interpretation thereof or the practices of the securities regulators will not be changed or re-interpreted in a manner that adversely affects the Fund.

Conflicts of Interest

The Fund is subject to various conflicts of interest arising from its relationship with other businesses run by Elroy Gust, Tony Diab, Abbas Osman and/or Gavin Treanor. In addition, there may be situations where the interests of the Fund or the Trustees conflict with the interests of the Fund’s affiliates and/or the officers and directors of various other organizations or business managed by Elroy Gust, Tony Diab, Abbas Osman and/or Gavin Treanor with which any of them is involved.

Without limiting the generality of the foregoing, each of Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor have economic interests in or acts as senior management for other organizations, which are investing in entities which are in direct competition with the Fund for prospective Portfolio Companies to be purchased. In addition, any of Elroy Gust, Tony Diab, Abbas Osman or Gavin Treanor may in the future be involved with other organizations or businesses that participate in a business that directly competes with that of the Fund and AcquisitionCo. Elroy Gust, Tony Diab, Abbas Osman or Gavin Treanor and their affiliates or associates may, from time to time, also own interests in the Dental Investments. Furthermore, Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor own other entities that may provide services to AcquisitionCo (such as due diligence services) from time to time.

Nevertheless, the Declaration of Trust includes a covenant of the Trustees to exercise their powers in good faith and in the best interests of the Fund, and in connection therewith, to exercise the care, diligence and skill of a reasonably prudent person. The Trustees intend to consider a number of factors to determine whether the Fund (through AcquisitionCo) will directly or indirectly invest in a prospective investment when identified or if such prospective investment will be acquired by another business or organization managed by Elroy Gust, Tony Diab, Abbas Osman or Gavin Treanor or with which any of them is involved. There may be circumstances where Newlook Capital will determine that an acquisition opportunity is not suitable for AcquisitionCo because of: (i) the fit with AcquisitionCo’s acquisition strategy or existing portfolio; (ii) limits arising due to regulatory or tax considerations; (iii) limits on AcquisitionCo’s financial capacity; or (iv) because of the characteristics of the target assets. In such circumstances, Newlook Capital is entitled, subject to the Conflict of Interest Policy, to allocate such opportunities to itself or other entities managed by Newlook Capital, rather than offering AcquisitionCo the opportunity to make the acquisition.

Transactions between the Fund and the Trustees and one or more of the affiliates or associates of the Trustees may be entered into without the benefit of arm’s length bargaining. Therefore, situations may arise in which the Trustees may be making determinations which could benefit themselves, affiliates or their respective associates, officers or directors to the detriment of the Fund. Trust Unitholders must rely on the standard of care owed by the Trustees to all Trust Unitholders as set out in the Declaration of Trust to prevent overreaching by others in transactions with the Fund.

Other than the standard of care specified in the Declaration of Trust, the Trustees and its affiliates are not in any way limited or affected in their ability to carry on business ventures for their own account and for the account of others and may be engaged in the ownership, acquisition and operation of businesses, which compete with the Fund and its subsidiaries. There is no obligation for the Trustees or their affiliates to present any particular property or other business opportunity to the Fund or its affiliates and such persons may recommend to others such investment or business opportunity to the exclusion of the Fund and its subsidiaries. In addition, Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor have established and may establish, in the future other investment vehicles which have or

may have investment objectives that are the same as or similar to those of the Fund and its subsidiaries. Any of those individuals may act as adviser, manager, trustee, director, officer and/or general partner to such organizations. Although none of the Trustees of the Fund devotes his full time to the business and affairs of the Fund, and none of the directors, officers or employees of AcquisitionCo devotes his or her full time to the business and affairs of AcquisitionCo, they will devote as much time as is necessary for the management of the business and affairs of the Fund and its subsidiaries.

Unanimous approval of the Independent Review Committee shall be required:

- (a) to confirm that a particular investment is consistent with the investment criteria of the Fund prior to making such investment;
- (b) prior to the allocation of expenses between the Fund and the Administrator or any of their affiliates;
- (c) to amend the terms of any outstanding Debenture; and
- (d) with respect to any conflict of interest matter regarding the business of the Fund, AcquisitionCo, the Investors, and Newlook Capital, including but not limited to, (i) the approval of expenses, fees or other costs and any related-party transactions or contracts involving the Fund, AcquisitionCo, the Investors, the Trustees or the Administrator, as applicable, or related-party transactions or contracts involving their directors, officers, shareholders or affiliates (including Newlook Capital), (ii) the allocation of investment opportunities among the Fund and AcquisitionCo and other entities managed or controlled by Newlook Capital, and (iii) any material amendment to the Services Agreement.

AcquisitionCo will pay the reasonable remuneration of the Independent Review Committee up to and including an amount equal to \$25,000 per member.

Non-Arm's Length Transactions

Certain transactions contemplated by the Fund's structure involve non-arm's length parties. As such, certain contractual terms usually contained in documentation that is negotiated at arm's length are not necessarily included in the agreements among the Fund and AcquisitionCo as those terms would not have the same effect as they would have in transactions between unrelated parties.

Substantial Redemption of Trust Units

Trust Unitholders have the right to redeem their Trust Units upon the terms outlined in the Declaration of Trust. Substantial redemptions of Trust Units will adversely affect the available capital required by the Fund to lend to AcquisitionCo and adversely affect the ability of AcquisitionCo to carry out its investments and acquisitions in Dental Investments.

Trust Unitholders Have Limited Voting Rights

Trust Unitholders are NOT shareholders and do not enjoy the rights and privileges offered to shareholders under corporate statutes. The Fund is not generally regulated by established corporate law and Trust Unitholders' rights are governed primarily by the specific provisions of the Declaration of Trust. Subject to the Declaration of Trust, Trust Unitholders have rights to attend and vote at meetings of Trust Unitholders. However, the Fund may but is not required to hold annual meetings of Trust Unitholders or any Trust Unitholder meetings on a periodic basis.

The Trustees are appointed for an indefinite period and can be removed in only limited circumstances. See **Item 2.7.1 – Declaration of Trust – Trustees**.

Further, unlike an OBCA corporation, Trust Unitholders do not have the right to appoint the Fund's auditor; rather, such right is held by the Trustees or the Administrator, as applicable. See also **Item 5.1.5 – Rights of Trust Unitholders**.

Inability to Remove or Affect Management of Administrator or AcquisitionCo

Although the Trust Unitholders have a right to remove Trustees pursuant to the Declaration of Trust, there is no guarantee that the Trust Unitholders will be able to meet the voting thresholds necessary to do so.

The Trust Unitholders have no right to remove the Administrator, terminate the Administration Agreement, or otherwise remove or affect the management and board of directors of the Administrator or AcquisitionCo.

Statutory Remedies

The Fund is not generally regulated by established corporate law and Trust Unitholders' rights are governed primarily by the specific provisions of the Declaration of Trust.

Trust Unitholders are NOT shareholders and do not enjoy the rights and privileges generally offered to shareholders of a corporation incorporated under the OBCA. Although the Declaration of Trust confers upon Trust Unitholders some of the same protections, rights and remedies that an Investor would have as a non-voting shareholder of a corporation governed by the OBCA, significant differences do exist. See **Item 5.1.5 – Rights of Trust Unitholders** for additional details.

The matters in respect of which Trust Unitholder approval is required under the Declaration of Trust are significantly less extensive than the rights conferred on the shareholders of an OBCA corporation.

Other than as described in the Declaration of Trust, Trust Unitholders do not have recourse to a dissent right under which shareholders of an OBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken, such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of its property, a going private transaction or the addition, change or removal of provisions restricting: (i) the business or businesses that the corporation can carry on, or (ii) the issue, transfer or ownership of shares. See **Item 5.1.5 – Rights of Trust Unitholders** for additional details.

Trust Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of an OBCA corporation where the corporation undertakes actions that are oppressive, unfairly prejudicial or disregard the interests of security holders and certain other parties. Shareholders of an OBCA corporation may also apply to a court to order the liquidation and dissolution of the corporation in those circumstances, whereas Trust Unitholders could rely only on the general provisions of the Declaration of Trust, which permit the termination of the Fund with the approval by Special Resolution. The OBCA 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 a comparable right of Trust Unitholders to commence or participate in legal proceedings with respect to the Fund.

In the event of an insolvency or restructuring of the Fund, the rights of Trust Unitholders will be different from those of shareholders of an insolvent or restructuring corporation.

Liability of Trust Unitholders

Notwithstanding certain provisions of the Declaration of Trust, there is a risk that a party may seek to assert that Trust Unitholders be held personally liable for the obligations of the Fund or in respect of claims against the Fund. Such risks are expected to be limited since the Fund intends to limit its investments to Debentures of AcquisitionCo and the Fund does not intend to carry on any other business. However, there is no assurance that Trust Unitholders will not be personally liable for the obligations of the Fund.

Pursuant to the Declaration of Trust, if any Trust Unitholder is held personally liable as such to any other person in respect of any debt, liability or obligation incurred by or on behalf of the Fund, or any action taken on behalf of the Fund, such Trust Unitholder is entitled to indemnity and reimbursement out of the Fund assets to the full extent of such liability for all costs of any litigation or other proceedings in which such liability has been determined, including all reasonable fees and disbursements of counsel. The rights accruing to a Trust Unitholder do not exclude any other rights to which such Trust Unitholders may be lawfully entitled, nor does anything contained in the Declaration of Trust restrict the right of the Trustees or the Administrator, as applicable, to indemnify or reimburse a Trust Unitholder out of the Fund's assets in any appropriate situation not specially provided herein but, for greater certainty, the Trustees or the Administrator, as applicable, have no liability to reimburse a Trust Unitholder for taxes assessed against them by reason of or arising out of his ownership of Trust Units.

Trust Unitholders will not have the benefit of the *Trust Beneficiaries' Liability Act, 2004* (Ontario), as the Fund is not a reporting issuer as defined under the *Securities Act* (Ontario).

Trust Unitholders could also 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 Trust Unitholder has received the return of all or part of the amount contributed to the Fund, the Trust 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 that is 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, Trust 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.

Reliance on the Administrator and Newlook Capital:

Newlook Capital is the sole shareholder of the Administrator. As a result of its ownership of the Administrator, Newlook Capital is able to control the appointment and removal of the directors of the Administrator and accordingly, exercises substantial influence over the Fund. Newlook Capital is also entitled to nominate a director to the board of directors of AcquisitionCo and is granted a casting vote on certain decisions of the board of directors of AcquisitionCo. See **Item 2.1.5 – Relationship with Newlook Capital**.

Newlook Capital personnel and support staff that provide services to the Fund and AcquisitionCo are not required to treat their responsibilities to the Fund and AcquisitionCo as their primary responsibilities or to act exclusively for the Fund and AcquisitionCo. Any failure of Newlook Capital to effectively manage the operations of the Fund or AcquisitionCo, or to implement their investment strategy could have a material adverse effect on their businesses, financial condition and results of operations.

Unitholders will have no right to make any decisions with respect to the management, disposition or other realization of any investment, or other decisions regarding the Fund's business and affairs. No prospective Investor should purchase Trust Units unless such prospective Investor is willing to entrust all aspects of the management of the Fund to the Administrator and/or Newlook Capital.

To the extent that the Trustees are also directors of AcquisitionCo, the Trustees have adopted a policy for addressing and approving conflicts of interest. Further, unanimous consent or approval by the Independent Review Committee is required for any "conflicts of interest matters" regarding the business of the Fund.

Dependence on Newlook Capital Personnel

The Fund and AcquisitionCo depend on the diligence, skill and business contacts of Newlook Capital's personnel, including Elroy Gust, Tony Diab, Abbas Osman and Gavin Treanor, and the information and opportunities they generate. The success of the Fund and AcquisitionCo will depend on the continued service of Newlook Capital personnel, who are not obligated to remain employed with Newlook Capital. The impact of any departures of Newlook Capital personnel on the ability of the Fund and AcquisitionCo to achieve their objectives cannot be accurately predicted. The departure of a significant number of Newlook Capital's professionals for any reason, or the failure to appoint qualified or effective successors in the event of such departures, could have a material adverse effect on the Fund and AcquisitionCo. The Services Agreement does not require Newlook Capital to maintain the employment of any of its personnel or to cause any particular person to provide services to the Fund.

Lack of Negotiated Arrangements with Newlook Capital and NNL Holding

The terms of the Fund's and AcquisitionCo's arrangements with Newlook Capital and NNL Holding were effectively determined by Newlook Capital and NNL Holding. While the terms of these arrangements were approved by the Administrator and AcquisitionCo, they did not negotiate the terms. These terms, including terms relating to (a) compensation, (b) contractual or fiduciary duties, (c) conflicts of interest (d) the activities of the Fund and AcquisitionCo and limitations on liability and indemnification (e) and Newlook Capital's ability to engage in outside activities, including activities that compete with the Fund and/or AcquisitionCo, may be less favourable than otherwise might have resulted if the negotiations had involved unrelated parties.

Termination of Declaration of Trust, Administration Agreement and Services Agreement

The Declaration of Trust remains in place for an indefinite term unless the Trustees or the Administrator have resolved to terminate and dissolve the Fund. Other than by way of removing the Trustees of the Fund, the Trust Unitholders have no ability to terminate the Declaration of Trust, including if the Administrator experiences a change of control.

The Administration Agreement remains in effect until wind-up and dissolution of the Fund unless terminated earlier by the Fund or the Administrator with 30 days prior written notice or the occurrence of certain other events, which includes the insolvency of the Fund or the Administrator. The Trust Unitholders have no ability to terminate the Administration Agreement, including if the Administrator experiences a change of control.

The Services Agreement may only be terminated upon: (a) the winding-up and dissolution of the Fund, (b) (with respect to the Fund only) upon 30 days' prior written notice by the Fund to Newlook Capital, or (c) if Newlook Capital (x) commits an act of fraud, willful misconduct or gross negligence; or (y) ceases to carry on business, becomes bankrupt or insolvent, resolves to wind-up or liquidate, makes an assignment for the benefit of its creditors or has a receiver appointed with respect to any of its assets. The Administrator cannot terminate the Services Agreement for any other reason, including if Newlook Capital experiences a change of control, and there is no fixed term to the Services Agreement. In addition, because the Administrator is an affiliate of Newlook Capital, it may be unwilling to terminate the Services Agreement, even if a default does occur in the manner described above. If Newlook Capital's performance does not meet the expectations of Investors, and the Administrator is unable or unwilling to terminate the Services Agreement, the price of the Trust Units could suffer.

Limited Liability of Newlook Capital

Pursuant to the Services Agreement, neither Newlook Capital, nor its directors, officers, employees, professional advisors or agents have assumed any liability for the Fund, the Trustees, the Administrator, any Trust Unitholder, any stakeholder of AcquisitionCo or any other person for any loss or damage arising out of the performance of Newlook Capital's duties under the Services Agreement. In addition, under the Declaration of Trust, the liability of the Administrator and its affiliates, which includes Newlook Capital and its affiliates are limited to the fullest extent permitted by law to conduct involving fraud, gross negligence or wilful neglect. Furthermore, the Fund and AcquisitionCo have agreed to indemnify and save harmless Newlook Capital, its affiliates and associates and each of their respective partners, officers, directors, trustees, shareholders, agents and employees, from and against any claims, demands, losses, causes of action, damages, and liabilities whatsoever, including costs, charges and expenses (including legal fees and disbursement of enforcing the indemnity) arising from Newlook Capital's performance of its obligations under the Services Agreement, except to the extent that such claims are caused by or arise from fraud, willful misconduct or gross negligence. These protections may result in Newlook Capital tolerating greater risks when making decisions than otherwise would be the case, including when determining whether to use leverage in connection with acquisitions. The indemnification arrangements to which Newlook Capital is a party may also give rise to legal claims for indemnification that are adverse to the Fund and Investors. See **Item 2.7.3 - Services Agreement – Indemnification and Limitations on Liability**.

Mutual Fund Trust Status

Should the Fund cease to qualify as a mutual fund trust, the income tax considerations respecting the Fund would be materially different from those described in the summary under **Item 6 – Income Tax Consequences** and adverse income tax consequences may result, including: (a) the Trust Units would cease to be qualified investments for Exempt Plans with the result that an Exempt Plan may become subject to a penalty tax (or other adverse consequences), the beneficiary of such Exempt Plan may be deemed to have received income therefrom or, in the case of an RESP, the RESP may have its tax exempt status revoked; (b) the Fund will be subject to alternative minimum tax under the Tax Act; (c) the Fund may be required to pay tax under Part XII.2 of the Tax Act; and (d) the Fund will cease to be eligible for the capital gains refund mechanism available to mutual fund trusts. The Fund may take certain measures in the future to the extent the Fund believes them necessary to ensure that it maintains its status as a mutual fund trust. These measures could be adverse to certain Trust Unitholders.

Reliance on Assumptions

The Fund's investment objectives and strategy have been formulated based on Newlook Capital's analysis and expectations regarding recent economic developments in the dental services sector. Such analysis may be incorrect and such expectations may not be realized, in which event the Fund, through AcquisitionCo, may not generate sufficient funds to pay the expected distributions.

Additional Tax on Non-Resident Trust Unitholders

Net income of the Fund, other than certain net realized capital gains, distributed to Non-Resident Trust Unitholders will be subject to withholding tax under the Tax Act at a 25% rate, subject to reduction under an applicable income tax treaty. There can be no assurance that Canadian tax laws or international tax treaties will not be changed in a manner which adversely affects the rate of withholding on distributions of the Fund's capital and/or income. If the Fund ceases to qualify as a "mutual fund trust" for purposes of the Tax Act, Non-Resident Trust Unitholders may be subject to Canadian tax (subject to any treaty relief) on gains realized on a disposition of Trust Units if such Trust Units constitute "taxable Canadian property" as defined in the Tax Act (to the extent they are not otherwise liable for such tax).

Timing for Investment of Available Funds

There is a risk that AcquisitionCo may not be able to acquire Dental Investments in the intended time frame and therefore may not be able to generate sufficient funds to pay principal and/or interest owed to on the Debentures, which will negatively impact the Fund's ability to pay distributions to the Trust Unitholders.

Possible Failure to Realize Anticipated Benefits of Dental Investments

AcquisitionCo will undertake investments in the ordinary course of business. Achieving the benefits of investments depends in part on having the acquired assets perform as expected, successfully consolidating functions, retaining key employees and customer relationships, and integrating operations and procedures in a timely and efficient manner. Such integration may require substantial management effort, time and resources and may divert management's focus from other strategic opportunities and operational matters and ultimately, AcquisitionCo may fail to realize anticipated benefits of its investments.

Limited Information Regarding Dental Investments

There is generally little or no publicly available information about the businesses or assets in which AcquisitionCo invests, and AcquisitionCo must rely on the diligence of their own employees and the consultants they hire to obtain the information necessary for its decision to invest in them. There can be no assurance that the diligence efforts of AcquisitionCo will uncover all material information about the Dental Investments necessary for it to make a fully informed investment decision.

Reputational Risk

The growth of the business of the Fund and AcquisitionCo depends on the business relationships of Newlook Capital, the Fund and AcquisitionCo and Newlook Capital's, the Fund's and AcquisitionCo's reputation. Poor performance of any kind of the Fund, AcquisitionCo, the Dental Investments or other entities managed by Newlook Capital could damage Newlook Capital's, the Fund's and AcquisitionCo's reputation with potential investors and make it more difficult for the Fund to raise new capital. Reputational damage could arise from allegations of misconduct from private litigants or regulators, whether the allegations are valid or invalid and whether the outcome is favourable or unfavourable. Such allegations may result in negative publicity and press speculation about Newlook Capital, the Fund and AcquisitionCo, their investment activities or the private capital markets in general, in each case potentially harming the Fund's and AcquisitionCo's business.

Key Personnel

The Fund and AcquisitionCo are highly dependent on Elroy Gust, Tony Diab, Abbas Osman, Gavin Treanor, Karen de Lottinville and Dr. Mazahreh to implement their respective business plans, including with respect to identifying potential Dental Investments and negotiating the pricing and other terms of the agreements leading to the acquisition of Dental Investments. The ability of AcquisitionCo to successfully implement its investment strategy will depend in large part on the continued employment and involvement of these key executives and the loss of their services may materially adversely affect the business, financial condition and results of operations of AcquisitionCo and consequently the Fund. Neither AcquisitionCo nor the Fund currently maintains key-person life insurance for any of these named individuals provided that upon the Dentalook Corporations Closing, AcquisitionCo will seek to obtain key-person insurance on Dr. Mazahreh. In addition, each of the Dental Investments may be highly dependent on certain of their respective directors or officers for the success of its business and the loss of any of those individuals may materially adversely affect the business, financial condition and results of operations of the Dental Investment and consequently AcquisitionCo and the Fund. There can be no assurance that any of the key individuals of the Dental Investments, AcquisitionCo or the Fund will remain in their current positions.

General Economic Risks

The Fund, AcquisitionCo, the PracticeCos and the Dental Investments are subject to changes in North American and international economic conditions, including but not limited to, recessionary or inflationary trends, capital market volatility, consumer credit availability, interest rates, consumers' disposable income and spending levels, job security and unemployment, corporate taxation and overall consumer confidence. Recent market events and conditions, including the United Kingdom's referendum and continued discussion to exit the European Union ("Brexit"), disruptions in the international credit markets and other financial systems and the American and European sovereign debt level, have resulted in a deterioration of global economic conditions. These conditions caused a decrease in confidence in the broader North American and global credit and financial markets and created a climate of greater volatility, less liquidity, widening of credit spreads, a lack of price transparency, increased credit losses and tighter credit conditions. Notwithstanding various actions by governments, concerns remain about the general condition of the capital markets, financial instruments, banks, investment banks, insurers and other financial institutions. These factors negatively impacted company valuations and impacted the performance of the global economy. A return of any of these negative economic events could have a material adverse effect on the business, financial condition, results of operations and cash flows of Fund, AcquisitionCo and the Dental Investments.

In addition, economic conditions in North America and globally may be affected, directly or indirectly, by political events throughout the world. In particular, any further developments with respect to: (i) the North American Free Trade Agreement (the "NAFTA"), including the withdrawal of the United States from the NAFTA and/or the ratification of the United States-Mexico-Canada Agreement or similar trade agreement superseding the NAFTA; and (ii) certain other international trade agreements, as well as conflicts or, conversely, peaceful developments, arising in the Middle East, the Korean Peninsula or Eastern Europe and other areas of the world that have a significant impact on the price of important commodities can have a significant impact on financial markets and the global economy. Any such negative impacts could have a material adverse effect on the business, financial condition, results of operations and cash flows of the Fund, AcquisitionCo, the PracticeCos and the Dental Investments.

Competitive Marketplace

The Fund (through AcquisitionCo) may be competing for Dental Investments with other entities including dentistry or medical companies, other dentists, banks, private equity funds, institutional investors, strategic investors, as well as the public equity markets.

Some of the entities with which the Fund may compete are substantially larger than the Fund and possess greater financial, technical and marketing resources. Some competitors may have higher risk tolerances, different risk assessments, lower return thresholds, a lower cost of capital, or a lower effective tax rate (or no tax rate at all), all of which could allow them to consider a wider variety of investments and to bid more aggressively on investments than the Fund. The Fund may lose investment opportunities in the future if it does not match investment prices, structures and terms offered by competitors, some of whom may have synergistic businesses which allow them to consider bidding a higher price than the Fund can reasonably offer. As a result of this competition, there can be no assurance that the Fund will be able to locate suitable Dental Investments, acquire them for an appropriate level of consideration, achieve its targeted rate of return or fully invest its capital contributions. In addition, if the Fund makes only a limited number of investments, the aggregate returns realized by the Fund could be adversely affected in a material manner by the unfavourable performance of even one such investment.

The Fund will be eligible to receive funds from AcquisitionCo relating to the payments of interest and principal on the Debentures. This structure allows the Fund to, indirectly through its investment in Debentures of AcquisitionCo, earn income derived from the investment by AcquisitionCo in the Dental Investments. The Fund is reliant, to a significant degree, on receiving payments of interest and principal of the Debentures from AcquisitionCo in order to realize any distributable cash from time to time. The Dental Investments, however, will be competing for patients with other similar dentistry service companies. There is a competitive market for new patients and so the Dental Investments will need to ensure that they are providing competitive prices and good customer service if they are to attract and retain patients, and consequently, the success of the Dental Investments may affect the ability of the Fund to earn income.

Health, Safety and Environmental Matters

The Dental Investments' businesses may carry varying degrees of inherent risk or liability related to health and safety and the environment, including the risk of government imposed orders to remedy unsafe conditions and contaminated lands, the transmission of infections (including blood-borne infections, such as HIV), potential civil liability and other risks. Furthermore, certain of the Dental Investments may sell dental equipment, supplies and devices. Compliance with health, safety and environmental standards and the requirements set out in any licenses, permits and other approvals may be material to the Dental Investments and, by extension, AcquisitionCo. If an incident occurs because of a failure to comply with health and safety regulations or as a result of a defective product sold by a Dental Investment, the Dental Investment could be held liable or fined, and any licenses or certifications it possesses could be suspended or withdrawn.

The presence of hazardous or toxic substances, or the failure to remove or remediate such substances, if any, or restrictions imposed by environmental laws on the manner in which such properties may be operated or developed could adversely affect AcquisitionCo's ability to sell its interest in a Dental Investment and pay cash distributions and could potentially also result in claims against the Dental Investment.

Health, safety and environmental laws and regulations can change rapidly and significantly and AcquisitionCo and the Dental Investments may become subject to more stringent laws and regulations in the future. The occurrence of any adverse health and safety or environmental event, or any changes, additions to, or more rigorous enforcement of, health, safety and environmental standards, licenses, permits or other approvals could have a significant impact on AcquisitionCo and the Dental Investments' businesses and operations and/or result in material expenditures.

Environmental laws provide for sanctions for non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. Certain environmental laws and common law principles could be used to impose liability for release of and exposure to hazardous substances into the air. Third parties may seek recovery from real property owners or operators for personal injury or property damage associated with exposure to released hazardous substances. The cost of defending against claims of liability, of complying with environmental regulatory requirements, of remediating any contaminated property, or of paying personal injury claims could be substantial and reduce income received from the Dental Investments.

Certain Dental Investments may be involved in using or handling substances that are toxic or otherwise hazardous to the environment and may be in close proximity to environmentally sensitive areas or densely populated communities. If an environmental incident occurred, it could subject a Dental Investment to liability against which it cannot insure, or against which it may elect not to insure where premium costs are disproportionate to the Dental Investment's perception of relative risk. Such factors may impact AcquisitionCo's ability to pay interest on the Debentures, which will in turn have an adverse impact on the Fund.

Uninsured Losses

The Dental Investments intend to carry comprehensive general liability, fire, flood and extended coverage, insurance with policy specifications, limits and deductibles customarily carried for similar companies. However, there are certain types of risks, generally of a catastrophic nature, such as wars, terrorist attacks or environmental contamination, which are either uninsurable or not insurable on an economically viable basis. Should an uninsured or underinsured loss occur, a Dental Investment could suffer a loss, which could

impact the payment of principal and/or interest owed to AcquisitionCo pursuant to the terms of the Debentures and, in turn, the Fund and the Trust Unitholders.

From time to time a Dental Investment may be subject to lawsuits as a result of the nature of its business. The Dental Investments intend to maintain business and property insurance policies in amounts and with such coverage and deductibles as are deemed appropriate, based on the nature and risks of the businesses, historical experience and industry standards. However, there can be no assurance that claims in excess of the insurance coverage or claims not covered by the insurance coverage will not arise or that the liability coverage will continue to be available on acceptable terms. A successful claim against a Dental Investment that is not covered by, or in excess of, a Dental Investment's insurance could materially affect such entity's operating results and financial condition, which would have an adverse effect on Trust Unitholders. Claims against a Dental Investment, regardless of their merit or eventual outcome, will require management to devote time to matters unrelated to the operation of the business.

Need for Follow-On Investments

Following an initial investment, AcquisitionCo may decide to provide additional funds to its Dental Investments or may have the opportunity to increase its investment in them. There is no assurance that AcquisitionCo will make follow-on investments or that AcquisitionCo will have sufficient funds to make all or any of such investments. Any decision by AcquisitionCo not to make follow-on investments or its inability to make such investments may have a substantial negative effect on the Dental Investments in need of such an investment or may result in a lost opportunity for AcquisitionCo to increase its participation in a successful operation.

No Review of Offering Memorandum by Regulatory Authorities

Investors will not have the benefit of a review of this offering memorandum, the Declaration of Trust, or any other documents in relation to the Offering by any regulatory authorities.

Regulatory and Legislative Risks

We are subject to numerous legal and regulatory requirements governing our activities. If we fail to comply with such requirements we may be subject to substantial fines or sanctions which could have a material adverse effect on our financial condition and results of operations, or could impact our ability to conduct our business. We may become subject to additional regulation by dental regulators (including but not limited to the RCDSO and/or the CDSS) which could restrict future growth through acquisitions.

Regulatory action could also result in management of AcquisitionCo deciding to divest of Clinics in a particular province region or to because of negative publicity or regulatory sanction. In addition, regulatory action in relation to one or more of the Clinics, regardless of the substantive merit or the eventual outcome of such action, may have a material adverse effect upon the Fund's reputation and/or the "Dentalook" brand and the Clinics's ability to attract and/or retain patients, expand their business or seek licences for new dental practices.

Legal, tax and regulatory changes may occur that can adversely affect the Fund or the Trust Units. There can be no assurance that income tax, securities and other laws will not be changed in a manner that adversely affects the Fund or the Trust Units. In particular changes to tax legislation, or the way it is interpreted, in relation to the deductibility of certain types of interest may result in increased tax costs and adversely affect our results of operation and financial condition.

No Independent Counsel for Trust Unitholders

Legal counsel that assisted in preparing the documentation in connection with the Offering, including the Declaration of Trust, acted as legal counsel for the Fund. No independent counsel was retained on behalf of the Trust Unitholders. There has been no review by independent counsel on behalf of the Trust Unitholders of this offering memorandum, the Declaration of Trust or any other documentation in relation to the Offering. No due diligence has been conducted on behalf of Trust Unitholders by counsel.

Dilution/Concentration

The Fund is authorized to issue an unlimited number of Trust Units. Any issuance of additional Trust Units may have a dilutive or concentrative effect on the value of Trust Units. Trust Unitholders who invest after a particular Dental Investment is invested in will be entitled to receive the same distributions as a Trust Unitholder who invested before such Dental Investment was acquired and will therefore be entitled to the equivalent benefits or disadvantages as each other Trust Unitholder.

Disclosure of Personal Information

Investors are advised that their names and other specified information, including the number and aggregate value of the Trust Units owned: (i) will be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws and the investor consents to the disclosure of such information; (ii) is being collected indirectly by the applicable Canadian securities regulatory authority under the authority granted to it in securities legislation; and (iii) is being collected for the purposes of the administration and enforcement of the applicable Canadian securities legislation.

Cyber-Security

The Fund's business will depend on information technology systems and other technology, such as telecommunications networks and computer systems used for information storage, processing, administrative and commercial functions. AcquisitionCo and the Dental Investments will likely be dependent on similar information technology systems and services. The Fund, AcquisitionCo, PracticeCos and the Dental Investments will rely on this technology functioning as intended. There is a risk that information systems and technology may not continue to be able to accommodate the growth of the Fund, AcquisitionCo, PracticeCos or the Dental Investments, and the cost of maintaining such systems may increase from its predicted levels. A failure to accommodate growth, or an increase in costs related to such information systems, could have a material adverse effect on the Fund, AcquisitionCo, PracticeCos or the Dental Investments.

The Fund, AcquisitionCo, PracticeCos and the Dental Investments will rely heavily on financial, accounting, communications and other data processing systems. Their information technology systems may be subject to cyber-terrorism or other compromises and shut-downs, which may result in unauthorized access to their proprietary information, destruction of their data or disability, degradation or sabotage of their systems, including through the introduction of computer viruses, cyber-attacks and other means, and could originate from a wide variety of sources, including internal or unknown third parties. The Fund, AcquisitionCo, PracticeCos and the Dental Investments will not be able to predict what effects such cyber-attacks or compromises or shut-downs may have on their businesses, and the consequences could be material. Cyber incidents may remain undetected for an extended period, which could exacerbate these consequences. Further, machinery and equipment used by Dental Investments may fail due to wear and tear, latent defect, design or operator errors or early obsolescence, among other things.

If the Fund's, AcquisitionCo's, PracticeCos' or the Dental Investments' information systems and other technology are compromised, do not operate or are disabled, such could have a material adverse effect on their business prospects, financial condition, results of operations and cash flow. In particular, we handle personal data including sensitive patient data in the ordinary course of our business, and any failure to maintain the confidentiality of that data could result in legal liability for us and reputational harm to our business, and/or the loss of customers, patients and business opportunities.

Debt-Related Risk

AcquisitionCo has the discretion to incur additional indebtedness or liabilities (including indebtedness that ranks senior to the Debentures) and to issue debentures to persons other than the Fund. The Debentures issued by AcquisitionCo will rank *pari passu* amongst themselves and other debentures issued, or to be issued, by AcquisitionCo. The payment of principal and interest on the Debentures will be subordinate in right of payment to the prior payment in full of all senior indebtedness of AcquisitionCo, which senior indebtedness may not exceed an amount equal to 25% of the aggregate principal amount of the outstanding Debentures. In addition, the Trust may guarantee such senior indebtedness up to 25% of the aggregate principal amount of the outstanding Debentures held by the Trust.

The use of financial leverage adds financial risk to any investment, including but not limited to AcquisitionCo's cash flow may be insufficient to meet required payments of principal and interest on the senior indebtedness, the Debentures and debentures issued to persons other than the Fund. In this case, payments of principal and interest on senior indebtedness and debentures issued to persons other than the Fund may leave AcquisitionCo with insufficient cash resources to pay principal and interest on the Debentures. In the event of the insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up of AcquisitionCo, AcquisitionCo's assets will be available to pay its obligations with respect to the Debentures only after it has paid all of its senior creditors. There may be insufficient assets remaining following such payments, and payments on debentures issued to persons other than the Fund to pay amounts due on any or all of the Debentures then outstanding. If AcquisitionCo's assets are not sufficient to make all required payments to its senior creditors and the Trust has provided a guarantee in respect of such senior indebtedness, then such senior creditors would also have recourse to the Trust's assets up to the limit of such guarantee.

Interest Rate Fluctuations

AcquisitionCo may maintain bank debt to partially fund its operations, which indebtedness is subject to interest rates based on variable lending rates that may fluctuate over time and which will cause fluctuations in AcquisitionCo's cost of borrowing.

Inability to Attract and Retain Employees with Skills

The future success of AcquisitionCo and the Fund depends, in part, upon the ability of the Dental Investments to attract additional skilled employees and retain their current key personnel. The Dental Investments may not be able to hire and retain such personnel at compensation levels consistent with their existing compensation and salary structure. The Dental Investments' future success also depends on the continued contributions of their dentists, hygienists, nurses, practice managers, management team and other technical personnel, each of whom would be difficult to replace. The loss of any of their dentists, hygienists, nurses, practice managers, management team or other key personnel or the inability to continue to attract qualified personnel could harm their business, financial condition and operating results.

Resident Ownership Required to Maintain Status as a Mutual Fund Trust

In order for the Fund to be a "mutual fund trust" under the Tax Act the Fund must not have been established, and will not be maintained primarily, for the benefit of persons who are not resident in Canada unless not more than 10% of the Fund's property is at such time taxable Canadian property within the meaning of the Tax Act. As such, if more than 50% of the issued and outstanding Trust Units are held by non-residents then the Fund may be deemed not to be a mutual fund trust under the Tax Act, and the Trust Units if issued on the date hereof, would not be "qualified investments" under the Tax Act for Exempt Plans.

If the Trustees or the Administrator, as applicable, determine that such level of ownership by non-residents would have material adverse tax or other consequences to the Fund or Trust Unitholders, the Trustees or the Administrator, as applicable, may ensure that appropriate limitations on ownership by non-residents are met, as provided for in the Declaration of Trust. If the Trustees or the Administrator, as applicable, become aware that the beneficial owners of 49% of the issued and outstanding Trust Units are, or may be, held by non-residents or that such situation is imminent, then the Declaration of Trust also provides that the Trustees may arrange to implement the procedures provided for in the Declaration of Trust to ensure limitations on ownership by non-residents (including, without limitation, restricting the issuance of Trust Units or the transfer by Trust Unitholders of Trust Units to non-residents and/or requiring the sale of Trust Units by non-residents).

General Litigation

In the normal course of the Fund's operations, whether directly or indirectly through AcquisitionCo, PracticeCos or the Dental Investments, it may become involved in, named as a party to or the subject of, various legal proceedings, including regulatory proceedings, tax proceedings and/or legal actions relating to personal injuries, medical negligence, health and safety, property damage, property taxes, land rights, the environment and contract disputes. The outcome with respect to outstanding, pending or future proceedings cannot be predicted with certainty and may be determined in a manner adverse to the Fund, and as a result, could have a material adverse effect on the Fund's investments, liabilities, business, financial condition and results of operations. Even if the Fund, AcquisitionCo or the Dental Investments prevail in any such legal proceedings, the proceedings could be costly and time-consuming and may divert the attention of management and key personnel from the Fund's business operations, which could have a material adverse effect on the Fund's business, cash flow, financial condition and results of operations and ability to make distributions to Trust Unitholders.

Liquidity

AcquisitionCo expects to invest to some extent in physical assets that can be hard to sell, especially if market conditions are poor. A lack of liquidity could limit AcquisitionCo's ability to vary its portfolio or assets promptly in response to changing economic or investment conditions. Additionally, if financial or operating difficulties of other owners result in distress sales, such sales could depress asset values in the markets in which we operate. The restrictions inherent in owning physical assets could reduce our ability to respond to changes in market conditions and could adversely affect the performance of AcquisitionCo's and the Portfolio Companies' financial condition and results of operations. Because there is significant uncertainty in the valuation of, or in the stability of the value of illiquid or non-public investments, the fair values of such investments do not necessarily reflect the prices that would actually be obtained when such investments are realized. Realizations at values significantly lower than the values at which investments have been recorded would result in losses.

Risks Upon Dispositions of Investments

In connection with the disposition of a Dental Investment or of an investment in a Dental Investment, AcquisitionCo may be required to make representations about the business and financial affairs of such investment typical of those made in connection with the sale of a business. It may also be required to indemnify the purchasers of such investment to the extent that any such representation turns out to be inaccurate. These arrangements may result in contingent liabilities of the Fund, which might ultimately have to be funded by the Trust Unitholders to the extent that such contingent liabilities exceed the reserves and other assets of the Fund and such Trust Unitholders have received prior distributions from the Fund.

Exit Risks

At the appropriate stage of the development of the Fund's business the Trustees or the Administrator, as applicable, may seek a sale of the Dental Investments invested in by AcquisitionCo. However, it is not guaranteed that the Fund will reach the stage of development where sale of its Dental Investments would be appropriate or that the Trustees or the Administrator, as applicable, will realize such stage has been reached and have the resources to take advantage of it. Furthermore, the Trustees or the Administrator, as applicable, have not yet developed a strategy in connection with such liquidity event and is unable to accurately quantify the time horizon for such an event. There can be no assurance that the Trustees or the Administrator, as applicable, will be unable to develop a strategy in connection with a liquidity event or that any such strategy developed by the Trustees or the Administrator, as applicable, will prove to be effective. Whether any particular sale of Dental Investment is successful will depend on a large number of factors including general economic conditions and other factors applicable to the industries in which the Fund (through AcquisitionCo) is invested and capital markets generally, many of which are beyond the Fund's control or influence.

Handling of Patient Medical Records

The Clinics handle personal data including sensitive patient data in the ordinary course of their business, and any failure to maintain the confidentiality of that data could result in legal liability and reputational harm to the Clinics' business.

The Clinics receive, generate and store significant volumes of personal data including sensitive information, including patients' medical information. The Clinics are therefore subject to privacy laws and regulations and related security protocols with respect to the use, transfer and disclosure of protected health information intended to protect the confidentiality, integrity and availability of such information, and the privacy of the individuals.

Even if such data was not subject to strict privacy regulations regimes, a failure to comply with equivalent standards could hamper the reputation of a Clinic and reduce the number of customers willing to purchase supplies from such Clinic.

If the Clinics do not adequately safeguard confidential patient data or other protected health information, or if such information or data is or are wrongfully used by a Clinic or disclosed to an unauthorised person or entity, such Clinic's reputation could suffer and we could be subject to significant fines, penalties and litigation.

Additional Industry Risks

In addition to the specific risks listed above, the following are general business risks that may arise in relation to the operation of the Fund, AcquisitionCo, the PracticeCos, and/or the Clinics and the investment strategy in relation thereto:

- Failure to continue to comply with quality of care standards could adversely impact our reputation;
- We may not be able to continually enhance our dental care practices with the most recent technological advances in dental care equipment, which could affect our growth prospects and our reputation;
- Our inability to successfully roll-out a brand strategy for individual practices whilst retaining reputational control, particularly in respect of social media, could adversely affect our reputation, financial condition, business and results of operations;
- The death of one or more of the partners or key employees in a Clinic could have a material adverse effect on our business, financial condition and results of operations;
- Our ability to grow our business relies significantly upon our acquisition strategy and there can be no guarantee that sufficient or appropriate acquisition opportunities will be available to us, that financing will be available on acceptable terms or that, once acquired, new businesses will be successfully integrated into our operations;
- We rely on continued patient demand for dental care, and a decrease in patient demand could adversely impact our business, results of operations and financial condition;
- Our costs of operations are subject to price inflation, resulting in increases to our cost of doing business that we are unable to pass on, which could adversely affect our results of operations and financial condition;
- The increase of our staff costs, as well as any future increases in minimum wages or wage inflation or wage levies could adversely affect our results of operations and financial condition;

- Certain aspects of our operations are capital intensive and require significant capital investment and planning to support successful growth;
- We operate in a highly fragmented and competitive environment in certain geographic regions, and an inability to compete successfully with our competitors in these regions could result in a loss of market share, contracts or patients;
- Weakness in economic conditions could adversely affect demand for our services, which could in turn adversely affect our business, financial condition and results of operations;
- Loss of our ability to use certain properties subject to long-term leases through reclamation by the landlord could adversely affect our business;
- Our insurance may be inadequate to cover future liabilities and our insurance premiums may increase substantially;
- A substantial portion of our assets are represented by goodwill, and we may never realize the full value thereof or we may be required to write down the value of our goodwill; and
- We may not be able to generate sufficient cash to service our indebtedness, due to factors outside our control, and we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

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

ITEM 9 – REPORTING OBLIGATIONS

The Fund is not, and has no current intention of becoming, a reporting issuer (or holding an equivalent reporting status) in any jurisdiction in Canada or the United States and, accordingly, is not required to report, financially or otherwise, to the Trust Unitholders (except as otherwise provided in the Declaration of Trust). As a result, the Fund is not subject to the continuous disclosure requirements under applicable securities laws, and is not required, among other things, to prepare, file, disseminate or send to securities holders audited annual financial statements, unaudited interim financial statements, annual or interim versions of management's discussion and analysis of financial condition and operating results, news releases disclosing material changes or facts about the activities of the Fund.

The Trustees or the Administrator, as applicable, will provide the Trust Unitholders with copies of the audited financial statements of the Fund within one hundred and twenty (120) days (or within such shorter time as may be required by applicable securities law) following the end of the Fund's fiscal year and such other information that may be required by applicable securities laws.

On or before March 31 in each year (or within such other time required by the Tax Act), the Fund will provide to Trust Unitholders who received income allocations or designations from the Fund in the prior calendar year, such information regarding the Fund required by Canadian law to be submitted to Trust Unitholders for income tax purposes to enable Trust Unitholders to complete their tax returns in respect of the prior calendar year.

The Fund will file, on behalf of itself and the Trust Unitholders, annual trust information returns and any other information returns required to be filed under the Tax Act and any other applicable tax legislation in respect of the Fund.

On an annual basis, the Independent Review Committee will prepare and make available to Unitholders a report of conflict of interest matters identified in the year preceding the report, including how such conflict of interest matters were addressed and resolved.

Financial or other information relating to the Fund and provided to you in the future may not by itself be sufficient for you to assess the performance of your investment.

Certain information regarding the Fund and the Fund's distribution of securities from time to time may be publicly available at the offices of applicable securities regulatory authorities or for review on the System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com under the Fund's profile.

ITEM 10 – RESALE RESTRICTIONS

10.1 General

There is no market for the Trust Units and none is expected to develop and, therefore, it may be difficult or impossible for Unitholders to sell the Trust Units.

The Trust Units will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Trust Units unless you comply with an exemption from the prospectus requirements under securities legislation.

Unless permitted under securities legislation, you cannot trade the Trust Units before the date that is four (4) months and a day after the date the Fund becomes a reporting issuer in any province or territory of Canada.

For trades in Manitoba, unless permitted under securities legislation, you must not trade the Trust Units without the prior written consent of the regulator in Manitoba unless:

- (a) the Fund has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus; or
- (b) you have held these securities for at least twelve months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

Since the Fund is not a reporting issuer, and has no intention to become a reporting issuer, in any province or territory, the applicable hold period for Investors may never expire, and if no further exemption may be relied upon and if no discretionary order is obtained, this could result in an Investor having to hold the Trust Units acquired under the Offering for an indefinite period of time.

The foregoing is a summary only of resale restrictions relevant to an Investor in the securities offered hereunder. It is not intended to be exhaustive. All Investors 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.

10.2 Transfer Restrictions in Declaration of Trust

Trust Unitholders may only transfer their Trust Units in accordance with the provisions of the Declaration of Trust. The Declaration of Trust provides that no Trust Units are to be sold, assigned, transferred, encumbered or otherwise disposed of without the prior written consent of the Trustees or the Administrator, as applicable, which consent may be unreasonably withheld, subject always to compliance with applicable law. See **Item 2.7.1 – Declaration of Trust – Transfer of Trust Units** and **Item 8 – Risk Factors**.

ITEM 11 – INVESTORS' RIGHTS

If you purchase Trust Units you will have certain rights, some of which are described below. These rights may not be available to you if you purchase the Trust Units pursuant to an exemption from the prospectus requirements other than the offering memorandum exemption in Section 2.9 of NI 45-106. **For complete information about your rights, you should consult a lawyer.**

11.1 Two-day cancellation right for all Investors

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

11.2 Statutory and Contractual rights in the event of a misrepresentation

Securities legislation in certain of the provinces of Canada and territories provides Investors 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 Investors within the time limits prescribed and are subject to the defenses and limitations contained under applicable securities legislation.

The following summaries are subject to the express provisions of the securities legislation applicable in each of the provinces and territories of Canada and the regulations, rules and policy statements thereunder. Investors 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 Investors may have at law.

11.2.1 Investors 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 director of the Administrator at the date of this offering memorandum and every person or company who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the persons described in (b) above.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

11.2.2 Investors 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 director of the Administrator at the date of this offering memorandum and every person who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the Fund.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

11.2.3 Investors in Saskatchewan

If you are a resident of Saskatchewan 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 promoter of the Fund, every person who was a director of the Administrator at the date of this offering memorandum, every person or company whose consent has been filed respecting the offering but only with respect to reports, opinions or statements that have been made by them, every person who or company that signed this offering memorandum and every person who or company that sells securities on behalf of the Fund under this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the Fund.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

11.2.4 Investors 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 cancel your agreement to buy these securities, or
- (b) for damages against the Fund, every person who was a director of the Administrator at the date of this offering memorandum and every person or company who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the persons described in (b) above.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 or two years after the date you purchased the securities.

11.2.5 Investors in Ontario

If you are a resident of Ontario, and if there is a misrepresentation in this offering memorandum, you have a right to sue:

- (a) the Fund to cancel your agreement to buy these securities, or
- (b) for damages against the Fund.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the Fund.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

11.2.6 Investors in Québec

If you are a resident of Québec 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 director or officer of the Administrator at the date of this offering memorandum, the dealer under contract to the Fund, every other person who signed this offering memorandum and any expert whose opinion, containing a misrepresentation, appeared, with the expert's consent in this offering memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities.

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 three years after the date that you purchased the securities. You must commence your action for damages within the earlier of three years after you first had knowledge of the facts giving rise to the cause of action and five years after the date of filing this offering memorandum with the Autorité des marchés financiers.

11.2.7 Investors in Nova Scotia

If you are a resident of Nova Scotia 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 director of the Administrator at the date of this offering memorandum and every person who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the persons described in (b) above.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 enforce the right of action discussed above not later than 120 days after the date on which payment was made for the securities or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

11.2.8 Investors 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, every person who was a director of the Administrator at the date of this offering memorandum and every person who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the Fund.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

11.2.9 Investors in Newfoundland and Labrador

If you are a resident of Newfoundland and Labrador 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 director of the Administrator at the date of this offering memorandum and every person or company who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the persons described in (b) above.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

11.2.10 Investors in Prince Edward Island, Northwest Territories, Yukon and Nunavut

If you are a resident of Prince Edward Island, Northwest Territories, Yukon or Nunavut 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 director of the Administrator at the date of this offering memorandum and every person who signed this offering memorandum.

If you elect to exercise a right to cancel your agreement to buy these securities against the Fund, you will have no right of action against the persons described in (b) above.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation.

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 date you purchased the securities.

ITEM 12 – FINANCIAL STATEMENTS

Audited financial statements of the Fund are set out below.

Financial Statements of

**NEWLOOK CAPITAL
DENTAL SERVICES TRUST**

34 day period ended December 31, 2018



KPMG LLP
Commerce Place
21 King Street West, Suite 700
Hamilton Ontario L8P 4W7
Canada
Telephone (905) 523-8200
Fax (905) 523-2222

INDEPENDENT AUDITORS' REPORT

To the Unitholders of Newlook Capital Dental Services Trust

Opinion

We have audited the financial statements of Newlook Capital Dental Services Trust (the "Trust"), which comprise:

- the statement of financial position as at December 31, 2018
- the statement of comprehensive income for the 34 day period ended December 31, 2018
- the statements of changes in net assets attributable to holders of redeemable units for the 34 day period ended December 31, 2018
- the statement of cash flows for the 34 day period ended December 31, 2018
- and notes to the financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as at December 31, 2018, and its financial performance and its cash flows for the 34 day period then ended in accordance with International Financial Reporting Standards (IFRS).

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 "***Auditors' Responsibilities for the Audit of the Financial Statements***" section of our auditors' report.

We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our 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 the financial statements in accordance with International Financial Reporting Standards (IFRS), 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 Trust'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 Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.

Auditors' 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 auditors' 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 the 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 Trust'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 Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' 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 auditors' report. However, future events or conditions may cause the Trust 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.
- 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.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Hamilton, Canada

April 26, 2019

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Statement of Financial Position

December 31 2018, with comparative information as at November 27, 2018

| | December 31, 2018 | November 27, 2018 |
|--|----------------------|----------------------|
| Assets | | |
| Cash | \$ 1,233,878 | \$ 100 |
| Due from 2663065 Ontario Inc. | 111,729 | - |
| Total assets | \$ 1,345,607 | \$ 100 |
| Liabilities and Net Assets | | |
| Accounts payable and accrued liabilities | \$ 111,707 | \$ - |
| Total liabilities (excluding net assets attributable to holders of redeemable units) | 111,707 | - |
| Net assets attributable to holders of redeemable units: | | |
| Series A | 54,700 | - |
| Series B | 1,179,100 | - |
| Series F | 100 | 100 |
| | 1,233,900 | 100 |
| Total liabilities and net assets | \$ 1,345,607 | \$ 100 |

See accompanying notes to financial statements.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Statement of Comprehensive Income

34 days ended December 31, 2018

| | | |
|--|----|---------------|
| Revenues: | | |
| Setup fee (note 7) | \$ | 103,232 |
| Administration fee (note 7) | | 17,565 |
| | | <hr/> 120,797 |
| Expenses: | | |
| Commission expenses (note 6) | \$ | 103,232 |
| Professional fees | | 17,543 |
| Bank fees | | 22 |
| | | <hr/> 120,797 |
| <hr/> Net and comprehensive income attributable to holders of redeemable units | | |
| | \$ | - |

See accompanying notes to financial statements.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Statement of Changes in Net Assets Attributable to Holders of Redeemable Units

34 days ended December 31, 2018, with comparative information as at November 27, 2018

| | December 31, 2018 | November 27, 2018 |
|--|----------------------|----------------------|
| Net assets attributable to holders of redeemable units, beginning of period | \$ 100 | \$ - |
| Proceeds from issuance of redeemable units | 1,233,800 | 100 |
| Net assets attributable to holders of redeemable units, end of period | \$ 1,233,900 | \$ 100 |

See accompanying notes to combined financial statements.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Statement of Cash Flows

34 days ended December 31, 2018

Cash provided by (used in):

Operating:

Net and comprehensive income for the period \$ -

Changes in non-cash operating working capital:

Due from 2663065 Ontario Inc. (111,729)

Accounts payable and accrued liabilities 111,707

(22)

Financing:

Proceeds from the issuance of redeemable units 1,233,800

Net increase in cash 1,233,778

Cash, beginning of period 100

Cash, end of period \$ 1,233,878

See accompanying notes to financial statements.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement

December 31, 2018

1. General business description:

Newlook Capital Dental Services Trust (the "Trust") is an unincorporated, investment trust established by Declaration of Trust dated November 27, 2018 under the laws of Ontario. The Trust qualifies as a "unit trust" and as a "mutual fund trust" for the purposes of the Income Tax Act (Canada).

The Trust was formed to raise funds to purchase debentures of 2663065 Ontario Inc. ("AcquisitionCo"). Each debenture will be for a term of five years, plus two one-year extensions from the date of closing for each debenture. AcquisitionCo will use the funds from the sale of debentures to make strategic investments in dental practice assets.

The Declaration of Trust provides that the Trustees may determine a date for the termination and dissolution of the Fund. The Trustees currently intend to dissolve the Trust upon the repayment of the Debentures. Upon receipt of such distributions, the Trustees will ensure all of the liabilities of the Fund are satisfied, then distribute all remaining assets of the Fund to the holders of Fund units on a *pro rata* basis and wind up the Fund.

The Trustees of the Trust are Elroy Gust, Anthony Diab, Abbas Osman and Gavin Treanor (the "Trustees").

The address of the Trust is 1550 Appleby Line, Suite 100, Burlington, Ontario, L7L 6V1.

2. Significant accounting policies:

(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") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

The financial statements were authorized for issue by the Trustees on February 25, 2019.

(b) Functional and presentation currency:

The financial statements are presented in Canadian dollars, which is the Trust's functional currency.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(c) Use of estimates:

The preparation of the financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may vary from these estimates.

Estimates and judgements 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.

(d) Measurement of fair values

When measuring the fair value of an asset or a liability, the Trust uses observable market data as far as possible. Fair values are categorized into different levels in a fair value hierarchy based on the inputs used in the valuation techniques as follows.

- Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs other than quoted prices included in level 1 that are observable for the asset or liability either directly or indirectly; and
- Level 3: Inputs that are not based on observable market data.

If the inputs used to measure the fair value of an asset or a liability fall into different levels of the fair value hierarchy, then the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement.

(e) Financial instruments:

(i) Recognition and initial measurement

Receivables and debt securities issued are initially recognized when they are originated. All other financial assets and financial liabilities are initially recognized when the Trust becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at FVTPL, transaction costs that are directly attributable to its acquisition or issue. A receivable without a significant financing component is initially measured at the transaction price.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(e) Financial instruments (continued):

(ii) Classification and subsequent measurement

The Trust's financial instruments consist primarily of cash, receivables, accounts payable and accrued liabilities, and redeemable units. The Trust recognizes these financial instruments at amortized cost upon initial recognition.

Financial assets policy:

On initial recognition, a financial asset is classified as measured at; amortized cost; FVOCI – debt investment; FVOCI – equity investment; or FVTPL.

Financial assets are not reclassified subsequent to their initial recognition unless the Trust changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

A financial asset is measured at amortized cost if it meets both of the following conditions and is not designated as at FVTPL:

- It is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- Its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.
- A debt investment is measured at FVOCI if it meets both of the following conditions and is not designated as FVTPL:
 - It is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
 - Its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

All financial assets not classified as measured at amortized cost or FVOCI as described above are measured at FVTPL. This includes all derivative financial assets. On initial recognition, the Trust may irrevocably designate a financial asset that otherwise meets the requirements to be measured at amortized cost or at FVOCI as at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(e) Financial instruments (continued):

(ii) Classification and subsequent measurement (continued)

Financial assets – business model assessment:

The Trust makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management. The information considered includes:

- The stated policies and objectives for the portfolio and the operation of those policies in practice. These include whether management's strategy focuses on earning contractual interest income, maintaining a particular interest rate profile, matching the duration of the financial assets to the duration of any related liabilities or expected cash outflows or realizing cash flows through the sale of the assets;
- How the performance of the portfolio is evaluated and reported to the Trust's management;
- The risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed;
- How managers of the business are compensated - .e.g. whether compensation is based on the fair value of the assets managed or the contractual cash flows collected; and
- The frequency, volume and timing of sales of financial assets in prior periods, the reasons for such sales and expectations about future sales activity.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Trust's continuing recognition of the assets.

Financial assets that are held for trading or are managed and whose performance is evaluated on a fair value basis are measured at FVTPL.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(e) Financial instruments (continued):

(ii) Classification and subsequent measurement (continued)

Financial assets – subsequent measurement and gains and losses:

- Financial assets at FVTPL:
These assets are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognized in profit or loss.
- Financial assets at amortized cost:
These assets are subsequently measured at amortized cost using the effective interest method. The amortized cost is reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognized in profit or loss. Any gain or loss on derecognition is recognized in profit or loss.
- Debt investments at FVOCI:
These assets are subsequently measured at fair value. Interest income calculated using the effective interest method, foreign exchange gains and losses and impairment are recognized in profit or loss. Other net gains and losses are recognized in OCI. On derecognition, gains and losses accumulated in OCI are reclassified to profit or loss.
- Equity investments at FVOCI:
These assets are subsequently measured at fair value. Dividends are recognized as income in profit or loss unless the dividend clearly represents a recovery of part of the cost of the investment. Other net gains and losses are recognized in OCI and are never reclassified to profit or loss.

The Trust classified its financial assets into one of the following categories:

- Loans and receivables;
- Held to maturity;
- Available for sale; and
- At FVTPL, and within this category as:
 - o Held for trading;
 - o Derivative hedging instruments; or
 - o Designated as at FVTPL.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(e) Financial instruments (continued):

(ii) Classification and subsequent measurement (continued)

Financial liabilities – classification, subsequent measurement and gains and losses

Financial liabilities are classified as measured at amortized cost or FVTPL. A financial liability is classified as at FVTPL if it is classified as held-for-trading, it is a derivative or it is designed as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognized in profit or loss. Other financial liabilities are subsequently measured at amortized cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognized in profit or loss. Any gain or loss on derecognition is also recognized in profit or loss.

(iii) Derecognition

The Trust derecognizes a financial asset when the contractual rights to the cash flows from the financial asset expire or when it transfers the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred.

The Trust derecognized a financial liability when its contractual obligations are discharged, cancelled or expired. The Trust also derecognizes a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognized at fair value. On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid is recognized in profit or loss.

(iv) Offsetting

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Trust has a legal right to offset the recognized amounts and it intends either to settle on a net basis or to realize the asset and settle the liability simultaneously.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(f) Redeemable units:

The Trust's units are redeemable at the option of the holder and, therefore, are considered puttable instruments. Puttable instruments are required to be accounted for as financial liabilities, except where certain conditions are met, in which case, the puttable instruments may be presented as equity. Units or shares of an entity which include a contractual obligation for the issuer to repurchase or redeem them for cash or another financial asset are to be classified as a financial liability. As the Declaration of Trust establishes the each Unitholder shall be entitled to require the Trust to redeem all or any part of their Units at the redemption price, the Funds' units do not meet the criteria for classification as equity and, therefore, have been classified as financial liabilities at the redemption amount. Costs incurred in connection with the offering of Trust units are reflected as a reduction of Net Assets Attributable to Holders of Redeemable Units.

(g) Impairment of non-financial assets:

At each reporting date, the Trust assesses whether there is objective evidence that financial assets not carried at fair value through profit or loss are impaired. A financial asset or a group of financial assets is impaired when objective evidence demonstrates that a loss event has occurred after the initial recognition of the asset, and that the loss event has impact on the future cash flows of the asset that can be estimated reliably.

Objective evidence that financial assets are impaired can include significant financial difficulty of the borrower or issuer, default or delinquency by a borrower, restructuring of a loan or receivable by the Trust on terms that the Trust would not otherwise consider, indications that a borrower or issuer will enter bankruptcy, or other observable data relating to a group of assets such as adverse changes in the payment status of borrowers or issuers in the group, or economic conditions that correlate with defaults in the group.

The Trust considers evidence of impairment for loans and receivables at both a specific asset and collective level. The Trust has no impairment loss from financial assets.

(h) Income taxes:

It is the intention of the Trust to qualify as a mutual fund trust under the Income Tax Act (Canada). All of the Trust's net income for tax purposes and sufficient capital gains realized in any period are required to be distributed to unitholders such that no tax is payable by the fund. As a result, the Trust does not record income taxes. Since the Trust does not record income taxes, the tax benefit of capital and non-capital losses has not been reflected in the statement of financial position as a deferred income tax asset.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

2. Significant accounting policies (continued):

(i) Provisions:

Provisions are recognized when the Trust has a present legal or constructive obligation as a result of a past event, it is probable that the Trust will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation. The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows.

(j) Related parties:

For the purpose of the statement of financial position, a party is considered related to the Trust if such party or the Trust has the ability to, directly or indirectly, control or exercise significant influence over the other Trust's financial and operating decisions, or if the Trust and such party are subject to common significant influence. Related parties may be individuals or other entities.

(k) Fees and commission expenses:

Fees and commission expenses are recognized in profit or loss as the related services are received.

3. Capital management:

The Trust's capital is comprised of redeemable units. The Trust's capital management policy is to acquire, invest in, dispose of and otherwise dealing with securities and may include the Trust temporarily holding cash and other short term investments in connection with and for the purposes of the Trust's undertaking, paying administration and trust expenses (reimbursed by AcquisitionCo), paying any amounts required in connection with the redemption of Units and making distributions to Unitholders.

The Trust will use the funds from the offering to purchase debentures of AcquisitionCo. Each debenture will be for a term of five years, plus two one-year extensions from the date of closing for each debenture and will bear interest at 9%. AcquisitionCo will use the funds from the sale of debentures to make strategic investments in dental practice assets.

The Trust Unitholders will be entitled to receive noncumulative distributions if as and when declared by the Trustees. The Trust intends to provide a 9% annual distribution payable quarterly. The Trust may also distribute cash (if any) that the Trustee prudently determines as being available for distributions to Unitholders for other distribution periods. Where a distribution of distributable cash is declared by the Trustee, such distribution will be paid no later than the last day of the calendar month following the calendar quarter in respect of which such distribution has been declared.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

4. Classes of Trust Units:

Series A Trust Units, Series B Trust Units and Series F Trust Units are being offered. There are no differences in the rights and obligations of the Series A Trust Units, Series B Trust Units and Series F Trust Units except for the associated Selling Commissions.

| Issued and fully paid (Number of units) | Series A December 31, 2018 | Series B December 31, 2018 | Series F December 31, 2018 |
|--|----------------------------------|----------------------------------|----------------------------------|
| Number of units, beginning of period | - | - | 1 |
| Number of units issued during the period | 547 | 11,791 | - |
| Number of units redeemed during the period | - | - | - |
| Number of units, end of period | 547 | 11,791 | 1 |

| Issued and fully paid (\$) | Series A December 31, 2018 | Series B December 31, 2018 | Series F December 31, 2018 |
|--|----------------------------------|----------------------------------|----------------------------------|
| Net assets attributable to holders of redeemable units, beginning of period | \$ - | \$ - | \$ 100 |
| Issued during the period | 54,800 | 1,179,100 | - |
| Redeemed during the period | - | - | - |
| Net assets attributable to holders of redeemable units, end of period | \$ 54,800 | \$ 1,179,100 | \$ 100 |

The Trust has established a dividend reinvestment plan (DRIP) which will allow eligible holders of Series A Trust Units, Series B Trust Units and Series F Trust Units, as applicable, to elect to have their cash distributions reinvested in additional Trust Units of the same series on the applicable distribution payment date at a purchase price equal to \$95 per Trust Unit. All holders of Series A Trust Units, Series B Trust Units and Series F Trust Units, as applicable, resident in Canada are eligible to participate in the DRIP. The Trustees reserve the right to limit the amount of new Trust Units of any series available under the DRIP on any particular distribution payment date.

All Trust Units acquired under the DRIP on the reinvestment of cash distributions will be issued from treasury of the Fund on the applicable distribution payment date. A 4% commission will be payable in connection with the purchase of Trust Units from treasury under the DRIP.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

5. Redeemable Trust Units:

The Trust is authorized to issue an unlimited number of Trust Units and to create additional classes of units of the Trust from time to time. Each Unit represents a holder's undivided beneficial interest in a proportionate share of any allocation, advance or distribution from the Trust and carries and entitles the holder to the rights and privileges and is subject to the limitations, restrictions and conditions set out in the Declaration of Trust. Each Unit entitles the Unitholder to the same rights and obligations as any other Unitholder and no Unitholder is entitled to any privilege, priority or preference in relation to any other Unitholders. Each Unitholder will participate in any and all allocations, and is entitled to participate equally with respect to any and all advances or distributions made by the Trust to the Unitholders (including distributions of net income and net realized capital gains), subject to an adjustment in a Unitholder's proportionate share of distributions in the calendar year it was issued as a result of the date such Unit was issued in the calendar year. Each Unit confers the right to one vote at any meeting of Unitholders. In the event of dissolution of the Trust, each Unitholder will be entitled, on a pro rata basis, with other Unitholders, in respect of each Unit, to share with other Unitholders in the remaining assets and property available for distribution upon dissolution, after discharge of the Trust's liabilities and the return of capital.

Each Unitholder shall be entitled to require the Trust to redeem all or any part of their Units at the redemption price. The redemption price per Trust Unit is equal to the Issue Price per Trust Unit, with a sliding scale of such percentage at the relevant point in time less, in the discretion of the Trustee or Administrator, as applicable, any deductions for withholding tax, charges or fees. Each Series of Trust Units will be subject to differing fees, however as these fees are paid by AcquisitionCo there will be no adjustment made to the determination of the final redemption price per Trust Unit.

Redemption price percentage:

| Period of time between the issuance of the Trust Unit being redeemed and the date the notice of redemption is provided | Series A Trust Units | Series B Trust Units | Series F Trust Units |
|--|----------------------|----------------------|----------------------|
| < 1 year | 92.0% | 89.0% | 95.0% |
| 1 year < 2 years | 93.6% | 91.0% | 97.0% |
| 2 years < 3 years | 95.2% | 93.0% | 99.0% |
| 3 years < 4 years | 96.8% | 95.0% | 100.0% |
| 4 years < 5 years | 98.4% | 97.0% | 100.0% |
| 5 years and greater | 100.0% | 100.0% | 100.0% |

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

5. Redeemable Trust Units (continued):

Trust Units are considered to be tendered for redemption on the date that the Fund has, to the satisfaction of the Trustees, received the redemption notice and further documents or evidence that the Trustees may reasonably require with respect to the identity, capacity or authority of the person giving the redemption notice. The aggregate Redemption Price payable by the Fund in respect of Trust Units tendered for redemption is to be satisfied by way of a cash payment (to be paid by cheque) on the last day of the calendar month following the calendar quarter in which the Trust Units were tendered for redemption, provided that the entitlement of a Trust Unitholder to receive cash upon the redemption of such holder's Trust Units shall be limited in certain circumstances, including where:

- (a) the total amount payable by the Fund in respect of such Trust Units and all other Trust Units tendered for redemption in the same calendar quarter exceeds \$25,000; provided that the Trustees may, in their sole discretion, waive such limitation in respect of all Trust Units tendered for redemption in any calendar quarter;
- (b) the redemption would result in a return of capital unless all liabilities of the Fund have been paid or sufficient Fund assets remain to pay them; or
- (c) in the Trustees' opinion (in its sole discretion), the Fund has insufficient liquid assets to fund such redemptions or that the liquidation of assets at such time would be to the detriment of the remaining Trust Unitholders or the Fund, generally.

If, as a result of any such limitations under the Declaration of Trust, a Trust Unitholder is not entitled to receive cash upon the redemption of some or all of the Trust Units tendered for redemption, then the Redemption Price per Trust Unit to which the Trust Unitholder would otherwise be entitled, is to be paid and satisfied by the delivery to such holders of Redemption Notes (subject to any applicable regulatory approvals). In such circumstances, the Fund will issue a cheque to the Trust Unitholder for the amount (if any) that is not subject to limitation or it will issue Redemption Notes in satisfaction of the redemption price or portion thereof that is subject to limitation. No fractional Redemption Notes in integral multiples of less than \$10 are to be distributed and where the number of such Redemption Notes to be received by a Trust Unitholder includes a fraction or multiple less than \$10, the Fund shall issue a cheque to the Trust Unitholder for such amount.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

6. Redeemable Trust Units (continued):

The Declaration of Trust provides that the Fund shall redeem Trust Units according to the order in which redemption notices are received by the Trustees. In addition, Trust Units tendered for redemption in any calendar quarter in which the total amount payable by the Fund exceeds \$25,000 (provided that certain other limitations on cash redemptions do not apply) are to be redeemed for a combination of cash and an issuance of Redemption Notes on a pro rata basis; provided however that, if the \$25,000 quarterly cash limit has not been exhausted by redemptions which pre-date the redeeming Trust Unitholder's redemption notice then the minimum cash to be distributed to such redeeming Trust Unitholder is to be not less than \$100 (unless waived by the Trustees, in their sole discretion, or the entire Redemption Price is paid in cash). For example if the Fund receives more than 25 redemption requests in a calendar quarter, then (provided that certain other limitations on cash redemptions do not apply) the first 25 redeeming Trust Unitholders are to receive the first \$100 of their Redemption Price in cash (provided the other limitations on cash redemptions described above do not apply) and the remainder of the Redemption Price by an issuance of Redemption Notes, and each redeeming Trust Unitholder beyond the first 25 is to receive the entire Redemption Price by issuance of Redemption Notes.

Any Trust Units surrendered for redemption may be cancelled by the Fund.

The Trust may be required to redeem up to \$25,000 of Units in any given calendar quarter, in the form of cash (the "Quarterly Limit"). The cash payment of the redemption shall occur on the last day of the calendar month following the calendar quarter in which the Trust Units were tendered for redemption. Subject to approval, the Trust may redeem Units in excess of the Quarterly Limit by issuing redemption notes.

7. Offering:

The Trust prepared an offering memorandum (the "Offering") for the offer of Units with no maximum gross proceeds and no minimum gross proceeds. The price per Unit was \$100, with a minimum subscription of 100 units.

The distribution of Units pursuant to the Offering is subject to payment of selling commissions. The selling commission is comprised of (a) the Lead Arranger Fee, equal to 0.5% of the Offering Proceeds, which is payable on all distributions of Trust Units other than those Investors already known to the Fund and the directors and officers of AcquisitionCo, (b) the Agency Fee, and (c) an Internal Wholesaler fee of 0.75% of the Offering Proceeds. The Trust is required to reimburse the expenses incurred by Raintree Financial Solutions and any other exempt market dealers, dealers or dealing representatives for reasonable expenses incurred in connection with the Offering. The Agency Fee is payable to registered exempt market dealers in respect of Trust Units sold under the Offering through such dealers: (a) on the Series A Trust Units, being equal to 5% of the Offering Proceeds payable after each Closing plus a Trailer Fee of 0.75% over the next five (5) years; and (b) on the Series B Trust Units, being equal to 8% of the Offering Proceeds payable after each Closing. There will be no fee on the Series F Trust Units.

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

6. Offering (continued):

Advisory support

The Trust has engaged Raintree Financial Solutions pursuant to an exempt market dealer services agreement to provide: (i) advisory services to the Fund as Lead Arranger in connection with the Offering, including analyzing historical and forecasted financial performance of targeted Portfolio Companies, assessing the current and forecasted balance sheet structure of the Fund and facilitating the sharing of information relating to the Offering, the Fund, AcquisitionCo and the Portfolio Companies among potential agents or sub-agents and (ii) non-exclusive agency services to offer the Trust Units for sale on a private placement basis and use commercially reasonable efforts to secure subscriptions therefor. Raintree Financial earns the Agency Fee in respect of Trust Units distributed through it.

Trustee fees

The Trustees are not paid a salary or any compensation for their services. Any modification to the compensation paid to the Trustees not contemplated in this Offering Memorandum will require prior unanimous approval of the Independent Review Committee.

7. Related Party Transactions:

Selling commissions

Selling commissions, including agency fees payable to registered exempt market dealers in respect of Trust Units sold, are payable by AcquisitionCo to the Trust.

Administration services

Under a Services Agreement – Reimbursement dated November 27, 2018 (the “Services Agreement”), Newlook Capital Dental Services Inc. (the “Administrator”) has the power and authority to represent the Trust and carry on its business as set out in the Declaration of Trust. The Services Agreement details management and administration services to be provided to the Trust and AcquisitionCo. by Newlook Capital Inc. AcquisitionCo. is responsible for the payment of services provided by Newlook Capital Inc.

Other offering costs

Other offering costs include legal, consulting, accounting, audit, advertising, marketing, travel and other costs associated with establishing and organizing the Trust and completing all closings. These costs are the responsibility by AcquisitionCo. .

NEWLOOK CAPITAL DENTAL SERVICES TRUST

Notes to Financial Statement (continued)

December 31, 2018

8. Financial Risk Management:

Credit Risk:

Credit risk is the risk that a counterparty to a financial instrument will fail to discharge an obligation or commitment that it has entered into with the Trust, resulting in a financial loss to the Trust. The Trust is exposed to credit risk from its related party receivable with AcquisitionCo. The Trust and AcquisitionCo. share the same parent entity (Newlook Capital) who manages the operations at both entities mitigating the exposure to credit risk for this related party receivable.

Liquidity Risk:

Liquidity risk is the risk that the Trust will encounter difficulty in meeting the financial obligations associated with its liabilities that are settled by delivering cash or another financial asset. The Trust's process for managing liquidity risk includes ensuring that, to the extent possible, it will have sufficient liquidity to meet its liabilities when they become due. The Trust may be required to redeem up to \$25,000 of Units in a given calendar quarter in the form of cash.

Market Risk:

Market risk is the risk that changes in market prices – e.g. interest rates, foreign exchange rates, equity prices and credit spreads will affect the Trust's income. For the period ended December 31, 2018, the Trust did not have any income that would be affected by these factors. AcquisitionCo is subject to market risk regarding its investment in dental practices which inherently impacts the Trust. The Trust mitigates this risk through the monitoring of market factors impacting AcquisitionCo.

ITEM 13 – CERTIFICATE

Dated: May 24, 2019

This offering memorandum does not contain a misrepresentation.

**Newlook Capital Dental Services Trust
by its Administrator, Newlook Capital Dental Services Inc.**

(signed) “Elroy Gust”

Elroy Gust
Director

(signed) “Anthony Diab”

Anthony Diab
Director

On behalf of the Administrator, Newlook Capital Dental Services Inc.

(signed) “Elroy Gust”

Elroy Gust
Director

(signed) “Anthony Diab”

Anthony Diab
Director

**On behalf of the Board of Directors of
Newlook Capital Dental Services Inc., as Administrator**

(signed) “Elroy Gust”

Elroy Gust
Director

(signed) “Anthony Diab”

Anthony Diab
Director

(signed) “Abbas Osman”

Abbas Osman
Director

(signed) “Gavin Treanor”

Gavin Treanor
Director

On behalf of the Promoter, Newlook Capital Inc.

(signed) “Elroy Gust”

Elroy Gust
President and Chief Executive Officer