

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

October 1, 2025

**OFFERING MEMORANDUM**  
**EBF Group Mutual Fund Trust**  
**(the "Trust")**

5290 Oak Place

Delta, BC, V4K 1L9

Attention: L. Evan Baergen

Telephone: 604-940-8826; Fax: 1-888-739-9875

E-mail: Evan@AxiomAdvisors.ca

**This Offering is ONLY available to residents of British Columbia**

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

**Reporting issuer:** No

**SEDAR filer:** No

**The Offering**

**Securities offered:** Class M Units (referred to herein as the "**Class M Units**", or the "**Units**")

**Price per security:** \$1.00

**Minimum subscription:** \$500 (500 Units)

**Minimum offering:** \$75,000 (75,000 Units)

**Maximum offering:** \$100,000 (100,000 Units)

**Payment terms:** Payment by e-Transfer or cheque of the aggregate subscription amount is to be made with the delivery of a duly executed and completed Subscription Agreement. **See Item 5.5 – "Subscription Procedure"**.

**Proposed closing date(s):** There may be more than one closing under this Offering which shall occur within a reasonable period of time upon the Trust obtaining subscriptions from a minimum of 150 subscribers.

**Income tax consequences:** There are important tax consequences to these securities. **See Item 6 – "Income Tax Consequences and Registered Savings Plan Eligibility"**.

**Selling agent:** The Trust is not paying commissions or a finder's fees. **See Item 7 – "Compensation Paid to Sellers and Finders"**.

**Resale Restrictions**

You will be restricted from selling your securities for an indefinite period. **See Item 10 – "Resale Restrictions"**.

**Conditions on Repurchases**

You will have a right to require the Trust to repurchase the securities from you at any time, but this right is qualified by the issuance of Redemption Notes (as defined below) and/or the assignment of Trust assets in the event that the aggregate amount of

redemption requests received by the Trust exceeds \$25,000 in a calendar month or the Trust does not have sufficient cash reserves to pay amounts payable on the redemption of all units tendered for redemption in any given month. As a result, you might not receive the amount of proceeds that you want. **See Item 5.1 – “Trust Units”.**

**Purchasers’ Rights**

You have 2 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 – “Purchasers’ Rights”.**

**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. See Item 8 – “Risk Factors”.**

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## **NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This Offering Memorandum contains forward-looking statements. These statements relate to future events or the Trust's future performance. All statements other than statements of historical fact are forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "may", "will", "should", "expect", "plan", "anticipate", "believe", "estimate", "predict", "potential", "targeting", "intend", "could", "might", "continue", or the negative of these terms or other comparable terminology. These statements are only predictions. Undue reliance should not be placed on these forward-looking statements as there can be no assurance that the plans, intentions or expectations upon which they are based will occur. By its nature, forward-looking information involves numerous assumptions, known and unknown risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and other forward-looking statements will not occur and may cause actual results or events to differ materially from those anticipated in such forward-looking statements. The forward-looking statements contained in this Offering Memorandum are expressly qualified by this cautionary statement. The Trust is not under any duty to update any of the forward-looking statements after the date of this Offering Memorandum to conform such statements to actual results or to changes in the Trust's expectations except as otherwise required by applicable legislation.

## GLOSSARY OF TERMS

In this Offering Memorandum, unless the context otherwise requires, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms shall have corresponding meanings:

**"Business Opportunity"** means the future business opportunity that the Trustee intends to pursue.

**"Class"** means a class of Trust Units of the Trust.

**"Class M Partnership"** – means MTSP Investments #66M LP, an Ontario limited partnership governed by the Class M Partnership Agreement, whose partners are General Partner M and the limited partners that may be admitted from time to time.

**"Class M Partnership Agreement"** – means the limited Class M Partnership Agreement dated 9/24/2025 and as may be amended or restated from time to time, between General Partner M and the limited partners of the Class M Partnership.

**"Class M Partnership Units"** – means the limited partnership units of the Class M Partnership, as issued from time to time to the Trust, in exchange for funds received from the issuance of Class M Units by the Trust.

**"Class M Units"** means the Class M Units of the Trust.

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

**"Exempt Plan"** means an RRSP (Registered Retirement Savings Plan), RRIF (Registered Retirement Income Fund), RESP (Registered Education Savings Plan), TFSA (Tax-Free Savings Account), or similar type of registered financial savings plan as defined under the Tax Act.

**"General Partner M"** – means the general partner of the Class M Partnership, which currently is 1001364058 ONTARIO LTD.

**"Initial Trustee"** – means 1001364052 ONTARIO LTD., the initial trustee of the Trust.

**"Initial Unitholder"** – means Jessica Friesen, the initial unitholder of the Trust.

**"Investor"** – means a person subscribing for and purchasing Trust Units pursuant to the Offering.

**"Limited Partner"** – means a limited partner of one of the Partnerships formed by one of the General Partners.

**"Maximum Offering"** means 100,000 Class M Units offered by the Trust pursuant to this Offering.

"**Minimum Offering**" means 75,000 Class M Units offered by the Trust pursuant to this Offering.

"**Mutual fund trust**" and "**MFT**" means a trust that is a "mutual fund trust" as that term is defined in subsections 248(1) and 132(6) of the Tax Act.

"**Net Asset Value**" has the meaning given to "Class Net Asset Value" in the Trust Deed, and generally means, as of a particular date, the aggregate value of the assets less the aggregate value of the liabilities, all as determined by the Trustee.

"**NI 45-106**" means National Instrument 45-106 - *Prospectus Exemptions*.

"**Non-Resident**" – means a person who is not resident in Canada or that is deemed to be not resident in Canada for the purposes of the Tax Act.

"**Offering**" means the offering of Class M Units pursuant to this Offering Memorandum.

"**Offering Memorandum**" means this offering memorandum as amended or supplemented.

"**Partnerships**" means the Class M Partnership and any partnerships formed under a General Partner.

"**Partnership Units**" – means the limited partnership units of the Partnerships, as issued from time to time to the Trust, in exchange for funds received from the issuance of Trust Units.

"**Person**" – Includes an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

"**Redemption Notes**" – mean unsecured, subordinated promissory notes issued by the Trust to redeeming Unitholders in principal amounts equal to the in specie redemption price of the Trust Units to be redeemed and having the terms and conditions as provided for in the Trust Deed.

"**Securities**" means collectively the Trust's Class M and Class A Units, together with any existing or future classes of Units created by the Trust together with any debt-based securities of the Trust.

"**Settlor**" mean Dwight Martin, the Settlor of the Trust.

"**SIFT Rules**" – has the meaning as described in Item 6.2.2 – "The SIFT Rules".

"**Subscriber(s)**" means parties who subscribe for Class M Units pursuant to this Offering.

"**Subscription Agreement**" means the subscription agreement to purchase Class M Units in the form attached hereto as Schedule A.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations relating thereto.

"**Trust**" – means EBF Group Mutual Fund Trust, a trust formed under the laws of Alberta pursuant to the Trust Deed.

"**Trust Deed**" – means the declaration of trust dated as of 6/4/2024 and as may be amended or restated from time to time, between the Settlor, Initial Trustee and the Initial Unitholder, governing the Trust, and as described under Item 2.7.1 – "Trust Deed".

"**Trust Unit**" – means any Class of Unit of the Trust.

"**Trustee**" – means at any time, the trustees of the Trust, which is currently 1001364052 ONTARIO LTD..

"**Units**" means a Class M Unit of the Trust.

"**Unitholder**" means a registered holder of Trust Units at any time and from time to time, as shown on the register maintained by or on behalf of the Trust for outstanding Trust Units.

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

## ITEM 1 USE OF AVAILABLE FUNDS

### 1.1 Available Funds

The following table discloses the funds available as a result of the Offering and such additional sources of funding required by the Trust:

		Assuming Minimum Offering	Assuming Maximum Offering
A.	Amount to be raised from issuance of this Offering	\$75,000	\$100,000
B.	Selling commissions and fees <sup>(1)</sup>	\$0	\$0
C.	Estimated Offering costs <sup>(2)</sup>	\$0	\$0
D.	Available funds: $D = A - (B + C)$	\$75,000	\$100,000
E.	Additional sources of funding required <sup>(3)</sup>	Nil	Nil
F.	Working Capital	Nil	Nil
G.	Total: $G = (D + E) - F$	\$75,000	\$100,000

<sup>(1)</sup> No commissions or fees are being paid for funds raised under this Offering.

<sup>(2)</sup> Cost of this Offering will be paid for directly by a related party of the Trust.

<sup>(3)</sup> The Trust will require additional financing to meet its long-term business objectives. See Item 2.2 – “The Business”.

### 1.2 Use of Available Funds

The following table provides a detailed breakdown of how the Trust will use the available funds from this Offering in the 12 months ensuing from the date of this Offering Memorandum:

Description of intended use of available funds listed in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
Provide funds to conduct due diligence on a Business Opportunity	\$75,000	\$100,000
Total	\$75,000	\$100,000

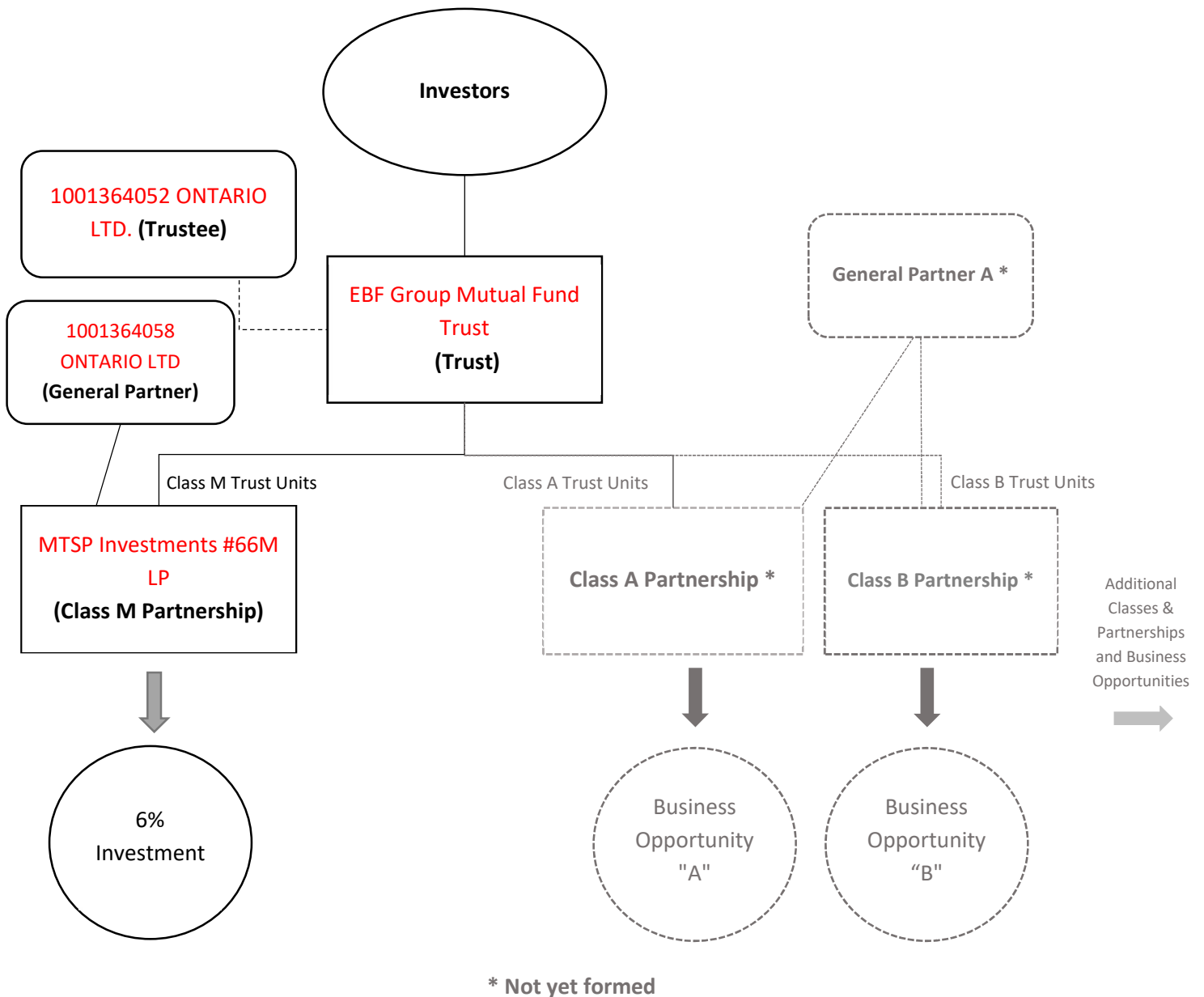
### 1.3 Reallocation

The Trust intends to use the available funds as stated. The Trust will reallocate funds only for sound business reasons.

## ITEM 2 BUSINESS OF THE TRUST

### 2.1 Structure

The following diagram illustrates the structure of the Trust and its related entities:



#### The Trust

The Trust was formed pursuant to the Trust Deed. The Trust's head and registered office is located at 5290 Oak Place, Delta, BC, V4K 1L9, Canada.

## The Trustee

The Trustee for the Trust was incorporated under the laws of the Province of Ontario on 6/4/2024. The sole director of the Trustee is L. Evan Baergen. As trustee of the Trust, the Trustee has the full authority and responsibility to manage the business and affairs of the Trust. The corporate Trustee is wholly owned by L. Evan Baergen.

## General Partner M

General Partner M was incorporated under the laws of the Province of Ontario on 9/23/2025 and is the general partner the Class M Partnership. L. Evan Baergen are the director of General Partner M. A separate general partner will be formed for other Partnerships in which the Trust invests.

## Limited Partnerships of the Trust

Funds received from the issuance of a particular class of units by the Trust will be invested in the corresponding limited partnership. For clarity, funds received from the issuance of Class M Units will only be invested by the Trust into the Class M Partnership. Class M Partnership will only issue units to the Trust and will issue one unit for every dollar of investment received from the Trust. As of the date of this Offering, only Class M Partnership for the Class M Units has been formed. Additional partnerships will be formed as the corresponding units of the Trust are offered for sale to investors. Only one Class M Unit has been issued (to the Initial Unitholder), and as a result, Class M Partnership has only issued one limited partnership unit (to the Trust).

## **2.2 The Business**

The Trust is in a start-up phase of development and has not carried out business prior to this Offering and has no development history. Since the date of formation, the Trust has been engaged in the preparation of this Offering Memorandum and the creation of General Partner M and the Partnerships, and, among other things, putting in place a management team in the Trustee and retaining legal counsel.

The purpose of this Offering is to (i) obtain at least 150 Class M Unitholders which will enable the Trust to qualify as a mutual fund trust as defined in the Tax Act; the Trust's status as a mutual fund trust will be important in attracting investment funds as it pursues a Business Opportunity, and (ii) raise capital to fund the due diligence of a Business Opportunity.

The Trustee intends to pursue a Business Opportunity that it has identified. Whether or not the Trust obtains the identified Business Opportunity or pursues a different opportunity, it will not affect this Offering and the Trustee desires to obtain the Trust's status as a mutual fund trust. Once a Business Opportunity has been identified, the Trust will use the capital raised from this Offering to conduct due diligence on a Business Opportunity. If the Trust decides to obtain the Business Opportunity, the Trust will charge the Business Opportunity a fee and the proceeds from this fee will be used to pay each of the Class M Unitholders a special distribution (capital) of up to \$600 per Class M Unitholder. The Trustee may authorize a distribution of less than \$600 if the total fee received by the Trust is not sufficient to pay \$600 to each Class M Unitholder.

The Class M Unitholder will also receive an annual interest payment of up to 6% of the investment amount. The Trustee will draw the interest payment funds from Business Opportunities of the other unit classes provided that the payment of the interest to the Class M Unitholder will not leave the Business Opportunities insolvent or cause undue financial hardship. The decision on the amount to draw from the Business Opportunities of the other unit classes is made solely by the Trustee.

### 2.3 Development of Business

The Trust was formed pursuant to the Trust Deed and was created to raise funds through the offering of Trust Units. The gross proceeds of this Offering will be used to purchase Class M Partnership Units and the Class M Partnership in turn will invest those funds as noted above, namely, to conduct due diligence on a Business Opportunity, and if successful, use the funds received by the Trust from the Business Opportunity to distribute a special distribution (capital) of up to \$600 per Class M Unitholder.

The Trust intends to offer another class of Trust Units, such as Class A Units, to raise additional funds once a Business Opportunity has been finalized and will use those funds to invest in the corresponding Class limited partnership (Class A Partnership if Class A Units are issued and so on), so it will not have an impact on this Offering.

### 2.4 Long Term Objectives

The Trust's long-term objectives will consist of finalizing the Business Opportunity with the objective of making a profit thereon to be able to make distributions to purchasers of the Trust Units.

### 2.5 Short Term Objectives and How the Trust Intends to Achieve Them

The Trust's short-term objectives are to raise a minimum of \$75,000 and up to a maximum of \$100,000 from this Offering and use those funds to conduct due diligence on a Business Opportunity, and if successful, use the funds received by the Trust from the Business Opportunity to distribute a special distribution (capital) of up to \$600 per Class M Unitholder.

The following outlines the Trust's short-term objectives and the methods and costs associated with the achievement of these objectives:

What we must do and how we will do it	Target completion number of months to complete	Our cost to complete
Raise a minimum of up to \$75,000 and up to a maximum of \$100,000 from this Offering	2 months	Nil <sup>(1)</sup>
Provide funds for due diligence on a Business Opportunity	2 months	Up to \$100,000 <sup>(2)</sup>
Distribute a Special Distribution of up to \$600 per Class M Unitholder	2 months	\$600 per Class M Unitholder <sup>(3)</sup>

- (1) Costs to complete this Offering will be paid for directly by a related party of the Trust.
- (2) Actual amount is based on the capital raised under this Offering.
- (3) Funds to complete this distribution will be provided by the Trust.

## 2.6 Insufficient Funds and Cash Reserves

The funds raised pursuant to this Offering Memorandum will be sufficient to meet all of the Trust's proposed short-term objectives. The Trustee may determine that the Trust requires additional financing to finalize the Business Opportunity and there is no assurance that additional financing will be available to the Trust. As of the date of this Offering Memorandum and for the purposes of this Offering, the Trust does not intend to hold any significant cash reserves other than amounts necessary to pay for all administration and operating expenses incurred by the Trust in the conduct of its business.

## 2.7 Material Agreements

The following summarizes all material agreements in effect as at the date of this Offering Memorandum. The descriptions of the material agreements set out below and elsewhere in this Offering Memorandum are summaries only and are expressly qualified by reference to the full text of such material agreements. Prospective Subscribers may review a copy of each material agreement described herein and are available free of charge upon request by contacting the Trustee at [info@axiomadvisors.ca](mailto:info@axiomadvisors.ca).

### 2.7.1 Trust Deed

The rights and obligations of Unitholders are governed by the Trust Deed. The following is a summary only of certain terms in the Trust Deed which, together with other summaries of additional terms of the Trust Deed appearing elsewhere in this Offering Memorandum, are qualified in their entirety by reference to the actual text of the Trust Deed, a review of which is recommended to Subscribers. **Also see Item 2.1 – "Structure"**.

The Trust Deed was entered into on 6/4/2024 between 1001364052 ONTARIO LTD. as the Initial Trustee, Dwight Martin as the Settlor, and Jessica Friesen as the Initial Unitholder. One Class M Unit was issued to the Initial Unitholder. The Trust is an unincorporated, open-ended trust.

#### Purpose of the Trust

The Trust was created primarily for the purpose of raising funds to invest in Partnerships that in turn, will invest the funds into Business Opportunities.

#### Rights of Unitholders

The rights of each Unitholder are limited to those contained in the Trust Deed. Except as provided in the Trust Deed, no Unitholder is entitled to call for any partition or division of the assets of the Trust or for a distribution of any particular asset or money or funds received by the Trustee. The legal ownership of the assets of the Trust and the right to conduct the activities of the Trust, except in limited circumstances provided in the Trust Deed, are vested

exclusively in the Trustee and no Unitholder has any right of ownership in the assets of the Trust. No Unitholder is entitled to interfere with or give any direction to the Trustee with respect to the affairs of the Trust or in connection with the exercise of any powers or authority conferred upon the Trustee under the Trust Deed.

#### Liabilities of Unitholders

The Trust Deed provides that no Unitholder, in its capacity as such, shall be subject to any liability in connection with the ownership of the Trust's assets and the activities of Trust or any acts or omissions of the Trustee. Further, no Unitholder, in its capacity as such, is required to indemnify the Trustee with respect to such liabilities. **Also see Item 8.1 – “Investment Risk”.**

#### Unitholders Bound by Trust Deed

The Trust Deed is binding upon anyone who becomes a Unitholder, as well as the holders of other securities issued by the Trust. Upon completion of a purchase or acquisition of Trust Units, the holder of such Trust Units is deemed to have agreed to be bound by the Trust Deed.

#### Creation, Issue and Sale of Trust Units

The beneficial interests in the Trust are divided into classes of Trust Units. The Trustee may, from time to time in their sole discretion, issue Trust Units in one or more class. The Trustee is required to fix the class, designation, rights, privileges, restrictions and conditions to the Trust Units, provided that in the opinion of the Trustee such terms and conditions do not materially adversely affect the interests of those who are Unitholders at the time of the issuance of the Trust Units.

There are no pre-emptive rights associated with the Trust Units and no person is entitled, as a matter of right, to subscribe for or purchase any Trust Units.

#### Distributions

For details regarding distributions to Unitholders, see Item 5.1.2 – “Trust Units – Cash Distributions”.

#### Redemption of Trust Units

For details regarding the redemption of Trust Units, see Item 5.1.2 – “Trust Units – Redemption of Trust Units”.

#### Appointment, Resignation and Removal of Trustee

The current Trustee of the Trust is empowered to appoint additional Trustees of the Trust. Except in limited circumstances, Trustees are appointed to hold the office of trustee until a successor trustee has been appointed or he or she ceases to hold office. Each of the Trustees must be resident of Canada at all times. A trustee may resign upon giving not less than 90 days' notice. Any trustee(s) may be removed from office for cause by resolution passed

by not less than two-thirds of the remaining Trustees. Additionally, Unitholders may remove Trustees by special resolution (a resolution passed by not less than two-thirds of the Unitholders).

### Powers of the Trustee

Subject to specific limitations contained in the Trust Deed, the Trustee has full, absolute and exclusive power, control and authority over the Trust's assets and the affairs of the Trust to do all acts that in their sole judgement are necessary for carrying out the trust created under the Trust Deed.

In addition to the Trustee's general power and authority, some of the specific powers of the Trustee includes the power and authority to:

- (a) Appoint additional Trustees;
- (b) Fix the class designation, rights, privileges, restrictions and conditions to the Trust Units;
- (c) Accept subscriptions for Trust Units and to issue Trust Units pursuant to such agreements;
- (d) Pay commissions;
- (e) Maintain books and records;
- (f) Provide reports to Unitholders;
- (g) Effect payment of distributions to Unitholders;
- (h) Grant security interests, mortgage and transfer the Trust's assets; and
- (i) Employ administrators, employees, consultants, accountants, lawyers, engineers or others.

### Standard of Care and Limitations on Liability of Trustee

The Trustee is required to exercise their powers and carry out their functions honestly, in good faith and in the best interests of the Trust and the Unitholders. Subject this standard of care, diligence and good faith, none of the Trustees, nor any director, officer, employee or agent is subject to any liability in connection with the Trust's assets or the affairs of the Trust.

### Amendment of the Trust Deed

The provisions of the Trust Deed generally may only be amended by the Trustee with the consent of the Unitholders (voting together as a single class) evidenced by a special resolution. However, the Trust Deed may be amended by the Trustee, without the approval of the Unitholders for the purpose of:

- (a) making amendments which, in the opinion of the Trustee, are necessary in order for the Trust to qualify or continue to qualify as a "mutual fund trust" for the purposes of the Tax Act;

- (b) reflecting the appointment of additional Trustees;
- (c) reflecting the creation of additional classes of Trust Units;
- (d) reflecting the acquisition, disposition or any other change to the assets of the Trust;
- (e) making amendments which, in the opinion of the Trustee, are necessary and desirable in order for the Trust not to qualify or cease to qualify as a "SIFT trust" within the meaning of section 122.1 of the Tax Act;
- (f) ensuring continuing compliance with applicable laws (including the Tax Act);
- (g) making amendments which, in the opinion of the Trustee, provide additional protection or added benefits for the Unitholders;
- (h) removing any conflicts or inconsistencies in the Trust Deed or making minor changes or corrections including the correction or rectification of any ambiguities, defective provisions, errors, mistakes or omissions, which are, in the opinion of the Trustee, necessary or desirable and not prejudicial to the Unitholders;
- (i) making amendments which, in the opinion of the Trustee, are necessary or desirable and in the interests of the Unitholders as a result of changes in taxation laws or policies of any governmental authority having jurisdiction over the Trustee or the Trust;
- (j) for any purpose whatsoever (except one in respect of which a vote by Unitholders is specifically otherwise required) if the Trustee is of the opinion that the amendment does not materially adversely affect the Unitholders and is necessary or desirable; or
- (k) to provide for the electronic delivery by the Trust to the Unitholders of documents relating to the Trust (including annual and quarterly reports and financial statements and proxy-related materials) in accordance with applicable laws.

### Meetings of Unitholders

The Trust is not required to hold regular annual meetings of Unitholders and the Trustee does not intend to hold such meetings. Special meetings of Unitholders may be called at any time by the Trustee for any purpose and shall be called upon the written request of Unitholders holding in the aggregate not less than one-third (1/3) of all votes entitled to be voted at any meetings of the Unitholders.

Unitholders may attend and vote at all meetings of Unitholders of the Trust either in person or by proxy and a proxyholder need not be a Unitholder of the Trust. At any meeting of Unitholders, a quorum consists of two or more individuals present in person either holding personally or representing by proxy not less in aggregate than 10% of the votes attached to the total of the units of the Trust then outstanding and entitled to vote at the meeting (or 20% in the case of passing a special resolution).

## Transfer of Trust Units

For a description of the transferability of the Trust Units, see Item 5.1.2 – “Trust Units – Transfer of Trust Units”.

## Take-Over Bids

The Trust Deed contains provisions relating to takeover bids made to acquire Trust Units. Under the Trust Deed, if a takeover bid is made to acquire Trust Units and at least 90% of the Trust Units on a fully diluted basis (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 will be entitled to acquire the Trust Units held by Unitholders who did not accept the takeover bid on the terms offered by the offeror, pursuant to the procedures set out in the Trust Deed. The Trust Deed does not provide a mechanism for 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.

## Power of Attorney

Upon becoming a Unitholder, each Unitholder pursuant to the Trust Deed grants to the Trustee a power of attorney constituting the Trustee with full power of substitution to act on his or her behalf, with full power and authority in his or her name, to execute, deliver, make or file, as required:

- (a) the Trust Deed, any amendment or supplement to the Trust Deed and any other instrument required or desirable to qualify, continue and keep in good standing the Trust as a mutual fund trust;
- (b) any instrument, deed, agreement or document in connection with carrying on the activities and affairs of the Trust as authorized in the Trust Deed, including all conveyances, transfers and other documents required to facilitate any sale or disposition of Trust Units required by the Trust Deed;
- (c) all conveyances and other documents required in connection with the dissolution or liquidation of the Trust in accordance with the terms of the Trust Deed;
- (d) any and all elections, determinations or designations, whether jointly with third parties or otherwise, under the Tax Act or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction in respect of the affairs of the Trust or of a Unitholder's interest in the Trust;
- (e) any instrument, certificate and other documents necessary or appropriate to reflect and give effect to any amendment to the Trust Deed; and
- (f) all transfers, conveyances and other documents required to facilitate the acquisition of Trust Units of non-tendering offerees pursuant to a take-over bid.

## Term of the Trust

The Trust will continue until that is the earliest of: (a) the date the Trustee determines by resolution for the

termination and dissolution of the Trust, and specified in written notice given to each Unitholder at least 90 days before the date on which the Trust is to be terminated; (b) the date Unitholders approve for the termination and dissolution of the Trust by special resolution; and (c) the date which is one day prior to the date, if any, the Trust would otherwise be void by virtue of any applicable rule against perpetuities then in force in Alberta. In connection with an impending termination date of the Trust, the Trustee is required to take all necessary steps, each as and when appropriate and reasonably practicable (in light of the impending termination date), to wind-up the affairs of the Trust.

### Meetings of Trustee

Meetings of the Trustee are required to be called and held from time to time at such times and places (within Canada) as determined by the Trustee.

### **2.7.2 Class M Partnership Agreement**

The Class M Partnership Agreement was entered into on 9/24/2025 between the Trust, as initial limited partner, and General Partner M, as general partner. The Class M Partnership Agreement provides for the terms and conditions governing Class M Partnership, a summary of which is set out below.

### Formation of the Class M Partnership

The Class M Partnership was formed as a limited partnership pursuant to the Ontario *Partnership Act* on 9/24/2025 and shall continue until the Class M Partnership is dissolved in accordance with the terms of the Class M Partnership Agreement. See "Termination of the Class M Partnership" in this section.

### Business and Purpose of the Class M Partnership

The business and purpose of the Class M Partnership as provided for under the Class M Partnership Agreement is to provide funds for due diligence on business opportunities and such other activities and business as may be necessary, ancillary or incidental to, or in furtherance of, the foregoing. As of the date of the Offering, the Class M Partnership has only received \$1.00 from the Trust, which amount was received by the Trust on the issuance of the initial Class M Unit to the Initial Unitholder.

### Authority of General Partner M

1001364058 ONTARIO LTD, as the general partner, is authorized to carry on the business of the Class M Partnership, with full power and authority to administer, manage, control and operate the Class M Partnership business. The general partner is given all power and authority to take any actions needed to carry on the Class M Partnership's business on behalf of the Class M Partnership.

### Removal of Resignation of General Partner M

General Partner M may resign at any time. Upon the bankruptcy, dissolution or making of an assignment for the benefit of creditors of or by General Partner M or upon the appointment of a receiver of the assets of General Partner M, General Partner will, in such circumstances, be deemed to have been removed and the Trust (as sole limited partner) will forthwith appoint a new general partner.

General Partner M may otherwise be removed by the Trust (as sole limited partner) at any time provided that a new general partner is concurrently appointed by the Trust and certain other conditions set forth in Class M Partnership Agreement have been met.

### Reimbursement of General Partner M

The Class M Partnership is required to reimburse General Partner M for all Partnership expenses incurred by the General Partner M in the performance of its duties.

### Powers of General Partner M

In addition to the power of the general partner to carry on the Class M Partnership's business, General Partner M is also authorized to:

- (a) open and operate bank accounts for the Class M Partnership in the name of the Partnership with full and exclusive signing authority on behalf of the Class M Partnership;
- (b) execute, deliver and carry out all agreements, documents and instruments which from time to time require execution by or on behalf of the Class M Partnership;
- (c) retain such legal counsel, experts, technical advisors or consultants as General Partner M considers appropriate, and to rely upon the advice of such persons;
- (d) manage, administer, conserve, develop, operate, acquire and dispose of any and all of the properties or assets of the Class M Partnership and in general engage in any and all aspects of its business;
- (e) borrow money for the financing of the business of the Class M Partnership and, from time to time, without limit as to amount, draw, make, execute and issue promissory notes and other negotiable or non-negotiable instruments and evidence of indebtedness, and secure the payment of the sums so borrowed and mortgage, pledge, or assign in trust all or any part of the Partnership property;
- (f) invest funds not immediately required for the operations of the Partnership or its business in short term securities or accounts;
- (g) bring or defend on behalf of the Class M Partnership any actions or proceedings;
- (h) file any returns, declarations or powers of attorney that may be required by a governmental or like

authority;

- (i) make any elections under the Tax Act or analogous fiscal legislation on behalf of the Partnership; and
- (j) do anything that is provided for in the Class M Partnership Agreement, or that is in furtherance of, or is incidental to, or is necessary or desirable in respect of, the business of the Class M Partnership.

#### Powers Exercisable by the Trust (as sole Limited Partner)

The following powers will only be exercisable by, or with the determination in such regard of, the Trust (as sole limited partner):

- (a) waiving any default by the General Partner on such terms as the Limited Partner may determine;
- (b) agreeing to any compromise or arrangement by the Partnership with any creditor or class of creditors;
- (c) amending, modifying, altering or repealing any resolution previously passed by the Trust (as sole limited partner);
- (d) approving a settlement of an action against General Partner M as a result of a breach of its duties; and
- (e) creating or issuing additional interests in the Class M Partnership (excepting additional interests in favour of the Trust (as sole limited partner)).

#### Limited Partnership Units

The Class M Partnership will only issue one class of Partnership Units and will only issue the Class M Partnership Units to the Trust. The number of Partnership Units which may be issued is unlimited and each Partnership Unit will be issued at a price of \$1.00 each.

#### Capital Account of the Class M Partnership

General Partner M will establish and maintain a Capital Account for each partner and will be credited for capital contributed and such portion of the income of the Class M Partnership allocated to such partner and debited for capital returned and the amount of any losses of the Class M Partnership allocated to such partner.

#### Distributions and Allocations

Allocations of income and losses shall be made at such time or times and in such amount or amounts as General Partner M, in its sole discretion, may determine. All income and losses of the Class M Partnership (for accounting, tax and all other purposes) shall be allocated among the partners in proportion to the number of Units held by each of them. The amount allocated to a particular partner shall be based upon the number of Units held by them in relation to the total outstanding number of Units.

General Partner M will cause the Class M Partnership to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and costs of services incurred by the Class M Partnership unless to do so would not, in General Partner M's reasonable opinion, be in the best interests of the Class M Partnership and the Trust (as sole limited partner). For the purposes of determining taxable income or tax loss in respect of any fiscal period, General Partner M shall have the right, for income tax purposes, to adopt such method of accounting or treatment of particular items as General Partner M may deem to be appropriate, in the best interests of its limited partner and consistent with the Class M Limited Partnership Agreement, provided however, that all determinations of income, loss and expenses must be carried out in accordance with any applicable rules set out in the Tax Act.

No partner has the right to receive interest on any credit balance in, nor is any partner liable to pay interest to the Class M Partnership on any deficit in, any accounts maintained on the books of the Class M Partnership. The interest of a partner in the Class M Partnership shall not terminate by reason of there being a negative or zero balance in its respective Capital Account.

In no year shall a tax loss allocated to the Trust (as sole limited partner) be an amount in excess of its amount "at risk" under the Tax Act for the purposes of the Class M Partnership; any such loss in excess of the amount "at risk" under the Tax Act for the purposes of this Partnership (the "**Excess Loss**") will be allocated for tax purposes to General Partner M. For any year of the Class M Partnership having taxable income subsequent to the year in which an allocation of Excess Loss has been made, General Partner M will be allocated, for tax purposes, income sufficient to offset (in the aggregate) any prior Excess losses allocated to it.

Distributions shall be made at such times and in such amounts as General Partner M, in its sole discretion, may determine from time to time. In each case, the amount of funds or assets to be distributed to a partner shall be determined having regard to the balance of, and the distribution shall be made out of, the Capital Account of such partner. In determining the amount of funds or assets to be distributed as a distribution at any given time, General Partner M shall take into account: (i) the expenses, liabilities and operating general and administrative costs of the Class M Partnership; (ii) any reserves General Partner M, in its sole discretion, may determine to be desirable for the prudent management and growth of the business of the Class M Partnership; (iii) any amounts owing to General Partner M; (iv) any amount that is required, as determined by General Partner M in its sole discretion, for the business of the Class M Partnership; and (v) such other event or circumstance that is relevant in the circumstances, as General Partner M, in its sole discretion, may determine. The amount of funds which are to be the subject of any distribution will be net of such amounts required on account of the above, as applicable, all as determined by General Partner M, and further, all provided that: (x) no distribution will be made at any time if, immediately after the making of any such distribution, the then fair market value of the property of the Class M Partnership would be less than the amount necessary to discharge all liabilities of the Class M Partnership (excepting liabilities to General Partner M and liabilities to the limited partner on account of its capital contributions); and (y) General Partner M will at all times endeavor to make distributions to the partners on or before 45 days after the end of each fiscal year during the term of the Class M Partnership which, in the aggregate, are at least equal to the income tax liability accruing to each partner in respect of allocations made to it during such year.

No partner has a right to withdraw or make a demand for or receive any property or amount from the Class M Partnership (including on account of their capital contribution), in the form of a distribution or otherwise, except as may be expressly provided for in the Class M Partnership Agreement and as permitted by law.

If, as determined by General Partner M, a partner has received payments or distributions which exceed its entitlement at any time, such partner will forthwith repay to the Class M Partnership the amount of such excess upon receiving notice thereof.

#### Liability and Indemnification

General Partner M shall have unlimited liability to third parties for the debts, liabilities and obligations of the Class M Partnership. General Partner M shall not be liable for the return of any capital contribution. Subject to certain exceptions in the Class M Partnership Agreement, neither General Partner M nor any of its officers, directors, shareholders, employees or agents are liable, responsible for or accountable in damages or otherwise to the Class M Partnership or the Trust (as sole limited partner) for an action taken or failure to act on behalf of the Partnership that is within the scope of the authority conferred on the General Partner by this Agreement, or by law, and is taken in the best interests of the Partnership.

Subject to the provisions of the *Partnership Act (Alberta)*, the Trust (as sole limited partner) shall not have any liability for the debts, liabilities and obligations of the Class M Partnership, except to the extent of its capital contribution and its interest in any undistributed income of the Class M Partnership.

General Partner M will indemnify and hold harmless the Class M Partnership and the Trust (as sole limited partner) for any and all costs or damages suffered or incurred by them (including any amounts paid to settle an action or satisfy a judgment and legal fees reasonably incurred by it in connection with such claim) as a result of an act or omission perpetrated by General Partner M fraudulently or in bad faith or attributable to the fraud, bad faith or wilful misconduct of General Partner M, its officers, directors, employees or agents.

The Class M Partnership Agreement also generally provides that General Partner M shall be indemnified by the Class M Partnership against claims and liabilities incurred by General Partner M in relation to the execution of its duties under the Class M Partnership Agreement.

#### Termination of the Class M Partnership

The Partnership shall commence dissolution and wind up of its affairs upon the first to occur of the following events: (a) the determination of the Trust (as sole limited partner) to such effect (any such dissolution to be in accordance with any terms in such regard set forth in such resolution); and (b) when so required by operation of law or judicial decree. The Partnership shall not be automatically dissolved or terminated as a result of the amendment of the Class M Partnership Agreement or the Certificate or the removal, withdrawal of, death, mental incompetence, bankruptcy, insolvency, dissolution, liquidation, winding-up or receivership of any partner.

Prior to the termination of the Class M Partnership, General Partner M will, to the extent possible, convert the assets of the Class M Partnership to cash and will satisfy or make appropriate provisions for all liabilities of the Class M Partnership.

The proceeds of liquidation of the assets of the Class M Partnership on dissolution shall be distributed in the following order and manner (and all within 30 days of liquidation): (i) payment of the expenses of liquidation and the debts and liabilities of the Class M Partnership (excluding those debts and liabilities addressed otherwise below), or to make due provision for payment thereof; (ii) payment of all amounts owing to General Partner M in respect of costs, fees, and expenses owing to it pursuant to the Class M Partnership Agreement; (iii) set aside such reserves as are reasonably necessary for any contingent or unforeseen liability or obligation of the Class M Partnership which shall be held in escrow for payment of liabilities or obligations of the Class M Partnership; (iv) to each partner, the amount of the then balance of its respective capital account; and (v) with respect to the balance of the proceeds of liquidation then remaining, if any, to the Trust (as sole limited partner).

### ITEM 3 COMPENSATION AND SECURITY HOLDINGS OF CERTAIN PARTIES

#### 3.1 Compensation and Securities Held

The following table provides specified information about each director and officer of the Trustee and promoter of the Trust, each director and officer of General Partner M and each person who directly or indirectly, beneficially owns or controls 10% or more of any class of voting securities of the Trust (a "**Principal Holder**"). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly, beneficially owns or controls more than 50% of the voting rights of the Principal Holder:

Name and municipality of principal residence	Position held	Compensation paid by the Trust since inception and the compensation anticipated to be paid in current financial year	Number, type and percentage of securities of the Trust held after completion of the Minimum Offering	Number, type and percentage of securities of the Trust held after the completion of the Maximum Offering
L. Evan Baergen	Director, CEO of Trustee and General Partner M	Nil	-	-
Dwight Martin	Settlor of the Trust	Nil	-	-
Jessica Friesen	Initial Unitholder of the Trustee	Nil	1 Class M Unit – 0.000013% (Initial Unitholder)	1 Class M Unit – 0.00001% (Initial Unitholder)

### 3.2 Management Experience

The following table discloses the principal occupations of the officers and directors of the Trustee over the past 5 years:

Name and municipality of principal residence	Management Experience
L. Evan Baergen Delta, BC	Evan has been active in a broad spectrum of enterprises encompassing various business sectors, including manufacturing, technology, consulting, and service industries. Evan graduated from the Electronic Engineering Technology program at the Northern Alberta Institute of Technology, before earning his Bachelor of Business Administration at Simon Fraser University. He then became a Chartered Professional Accountant, having articulated with Price Waterhouse. He has been CEO or CFO in various Canadian and US public and private companies, and has been involved in turnarounds, technology project implementations, and various advisory engagement roles. Evan has also been active in mergers and acquisitions, as well as several start-ups. He has served, or currently serves, as an officer or director of numerous public, private, and not-for-profit companies.

### 3.3 Penalties, Sanctions, Bankruptcy, Insolvency and Criminal or Quasi-Criminal Matters

No: (i) penalty or other sanction imposed by a court relating to a contravention of securities legislation; (ii) penalty or other sanction imposed by a regulatory body relating to a contravention of securities legislation; nor (iii) order restricting trading in securities (not including an order that was in effect for less than 30 consecutive days) has occurred during the 10 years preceding the date of the Offering Memorandum with respect to a director, executive officer or control person of the Trust, or an issuer of which any of such persons was a director, executive officer or control person at the time.

During the 10 years preceding the date of this Offering Memorandum, no director, executive officer or control person of the Trust, or an issuer of which any of such persons was a director, executive officer or control person at the time, was the subject of a (i) a declaration of bankruptcy; (ii) a voluntary assignment in bankruptcy; (iii) a proposal under bankruptcy or insolvency legislation; or (iv) a proceeding, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets.

Neither the Trust nor any director, executive officer or control person of the Trust has ever pled guilty to or been found guilty of any of the following: (i) a summary conviction or indictable offence under the Criminal Code (Canada); (ii) a quasi-criminal offence in any jurisdiction of Canada or a foreign jurisdiction; (iii) a misdemeanour or felony under the criminal legislation of the United States of America, or any state or territory of the United States of America; or (iv) an offence under the criminal legislation of any other foreign jurisdiction.

### 3.4 Certain Loans

As at the date of this Offering, there is no outstanding indebtedness between the Trust and its Trustee(s), management, promoters or principal holders.

## ITEM 4 CAPITAL STRUCTURE

### 4.1 Capital

#### Capital of the Trust

The following table sets out the capitalization of the Trust:

Description of security	Price per security	Number authorized to be issued	Number outstanding as at 10/1/2025	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Class M Units	\$1.00	Unlimited	1	75,001	100,001

The Trust is authorized to issue an unlimited number of Class M and Class A units. As of the date of this Offering, no Trust Units have been issued other than one Class M Unit to the Initial Unitholder and the terms of each of the Trust Units has not been determined by the Trust with the exception of the Class M Units. If Trust Units from the other classes are issued, the Trust Deed will be amended as required.

#### Capital of the Class M Partnership

The following table sets out the capitalization of the Class M Partnership:

Description of security	Price per security	Number authorized to be issued	Number outstanding as at 10/1/2025	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Class M Partnership Units	\$1.00	Unlimited	1	75,001	100,001

### 4.2 Long Term Debt

The Trust and the Class M Partnership presently have no long-term debt.

### 4.3 Prior Sales

The Trust has issued the following Trust Units within the last 12 months:

Date of Issuance	Type of Security Issued	Number of Securities Issued	Price Per Security	Total Funds Received
6/4/2024	Class M Unit	1	\$1.00	\$1.00

The Class M Partnership has issued the following Class M Partnership Units within the last 12 months:

Date of Issuance	Type of Security Issued	Number of Securities Issued	Price Per Security	Total Funds Received
9/24/2025	Class M Partnership Unit	1	\$1.00	\$1.00

## ITEM 5 SECURITIES OFFERED

The Trust is offering Class M Units for \$1.00 per unit. Subscribers must each subscribe for 500 Class M Units for a subscription amount of \$500. Subscribers may not subscribe for additional Units.

The holder of any Class M Units will be a Class M Unitholder in accordance with the Trust Deed. By subscribing for Units, you are agreeing to be bound by the Trust Deed. You are advised to obtain independent legal advice regarding the terms and conditions of the Trust Deed prior to subscribing for any Trust Units.

The Trust Deed governs the rights and obligations of the Unitholders and the Trustee. The following is a summary of certain material provisions of the Trust Deed and other documents. This summary does not purport to be complete, and reference should be to the Trust Deed and other documents, copies of which are available from the Trustee and may requested by emailing the Trustee at [Evan@AxiomAdvisors.ca](mailto:Evan@AxiomAdvisors.ca). **See also Item 2.7.1 – “Trust Deed”**.

### 5.1 Terms of Securities

The information in this Item 5.1 reflects the terms of the Trust Deed. Reference should be made to the entirety of the Trust Deed, copies of which is available upon request by emailing the Trustee at [Evan@AxiomAdvisors.ca](mailto:Evan@AxiomAdvisors.ca).

#### 5.1.1 General

The beneficial interests in the Trust are represented and constituted by Trust Units, which may be issued in more than one class and series, and each series may be subject to different fees and rights. The Trust may create additional classes and series of Trust Units without notice to existing Unitholders. **See Item 2.7.1 – “Trust Deed”**.

Fractional Trust Units shall not be issued. If and to the extent a circumstance arises which would result in the

issuance of a fractional unit, the Trustee shall round the Trust Unit issuance up to the nearest whole number. Outstanding Trust Units of any class may be subdivided or consolidated in the Trustee's discretion from time to time.

The Trustees will determine the number of classes of Trust Units and establish the attributes of each class, including investor eligibility, the designation and currency of each class, the initial closing date and initial offering price for the first issuance of Trust Units of the class, any minimum initial or subsequent investment thresholds, any minimum account balances, valuation frequency, fees and expenses of the class, sales or redemption charges payable in respect of the class, redemption rights, convertibility among classes and any additional class specific attributes.

Each whole Trust Unit of a particular class entitles the Unitholder to the same rights and obligations as a holder of any other Trust Unit of the same class and no holder of Trust Units of a particular class is entitled to any privilege, priority or preference in relation to any other holder of Trust Units of the same class.

There is currently one class of Trust Units authorized for issuance by the Trust. The terms of the Class M Trust Units are set out in the Trust Deed.

Each class of Trust Unit is issuable in series and entitled to the rights and subject to the limitations, restrictions and conditions set out in the Trust Deed, including the right to vote and to participate pro rata in any distributions from the Trust. Except for the fees and commissions payable in respect thereon, each class of Trust Unit has identical rights, restrictions and conditions. Each such Trust Unit is without nominal or par value, entitles the holder thereof to one vote at all meetings of Unitholders, to the pro rata right to receive distribution, to participate pro rata upon dissolution or liquidation, and to the right of redemption under the terms and conditions set forth in the Trust Deed. The Trust is authorized to issue an unlimited number of any class of Trust Units.

No Trust Unitholder has or is deemed to have any right of ownership in any of the assets of the Trust. Unitholders cannot transfer their Trust Units except in very limited circumstances. **See Item 8.1 – "Risk Factors – Illiquidity of Units"**.

### **5.1.2 Trust Units**

The Class M Units offered for sale under this Offering Memorandum are trust units of the Trust. No commissions are payable in connection with the purchase of the Class M Units. **See Item 7 – "Compensation Paid to Sellers and Finders"**.

#### Capital Contribution

In connection with the subscription for Class M Units under the Offering, each Subscriber will contribute to the capital of the Trust in an amount equal to the purchase price per Unit. No Class M Unitholder will be required to make any contribution to the capital of the Trust in excess of that amount.

### Voting Rights

Each Class M Unit shall entitle the holder thereof to receive notice of and to attend all meetings of the Class M Unitholders of the Trust and to one (1) vote in respect of such Class M Unit at all such meetings.

### Participation Upon Liquidation or Winding-Up

In the event of the liquidation and winding up of the Trust, the Class M Unitholders shall be entitled to participate in the distribution of any assets attributable to the Class M Units but shall not be entitled to participate on the assets of the Trust or of any other class of units of the Trust. Such distribution to which Class M Unitholders are entitled shall be made pro-rata in accordance with their respective interests in the Class M Units, without preference or distinction.

### Cash Distributions

Unitholders are entitled to receive annual distributions as provided by the terms of the Trust Deed, subject to the ability of the Trust to make cash distributions on the Trust Units, which is dependent upon the Trust receiving distributions directly from the Class M Partnership in respect of the Class M Partnership Units held by the Trust.

In respect of each fiscal year of the Trust, the Trust will allocate to the Unitholders not less than such amount of income (in respect of the taxable income and net realized capital gains, if any, of the Trust for such year) as is necessary to ensure that the Trust will not be liable for ordinary income taxes under the Tax Act in such year. In this regard, the Trust intends that any cash distributed to Unitholders, will to the extent possible, match the income allocated to Unitholders. However, if the Trust does not have sufficient cash to distribute in respect of such income, then Unitholders would receive an income allocation through a distribution of Trust Units to the extent necessary to ensure that the Trust does not have an income tax liability under Part I of the Tax Act, which would result in Unitholders receiving an income allocation without a corresponding cash distribution. 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.

In addition, The Trustee shall, in respect of Class M Units, on or before each "Distribution Record Date" of the Class M Units (as provided for in the Trust Deed and being, in the case of Class M Units, December 31 of each calendar year, or such other date(s) as may be determined from time to time by the Trustee) declare a preferred distribution ("**Preferred Distribution**") with a view to generating a return of up to 6% per annum on the amount of capital contributed to the Trust from time to time in connection with the acquisition of Class M Units. The Trustee, in its sole discretion and in respect of any distribution period, shall determine the applicable percentage of the Preferred Distribution, it being the intent that the percentage be 6% per annum unless it is determined by the Trustee (fully exercising its fiduciary duty to all Classes) that the then payment of a Preferred Distribution at such rate would

cause undo financial hardship to or insolvency of one or more Partnership(s), in which case the Trustee shall determine, in its sole discretion and fully exercising its fiduciary duty to all classes, a lesser percentage (which may be 0%) for the subject Preferred Distribution which avoids the causation of any aforesaid financial hardship or insolvency. A Preferred Distribution shall, in each case, be made out of the income of the Trust, net realized capital gains, capital or other amounts, all as then determined by the Trustee in its sole discretion. Each Preferred Distribution shall be declared in respect of the Unitholders of the Class M Units on a proportionate basis. A Preferred Distribution shall be paid and delivered in cash on the Distribution Payment Date in respect of such distribution period, unless the Trustee determines that the Trust does not have available cash in an amount sufficient to make payment of the full amount of any cash distribution, in which case such payment may be satisfied by way of the issuance of additional Class M Units, the distribution of Trust assets or the issuance of demand, non-interest bearing unsecured promissory notes, including promissory notes that are exchangeable for Units, having an aggregate value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustee to be available for the payment of such distribution.

To the extent distributions are calculated in respect of a distribution period and payable at the end of such distribution period, if for any reason, including the termination of the Trust, such distribution period is not completed or such amounts are no longer payable, then the distribution will be pro-rated to the end of the shortened distribution period and be payable at the end of such shortened distribution period.

The return on an investment in the Units is not comparable to the return on an investment in fixed income securities. Cash distributions to Unitholders are not guaranteed and are not fixed obligations of the Trust. Any receipt of cash distributions by a Unitholder is at any time subject to the terms of the Trust Deed. **See Item 8.1 – "Risk Factors – Investment Risk"**.

#### Transfer of Trust Units

Subject to the provisions of the Trust Deed and applicable laws (including securities laws), the Trust Units are fully transferable as between persons, but no transfer of Trust Units is effective as until the transfer has been recorded on the register maintained by the Trust. Note that under applicable securities laws, the Trust Units are restricted securities, and any transfer may only be made as permitted under applicable securities laws, including any proposed transferee having the appropriate exemptions from the prospectus requirements. **See "Item 8 – Risk Factors" and "Item 10 – Resale Restrictions"**. Further, the transfer of Trust Units will not be permitted where the beneficial owner of the Trust Units is a non-resident of Canada. See **"Item 5.1.2 – Trust Units - Restriction on Non-Resident Ownership"**.

#### Redemption of Trust Units

Subject to certain restrictions, each Unitholder is entitled to require the Trust to redeem, at any time, all or any part of the Units owned by the Unitholder. In order to redeem Trust Units, a Unitholder is required to provide written notice in the form specified by the Trustee. Upon receipt of a notice to redeem Units, the holder of such Units tendered for redemption shall thereafter cease to have any rights with respect to such Units, including the

right to receive any distributions which are declared payable to the Unitholders of record on a date which is subsequent to the date of the notice.

Subject to certain limits as described below, the holder of Units tendered for redemption is entitled to receive the holders' proportionate share of the Net Asset Value for that particular Class of Trust Units. **See "Item 5.3 – Determination of Net Asset Value" below.**

If the total amount payable by the Trust in respect of all Trust Units tendered for redemption in the same calendar month exceeds \$25,000, such Trust Units will be redeemed by a distribution in specie on a pro rata basis (unless such the monthly cash distribution is waived by the Trustees, in their sole discretion). In specie redemptions will be paid through: (i) the issue of Redemption Notes by the Trust (ii) a distribution or transfer of the Trust's assets or (iii) a combination of Redemption Notes, Trust assets and cash as determined in the discretion of the Trustees.

Subscribers should note that Redemption Notes will not be a qualified investment for tax-exempt subscribers. **See Item 6.2.4 - "Taxation of Unitholders" and Item 8.1 - "Risk Factors – Redemption Right" and "Risk Factors – Eligibility for Investment by Exempt Plans".**

#### Restrictions on Non-Canadian Citizens and Non-Resident Ownership

In order for the Trust to maintain its status as a mutual fund trust under the Tax Act, there are restrictions on beneficial ownership of the Trust by Non-Residents. At no time may Non-Residents be the beneficial owners of more than 49 percent of the Trust Units (of all Classes) then outstanding.

As such, the Trustee will use commercially reasonable efforts to monitor the beneficial ownership of the Trust Units and will require declarations in the Subscription Agreement as to citizenship and immigration status and the jurisdiction in which the beneficial owner of Trust Units is resident. If the Trustee becomes aware that the beneficial owners of 49 percent or more of the Trust Units (of all Classes) then outstanding are, or may be, Non-Residents, or that such a situation is imminent, the Trustee may make a public announcement thereof and the Trustee shall not accept a subscription for Trust Units from, or issue or register a transfer of Trust Units to, a Person unless the Person provides a declaration that the Person is not a Non-Resident of Canada.

If, notwithstanding the foregoing, the Trustee determines that 49 percent or more of the Trust Units are held by Non-Residents, the Trustee may, upon receiving suitable indemnity from the Trust, send a notice to Non-Resident holders of Trust Units, as applicable, chosen in inverse order to the order of acquisition or registration or in such other manner as the Trustee may consider equitable and practicable, require such Non-Resident holders to either provide the Trustee with satisfactory evidence that they are not Non-Residents or sell their Trust Units or a specified portion thereof, in each case, within a specified period of not less than 60 days. If the Unitholders receiving such notice have not sold the specified number of Trust Units or provided the Trustees with satisfactory evidence that they are not Non-Residents of Canada within such period, the Trustee may on behalf of such Unitholders sell such Trust Units in such manner and for such price as the Trustee determines, and in the interim, the Trustee shall suspend the voting and distribution rights attached to such Trust Units. Upon such sale, the Unitholders thereby

affected shall cease to be holders of Trust Units and their rights shall be limited to receiving the net proceeds of sale of such Trust Units (net of applicable taxes and costs of sale) upon compliance with requirements of the Trustee.

## **5.2 Issuance of Trust Units**

The Trust is authorized to issue Class M Units and Class A Units. Each Trust Unit will be issued at a price of \$1.00 each and the Trustee is not permitted to alter this price. The Trust may create additional Classes of Trust Units in the future. With the exception of Class M Units, the terms of the other Trust Units are not created, and the Trust Deed will be amended by the Trustee prior to the issuance of the other Classes of Trust Units. As the proceeds from the sale of each Class of Units is invested into its own class limited partnership, future issuances of other Classes of Trust Units will not affect the Class M Units' entitlement to the proceeds from the investment into the Class M Partnership.

## **5.3 Determination of Net Asset Value**

The Net Asset Value for each class of Trust Units shall be calculated as at December 31 of each year (and may be calculated on additional dates as well if required by the Trustee) by or under the authority of the Trustee. The Trustee may engage a third party to calculate the Net Asset Value of each class of Trust Units. The Net Asset Value of each class of Trust Units calculated in respect of a valuation date shall remain in effect until the determination of the next Net Asset Value of each class of Trust Units.

Net Asset Value of each class of Trust Units shall be calculated by subtracting the aggregate liabilities (including accrued expenses) for that particular class of Trust Units from the aggregate assets for that particular class of Trust Units. For a more detailed description of how the Net Asset Value of the Trust is determined, Investors should review the Trust Deed.

## **5.4 Distribution Upon Wind-up**

### Partnership

Upon the termination of the Class M Partnership, the net assets, following payment or appropriate provision for all liabilities of the Class M Partnership, will be distributed as follows:

- (a) Firstly, the holders of Class M Partnership Units (the only holder being the Trust) shall receive, on a pro rata basis, a return of invested capital;
- (b) Secondly, the holders of Class M Partnership Units shall receive a sum equal to 6% per Class M Partnership Unit per annum from the date of subscription (not compounded) for each year or partial year that such Class M Partnership Units were held, less any distributions already received;
- (c) Finally, the remaining balance will be paid to the holders of Class M Partnership Units.

## Trust

Upon the termination of the Class M Partnership, the net assets, following payment or appropriate provision for all liabilities of the Class M Partnership, will be distributed to the Class M Unitholders based upon each holder's proportionate share of the assets of the Trust attributable to the Class M Units.

### **5.5 Subscription Procedure**

This Offering is only available to residents of British Columbia. Subscribers must subscribe for 500 Class M Units.

## Subscription Documents

Subscribers will be required to enter into a Subscription Agreement with the Trust which will contain, among other things, representations, warranties and covenants by the Subscriber that it is duly authorized to purchase the Units, that it is purchasing the Units as principal and for investment and not with a view to resale and as to its corporate or other status to purchase the Units and that the Trust is relying on an exemption from the requirements to provide the Subscriber with a prospectus and, as a consequence of acquiring the securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber.

Reference is made to the Subscription Agreement attached as Schedule A to this Offering Memorandum for the terms of these representations, warranties and covenants.

In order to subscribe for the Units, a Subscriber must complete and execute (if received in electronic format) or complete, execute, and deliver the following documentation to the Trust at 5290 Oak Place Delta, BC, V4K 1L9:

- (a) One (1) completed and signed copy of the Subscription Agreement for Units (including any schedules attached thereto); and
- (b) eTransfer to payment@axiomadvisors.ca or cheque payable to "AXIOM ADVISORS" in an amount equal to \$500 (as set forth in the Subscription Agreement);
- (c) Two (2) completed and executed copies of the Risk Acknowledgment Form (Form 45-106F4) attached to the Subscription Agreement.

Subject to applicable securities laws and the Subscriber's two-day cancellation right, a subscription for Units, evidenced by a duly completed Subscription Agreement delivered to the Trust shall be irrevocable by the Subscriber. **See Item 11 – "Purchasers' Rights"**.

Subscriptions for Units will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Trust to close the subscription books at any time, without notice. If a Subscription Agreement for Units is not accepted, all subscription proceeds will be promptly returned to the Subscriber without interest.

The subscription funds will be held in trust until midnight of the second business day subsequent to the date that each Subscription Agreement is signed by a Subscriber.

The Trust uses an electronic book-entry system to record ownership of the Trust Units. No physical certificates evidencing ownership of Trust Units will be issued to Unitholders. Ownership of Trust Units will be represented by a physical register or such electronic means in accordance with industry standards and maintained by the Trustee.

## **5.6 Exemptions from Prospectus Requirements**

This Offering is subject to the exemptions from the prospectus requirements afforded by Section 2.9 of NI 45-106. The exemption pursuant to Section 2.9 of NI 45-106 is available for distributions to investors purchasing as principals, who receive this Offering Memorandum prior to signing the Subscription Agreement and who sign Risk Acknowledgment Forms attached to the Subscription Agreement as Exhibit A and Exhibit B.

The foregoing exemptions relieve the Trust from the provisions of the applicable securities laws of each of the Provinces and Territories of Canada, which otherwise would require the Trust to file and obtain a receipt for a prospectus. Accordingly, prospective investors for the Units will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of Provinces and Territories allow the Trust to offer the Units for sale directly to Subscribers.

## **5.7 Fees and Expenses**

The Trust may have multiple classes and series of Trust Units that have different fees associated with them. Each class of Trust Units is responsible for the fees attributable to that class. All Trust Units of a particular class are entitled to participate pro-rata with other Trust Units of the same class with respect to: (a) payments or distributions made by the Trust to the Unitholders of that class; and (b) upon liquidation of the Trust, in any distributions to Unitholders of that class of net assets of the Trust remaining after satisfaction of outstanding liabilities.

# **ITEM 6 INCOME TAX CONSEQUENCES AND EXEMPT PLAN ELIGIBILITY**

## **6.1 Tax Advice**

**You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.** The following summary is not a tax opinion on the tax status of the Trust Units, but our understanding of the current provisions and regulations of the Tax Act. The Trust has not obtained, nor sought, an advance tax ruling from the CRA in respect of any of the matters discussed herein.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax

considerations. This summary is not intended to be, nor should it be construed to be, legal or tax advice or representations to any particular Unitholder and may not be applicable to all Unitholders. Accordingly, each Investor should obtain independent advice regarding the income tax consequences of investing in Trust Units with reference to the Investor's particular circumstances.

## **6.2 Certain Canadian Federal Income Tax Considerations**

The following is a summary, as of the date hereof, of the principal Canadian federal income tax considerations generally applicable to a person who acquires, as beneficial owner, Trust Units pursuant to this Offering Memorandum and who, for the purposes of the Tax Act and at all relevant times: (a) is or is deemed to be resident in Canada; (b) deals at arm's length with the Trust; (c) is not affiliated with the Trust; and (d) holds the Trust Units as capital property (a "Unitholder").

Trust Units will generally be considered to be capital property unless the Unitholder acquires or holds the Trust Units in the course of carrying on a business or is engaged in an adventure in the nature of trade with respect to the Trust Units.

Certain Unitholders (other than certain traders or dealers in securities) who are resident in Canada for the purposes of the Tax Act and whose Trust Units might not otherwise qualify as capital property may be entitled to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their Trust Units (provided that the Trust is a "mutual fund trust" for the purposes of the Tax Act), and any other "Canadian security" (as defined in Subsection 39(6) of the Tax Act), owned or subsequently acquired by them, deemed to be capital property for the purposes of the Tax Act. Unitholders contemplating making such an election should first consult with their own tax advisors.

The Trustee believes the following tax summary to be accurate and is providing the information below for the subscriber's review.

### **6.2.1 Status of the Trust**

This summary assumes that the Trust will, at all relevant times, qualify as a "mutual fund trust" for the purposes of the Tax Act and that the Trust will validly elect under the Tax Act to be a mutual fund trust from the date it was established.

It is the Trustee's belief that the Trust meets and intends to continue to meet the requirements necessary for it to qualify as a mutual fund trust for the purposes of the Tax Act. If the Trust were to not qualify as a mutual fund trust at any particular time, the tax considerations for the Trust and Unitholders could, in some respects, be materially and adversely different from those contained herein.

## **6.2.2 The SIFT Rules**

This summary is also based on the assumption that the Trust will at no time be a "SIFT trust", as defined in subsection 122.1(1) of the Tax Act (a "**SIFT Trust**"). The Trust intends to meet the requirements to not be a SIFT Trust on the basis that no Trust Units or other investments in the Trust will be listed or traded on any stock exchange or public market, as defined in subsection 122.1(1) of the Tax Act.

The foregoing is based on the assumption that no Trust Units or other interests in the Trust will be listed or traded on any stock exchange or other public market and, accordingly, the Trust will not be a SIFT Trust. However, there can be no assurance that subsequent investments or activities undertaken by the Trust will not result in the Trust becoming a SIFT Trust subject to the SIFT Rules.

## **6.2.3 Taxation of the Trust**

The Trust is subject to tax on its income in each taxation year, including net realized taxable capital gains, dividends and interest received or receivable, less the portion thereof that is paid or payable in the year to Unitholders and which is deducted by the Trust in computing its income for the purposes of the Tax Act. An amount will be considered to be payable to a Unitholder in a taxation year if it is paid in the year by the Trust or such Unitholder is entitled in that year to enforce payment of the amount. The taxation year of the Trust is December 31 of each year.

In computing its income, the Trust will be entitled to deduct reasonable current administrative and other expenses incurred by it to earn income. Reasonable expenses incurred in respect of the issuance of Trust Units generally may be deducted by the Trust on a five-year, straight-line basis.

It is the Trust's current intention to make payable to Unitholders each year sufficient amounts such that the Trust is not expected to be liable for any material amount of tax under Part I of the Tax Act. However, there can be no assurance that the Trust will not adopt a different approach.

## **6.2.4 Taxation of Unitholders**

### Trust Distributions

A Unitholder will generally be required to include in computing the Unitholder's income for a particular taxation year, as income from property, the portion of the net income of the Trust, including taxable dividends and net realized taxable capital gains, that is paid or payable to the Unitholder in that taxation year, whether that amount is paid or payable in cash, additional Trust Units, Trust assets or otherwise. Accordingly, a Unitholder's allocation of income for the purposes of the Tax Act in a particular year may exceed the amount of cash distributions received by such Unitholder. Any loss of the Trust cannot be allocated to or treated as a loss by a Unitholder.

Provided that appropriate designations are made by the Trust, certain types of income of the Trust from certain sources are deemed to have been received by a Unitholder as income from such sources, so that such income

generally retains its character for tax purposes in the hands of the Unitholder. Sources of income that may be so designated include taxable dividends from taxable Canadian corporations, net taxable capital gains and income from foreign sources.

The non-taxable portion of net realized capital gains of the Trust that is paid or payable to a Unitholder in a taxation year generally will not be included in computing the Unitholder's income for the year and will not reduce the adjusted cost base of the Unitholder's Trust Units. Any other amount (other than as proceeds of disposition in respect of the redemption of Trust Units) in excess of the net income of the Trust that is paid or payable by the Trust to a Unitholder in a year will generally not be included in the Unitholder's income for the year. However, where any such other amount is paid or payable to a Unitholder (other than as proceeds of disposition of Trust Units) the adjusted cost base of the Trust Units held by such Unitholder will be reduced by such amount. To the extent that the adjusted cost base to a Unitholder 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 Unitholder from the disposition of the Trust Unit in that year, and immediately thereafter the amount of such capital gain will be added to the adjusted cost base of such Trust Unit.

#### Purchases of Trust Units

A Unitholder who purchases Trust Units during a particular taxation year of the Trust may become taxable on a portion of the net income of the Trust that is accrued or realized by the Trust in a period before the time the Trust Unit was purchased but which was not paid or made payable to Unitholders until the end of the period and after the time the Trust Unit was purchased. A similar result may apply on an annual basis in respect of a portion of capital gains accrued or realized by the Trust in a year before the time the Trust Unit was purchased but which is paid or made payable by the Trust at year end and after the time the Trust Unit was purchased by the Unitholder.

#### Disposition of Trust Units

On the disposition or deemed disposition of Trust Units, a Unitholder will generally realize a capital gain (or a capital loss) equal to the amount by which the Unitholder's proceeds of disposition (excluding any amount payable by the Trust which represents an amount that must otherwise be included in the Unitholder's income as described herein, including any capital gain or income realized by the Trust in connection with a redemption which the Trust has designated to the redeeming Unitholder) are greater (or less) than the aggregate of the Unitholder's adjusted cost base of the Trust Units and any reasonable costs incurred by the Unitholder in connection with the disposition. The taxation of capital gains or capital losses is described below under "Capital Gains and Capital Losses".

The adjusted cost base of a Trust Unit to a Unitholder will include all amounts paid or payable by the Unitholder to purchase the Trust Unit, with certain adjustments provided for under the Tax Act. Trust Units issued to a Unitholder as a non-cash distribution of income (including net capital gains) will have a cost amount equal to the amount of such income (including the applicable non-taxable portion of net capital gains). A Unitholder 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 Unitholder as capital property in order to determine the adjusted cost base of the Unitholder's Trust Units at any

particular time. The adjusted cost base of Trust Units disposed of is based on such average calculation immediately prior to the disposition.

Where the Trust redeems Trust Units by distributing Redemption Notes or other property of the Trust to a Unitholder, the Unitholder will also be required to include in income any income, and the taxable portion of any capital gain, that the Trust realizes on or in connection with such in specie distribution of Redemption Notes or other property and designates to such Unitholder. The proceeds of disposition to the redeeming Unitholder will be equal to the fair market value of the Redemption Notes or other property of the Trust so distributed, less any income or capital gain realized by the Trust in connection with such redemption to the extent the Trust designates such income or capital gain to the redeeming Unitholder. The cost of any Redemption Notes or other property distributed in specie by the Trust to a Unitholder upon the redemption of Trust Units will be equal to the fair market value of that property at the time of distribution.

The Unitholder will thereafter be required to include in income interest or other income derived from the Redemption Notes or other property in accordance with the provisions of the Tax Act.

The consolidation of Trust Units will not result in a disposition of Trust Units by Unitholders. The aggregate adjusted cost base to a Unitholder of all of the Unitholder's Trust Units will not change as a result of a consolidation of Trust Units, although the adjusted cost base per Trust Unit will increase.

#### **6.2.5 Capital Gains and Capital Losses**

A Unitholder must include in income for a taxation year one-half of any capital gain (a "taxable capital gain") realized by the Unitholder on a disposition or deemed disposition of a Trust Unit in the year, and the amount of any net taxable capital gains designated by the Trust to the Unitholder in the year. The Unitholder generally must deduct one-half of the amount of any capital loss ("allowable capital loss") realized by the Unitholder in a taxation year on the disposition or deemed disposition of a Trust Unit against the Unitholder's taxable capital gains for the year. Allowable capital losses in excess of taxable capital gains realized by the Unitholder in a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted against net taxable capital gains in any subsequent year, subject to the detailed provisions of the Tax Act.

The amount of any capital loss otherwise realized by a Unitholder that is a corporation or a trust (other than a mutual fund trust) on the disposition of a Trust Unit may be reduced by the amount of any dividend that the Trust receives and designates to the Unitholder, except to the extent that a loss on a previous disposition of a Trust Unit has been reduced by such amount. Unitholders to whom these rules may be relevant should consult their own tax advisors.

#### **6.2.6 Refundable Tax**

A Unitholder which is a Canadian-controlled private corporation ("CCPC"), as defined in the Tax Act, will be subject to a refundable tax in respect of its aggregate investment income for the year, which may include certain income

and capital gains distributed to the Unitholder by the Trust and any capital gains realized on a disposition of Trust Units.

Certain provisions of the Tax Act limit the extent to which a CCPC can claim a refund of a refundable tax in certain circumstances. These provisions also limit the availability of the small business deduction for groups of associated CCPCs earning "adjusted aggregate investment income" exceeding \$50,000 in a taxation year that begins after 2018. CCPCs acquiring Trust Units should consult their own tax advisors with respect to the implications of these provisions as they relate to the acquisition, holding and disposition of Trust Units.

### **6.2.7 Minimum Tax**

A Unitholder who is an individual or trust (other than certain specified trusts) may have an increased liability for alternative minimum tax as a result of capital gains realized on a disposition of Trust Units and net income of the Trust paid or payable, or deemed to be paid or payable, to the Unitholder and that is designated as taxable dividends or net taxable capital gains.

### **6.2.8 Eligibility for Investment by Exempt Plans**

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

Notwithstanding the foregoing, if the Trust Units are a "prohibited investment" for a particular trust governed by a registered retirement savings plan ("RRSP"), registered retirement income fund ("RRIF"), registered education savings plan ("RESP"), registered disability savings plan ("RDSP") or tax free savings account ("TFSA") for the purposes of the Tax Act, the annuitant under the RRSP or RRIF, the subscriber of an RESP or the holder of the RDSP or TFSA, as the case may be, will be subject to a penalty tax under the Tax Act. The Trust Units will generally not be a "prohibited investment" (as defined in subsection 207.01(1) of the Tax Act) for a trust governed by a RRSP, RRIF, RESP, RDSP or TFSA if the annuitant, beneficiary or holder thereunder: (a) deals at arm's length with the Trust for the purposes of the Tax Act; and (b) does not hold a "significant interest" (as defined in subsection 207.01(4) of the Tax Act) in the Trust. In addition, Trust Units will not be a prohibited investment if the Trust Units are "excluded property" (as defined in subsection 207.01(1) of the Tax Act). Unitholders should consult their own tax advisors regarding whether Trust Units would be a prohibited investment under the Tax Act having regard to their own particular circumstances.

Assets received as a result of a distribution or redemption of Trust Units may not be a qualified investment for Exempt Plans, which may give rise to adverse tax consequences to an Exempt Plan or the annuitant, holder or beneficiary thereunder. Unitholders should consult their own tax advisors in this regard.

## **ITEM 7 COMPENSATION PAID TO SELLERS AND FINDERS**

The Trust is not paying commissions or finder's fees.

## **ITEM 8 RISK FACTORS**

The purchase of Units pursuant to this Offering should only be made after consulting with independent and qualified sources of investment and tax advice. An investment in Units at this time is highly speculative due to the stage of the Trust's development and requirement to raise financing to carry out any long-term business plan of the Trust.

An investment in Units is appropriate only for investors who are prepared to invest money for a long period of time and who have the capacity to absorb a loss of some or all of their investment.

Subscribers must rely on the ability, expertise, judgement, discretion, integrity and good faith of the management of the Trust. This Offering is suitable for investors who are willing to rely solely upon the management of the Trust and who could afford a total loss of their investment.

In addition to the risks of purchasing the Units in the Trust found elsewhere within this Offering Memorandum, potential Investors should carefully consider the following factors, many of which are inherent to the ownership of Trust Units. The following risk factors include risk factors that are inherent to the Offering as a result of the Class M Partnership's business. Such risks may not only affect the Class M Partnership, but also, the Trust because the Trust's primary asset is the direct investment in the Class M Partnership. The following is a summary only of the risk factors involved in an investment in the Trust Units. Prospective Investors should review the risks with their financial, legal and tax advisors.

### **8.1 Investment Risk**

#### No Guaranteed Return

There is no guarantee that an investment in the Trust Units will earn any positive return in the short or long-term or that the targeted returns to Investors will be achieved. While the Trust may, in the future, make distributions to its Unitholders out of distributable cash (if any), no assurance can be given that such distributions will ever be made to Unitholders. A return on, or of, investment in the Trust Units is dependent upon the success of the Class M Partnership (in which the Trust is to invest) in generating sufficient capital appreciation and income on assets of the Class M Partnership. Both the Class M Partnership and the Trust could realize losses rather than gains. Actual returns are based on many factors that are not within the control of the Trustee and General Partner M. Actual returns may differ materially from the targeted returns that are stated in this Offering Memorandum. As a result, there is no assurance or guarantee that the Trust and, correspondingly, the purchasers of Trust Units pursuant to the Offering will earn a return on, or of, their investment. An investment in the Trust Units should be considered as speculative and Investors must be able to bear the risk of a complete loss of their investment.

#### Redemption Price

The Redemption Price of Trust Units is the Net Asset Value of that particular Class of Trust Units, as determined by the Trustee as of the day on which a redemption notice required by the Trust Deed is delivered, having reference

to financial statements and such other information as the Trustee may consider appropriate. There is a risk that the determination of the Net Asset Value of that particular Class of Trust Units may be less than the purchase price of the Trust Unit.

### Redemption Right

Redemption rights under the Trust Deed are restricted and provide only a limited opportunity for Investors to liquidate their investment in Trust Units. In accordance with the terms of the Trust Deed, the entitlement of a Unitholder to receive cash upon the redemption of such holder's Trust Units is subject to limitations. **See Item 5.1.2 – "Redemption of Trust Units"**.

The redemption price for Trust Units paid by the Trust may not be paid in cash in certain circumstances but instead may be paid through the issue of Redemption Notes by the Trust. Redemption Notes issued by the Trust will be unsecured debt obligations of the Trust and may be subordinated to other financing obtained by the Trust. Notwithstanding the foregoing, circumstances may arise resulting in the Trust not having funds available to pay on maturity the principal balance and accrued unpaid interest owing on any Redemption Notes issued. Redemption Notes, if issued by the Trust, may, in certain circumstances, have priority over Trust Units in the event of the liquidation of the assets of the Trust. There are various considerations with respect to creditor rights and bankruptcy law that will need to be considered both at the time Redemptions Notes are issued and at the time of any liquidation of the assets of the Trust in order to determine if such a priority exists.

Redemption Notes will not be liquid and will not be a qualified investment for Exempt Plans and will be a prohibited investment for Exempt Plans. Adverse tax consequences generally may apply to a Unitholder, or Exempt Plan and/or its annuitant, beneficiary thereunder or holder thereof, as a result of the redemption of Trust Units. Accordingly, Investors that propose to invest in Trust Units through Exempt Plans should consult their own tax advisors before doing so to understand the potential tax consequences of exercising their redemption rights attached to such Units.

### Limitation on Payment of Redemption Price in Cash

The total cash amount available for the payment of the redemption price of Trust Units by the Trust is limited to \$25,000 during any calendar month provided that the Trustee may, in its sole discretion, waive such limitation in respect of all Trust Units tendered for redemption in any calendar month.

### Illiquidity of Units

There is currently no market through which the Trust Units may be sold, and none is expected to develop. Units are only transferable subject to the terms of the Trust Deed and Canadian securities law restrictions. In general, under applicable securities laws, the Trust Units can be lawfully traded or resold by an Investor only if one of the following conditions is satisfied: (i) a statutory exemption, under the applicable securities legislation, from the prospectus and registration requirements is available for the Investor to rely upon in order to effect the trade being

contemplated; or (ii) an appropriate discretionary order is obtained by the Investor, under the applicable securities laws, to permit the trade being contemplated.

The Trust is not a reporting issuer (as defined in applicable securities legislation) in any jurisdiction. Therefore, unless and until the Trust becomes a reporting issuer, where no statutory exemption may be relied upon and no discretionary order is obtained in order to affect a future disposition of the Trust Units, an Investor might be required to hold the Trust Units indefinitely. Under certain conditions, redemptions of Trust Units may not be payable in cash but rather satisfied through the distribution of other property of the Trust or Redemption Notes, in respect of each of which there will not be a market for such securities. Considering the foregoing, an investment in the Trust Units is only suitable for investors who do not need liquidity with respect to their investment. The principal assets of the Trust will be the Class M Partnership Units, which are illiquid. There is currently no market through which the Class M Partnership Units may be sold and none is expected to develop.

#### Loss of Investment in the Event of a Unitholder Default

In the event that certain representations and warranties of a Unitholder as set forth in the Trust Deed should prove to be untrue, or a Unitholder fails to provide the Trust with requested information, or a Unitholder otherwise is in breach of its obligations under the Trust Deed (and fails to remedy same), the Trust has the right to sell or repurchase the Trust Units of such Unitholder. **See Item 5.1.2 – "Trust Units – Restrictions on non-Canadian Citizens and Non-Resident Ownership."**

#### Legal Rights Normally Associated with the Ownership of Shares of a Corporation

Holders of the Trust Units do not have the statutory rights normally associated with ownership of shares of a company including, for example, the right to bring "oppression" or "derivative" actions against the Trust. 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 statute or any other legislation. Furthermore, neither the Trust nor any of the Trustees is a trust company and, accordingly, is not registered under any trust and loan company legislation as it does not carry on or intend to carry on the business of a trust company. Neither is the Trust a legally recognized entity within the relevant definitions of the *Bankruptcy and Insolvency Act* (Canada) or, *The Companies' Creditors Arrangement Act* (Canada). As a result, if a restructuring of the Trust were necessary, the Trust would not be able to access the remedies available under these statutes.

#### Mutual Fund Trust Status

Should the Trust fail or cease to qualify as a mutual fund trust, the income tax considerations respecting the Trust would be materially different from those described in the summary under Item 6.1 – Income Tax Consequences and Exempt Plan Eligibility, and in particular the following adverse income tax consequences may result:

- (a) The Trust Units would not be qualified investments for Exempt Plans with the result that an Exempt Plan may become subject to a penalty tax, 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 Trust will be required to pay a tax under Part XII.2 of the Tax Act.
- (c) The Trust will cease to be eligible for the capital gains refund mechanism available to mutual fund trusts.
- (d) The Trust will be subject to alternative minimum tax under the Tax Act.

#### Limited Voting Rights and Statutory Remedies

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

Unitholders are not shareholders and do not enjoy the rights and privileges generally offered to shareholders of a corporation incorporated under the corporate statutes of any provincial or federal government. Although the Trust Deed confers upon 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 corporate statutes of a provincial or federal government, significant differences do exist.

However, unlike a corporation, the Trustee(s) will not be elected by Unitholders but rather shall be appointed, removed and replaced by the Initial Trustee. Any Trustee may only be removed from office for cause by resolution passed by not less than two-thirds of the remaining Trustees. Further, unlike a corporation, Unitholders do not have the right to appoint the Trust's auditor; rather such right is held by the Trustees. In addition, the matters in respect of which Unitholder approval is required under the Trust Deed are generally less extensive than the rights conferred on the shareholders of a corporation.

The Trust Units will not generally vote, except in cases where a fundamental change to the Trust (such as an amendment to the Trust Deed) is required. Where the general nature of the business to be transacted at a Unitholder meeting concerns an issue relevant to all Unitholders of the Trust, all classes will be voted together. Where an issue may affect the Unitholders of a particular class in a manner that is materially different from another class, only Unitholders of those classes to which such business is relevant will be entitled to vote and such Trust Units will be voted separately as a class.

Other than as described in the Trust Deed, Unitholders do not have recourse to a dissent right under which shareholders of a 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: (a) the business or businesses that the corporation can carry on, or (b) the issue, transfer or ownership of shares.

Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of a corporation where the corporation undertakes actions that are oppressive, unfairly prejudicial or disregard the interests of security holders and certain other parties. Shareholders of a corporation may also apply to a court to order the liquidation and dissolution of the corporation in those circumstances, whereas Unitholders could rely

only on the general provisions of the Trust Deed, which permit the termination of the Trust with the approval by special resolution. The Trust Deed does not include a comparable right of Unitholders to commence or participate in legal proceedings with respect to the Trust.

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

### Liability of Unitholders

There is a risk that a party may seek to assert that Unitholders be held personally liable for the obligations of the Trust or in respect of claims against the Trust. Such risks are expected to be limited since the Trust intends to limit its investments to indirect investment in Partnership Units and the Trust does not intend to carry on any active business. However, there is no assurance that Unitholders will not be personally liable for the obligations of the Trust.

Pursuant to the Trust Deed, if any 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 Trust, or any action taken on behalf of the Trust, such Unitholder is entitled to indemnity and reimbursement out of the Trust 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 fees and disbursements of counsel. The rights accruing to a Unitholder do not exclude any other rights to which such Unitholders may be lawfully entitled, nor does anything contained in the Trust Deed restrict the right of the Trustees to indemnify or reimburse a Unitholder out of the Trust's assets in any appropriate situation not specially provided herein but, for greater certainty, the Trustees have no liability to reimburse a Unitholder for taxes assessed against them by reason of or arising out of his ownership of Trust Units.

### Nature of the Trust Units and Trust Units are Not Direct Investments

The Trust Units do not represent a direct investment in real property or other similar assets and should not be viewed by Unitholders as a direct interest in properties, but instead as an investment in equity securities, namely the Trust Units. The Trust will not be investing in real estate or other similar assets but will be subscribing for Partnership Units. The Trust will not have a direct interest in any properties.

### Tax Risks

Canadian federal and provincial tax aspects and local tax aspects should be considered prior to purchasing the Trust Units under the Offering. Unitholders are urged to consult their own tax advisors, prior to purchasing the 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. The Trust has not received a legal opinion 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 or limited partnerships will not be changed in a manner that adversely affects Unitholders or fundamentally alters the income tax consequences of investing in, holding or disposing of the Trust Units. There is also a risk that the CRA may reassess the returns of Unitholders relating to their investments in the Trust Units. Any successful tax reassessment by the CRA may adversely impact the value of the Trust Units.

The taxation of corporations, trusts and limited partnerships is complex. In the ordinary course of its activities, the Trust may be subject to ongoing audits by tax authorities. In addition, tax legislation may change periodically.

While the Trust believes that its tax filing position is appropriate and supportable, and that the Trust is not subject to the SIFT Rules, 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 Trust's tax position. Further, the interpretation of and changes in tax laws, whether by legislative or judicial action or decision, and the administrative policies and assessing practices of taxation authorities, could materially adversely affect the Trust's tax position. As a consequence, the Trust is unable to predict with certainty the effect of the foregoing on its effective tax rate and earnings. The Trust will review the adequacy of its tax provisions and believes that it has adequately provided for those matters. Should the ultimate outcomes differ materially from the provisions, the Trust's effective tax rate and earnings may be affected positively or negatively in the period in which the matters are resolved.

Unitholders should consult their own professional advisors as to the tax consequences to them of making an investment in, and of holding, the Trust Units.

Although the Trust is of the view that all expenses to be claimed by it in the determination of its income under the Tax Act will be reasonable and deductible in accordance with the applicable provisions of the Tax Act and that the allocations of income and losses to be made for purposes of the Tax Act will be reasonable, there can be no assurance that the Tax Act or the interpretation of the Tax Act will not change, or that the CRA will agree with the expenses claimed. If the CRA successfully challenges the deductibility of expenses or the allocation of income and losses, the Trust's allocation of taxable income and losses to the Unitholders may change.

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

#### Eligibility for Investment by Exempt Plans

In order for the Trust Units to be eligible for investment by Exempt Plans the Trust must qualify as a "mutual fund trust" under the Tax Act.

The Redemption Notes which may be received as a result of a redemption of Trust Units will not be qualified

investments for Exempt Plans. Consequently, Trust Units that are held in Exempt Plans should be withdrawn from the Exempt Plan prior to redemption if the redemption price is to be paid in Redemption Notes (in whole or in part). Unitholders desiring to redeem Trust Units held in an Exempt Plan should contact a tax adviser prior to redeeming any Trust Units.

### Securities Regulatory Risks

In the ordinary course of business, the Trust 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 Trust 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 Trust. 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 Trust.

### Dilution/Concentration

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

### No Review of Offering Memorandum by Regulatory Authorities

Investors will not have the benefit of a prior review of this Offering Memorandum, the Trust Deed, the Class M Partnership Agreement, or any other documents in relation to the Offering by any regulatory authorities.

### No Independent Counsel for Unitholders

No independent counsel was retained on behalf of the Unitholders. There has been no review by independent counsel on behalf of the Unitholders of this Offering Memorandum, the Trust Deed or any other documentation in relation to the Offering. No due diligence has been conducted on behalf of Unitholders by counsel. Each prospective Investor should consult his or her own legal, tax and financial advisors regarding the desirability of purchasing the Trust Units and the suitability of investing in the Trust.

### 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: (a) 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; (b) is being collected indirectly by the applicable Canadian securities regulatory authority under the authority granted to it in securities legislation; and (c) is being collected for the purposes of the administration and enforcement of the applicable Canadian securities legislation.

### Legislative Changes

Legal, tax and regulatory changes may occur that can adversely affect the Trust 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 Trust, the Trust Units or the Class M Partnership Units.

### Blind Pool and Limited History

This Offering is a "blind pool" offering in that management team of the Trust has not yet finalized the long-term business of the Trust and as a result there are a number of risks that arise: (i) the Trust's long-term objectives may not be achieved by the management team, (ii) there can be no assurance that any additional funding, if needed, will be available on terms attractive to the Trust, or at all, (iii) there is no assurance or guarantee that Subscribers pursuant to this Offering will earn a return on their investment, (iv) the Trust was only recently formed, has not commenced commercial operations, has no significant assets and has no history of earnings.

## **8.2 Issuer Risk**

The Trust has no operational history and no history of earnings. Accordingly, there is a limited operating history upon which to base an evaluation of the Trust and its business and prospects. The Trust is in the early stages of its business and therefore is subject to the risks associated with early stage companies, including start-up losses, uncertainty of revenues, markets and profitability, the need to raise additional funding, the evolving and unpredictable nature of the Trust's business and the ability to identify, attract and retain qualified personnel. The Trust's business prospects must be considered in light of the risks, expenses and difficulties frequently encountered by entities in the early stage of development. There can be no assurance that the Trust will be successful in doing what it is required to do to overcome these risks. No assurance can be given that the Trust's business activities will be successful.

## **ITEM 9 REPORTING OBLIGATIONS AND SUBSEQUENT INFORMATION**

The Trust 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 Unitholders (except as otherwise provided in the Trust Deed). As a result, the Trust 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 Trust.

Pursuant to the Trust Deed, the Trust will send, or make reasonably available if sending is not required under applicable law (including securities laws or securities regulatory requirements or to the extent permitted by applicable securities regulatory authorities in Canada) to Unitholders within 120 days after the end of each fiscal year of the Trust (or within such shorter time as may be required by applicable securities laws or securities regulatory requirements or to the extent permitted by applicable securities regulatory authorities in Canada), the annual financial statements of the Trust for the fiscal year ended immediately prior to such date. The Trust will prepare such financial statements in accordance with generally accepted accounting principles in Canada.

The Trust will make reasonably available to Unitholders such information as required by applicable securities laws for a non-reporting issuer that distributes securities using the "offering memorandum" exemption (including audited annual financial statements, annual notices of use of proceeds and notices of certain key events, if any, and when applicable).

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

The Trust will file on behalf of itself and the 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 Trust.

Certain information regarding the Trust's distribution of securities from time to time may be publicly available at the offices of applicable securities regulatory authorities and online at [www.sedarplus.ca](http://www.sedarplus.ca).

## **ITEM 10      RESALE RESTRICTIONS**

### **10.1 General Statement**

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 and registration requirements under securities legislation.

For trades in any province of Canada other than Manitoba, unless permitted under securities legislation, you cannot trade the Trust Units before the date that is four months and a day after the date the Trust becomes a reporting issuer in any province or territory of Canada.

The Trust is not, and 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 and may only be transferred under limited exemptions under applicable securities laws.

## **10.2 Restricted Period**

Unitholders may only transfer their Trust Units in accordance with the provisions of the Trust Deed. Trust Units shall be transferable on the register of the Trust only by the Unitholders of record of such Trust Units or their executors, administrators or other legal representatives or by their agents or attorneys duly authorized in writing, and only upon delivery to the Trustee of a direction to transfer in the form required by the Trustee and accompanied by all necessary transfer or other taxes imposed by applicable law, together with such evidence of the genuineness of such endorsement, execution and authorization and other matters that may reasonably be required by the Trustee, including evidence that the transfer is permitted under applicable securities laws. Upon such delivery, the transfer shall be recorded on the register maintained by the Trustee for the Trust Units.

**There is no market over which the Trust Units can be transferred, and it is very unlikely that one will develop. An Investor is encouraged to seek independent advice from its legal advisors. See Item 8 – “Risk Factors”.**

## **ITEM 11 PURCHASERS' RIGHTS**

If you purchase these Units you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer. The following summary of Investors' legal rights are subject to the express provisions of the securities laws of the applicable province or territory in which they are resident, and reference is made thereto for the complete text of such provisions. The rights of action described below are in addition to and without derogation from any right or remedy available at law to the investor and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defenses contained therein.

### **11.1 Two Day Cancellation Right**

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

### **11.2 Statutory Rights of Action in the Event of a Misrepresentation**

For purposes of the following summary, "misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated, or necessary to prevent a statement in this Offering Memorandum from being false or misleading in the circumstances in which it was made. A "material fact" means a fact that significantly affects or would reasonably be expected to have a significant effect on, the market price or value of the Units. If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- (a) the Trust to rescind your agreement to buy these Trust Units, or

- (b) for damages against the Trust, every person who was a Trustee of the Trust at the date of this Offering Memorandum and every other person who signed this Offering Memorandum.

This statutory right 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 Units. Additionally, if you elect to exercise a right of rescission against the Trust, you will have no right of action against the persons described in (b) above. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to rescind the agreement within 180 days after the date that you purchased the Units. You must commence your action for damages within the earlier of 180 days after you first had knowledge of the facts giving rise to the cause of action and three years after the day you purchased the Units.

## **ITEM 12 Audited Financial Statements**

**[Insert financial Statements here]**

**EBF GROUP MUTUAL FUND TRUST**  
**Financial Statements**  
**September 25, 2025**

## Independent Auditor's Report

To: The Unitholders of **EBF Group Mutual Fund Trust**

### Opinion

We have audited the financial statements of EBF Group Mutual Fund Trust (the "Trust"), which comprise the statement of financial position as at September 25, 2025 and the statements of comprehensive income, changes in unitholders' equity and cash flows for the period of September 24, 2025 to September 25, 2025, and notes to the financial statements, including a summary of material accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as at September 25, 2025, and its financial performance and its cash flows for the period then ended in accordance with International Financial Reporting Standards.

### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period and not otherwise addressed in our report. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

We have determined that there are no key audit matters to be communicated in our auditor's report.

### Responsibilities of Management and Those Charged With Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the 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.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

## Independent Auditor's Report (continued)


- 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 auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the 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.

We communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

The engagement partner on the audit resulting in this Independent Auditor's report is Roland A. Bishop, CPA, CA.

  
Chartered Professional Accountants

October 1, 2025  
Calgary, Alberta

**EBF GROUP MUTUAL FUND TRUST**

Statement of Financial Position

As at September 25, 2025

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	<b>Notes</b>	
<b>Assets</b>		
<b>Current assets</b>		
Cash	5.2	\$ <u>21</u>
<b>Total assets</b>		<b>\$ <u>21</u></b>
<b>Liabilities and Unitholders' Equity</b>		
Accounts payable and accrued liabilities	5.3	\$ <u>-</u>
<b>Unitholders' Equity</b>		
Trust capital		<u>21</u>
<b>Total liabilities and unitholders' equity</b>		<b>\$ <u>21</u></b>

See accompanying notes to the financial statements.

These financial statements were approved the Trustee on October 1, 2025

( Signed "L. Evan Baergen" ) Director of Trustee

**EBF GROUP MUTUAL FUND TRUST**

Statement of Comprehensive Income

For the Period of September 24, 2025 to September 25, 2025

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**Note**

**Total comprehensive income for the period**

**\$           -**

See accompanying notes to the financial statements.

**EBF GROUP MUTUAL FUND TRUST**

## Statement of Changes in Unitholders' Equity

For the Period of September 24, 2025 to September 25, 2025

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	<b>Notes</b>	<b>Number of Trust Units</b>	<b>Trust Capital</b>	<b>Accumulated Gain (Loss)</b>	<b>Unitholders' Equity</b>
Settlor Contribution		-	\$ 20	\$ -	\$ 20
Class M Units Issued		1	1	-	1
Income for the period		-	-	-	-
<b>Balance at September 25, 2025</b>		<b>1</b>	<b>\$ 21</b>	<b>\$ -</b>	<b>\$ 21</b>

See accompanying notes to the financial statements.

**EBF GROUP MUTUAL FUND TRUST**

## Statement of Cash Flows

For the Period of September 24, 2025 to September 25, 2025

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<b>Cash provided by:</b>	<b>Notes</b>
<b>Cash flows used in operating activities</b>	
Net Income	\$ <u>-</u>
<b>Net cash used in operating activities</b>	<u>-</u>
<b>Cash flows from financing activities</b>	
Proceeds on issuance of Class M units and settlor contribution	<u>21</u>
<b>Net cash provided by financing activities</b>	<u>21</u>
<b>Cash at end of the period</b>	\$ <u><u>21</u></u>

See accompanying notes to the financial statements.

## **EBF GROUP MUTUAL FUND TRUST**

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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#### **1. General business description**

EBF GROUP MUTUAL FUND TRUST (the “Trust”) is an unincorporated open-ended limited purpose trust established by the Trust’s Declaration of Trust dated September 24, 2025. The Trust intends to be a “Mutual Fund Trust” for the purposes of the Income Tax Act (Canada).

The Trustee and Administrator of the Trust is 1001364052 Ontario Ltd. (the “Trustee” or the “Administrator”).

The address of the Trust is Suite 306, 4145 North Service Rd., Burlington, ON, L7L 6A3.

#### **2. Basis of presentation**

##### **2.1 Statement of compliance**

These financial statements have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

The financial statements were authorized for issue by the Directors of the Trust on October 1, 2025.

##### **2.2 Basis of measurement**

These financial statements have been prepared on the historical cost basis except for items where an alternative basis is required by IFRS. Details on these items are included below in Note 3, Material Accounting Policies.

##### **2.3 Functional and presentation currency**

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

## **EBF GROUP MUTUAL FUND TRUST**

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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#### **2.4 Use of estimates and judgements**

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. However, given the Trust's current operations as of September 25, 2025, no critical estimates have been made.

### **3. Material accounting policies**

The policies applied in these financial statements are based on IFRS issued and effective as of September 25, 2025.

#### **3.1 Financial instruments**

##### **3.1.1 Financial assets**

###### **Classification**

The Trust classifies its financial assets in the following three categories:

- Assets carried at amortized cost ("Amortized Cost")
- Assets carried at fair value through other comprehensive income ("FVOCI")
- Assets carried at fair value through profit and loss ("FVTPL")

The classification depends on both the Trust's business model for managing the financial instrument and the contractual terms of the instrument itself.

A financial asset is classified as Amortized Cost if the objective of the business model is to hold the financial asset for the collection of the cash flows; and all contractual cash flows represent only principal and interest on that principal.

A financial asset is classified as FVOCI if the financial asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payment of principal and interest on the principal amount outstanding.

All financial assets that do not meet the criteria to be classified as Amortized Cost or FVOCI are classified as FVTPL, this includes all derivative financial assets. The Trust may make an irrevocable election to designate a financial

## **EBF GROUP MUTUAL FUND TRUST**

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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asset that would otherwise be classified in another category as FVTPL. If the election is made it is irrevocable, meaning that asset must remain categorized as FVTPL until that asset is derecognized.

#### Recognition and derecognition

Purchases and sale of financial assets are recognized on the settlement date, which is the date on which the asset is delivered to or by the Trust. Financial assets are derecognized when the rights to receive cash flows have expired or are transferred and the Trust has transferred substantially all risks and rewards of ownership.

#### Measurement

Financial assets carried at Amortized Cost or FVOCI are initially measured at their fair value plus transaction costs. Financial assets carried at FVTPL are initially measured at their value, with any associated transaction costs being immediately expensed through profit or loss.

Subsequent measurement of financial assets depends on the category the asset has been assigned to.

Gains or losses on assets carried at Amortized Cost are recorded in profit or loss on derecognition, or earlier the asset is impaired.

Gains or losses on assets carried at FVOCI are recorded in other comprehensive income, except for impairment, interest, dividend and foreign exchange related gains and losses, which are recorded in profit or loss. Upon derecognition of an asset categorized as FVOCI, the net gains or losses related to the asset previously recorded in other comprehensive income are reclassified to profit or loss.

Gains or losses on assets carried at FVTPL are recorded in profit or loss in the period in which they occur.

## **EBF GROUP MUTUAL FUND TRUST**

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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#### 3.1.2 Financial liabilities

Financial liabilities are initially measured at fair value and subsequently measured at amortized cost for liabilities that are not hedged, and fair value for liabilities that are hedged. Non-performance risk, including the Trust's own credit risk for financial liabilities, is considered when determining the fair value of financial liabilities.

#### 3.1.3 Trust 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 accordance with IAS 32 Financial Instruments: Presentations, in which case, the puttable instrument may be presented as equity. The Trust's units were determined to meet the conditions of IAS 32 and are, therefore classified and accounted for as equity.

#### 3.1.4 Financial Instrument Classification Summary

Based on the above policies, the Trust has chosen to classify its financial instruments as follows:

<b>Financial Instrument</b>	<b>Measurement Category</b>
Cash	Fair value through profit or loss

### **3.2 Income taxes**

The Trust is subject to income taxes under the Tax Act on the amount of taxable income for the year and is permitted a deduction in computing its income taxes for all amounts paid or payable to the Trust's beneficiary in determining income for tax purposes. The Trust expects that any excess of revenue over expenses of the Trust will be distributed to the beneficiaries at the end of each fiscal year and therefore, no taxes will be payable.

## **EBF GROUP MUTUAL FUND TRUST**

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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#### **4. Determination of fair values**

Certain of the Trust's accounting policies and disclosures require the determination of fair value for financial assets and liabilities. Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

The significance of inputs used in making fair value measurements for assets and liabilities measured at fair value are examined and classified according to a fair value hierarchy:

##### Level 1

Items that are classified at level 1 have their fair values determined by reference to quoted prices in active markets for identical assets and liabilities.

##### Level 2

Items that are classified at level 2 have their fair values determined using inputs other than quoted prices, for which all significant inputs are observable, either directly or indirectly.

##### Level 3

Items that are classified at level 3 have their fair values determined using inputs that are unobservable and significant to the overall fair value measurement.

The designation of the Trust's assets and liabilities which require the assessment of fair value are as follows:

- Cash, Level 1

#### **5. Financial risk management**

##### **5.1 Overview**

The Trust's planned operations will expose it to a variety of financial risks that arise as a result of its operating and financing activities:

- credit risk;
- liquidity risk; and,
- market risk.

## **EBF GROUP MUTUAL FUND TRUST**

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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This note presents information about the Trust's exposure to each of the above risks, the Trust's objectives, policies and processes for measuring and managing risks, and the Trust's management of capital.

The Trust employs risk management strategies and policies to ensure that any exposure to risk is in compliance with the Trust's business objectives and risk tolerance levels. While the Trust has the overall responsibility for the establishment and oversight of the Trust's risk management framework, management has the responsibility to administer and monitor these risks.

#### **5.2 Credit risk**

Credit risk is the risk of financial loss to the Trust if a customer or counterparty to a financial instrument fails to meet its contractual obligations.

The maximum exposure to credit risk at September 25, 2025 is as follows: Cash - \$21

Cash consists of cash bank balances. The Trust manages the credit exposure related to cash by selecting financial institutions with high credit ratings. Given these credit ratings, management does not expect any counterparty to fail to meet its obligations.

#### **5.3 Liquidity risk**

Liquidity risk is the risk that the Trust will not be able to meet its financial obligations as they are due. The Trust's approach to managing liquidity is to ensure it will have sufficient liquidity to meet its liabilities when due. The Trust's ongoing liquidity will be impacted by various external events and conditions.

#### **5.4 Capital management**

The Trust's capital management policy is to maintain a strong capital base that optimizes the Trust's ability to grow, maintain investor and creditor confidence and to provide a platform to create value for its unitholders. The Trust intends to maintain a flexible capital structure to maximize its ability to pursue additional investment opportunities, which considers the Trust's early stage of development and the requirement to sustain future development of the business.

The Trust will manage its capital structure and make changes to it in light of changes to economic conditions and the risk characteristics of the nature of the business. The Trust considers its capital structure as unitholder's equity. In order to maintain or

## EBF GROUP MUTUAL FUND TRUST

### Notes to the Financial Statements

For the Period of September 24, 2025 to September 25, 2025

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adjust the capital structure, the Trust may from time-to-time issue trust units, seek debt financing and adjust its capital spending to manage its current and projected capital structure.

The Trust currently has no debt outstanding, and it monitors capital based on its current working capital, projected cash flow from operations and anticipated capital expenditures.

The Trust is not subject to externally imposed capital requirements.

## 6. Related party transactions and balances

### 6.1 1001364052 Ontario Ltd.

1001364052 Ontario Ltd., the Trustee and Administrator of the Trust, is related to the Trust through common management.

## 7. Trust units

### 7.1 Authorized

The Declaration of Trust provides unlimited Class A and Class M units (collectively the "Units") may be issued. Unit classes are designed to track the value of specific assets and liabilities, with each asset and liability of the Trust assigned to a particular Class of units. Each unit within a given class is entitled to share equally in any distribution of the Class's assets, and to share equally in the net assets of the Class in the event of termination or winding up of the Trust. Each Unit entitles the holder to one vote at all meetings of unitholders for each whole unit held. The issued Units are not subject to future calls or assessments.

Each unitholder shall be entitled to require the Trust to redeem all or any part of their Units, subject to the Trust's right to suspend redemption in certain circumstances.

### 7.2 Issued and outstanding

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As at September 25, 2025	Number	Amount
Class M Units	1	\$1

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**SCHEDULE A**

**EBF Group Mutual Fund Trust**

**SUBSCRIPTION AGREEMENT**

**ITEM 13     DATE AND CERTIFICATE**

Dated: 10/1/2025

**This Offering Memorandum does not contain a misrepresentation.**

**EBF Group Mutual Fund Trust by the Trustee, 1001364052 ONTARIO LTD.**

(signed) "L. Evan Baergen"

L. Evan Baergen, CEO and Director