

CONFIDENTIAL OFFERING MEMORANDUM

*This Offering Memorandum constitutes an offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities and to those persons to whom they may be lawfully offered for sale. **No securities commission or similar regulatory authority in Canada has reviewed this Offering Memorandum or has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence.** No prospectus has been filed with any such authority in connection with the securities offered hereunder. This Offering Memorandum is confidential and is provided to specific prospective investors for the purpose of assisting them and their professional advisers in evaluating the securities offered hereby and is not to be construed as a prospectus or advertisement or a public offering of these securities.*

Continuous Offering

February 19, 2010

NEWGEN MINING FUND LP

Limited Partnership Units

NewGen Mining Fund LP (the “**Partnership**”) is an Ontario limited partnership formed to invest in securities. The primary objective of the Partnership is to achieve superior, long-term, absolute returns on capital while managing volatility and liquidity through a diversified portfolio of high-quality investments within the global mining sector. The Partnership intends to invest (long and short) primarily in listed equities, but will also have the flexibility to invest in a wide range of instruments to balance risk and/or enhance returns including, but not limited to, currencies, commodities (cash-settled only), futures (including index futures), credit default swaps, options and warrants. The Partnership was formed on January 19, 2010 and will continue until it is dissolved. NewGen Mining Fund GP Limited (the “**General Partner**”) is the general partner of the Partnership. **The Partnership is a related issuer of NewGen Asset Management Limited (the “Investment Manager”), the investment manager of the Partnership and an affiliate of the General Partner.** The Investment Manager will earn fees from the Partnership. Also, the General Partner will be entitled to receive distributions from the Partnership. See “Statement of Policies”. Purchasers of interests in the Partnership, in the form of limited partnership units (the “**Units**”), become limited partners (“**Limited Partners**”) of the Partnership and will be bound by the terms of a limited partnership agreement governing the Partnership (the “**Limited Partnership Agreement**”).

INITIAL SUBSCRIPTION PRICE: \$100 PER UNIT
SUBSEQUENT SUBSCRIPTION PRICE: NET ASSET VALUE
MINIMUM INITIAL INVESTMENT: \$50,000

An unlimited number of Units, issuable in different classes, is being offered on a continuous basis. Investors purchasing Units pursuant to this Offering Memorandum will generally be issued Class A Units. Units are only being distributed to investors resident in various provinces in Canada pursuant to available prospectus exemptions under the securities laws of those provinces. See “The Offering”. Units will be issued in series and each new series will be issued at an opening Net Asset Value per Unit equal to the Net Asset Value of the Series 1 Units of the same class. (At the end of each year, some or all series of the same class of Units may be rolled up into a single series, in the discretion of the General Partner.) Subscriptions may be accepted on the last business day of each month and on such other dates as the General Partner may prescribe (each, a “**Valuation Date**”) and Units will be deemed to be issued on the

next business day. This offering is not subject to any minimum aggregate subscription level, and therefore any funds invested are available to the Partnership and need not be refunded to the subscriber. Units may also be redeemed on a Valuation Date commencing six (6) months following the purchase of such Units by the Limited Partner and upon not less than thirty (30) days' written notice to the General Partner.

These securities are speculative. A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Partnership. As there is no market for these securities, it may be difficult or even impossible for the purchaser to sell them.

There is no market through which the Units may be sold and none is expected to develop. The Units are also subject to resale restrictions under the Partnership's Limited Partnership Agreement and applicable securities legislation. Redemptions may be suspended and/or redemption proceeds paid partly in cash and partly in kind if there is insufficient liquidity in the Partnership. There are certain additional risk factors associated with investing in the Units. Investors should consult their own professional advisers to assess the income tax, legal and other aspects of the investment. See "Risk Factors" and "Transfer or Resale".

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

Persons who receive this Offering Memorandum must inform themselves of, and observe, all applicable restrictions with respect to the acquisition and disposition of Units under applicable securities legislation.

Subscribers are urged to consult with an independent legal adviser prior to signing the Subscription Agreement for the Units and to carefully review the Limited Partnership Agreement delivered with this Offering Memorandum.

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SUMMARY

The following is a summary of the principal features of this offering and should be read together with the more detailed information contained elsewhere in this Offering Memorandum.

The Partnership: NewGen Mining Fund LP (the “**Partnership**”), a limited partnership formed under the laws of the Province of Ontario on January 19, 2010.

Investment Objective and Activities: The primary objective of the Partnership is to achieve superior, long-term, absolute returns on capital while managing volatility and liquidity through a diversified portfolio of high-quality investments within the global mining sector. The Partnership intends to invest (long and short) primarily in listed equities, but will also have the flexibility to invest in a wide range of instruments to balance risk and/or enhance returns including, but not limited to, currencies, commodities (cash-settled only), futures (including index futures), credit default swaps, options and warrants.

The General Partner: NewGen Mining Fund GP Limited (the “**General Partner**”) is a corporation incorporated under the laws of the Province of Ontario. The General Partner was instrumental in the formation of the Partnership and is responsible for approving and monitoring the Partnership’s various service providers, including the Investment Manager. In exchange for its services, the General Partner will receive a share of Partnership profits. See “The General Partner” and “Profit Allocation”.

The Investment Manager: NewGen Asset Management Limited (formerly known as “New Generation Advisors Limited”) (the “**Investment Manager**”) is a corporation incorporated under the laws of the Province of Ontario. The General Partner has engaged the Investment Manager to direct the affairs of the Partnership and to provide day-to-day management services to the Partnership, management of the Partnership’s portfolio on a discretionary basis and distribution of the Units of the Partnership. See “The Investment Manager”.

The Offering: Two (2) classes of limited partnership units (the “**Units**”) are currently being offered in series. Class A Units are available to all investors who meet the minimum criteria. Class A Units are charged a management fee (as described under “Management Fees”) and share profits with the General Partner (as described under “Profit Allocation”). Class M Units will only be issued to associates and affiliates of the Investment Manager and its directors, officers and employees. Class M Units are not charged a management fee, nor do they share profits with the General Partner, but are subject to a one (1) year lock-up period during which they may not be redeemed (subject to the General Partner’s discretion to waive this lock-up period in extraordinary circumstances).

A new series of Units within each class will generally be issued each month. The Partnership is authorized to issue additional classes of Units from time to time containing financial terms and conditions that may differ from those set forth herein. Such new classes of Units may have preferential terms to the Units currently being offered, including, but not limited to,

management fees, profit allocation and redemptions.

The Units are being distributed only pursuant to available prospectus exemptions in Canada to investors (a) who are accredited investors under National Instrument 45-106, (b) who invest a minimum of \$150,000 in the Partnership, or (c) to whom Units may otherwise be sold without a prospectus under applicable securities legislation.

See “The Offering”, “Limited Partnership Agreement – The Units” and “Investment Management Agreement”.

Price per Unit:

\$100 for Series 1 Units and, for subsequent series, the Net Asset Value of the Series 1 Units of the respective class.

Minimum Individual Investment:

The minimum initial investment is \$50,000 but may be reduced for accredited investors in the sole discretion of the Investment Manager.

Each additional investment must be in an amount that is not less than \$10,000. (For investors who are not accredited investors, the additional investment must be in an amount that is not less than \$150,000, unless (a) the investor initially acquired Units of the Partnership for an acquisition cost of not less than \$150,000 and, at the time of the additional investment, the Units then held by the investor have an acquisition cost or a Net Asset Value equal to at least \$150,000, or (b) another exemption is available).

At the time of making each additional investment, unless a new Subscription Agreement is executed, each investor will be deemed to have repeated and confirmed to the General Partner the covenants and representations contained in the Subscription Agreement delivered by the investor to the General Partner at the time of the initial investment. See “Minimum Individual Subscriptions”.

Subscription Procedure:

Subscriptions for Units must be made by completing and executing the subscription and power of attorney form provided by the General Partner and by forwarding to the General Partner such form together with payment of the subscription price. Subscriptions will be accepted on a monthly basis, being on the last business day in each month or on such other date as the General Partner may permit (each, a “**Valuation Date**”), subject to the General Partner’s discretion to refuse subscriptions in whole or in part. A fully-completed Subscription Agreement and subscription proceeds (in the form of a cheque, bank draft or confirmation of wire transfer) must be received by the General Partner no later than 4:00 p.m. (Toronto time) on the designated Valuation Date in order for the subscription to be accepted as at that date; otherwise the subscription will be processed as at the next Valuation Date. See “The Offering”.

Series Roll-up:

At the end of each year, the General Partner may roll some or all series of the same class of Units into a single series in order to reduce the number of outstanding series of such class. This will be accomplished by amending the Net Asset Value per Unit of all such series so that they are the same, and consolidating or subdividing the number of Units of each such series so the aggregate Net Asset Value of Units held by a Limited Partner does not

change. See “The Offering”.

Redemptions:

Redemptions of Units will be permitted on a monthly basis, on the last business day of each month or on such other date as the General Partner may permit (each, a “**Redemption Date**”), pursuant to written notice that must be received by the Partnership at least thirty (30) days’ prior to the applicable Redemption Date, and subject to the discretion of the General Partner to accept subscriptions and redemptions on other dates. The redemption price shall equal the Net Asset Value per Unit of the applicable class and series of Units being redeemed, determined as of the close of business on the relevant Redemption Date minus an amount equal the distribution payable to the General Partner on such date (to the extent not already reflected in Net Asset Value of the redeemed Units) as further described under “Profit Allocation”.

If all of a Limited Partner’s Units are to be redeemed, the General Partner may, in its sole discretion, hold back up to 5% of the Net Asset Value of such Units pending completion of the Partnership’s annual year-end audit. The balance owing on redemption proceeds shall be paid out within thirty (30) days of the completion of such audit.

Redemptions may be deferred in certain circumstances, including where the General Partner is of the opinion, in its sole discretion, that there are insufficient liquid assets in the Partnership to fund such redemptions entirely in cash or that the liquidation of assets would be to the detriment of the Partnership generally.

In the event the General Partner suspends redemptions, then within twenty (20) business days of such suspension, a meeting of affected Limited Partners of the affected Class will be called, and a vote (to be decided by simple majority of participating Limited Partners of the relevant Class) will be held to determine whether the redemption of Units will continue to be suspended (as advised by the General Partner), the Partnership wound-up or other course of action is to be taken (the “**Suspension Vote**”).

Should the Suspension Vote determine that the suspension of redemptions may continue, then thereafter there shall be no determination of the Net Asset Value of the Partnership until the General Partner declares the suspension at an end, except that the suspension shall terminate, in any event, on the first business day on which:

- the condition giving rise to the suspension shall have ceased to exist; and
- no other condition under which suspension is authorized shall exist.

During any suspension of valuation, the subscription, redemption, transfers and conversions of Units of the relevant Class or Series will also be suspended, and any unprocessed redemption requests may be withdrawn during the period of suspension.

Should the Suspension Vote determine that the Partnership be wound up, then the General Partner shall immediately take steps to wind up the

Partnership in accordance with the provision of the relevant laws of the Province of Ontario.

The General Partner has the right to require a Limited Partner to redeem some or all of the Units owned by such Limited Partner on a Redemption Date at the Net Asset Value per Unit thereof, by notice in writing to the Limited Partner given at least fourteen (14) days before the designated Redemption Date, which right may be exercised by the General Partner in its absolute discretion. If a Limited Partner requests a redemption of Units and, as a result of such redemption, the Limited Partner will hold Units having a Net Asset Value of \$250,000, the General Partner intends to require the Limited Partner to redeem the balance of such Limited Partner's Units.

Transfer of Resale:

Units may only be transferred with the consent of the General Partner and transfers will generally not be permitted. The transfer or resale of Units (which does not include a redemption of Units) is also subject to restrictions under applicable securities legislation. Accordingly, redemption of the Units in accordance with the provisions set out herein is likely to be the only means of liquidating an investment in the Partnership. See "Transfer or Resale".

Management Fees:

The Investment Manager will be entitled to receive a monthly management fee (the "**Management Fee**") in arrears, on each Valuation Date that is the last business day of each calendar month, in an amount that is equal to 1/12 of 1.8% of the aggregate Net Asset Value of the Class A Units as at such date (determined before deduction of an Incentive Distribution, if any, allocable to Class A Units).

No Management Fee will be payable by the Partnership in respect of Class M Units.

See "Investment Management Agreement" and "Net Asset Value".

Management fees payable by the Partnership are subject to GST (and is expected to be subject to HST where applicable) and will be deducted as an expense of the applicable class of Units in the calculation of the Net Asset Value of such class of Units.

Payment of Expenses:

The Partnership is responsible for, and the General Partner and Investment Manager shall be entitled to reimbursement from the Partnership for, all costs and operating expenses actually incurred by them in connection with the organization of the Partnership and the ongoing activities of the Partnership, including but not limited to:

- (i) third party fees and administrative expenses of the Partnership, which include Investment Manager's fees, accounting and legal costs, insurance premiums, custodial fees, management software, registrar and transfer agency fees and expenses, bookkeeping and recordkeeping costs, Limited Partner communication expenses, organizational expenses, the cost of maintaining the Partnership's existence, regulatory fees and expenses, and all reasonable extraordinary or non-

recurring expenses; and

- (ii) fees and expenses relating to the Partnership's portfolio investments, including the cost of securities, interest on borrowings and commitment fees and related expenses payable to lenders and counterparties, brokerage fees, commissions and expenses, and banking fees.

See "Limited Partnership Agreement – Expenses".

Profit Allocation:

Limited Partners will effectively share in net profits and net losses of the Partnership by increases or decreases in the Net Asset Value of their Units (following adjustment for any distributions payable to the General Partner in respect of such Units).

The General Partner will share in the profits of the Partnership by receiving distributions from the Partnership:

- (a) on the last Valuation Date in each year, based on the increase, if any, in the Net Asset Value of each Class A Unit outstanding on such date (including Units to be redeemed on such date), and
- (b) on any Redemption Date that is not the last Valuation Date in a year, based on the increase, if any, in the Net Asset Value of each Class A Unit redeemed on such date.

Such distributions ("**Incentive Distributions**") are equal to 20% of the positive amount, if any, obtained when the High Water Mark plus the Hurdle Rate Return for each such Unit is subtracted from the Adjusted Net Asset Value of such Unit on such Valuation Date or Redemption Date (if such amount is negative, the distribution in respect of such Unit shall be zero). Any distribution paid to the General Partner will be deducted from the Net Asset Value (or redemption proceeds, as the case may be) of the respective Units.

"**Adjusted Net Asset Value**" of a Unit on any date is equal to the Net Asset Value of such Unit on such date (calculated after deduction of the Management Fee and general expenses but before deduction of the Incentive Distribution, if any, allocable to such Unit) plus the amount of any distributions paid to the Limited Partner in respect of such Unit since the date as at which the High Water Mark of such Unit was established.

"**High Water Mark**" in respect of a Unit as at any date means, (i) during the year in which it was issued, its subscription price, (ii) during the year following the year in which it was issued, the greater of its subscription price and the Net Asset Value of such Unit on the first day of the year following the year in which it was issued, and (iii) during all subsequent years, the greater of the Net Asset Value of such Unit on the first day of the current year and the Net Asset Value of such Unit on the first day of the preceding year. The High Water Mark of a Unit will be appropriately adjusted in the event of a consolidation or subdivision of Units.

“**Hurdle Rate Return**” for a Unit, at any given date, is the amount equal to the High Water Mark of such Unit multiplied by a rate equal to the 1-year Canadian Treasury Bill rate, as posted on the Bank of Canada’s website on the first business day of the year in which the calculation is being made, calculated based on the number of days from and including January 1 of the year in which the Hurdle Rate Return is calculated (or the date of issue of such Unit, whichever is later) to and including the date on which the Hurdle Rate Return is calculated. For greater certainty, the Hurdle Rate Return will never exceed the applicable 1-year Canadian Treasury Bill rate multiplied by the High Water Mark.

It is the intention of the General Partner that up to one-half of the incentive distributions paid to the General Partner will be re-invested in the Partnership (through the purchase of Class M Units). See “Profit Allocation”.

Allocations for Tax Purposes:

Net income for taxation purposes, dividends and taxable capital gains of the Partnership for taxation purposes in each fiscal year will be allocated as at the last day of such year to (i) the General Partner generally equal to the distributions received by it and payable in that year, and (ii) to Limited Partners who hold Units at any time during such year (and in certain cases to Limited Partners who held Units at any time in the previous fiscal year) generally based on the number, class and series held by such Limited Partners, the dates of purchase and/or redemption, the respective Net Asset Values of each class and series of Units, the fees paid or payable in respect of each class and series of Units, distributions if any paid to the General Partner in respect of each class and series of Units, and the date of realization of each such item of income, gain or loss, as the case may be. The Limited Partners will be allocated 99.999% of net losses; the remaining 0.001% shall be allocated to the General Partner. See “Limited Partnership Agreement Allocation of Income and Loss”.

Distributions to Limited Partners:

Distributions of allocated income may be made to Limited Partners from time to time at the discretion of the General Partner. The General Partner has no current intention to make any such distributions. See “Limited Partnership Agreement – Distributions”.

Fiscal Year End:

December 31 in each year.

Term:

The Partnership has no fixed term. Dissolution may only occur on thirty (30) days written notice by the General Partner to each Limited Partner, or thirty (30) days following the removal of the General Partner (unless the Limited Partners vote to appoint a replacement General Partner and continue the Partnership).

- Financial Reporting:** Audited financial statements will be available and, where requested, delivered to Limited Partners within ninety (90) days of each fiscal year end. Unaudited interim financial statements for the first six (6) months of each fiscal year will be available and, where requested, delivered to Limited Partners within sixty (60) days of the end of such period. Unaudited financial information respecting the Net Asset Value per Unit will be provided on a monthly basis. See “Limited Partnership Agreement - Reports to Limited Partners”.
- Tax Considerations:** Persons investing in a limited partnership such as the Partnership should be aware of the tax consequences of investing in, holding and/or redeeming Units. **Investors are urged to consult with their tax advisers to determine the tax consequences of an investment in the Partnership.**
- Limited Liability:** Unless the Limited Partner takes part in the control of the business of the Partnership, the liability of each Limited Partner for the debts, liabilities, obligations and losses of the Partnership will be limited to the amount of capital contributed by the Limited Partner. See “Limited Partnership Agreement - Liability” and “Risk Factors”.
- Release of Confidential Information:** Under applicable securities and anti-money laundering legislation, the General Partner, the Investment Manager and/or the Administrator are required to collect and may be required to release confidential information about Limited Partners and, if applicable, about the beneficial owners of corporate Limited Partners, to regulatory or law enforcement authorities.
- Risk Factors:** Investors should consider a number of factors in assessing the risks associated with investing in Units including those generally associated with the investment techniques used by the Investment Manager. See “Risk Factors”.
- Sales Commission:** There is no commission payable by the purchaser to the General Partner or the Investment Manager upon the purchase of the Units, however purchasers of Units may pay a negotiated fee if purchasing through a dealer. Subject to applicable law, the Investment Manager may pay, out of the fees received by the Investment Manager from the Partnership, a negotiated referral fee or trailing commission to dealers or other persons in connection with a sale of Class A Units.
- Legal Counsel:** Borden Ladner Gervais LLP, Toronto, Ontario
- Auditors:** Silver, Gold, Glatt & Grosman, Chartered Accountants, Toronto, Ontario
- Prime Broker** TD Securities Inc.
- Administrator:** SGGG Fund Services Inc., Toronto, Ontario

THE PARTNERSHIP

NewGen Mining Fund LP (the “**Partnership**”) was formed under the laws of Ontario and became a limited partnership by filing a Declaration of Limited Partnership under the *Limited Partnerships Act* (Ontario) (the “**LP Act**”) on January 19, 2010. The Partnership is governed by a limited partnership agreement dated as of February 19, 2010 (the “**Limited Partnership Agreement**”), made between NewGen Mining Fund GP Limited (the “**General Partner**”) and Jennifer Grant (the “**Initial Limited Partner**”). The principal place of business of the Partnership and of the General Partner is Commerce Court North, Suite 2901, 25 King Street West, P.O. Box 405, Toronto, Ontario M5L 1G3. See “Limited Partnership Agreement” below. Investors become limited partners of the Partnership (the “**Limited Partners**”) by acquiring interests in the Partnership designated as limited partnership units (the “**Units**”).

THE GENERAL PARTNER

The General Partner was incorporated under the *Business Corporations Act* (Ontario) on January 15, 2010. The General Partner may act as general partner of other limited partnerships, but does not presently carry on any other business operations and currently has no significant assets or financial resources. The sole shareholder of NewGen Asset Management Limited (the “**Investment Manager**”) owns all of the issued and outstanding common shares of the General Partner. The General Partner may also become a Limited Partner by purchasing Units.

The General Partner is generally responsible for management and control of the business and affairs of the Partnership in accordance with the terms of the Limited Partnership Agreement. The General Partner has engaged the Investment Manager to carry out its duties, including management of the Partnership on a day-to-day basis, management of the Partnership’s portfolio and distribution of the Units of the Partnership, but remains responsible for supervising the Investment Manager’s activities on behalf of the Partnership. In exchange for its services, the General Partner will receive a share of Partnership profits. See “Profit Allocation”.

David Dattels is the sole director and officer and the ultimate beneficial owner of the General Partner.

THE INVESTMENT MANAGER

The General Partner has engaged the Investment Manager to direct the day-to-day business, operations and affairs of the Partnership, including management of the Partnership’s portfolio on a discretionary basis and distribution of the Units of the Partnership. The Investment Manager may delegate certain of these duties from time to time with the consent of the General Partner. See “Investment Management Agreement”.

The Investment Manager is a corporation incorporated under the laws of the Province of Ontario. The principal place of business of the Investment Manager is Commerce Court North, Suite 2901, 25 King Street West, P.O. Box 405, Toronto, Ontario M5L 1G3. David Dattels is the ultimate beneficial owner of the Investment Manager. The name and municipality of residence of the directors and senior officers of the Investment Manager and the office held by them (being their principal occupations) are as follows:

<u>Name and Municipality of Residence</u>	<u>Office with the Investment Manager</u>
David Dattels, CFA, Toronto, Ontario	President and Director

David Dattels, CFA

David Dattels is the portfolio manager for the Partnership. Most recently, Mr. Dattels was co-Manager of the RAB Special Situations Fund at RAB Capital Plc in the U.K. The RAB Special Situations Fund had an investment bias towards natural resources and was previously rated the Best Energy & Natural Resources Fund by Hedge Funds Review in 2007 and ranked No. 1 in Barron's Hedge Fund 50 Global rankings in 2007. Prior to joining RAB in October 2006, Mr. Dattels was an equity research analyst for Canaccord Adams, an independent Canadian investment dealer. His research coverage included small- and mid-capitalization mining companies with an emphasis on gold and base metals. He graduated in 2001 from the University of Western Ontario with a BA (Hons) in Economics and is a CFA Charterholder.

INVESTMENT OBJECTIVE AND ACTIVITIES OF THE PARTNERSHIP

Investment Objective

The Partnership's Investment Objective is to achieve superior, long-term, absolute returns on capital while managing volatility and liquidity through a diversified portfolio of high-quality investments within the global mining sector. The Partnership intends to invest (long and short) primarily in listed equities, but will also have the flexibility to invest in a wide range of instruments to balance risk and/or enhance returns including, but not limited to, currencies, commodities (cash settled only), futures (including index futures), credit default swaps, options and warrants.

Investment Strategies and Restrictions

The assets of the Partnership will be invested according to the following guidelines and restrictions:

- The Partnership will invest primarily equities listed on major global stock.
- The benchmark for the Partnership will be the Bloomberg World Mining Index (US\$). It is the opinion of the Investment Manager that this index most accurately represents the risk profile and base allocation of the Partnership.
- The Partnership will be composed of individual companies that have each been carefully selected through a rigorous process of quantitative and qualitative research. The Investment Manager will conduct an ongoing analysis of industry fundamentals and macro-economic factors and attempt to overweight commodity exposures that offer superior supply/demand fundamentals and underweight those that may underperform.
- The Partnership intends to seek out investment opportunities across all market capitalizations with the goal of enhancing returns while maintaining a balanced liquidity profile.
- The Partnership will not directly invest more than 15% of its Net Asset Value in an individual equity security.
- The Investment Manager expects that the Partnership will have a net-long bias in normal market conditions, with the net exposure determined by the Investment Manager's assessment of the market opportunity and the aggregate portfolio upside.

- The Partnership will trade options for several reasons, including to take advantage of market dislocation, to balance the portfolio's return profile, to monetize periods of extreme volatility and to adequately manage systemic risk in the market. It will not enter into uncovered option positions.
- The Partnership may enter into various derivative agreements, such as but not limited to, interest rate swaps, equity, FX options, FX forwards, cross-currency swaps, primarily for the purposes of hedging. In addition, where it is more efficient to do so, the Partnership may use credit default swaps to gain credit exposure.
- The amount of cash and cash equivalents held by the Partnership will fluctuate and may at times be significant.

The Investment Manager intends on implementing a number of investment techniques in order to achieve the objectives of the Partnership. Such techniques will include, among others: investing long and short; engaging in hedging strategies in order to mitigate market exposure; investing in derivative instruments; arbitrage strategies (i.e. simultaneous long and short positions in order to capture mispricing of assets); and employing leverage in the implementation of the investment strategies of the Partnership.

Depending on prevailing market conditions, the Investment Manager may selectively use leverage against quality assets with satisfactory liquidity characteristics to increase return on capital.

The Investment Manager intends to manage portfolio exposure to foreign currency exposure and interest rate exposure. Additionally, portfolio management will include monitoring and limiting issuer exposure and concentration exposure.

In addition to the foregoing, there are statutory provisions which restrict or prohibit certain non-arm's length transactions.

The above-described investment strategies which may be pursued by the Partnership are not intended to be exhaustive and other strategies may also be employed. The actual strategies utilized by the Investment Manager will depend upon its assessment of market conditions and the relative attractiveness of the available opportunities. The Investment Manager may, in its sole and absolute discretion, use strategies other than those described above or discontinue the use of any strategy without advance notice to Limited Partners.

There can be no assurances that the Partnership will achieve its investment objective.

Statutory Caution

The foregoing disclosure of the Investment Manager's investment strategies and intentions may constitute "forward-looking information" for the purpose of Ontario securities legislation, as it contains statements of the Investment Manager's intended course of conduct and future operations of the Partnership. These statements are based on assumptions made by the Investment Manager of the success of its investment strategies in certain market conditions, relying on the experience of the Investment Manager's officers and employees and their knowledge of historical economic and market trends. Investors are cautioned that the assumptions made by the Investment Manager and the success of its investment strategies are subject to a number of mitigating factors. Economic and market conditions may change, which may materially impact the success of the Investment Manager's intended strategies as well as its actual course of conduct. Investors are urged to read "Risk Factors" below for a discussion of other factors that will impact the operations and success of the Partnership.

WHO SHOULD INVEST

The Partnership is designed to attract investment capital which is surplus to an investor's basic financial requirements.

The following persons and entities may not invest in this Partnership:

- (a) A "non-resident", a partnership other than a "Canadian partnership", a "tax shelter", a "tax shelter investment", or any entity an interest in which is a "tax shelter investment" or in which a "tax shelter investment" has an interest, within the meaning of the *Income Tax Act* (Canada) (the "**Tax Act**"); and
- (b) a partnership which does not have a prohibition against investment by the foregoing persons.

By purchasing Units, a Limited Partner represents and warrants that he, she or it is not one of the above and shall indemnify and hold harmless the Partnership and each other Limited Partner for any costs, damages, liabilities, expenses or losses suffered or incurred by the Partnership or such other Limited Partner, as the case may be, that result from or arise out of a breach of such representation and warranty. Any Limited Partner who fails to provide evidence satisfactory to the General Partner of such status when requested to do so from time to time may be removed as a Limited Partner by the redemption of his or her Units in accordance with the Limited Partnership Agreement.

Any Limited Partner whose status changes in that regard shall be deemed to have ceased to be a Limited Partner (for all purposes other than taxation and liability) immediately prior to the date on which such status changes and shall thereafter only be entitled to receive from the Partnership an amount equal to the lesser of the Net Asset Value of such Limited Partner's Units as at the date on which he or she ceases to be a Limited Partner and the Net Asset Value of such Units as at the date the General Partner learns that such Limited Partner's status has changed, less all such deductions as provided in the Limited Partnership Agreement, as if such Limited Partner voluntarily redeemed his or her Units.

In addition, any Limited Partner that is or becomes a "financial institution" within the meaning of section 142.2 of the Tax Act (as same may be amended or replaced from time to time) shall disclose such status to the General Partner at the time of subscription (or when such status changes) and the General Partner may (if the General Partner determines that it is in the best interest of the Partnership and the other Limited Partners to do so) restrict the participation of any such Limited Partner or require any such Limited Partner at any time to redeem all or some of such Limited Partner's Units. A Limited Partner that fails to identify itself as a financial institution shall indemnify and hold harmless the Partnership and each other Limited Partner for any costs, damages, liabilities, expenses or losses suffered or incurred by the Partnership or such other Limited Partner, as the case may be, that result from or arise out of such failure. Any Limited Partner who is or who becomes a financial institution after becoming a Limited Partner shall (if the General Partner determines it would be prejudicial to the Partnership and the other Limited Partners not to) be deemed to have, immediately prior to the date on which it becomes a financial institution (or the date of issue of Units to such financial institution, whichever is later), redeemed (or rescinded its subscription for) some or all of such Limited Partner's Units to the extent necessary to result in financial institutions owning in the aggregate Units having a Net Asset Value that is less than one-half of the Net Asset Value of all of the Units, and shall be entitled to receive from the Partnership as redemption proceeds an amount equal to the lesser of the Net Asset Value of such redeemed Units as at the date on which it is deemed to have redeemed such Units and the Net Asset Value of such Units as at the date the General Partner learns that such Limited Partner is a financial institution, less all such

deductions as provided in the Limited Partnership Agreement as if such Limited Partner voluntarily redeemed its Units.

THE OFFERING

Units are being offered on a continuous basis to investors resident in Ontario, Québec, Alberta, and British Columbia (the “**Offering Jurisdictions**”). The Offering may only be made in the Offering Jurisdictions and is restricted to persons who have the capacity and competence to enter into and be bound by the Limited Partnership Agreement. Units may be acquired directly from the Investment Manager or from a participating dealer.

The General Partner has designated two (2) classes of Units, issuable in series, which are currently being offered:

Class A Units. Class A Units are available to all investors who meet the minimum investment criteria. Class A Units are charged a management fee (as described under “Investment Management Agreement”) and share profits with the General Partner through Incentive Distributions (as described under “Profit Allocation”).

Class M Units. Class M Units will generally only be issued to associates and affiliates of the Investment Manager and its directors, officers and employees and to managed account clients who pay fees directly to the Investment Manager. Class M Units are not charged a management fee, nor do they share profits with the General Partner, but are subject to a one (1) year lock-up period during which they may not be redeemed (subject to the General Partner’s discretion to waive this lock-up period in extraordinary circumstances).

A new series of Units within each class will generally be issued each month.

There is no commission payable by a purchaser to the General Partner or Investment Manager upon the purchase of the Units. Subscribers may pay negotiated commissions to their dealers (minimum investment requirements are net of any such fees). Subject to applicable law, the Investment Manager may pay, out of the fees received by the Investment Manager from the Partnership, a negotiated referral fee or trailing commission to dealers or other persons in connection with a sale of Units.

Prospectus Exemptions

Units are being sold under available exemptions from the prospectus requirements under National Instrument 45-106 *Prospectus and Registration Exemptions* (“**NI 45-106**”). Unless an investor can establish to the General Partner’s satisfaction that another exemption is available, this will generally require that each investor is investing as principal (and not for or on behalf of any other persons) and is either an “accredited investor” pursuant to NI 45-106 or, outside of Alberta, is investing a minimum amount of \$150,000 (the “**Minimum Investment Exemption**”). This minimum amount is net of any front end commissions paid by an investor to his or her agent. Investors (other than individuals) that are not accredited investors, or are accredited investors solely on the basis that they have net assets of at least \$5,000,000, must also represent to the General Partner (and may be required to provide additional evidence at the request of the General Partner to establish) that such investor was not formed solely in order to make private placement investments which may not have otherwise been available to any persons holding an interest in such investor. The so-called “Offering Memorandum Exemption” is not being relied on, nor is the Minimum Investment Exemption being relied on, in Alberta, and investors do not have the benefit of certain additional protections that NI 45-106 gives to investors when an issuer relies on the Offering Memorandum Exemption.

Purchasers will be required to make certain representations in the Subscription Agreement and the General Partner will rely on such representations to establish the availability of the exemptions from prospectus requirements described above. No subscription will be accepted unless the General Partner is satisfied that the subscription is in compliance with applicable securities laws.

Minimum Individual Investment

The minimum initial investment for an investor is \$50,000 but may be reduced for accredited investors in the discretion of the Investment Manager.

Each additional investment must be in an amount that is not less than \$10,000. (For investors who are not accredited investors, the additional investment must be in an amount that is not less than \$150,000, unless (a) the investor initially acquired Units of the Partnership for an acquisition cost of not less than \$150,000 and, at the time of the additional investment, the Units then held by the investor have an acquisition cost or a Net Asset Value equal to at least \$150,000, or (b) another exemption is available.)

At the time of making each additional investment, unless a new Subscription Agreement is executed, each investor will be deemed to have repeated and confirmed to the General Partner the covenants and representations contained in the Subscription Agreement delivered by the investor to the General Partner at the time of the initial investment.

Accredited Investors

A list of accredited investors is set out in the Subscription Agreement delivered with this Offering Memorandum, but generally includes individuals who have net investment assets of at least \$1,000,000, or personal income of at least \$200,000, or combined spousal income of at least \$300,000, in the previous two years with reasonable prospects of same in the current year.

Subscription Procedure

Subscriptions for Units must be made by completing and executing the subscription and power of attorney form (the “**Subscription Agreement**”) provided by the General Partner and by forwarding to the General Partner such form together with payment of the subscription price. Subscriptions will be accepted on a monthly basis, being on the last business day in each month or on such other date as the General Partner may permit (each, a “**Valuation Date**”), subject to the General Partner’s discretion to refuse subscriptions in whole or in part. A fully-completed Subscription Agreement and subscription proceeds (in the form of a cheque, bank draft or confirmation of wire transfer) must be received by the General Partner no later than 4:00 p.m. (Toronto time) on the designated Valuation Date in order for the subscription to be accepted as at that date; otherwise the subscription will be processed as at the next Valuation Date.

The General Partner may in its discretion accept subscription payments in kind, provided the assets so tendered fall within the Partnership’s investment mandate (such assets to be valued in the same manner as the Partnership’s other portfolio assets). Units will be issued on the business day following the Valuation Date on which the subscription is accepted. Units will be issued in series and, on the first closing, Units designated by the General Partner as Series 1 Units will be issued at a price per Unit of \$100. On each successive Valuation Date on which Units are issued, a new series of Units will be issued at an opening Net Asset Value per Unit equal to the Net Asset Value per Unit of the Series 1 Units of the same class. The General Partner may change this policy in its sole discretion.

At the end of each year, and following the payment of all fees and expenses of the Partnership, the General Partner may determine that some or all series of the same class of Units will be redesignated as Series 1 Units (or other series, in the discretion of the General Partner) in order to reduce the number of outstanding series of each class. This will be accomplished by amending the Net Asset Value per Unit of all such series so that they are the same, and consolidating or subdividing the number of Units of each such series so the aggregate Net Asset Value of Units held by a Limited Partner does not change. Limited Partners' rights will not be affected in any way as a result of this process.

Subscription funds provided prior to a Valuation Date will be kept in a segregated account. Subscriptions for Units are subject to acceptance or rejection in whole or in part by the General Partner in its sole discretion. In the event a subscription is rejected, any subscription funds forwarded by the subscriber will be returned without interest or deduction.

The Limited Partnership Agreement and the Subscription Agreement (required to be executed by an investor) include an irrevocable power of attorney authorizing the General Partner on behalf of each Limited Partner to execute any amendments to the Limited Partnership Agreement and all instruments necessary to reflect the dissolution of the Partnership as well as any elections, determinations or designations under the Tax Act or other taxation legislation or laws of like import with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership.

Know-Your-Client and Suitability

Whether the subscriber for Units is purchasing through their own dealer or directly from the Investment Manager (in its capacity as an exempt market dealer), the dealer through whom the Units are purchased has an obligation under applicable securities laws to determine suitability of the investment for such purchaser, unless the purchaser is a "permitted client" and either waives such requirement or the dealer is otherwise exempt from such requirement. Subscribers purchasing directly from the Investment Manager will be required to provide certain information in the Subscription (referred to as know-your-client information) on which the Investment Manager will rely in determining such suitability.

TRANSFER OR RESALE

As the Units offered by this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under applicable securities legislation, the resale of these securities by investors is subject to restrictions. An investor should refer to applicable provisions in consultation with a legal adviser. Furthermore, no transfers of Units may be effected unless the General Partner, in its sole discretion, approves the transfer and the proposed transferee. There is no market for these Units and no market is expected to develop, therefore it may be difficult or even impossible for the purchaser to sell the Units.

Subscribers are advised to consult with their advisers concerning restrictions on resale and are further advised against reselling their Units until they have determined that any such resale is in compliance with the requirements of applicable legislation and the Limited Partnership Agreement.

REDEMPTIONS

Subject to the one (1) year lock-up period applicable to Class M Units, a Limited Partner is entitled to redeem some or all of such Limited Partner's Units on the last business day of each month or on such other date as the General Partner may permit (each, a "**Redemption Date**"), pursuant to written notice that must be received by the Partnership at least thirty (30) days prior to the applicable Redemption Date.

The redemption price shall equal the Net Asset Value per Unit of the applicable class and series of Units being redeemed, determined as of the close of business on the relevant Redemption Date, less a deduction equal to the lesser of the disposition expenses (including brokerage fees and/or market spread) incurred to enable the Partnership to fund such redemption. There will also be deducted from redemption proceeds, to the extent that it is not already reflected in the Net Asset Value of the Units being redeemed, an amount equal to the distribution payable to the General Partner in respect of such Units, if any, as further described under “Profit Allocation”.

If all of a Limited Partner’s Units are to be redeemed, the General Partner may, in its sole discretion, hold back up to 5% of the Net Asset Value of such Units pending completion of the Partnership’s annual year-end audit. The balance owing on redemption proceeds shall be paid out within thirty (30) days of the completion of such audit.

If a redeeming Limited Partner owns Units of more than one series, Units will be redeemed on a “first in, first out” basis, meaning that Units of the earliest series of the applicable class owned by the Limited Partner will be redeemed first, at the redemption price for Units of such series, until such Limited Partner no longer owns Units of such series (although this policy may be amended depending on tax considerations).

The General Partner will not permit redemptions (either in whole or in part) at any time the General Partner is of the opinion in its sole discretion that there are insufficient liquid assets in the Partnership to fund such redemptions or that the liquidation of assets would be to the detriment of the Partnership generally.

In the event the General Partner suspends redemptions, then within twenty (20) business days of such suspension, a meeting of affected Limited Partners of the affected Class will be called, and a vote (to be decided by simple majority of participating Limited Partners of the relevant Class) will be held to determine whether the redemption of Units will continue to be suspended (as advised by the General Partner), the Partnership wound-up or other course of action is to be taken (the “**Suspension Vote**”).

Should the Suspension Vote determine that the suspension of redemptions may continue, then thereafter there shall be no determination of the Net Asset Value of the Partnership until the General Partner declares the suspension at an end, except that the suspension shall terminate, in any event, on the first business day on which:

- the condition giving rise to the suspension shall have ceased to exist; and
- no other condition under which suspension is authorized shall exist.

During any suspension of valuation, the subscription, redemption, transfers and conversions of Units of the relevant Class or Series will also be suspended, and any unprocessed redemption requests may be withdrawn during the period of suspension. Should the Suspension Vote determine that the Partnership be wound up, then the General Partner shall immediately take steps to wind up the Partnership in accordance with the provision of the relevant laws of the Province of Ontario.

The General Partner has the right to require a Limited Partner to redeem some or all of the Units owned by such Limited Partner on a Redemption Date designated by the General Partner at the Net Asset Value per Unit thereof, by notice in writing to the Limited Partner given at least fourteen (14) days before the designated Redemption Date, which right may be exercised by the General Partner in its absolute discretion. If a Limited Partner requests a redemption of Units and, as a result of such redemption, the

Limited Partner will hold Units having a Net Asset Value of \$250,000, the General Partner intends to require the Limited Partner to redeem the balance of such Limited Partner's Units.

NET ASSET VALUE

The Net Asset Value of the Partnership and the Net Asset Value per Unit of each class and series of Units will be determined as of 4:00 p.m. (Toronto time) on each Valuation Date by the General Partner, or a third party engaged by the General Partner for that purpose (in either case, the "NAV Administrator"), in accordance with the Limited Partnership Agreement.

The Net Asset Value of each series will generally increase or decrease proportionately with the increase or decrease in the Net Asset Value of the Partnership (before deduction of class-specific and series-specific fees, expenses and other deductions), and the Net Asset Value per Unit shall be determined (after deduction of class-specific and series-specific fees, expenses and other deductions) by dividing the Net Asset Value of each series by the number of Units of such series outstanding.

Valuation Principles

The fair market value of the assets and the amount of the liabilities of the Partnership (the net result of which is the "Net Asset Value" of the Partnership) will be calculated in such manner as the NAV Administrator, in consultation with the Investment Manager, shall determine from time to time, subject to the following:

- (i) The value of any cash on hand or on deposit, bills, demand notes, accounts receivable, prepaid expenses, dividends receivable (if such dividends are declared and the date of record is before the date as of which the Net Asset Value of the Partnership is being determined) and interest accrued and not yet received, shall be deemed to be the full amount thereof, unless the NAV Administrator, in consultation with the Investment Manager, determines that any such deposit, bill, demand note, account receivable, prepaid expense, dividend receivable or interest accrued and not yet received is not worth the full amount thereof, in which event the value thereof shall be deemed to be such value as the NAV Administrator, in consultation with the Investment Manager, determines to be the reasonable value thereof.
- (ii) The value of any security which is listed or dealt in upon a public securities exchange will be valued at the last available trade price on the Valuation Date or, if the Valuation Date is not a business day, on the last business day preceding the Valuation Date. If no sales are reported on such day, such security will be valued at the average of the current bid and asked prices. Securities that are listed or traded on more than one public securities exchange or that are actively traded on over-the-counter markets while being listed or traded on such securities exchanges or over-the-counter markets will be valued on the basis of the market quotation which, in the opinion of the NAV Administrator, in consultation with the Investment Manager, most closely reflects their fair value.
- (iii) Any securities which are not listed or dealt in upon any public securities exchange will be valued at the simple average of the latest available offer price and the latest available bid price (unless in the opinion of the NAV Administrator, in consultation with the Investment Manager, such value does not reflect the value thereof and in which case, the latest offer price or bid price as best reflects the value thereof should be used), as at the Valuation Date. The process of valuing investments for which no published market exists is based on inherent uncertainties and the resulting values may differ from values that

would have been used had a ready market existed for the investments and may differ from the prices at which the investments may be sold.

- (iv) The Investment Manager will at its discretion determine the appropriate discount, if any, on shares that are purchased with a restriction associated therewith.
- (v) Securities held in private issuers are recorded at cost unless an upward adjustment is considered appropriate and supported by persuasive and objective evidence such as a significant equity financing by an unrelated investor at a transaction price higher than the valuation price. Downward adjustments to valuation price are made when there is evidence of other than a temporary decline in value as indicated by the assessment of the financial condition of the investment based on third-party financing, operational results, forecasts, and other developments since the previous valuation price was established. Options and warrants held in private issuers are carried at cost unless there is an upward or downward adjustment of the underlying privately-held company supported by persuasive and objective evidence such as significant subsequent equity financing by an unrelated investor at a transaction price higher or lower than the valuation price.
- (vi) All Partnership property valued in a foreign currency and all liabilities and obligations of the Partnership payable by the Partnership in foreign currency shall be converted into Canadian funds by applying the rate of exchange obtained from the best available sources by the NAV Administrator to calculate Net Asset Value.
- (vii) Each transaction of purchase or sale of portfolio securities effected by the Partnership will be reflected in the computation of the Net Asset Value of the Partnership on the trade date.
- (viii) The value of any security or property to which, in the opinion of the NAV Administrator, in consultation with the Investment Manager, the above principles cannot be applied (whether because no price or yield equivalent quotations are available or for any other reason), shall be the fair value thereof determined in such manner as the NAV Administrator, in consultation with the Investment Manager, may from time to time determine based on standard industry practice.
- (ix) Short positions will be marked-to-market, i.e. carried as a liability equal to the cost of repurchasing the securities sold short applying the same valuation techniques described above.
- (x) All other liabilities shall include only those expenses paid or payable by the Partnership, including accrued contingent liabilities; however (A) organizational and start up expenses may both be amortized by the Partnership over a 60 (sixty) month period; and (B) expenses and fees allocable only to a class and series of Units shall not be deducted from the Net Asset Value of the Partnership prior to determining the Net Asset Value of each class and series, but shall thereafter be deducted from the Net Asset Value so determined for each such class and series.

The General Partner and the Investment Manager may determine such other rules as they deem necessary from time to time, which rules may deviate from Canadian generally accepted accounting principles (“GAAP”) and from International Financial Reporting Standards (“IFRS”).

Net asset value calculated in this manner will be used for the purpose of calculating the Investment Manager’s (and other service providers’) fees and the General Partner’s distributions and will

be published net of all paid and payable fees and distributions. Such Net Asset Value will be used to determine the subscription price and redemption value of Units. To the extent that such calculations are not in accordance with GAAP or IFRS, the financial statements of the Partnership will include a reconciliation note explaining any difference between such published Net Asset Value and Net Asset Value for financial statement reporting purposes (which must be calculated either in accordance with GAAP or with IFRS).

INVESTMENT MANAGEMENT AGREEMENT

In order to set out the duties of the Investment Manager, the Partnership has entered into an Investment Management Agreement (the “**Investment Management Agreement**”) with the Investment Manager dated as of February 19, 2010. Pursuant to the Investment Management Agreement, the Investment Manager shall direct the affairs of the Partnership and provide day-to-day management services to the Partnership, including management of the Partnership’s portfolio on a discretionary basis and distribution of the Units of the Partnership, and such other services as may be required from time to time. The Investment Manager may delegate certain of these duties from time to time with the consent of the General Partner.

Pursuant to the Investment Management Agreement, the Investment Manager will be entitled to receive a monthly management fee (the “**Management Fee**”) in arrears, on each Valuation Date that is the last business day of each calendar month, in an amount that is equal to 1/12 of 1.8% of the aggregate Net Asset Value of the Class A Units as at such date (determined before deduction of an Incentive Distribution, if any, allocable to Class A Units).

No Management Fee will be payable by the Partnership in respect of Class M Units.

The Management Fee is subject to GST (and is expected to be subject to HST where applicable) and will be deducted as an expense of the Partnership in the calculation of the Net Asset Value of the Partnership (attributable to the Units to which they relate).

The Investment Manager may pay referral fees from time to time to agents who participated in the marketing of the Class A Units out of fees earned by the Investment Manager from the Partnership.

The Investment Management Agreement may be terminated by either the General Partner or the Investment Manager on thirty (30) days’ notice to the other, or immediately in the event of the dissolution or insolvency or bankruptcy of the other party or the termination of the Limited Partnership Agreement.

PRIME BROKERAGE AGREEMENT

The Partnership has appointed TD Securities Inc. (the “**Prime Broker**”) as prime broker in respect of the Partnership’s portfolio transactions. The Prime Broker will provide prime brokerage services to the Partnership under the terms of an institutional prime brokerage account agreement (the “**Prime Broker Agreement**”), entered into between the Partnership and the Prime Broker dated as of January 18, 2010. These services may include the provision to the Partnership of trade execution, settlement, reporting, securities financing, stock borrowing, stock lending, foreign exchange and banking facilities, and are provided solely at the discretion of the Prime Broker. The Partnership may also utilise other brokers and dealers for the purposes of executing transactions for the Partnership. The Prime Broker does not provide a custody service for investments of the Partnership held on the books of the Prime Broker, but rather assumes possession of and a security interest in the assets as part of its prime brokerage function in accordance with the terms of the Prime Broker Agreement. Assets not required as margin on borrowings are required to be segregated (from the Prime Broker’s own assets) under the rules

of the Investment Industry Regulatory Organization of Canada, which regulates the Prime Broker, but the Partnership's assets may be commingled with the assets of other clients of the Prime Broker. Furthermore, the Partnership's cash and free credit balances on account with the Prime Broker are not segregated and may be used by the Prime Broker in the ordinary conduct of its business, and the Partnership is an unsecured creditor in respect of those assets. The Partnership may request delivery of any assets not required by the Prime Broker for margin or borrowing purposes.

The Partnership has agreed to indemnify the Prime Broker for losses it may incur in acting in any capacity under the Prime Broker Agreement other than losses incurred as a result of the bad faith, wilful default, fraud or gross negligence of the person claiming indemnity. Neither the Prime Broker nor any brokers appointed has or will have investment discretion in relation to the Partnership and no responsibilities shall be taken by any of the brokers for any of the assets of the Partnership held by other brokers.

The Prime Brokerage Agreement may be effectively terminated at any time by either party (subject to the restriction on the ability of the Partnership to receive delivery of assets held by the Prime Broker as security against any margin or other borrowings).

PROFIT ALLOCATION

Limited Partners will effectively share in net profits and net losses of the Partnership by increases or decreases in the Net Asset Value of their Units (following adjustment for any Incentive Distributions payable to the General Partner in respect of such Units).

The General Partner will share in the profits of the Partnership by receiving incentive distributions from the Partnership:

- (a) on the last Valuation Date in each year, based on the increase, if any, in the Net Asset Value of each Class A Unit outstanding on such date (including Units to be redeemed on such date), and
- (b) on any Redemption Date that is not the last Valuation Date in a year, based on the increase, if any, in the Net Asset Value of each Class A Unit redeemed on such date.

Such distributions ("**Incentive Distributions**") are equal to 20% of the positive amount, if any, obtained when the High Water Mark plus the Hurdle Rate Return for each such Unit is subtracted from the Adjusted Net Asset Value of such Unit on such Valuation Date or Redemption Date (if such amount is negative, the distribution in respect of such Unit shall be zero). Any distribution paid to the General Partner will be deducted from the Net Asset Value (or redemption proceeds, as the case may be) of the respective Units.

"**Adjusted Net Asset Value**" of a Unit on any date is equal to the Net Asset Value of such Unit on such date (calculated after deduction of the Management Fee and general expenses but before deduction of the Incentive Distribution, if any, allocable to such Unit) plus the amount of any distributions paid to the Limited Partner in respect of such Unit since the date as at which the High Water Mark of such Unit was established.

"**High Water Mark**" in respect of a Unit as at any date means, (i) during the year in which it was issued, its subscription price, (ii) during the year following the year in which it was issued, the greater of its subscription price and the Net Asset Value of such Unit on the first day of the year following the year in which it was issued, and (iii) during all subsequent years, the greater of the Net Asset Value of such

Unit on the first day of the current year and the Net Asset Value of such Unit on the first day of the preceding year. The High Water Mark of a Unit will be appropriately adjusted in the event of a consolidation or subdivision of Units.

“**Hurdle Rate Return**” for a Unit, at any given date, is the amount equal to the High Water Mark of such Unit multiplied by a rate equal to the 1-year Canadian Treasury Bill rate, as posted on the Bank of Canada’s website on the first business day of the year in which the calculation is being made, calculated based on the number of days from and including January 1 of the year in which the Hurdle Rate Return is calculated (or the date of issue of such Unit, whichever is later) to and including the date on which the Hurdle Rate Return is calculated. For greater certainty, the Hurdle Rate Return will never exceed the applicable 1-year Canadian Treasury Bill rate multiplied by the High Water Mark.

It is the intention of the General Partner that up to one-half (1/2) of the incentive distributions paid to the General Partner will be re-invested in the Partnership (through the purchase of Class M Units), either directly or through a long term incentive plan to be established for employees.

LIMITED PARTNERSHIP AGREEMENT

The rights and obligations of the Limited Partners and of the General Partner are governed by the LP Act and by the Limited Partnership Agreement and may be amended from time to time. The following is a summary of the Limited Partnership Agreement entered into by the General Partner and the Initial Limited Partner. **This summary is not intended to be complete and each investor should carefully review the Limited Partnership Agreement itself for full details of these provisions.**

The Units

The Partnership may issue an unlimited number of Units. Units may be designated by the General Partner as being Units of a series. Each issued and outstanding Unit of a series shall be equal to each other Unit of the same series with respect to all matters. The respective rights of the holders of Units of each series will be proportionate to the Net Asset Value of such series relative to the Net Asset Value of each other series. Each Unit carries with it a right to vote, with one vote for each \$1.00 of Net Asset Value attributed to such Unit (the Net Asset Value of all Units held by a Limited Partner shall be aggregated for the purpose of determining voting rights). Fractional Units may be issued. A person wishing to become a Limited Partner shall subscribe for Units by means of a subscription form and power of attorney. The acceptance of any such subscription in whole or in part shall be subject to the General Partner in its sole discretion. See Article 3 - The Units in the Limited Partnership Agreement.

On the first closing, Units of each class designated by the General Partner as Series 1 Units will be issued at a Net Asset Value per Unit of \$100. On each successive Valuation Date on which Units are issued, a new series of Units will be issued at a Net Asset Value per Unit to be determined by the General Partner (the General Partner’s current policy is to issue Units of subsequent series at an opening Net Asset Value per Unit equal to the Net Asset Value per Unit of the Series 1 Units of the same class). All changes in Net Asset Value (i.e. all income and expenses, and all unrealized gains and losses) of the Partnership shall be borne proportionately by each class and series of Units based on their respective Net Asset Values, except as follows: (i) subscription proceeds received by the Partnership in respect of a series of Units shall accrue to the Net Asset Value of such series; (ii) all redemption proceeds paid out by the Partnership in respect of a Unit of a series shall be deducted from the Net Asset Value of such series; and (iii) distributions payable to the General Partner, and management fees and redemption fees payable to the Investment Manager and all other fees and expenses incurred in respect of a Unit of a series shall be deducted from the Net Asset Value of such series.

The General Partner may in its discretion create different classes of Units. Each class may be subject to different fees, may have a different profit-sharing arrangement with the General Partner, and may have such other features as the General Partner may determine. As at the date hereof, the General Partner has designated two (2) classes: the Class A Units and the Class M Units, having the attributes described in this Offering Memorandum. The General Partner may redesignate a Limited Partner's Units from one class to another (and amend the number of such Units so that the Net Asset Value of the Limited Partner's aggregate holdings remains unchanged) and will do so in accordance with the Limited Partnership Agreement. The General Partner also has the discretion to rename a series or convert a series of Units into another series without otherwise affecting the attributes of such series. The General Partner may also subdivide or consolidate Units of one or more series from time to time, in a manner different than other series, provided that the Net Asset Value per Unit for such series is adjusted such that the aggregate Net Asset Value for such series is unchanged. (The General Partner intends to exercise this discretion at the end of each year to reduce the number of outstanding series of each class.) See Article 3 – The Units in the Limited Partnership Agreement.

Allocation of Income and Loss

Net income for taxation purposes, dividends and taxable capital gains of the Partnership in each fiscal year will be allocated as at the last day of such year to (i) the General Partner generally equal to the distributions received by it and payable in that year, and (ii) to Limited Partners who held Units at any time during such year (and in certain cases to Limited Partners who held Units at any time in the previous fiscal year) based on the number, class and series held by such Limited Partners, the dates of purchase and/or redemption, the respective Net Asset Values of each class and series of Units, the fees paid or payable in respect of each class and series of Units, distributions if any paid to the General Partner in respect of each class and series of Units, and the date of realization of each such item of income, gain or loss, as the case may be. The Limited Partners will be allocated 99.999% of net losses; the remaining 0.001% shall be allocated to the General Partner.

The General Partner may adopt and amend an allocation policy from time to time intended to fairly and equitably allocate income or loss given the particular circumstances. See Section 4.7 – Allocations in the Limited Partnership Agreement.

Distributions

The General Partner will receive distributions from the Partnership based on the increase in the Net Asset Value of each Unit on the last Valuation Date in each year and upon the redemption of such Unit, as more fully described above under "Profit Allocation". Distributions payable to the General Partner may differ from class to class. Such distributions will be deducted from the Net Asset Value of such Unit (or, in the case of a redemption, from the redemption proceeds). The General Partner will not be required to repay any distributions if distributions received on a redemption of Units in a fiscal year exceed the Partnership's net profits in that year.

Net profit of the Partnership allocated to the Partners for any fiscal period may be distributed in whole or in part from time to time or at any time in the sole discretion of the General Partner. No payment may be made to a Limited Partner from the assets of the Partnership if the payment would reduce the assets of the Partnership to an insufficient amount to discharge the liabilities of the Partnership to persons who are not the General Partner or a Limited Partner. See Section 4.8 – Distributions in the Limited Partnership Agreement.

Redemptions

Redemption rights are described above under the heading “Redemptions”. Also, see Article 5 - Redemption in the Limited Partnership Agreement.

Authority and Duties of the General Partner

The General Partner has the full power and authority to do such acts and things and to execute and deliver such documents as it considers necessary or desirable in connection with the offering and sale of the Units and for carrying on the activities of the Partnership for the purposes summarized herein and described more fully in the Limited Partnership Agreement.

The General Partner shall exercise the powers and discharge its duties honestly, in good faith, and with a view to the best interests of the Partnership and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. See Article 6 - Management of Limited Partnership in the Limited Partnership Agreement.

Expenses

The Partnership is responsible for all costs incurred in connection with the organization and ongoing activities of the Partnership, including but not limited to:

- (i) third party fees and expenses, which include Investment Manager’s fees, accounting and legal costs, insurance premiums, custodial fees, registrar and transfer agency fees and expenses, bookkeeping and recordkeeping costs, Limited Partner communication expenses, organizational expenses, the cost of maintaining the Partnership’s existence and regulatory fees and expenses, and all reasonable extraordinary or non-recurring expenses; and
- (ii) fees and expenses relating to the Partnership’s portfolio investments, including the cost of securities, interest on borrowings and commitment fees and related expenses payable to lenders and counterparties, brokerage fees, commissions and expenses, and banking fees.

To the extent that such expenses are borne by the General Partner or Investment Manager, the General Partner or Investment Manager, as the case may be, shall be reimbursed by the Partnership from time to time. Expenses attributable to a particular class or series of Units will be deducted from the Net Asset Value of such class or series. See Section 6.2 – Expenses in the Limited Partnership Agreement.

Power of Attorney

The Limited Partnership Agreement contains a limited power of attorney in favour of the General Partner in connection with all matters related to the operation of the Partnership, and authorizes the General Partner to, for example, execute documents on behalf of each Limited Partner (including tax elections and amendments to the Limited Partnership Agreement). See Section 6.4 – Power of Attorney in the Limited Partnership Agreement

Management Fee

The Limited Partnership Agreement provides that the Partnership shall pay to the Investment Manager an ongoing management fee calculated and payable as a percentage of the Net Asset Value of the Partnership, or of any class of Units, as the General Partner may determine (and as the Investment

Manager may agree). (Such fees are described above under “Investment Management Agreement”). The Investment Manager must give to the Limited Partners not less than sixty (60) days’ notice of any proposed change to the method of calculation of such fee, if, as a result of such change, such fee will be paid more frequently or could result in increased fees being paid by the Partnership. See Section 7.2 - Fees in the Limited Partnership Agreement.

Liability

Subject to the provisions of the LP Act, the liability of each Limited Partner for the liabilities and obligations of the Partnership is limited to the amount the Limited Partner contributes or agrees in writing to contribute to the Partnership, less any such amounts properly returned to the Limited Partner. A Limited Partner may lose his, her or its status as a limited partner and the benefit of limited liability if such Limited Partner takes part in the control of the business of the Partnership or if certain other provisions of the LP Act are contravened. Where a Limited Partner has received the return of all or part of the Limited Partner’s contributed capital, the Limited Partner is nevertheless liable to the Partnership or, following the dissolution of the Partnership, to its creditors for any amount, not in excess of the amount returned with interest (calculated at a rate per annum equal to the prime commercial lending rate of the Partnership’s bankers), necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before the return of the contributed capital. See Section 8.2 - Limited Liability of Limited Partners in the Limited Partnership Agreement.

Furthermore, if after a distribution or redemption payment the General Partner determines that a Limited Partner was not entitled to all or some of such distribution or redemption payment, the Limited Partner shall be liable to the Partnership to return the portion improperly distributed or paid, together with interest at a rate per annum equal to the prime commercial lending rate of the Partnership’s bankers if repayment of such excess amount is not made by the Limited Partner within fifteen (15) days of receiving notice of such overpayment. The General Partner may set off and apply any sums otherwise payable to a Limited Partner against such amounts due from such Limited Partner, provided that there shall be no right of set-off against a Limited Partner in respect of amounts owed to the Partnership by a predecessor of such Limited Partner. See Section 4.12 - Repayments and Section 8.2 – Limited Liability of limited Partners in the Limited Partnership Agreement.

The General Partner shall be liable for the debts, obligations and any other liabilities of the Partnership in the manner and to the extent required by the LP Act and as set forth in the Limited Partnership Agreement to the extent that Partnership assets are insufficient to pay such liabilities.

The General Partner will indemnify and hold harmless each Limited Partner for any costs, damages, liabilities, expenses or losses suffered or incurred by such Limited Partner that result from or arise out of such Limited Partner not having unlimited liability as set out in the Limited Partnership Agreement, other than any liability caused by or arising out of any act or omission of such Limited Partners. See Article 8 - Liabilities of Partners in the Limited Partnership Agreement.

Reports to Limited Partners

Within ninety (90) days after the end of each fiscal year, the General Partner will forward to each Limited Partner an annual report for such fiscal year consisting of (i) upon request, audited financial statements for such fiscal year together with a report of the auditors on such financial statements; (ii) a report on allocations to the Limited Partners’ Contributed Capital accounts and taxable income or loss and distributions of cash to the General Partner and the Limited Partners for such fiscal period; and (iii) tax information to enable each Limited Partner to properly complete and file his or her tax returns in Canada in relation to an investment in Units.

The General Partner will forward to each Limited Partner, upon request, unaudited interim financial statements for the first six (6) months of each fiscal year within sixty (60) days after the end of such period. The General Partner will forward to each Limited Partner monthly unaudited financial information respecting the Net Asset Value per Unit within thirty (30) days after the end of each month. See Article 11 - Books, Records and Financial Information in the Limited Partnership Agreement.

Fiscal Year

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

Amendment

The General Partner may, without prior notice to or consent from any Limited Partner, amend the Partnership Agreement (i) to create additional classes of Units and set the terms thereof, (ii) to protect the interests of the Limited Partners, if necessary, (iii) to cure any ambiguity or clerical error or to correct or supplement any provision contained therein which may be defective or inconsistent with any other provision if such amendment does not and shall not in any manner adversely affect the interests of any Limited Partner as a Limited Partner, (iv) to reflect any changes to any applicable legislation, or (v) in any other manner provided that such amendment does not and shall not adversely affect the interests of any existing Limited Partner as a Limited Partner in any manner. The Partnership Agreement may be amended at any time by (i) the General Partner with the consent of the Limited Partners given by Special Resolution, or (ii) the General Partner without the consent of the Limited Partners provided the Limited Partners are given not less than sixty (60) days written notice prior to the effective date of the amendment (together with a copy of the amendment and an explanation of the reasons for the amendment), and each Limited Partner is given the opportunity to redeem all of such Limited Partner's Units prior to the effective date of such amendment (in such event the General Partner shall be deemed to have waived, to the extent necessary, any lock-up and notice periods, and to have waived any redemption deductions for Units that are redeemed in the specified period). See Article 13 - Amendment of Agreement in the Limited Partnership Agreement.

Term

The Partnership has no fixed term. Dissolution may only occur (i) at any time on thirty (30) days' written notice by the General Partner to each Limited Partner, or (ii) on the date which is sixty (60) days following the removal of the General Partner, unless the Limited Partners agree by Ordinary Resolution to appoint a replacement General Partner and the Partnership. See Article 12 Termination of Partnership in the Limited Partnership Agreement.

CANADIAN INCOME TAX CONSIDERATIONS AND CONSEQUENCES

Investors are urged to consult with their tax advisers respecting the purchase, holding and disposition of Units of the Partnership. Investors should be aware of the tax considerations and consequences associated with an investment in a limited partnership generally and in an actively managed investment pool in particular.

RISK FACTORS

Before investing, prospective investors should carefully consider the following risks. The risk of loss in investing in the Partnership can be substantial. An investment in the Partnership may be deemed speculative and is not intended as a complete investment program. A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss

associated with an investment in the Partnership. Investors should review closely the investment objective and investment strategies to be utilized by the Partnership as outlined herein to familiarize themselves with the risks associated with an investment in the Partnership.

Risks Associated with an Investment in the Partnership

Marketability and Transferability of Units

There is no market for the Units and their resale, transfer and redemption are subject to restrictions imposed by the Limited Partnership Agreement and applicable securities legislation. See “Transfer or Resale”. Consequently, holders of Units may not be able to liquidate their investment in a timely manner and the Units may not be readily accepted as collateral for a loan.

Reliance on Investment Manager and Track Record

The success of the Partnership will be primarily dependant upon the skill, judgment and expertise of the Investment Manager and its principals. Although persons involved in the management of the Partnership and the service providers to the Partnership have had long experience in their respective fields of specialization, the Partnership has no operating or performing history upon which prospective investors can evaluate the Partnership's likely performance. Investors should be aware that the past performance by those involved in the investment management of the Partnership should not be considered as an indication of future results.

In the event of the loss of the services of the Investment Manager, or of a key person of the Investment Manager, the business of the Partnership may be adversely affected.

Income

An investment in the Partnership is not suitable for an investor seeking an income from such investment, as the Partnership does not intend to distribute to its Limited Partners income earned by it.

Changes in Trading Approach

The Investment Manager may alter its trading approach, without prior approval by, or notice to, a Limited Partner if the General Partner and the Investment Manager determine that such change is in the best interest of the Partnership.

Liquidity of Investment

An investment in the Partnership provides limited liquidity. There is no market for the Units and their resale, transfer and redemption are subject to restrictions imposed by the Limited Partnership Agreement, including consent by the General Partner, and applicable securities legislation. See “Transfer or Resale”. Consequently, holders of Units may not be able to liquidate their investment in a timely manner and the Units may not be readily accepted as collateral for a loan. In certain circumstances, the General Partner may suspend redemption rights. See “Redemptions”.

Tax Liability

Net Asset Value of the Partnership and Net Asset Value per Unit will be marked to market and therefore calculated on the basis of both realized trading gains and losses and accrued, unrealized gains and losses. In computing each Limited Partner's share of income or loss for tax purposes, only realized

gains and other factors, including the date of purchase or redemption of Units by a Limited Partner in a fiscal year, will be taken into account. Therefore, the change in Net Asset Value of a Limited Partner's Units may differ from his share of income and loss for tax purposes. Furthermore, investors may be allocated income for tax purposes and not receive any cash distributions from the Partnership.

Possible Loss of Limited Liability

Under the LP Act, the General Partner has unlimited liability for the debts, liabilities, obligations and losses of the Partnership to the extent that they exceed the assets of the Partnership. The liability of each Limited Partner for the debts, liabilities, obligations and losses of the Partnership is limited to the value of money or other property the Limited Partner has contributed or agreed to contribute to the Partnership. In accordance with the LP Act, if a Limited Partner has received a return of all or part of the Limited Partner's contribution to the Partnership, the Limited Partner is nevertheless liable to the Partnership, or where the Partnership is dissolved, to its creditors, for any amounts not in excess of the amount returned with interest, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims arose before the return of the contribution. **The limitation of liability of a Limited Partner may be lost if a Limited Partner takes part in the control of the business of the Partnership.**

Funding Deficiencies

Other than with respect to the possible loss of the limited liability as outlined above, no Limited Partner shall be obligated to pay any additional assessment on the Units held or subscribed. However, if, as a result of a distribution by the Partnership, the Partnership's capital is reduced and the Partnership is unable to pay its debts as they become due, the Limited Partners may have to return to the Partnership any such distributions received by them to restore the capital of the Partnership. If the Partnership does not have sufficient funds to meet its requirements and must default because the deficiency is not funded, Limited Partners may lose their entire investment in the Partnership.

Not a Public Mutual Fund

The Partnership is not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of the Partnership's portfolio.

Custody Risk and Broker or Dealer Insolvency

The Partnership does not control the custodianship of all of its securities. The Partnership's assets will be held in one or more accounts maintained for the Partnership by its prime brokers or at other brokers. Such brokers are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the Partnership's assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a prime broker or any sub-custodians, agents or affiliates, it is impossible to generalize about the effect of their insolvency on the Partnership and its assets. Investors should assume that the insolvency of any of the prime brokers or such other service providers would result in the loss of all or a substantial portion of the Partnership's assets held by or through such prime broker and/or the delay in the payment of withdrawal proceeds.

Trading Errors

In the course of carrying out trading and investing responsibilities on behalf of the Partnership, employees

of the Investment Manager may make “trading errors” — i.e., errors in executing specific trading instructions. Examples of trading errors include: (i) buying or selling an investment asset at a price or quantity that is inconsistent with the specific trading instructions generated by a particular strategy; or (ii) buying rather than selling a particular investment asset (and vice versa). Trading errors are an intrinsic factor in any complex investment process, and will occur notwithstanding the exercise of due care and special procedures designed to prevent trading errors. Trading errors are, therefore, distinguishable from errors in judgment, due diligence or other factors leading to a specific trading instruction being generated, as well as from unauthorized trading or other improper conduct by employees of the Investment Manager. Consequently, the Investment Manager will (unless the Investment Manager otherwise determines) treat all trading errors (including those which result in losses and those which result in gains) as for the account of the Partnership, unless they are the result of conduct by the Investment Manager which is inconsistent with the Investment Manager's standard of care.

Changes in Investment Strategy

The Investment Manager may alter its strategy without prior approval by the Limited Partners if the General Partner and the Investment Manager determine that such change is in the best interest of the Partnership.

Potential Indemnification Obligations

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

Valuation of the Partnership's Investments

While the Partnership is independently audited by its auditors on an annual basis in order to ensure as fair and accurate a pricing as possible, valuation of the Partnership's securities and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value of the Partnership could be adversely affected. Independent pricing information may not at times be available regarding certain of the Partnership's securities and other investments. Valuation determinations will be made in good faith in accordance with the Limited Partnership Agreement.

Although the Partnership generally will invest in exchange-traded and liquid over-the-counter securities, the Partnership may from time to time have some of its assets in investments which by their very nature may be extremely difficult to value accurately. To the extent that the value assigned by the Partnership to any such investment differs from the actual value, the Net Asset Value per Unit may be understated or overstated, as the case may be. In light of the foregoing, there is a risk that a Limited Partner who redeems all or part of its Units while the Partnership holds such investments will be paid an amount less than such Limited Partner would otherwise be paid if the actual value of such investments is higher than the value designated by the Partnership. Similarly, there is a risk that such Limited Partner might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the General Partner in respect of a redemption. In addition, there is risk that an investment in the Partnership by a new Limited Partner (or an additional investment by an existing Limited Partner) could dilute the value of such investments for the other Limited Partners if the actual value of such investments is higher than the value designated by the General Partner. Further, there is risk that a new Limited

Partner (or an existing Limited Partner that makes an additional investment) could pay more than it might otherwise if the actual value of such investments is lower than the value designated by the General Partner. The Partnership does not intend to adjust the Net Asset Value of the Partnership retroactively.

Possible Effect of Redemptions

Substantial redemptions of Units could require the Partnership to liquidate positions more rapidly than otherwise desirable to raise the necessary cash to fund redemptions and achieve a market position appropriately reflecting a smaller asset base. Such factors could adversely affect the value of the Units redeemed and of the Units remaining outstanding.

Charges to the Partnership

The Partnership is obligated to pay administration fees, brokerage commissions and legal, accounting, filing and other expenses regardless of whether the Partnership realizes profits.

Trading Costs

The Partnership may engage in a high rate of trading activity resulting in correspondingly high costs being borne by the Partnership.

Lack of Independent Experts Representing Limited Partners

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

Potential Conflicts of Interest.

The business of the Investment Manager is the trading of accounts for its clients. The orders of the Partnership will be executed in competition with the other accounts managed by the Investment Manager. The Investment Manager generally trades all accounts under management in a parallel fashion, where lots and prices are distributed proportionally, according to equity. Using this method of allocation and executions, no account or accounts can be traded "in front of" or have positions opposite of the other accounts under management. Since the Investment Manager may manage common interests for accounts on different financial terms, there may be an incentive to favour certain accounts over others. However, it is generally the policy and practice of the Investment Manager never to favour any account over another. Clients should be aware however, that the Investment Manager may trade accounts differently based on the dictates of the individual clients. For example, a client may request the Investment Manager to exclude a designated market in trading for the account. As a result client portfolios with similar mandates may not have identical portfolios.

Unaudited Financial Statements.

At the time of a redemption by a Limited Partner, an interim closing will occur on the basis of unaudited financial statements. Because there may be a greater risk of error when unaudited financial

statements are used, individual Limited Partner may be adversely affected by errors, if any, in such unaudited financial statements.

No Involvement of Unaffiliated Selling Agent

The General Partner and Investment Manager are under common control and ownership. Consequently, no outside selling agent unaffiliated with such parties has made any review or investigation of the terms of this offering, the structure of the Partnership or the background of the General Partner and Investment Manager.

Possible Effect of General Partner Distributions

The General Partner will receive distributions based on net realized and unrealized income and gains in a year, which distributions might theoretically exceed taxable income and taxable capital gains in such year. The Partnership will not be entitled to claim such difference as an expense nor will the General Partner have an obligation to the Partnership to repay any such distribution, having an adverse effect on the Net Asset Value of the Units.

Possible Negative Impact of Regulation of Hedge Funds

The regulatory environment for hedge funds is evolving and changes to it may adversely affect the Partnership. To the extent that regulators adopt practices of regulatory oversight in the area of hedge funds that create additional compliance, transaction, disclosure or other costs for hedge funds, returns of the Partnership may be negatively affected. In addition, the regulatory or tax environment for derivative and related instruments is evolving and may be subject to modification by government or judicial action that may adversely affect the value of the investments held by the Partnership. The effect of any future regulatory or tax change on the portfolio of the Partnership is impossible to predict.

Risks Associated with the Partnership's Underlying Investments

Investment and Trading Risks in General

All trades made by the Investment Manager risk the loss of capital. The Investment Manager may utilize trading techniques or instruments, which can, in certain circumstances, maximize the adverse impact to which a client's account may be subject. No guarantee or representation is made that the Partnership's investment program will be successful, and investment results may vary substantially over time. Many unforeseeable events, including actions by various government agencies, and domestic and international economic and political developments may cause sharp market fluctuations which could adversely affect the Partnership's portfolio and performance.

Industry Risk

The Partnership intends to limit its investments to the mining, and mining related, industries. These investments are highly susceptible to fluctuations in the underlying price of commodities (which are themselves highly volatile). Additionally as the Partnership may invest internationally, the Partnership's investments will also be at risk from volatility in global currency exchange rates.

General Economic and Market Conditions

The success of the Partnership's activities may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in

laws, and national and international political circumstances. These factors may affect the level and volatility of securities prices and the liquidity of the Partnership's investments. Unexpected volatility or illiquidity could impair the Partnership's profitability or result in losses.

Liquidity of Underlying Investments

Some of the securities in which the Partnership intends to invest may be thinly traded. There are no restrictions on the investment of Partnership assets in illiquid securities. It is possible that the Partnership may not be able to sell or repurchase significant portions of such positions without facing substantially adverse prices. If the Partnership is required to transact in such securities before its intended investment horizon, the performance of the Partnership could suffer.

Availability of Investment Strategies

The identification and exploitation of the investment strategies pursued by the Partnership involves a high degree of uncertainty. No assurance can be given that the Investment Manager will be able to locate suitable investment opportunities in which to deploy all of the Partnership's capital.

Portfolio Turnover

The Partnership has not placed any limits on the rate of portfolio turnover and portfolio securities may be sold without regard to the time they have been held when, in the opinion of the Investment Manager, investment considerations warrant such action. A high rate of portfolio turnover involves correspondingly greater expenses than a lower rate.

Highly Volatile Markets

The prices of financial instruments in which the Partnership's assets may be invested can be highly volatile and may be influenced by, among other things, specific corporate developments, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. The Partnership also is subject to the risk of the failure of any of the exchanges on which the Partnership's positions trade or of their clearinghouses.

Fixed Income Securities

The Partnership may invest in bonds or other fixed income securities of U.S., Canadian and other issuers, including, without limitation, bonds, notes and debentures issued by corporations; debt securities issued or guaranteed by the federal, state or provincial government in the United States or Canada or a governmental agency; and commercial paper. Fixed income securities pay fixed, variable or floating rates of interest. The value of fixed income securities in which the Partnership invests will change in response to fluctuations in interest rates. In addition, the value of certain fixed-income securities can fluctuate in response to perceptions of credit worthiness, political stability or soundness of economic policies. Fixed income securities are subject to the risk of the issuer's inability to meet principal and interest payments on its obligations (i.e., credit risk) and are subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity (i.e., market risk). If fixed income investments are not held to maturity, the Partnership may suffer a loss at the time of sale of such securities.

Equity Securities

To the extent that the Partnership holds equity portfolio investments, it will be influenced by stock market conditions in those jurisdictions where the securities held by the Partnership are listed for trading and by changes in the circumstances of the issuers whose securities are held by the Partnership. Additionally, to the extent that the Partnership holds any foreign investments, it will be influenced by world political and economic factors and by the value of the Canadian dollar as measured against foreign currencies which will be used in valuing the foreign investment positions held by the Partnership.

Options

Selling call and put options is a highly specialized activity and entails greater than ordinary investment risk. The risk of loss when purchasing an option is limited to the amount of the purchase price of the option, however investment in an option may be subject to greater fluctuation than an investment in the underlying security. In the case of the sale of an uncovered option there can be potential for an unlimited loss. To some extent this risk may be hedged by the purchase or sale of the underlying security.

Small Companies

The Partnership may invest a portion of its assets in small and/or unseasoned companies. While smaller companies generally have potential for rapid growth, they often involve higher risks because they may lack the management experience, financial resources, product diversification, and competitive strength of larger companies. In addition, in many instances, the frequency and volume of their trading may be substantially less than is typical of larger companies. As a result, the securities of smaller companies may be subject to wider price fluctuations. When making large sales, the Partnership may have to sell portfolio holdings at discounts from quoted prices or may have to make a series of small sales over an extended period of time due to the trading volume of smaller company securities.

Speculative Purchases of Securities

The Partnership may make speculative purchases of securities that the Investment Manager believes to be undervalued or that may be the subject of acquisition attempts, exchange offers, cash tender offers or corporate reorganisations. There can be no assurances that securities which the Investment Manager believes to be undervalued are in fact undervalued, or that undervalued securities will increase in value. Further, in such cases, a substantial period of time may elapse between the Partnership's purchase of the securities and the acquisition attempt or reorganisation. During this period, a portion of the Partnership's funds would be committed to the securities purchased and the Partnership may finance such purchase with borrowed funds on which it would have to pay interest.

Shorting

Selling a security short ("**shorting**") involves borrowing a security from an existing holder and selling the security in the market with a promise to return it at a later date. Should the security increase in value during the shorting period, losses will incur to the Partnership. There is in theory no upper limit to how high the price of a security may go. Another risk involved in shorting is the loss of a borrow, a situation where the lender of the security requests its return. In cases like this, the Partnership must either find securities to replace those borrowed or step into the market and repurchase the securities. Depending on the liquidity of the security shorted, if there are insufficient securities available at current market prices, the Partnership may have to bid up the price of the security in order to cover the short position, resulting in losses to the Partnership.

Currency and Exchange Rate Risks

The Partnership's cash assets may be held in currencies other than the Canadian dollar, and gains and losses in securities transactions may be in currencies other than the Canadian dollar. Accordingly, a portion of the income received by the Partnership will be denominated in non-Canadian currencies. The Partnership nevertheless will compute and distribute its income in Canadian dollars. Thus changes in currency exchange rates may affect the value of the Partnership's portfolio and the unrealized appreciation or depreciation of investments. Further, the Partnership may incur costs in connection with conversions between various currencies.

Counterparty and Settlement Risk

Some of the markets in which the Partnership will effect its transactions may be "over the counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange-based" markets. This exposes the Partnership to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Partnership to suffer a loss. In addition, in the case of a default, the Partnership could become subject to adverse market movements while replacement transactions are executed. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Partnership has concentrated its transactions with a single or small group of counterparties. The Partnership is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. Moreover, neither the Partnership nor the Investment Manager has an internal credit function which evaluates the creditworthiness of its counterparties. The ability of the Partnership to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Partnership.

Leverage

The Partnership may use financial leverage by borrowing funds against the assets of the Partnership. Leverage increases both the possibilities for profit and the risk of loss for the Partnership. From time to time, the credit markets are subject to periods in which there is a severe contraction of both liquidity and available leverage. The combination of these two factors can result in leveraged strategies being required to sell positions typically at highly disadvantageous prices in order to meet margin requirements, contributing to a general decline in a wide range of different securities. Illiquidity can be particularly damaging to leveraged strategies because of the essentially discretionary ability of dealers to raise margin requirements, requiring leveraged strategy to attempt to sell positions to comply with such requirements at a time when there are effectively no buyers in the market at all or at any but highly distressed prices. These market conditions have in the past resulted in major losses to a substantial number of private investment funds. Such conditions, although unpredictable, can be expected to recur.

The foregoing statement of risks does not purport to be a complete explanation of all the risks involved in purchasing the Units. Potential investors should read this entire Offering Memorandum and consult with their legal, tax and financial advisers, before making a decision to invest in the Units.

STATEMENT OF POLICIES

As a portfolio manager, the Investment Manager may occasionally face conflicts between its own interests and those of its clients, or between the interests of one client and the interests of another. The

Investment Manager has adopted certain policies to minimize the occurrence of such conflicts or to deal fairly where those conflicts cannot be avoided. In no case will the Investment Manager put its own interests ahead of those of its clients.

Fairness Policy

As an adviser in the category of portfolio manager, the Investment Manager and its employees shall conduct themselves with integrity and honesty and act in an ethical manner in all of their dealings with the Investment Manager's clients.

The Investment Manager shall not knowingly participate or assist in the violation of any statute or regulation governing securities and investment matters.

The responsible persons shall exercise reasonable supervision over subordinate employees subject to their control to prevent any violation by such persons of applicable statutes or regulations.

The Investment Manager shall exercise diligence and thoroughness on taking an investment action on behalf of the Partnership as it does with all of its clients and the Investment Manager shall have a reasonable and adequate basis for such actions, supported by appropriate research and investigations.

Before initiating an investment transaction for the Partnership, the Investment Manager will consider its appropriateness and suitability. The Investment Manager will manage the Partnership's account within the guidelines set out herein.

The Investment Manager shall ensure that each client account is supervised separately and distinctly from our other clients' accounts. The Investment Manager owes a duty to each client and, therefore, the Investment Manager has an obligation to treat each client fairly.

It may be determined, however, that the purchase or sale of a particular security is appropriate for more than one client account, i.e. that particular client orders should be aggregated or "bunched", such that in placing orders for the purchase or sale of securities, the Investment Manager may pool the Partnership's order with that of another client or clients. Simultaneously placing a number of separate, competing orders may adversely affect the price of a security. Therefore, where appropriate, when bunching orders, and allocating block purchases and block sales, it is the Investment Manager's policy to treat all clients fairly and to achieve an equitable distribution of bunched orders. All new issues of securities and block trades of securities will be purchased for, or allocated amongst, all applicable accounts of our clients in a manner the Investment Manager considers to be fair and equitable.

In the course of managing a number of discretionary accounts, there may arise occasions when the quantity of a security available at the same price is insufficient to satisfy the requirements of every client, or the quantity of a security to be sold is too large to be completed at the same price. Similarly, new issues of a security may be insufficient to satisfy the total requirements of all clients. Under such conditions, as a general policy, and to the extent that no client will receive preferential treatment, the Investment Manager will ensure:

- where orders are entered simultaneously for execution at the same price, or where a block trade is entered and partially filled, fills are allocated proportionately and equally on the amount of equity of each client's account;
- where a block trade is filled at varying prices for a group of clients, fills are allocated on an average price basis;

- in the case of hot issues and IPOs, participation is split equally between clients based proportionately on the equity in each account;
- in the case of a new securities issue, where the allotment received is insufficient to meet the full requirements of all accounts on whose behalf orders have been placed, allocation is made on a pro rata basis. However, if such prorating should result in an inappropriately small position for a client, the allotment would be reallocated to another account. Depending on the number of new issues, over a period of time, every effort will be made to ensure that these prorating and reallocation policies result in fair and equal treatment of all clients, and
- trading commissions for block trades are allocated on a *pro rata* basis, in accordance with the foregoing trade allocation policies.

Whichever method is chosen, it must be followed in the future where similar conditions exist. Where it is impossible to achieve uniform treatment, every effort shall be made by the Investment Manager and its employees to compensate at the next opportunity in order that every client, large or small, over time, receives equitable treatment in the filling of orders.

In allocating bunched orders, the Investment Manager uses several criteria to determine the order in which participating client accounts will receive an allocation thereof. Criteria for allocating bunched orders include the current concentration of holdings of the industry in question in the account, and, with respect to fixed income accounts, the mix of corporate and/or government securities in an account and the duration of such securities.

Some of the Investment Manager's clients have selected a dealer to act as custodian for the clients' assets and direct the Investment Manager to execute transactions through that dealer. It is not the Investment Manager's practice to negotiate commission rates with such dealers. For clients who grant the Investment Manager brokerage discretion, the Investment Manager will block orders and all client transactions will be done at the same standard institutional per share commission rate

The Investment Manager may purchase or sell securities from or to other managed accounts provided that the transaction is effected through an independent broker at the current market price of the security or at the mid-point of the current market bid/ask price, unless a deviation is permitted in writing by the Chief Investment Officer, or equivalent.

Transactions for clients shall have priority over personal transactions so that the Investment Manager's and its employees' personal transactions do not act adversely to the Partnership's interest.

The Investment Manager will at all times preserve confidentiality of information communicated by a client concerning matters within the scope of a confidential relationship.

The above sets out in general terms the standards of fairness that the Investment Manager and its employees will exercise in its dealings with the Partnership and all of its clients.

Soft Dollar Arrangements

The negotiation of commissions on brokerage transactions executed on behalf of the Investment Manager of a portfolio or fund is governed by the general obligation of the Investment Manager to act in the best interest of its clients (including the beneficiaries of the funds managed by the Investment Manager).

In selecting brokers to carry out portfolio trades on behalf of clients, the Investment Manager may select brokers who have agreed to provide services at no cost to the Investment Manager. These services are limited to order execution services and investment decision-making services. These arrangements are known as soft dollar arrangements and are intended to reduce some of the Investment Manager's administrative costs. These savings are generally indirectly shared by all of the Investment Manager's clients. The Investment Manager shall strive to ensure that, over all, its clients are treated equally in this regard, and will never enter into a soft dollar arrangement which will knowingly prejudice one client to the benefit of another.

All soft dollar agreements are documented and are conducted in accordance with applicable law.

Personal Trading

The Investment Manager has adopted a policy intended to restrict and monitor all personal trading by the employees of the Investment Manager in order to ensure that there is no conflict between such personal trading and the interests of the investment funds managed by the Investment Manager and the Investment Manager's other clients.

Referral Arrangements

The Investment Manager may enter into referral arrangements whereby it pays a fee for the referral of a client to the Investment Manager or to one of the funds it manages. No such payments will be made unless the referred investors are first advised of the arrangement and all applicable securities laws are complied with.

Related and Connected Issuers

In Ontario, the Investment Manager is both an exempt market dealer and an adviser in the category of portfolio manager. As a result, potential conflicts of interest could arise in connection with the Investment Manager acting in both capacities. As an exempt market dealer, the Investment Manager intends only to sell interests in related limited partnerships and other pooled funds organized by the Investment Manager. Accordingly, there is no opportunity for a potential conflict to arise as there would be if, for example, the Investment Manager also sold or sought investors for, securities of unrelated issuers.

The Investment Manager may from time to time be deemed to be related or connected to one or more issuers for purposes of the disclosure and other rules of the securities laws referred to above, including the one to which this Offering Memorandum relates. The Investment Manager is prepared to act as an adviser and as a dealer in the ordinary course of its business to and in respect of securities of any such related or connected issuer. In any such case, these services shall be carried out by the Investment Manager in the ordinary course of its business as an adviser and a dealer in accordance with its usual practices and procedures and in accordance with all applicable disclosure and other regulatory requirements.

The Investment Manager acts as the manager of the Partnership and earns fees for managing the Partnership. The Investment Manager acts as an exempt market dealer in connection with the marketing and sale of units of the Partnership. However, no commissions are paid to the Investment Manager in connection with the sale of such Units. The General Partner is an affiliate of the Investment Manager and receives distributions of profits from the Partnership. David Dattels is the sole officer, director and ultimate beneficial owner of the General Partner and of the Investment Manager.

Statement of Related Registrants

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

The Investment Manager has no related registrants.

PROCEEDS OF CRIME (MONEY LAUNDERING) LEGISLATION

In order to comply with Canadian legislation aimed at the prevention of money laundering, the General Partner and/or the Investment Manager may require additional information concerning investors.

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

STATUTORY RIGHTS OF ACTION AND RESCISSION

Rights of Action for Damages or Rescission

Securities legislation in certain of the provinces of Canada provides purchasers of Units with, in addition to any other right they may have at law, rights of rescission or damages, or both, where this Offering Memorandum and any amendment thereto contains a misrepresentation. As used herein, except where otherwise specifically defined, "**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement in the offering memorandum not misleading in light of 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. Such rights must be exercised by the purchaser within the prescribed time limits. Purchasers should refer to the applicable provisions of the securities legislation of their province for the particulars of these rights or consult with a legal adviser. The following is a summary of the rights of rescission or damages, or both, available to purchasers under the securities legislation of certain of the provinces of Canada.

Rights for Purchasers in Ontario

If this Offering Memorandum, or any amendment hereto, delivered to a purchaser of shares resident in Ontario contains a Misrepresentation, the purchaser to whom this Offering Memorandum has been delivered and who purchases a share offered by this Offering Memorandum shall have, without regard to whether the purchaser relied upon the Misrepresentation, a right of action for damages against the Partnership or, at the election of the purchaser, a right of rescission against the Partnership (in which case the purchaser shall cease to have a right of action for damages against the Partnership), provided that:

- (a) no action may be commenced by a purchaser resident in Ontario to enforce a right of action

- (i) for rescission more than 180 days after the date of the purchase; and
- (ii) for damages later than the earlier of (A) 180 days after the investor first had knowledge of the facts giving rise to the cause of action, and (B) 3 years after the date of purchase;
- (b) the Partnership will not be liable if it proves that the purchaser purchased the shares with knowledge of the Misrepresentation;
- (c) in the case of an action for damages, the Partnership will not be liable for all or any portion of the damages that it proves does not represent the depreciation in value of the shares as a result of the Misrepresentation relied upon;
- (d) in no case will the amount recoverable in any action exceed the price at which the shares were sold to the purchaser; and
- (e) the Partnership will not be liable for a Misrepresentation in forward-looking information if the Partnership proves that:
 - (i) this Offering Memorandum contains, proximate to the forward-looking information, reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and a statement of material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward-looking information; and
 - (ii) the Partnership has a reasonable basis for drawing the conclusion or making the forecasts and projections set out in the forward-looking information.

The foregoing rights do not apply if the purchaser purchased shares of the Partnership using the “accredited investor” exemption and is:

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act;
- (f) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (g) a Schedule III bank;
- (h) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- (i) a subsidiary of any person referred to in paragraphs (a) to (d) above, if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

Purchasers will be given the benefits of any change in such legislation relating to these rights as if such changes were incorporated herein.

Rights for Purchasers in Québec

Under legislation adopted but not yet in force in Québec, if this Offering Memorandum, together with any amendment hereto, delivered to a purchaser resident in Québec contains a Misrepresentation, the purchaser will have (i) a right of action for damages against the Partnership, every officer or director of the Partnership, the dealer (if any) under contract to the Partnership, any person who is required to sign an attestation and any expert whose opinion, containing a Misrepresentation, appeared, with the expert's consent, in this Offering Memorandum or (ii) a right of action against the Partnership for rescission of the purchase contract.

No person or company will be liable if the person or company proves that:

- (a) the purchaser purchased the shares with knowledge of the Misrepresentation; or
- (b) in an action for damages, that it acted prudently and diligently (except in an action brought against the Partnership).

No action may be commenced to enforce such a right of action:

- (a) for rescission, more than 3 years after the date of the purchase; or
- (b) in an action for damages, later than the earlier of (i) 3 years after the purchaser first had knowledge of the facts giving rise to the cause of action, except on proof of tardy knowledge imputable to the negligence of the purchaser, or (ii) 5 years from the filing of the Offering Memorandum with the Autorité des marchés financiers.

No person will be liable for a Misrepresentation in forward-looking information if the person proves that:

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

General

The foregoing summaries are subject to the express provisions of the applicable securities legislation and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions. The rights of action described herein are in addition to and without derogation from any other right or remedy that the purchaser may have at law.

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