*This Confidential Offering Memorandum ("**Offering Memorandum**") constitutes an offering of securities only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities.* ***No securities commission or similar authority in Canada has reviewed or in any way passed upon this document or the merits of the securities offered hereby, and any representation to the contrary is an offence.***

This Offering Memorandum is personal to each prospective purchaser and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the securities offered herein. Distribution of this Offering Memorandum to any person other than the prospective purchaser and any person retained to advise such prospective purchaser with respect to its purchase is unauthorized, and any disclosure of any of its contents without the Investment Manager's prior written consent is prohibited. Each prospective purchaser, by accepting delivery of this Offering Memorandum, agrees to the foregoing and also agrees to make no photocopies of this Offering Memorandum or any documents referred to in, or incorporated into, this Offering Memorandum.

February 6, 2025

CONFIDENTIAL OFFERING MEMORANDUM

CLASS A UNITS, CLASS F UNITS and CLASS I UNITS

of

CORMARK-CORTON QUANTITATIVE OPPORTUNITIES FUND

Managed and Advised by

CORTON CAPITAL INC.

The Cormark-Corton Quantitative Opportunities Fund (the "**Fund**"), is an open-end investment fund established as a trust under the laws of the Province of Ontario on January 7, 2025 and governed by a declaration of trust by Corton Capital Inc. (referred to in this Offering Memorandum as "**Corton**", the "**Trustee**" or the "**Investment Manager**" as the context requires), as trustee, settlor and manager, as the same may be supplemented, amended and restated from time to time (the "**Trust Declaration**"). The investment objective of the Fund is to provide to provide returns to investors which are in excess of the TSX/S&P Index with lower downside volatility by providing exposure to the returns of a quantitative trading model. In order to achieve its investment objective, the Fund will invest all or substantially all of its assets in limited partnership units of the Cormark-Corton Quantitative Opportunities Fund L.P. (the "**Underlying Fund**"), a limited partnership established under the laws of the Province of Ontario. The investment objectives, strategy and restrictions of the Fund and the Underlying Fund are described in this Offering Memorandum. Corton acts as the investment fund manager and investment advisor to each of the Fund and the Underlying Fund.

An investment in the Fund is represented by trust units (the "**Units**") of different Classes, each Class with equal rights and privileges. The Classes of Units offered pursuant to this Offering Memorandum have the same investment objective, strategy and restrictions but may differ in respect of one or more features, such as yield, sales commissions, indirect exposure to management fees and allocation entitlements after the Seed Partner Allocations (as hereinafter defined) at the Underlying Fund level.

The Fund is offering Units for sale on a continuous basis pursuant to exemptions from the prospectus requirements of applicable securities legislation (the "**Offering**") in each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia and Newfoundland and Labrador (the "**Offering Jurisdictions**"). Units may be purchased directly from Corton in its capacity as exempt market dealer or through other registered dealers in the Offering Jurisdictions. The minimum initial aggregate investment is: (i) $1,000 for Class A Units and Class F Units; and (ii) $3,000,000 for Class I Units offered hereunder or, in each case, such lesser amount

as the Investment Manager may, in its discretion, permit. Subscribers resident in any Offering Jurisdiction must either qualify as an "accredited investor" (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* or in Section 73.3 of the *Securities Act* (Ontario)) or qualify to purchase Units pursuant to another available exemption from the prospectus requirement under the applicable securities legislation of the Offering Jurisdiction. Please see "Details of the Offering".

Subscriptions for Units will be processed as of the last Business Day (as hereinafter defined) of each month and such other days as the Investment Manager, in its sole discretion, may permit (each a "**Subscription Date"**). Each Class of Units will initially be offered at a subscription price of $10 per Unit and thereafter, will be issued at a subscription price that is equal to the Net Asset Value per Unit (as hereinafter defined) of the applicable Class as of the Subscription Date and as at any other day as the Investment Manager may determine (each, a "**Valuation Date**"). Fractional Units will be issued up to a maximum of four decimal places.

The Fund must receive payment of the subscription price in addition to the completed subscription agreement and any other required documents by no later than 4:00 p.m. (Toronto time) on the applicable Subscription Date (the "**Subscription Deadline**") in order for such subscriber to be admitted at the applicable Class Net Asset Value per Unit (as hereinafter defined) for that Subscription Date. If the subscription order and/or payment of the subscription amount is received by the Fund after the Subscription Deadline, the subscription order will be processed as of the next Subscription Date (i.e., the subscription will be processed at the applicable Class Net Asset Value determined as of the next Valuation Date). Please see "Purchase Procedure".

Subject to certain requirements, Units may be redeemed on a monthly basis, as at the last Business Day (a "**Redemption Date**") provided that a written or electronic redemption request is received by the Investment Manager no later than 4:00 pm (Toronto time) on a date which is not less than thirty (30) days prior to the applicable Redemption Date.

If there is a misrepresentation in this Offering Memorandum, purchasers resident in the Offering Jurisdictions may, in certain circumstances, be provided with a remedy for rescission or damages. Please see "Purchasers Statutory and Contractual Rights of Action for Rescission and Damages".

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 Fund.

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 terms of the Trust Declaration and applicable securities legislation. Therefore, persons who receive this Offering Memorandum must inform themselves of, and observe, all applicable restrictions with respect to the acquisition or disposition of Units under applicable securities legislation. As there is no market for the Units, it may be difficult or even impossible for a Unitholder to sell them. However, Units may be redeemed in accordance with the provisions of this Offering Memorandum. Please see "Risk Factors" and "Redemption of Units".

There are certain additional risk factors associated with investing in the Units. Investors should consult with their own professional advisors to assess the income tax, legal and other aspects of the investment. Potential investors should carefully review the Risk Factors outlined in this Offering Memorandum. Please see "Risk Factors".

Each of the Fund and the Underlying Fund is a related and connected issuer of Corton and Cormark Securities Inc. under Applicable Securities Laws (as hereinafter defined). Please see "Statement of Related and Connected Issuers".

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements. All statements, other than statements of historical fact, that address activities, events or developments that the Fund believes, expects or anticipates will or may occur in the future (including, without limitation, statements regarding any objectives and strategies of the Fund) are forward-looking statements. These forward-looking statements reflect the current expectations, assumptions or beliefs of the

Investment Manager based on information currently available to such persons. Forward-looking statements are subject to a number of risks and uncertainties that may cause the actual results of the Fund or the Underlying Fund to differ materially from those discussed in the forward-looking statements, and even if such actual results are realized or substantially realized, there can be no assurance that they will have the expected consequences to, or effects on, the Fund or the Underlying Fund (as applicable). Factors that could cause actual results or events to differ materially from current expectations include, among other things, volatility in financial markets, fluctuations in currency exchange rates and interest rates, tax consequences, changes in applicable laws and other risks associated with investing in securities and those factors discussed under the section entitled "Risk Factors" in this Offering Memorandum and the offering memorandum of the Underlying Fund. Any forward-looking statement speaks only as of the date on which it is made and, except as may be required by Applicable Securities Laws, the Fund disclaims any intent or obligation to update any forward-looking statement, whether as a result of new information, future events or results or otherwise. Although the Investment Manager believes that the assumptions inherent in the forward-looking statements are reasonable, forward-looking statements are not guarantees of future performance and accordingly undue reliance should not be put on such statements due to the inherent uncertainty therein.

All references to "$", "U.S.$", "CAD$" and "dollars" in this Offering Memorandum are references to the currency of the United States, or Canada, as the context requires.

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SUMMARY

Prospective purchasers are encouraged to consult their own professional advisors as to the tax and legal consequences of investing in the Fund. The following is a summary only and is qualified by the more detailed information contained in this Offering Memorandum. Capitalized terms not otherwise defined in this summary have the meanings ascribed to them in the Glossary.

The Fund:	Cormark-Corton Quantitative Opportunities Fund (the "**Fund**"), is an open-end investment fund established as a trust under the laws of the Province of Ontario on January 7, 2025 and operating pursuant to the Trust Declaration (as hereinafter defined).
Manager and Investment Advisor of the Fund:	Corton Capital Inc. ("**Corton**" or the "**Investment Manager**") 21 Summer Breeze Drive Carrying Place, Ontario K0K 1L0 Corton is the investment advisor and investment fund manager to each of the Fund and the Underlying Fund (as defined below).
The Offering:	An unlimited number of trust units (collectively, the "**Units**") of the Fund are offered hereunder on a continuous basis to an unlimited number of subscribers resident in or otherwise subject to the securities laws of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia and Newfoundland and Labrador (the "**Offering Jurisdictions**"). Units may be purchased directly from Corton in its capacity as exempt market dealer or through other registered dealers. Units of the Fund are offered and sold pursuant to available exemptions from the prospectus requirements of applicable securities legislation in the Offering Jurisdictions and must invest the following minimum initial subscription amounts: (a) For Class A and Class F Units, $1,000, if they are "accredited investors" or purchasing pursuant to another exemption from the prospectus requirement available under National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or applicable securities laws in the Offering Jurisdictions; or (b) For Class I Units, the minimum initial subscription amount is $3,000,000. Additional investment in Class A Units, Class F Units and Class I Units may be made in such amounts as the Investment Manager may in its discretion permit, provided that at such time the Unitholder is an accredited investor. The Investment Manager reserves the right to accept or reject subscriptions for Units, to change the minimum amounts for investment in the Fund and/or to discontinue the offering of Units at any time and from time to time. Each subscriber must satisfy applicable regulatory requirements. At the discretion of the Investment Manager, subscriptions for lesser amounts which comply with other available exemptions from prospectus requirements under applicable securities legislation may be accepted. Please see "Details of the Offering" and "Purchase Procedure".

Class of Units Offered:	There are three (3) Classes of Units currently offered by the Fund: Class A, Class F and Class I Units. Each Class has the same investment objective, strategy and restrictions but differs in respect of one or more of its features, such as yield, sales commissions, indirect exposure to management fees and allocation entitlements after the Seed Partner Allocations (as hereinafter defined) at the Underlying Fund level. Class A Units may be purchase by all investors and may carry a front-end sales commission. Class F Units may be purchased by investors who are enrolled in a dealer sponsored fee-for-service or "wrap" program and who are subject to an annual asset-based fee. Class I Units may be purchased by institutional investors or other investors on a case by case basis in the discretion of the Investment Manager.
Offering Price:	Each Class of Units will initially be offered at a subscription price of $10 per Unit and thereafter on a continuous basis at the applicable Class Net Asset Value per Unit (as hereinafter defined) of the applicable Class calculated as of the last Business Day of each month and as at any other day as the Investment Manager may determine (each, a "**Valuation Date**"). Fractional Units will be issued up to a maximum of four decimal places. Please see "Purchase Procedure".
Investment Objective of the Fund:	The investment objective of the Fund is to provide returns to investors which are in excess of the TSX/S&P Index with lower downside volatility by providing exposure to the returns of a quantitative trading model. Please see "Investment Objective and Strategy of the Fund".
Investment Strategy of the Fund:	The Fund will seek to achieve its investment objective by investing all or substantially all of its assets in corresponding classes of limited partnership units of the Underlying Fund (the "**Underlying Fund Units**"). No sales commission, trailing commission or other brokerage fees will be charged to the Fund in respect of its investment in the Underlying Fund Units. The return to holders of Units will be dependent upon the return of the Underlying Fund Units. There is no guarantee or other form of principal protection for any amounts invested by a Unitholder. Due to variations in expenses, the return of the Fund will be different than the return of the Underlying Fund. Please see "Investment Objective and Strategy of the Fund".
The Underlying Fund:	The Underlying Fund is a limited partnership formed under the laws of the Province of Ontario on January 7, 2025. Please see "The Underlying Fund".
General Partner of the Underlying Fund:	Cormark Investment Funds (GP) Inc. (the "**Underlying Fund GP**"), a corporation formed under the laws of Canada, acts as the general partner of the Underlying Fund. Please see "The Underlying Fund".
Investment Manager and Advisor of the Underlying Fund:	Corton acts as the investment fund manager and investment advisor to the Underlying Fund.
Investment Objective of the Underlying Fund:	The investment objective of the Underlying Fund is provide returns to investors which are in excess of the TSX/S&P Index with lower downside volatility, by utilizing top-

	down indicators to identify the most attractive market sectors and factors, and to then apply a systemic, bottom-up quantitative model for the selection of portfolio securities. There can be no assurances that the investment objective of the Underlying Fund will be achieved.
Investment Strategies Utilized in respect of the Underlying Fund:	The Underlying Fund utilizes a unique systematic approach developed by Cormark Quantitative Analysis Inc. (a subsidiary of Cormark Securities Inc,) which marries quantitative/momentum models with both top-down and bottom-up factors (the "**Quantitative Trading Program**"). Top-down factor analysis utilized by the Quantitative Trading Program includes systematically ranking the most attractive sectors and factors to overweight within the investment portfolio, as well as measuring risk appetite across financial markets. These inputs dictate the net exposure and beta of the Underlying Fund's investment portfolio. The Quantitative Trading Program then employs bottom-up models for stock selection based on the momentum of both company fundamentals and stock prices. The Quantitative Trading Program's models incorporate a variety of fundamental factors, focussing on trends in profitability, earnings surprise/revisions, quality, and valuation. Price momentum analysis is then overlaid to identify the strongest trends. Each factor is weighted based on back tests to determine a final score for all stocks and the model selects the strongest stocks from each sector. Importantly, price momentum is measured by the Quantitative Trading Program across different time frames to improve timing and enhance returns. By combining both the long-term primary trend with short-term tactical indicators, the Quantitative Trading Program models' analysis dampens the drawdowns at inflexion points associated with traditional momentum factor analysis that employs only a single time frame. The Underlying Fund will follow a robust risk management program. The Underlying Fund will employ stop losses to mitigate downside risks and diversify across sectors/style/and market cap. Ultimately, the investment strategy is to systematically identify and lock onto leading stocks in leading sectors until the indicators deteriorate thus removing the emotion from investing. The Underlying Fund's investment process is expected to generate returns that are consistently above TSX/S&P Index with lower downside volatility. Please see "Investment Strategies Utilized by the Underlying Fund".
Technology Licence Agreement:	The Quantitative Trading Program was developed by Cormark Quantitative Analysis Inc. and has been licensed to Corton, on behalf of the Underlying Fund by Cormark Quantitative Analysis Inc. on an exclusive basis pursuant to a technology license agreement dated as of January 7, 2025 (the "**Technology Licence Agreement**"). Pursuant to the terms of the Technology Licence Agreement, Corton shall be entitled to the use of the Quantitative Trading Program exclusively in relation to the investment objective and strategies of the Underlying Fund, until the earlier of: (i) the termination of the Investment Management and Advisory Agreement; and (ii) the wind-up and dissolution of the Underlying Fund. Pursuant to the terms of the Technology Licence Agreement, Corton has agreed to pay Cormark Quantitative Analysis Inc., out of its own assets, a monthly royalty fee equal to: (i) all monthly Management Fee Revenues received by Corton in relation to the Underlying Fund, less (ii) $7,000 and plus all applicable taxes (the "**Technology Royalty Fee**"). Please see "Technology Licence Agreement".

Use of Leverage:	Borrowing for investment purposes is known as "leverage". Leverage is defined as the absolute market value of all long positions and short positions over net asset value. Leverage can also be employed through the use of options and other derivative instruments. The investment strategies utilized by the Underlying Fund may employ leverage when deemed appropriate by Corton, including to enhance returns and to meet redemptions that would otherwise result in the premature liquidation of investments. The exposure of the Fund to the returns of the Underlying Fund will have the indirect effect of exposing the Fund to the use of leverage. While leverage presents the opportunity for increasing the total return on investments, it has the effect of potentially increasing losses as well. Accordingly, any event that adversely affects the value of an investment could be magnified to the extent leverage is utilized. The cumulative effect of the use of leverage with respect to any investments in a market that moves adversely to such investments could result in a greater loss than if the investments were not levered. Please see "Investment Strategies Utilized by the Underlying Fund – Leverage" and "Risk Factors – Risks Related to Investment Strategies Utilized in Connection with the Underlying Fund – Risk of Leverage".
Underlying Fund Seed Partner Allocations:	*Allocation to Underlying Fund Seed Partners – Class S Underlying Fund Units* By virtue of the Fund's investment in Underlying Fund Units, Unitholders of the Fund will be indirectly exposed to Seed Partner Allocations made to the Seed Partners by the Underlying Fund in respect of each class of Underlying Fund Units. 1000242574 Ontario Inc. and Corton Charlemagne Inc. (individually, a "**Seed Partner**" and collectively, the "**Seed Partners**"), will each receive a specified share in the profits of the Underlying Fund by virtue of holding Class S Underlying Fund Units 1000242574 Ontario Inc. is an affiliate of Cormark Securities Inc. and Corton Charlemagne Inc. is an affiliate of Corton Capital Inc. In respect of each fiscal quarter of the Underlying Fund (each, a "**Determination Period**"), each Seed Partner will be allocated a specified amount in respect of the income of the Underlying Fund equal to the lesser of (a) the Seed Growth Interest (as defined below); and (b) the income of the Underlying Fund (the "**Seed Partner Allocations**"). The Seed Partner Allocations will be made to the Seed Partners as of the last Business Day of each calendar quarter or as at a redemption date of any class of Underlying Fund Units. The "**Seed Growth Interest**" in respect of each class of Underlying Fund Units for a particular Determination Period will be an amount equal to 20% of the amount, if any, by which the Net Performance (as hereinafter defined) of each of the class A Underlying Fund Units and class F Underlying Fund Units exceeds (the "**Excess Amount**") the Hurdle Rate (as defined below) for the same period calculated in accordance with the terms of the Underlying Fund LPA (as hereinafter defined) of the Underlying Fund and subject to the High Water Mark (each as hereinafter defined). "**Net Performance**" means the return of the applicable class of Underlying Fund Units during the Determination Period less: (A) all expenses of the Underlying Fund attributable to such class of Underlying Fund Units, less (B) any Shortfall Amount (as hereinafter defined); and after adding (C) any amount distributed by the Underlying Fund in respect of such class of Underlying Fund Units during such Determination Period. The "**Hurdle Rate**" means five percent (5%) on an annualized basis.

The "**High Water Mark**" in respect of the class A and F Underlying Fund Units shall be: (i) in respect of the initial subscription for the applicable class of Underlying Fund Units, the aggregate subscription proceeds received by the Underlying Fund in respect of such Underlying Fund Units; or (ii) the net asset value of such class of Underlying Fund Units at the end of the immediately preceding Determination Period in which Seed Partner Allocations with respect to such class were calculated as being equal to the Seed Growth Interest and were subsequently allocated and, in each case, adjusted on a *pro rata* basis for any redemptions of the class of Underlying Fund Units by the Underlying Fund. In other words, any unrecovered net depreciation (other than as a result of redemptions) in the applicable class net asset value of the Underlying Fund Units in any prior Determination Period reduces the net appreciation in the class net asset value of such Underlying Fund Units in subsequent years for purposes of calculating the Seed Partner Allocations with respect to such class (that is, there is a "**perpetual high water mark**"). For greater clarity, the Seed Partner Allocations: (i) are calculated separately in respect of each class of Underlying Fund Units; and (ii) will not include amounts in respect of the increase in the net asset value of a particular class of Underlying Fund Units to the extent that such amounts were reflected in prior Seed Partner Allocations.

The Seed Partner Allocations are calculated and paid for each Determination Period in respect of the amount, if any, by which the Net Performance of each of the class A Underlying Fund Units and class F Underlying Fund Units during such period exceeds the performance of the Hurdle Rate. In the event that the Net Performance of a class of Underlying Fund Units is less than the performance of the Hurdle Rate for any Determination Period (a "**Shortfall Amount**"), such Shortfall Amount will either be deducted from any future Excess Amount or added to any existing aggregate Shortfall Amount. In the event that there is an aggregate Shortfall Amount for any Determination Period, such aggregate Shortfall Amount must first be eliminated by Excess Amounts in one or more subsequent Determination Periods before any Seed Partner Allocations will be made.

The Seed Partner Allocations shall only be allocated and paid: (i) in respect of a Determination Period to the extent that there is a net Excess Amount in respect of a class of Underlying Fund Units as of the last day of such Determination Period; and (ii) on a redemption of a class of Underlying Fund Units during any Determination Period based upon the Net Performance of such Units from the beginning of the relevant Determination Date up to and including the redemption date and subject to any applicable aggregate Shortfall Amount.

For greater certainty, Seed Partner Allocations will be payable on all returns in respect of a class of Underlying Fund Units provided that at the time of determination: (a) there is a net Excess Amount for the class; and (b) the applicable class of Underlying Fund Units is above its High Water Mark.

The Seed Partner Allocations allocable to the Seed Partners in respect of the class I Underlying Fund Units shall be negotiated between to the Investment Manager and the Investor.

Please see "Material Agreements of the Underlying Fund – The Underlying Fund LPA – Seed Partner Allocations".

Purchase Procedure: To initially subscribe for Units of the Fund, a subscriber must complete and return to the Investment Manager and the Fund Administrator (as hereinafter defined) a subscription agreement (the "**Subscription Agreement**") together with payment of the subscription price for the Class of Units being purchased. A subscriber purchasing

through a Registered Dealer (as defined herein) should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to their dealer. In this case, the Registered Dealer will make arrangements on behalf of the subscriber to remit payment for the Units purchased to the Investment Manager.

In order for a subscription request to be processed at the Class Net Asset Value per Unit determined as at a particular Valuation Date, payment of the subscription price in addition to delivery of the duly completed Subscription Agreement and any other required documents must be received by the Fund by no later than 4:00 p.m. (Toronto time) on the applicable Subscription Date. If the subscription order and/or payment of the subscription price is received by the Fund after the Subscription Deadline, the subscription order will be processed as of the next Subscription Date (i.e., the subscription will be processed at the applicable Class Net Asset Value per Unit determined as of the next Valuation Date).

The Investment Manager has the discretion to reject any subscription request. If the subscription request is rejected, all payments received with the request will be refunded without interest or deduction.

See "Purchase Procedure".

Fees and Expenses Relating to an Investment in the Fund:

Management Fees

Management Fees – Fund

The Fund will not charge a management fee in respect any Class of Units.

Management Fees – Underlying Fund Units

By virtue of the Fund's investment in the Underlying Fund, Unitholders of the Fund will be indirectly subject to the fees, expenses and allocations applicable to the corresponding Class of Underlying Fund Units.

The Underlying Fund pays Corton a management fee (the "**Management Fee**") based upon the Class Net Asset Value (as hereinafter defined) of each class of Underlying Fund Units. Management Fees for the classes of Underlying Fund Units noted below are paid by the Underlying Fund to Corton in its capacity as investment advisor of the Underlying Fund:

class A Underlying Fund Units – 2.50% per annum

class F Underlying Fund Units – 1.50% per annum

class I Underlying Fund Units – Negotiated between the Investor and the Investment Manager

The Management Fee is calculated and paid monthly as at the last Business Day of each month and as at any other day as the Investment Manager may determine.

Establishment, Offering and Operating Expenses of the Fund and Underlying Fund

The Fund is responsible for the costs of its establishment and the offering of Units, including but without limitation, the fees and expenses of legal counsel to the Fund and

the Fund's auditors. The Fund is amortizing these costs over a five (5) year period following the date of the initial closing of the offering of Units.

The Fund is responsible for the payment of ongoing fees and expenses relating to its operation. The operating fees and expenses to which the Fund is subject include, without limitation, trustee fees, audit, accounting, record keeping, legal fees and expenses, custody and safekeeping charges, providing financial and other reports to Unitholders and convening and conducting meetings of Unitholders and all taxes, assessments or other regulatory and governmental charges levied against the Fund.

The Fund is generally required to pay applicable sales taxes on most administration expenses that it pays. Each Class of Units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all Classes.

Underlying Fund Expenses

The Underlying Fund is responsible for the costs relating to its establishment and the offering of Underlying Fund Units including, without limitation, the fees and expenses of legal counsel to the Underlying Fund and the Underlying Fund's auditors. The Underlying Fund intends to amortize these costs over a five (5) year period following the date of the initial closing of the offering of Underlying Fund Units.

The Underlying Fund is responsible for ongoing fees and expenses relating to its operation including, without limitation, annual fees of the directors of the Underlying Fund GP, expenses for legal, audit, accounting, administration, record keeping, brokerage commissions, bookkeeping, prime brokerage, custody and safekeeping, preparation and delivery of financial and other reports to investors and (when required) convening and conducting meetings of the limited partners of the Underlying Fund as well as any applicable taxes, assessments or other regulatory and governmental charges levied against the Underlying Fund.

Each class of Underlying Fund Units is responsible for the expenses specifically related to that class and a proportionate share of expenses that are common to all classes of Underlying Fund Units.

Please see "Fees and Expenses Relating to an Investment in the Fund – Establishment, Offering and Operating Expenses of the Fund".

Dealer Compensation: In the event that an investor purchases Class A Units through a Registered Dealer, the investor may be required to pay the dealer a sales commission which is negotiated between the investor and the Registered Dealer and is paid by the investor to such dealer. No sales commission is payable in relation to the purchase of Class A Units of the Fund through Corton acting in its capacity as exempt market dealer.

The Investment Manager will pay a trailing commission out of its own funds equal to 1.00% per annum to Registered Dealers and/or other person legally eligible to accept a commission (excluding, for greater certainty, any Class A Units purchased through Corton acting in its capacity as exempt market dealer) in connection with their client's holdings of Class A Units of the Fund. Trailing commissions may be modified or discontinued by the Investment Manager at any time.

No sales commission or trailing commissions will be payable in respect of the Class F or Class I Units of the Fund.

	Please see "Dealer Compensation".
Net Asset Value:	The net asset value ("**Net Asset Value**") of the Fund, the Net Asset Value for each Class of Units (the "**Class Net Asset Value**") and the Class Net Asset Value per Unit will be determined as of the last Business Day of each month or on such other dates as the Investment Manager may determine (each, a "**Valuation Date**") and will be based primarily on the net asset value of the Underlying Fund and the corresponding class of Underlying Fund Units (as applicable) in accordance with the procedures set forth in this Offering Memorandum. Please see "Determination of Net Asset Value" and "Determination of Net Asset Value of Underlying Fund".
Suspension of Calculation of Net Asset Value:	The Investment Manager may suspend the calculation of Net Asset Value of the Fund, Class Net Asset Value and any subscriptions or redemptions of the Units: (i) when required or permitted to do so under Applicable Securities Laws (as hereinafter defined); (ii) during a period in which the value of the Underlying Fund, or redemptions of the Underlying Fund Units have been suspended or (iii) with the approval of the relevant securities regulatory authorities under Applicable Securities Laws. Calculation of the valuation of the Fund's investment in the Underlying Fund may be suspended in the judgment of Corton acting in its capacity as investment advisor of the Underlying Fund: (i) during any period on any market or exchange on which a substantial part of the investment portfolio of the Underlying Fund has been restricted in any way; (ii) during any state of affairs which constitutes an emergency which would render a disposition of assets of the Underlying Fund impractical or detrimental to investors in the Underlying Fund, (iii) in circumstances where, in the opinion of Corton, the valuation of such assets cannot be promptly or fairly be ascertained; (iv) when required or permitted to do so under Applicable Securities Laws; or (v) with the approval of the relevant securities regulatory authorities under Applicable Securities Laws. Please see "Determination of Net Asset Value – Suspension of Calculation of Net Asset Value".
Redemption of Units:	Subject to certain requirements, Units may be redeemed on a monthly basis, as at the last Business Day of each month (each, a "**Redemption Date**"), provided that a written or electronic redemption request is received by the Investment Manager no later than 4:00 pm (Toronto time) on a date which is not less than thirty (30) days prior to the applicable Redemption Date. The Fund will redeem all or any part of the Units of a Class held by an investor at the applicable Class Net Asset Value per Unit determined as of the next Valuation Date following receipt of the redemption request. All redemption requests received after 4:00 pm (Toronto time) on the date which is less than thirty (30) days prior to the next Redemption Date will be processed at the Class Net Asset Value per Unit calculated as of the next Valuation Date. Payment for redeemed Units shall be made in cash, on or about twenty-one (21) Business Days following the applicable Redemption Date. The investment objective of the Fund is designed for investors with medium to long-term investment horizons and is not intended as a short-term investment. In the event that the Fund receives redemption requests for Units for any Redemption Date equal to or greater than 20% of the Net Asset Value of the Fund, the Investment Manager may elect to defer the redemption of Units in excess of 20% of Net Asset Value until the next Redemption Date. In such circumstance, the deferral of the redemption shall be applied on a pro rata basis in respect of all Units for redemption

	requests that have been received for the applicable Redemption Date in question and the redeeming Unitholders will receive the applicable Class Net Asset Value calculated as of the next Redemption Date in respect of any Units for which redemption has been deferred. The Investment Manager may also defer or suspend redemption rights in certain other circumstances. The Investment Manager has the right, upon not less than ten (10) days' notice, to compulsorily redeem all or any portion of the Units of any Unitholder at any time. Please see "Redemption of Units".
Eligibility for Investment:	Provided that the Fund qualifies as a "mutual fund trust" for purposes of the *Income Tax Act* (Canada) (the "**Tax Act**") at all times, Units offered pursuant to this offering memorandum will be "qualified investments" under the Tax Act for trusts governed by a tax-free savings account ("**TFSA**"), registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), first home savings account ("**FHSA**") registered education savings plan ("**RESP**"), deferred profit sharing plan ("**DPSP**") and registered disability savings plan (collectively, "**Registered Plans**"). Please see "Eligibility for Investment". Investors who intend to hold Units through their TFSA, RRSP, RRIF, FHSA, RESP or RDSP should consult their own advisors as to whether Units would be "prohibited investments" for such Registered Plans for the purposes of the Tax Act. Please see "Certain Canadian Federal Income Tax Considerations – Taxation of Registered Plans".
Distributions and Automatic Reinvestment of Distributions:	The Fund intends to distribute sufficient net income and net realized capital gains, if any, to Unitholders in each calendar year to ensure that the Fund is not liable for income tax under Part I of the Tax Act, after taking into account any loss carry forwards and capital gains refunds. All distributions will be made on a *pro rata* basis to each registered Unitholder determined as of the close of business on the record date of the distribution. All distributions to Unitholders (less any amounts required by law to be deducted therefrom) will automatically be reinvested for the account of each Unitholder in additional Units of the same Class at the applicable Net Asset Value per Unit next determined after the declaration of the distribution. Following such distributions, Units will be immediately consolidated such that the number of outstanding Units held by each Unitholder on such day following the distribution will equal the number of Units held by the Unitholder prior to the distribution, except to the extent that tax has to be withheld in respect of the distribution. No sales charge or commission shall be payable by a Unitholder in connection with any reinvestment of distributions. Other than as set forth above, the Investment Manager does not intend to make any distributions on the Units.
Canadian Federal Income Tax Considerations:	A Unitholder will generally be required to include in computing income for a given taxation year, the amount of the Fund's income for tax purposes, including net taxable capital gains, paid or payable to the Unitholder in the year. A Unitholder will generally be required to include in income a share of such amounts whether they are in the form of a cash distribution or in the form of additional Units under the Fund's automatic reinvestment procedures.

	A Unitholder who disposes of Units held as capital property (on redemption or otherwise) will realize a capital gain to the extent that the proceeds of disposition exceed the adjusted cost base of the Units and any reasonable costs of disposition. **Each investor should satisfy her/himself as to the tax consequences of an investment in the Units by obtaining advice from her/his tax advisor.** Please see "Certain Canadian Federal Income Tax Considerations".
Risk Factors and Conflicts of Interest:	An investment in Units is subject to certain risks. Each of the Fund and the Underlying Fund is subject to various risk factors and conflicts of interest, more fully described under "Risk Factors" and "Conflicts of Interest". An investment in the Units should only be made after consultation with qualified sources of investment and tax advice. There can be no assurance that the Fund will achieve its investment objective.
Prime Brokers for the Underlying Fund:	Interactive Brokers Canada Inc. serves as the prime broker to, and receives fees from, the Underlying Fund in relation to the trading activities of the Underlying Fund. Corton may change, reduce or appoint additional prime-brokers for the Underlying Fund from time to time.
Fund Administrator and Record Keeper:	SGGG Fund Services Inc. Toronto, Ontario (the "**Administrator**")
Underlying Fund Administrator and Record Keeper:	SGGG Fund Services Inc. Toronto, Ontario (the "**Underlying Fund Administrator**")
Auditors of the Fund and the Underlying Fund:	Ernst & Yonge LLP Toronto, Ontario
Legal Counsel to the Fund and Underlying Fund:	McMillan LLP Toronto, Ontario
Year-end:	December 31
Statutory and Contractual Rights of Action:	Purchasers of Units are entitled to the benefit of certain statutory or contractual rights of action. Please see "Purchasers' Statutory and Contractual Rights of Action for Rescission and Damages".

GLOSSARY

In this Offering Memorandum, the following terms have the meanings set forth below, unless otherwise indicated.

"**Administration Agreement**" means the valuation and recordkeeping services agreement dated as of January 7, 2025, as the same may be further amended from time to time, pursuant to which Corton has delegated certain administrative functions in relation to the Fund and the Underlying Fund to the Administrator;

"**Administrator**" means SGGG Fund Services Inc., the administrator, custodian and record-keeper of Fund and the Underlying Fund;

"**Applicable Securities Laws**" means, at any time, the securities laws, regulations and rules in the Offering Jurisdictions and the requirements, rules and policies of the Canadian securities regulatory authorities that are then applicable to the Fund or the Underlying Fund in the circumstances;

"**Business Day**" means any day (other than a Saturday, Sunday or a statutory holiday in Toronto, Ontario) on which the Toronto Stock Exchange is open for trading;

"**Class**" means a particular class of Units;

"**Class Net Asset Value**" means the Net Asset Value of any Class of Units of the Fund;

"**Cormark**" means Cormark Securities Inc., a promoter of the Fund.

"**Corton**" means, as the context requires, Corton Capital Inc. in its own right and in its capacity as the trustee, investment fund manager and advisor to the Fund and the investment fund manager and investment advisor to the Underlying Fund;

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

"**Fund**" means Cormark-Corton Quantitative Opportunities Fund, an open-end investment trust established under the laws of the Province of Ontario on January 7, 2025 pursuant to the Trust Declaration;

"**Investment Manager**" means Corton in its capacity as the investment advisor and investment fund manager to the Fund;

"**Management Fees**" means the management fees to which each Class of Units are indirectly subject as a result of the Fund's investment in the Underlying Fund and payable to Corton in its capacity as investment advisor of the Underlying Fund as described under "Fees and Expenses Relating to the Fund";

"**Net Asset Value**" means the net asset value of the Fund calculated as described under "Determination of Net Asset Value";

"**Net Asset Value per Unit**" means the Net Asset Value attributable to each Unit;

"**NI 45-106**" means National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators;

"**NI 81-106**" means National Instrument 81-106 *Investment Fund Continuous Disclosure* of the Canadian Securities Administrators;

"**Offering**" means the offering of an unlimited number of Units of the Fund on a continuous basis pursuant to exemptions from the prospectus requirements of Applicable Securities Laws;

"**Offering Jurisdictions**" means the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia and Newfoundland and Labrador;

"**Offering Memorandum**" means this offering memorandum as the same may be amended, restated or supplemented from time to time;

"**Quantitative Trading Program**" means the systemic algorithm utilized in the investment strategies of the Underlying Fund for stock selection based on fundamental and momentum factors;

"**Redemption Date**" means the last Business Day of each month and any other day as the Investment Manager may determine;

"**Registered Dealers**" means dealers or brokers that are registered under applicable securities laws of the Offering Jurisdictions to sell securities of investment funds and that are not restricted from selling the Units including, for greater certainty, dealers registered in the category of exempt market dealers;

"**Seed Partners**" means, collectively, 1000242574 Ontario Inc., an affiliate of Cormark Securities Inc. and Corton Charlemagne Inc., an affiliate of Corton Securities Inc.

"**Seed Partner Allocations**" means the profits of the Underlying Fund allocable to the Seed Partners on a quarterly basis or upon a redemption of Underlying Fund Units in relation to their holding of Class S Underlying Fund Units as described under "The Underlying Fund LPA – Seed Partner Allocations";

"**Subscription Agreement**" means the subscription agreement a subscriber must complete to initially subscribe for Units of the Fund;

"**Subscription Date**" means the last Business Day of each month and any other day as the Investment Manager, in its sole discretion, may permit;

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

Technology Licence Agreement" means the agreement between Cormark Quantitative Analysis Inc. (a subsidiary of Cormark) and Corton dated as of January 7, 2025, providing Corton with an exclusive licence to utilize the Quantitative Trading Program in connection with the investment objective and investment strategies of the Underlying Fund;

"**Trust Declaration**" means the declaration of trust dated as of dated January 7, 2025 entered into by Corton, as settlor and trustee as the same may be supplemented, amended and restated from time to time;

"**Trustee**" means Corton, or if applicable its successor, in its capacity as trustee of the Fund under the Trust Declaration;

"**Underlying Fund**" means Cormark-Corton Quantitative Opportunities Fund L.P., a limited partnership established under the laws of the Province of Ontario on January 7, 2025;

"**Underlying Fund GP**" means Cormark Investment Funds (GP) Inc., a corporation formed under the laws of Canada which acts as the general partner of the Underlying Fund;

"**Underlying Fund IMA**" means the amended and restated investment management and advisory agreement dated as of February 6, 2025 between the Underlying Fund GP and Corton, in its capacity as investment advisor, as the same may be further amended and restated from time to time;

"**Underlying Fund LPA**" means the limited partnership agreement dated as of January 7, 2025 between the Underlying Fund GP, the Underlying Fund and the limited partners of the Underlying Fund as the same may be amended and restated from time to time;

"**Underlying Fund Units**" means, collectively, the classes of limited partnership units in the authorized capital of the Underlying Fund as may be created from time to time;

"**Units**" means the trust units of the Fund;

"**Unitholders**" means the holders of Units; and

"**Valuation Date**" means the last Business Day of each month or any such other day as determined by the Investment Manager.

THE FUND

The Fund, is an open-end investment fund established as a trust under the laws of the Province of Ontario on January 7, 2025 and governed by the Trust Declaration.

The principal office of the Fund is located at 200 Bay Street, North Tower, Suite 1800, Toronto, Ontario, M5J 2J2. The principal office of Corton is located at 21 Summer Breeze Drive, Carrying Place, Ontario, K0K 1L0.

The Fund is an open-end pooled fund designed to provide eligible investors (please see "Purchase Procedure") with the advantages of professional investment management and portfolio diversification.

The only undertaking of the Fund is the investment of its assets. An investment in the Fund is represented by Units. Please see "Description of Units".

THE TRUST DECLARATION

The Trust Declaration

The rights and obligations of Unitholders are governed by the Trust Declaration. The principal provisions of the Trust Declaration are summarized throughout this Offering Memorandum. A copy of the Trust Declaration may be reviewed at the principal offices of Corton during normal business hours or may be obtained by any Unitholder upon written request to Corton.

This summary is not intended to be complete. A prospective investor may request for their review purposes the Trust Declaration itself for full details of these provisions.

The Trustee

Pursuant to the Trust Declaration, the Trustee acts on behalf of all Unitholders in matters relating to the Fund. The principal office of the Trustee is situated at 21 Summer Breeze Drive, Carrying Place, Ontario, Canada, K0K 1L0.

The Trustee, and any successor trustee of the Fund, must be a resident of Canada for tax purposes. If the Trustee becomes a non-resident of Canada, it shall be automatically removed and replaced by the Investment Manager. The Trustee may resign upon ninety (90) days' written notice to the Investment Manager. The resignation takes effect on the date specified in the notice or, if the Investment Manager appoints a successor trustee in the interim, the resignation is immediately effective upon appointment of the successor trustee. If the Investment Manager fails to appoint a successor trustee within ninety (90) days of the notice of resignation, the Trust Declaration and the Fund shall terminate. In addition, the Investment Manager may remove the Trustee upon sixty (60) days' notice to the Trustee and the Unitholders and the appointment of a successor trustee.

The Trust Declaration provides that the Trustee shall not be liable to the Investment Manager, the Fund or to any Unitholder for any loss or damage relating to any matter regarding the Fund except in cases of wilful misconduct, bad faith, and gross negligence, reckless disregard of its duties or breach of its standard of care. In performing its obligations and duties, the Trustee must act honestly and in good faith and must exercise the degree of care, diligence and skill that a reasonably prudent Canadian trust company would exercise in comparable circumstances. Furthermore, the Trustee shall not be liable for any acts or omissions based on reliance upon the instructions of the Investment Manager. In addition, the Trust Declaration contains other customary provisions limiting the liability of the Trustee and indemnifying the Trustee, or any of its officers, directors, employees or agents, in respect of certain liabilities incurred by any of them in carrying out the Trustee's duties.

The Trustee shall receive an annual fee in respect of its services under the Trust Declaration. The amount of the fee shall be agreed upon between the Trustee and the Investment Manager, and such fee shall be paid for by the Fund.

Meetings of Unitholders

The Fund will not hold regular meetings, however the Investment Manager may convene a meeting of Unitholders as it considers appropriate or advisable from time to time. Unitholders holding not less than 50% of the votes attaching to all outstanding Units of the Fund may requisition a meeting of Unitholders by giving written notice to the Investment Manager and the Trustee in accordance with the Trust Declaration.

Not less than twenty-one (21) days' notice will be given of any meeting of Unitholders. The quorum at any meeting is two or more Unitholders present in person or by proxy representing not less than 10% of the outstanding Units as of the record date for the meeting. If no quorum is present at such meeting when called, the meeting will be adjourned by the Trustee to a date and time determined by the Trustee, and at the adjourned meeting the Unitholders then present in person or represented by proxy will form the necessary quorum, if notice of the adjourned meeting is given.

Any written consent or approval of Unitholders under the Trust Declaration must be given by not less than 50% of the Units.

Amendments to Trust Declaration

Subject to the provisions of the Trust Declaration and any approval required under Applicable Securities Laws, the Investment Manager is entitled, in its discretion from time to time by supplemental trust deed or by amending and restating the Trust Declaration to amend, delete, expand, or vary any provision of the Trust Declaration in any appropriate fashion if the amendment, in the opinion of counsel for the Investment Manager, does not constitute a material change and does not relate to any of the matters requiring Unitholder approval pursuant to the Trust Declaration. No amendment to the Trust Declaration shall be made unilaterally by the Investment Manager which adversely affects the pecuniary value of the interest of any Unitholder in the Fund, restricts any protection provided to the Trustee or increases the responsibilities of the Trustee under the Trust Declaration.

Notice of any amendment to the Trust Declaration made in the discretion of the Investment Manager shall be provided given in writing to Unitholders and any such amendment shall take effect on a date to be specified in such notice (which date shall be not less than thirty (30) days after notice of the amendment is given to Unitholders). However, the Investment Manager and the Trustee may agree that an amendment shall become effective at an earlier time if that seems desirable and the amendment is not detrimental to the interest of any Unitholder.

The Trust Declaration may be amended, deleted, expanded or varied by the Investment Manager without any prior notice to, or approval of, Unitholders if the amendment is:

(a) necessary to comply with applicable laws or regulatory authorities or to bring the Trust Declaration into conformity with current practice;

(b) to correct any ambiguity, defective or inconsistent provision, omission, mistake or error contained in the Trust Declaration; or

(c) to provide additional protection to Unitholders or enhance the rights of Unitholders;

provided, in each case, that Unitholders are provided with notice of the amendments in the next regularly scheduled report from the Investment Manager to Unitholders

Other that amendments requiring the approval of Unitholders, the Trust Declaration may be amended, deleted, expanded or varied by the Investment Manager, with the approval of the Trustee, upon ninety (90) days' prior written notice to Unitholders, or earlier with the consent of the Unitholders.

The attributes of any Class of Units of the Fund may be amended, deleted, expanded or varied by the Investment Manager in its discretion without any prior notice to, or approval of, Unitholders of that Class if the amendment is, in the opinion of the Investment Manager, for the protection of or benefit to Unitholders of that Class.

Any provision of the Trust Declaration may be amended, deleted, expanded or varied with the approval of the relevant Unitholders for any of the following purposes:

(a) any change to the amendment provisions of the Trust Declaration;

(b) any proposed amendment to the Trust Declaration that would change the basis of the calculation of a fee or expense that is charged to the Fund in a way that could result in an increase in charges to the Fund;

(c) the Investment Manager is changed, unless the new manager is an affiliate of the current Investment Manager;

(d) the fundamental investment objectives of the Fund are changed;

(e) the Fund decreases the frequency of the calculation of its Net Asset Value;

(f) the redesignation of Classes of Units which have been issued as Units of any other Class if approval for such redesignation is required under the Trust Declaration;

(g) the Fund undertakes a reorganization with, or transfers its assets to, another fund, if

  (i) the Fund ceases to continue after the reorganization or transfer of assets, and

  (ii) the transaction results in the Unitholders of the Fund becoming unitholders in the other fund; or

(h) the Fund undertakes a reorganization with, or acquires assets from, another fund, if

  (i) the Fund continues after the reorganization or acquisition of assets,

  (ii) the transaction results in the unitholders of the other fund becoming Unitholders in the Fund, and

  (iii) the transaction would be a significant change to the Fund.

The amendments, deletions, expansions or variations requiring Unitholder approval (a "proposed change") as described above may only take effect upon the approval of not less than a majority (50%) of the votes cast at a meeting of the Unitholders of the Fund or the Class of Units as the case may be, duly called for the purpose of considering the proposed change (or by written resolution of such Unitholders or Class of Unitholders, as applicable, in accordance with the provisions of the Trust Declaration).

CORTON CAPITAL INC.

Corton is registered as a portfolio manager, investment fund manager and an exempt market dealer under the *Securities Act* (Ontario), the *Securities Act* (British Columbia), the *Securities Act* (Québec) and the *Securities Act* (Newfoundland and Labrador); as an exempt market dealer and as a portfolio manager under the *Securities Act* (Alberta), the *Securities Act* (New Brunswick), the *Securities Act* (Saskatchewan) and the *Securities Act* (Nova Scotia); and as an exempt market dealer under the *Securities Act* (Manitoba).

Corton was incorporated on September 20, 2018 for the purpose of creating and providing investment advice to accredited investors and institutional clients, especially with respect to alternative investment products. The head office and principal place of business of Corton is located at 21 Summer Breeze Drive, Carrying Place, Ontario K0K 1L0.

Corton's mission is to work with clients to help them achieve their financial goals. Whether clients seek to create or to enhance their wealth, Corton is committed to honest, forthright and professional investment advice for its clients. Corton draws on the experience of its principals to offer suitable financial advice and products within a prudent and risk-managed framework.

Corton intends to draw on its principals' previously established client relationships and offer portfolio management services and exempt market products to an identified retail[1] and institutional client base. Portfolio management services are also provided to clients who establish separately managed accounts.

Investment Manager

Corton acts as the investment fund manager and investment advisor to the Fund (in such capacity, the "**Investment Manager**") pursuant to the provisions of the Trust Declaration.

The Investment Manager is responsible for the day-to-day business of the Fund including management of the Fund's investment portfolio. The Investment Manager is required to exercise its powers and discharge its duties honestly, in good faith, and in the best interests of the Fund and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. Among its other powers, the Investment Manager will establish the Fund's operating expense budget and authorize the payment of operating expenses.

The Investment Manager's responsibilities include general administrative and management services and the calculation and reporting to the Fund of its Net Asset Value on a monthly basis. The Investment Manager has delegated certain administrative functions to the Administrator pursuant to the Administration Agreement.

In acting as investment advisor to the Fund, Corton provides investment advisory and portfolio management services to the Fund pursuant to the provisions of the Trust Declaration. Corton is solely responsible for all investment decisions relating to the Fund and for monitoring the Fund's investments and, in connection with such holdings, the portfolio of the Underlying Fund. In acting in such capacity, Corton is required to exercise its powers and discharge its duties honestly, in good faith, and in the best interests of the Fund and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances.

Corton also acts as the investment fund manager and investment advisor to the Underlying Fund.

Resignation and Replacement of Investment Manager

The Trust Declaration provides that Corton may resign as Investment Manager by giving notice in writing to the Trustee and the Unitholders not less than ninety (90) days prior to the date on which such resignation is to take effect. The resignation of such duties by Corton shall take effect on the date specified in such notice.

Following its resignation, Corton may appoint any person, including an affiliate of Corton, to assume the duties and responsibilities of investment fund manager and/or investment advisor to the Fund under the provisions of the Trust Declaration and, upon any necessary notice to, or approval of Unitholders being given or obtained and such successor agreeing to act as investment fund manager and investment advisor of the Fund and assuming the duties and responsibilities of Corton under the Trust Declaration, Corton shall cease to be investment fund manager and/or investment advisor of the Fund and shall be relieved from its duties and responsibilities under the Trust Declaration. Upon a change of investment fund manager and/or investment advisor, Corton shall deliver to, or the order of, at the request of the successor investment fund manager and/or investment advisor, all records or other documents with respect to the Fund which it has in its possession.

[1] The term "retail" includes both accredited and non-accredited investors solely in relation to the provision of investment advisory services.

If, prior to the effective date of resignation by Corton, a successor investment fund manager and investment advisor is not appointed, the Trust Declaration shall be terminated upon the effective date of resignation of Corton and the net assets of the Fund shall be distributed in accordance with the provisions of the Trust Declaration. In such circumstances Corton shall continue to act as Investment Manager until all of the net assets of the Fund have been distributed to Unitholders.

Indemnification of Investment Manager

The Trust Declaration provides that the Investment Manager and its affiliates, subsidiaries and agents and their respective directors, officers and employees and any other person (collectively the "**Indemnified Persons**" and individually, an "**Indemnified Person**") have a right of indemnification from the Fund for all costs, charges and expenses sustained or incurred including all legal fees, judgments and amount paid in settlement in or about any action, suit or proceeding that is brought, commenced or prosecuted against it for or in respect of any act, deed, omission, matter or thing whatsoever made, done or permitted by it in or about the proper execution of the services provided under the Trust Declaration provided that the act, deed, omission, matter or thing that caused the payment of the costs, charges, expenses, fees, judgments or amounts paid in settlement was in the best interests of the Fund and provided that such Indemnified Persons shall not be indemnified by the Fund where there has been gross negligence, misfeasance or wilful misconduct on the part of the Investment Manager or such Indemnified Person or in circumstances where the Investment Manager has failed to fulfill its standard of care as set out in the Trust Declaration unless in an action brought against such Indemnified Persons, they have achieved complete or substantial success as a defendant or, in the case of a criminal suit or administrative action or proceeding, such Indemnified Person had reasonable grounds for believing that its conduct was lawful.

Officers, Directors and Key Investment Personnel of Investment Manager

The voting shares of the Investment Manager are owned by David Jarvis (majority), John Duncanson and Julian Clas.

The name and position with the Investment Manager of its directors and executive officers as well as those of its employees who have primary responsibility for providing management and investment advisory services to the Fund are set out below:

Name and Municipality of Residence	Position with Investment Manager
David Jarvis Carrying Place, Ontario	President, Chief Executive Officer, Portfolio Manager, and Ultimate Designated Person
Scott Eicher Toronto, Ontario	Chief Compliance Officer, Portfolio Manager

David Jarvis, President, Chief Executive Officer, Portfolio Manager and Ultimate Designated Person

David Jarvis is the President, Chief Executive Officer, Portfolio Manager, Ultimate Designated Person and Chief Compliance Officer, a director and founder of the Manager. From September 2017 to September 2018, Mr. Jarvis, was the President of Kaleido Capital Ltd., a real estate financial services firm. From October, 2015 to September, 2017, Mr. Jarvis was the Chief Compliance Officer of Forge First Asset Management Inc. where he was primarily responsible for compliance and risk management. From 2005 until September, 2015, Mr. Jarvis was a founding partner, Chief Financial Officer, Chief Operating Officer, Chief Compliance Officer and Portfolio Manager of Spartan Fund Management Inc.

During his tenure with Spartan, David conceived, designed and co-built the first hedge fund platform in Canada with over 15 funds, portfolio managers/traders/analysts including funds based in Canada and the Cayman Islands. At Spartan David worked closely with each fund group on the platform and customized compliance and risk management programs for each type of fund style. He also managed all of Spartan's operations, accounting, audit reporting and all currency hedging for domestic/non-domestic funds and currency classes as required. During his time with Spartan, the Spartan Multi Strategy Fund LP received Morningstar's Gold Medal for Best Multi Strategy Fund (Canada) in 2011 after winning the Silver Medal in 2010.

David acted as a Director and Chair of the Audit Committee of Leviathan Cannabis Group Inc. ("**Leviathan**") from November, 2018 until March, 2022. Leviathan is a publicly traded cannabis company focused on creating brand loyalty while building medical and recreational distribution channels for cannabis products. Since March, 2010, David has also provided expert witness reports and analysis from time to time in relation to compliance and operations for brokerage and asset managers dealing with such matters as suitability, "know your client", disclosure obligations, and institutional operational practices. In this capacity, David has been retained by retail investors, institutional clients, and several law firms.

David played an important role in the establishment of the Canadian chapter of the Alternative Investment Management Association (AIMA Canada) and served as the organization's first Vice-Chairman from 2003 – 2005. David also served as an active member of the Practices & Standards Committee and the Compliance Officers' Network, 2016 – 2018, of the Portfolio Management Association of Canada (PMAC).

David holds a Chartered Financial Analysts (CFA) designation and has an MBA (Queen's University) and a Hons. BA – Economics (University of Western Ontario).

Scott Eicher, Chief Compliance Officer and Portfolio Manager

Scott Eicher has over 20 years' experience in the investment industry and is the Chief Compliance Officer and a Portfolio Manager at Corton Capital. From August, 2023 to April, 2024, Scott was the Chief Compliance Officer and a Portfolio Manager at Evermore Capital.

Scott was a Portfolio Manager at Quintessence Wealth from December, 2020 to February, 2023, where he managed both private client discretionary accounts and an income-focused pooled fund.

While at Portfolio Stewards from August, 2012 to May, 2020, Scott was the firm's Chief Compliance Officer and a Portfolio Manager, where he built the firm's compliance systems from the ground up. He introduced risk management policies and procedures, and compliance monitoring programs for portfolio management and the underwriting and distributing of private placements. Scott also co-managed and monitored portfolio models and security selection, including prospectus-exempt funds.

Scott holds a Chartered Financial Analyst (CFA) designation, is a Certified Financial Planner and has a BA in Economics from Wilfrid Laurier University.

The investment advisory services to the Underlying Fund will be provided by David Jarvis.

The services of the Investment Manager are not exclusive to the Underlying Fund, and no provision in the Underlying Fund LPA or the Investment Management and Advisory Agreement prevents the Investment Manager or any affiliate thereof, from providing similar services to other investment funds and other clients or from engaging in other activities.

INVESTMENT OBJECTIVE AND STRATEGY OF THE FUND

The investment objective of the Fund is to provide returns to investors which are in excess of the TSX/S&P Index with lower downside volatility by providing exposure to the returns of a quantitative trading model.

The Fund will seek to achieve its investment objective by investing all or substantially all of its assets directly in Underlying Fund Units. The assets attributable to each Class of Units issued will be invested in a corresponding Class of Underlying Fund Units. No sales commission, trailing commission or other brokerage fees will be charged to the Fund in respect of its investment in Underlying Fund Units.

The return to holders of Units will be dependent upon the return of the Underlying Fund Units. There is no guarantee or other form of principal protection for any amounts invested by a Unitholder. Due to variations in expenses, the return of the Fund will be different than the return of the Underlying Fund.

The exposure of the Fund to the returns of the Underlying Fund will have the indirect effect of exposing the Fund to the use of leverage. Please see "Investment Strategies Utilized by the Underlying Fund".

THE UNDERLYING FUND

The Underlying Fund is a limited partnership formed under the laws of the Province of Ontario on January 7, 2025. The capital of the Underlying Fund consists of an unlimited number of limited partnership units issuable in an unlimited number of classes. The current authorized classes of Underlying Fund Units consist of class A, class E, class F, class I, and class S Underlying Fund Units.

The Underlying Fund GP is a company formed under the laws of the Province of Ontario and acts as the general partner of the Underlying Fund. The Underlying Fund GP is a subsidiary of Cormark and an affiliate of Cormark Quantitative Analysis Inc.

Corton acts as the investment fund manager and investment advisor to the Underlying Fund pursuant to the terms of the Underlying Fund IMA. Please see "Material Agreements the Underlying Fund – Underlying Fund IMA".

INVESTMENT OBJECTIVE OF THE UNDERLYING FUND

The investment objective of the Underlying Fund is to provide returns to investors which are in excess of the TSX/S&P Index with lower downside volatility, by utilizing top-down indicators to identify the most attractive market sectors and factors, and to then apply a systemic, bottom-up quantitative model for the selection of portfolio securities.

There can be no assurances that the investment objective of the Underlying Fund will be achieved.

INVESTMENT STRATEGIES UTILIZED BY THE UNDERLYING FUND

The Underlying Fund utilizes a unique systematic approach developed by Cormark Quantitative Analysis Inc. (a subsidiary of Cormark) which marries quantitative/momentum models with both top-down and bottom-up factors (the "**Quantitative Trading Program**"). Top-down factor analysis utilized by the Quantitative Trading Program includes systematically ranking the most attractive sectors and factors to overweight within the investment portfolio, as well as measuring risk appetite across financial markets. These inputs dictate the net exposure and beta of the Underlying Fund's investment portfolio.

The Quantitative Trading Program then employs bottom-up models for stock selection based on the momentum of both company fundamentals and stock prices. The Quantitative Trading Program's models incorporate a variety of fundamental factors, focussing on trends in profitability, earnings surprise/revisions, quality, and valuation. Price momentum analysis is then overlaid to identify the strongest trends. Each factor is weighted based on back tests to determine a final score for all stocks and the model selects the strongest stocks from each sector.

Importantly, price momentum is measured by the Quantitative Trading Program across different time frames to improve timing and enhance returns. By combining both the long-term primary trend with short-term tactical indicators, the Quantitative Trading Program models' analysis dampens the drawdowns at inflexion points associated with traditional momentum factor analysis that employs only a single time frame.

The Underlying Fund will follow a robust risk management program. The Underlying Fund will employ stop losses for all positions to mitigate downside risks and diversifying across sectors / style / and market cap. Ultimately, the investment strategy is to systematically identify and lock onto leading stocks in leading sectors until the indicators deteriorate thus removing the emotion from investing.

The Underlying Fund's investment process is expected to generate returns that are consistently above TSX/S&P Index with lower downside volatility.

There is no guarantee or other form of principal protection for any amounts invested by a Limited Partner.

Use of Leverage by Underlying Fund

Borrowing for investment purposes is known as "leverage". Leverage is defined as the absolute market value of all long positions and short positions, excluding securities financing transactions, over net asset value. Leverage can also be employed through the use of options and other derivative instruments. The investment strategies utilized in respect of the Underlying Fund may employ leverage when deemed appropriate by the Investment Manager, including to enhance returns and to meet redemptions that would otherwise result in the premature liquidation of investments. The exposure of the Underlying Fund to the returns of the Underlying Fund will have the indirect effect of exposing the Underlying Fund to the use of leverage.

While leverage presents the opportunity for increasing the total return on investments, it has the effect of potentially increasing losses as well. Accordingly, any event that adversely affects the value of an investment could be magnified to the extent leverage is utilized. The cumulative effect of the use of leverage with respect to any investments in a market that moves adversely to such investments could result in a greater loss than if the investments were not levered. Please see "Risk of Leverage" under "Risk Factors – Risks Related to Investment Strategies Utilized in Connection with the Underlying Fund".

The Underlying Fund expects to employ leverage to enhance investment returns where the use of leverage is deemed by the Investment Manager to be suitable and appropriate. The Investment Manager expects that leverage, if utilized, will generally range between 0.25 and 1.00 times Net Asset Value of the Underlying Fund. The investment strategies employed in respect of the Underlying Fund may entail various risks. Since market risks are inherent in all securities investments to varying degrees, there can be no assurance that the investment objective of the Underlying Fund will be achieved. Please see "Risk Factors".

Investment Guidelines and Restrictions of the Underlying Fund

The Underlying Fund will follow a robust risk management program. The Underlying Fund will employ stop losses for all positions to mitigate downside risks and diversifying across sectors/style/ and market cap. Ultimately, the Underlying Fund's investment strategy is to identify and lock into leading stocks in leading sectors until the indicators deteriorate thus removing the emotion from investing.

The investment activities of the Underlying Fund will be conducted within a disciplined set of investment guidelines and restrictions, including those discussed below:

(a) **No Investment in Private Companies:** The Underlying Fund will not invest in the securities of private companies.

(b) **Concentration Restrictions:** The Underlying Fund will not invest more than 10% of its Net Asset Value in the securities of a single issuer. Should the Investment Manager determine that a single issuer represents more than 15% of the Underlying Fund's Net Asset Value, the Underlying Fund will initiate an orderly liquidation to adjust the position accordingly subject to any adverse market conditions. The day to day operating limit on investments in a single issuer is expected to be approximately 3% to 10% of the Net Asset Value of the Underlying Fund. The investment portfolio of the Underlying Fund is expected to consist of a minimum of thirty (30) issuers at any time, however, the Underlying Fund's portfolio may be comprised entirely of cash or cash equivalents from time to time if the Investment Manager deems it to be appropriate in the circumstances.

(c) **Short Selling Limit:** The Underlying Fund will not engage in the short selling of securities in excess of 100% of the Net Asset Value of the Underlying Fund.

(d) **Leverage:** The Investment Manager expects that leverage will generally range between 0.25 and 1.00 times Net Asset Value of the Underlying Fund.

(e) **Foreign Investments:** The Underlying Fund may have significant exposure to U.S. listed equities and ADRs that provide exposure to other global markets.

(f) **Currency Exposure:** The Underlying Fund will limit exposure to U.S. dollars to not more than 50% of the Net Asset Value of the Underlying Fund.

Statutory Caution

The foregoing disclosure if the Underlying Fund's investment objectives and strategies may constitute "forward looking information" for the purposes of Ontario securities legislation, as it contains statements of the Investment Manager's intended course of conduct and future operations of the Underlying Fund. 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 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 encouraged to read the "Risk Factors" section below for a discussion of some of the other factors that will impact the operations and success of the Underlying Fund.

MATERIAL AGREEMENTS OF THE UNDERLYING FUND

The Underlying Fund LPA

The rights and obligations of the limited partners of the Underlying Fund are governed by the Underlying Fund LPA. The following is a summary of the Underlying Fund LPA. **This summary is not intended to be complete. A copy of the Underlying Fund LPA may be reviewed at the principal offices of Corton during normal business hours or may be obtained by any Unitholder upon written request to Corton.**

The Underlying Fund GP

Pursuant to the Underlying Fund LPA, the Underlying Fund GP is responsible for the direction of the affairs of the Underlying Fund and the provision of the day-to-day management and advisory services in relation to the Underlying Fund. The principal offices of the Underlying Fund and the Underlying Fund GP are located at 200 Bay Street, North Tower, Suite 1800, Toronto, Ontario, M5J 2J2.

Authority and Duties of the Underlying Fund GP

The Underlying Fund GP has delegated responsibility for the day to day management of the Underlying Fund and the provision of investment advisory and administrative services in relation to the Underlying Fund to Corton pursuant to the terms of the Underlying Fund IMA. Please see "Underlying Fund IMA" below.

The Underlying Fund GP 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 Underlying Fund Units and for carrying on the business of the Underlying Fund for the purposes summarized herein and described more fully in the Underlying Fund LPA.

The Underlying Fund GP is required to exercise its powers and discharge its duties honestly, in good faith, and, subject to the terms of the Underlying Fund LPA, with a view to the best interests of the Underlying Fund.

Underlying Fund Units

The Underlying Fund is authorized to issue an unlimited number of classes of Underlying Fund Units. All classes have the same investment objective, strategy and restrictions but may differ in respect of one or more of their features, such as yield, management fees and allocation entitlements after the Seed Partner Allocations. The classes of Underlying Fund Units currently authorized for issuance by the Underlying Fund consist of Class A, Class F, Class I, and Class S Underlying Fund Units.

Each Underlying Fund Unit of the same Class will represent an equal undivided interest in the net assets of the Underlying Fund attributable to that Class of Underlying Fund Units. Each whole Underlying Fund Unit of a particular Class has equal rights to each other Underlying Fund Unit of the same Class with respect to all matters, including voting, receipt of distributions from the Underlying Fund, liquidation and other events in connection with the Underlying Fund.

Fractions of Underlying Fund Units may be issued to a maximum of four decimal places so that subscription funds may be fully invested. Fractional units carry the rights and privileges and are subject to the restrictions and conditions applicable to whole Underlying Fund Units in the proportions that they bear to one unit.

The Underlying Fund GP may, at any time, sub-divide, reclassify or consolidate any Underlying Fund Units. No certificates representing Underlying Fund Units shall be issued.

The provisions or rights attaching to the Underlying Fund Units and other terms of the Underlying Fund LPA may only be modified, amended or varied in accordance with the provisions contained in the Underlying Fund LPA (please see "The Underlying Fund LPA – Amendments to the Underlying Fund LPA"). Underlying Fund Units are transferable on the register of the Underlying Fund only by a registered limited partner of the Underlying Fund or his or her legal representative, subject to compliance with applicable securities laws. Limited partners of the Underlying Fund are entitled to redeem Underlying Fund Units, subject to Corton's right to suspend the right of redemption.

Allocation of Profits and Losses

Subject to the detailed provisions of the Tax Act, the income and losses of the Underlying Fund for tax purposes in respect of a fiscal year will, subject to certain restrictions, generally be allocated on a monthly basis, in arrears, among the Underlying Fund GP and holders of Underlying Fund Units in the same manner as allocations of accounting income and losses, with such adjustments as are deemed by the Underlying Fund GP (or Corton, as applicable), acting in its sole discretion, to be necessary to effect an equitable distribution of all such amounts. For greater certainty, the Underlying Fund GP (or Corton, as applicable) shall be entitled to make allocations of income or losses of the Underlying Fund for tax purposes in respect of a fiscal year to any person who has been a holder of Underlying Fund Units at any time in such fiscal year.

The Underlying Fund GP (or Corton, as applicable) may adopt and amend the foregoing policies from time to time intended to fairly and equitably allocate profits or losses in the circumstances.

Seed Partner Allocations

The Seed Partners will each share in the profits of the Underlying Fund by virtue of holding Class S Units of the Underlying Fund.

In respect of each fiscal quarter of the Underlying Fund (each, a "**Determination Period**"), each Seed Partner will be allocated a specified amount in respect of the income of the Underlying Fund equal to the lesser of (a) the Seed Growth Interest (as defined below); and (b) the income of the Underlying Fund (the "**Seed Partner Allocations**"). The Seed Partner Allocations will be made to the Seed Partners as of the last Business Day of each calendar quarter or as at a redemption date of any class of Underlying Fund Units.

The "**Seed Growth Interest**" in respect of each class of Underlying Fund Units for a particular Determination Period will be an amount equal to 20% of the amount, if any, by which the Net Performance (as hereinafter defined) of each of the class A Underlying Fund Units and class F Underlying Fund Units exceeds (the "**Excess Amount**") the Hurdle Rate (as defined below) of return for the same period calculated in accordance with the terms of the LP Agreement and subject to the High Water Mark (each as hereinafter defined).

"**Net Performance**" means the return of the applicable class of Underlying Fund Units during the Determination Period less: (A) all expenses of the Underlying Fund attributable to such class of Underlying Fund Units, less (B) any

Shortfall Amount (as hereinafter defined); and after adding (C) any amount distributed by the Underlying Fund in respect of such class of Underlying Fund Units during such Determination Period.

The "**Hurdle Rate**" means five percent (5%) on an annualized basis.

The "**High Water Mark**" in respect of the class A and class F Underlying Fund Units shall be: (i) in respect of the initial subscription for the class of Underlying Fund Units, the aggregate subscription proceeds received by the Underlying Fund in respect of such Underlying Fund Units; or (ii) the net asset value of such class at the end of the immediately preceding Determination Period in which Seed Partner Allocations with respect to such class were calculated as being equal to the Seed Growth Interest and was subsequently allocated and, in each case, adjusted on a *pro rata* basis for any redemptions of the class of Underlying Fund Units by the Underlying Fund. In other words, any unrecovered net depreciation (other than as a result of redemptions) in the class net asset value of the Underlying Fund Units in any prior Determination Period reduces the net appreciation in the class net asset value of such Underlying Fund Units in subsequent Determination Periods for purposes of calculating the Seed Partner Allocations with respect to such class (that is, there is a "**perpetual high water mark**"). For greater clarity, the Seed Partner Allocations: (i) are calculated separately in respect of each class of Underlying Fund Units; and (ii) will not include amounts in respect of the increase in the net asset value of a particular class of Underlying Fund Units to the extent that such amounts were reflected in prior Seed Partner Allocations.

The Seed Partner Allocations are calculated and paid for each Determination Period in respect of the amount, if any, by which the Net Performance of each of the class A Underlying Fund Units and class F Underlying Fund Units during such period exceeds the performance of the Hurdle Rate. In the event that the Net Performance of a class of Underlying Fund Units is less than the performance of the Hurdle Rate for any Determination Period (a "**Shortfall Amount**"), such Shortfall Amount will either be deducted from any future Excess Amount or added to any existing aggregate Shortfall Amount. In the event that there is an aggregate Shortfall Amount for any Determination Period, such aggregate Shortfall Amount must first be eliminated by Excess Amounts in one or more subsequent Determination Periods before any Seed Partner Allocations will be made.

The Seed Partner Allocations shall only be allocated and paid: (i) in respect of a Determination Period to the extent that there is a net Excess Amount in respect of such Class of Units as of the last day of such Determination Period; and (ii) on a redemption of a Class of Units during any Determination Period based upon the Net Performance of such Units from the beginning of the relevant Determination Date up to and including the redemption date and subject to any applicable aggregate Shortfall Amount.

For greater certainty, the Seed Partner Allocations will be payable on all returns in respect of the applicable class of Underlying Fund Units provided that at the time of determination: (a) there is a net Excess Amount for the class; and (b) the applicable class of Underlying Fund Units is above its High Water Mark.

The Seed Partner Allocations allocable to the Seed Partners in respect of the class I Underlying Fund Units shall be negotiated between the Investment Manager and the Investor.

Distributions

Net profit of the Underlying Fund allocated to the holders of Underlying Fund Units 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 Underlying Fund GP. No payment may be made to a limited partner from the assets of the Underlying Fund if the payment would reduce the assets of the Underlying Fund to an insufficient amount to discharge the liabilities of the Underlying Fund to persons who are not the Underlying Fund GP or a limited partner of the Underlying Fund.

Liability

Subject to the provisions of the *Limited Partnerships Act* (Ontario) (the "**Limited Partnerships Act**"), the liability of each holder of Underlying Fund Units for the liabilities and obligations of the Underlying Fund is limited to the amount the holder contributes or agrees in writing to contribute to the Underlying Fund, less any such amounts properly returned to the holder of Underlying Fund Units. A holder of Underlying Fund Units may lose his, her or its status as

a limited partner and the benefit of limited liability if such holder takes part in the control of the business of the Underlying Fund or if certain other provisions of the Limited Partnerships Act are contravened.

Where a holder of Underlying Fund Units has received the return of all or part of the holder's contributed capital, the holder is nevertheless liable to the Underlying Fund or, following the dissolution of the Underlying Fund, 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 Underlying Fund's bankers), necessary to discharge the liabilities of the Underlying Fund to all creditors who extended credit or whose claims otherwise arose before the return of the contributed capital. Furthermore, if after a distribution the Underlying Fund GP determines that a holder of Underlying Fund Units was not entitled to all or some of such distribution, the holder shall be liable to the Underlying Fund to return the portion improperly distributed, together with interest at a rate per annum equal to the prime commercial lending rate of the Underlying Fund's bankers if repayment of such excess amount is not made by the holder of Underlying Fund Units within 15 calendar days of receiving notice of such overpayment. The Underlying Fund GP may set off and apply any sums otherwise payable to a holder of Underlying Fund Units against such amounts due from such holder, provided that there shall be no right of set-off against a holder in respect of amounts owed to the Underlying Fund by a predecessor of such holder.

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

The General Partner will indemnify and hold harmless each holder of Underlying Fund Units for any costs, damages, liabilities, expenses or losses suffered or incurred by such holder that result from or arise out of such holder not having unlimited liability as set out in the Underlying Fund LPA, other than any liability caused by or arising out of any act or omission of such holder of Underlying Fund Units.

Fiscal Year

The fiscal year of the Underlying Fund is December 31 of each calendar year.

Amendment of Underlying Fund LPA

The Underlying Fund GP may, without prior notice or consent from any holder of Underlying Fund Units, amend the Underlying Fund LPA (i) in order to protect the interests of the holders of Underlying Fund Units, if necessary; (ii) 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 holder of Underlying Fund Units; (iii) to reflect any changes to any applicable legislation; or (iv) in any other manner, if such amendment does not and shall not materially adversely affect the interests of any holder of Underlying Fund Units taken as a whole or the holders of any Class of Underlying Fund Units specifically.

Holders of Underlying Fund Units may by special resolution (which must include the consent of the Underlying Fund GP), amend the Underlying Fund LPA.

Term

The Underlying Fund has no fixed term. Dissolution of the Underlying Fund may only occur with the approval of the limited partners of the Underlying Fund by way of special resolution..

Underlying Fund IMA

The Underlying Fund GP, on behalf of the Underlying Fund has entered into the Underlying Fund IMA with Corton. Pursuant to the Underlying Fund IMA, Corton has been retained by the Underlying Fund GP to act as the investment fund manager and to provide investment advisory and administrative services to the Underlying Fund, including

management of the Underlying Fund's investment portfolio on a discretionary basis, and such other services as may be required from time to time. Corton may delegate certain of these duties from time to time.

In consideration for the services provided pursuant to the Underlying Fund IMA, Corton in its capacity as investment advisor to the Underlying Fund will receive the management fees described in this Offering Memorandum under the heading "Fees and Expenses Relating to an Investment in the Fund – Management Fees – *Management Fees – Underlying Fund Units*".

The Underlying Fund IMA provides that Corton and its affiliates have a right of indemnification from the Underlying Fund for any claims arising out of the execution of its duties as investment fund manager and investment advisor, except in cases of gross negligence or misconduct on the part of Corton and provided that Corton, in good faith, determined that such course of conduct was in the best interests of the Underlying Fund. In addition, the Underlying Fund IMA contains provisions limiting the liability of Corton.

Corton is entitled to reimbursement for any reasonable expenses it incurs on behalf of the Underlying Fund.

The Underlying Fund IMA may be terminated by either the Underlying Fund GP or Corton upon ninety (90) days' prior written notice to the other. The Underlying Fund GP or Corton may also terminate the Underlying Fund IMA on thirty (30) days' notice should either party be in breach or default of any provision of the Underlying Fund IMA capable of being cured, so long as the breach or default has not been cured during such period. The Underlying Fund GP may terminate the Underlying Fund IMA immediately in the event that Corton: (i) no longer has all licenses or registrations required to act as contemplated in the Underlying Fund IMA, (ii) becomes bankrupt, insolvent, or makes a general assignment for the benefit of it is creditors or a receiver is appointed in respect of Corton or a substantial portion of its assets or (iii) if Corton ceases to carry on business, or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of Corton.

Corton may terminate the Underlying Fund IMA immediately in the event that the Underlying Fund LPA is terminated or in the event that the Underlying Fund GP or its affiliates are no longer the general partner of the Underlying Fund.

Technology License Agreement

The Quantitative Trading Program was developed by Mark Deriet of Cormark Quantitative Analysis Inc.

Mark Deriet has more than 28 years of investment experience and has a Bachelor of Commerce from the University of Toronto (1993), Masters in Economics from the University of Ottawa (1995), as well as the Chartered Financial Analyst (CFA) and Chartered Market Technician (CMT) designations. Mark joined the securities industry in 1996 on the buy-side. He spent the bulk of his initial time in the industry covering Europe, Emerging Markets, and North American equities at Scotia Investment Management. Mark was introduced to both quantitative and technical analysis early in his career and has developed and integrated quant/momentum models in combination with traditional fundamental analysis.

Mark joined the Cormark in 2006 as the Quantitative/Technical Strategist. Focused solely on developing his quantitative models, Mark quickly gained a strong following among Cormark clients as reflected in his consistent number one ranking in Brendan Wood since 2008 for both quant and technical analysis categories.

During his career, Mr. Deriet has witnessed numerous market cycles, economic shocks, and various extraordinary market events. This practical experience provided the training ground for Mr. Deriet' s understanding of market behaviors. More specifically, Mark has experienced the 1997/98 Asian Crisis, the 2000 Tech Bubble, the 2007-2009 Great Financial Crisis, the 2000-2010 Commodity Supercycle, the 2010-12 European Debt Crisis, the Central Bank tightening cycle of 2022-23, and of course the COVID Pandemic.

The Quantitative Trading Program has been licensed to Corton, on behalf of the Underlying Fund by Cormark Quantitative Analysis Inc. on an exclusive basis pursuant to a technology license agreement dates as of ●, 2025 (the "**Technology Licence Agreement**"). Pursuant to the terms of the Technology Licence Agreement, Corton shall be

entitled to the use of the Quantitative Trading Program exclusively in relation to the investment objective and strategies of the Underlying Fund, until the earlier of: (i) the termination of the Investment Management and Advisory Agreement; and (ii) the wind-up and dissolution of the Underlying Fund. Pursuant to the terms of the Technology Licence Agreement, Corton has agreed to pay Cormark Quantitative Analysis Inc., out of its own assets, a monthly royalty fee equal to: (i) all monthly Management Fee Revenues received by Corton in relation to the Fund, less (ii) $7,000 and plus all applicable tazed (the "**Technology Royalty Fee**").

DETAILS OF THE OFFERING

An unlimited number of Units are being offered by the Fund on a continuous basis to an unlimited number of subscribers in each of the Offering Jurisdictions pursuant to the exemptions from prospectus requirements described herein (the "**Offering**"). Units may be purchased directly from Corton in its capacity as exempt market dealer (or through other Registered Dealers. Subscribers for Units must either qualify as "accredited investors" (as such term is defined in National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") or in Section 73.3 of the *Securities Act* (Ontario)) or purchase Units pursuant to another available exemption from the prospectus requirement under Applicable Securities Laws. The minimum initial purchase amount is (i) $1,000 in respect of Class A and Class F Units; and (ii) $3,000,000 for the Class I Units or such lesser amount as the Investment Manager may in its discretion permit.

There are three (3) classes (each, a "**Class**") of Units currently offered by the Fund pursuant to this Offering Memorandum: Class A Units, Class F Units and Class I Units. Each Class has the same investment objective, strategy and restrictions but may differ in respect of one or more of their features, such as yield, sales commissions and indirect exposure to management fees and Seed Partner Allocations.

Class A Units may be purchased by any investor and carry a front-end sales commission

Class F Units may be purchased by investors who are enrolled in a dealer sponsored fee-for-service or "wrap" program and who are subject to an annual asset-based fee.

Class I Units may be purchased by institutional investors.

A Unitholder may make an additional investment in any Class of Units in such amounts as the Investment Manager may in its discretion permit, provided that at such time the Unitholder is an accredited investor under Applicable Securities Laws.

The Investment Manager reserves the right to accept or reject subscriptions for Units, to change the minimum amounts for investment in the Fund and/or discontinue the offering of Units at any time and from time to time. Each subscriber must satisfy applicable regulatory requirements.

At the discretion of Investment Manager, subscriptions for lesser amounts which comply with other available exemptions from prospectus requirements under Applicable Securities Laws.

Subscriptions for Units may be suspended in certain circumstances. Please see "Determination of Net Asset Value – Suspension of Calculation of Net Asset Value".

PURCHASE PROCEDURE

Subscriptions for Units will be processed as of the last Business Day of each month and such other days as the Investment Manager, in its sole discretion, may permit (each a "**Subscription Date**"). Each Class of Units will be initially offered at a subscription price of $10 per Units and thereafter will be continuously offered on a monthly basis at the applicable Class Net Asset Value per Unit as of each Valuation Date. Fractional Units will be issued up to a maximum of four decimal places.

To initially subscribe for Units of the Fund, a subscriber must complete and return to the Investment Manager and the Administrator a subscription agreement (the "**Subscription Agreement**") together with payment of the subscription

price for the Units being purchased. A subscriber purchasing through a Registered Dealer should contact the dealer in order to understand the deadlines to deliver the completed Subscription Agreement to their dealer. In this case, the Registered Dealer will make arrangements on behalf of the subscriber to remit payment for the Units purchased to the Fund.

In order for a subscription request to be processed at the Class Net Asset Value per Unit determined as at a particular Valuation Date, payment of the subscription price in addition to delivery of the duly completed Subscription Agreement and any other required documents must be received by the Fund by no later than 4:00 p.m. (Toronto time) on the applicable Subscription Date. If the subscription order and/or payment of the subscription price is received by the Fund after the Subscription Deadline, the subscription order will be processed as of the next Subscription Date (i.e., the subscription will be processed at the applicable Class Net Asset Value per Unit determined as of the next Valuation Date).

By executing the Subscription Agreement, investors will be expressly acknowledging that: (i) Corton; and/or (ii) certain partners, directors or officers of Corton; and/or (iii) certain employees and agents of Corton, affiliates of Corton and partners, directors, officers, employees or agents of such persons who have access to, or participate in formulating and making decisions on behalf of the Fund or advice to be given to the Fund (each, a "Responsible Person") or an affiliate of such Responsible Persons is also a partner, director or officer of the Underlying Fund and consent to the investment by the Fund in the Underlying Fund Units. Please see "Conflicts of Interest".

The Investment Manager has the discretion to reject any subscription request. If the subscription request is rejected, all payments received with the request will be refunded without interest or deduction. The Investment Manager may permit subscriptions from investors outside of the Offering Jurisdictions in its sole discretion, provided it has determined that doing so will not have an adverse impact on the Fund or the existing Unitholders as a group.

No certificates will be issued for Units purchased; however, following each purchase the Administrator will send the investor, or the investor's Registered Dealer as the case may be, a written statement indicating the subscription price per unit purchased and the number of Units purchased.

FEES AND EXPENSES RELATING TO AN INVESTMENT IN THE FUND

Management Fees

Management Fees - Fund

The Fund will not charge any management fee in respect of any Class of Units.

Management Fees – Underlying Fund Units

By virtue of the Fund's investment in the Underlying Fund, Unitholders of the Fund will be indirectly subject to the fees, expenses and allocations applicable to the corresponding class of Underlying Fund Units.

The Underlying Fund pays the Investment Manager a management fee (the "**Management Fee**"), plus applicable taxes, based upon the applicable class net asset value of the Underlying Fund Units. Management Fees for the classes of Underlying Fund Units noted below are paid by the Underlying Fund to Corton in its capacity as investment advisor of the Underlying Fund:

class A Underlying Fund Units – 2.50% per annum
class F Underlying Fund Units – 1.50% per annum
class I Underlying Fund Units – Negotiated between the Investment Manager and the investor

The Management Fee is calculated and paid monthly as at the last Business Day of each month and as at any other day as the Investment Manager may determine.

Establishment, Offering and Operating Expenses of the Fund and Underlying Fund

Fund Expenses

The Fund is responsible for the costs of its establishment and the offering of Units, including but without limitation, the fees and expenses of legal counsel to the Fund and the Fund's auditors. The Fund is amortizing these costs over a five (5) year period following the date of the initial closing of the offering of Units.

The Fund is responsible for the payment of fees and expenses relating to its operation. The operating fees and expenses to which the Fund is subject include, without limitation, trustee fees, audit, accounting, record keeping, legal fees and expenses, custody and safekeeping charges, providing financial and other reports to Unitholders and convening and conducting meetings of Unitholders and all taxes, assessments or other regulatory and governmental charges levied against the Fund.

The Fund is generally required to pay applicable sales taxes on most administration expenses that it pays. Each Class of Units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all Classes.

Underlying Fund Expenses

The Underlying Fund is responsible for the costs relating to its establishment and the offering of Underlying Fund Units including but without limitation, the fees and expenses of legal counsel to the Underlying Fund and the Underlying Fund's auditors. The Underlying Fund intends to amortize these costs over a five (5) year period following the date of the initial closing of the offering of Units.

The Underlying Fund is responsible for ongoing fees and expenses relating to its operation including, without limitation, annual fees of the directors of the Underlying Fund GP, expenses for legal, audit, accounting, administration, record keeping, brokerage commissions, bookkeeping, prime brokerage, custody and safekeeping, preparation and delivery of financial and other reports to investors and (when required) convening and conducting meetings of the limited partners of the Underlying Fund as well as any applicable taxes, assessments or other regulatory and governmental charges levied against the Underlying Fund.

Each Class of Underlying Fund Units is responsible for the expenses specifically related to that Class and a proportionate share of expenses that are common to all classes of Underlying Fund Units.

DEALER COMPENSATION

In the event that an investor purchases Class A Units through a Registered Dealer, the investor may be required to pay the Registered Dealer a sales commission which is negotiated between the investor and the registered dealer and is paid by the investor to such dealer. No sales commission is payable in relation to the purchase of Class A Units of the Fund through Corton acting in its capacity as exempt market dealer.

The Investment Manager will pay a trailing commission out of its own funds equal to 1.00% per annum to Registered Dealers and/or other person legally eligible to accept a commission (excluding, for greater certainty, any Class A Units purchased through Corton acting in its capacity as exempt market dealer) in connection with their client's holdings of Class A Units of the Fund. Trailing commissions may be modified or discontinued by the Investment Manager at any time.

No sales commission or trailing commissions will be payable in respect of the Class F or Class I Units of the Fund.

DESCRIPTION OF UNITS

The Fund is authorized to issue an unlimited number of Classes of Units. All Classes have the same investment objective, strategy and restrictions but may differ in respect of one or more of their features, such as yield, sales commissions, and indirect exposure to management fees and allocation entitlements after the Seed Partner Allocations. The Classes of Units currently authorized for issuance by the Fund consist of Class A, Class E, Class F and Class I Units.

Each Unit of the same Class will represent an equal undivided interest in the net assets of the Fund attributable to that Class of Units. Each whole Unit of a particular Class has equal rights to each other Unit of the same Class with respect to all matters, including voting, receipt of distributions from the Fund, liquidation and other events in connection with the Fund.

Units of the Fund are fully paid and non-assessable when issued. Fractions of Units may be issued to a maximum of four decimal places so that subscription funds may be fully invested. Fractional units carry the rights and privileges and are subject to the restrictions and conditions applicable to whole Units in the proportions that they bear to one unit.

At the request of a Unitholder, Units of a particular Class of the Fund may be redesignated as to such number of Units of another Class of the Fund having an aggregate equivalent Net Asset Value to the redesignated Units, provided the requesting Unitholder is eligible to hold Units of such other Class of the Fund and provided further that the Unitholder's request for redesignation is received by the Investment Manager at least 15 Business Days prior to the date on which the Unitholder is requesting the redesignation of the applicable Class of Units to the redesignated Units.

If a particular Unitholder ceases to be eligible to hold Units of a particular Class, the Investment Manager may, at its discretion, upon at least five (5) Business Days prior notice to the affected Unitholder, redesignate such Units held by the particular Unitholder as such number of Units of another Class of the Fund that the Unitholder is eligible to hold having an aggregate equivalent Net Asset Value.

The Investment Manager may, at any time, sub-divide or consolidate any Units of the Fund.

No certificates representing Units shall be issued. Unitholders will, however, receive written confirmation of their holdings.

The provisions or rights attaching to Units of the Fund and other terms of the Trust Declaration may only be modified, amended or varied in accordance with the provisions contained in the Trust Declaration (please see "The Trust Declaration – Amendments to Trust Declaration"). Units are transferable on the register of the Fund only by a registered Unitholder or his or her legal representative, subject to compliance with Applicable Securities Laws. Unitholders are entitled to redeem Units, subject to the Investment Manager's right to suspend the right of redemption. Please see "Redemption of Units".

DETERMINATION OF NET ASSET VALUE

The Net Asset Value of the Fund, the Class Net Asset Value, Class Net Asset Value per Unit will be determined in the manner set forth below as of the last Business Day of each month or on such other dates as the Investment Manager may determine (each, a "**Valuation Date**").

The Administrator has been appointed by the Investment Manager pursuant to the provisions of the Administration Agreement to calculate the Net Asset Value of the Fund.

Net Asset Value of the Fund/Class Net Asset Value

The Net Asset Value of the Fund as of each Valuation Date is the amount by which, according to international financial reporting standards ("**IFRS**"), the value of the assets of the Fund (the "**Fund Property**") as at the close of business on the Valuation Date exceeds the aggregate of the amount of liabilities of the Fund accrued at the close of business on the Valuation Date (including provisions in respect of the expenses of the Fund).

The fair market value of the assets and the amount of the liabilities of the Fund shall be calculated by the Administrator in such manner as Corton, in its sole discretion shall determine from time to time, subject to the following:

(a) the value of any cash on hand, on deposit or on call, prepaid expenses, cash dividends or distributions declared and interest accrued and not yet received, shall be deemed to be the face amount thereof, unless the Administrator, as applicable, in agreement with Corton, determines that any such deposit or call loan is not worth the face amount thereof, in which event the value thereof shall be deemed to be such value as the Administrator, in agreement with Corton, determines to be the reasonable value thereof;

(b) the value of the Fund's investment in the Underlying Fund shall be equal to the net asset value of the Underlying Fund Units. Please see "Calculation of Net Asset Value of the Underlying Fund Units" below;

(c) all expenses or liabilities of the Fund shall be calculated on an accrual basis; and

(d) the value of any security or property to which, in the opinion of the Administrator or Corton, the above valuation principles cannot be applied (whether because no price or yield equivalent quotations are available as above provided, or for any other reason) shall be the fair value thereof determined in such manner as the Administrator, in agreement with Corton, from time to time provides.

Class Net Asset Value/Class Net Asset Value per Unit

The "Class Net Asset Value" of a Class of Units, as of any date, shall equal the fair market value of the assets of the Fund as of such date attributable to the Class, less an amount equal to the total liabilities attributable to the Class as of such date (in each case as adjusted for subscriptions, redemptions, conversions and redesignations on the next following Subscription Date). The "Class Net Asset Value per Unit" shall be computed by the Administrator as at each Valuation Date by dividing the applicable Class Net Asset Value by the total number of Units of such Class then outstanding on such Valuation Date, prior to any issuance or redemption (including an exchange) of Units of such Class to be processed by the Investment Manager immediately following such calculation.

Calculation of Net Asset Value of the Underlying Fund Units

The Underlying Fund GP has the authority pursuant to the Underlying Fund LPA to calculate the net asset value of the Underlying Fund and each Class of Underlying Fund Units. The Underlying Fund GP has retained the Administrator to perform such calculations pursuant to the Underlying Fund Administration Agreement.

The net asset value of the Underlying Fund and each Class of Underlying Fund Units as at the close of business on a Valuation Date or any other day as determined by the Underlying Fund GP shall be the amount by which, according to IFRS, (a) the value of the assets held in the Underlying Fund at the close of business on the Valuation Date, exceeds (b) the liabilities of the Underlying Fund at the close of business on the Valuation Date (including provisions in respect of the expenses of the Underlying Fund, including any accrued and unallocated Seed Partner Allocations).

The fair market value of the assets and the amount of the liabilities of the Underlying Fund shall be calculated by the Administrator in such manner as the Investment Manager, in its sole discretion shall determine from time to time, subject to the following:

(a) 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 is being determined) and interest accrued and not yet received, shall be deemed to be the full amount thereof, unless the Investment Manager, in consultation with the Administrator 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 Investment Manager, in consultation with the Administrator determines to be the reasonable value thereof;

(b) 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. If the closing price is outside of the closing bid-ask range, then the closest bid or ask to the last trade will be used. 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 fair market value on the primary exchange or composite exchange;

(c) All property of the Underlying Fund valued in a foreign currency and all liabilities and obligations of the Underlying Fund payable by the Underlying Fund in foreign currency shall be converted into U.S. dollars by applying the rate of exchange obtained from the best available sources to the Administrator in consultation with the Investment Manager;

(d) Each transaction of purchase or sale of portfolio securities effected by the Underlying Fund will be reflected in the computation of the net asset value of the Underlying Fund on the trade date;

(e) The value of any security or property to which, in the opinion of the Investment Manager, in consultation with the Administrator, 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 Fund Administrator in consultation with the Investment Manager, may from time to time determine based on standard industry practice;

(f) 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; and

(g) All other liabilities shall include only those expenses paid or payable by the Underlying Fund, including accrued contingent liabilities; however expenses and fees allocable only to the Underlying Fund Units shall not be deducted from the net asset value of the Underlying Fund prior to determining the net asset value of each of the other classes of Underlying Fund Units, and shall thereafter be deducted from the net asset value so determined for the Underlying Fund Units.

The Investment Manager may determine such other rules for the calculation of the Net Asset Value of the Underlying Fund or the Underlying Fund Units as they deem necessary from time to time.

Where, for purposes of the calculation of the net asset value of the Underlying Fund, the Administrator is provided with a value, quotation, or other information related to the valuation of the securities or other assets of the Underlying Fund by a third party (collectively "**Third Party Data**"), including without limitation, Corton, its agents or any third party data provider, the Administrator may rely on such Third Party Data and shall not be required to make any investigation or inquiry as to the accuracy, completeness or validity of such Third Party Data. If such Third Party Data is not available to the Administrator, such valuation of the securities or other assets of the Underlying Fund shall be based on an estimate or estimates provided by Corton or any other party acting in a similar capacity for the Underlying Fund (as applicable), or in such other manner as the Administrator shall determine. The Administrator shall have no responsibility or liability, whatsoever, for any loss or damage arising out of or in connection with the Administrator's reliance on such Third Party Data or any such estimates.

Suspension of Calculation of Net Asset Value

The Investment Manager may suspend the calculation of Net Asset Value of the Fund and Class Net Asset Value and defer or suspend any subscriptions or redemptions of the Units: (i) when required or permitted to do so under Applicable Securities Laws; (ii) during a period in which the value of, or redemptions of, the Underlying Fund has

been suspended or (iii) with the approval of the relevant securities regulatory authorities under Applicable Securities Laws.

Subscriptions for Underlying Fund Units and the calculation the net asset value of the Underlying Fund may be suspended: (i) when required or permitted to do so under Applicable Securities Laws; (ii) during any period when any market or exchange on which a substantial part of the investment portfolio of the Underlying Fund has been restricted in any way; (iii) during any state of affairs which constitutes an emergency which would render a disposition of assets of the Underlying Fund impractical or detrimental to investors in the Underlying Fund; (iv) in circumstances where the valuation of such assets, in the opinion of Corton cannot be promptly or fairly ascertained; or (v) with the approval of the relevant securities regulatory authorities under Applicable Securities Laws.

REDEMPTION OF UNITS

Subject to certain requirements, Units may be redeemed on a monthly basis as of the last Business Day of each month (each, a "**Redemption Date**") provided that a written or electronic redemption request is received by the Investment Manager no later than 4:00 pm (Toronto time) on a date which is not less than thirty (30) days prior to the applicable Redemption Date.

The Fund will redeem all or any part of the Units of a Class held by an investor at the applicable Class Net Asset Value per Unit determined as of the next Valuation Date following receipt of the redemption request. All redemption requests received after 4:00 pm (Toronto time) on the date which is less than thirty (30) days prior to the next Redemption Date will be processed at the applicable Class Net Asset Value per Unit calculated as of the next Valuation Date. Payment for redeemed Units shall be made in cash, on or about twenty-one (21) days following the applicable Redemption Date.

The investment objective of the Fund is designed for investors with medium to long-term investment horizons and is not intended as a short-term investment.

Deferral or Suspension of Redemption

In order to pay redemption proceeds to a Unitholder, the Fund will submit a redemption request in respect of an appropriate number of Underlying Fund Units. If the Underlying Fund GP has received requests to redeem Underlying Fund Units having an aggregate value of 20% or more of the net asset value of the Underlying Fund on any Redemption Date, the Underlying Fund GP may, in its sole discretion, defer redemptions of Underlying Fund Units in excess of 20% of the net asset value of the Underlying Fund until the next Redemption Date. In such circumstance, the deferral of the redemption shall be applied on a pro rata basis in respect of all Underlying Fund Units for redemption requests have been received for the Redemption Date in question and the redeeming holder of Underlying Fund Units will receive the applicable class net asset value calculated as of the next Redemption Date in respect of any Underlying Fund Units for which redemption has been deferred. Where such a deferral takes place, any pending redemptions of Units of the Fund will be deferred until such time as the Fund receives payment from the Underlying Fund in respect of such Units.

The Investment Manager may suspend, or continue a suspension of, the right of redemption of Units of the Fund during any period in which the calculation of the Net Asset Value of the Fund is suspended or where the Investment Manager determines that conditions exist during which a redemption of the Underlying Fund Units is not reasonably practicable or such a suspension is in the best interests of Unitholders.

If the Investment Manager suspends the right of redemption of Units, a Unitholder may either withdraw his redemption application or receive payment based on the Net Asset Value per Unit next determined after the termination of the suspension.

The Fund may redeem some of the Units for which redemption has been requested by Unitholders and postpone or suspend the redemption of the remaining Units of such Unitholders. Any partial redemption proceeds shall be allocated pro rata according to the aggregate Class Net Asset Value of the Unitholder's holdings (without reduction for redemption requests as of such Redemption Date).

Mandatory Redemptions

The Investment Manager is entitled, at any time and from time to time, at its absolute discretion, upon giving ten (10) days' prior written notice to compulsorily redeem or cause to be redeemed all or any part of the Units held by any Unitholder, including, but not limited to: (i) if at any time, as a result of redemptions, the aggregate Class Net Asset Value of the Units held by that Unitholder is less than the minimum balance, if any, set by the Investment Manager; and (ii) as a result of a refusal or failure on the part of the Unitholder to provide and/or consent to the disclosure of information concerning the Unitholder which is required to be disclosed by the Fund in accordance with applicable laws. Such a redemption shall be made on such terms and conditions as the Investment Manager may, from time to time, determine, at its discretion, at the applicable Class Net Asset Value per Unit calculated in the manner provided in the notice provided to the Unitholder.

REPORTING TO UNITHOLDERS

Each Unitholder will receive from the Investment Manager or its agent or from the Unitholder's Registered Dealer, as the case may be, an annual and a semi-annual statement showing the Units held and any transactions for the preceding period. Such statements will contain any amounts reinvested for the Unitholder during the preceding period, the number of additional Units purchased or redeemed on behalf of the Unitholder and the Net Asset Value of the Units determined on the Valuation Date immediately preceding the date of the statement.

The Fund will deliver to Unitholders financial statements of the Fund in accordance with the provisions of NI 81-106. The Fund is relying on the exemption pursuant to section 2.11 of NI 81-106, not to file its financial statements with the Ontario Securities Commission.

Pursuant to NI 81-106, Unitholders will be sent audited annual financial statements within ninety (90) days of the Fund's year-end and unaudited semi-annual financial statements within sixty (60) days after June 30th in accordance with their instructions. Under NI 81-106, Unitholders are given the option to receive or not receive annual and interim financial statements and have the ability to change their selection at any time by contacting the Investment Manager.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain of the principal Canadian federal income tax considerations under the Tax Act generally applicable to the Fund and to purchasers of Units of the Fund who, at all material times, are individuals (other than trusts), are resident in Canada, deal at arm's length, and are not affiliated, with the Fund, and will hold their Units as capital property, all within the meaning of the Tax Act.

Generally, Units will be considered to be capital property to a purchaser, provided the purchaser does not hold such securities in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their Units as capital property may, in certain circumstances, be entitled to have them treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Unitholders should consult their own tax advisers as to whether an election under subsection 39(4) of the Tax Act is available and advisable under their own circumstances.

This summary is based upon the provisions of the Tax Act as of February 6, 2025, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) ("**Finance**") prior to February 6, 2025 (the "**Proposed Amendments**") and the current published administrative policies and assessing practices of the CRA as of February 6, 2025 This summary assumes that any Proposed Amendments will be enacted as proposed. However, there can be no assurance that the Proposed Amendments will be enacted in the form proposed, or at all. Other than the Proposed Amendments, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, or any changes in the administrative policies and assessing practices of the CRA.

This summary assumes that none of the issuers of securities held by the Fund or the Underlying Fund will be (i) a "foreign affiliate" (as defined in the Tax Act) of the Underlying Fund, the Fund or any Unitholder, or (ii) a non-

resident trust that is not an "exempt foreign trust" as defined in section 94 of the Tax Act. This summary also assumes that (i) the Fund will not be a "SIFT trust" for the purposes of the Tax Act, (ii) the Underlying Fund will not be a "SIFT partnership" for the purposes of the Tax Act, (iii) the Fund will not be a "financial institution" for the purposes of the Tax Act, and (iv) neither the Fund nor the Underlying Fund will be required to include any amounts in income pursuant to section 94.1 or section 94.2 of the Tax Act.

This summary is based on the assumption that the Fund will qualify, at all times, as a "mutual fund trust" within the meaning of the Tax Act. In order to qualify as a "mutual fund trust", the Fund must restrict its undertakings to investing in certain property, must comply, on a continuous basis, with certain minimum distribution requirements relating to the Units, and must not be established or maintained primarily for the benefit of non-residents. If the Fund does not qualify as a "mutual fund trust" for the purposes of the Tax Act at all times, the income tax considerations described below could be materially and adversely different.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units. This summary does not address income tax consequences relating to the deductibility of interest on money borrowed to acquire Units, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor. Investors are urged to consult with their own tax advisors for advice with respect to their particular circumstances.

Taxation of the Fund

In each taxation year, the Fund will be subject to tax under Part I of the Tax Act on the amount of its income (or deemed income) for the year (including net realized taxable capital gains) less the portion thereof that it deducts in computing its income in respect of amounts paid or payable to Unitholders in the taxation year. An amount will be considered to be payable to a Unitholder in a year if it is paid in the year or if the Unitholder is entitled to enforce payment of the amount in the year.

The Fund may be entitled for each taxation year to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized taxable capital gains by an amount determined under the Tax Act based on the redemption of Units during the year (the "**capital gains refund**"). The Tax Act contains a special anti-avoidance rule that will deny the Fund a deduction for the portion of a capital gain of the Fund designated to a Unitholder on a redemption of Units that is greater than the Unitholder's accrued gain on those Units, where the Unitholder's proceeds of disposition are reduced by the designation. Any taxable capital gains that would otherwise have been designated to redeeming Unitholders may be made payable to the remaining non-redeeming Unitholders to ensure the Fund will not be liable for non-refundable income tax thereon. Accordingly, the amounts of taxable distributions made to Unitholders of the Fund may be greater than they would have been in the absence of the special anti-avoidance rule. In any event, the capital gains refund in a particular taxation year may not completely offset the tax liability of the Fund for such taxation year that may arise upon the disposition of limited partnership units of the Underlying Fund in connection with the redemption of Units and Fund distributions.

The Fund intends to pay or make payable to Unitholders a sufficient amount of its income (including net realized taxable capital gains) each year so that the Fund will not be liable in any year for income tax under Part I of the Tax Act after taking into account the capital gains refund. Losses incurred by the Fund in a taxation year cannot be allocated to Unitholders, but may be deducted by the Fund in future years in accordance with the Tax Act.

Due to the investment strategy of the Fund, the Fund's income or loss for a taxation year is expected to principally consist of (i) its share of the income or, subject to the "at-risk" rules contained in the Tax Act, its share of the loss, of the Underlying Fund for the fiscal period of the Underlying Fund ending in that taxation year, whether or not the Fund has received or will receive a distribution from the Underlying Fund, and (ii) any taxable capital gains or allowable capital losses realized on the disposition of an interest in the Underlying Fund. The Fund's share of the Underlying Fund's income (or loss) will generally be treated as if the Fund had derived such income (or incurred such loss) directly for the purposes of the Tax Act.

The Underlying Fund will compute its income (or loss) under the Tax Act for each of its fiscal periods as if it were a separate person resident in Canada. In this regard, the Underlying Fund will be required to include in its income for each taxation year all interest that accrues to it to the end of the year, or becomes receivable or is received by it before the end of the year, except to the extent that such interest was included in computing its income for a preceding taxation year.

Generally, profits and losses realized by the Underlying Fund from investing in derivatives will be treated as ordinary income or losses. Gains and losses realized by the Underlying Fund on the disposition of securities held in long positions will generally be reported as capital gains and capital losses, respectively. The Underlying Fund generally intends to account for gains and losses realized on short sales on income account. Whether gains and losses realized by the Underlying Fund are on income or capital account will depend largely on factual considerations. The Fund expects to elect under subsection 39(4) of the Tax Act so that its share of gains and losses of the Underlying Fund from dispositions of "Canadian securities" under the Tax Act (including those gains and losses connected with certain short sales of Canadian securities) will be treated as capital gains or losses under the Tax Act.

In computing its income under the Tax Act, the Fund, and the Underlying Fund (in computing its income under the Tax Act in the circumstances described above), may deduct reasonable administrative, interest and other expenses incurred to earn income subject to the detailed rules in the Tax Act.

The Fund may realize capital gains or losses with respect to the disposition of an interest in the Underlying Fund. The adjusted cost base of the Fund's interest in the Underlying Fund at any time will be the cost of such interest reduced by its share of any losses of the Underlying Fund allocated it for fiscal periods ending before that time (in each case after taking into account the "at-risk" rules and taking into account the full amount of any capital losses) and by amounts distributed by the Underlying Fund before such time.

The adjusted cost base of the Fund's interest in the Underlying Fund at any time will be increased by any income of the Underlying Fund allocated to the Fund, including the full amount of any capital gains realized by the Underlying Fund, for fiscal periods ending before that time. If the adjusted cost base to the Fund of its interest in the Underlying Fund were negative at the end of a taxation year, the amount by which it is negative will be deemed to be a capital gain realized by the Fund in that taxation year and the adjusted cost base of the interest will be increased by the amount of the deemed gain. The Investment Manager has advised that it does not anticipate that the adjusted cost base to the Fund of its interest in the Underlying Fund will be negative at the end of any fiscal year.

The Fund may be subject to the "suspended loss" rules in the Tax Act, which may defer the recognition of capital losses on the disposition of an interest in the Underlying Fund. As well, in certain circumstances, losses of the Fund may be restricted and therefore would not be available to shelter income or capital gains.

The Fund and the Underlying Fund (in computing its income under the Tax Act in the circumstances described above) are required to compute all relevant amounts, including interest, the cost of property and proceeds of disposition, in Canadian dollars for purposes of the Tax Act at the exchange rate prevailing at the time of the transaction, as more particularly determined in accordance with section 261 of the Tax Act. As a result, the amount of income, gains or losses for the Fund and the Underlying Fund may be affected by changes in the value of foreign currencies relative to the Canadian dollar.

The Underlying Fund may derive income or gains from investments in countries other than Canada and, as a result, it (and by extension, the Fund) may be liable to pay income or profits tax to such countries. The Fund will generally be considered to have derived its share of such income and gains from these sources and to have paid its share of such taxes. Subject to the detailed rules in the Tax Act, the Fund may designate a portion of its foreign source income in respect of a Unitholder so that such income and a portion of the foreign tax paid by the Fund on such income that has not been deducted by the Fund may be regarded as foreign source income of, and foreign tax paid by, the Unitholder for the purposes of the foreign tax credit provisions of the Tax Act. However, for the purposes of these rules, foreign taxes paid in respect of income from a property that exceed 15% of such income may not be designated to a Unitholder and may generally be deducted by the Fund in computing its income for the purposes of the Tax Act.

Taxation of Unitholders

A Unitholder will generally be required to include in computing income for a particular taxation year of the Unitholder the portion of the net income, including the taxable portion of net realized capital gains, of the Fund paid or payable to the Unitholder in that particular taxation year whether in cash or in additional Units. Provided that appropriate designations are made by the Fund, such portion of (a) the net realized taxable capital gains of the Fund, (b) the foreign source income for the Fund and foreign taxes eligible for the foreign tax credit, and (c) the taxable dividends received by the Fund on shares of taxable Canadian corporations as are paid or becomes payable to a Unitholder will effectively retain their character and be treated as such in the hands of the Unitholder (including such amounts allocated to the Fund by the Underlying Fund). To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the applicable gross-up and dividend tax credit rules will apply.

The non-taxable portion of net realized capital gains of the Fund paid or payable to a Unitholder in a taxation year will not be included in the Unitholder's income for the year and will not reduce the adjusted cost base of the Unitholder's Units provided the Fund makes a designation in respect of the amount of such capital gains. Any amount in excess of the Fund's net income and the non-taxable portion of net realized capital gains designated to the Unitholder for a taxation year that is paid or payable to the Unitholder in such year will not generally be included in the Unitholder's income but will reduce the adjusted cost base of the Unitholder's Units.

The Net Asset Value per Unit will reflect any income and gains of the Fund that have accrued at the time Units are acquired. Accordingly, a Unitholder who acquires Units may become taxable on the Unitholder's share of income and gains of the Fund that accrued before the Units were acquired notwithstanding that such amounts will have been reflected in the price paid for the Units.

Upon the disposition or deemed disposition of a Unit, including the redemption of a Unit, the Unitholder will generally realize a capital gain (or capital loss) equal to the amount by which the Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of the Unit and any reasonable costs of disposition. Proceeds of disposition will not include an amount that is otherwise required to be included in the Unitholder's income. For the purpose of determining the adjusted cost base of a Unit to a Unitholder, when a Unit is acquired, the cost of the newly-acquired Unit will be averaged with the adjusted cost base of all identical Units owned by the Unitholder as capital property immediately before that time. The cost of a Unit received on the reinvestment of distributions of the Fund will be equal to the amount reinvested.

One-half of any capital gains ("**taxable capital gains**") realized by a Unitholder will generally be included in the Unitholder's income and one-half of any capital loss ("**allowable capital losses**") realized may generally be deducted only from taxable capital gains in accordance with the provisions of the Tax Act.

Amendments to the Tax Act that would affect the tax treatment of capital gains and capital losses were proposed in a Notice of Ways and Means Motion on September 23, 2024 (the "**Proposed Capital Gains Amendments**"). If the Proposed Capital Gains Amendments were enacted as proposed, one-half of the first $250,000 of capital gains realized in a taxation year by a Unitholder who is an individual (other than a trust) (net of current-year capital losses and certain other amounts), and two-thirds of any additional capital gains realized by such individual Unitholder in the taxation year, would be included in such Unitholder's income for the taxation year. The Proposed Capital Gains Changes were proposed to apply to capital gains realized on or after June 25, 2024.

On January 31, 2025, the Minister of Finance announced that the federal government was deferring the date on which the capital gains inclusion rate would be increased under the Proposed Capital Gains Amendments until January 1, 2026. **Unitholders should consult with their tax advisors to assess the impact of the Proposed Capital Gains Amendments in their particular circumstances.**

Generally, net income of the Fund paid or payable to a Unitholder that is designated as taxable dividends from taxable Canadian corporations or as net realized capital gains and capital gains realized on the disposition of Units may increase the Unitholder's liability for alternative minimum tax.

Tax Information Reporting

In March 2010, the U.S. enacted the Foreign Account Tax Compliance Act ("**FATCA**"), which imposes certain reporting requirements on non-U.S. financial institutions. The governments of Canada and the United States have entered into an Intergovernmental Agreement ("**IGA**") which establishes a framework for cooperation and information sharing between the two countries and may provide relief from a 30% U.S. withholding tax under U.S. tax law (the "**FATCA Tax**") for Canadian entities such as the Fund, provided that (i) the Fund complies with the terms of the IGA and the Canadian legislation implementing the IGA in Part XVIII of the Tax Act, and (ii) the government of Canada complies with the terms of the IGA. The Fund will endeavour to comply with the requirements imposed under the IGA and Part XVIII of the Tax Act. Under Part XVIII of the Tax Act, Unitholders are required to provide identity and residency and other information to the Fund (and may be subject to penalties for failing to do so), which, in the case of "Specified U.S. Persons" or certain non-U.S. entities controlled by "Specified U.S. Persons", will be provided, along with certain financial information (for example, account balances), by the Fund to the CRA and from the CRA to the U.S. Internal Revenue Service. The Fund may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or Part XVIII of the Tax Act, or if the Canadian government is not in compliance with the IGA and if the Fund is otherwise unable to comply with any relevant and applicable U.S. legislation. Any such FATCA Tax in respect of the Fund would reduce the Fund's distributable cash flow and net asset value.

Part XIX of the Tax Act implements the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development ("**CRS**"). Pursuant to Part XIX of the Tax Act, "Canadian financial institutions" that are not "non-reporting financial institutions" (as both terms are defined in Part XIX of the Tax Act) are required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the "controlling persons" of which are resident in a foreign country, and to report required information to the CRA. Such information is expected to be exchanged on a reciprocal, bilateral, basis with the tax authorities of the foreign country in which the account holders or such controlling persons are resident, pursuant to the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty. Pursuant to Part XIX of the Tax Act, Unitholders are required to provide certain information regarding their investment in the Fund for the purpose of such information exchange, unless the investment is held within certain Registered Plans (as defined below). The Fund, in conjunction with assistance from its service providers where necessary, will endeavour to ensure that it satisfies any obligations imposed on it under the Tax Act in respect of CRS.

The Fund's ability to satisfy its obligations under Part XIX of the Tax Act depends on each Unitholder in the Fund providing the Fund with any information, including information concerning the direct or indirect owners of such Unitholders, that the Fund determines is necessary to satisfy such obligations. In its subscription agreement, each Unitholder will, among other things, agree to provide such information and documentation upon request from the Fund. If a Unitholder provides information and documentation that is misleading, or it fails to provide the Fund (or its agents) with the requested information and documentation necessary in either case to satisfy the Fund's obligations under the Tax Act, then the Fund reserves the right to (i) take any action and/or pursue all remedies at its disposal, including, without limitation, compulsory redemption or withdrawal of the Unitholder's Units; and (ii) hold back from any redemption proceeds, or deduct from the Net Asset Value in respect of the Unitholder's Units, any liabilities, costs, expenses, penalties or taxes caused (directly or indirectly) by the Unitholder's action or inaction. **Unitholders are encouraged to consult with their own tax advisors regarding the possible implications of CRS in respect of their interests in the Fund.**

Taxation of Registered Plans

Amounts of income and capital gains in respect of Units included in the income of trusts governed by a tax-free savings account ("**TFSA**"), registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), registered education savings plan ("**RESP**"), first home savings account ("**FHSA**"), deferred profit sharing plan ("**DPSP**") and registered disability savings plan ("**RDSP**") (collectively, "**Registered Plans**") are generally not taxable under Part I of the Tax Act, provided the Units are "qualified investments" for such Registered Plan for purposes of the Tax Act. Please see "Eligibility for Investment". Unitholders should consult their own advisors regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a Registered Plan.

Notwithstanding the foregoing, if the Units are "prohibited investments" (as defined in the Tax Act) for a TFSA, FHSA, RRSP RRIF, RESP, or RDSP, the holder of the TFSA, FHSA, or RDSP, the annuitant of the RRSP or RRIF,

or the subscriber of the RESP, as the case may be, (each, a "**Plan Holder**") will be subject to a penalty tax as set out in the Tax Act. The Units will be a "prohibited investment" for a TFSA, FHSA, RRSP, RRIF, RESP, or RDSP if the Plan Holder (i) does not deal at arm's length with the Fund for purposes of the Tax Act, or (ii) has a "significant interest", as defined in the Tax Act, in the Fund. Generally, a Plan Holder will not have a significant interest in the Fund unless the Plan Holder owns interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with whom the Plan Holder does not deal at arm's length. In addition, the Units will not be a "prohibited investment" for a TFSA, FHSA, RRSP, RRIF, RESP, or RDSP if such Units are "excluded property", as defined in the Tax Act. Plan Holders should consult with their own tax advisors regarding the "prohibited investment" rules based on their particular circumstances.

ELIGIBILITY FOR INVESTMENT

Provided that the Fund qualifies as a "mutual fund trust" for the purposes of the Tax Act at all times, Units offered pursuant to this Offering Memorandum will be qualified investments under the Tax Act for Registered Plans.

RISK FACTORS

An investment in the Fund involves various risks. An investment in Units should only be made after consulting with independent and qualified sources of investment and tax advice. An investment in the Fund is not intended as a complete investment program. A subscription for Units should only be considered by persons who understand and can bear the risk of loss associated with an investment in the Fund. **The following does not purport to be a complete summary of all the risks associated with an investment in the Fund:**

Reliance on Investment Manager

All investment and trading decisions for the Fund and the Underlying Fund will be made by the Investment Manager and its judgment and ability will determine the success of the Fund and the Underlying Fund. No assurance can be given that the investment strategies of the Fund or the Underlying Fund will prove successful under any or all market conditions.

Limited Operating History

Although all persons involved in the management and administration of the Fund and the Underlying Fund have significant experience in their respective fields of specialization, each of the Fund and the Underlying Fund has a limited operating or performance history upon which prospective investors can evaluate the likely performance.

Limited Ability to Liquidate Investment

There exists no established market for the sale of the Units of the Fund and none is expected to develop within the foreseeable future. The Units of the Fund may be resold only pursuant to exemptions available under applicable securities legislation. Units may be redeemed on a monthly basis upon thirty (30) days' prior written notice. Please see "Redemption of Units".

Use of Borrowed Funds to Finance Acquisition of Units

Prospective investors are not advised to finance the acquisition of Units through the use of borrowed money. Using borrowed money to finance the purchase of securities involves a greater risk than a purchase using the investor's cash resources only. If an investor borrows money to purchase Units, the investor's obligation to repay the loan and pay interest as required by the terms of the loan remains the same even if the value of the Units purchased declines.

Effect of Substantial Redemptions

Substantial redemptions of Units could require the Fund to liquidate its positions more rapidly than otherwise desired in order to obtain the cash necessary to fund the redemptions. In addition, substantial redemptions/repurchases of other Classes of Units could require the Investment Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the value of the Fund. In these circumstances, the Fund may defer redemptions/repurchases, for a maximum period of ninety (90) calendar days. Substantial redemptions/repurchases might result in the liquidation of the Fund.

Loss of Investment

An investment in the Fund is not intended as a complete investment program. A subscription for Units should only be considered by persons who understand and can bear the risk of loss associated with an investment in the Fund. Investors should review closely the investment objectives and investment strategies to be utilized by the Fund and the Underlying Fund as outlined herein to familiarize themselves with the risks associated with an investment in the Underlying Fund.

Income

An investment in the Fund is not suitable for an investor seeking an income from such investment.

Cyber Security Risk

As the use of technology has become more prevalent in the course of business, each of the Investment Manager, the Fund and the Underlying Fund have become potentially more susceptible to operational risks through breaches of cyber security. A breach of cyber security refers to both intentional and unintentional events that may cause the Investment Manager, the Fund or the Underlying Fund to lose proprietary information, suffer data corruption or lose operational capacity. This in turn could cause the Investment Manager, the Fund or the Underlying Fund to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures, and/or financial loss. Cyber security breaches may involve unauthorized access to the Investment Manager's, the Fund's or the Underlying Fund's digital information systems (e.g., through "hacking" or malicious software coding) but may also result from outside attacks, such as denial of service attacks (i.e., efforts to make network services unavailable to intended users). In addition, cyber security breaches of the Investment Manager's, the Fund's or the Underlying Fund's third-party service providers (e.g., fund administrators and custodians) or issuers that the Underlying Fund invests in can also subject the Investment Manager, the Fund and the Underlying Fund to many of the same risks associated with direct cyber security breaches.

Lack of Independent Experts Representing Limited Partners

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

Tax Matters

There can be no assurance that income tax laws or the administrative policies and assessing practices of the CRA or other revenue authorities will not be changed in a manner that will fundamentally alter the tax treatment of the Fund or the tax consequences to Uniholders of holding or disposing of Units. Any such changes in law or administrative policy or practice may affect adversely: (i) the benefits of an investment in the Fund; (ii) the profitability of the Fund; or (iii) the after-tax returns to investors in the Fund. There can be no assurance that the CRA will not change its administrative policies or practices in a manner that adversely affects the after-tax returns to investors.

To the extent that the Fund were to be characterized as a "SIFT trust", or the Underlying Fund were to be characterized as a "SIFT partnership", the after-tax returns to Unitholders could be adversely affected.

If the Fund experiences a "loss restriction event" (i) the Fund will be deemed to have a year-end for tax purposes, and (ii) the Fund will become subject to the loss restriction rules in the Tax Act that are generally applicable to corporations that experience an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, the Fund could be subject to a loss restriction event when a person becomes a "majority-interest beneficiary" of the Fund or a group of persons becomes a "majority-interest group of beneficiaries" of the Fund, as those terms are defined in the affiliated persons rules contained in the Tax Act, with appropriate modifications. Generally, a majority-interest beneficiary of the Fund will be a beneficiary who, together with the beneficial interests of persons and partnerships with whom the beneficiary is affiliated, has a beneficial interest in the Fund with a fair market value that is greater than 50% of the fair market value of all interest in the income or capital, respectively, in the Fund. However, statutory exceptions to the rules may effectively preclude the application of the rules to the Fund provided the Fund meets certain investment conditions.

If the Fund does not qualify, or ceases to qualify, as a "mutual fund trust" under the Tax Act, the income tax considerations described under the heading "Certain Canadian Federal Income Tax Considerations" would be materially and adversely different in certain respects. There can be no assurance that Canadian federal income tax laws and administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts will not be changed in a manner that adversely affects the Unitholders.

Legal and Regulatory

Costs of complying with laws, regulations and policies of regulatory agencies, as well as possible legal actions, may impact the value of investments held by the Fund and the Underlying Fund.

Not a Mutual Fund Offered by Prospectus

Neither the Fund nor the Underlying Fund is a mutual fund offered by prospectus. As such, neither the Fund or the Underlying Fund is subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of their respective investment portfolios. In addition, the rules designed to protect investors who purchase securities of a mutual fund offered by prospectus will not apply to the Units.

Conflicts of Interest

The Fund, the Underlying Fund and the Investment Manager may be subject to various conflicts of interest. Please see “Conflicts of Interest”.

Indemnification Obligations of the Fund and the Underlying Fund

The Investment Manager its respective directors, officers, employees and agents as well as the Prime Broker, Administrator, Auditor, and their respective affiliates, are entitled to be indemnified out of the assets of the Fund and/or the Underlying Fund in certain circumstances. As a result, there is a risk that the Fund’s or the Underlying Fund’s assets will be used to indemnify such persons, companies or their employees or satisfy their liabilities as a result of their activities in relation to the Fund or the Underlying Fund (as applicable) in a manner which would have a materially adverse effect on the value of the Fund or the Underlying Fund.

Risks Related to Investment Strategies Utilized by the Underlying Fund

There can be no assurance that any trading method employed by Investment Manager on behalf of the Underlying Fund will produce profitable results. Moreover, past performance is not necessarily indicative of future returns.

General Investment and Trading Risks

An investment in the Underlying Fund is subject to all risks incidental to investment in securities and other assets, which the Underlying Fund may own. These factors include, without limitation, changes in government rules and fiscal and monetary policies, changes in laws and political and economic conditions throughout the world and changes

in general market conditions. There can be no guarantee that any profits will be realized by the Underlying Fund and, therefore, by a Limited Partner as a holder of Units.

All investments in securities present a risk of loss of capital. Volatile financial markets increase that risk. If the Investment Manager's evaluation of an investment opportunity should prove incorrect, the Underlying Fund could experience losses as a result of a decline in the market value of securities in which the Underlying Fund holds a long position or an increase in the value of securities in which the Underlying Fund holds a short position.

The risk management techniques that may be used by the Investment Manager do not provide any assurance that the Underlying Fund will not be exposed to a risk of significant investment losses. No guarantee or representation is made that the Quantitative Trading Program used by the Underlying Fund will be successful, that the Underlying Fund will achieve its targeted returns or that there will be any return of capital to Unitholders. In addition, investment results may vary substantially over time.

General Economic and Market Conditions

The success of the Underlying Fund'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 Underlying Fund's investments. Unexpected volatility or illiquidity could impair the Underlying Fund's profitability or result in losses.

Available Information

The Quantitative Trading Program utilized by the Underlying Fund may recommend investments, in part, on the basis of information and data filed by the issuers of securities with various government regulators or made directly available to the Underlying Fund by such issuers, or through sources other than the issuers. Although the Investment Manager evaluates all such information and data, and seeks independent corroboration when the Investment Manager considers it appropriate and when it is reasonably available, the Investment Manager is not in a position to confirm the completeness, genuineness or accuracy of such information and data, and in some cases, complete and accurate information is not readily available.

Algorithmic Trading Risks

The Underlying Fund relies on the Quantitative Trading Program, data inputs and assumptions in generating trade recommendations. Statistical investing models, such as those used by the Quantitative Trading Program, rely on back-tested information, and, thus, may not operate as expected or intended when events having few or no historical antecedents occur, and, accordingly, may generate losses another investment strategy may have been able to avoid. The Quantitative Trading Program utilizes a predictive algorithmic model that relies on a current, diverse and large pool of data points to achieve anticipated results. The predictive algorithmic model is currently untested and may not produce anticipated results.

Global Catastrophic Risks

The Underlying Fund may be subject to the risk of loss arising from direct or indirect exposure to a number of types of global scale catastrophic events, including without limitation (i) public health crises, including COVID 19 and its variants, SARS, H1N1/09 influenza, Zika avian influenza, other coronaviruses, Ebola or other existing or new epidemic diseases, or the threat or fear thereof; or (ii) other major events or disruptions, such as hurricanes, earthquakes, tornadoes, fires, flooding and other natural disasters; acts of war, military conflicts, social unrest or terrorism, including cyberterrorism; or major or prolonged power outages or network interruptions. Such events could exacerbate political, social and economic risks previously mentioned and result in significant breakdowns, delays and other disruptions on a local, regional and global scale, which may have adverse effects on the operating performance of the Underlying Fund and its portfolio investments. The extent of the impact of any such catastrophe or other emergency on the Underlying Fund's and its portfolio investments' operational and financial performance will depend on many factors, including the duration and scope of such emergency, the extent of any related travel advisories and restrictions, the impact on overall supply and demand for goods and services, investor liquidity, consumer confidence

and levels of economic activity, and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. In particular, to the extent that any such event occurs and has a material effect on global financial markets or specific markets in which the Underlying Fund participates (or has a material effect on any Underlying Fund portfolio investments or locations in which such portfolio investments or the Investment Manager operates or on any of their respective personnel) the risks of loss could be substantial and could have a material adverse effect on the Underlying Fund or the ability of the Investment Manager to fulfill the investment objective of the Underlying Fund.

Short Sales

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 Underlying Fund. 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 prior to the date originally agreed upon. In cases like this, the Underlying Fund 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 Underlying Fund may have to bid up the price of the security in order to cover the short position, resulting in losses to the Underlying Fund.

Currency and Exchange Rate Risks

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

Counterparty Risk

To the extent that any counterparty with or through which the Underlying Fund engages in trading and maintains accounts does not segregate the Underlying Fund's assets, the Underlying Fund will be subject to a risk of loss in the event of the insolvency of such person. Even where the Underlying Fund's assets are segregated, there is no guarantee that in the event of such insolvency, the Underlying Fund will be able to recover all of its assets.

The use of leverage as part of the Underlying Fund's investment strategies generally requires the Underlying Fund to post portfolio assets as collateral with a lender, borrowing agent, prime broker or other counterparty. Even if the counterparty is a qualified custodian under applicable securities laws, collateral posted with the counterparty may be comingled with the counterparty's assets and subject to greater risk of loss in the event (i) the counterparty becomes bankrupt; (ii) there is a breakdown in the counterparty's information technology systems; or (iii) due to the fraud, willful or reckless misconduct, negligence or error of the counterparty or its personnel. The Investment Manager has reviewed each counterparty's reputation, financial stability and relevant internal controls and has concluded that the counterparty's system of controls and supervision is sufficient to manage risks of loss to Underlying Fund assets in accordance with prudent business practice, having regard for the potential for the leverage strategies used by the Underlying Fund to hedge certain investment risks associate with, and/or enhance the returns of the Underlying Fund. Please see "Risk of Leverage" and "Prime Broker and Custodial Arrangements".

Credit Risk

Credit risk is associated with the uncertainty in a company's ability to meet its debt obligations. Debt securities rated below investment grade or unrated securities offer a better yield but are generally more volatile and less liquid than other debt securities. There is also a greater likelihood that issuers of below investment grade or unrated debt securities

may default, which may result in losses. The market for lower rated debt securities can also be affected by adverse publicity toward the high yield bond markets, which can impact prices of such securities. The value of investment funds (such as the Underlying Fund) that hold these securities may rise and fall substantially.

Derivatives Risk

The Underlying Fund may use derivative instruments to help it achieve its investment objective. These investments usually take the form of a contract between two parties where the value of the payments required under the contract is derived from an agreed source, such as the market price (or value) of an asset (which could be, for example, currency or stocks) or from an economic indicator (such as a stock market index or a specified interest rate). Derivatives may be used to limit, or hedge against losses that may occur because of the Underlying Fund's investment in a security or exposure to a currency or market. The Underlying Fund may use four types of derivatives: options, forwards, futures and swaps. The use of derivatives carries several risks:

- There is no guarantee that a market will exist for some derivatives, which could prevent the Underlying Fund from selling or exiting the derivatives at the appropriate time. Therefore, the Underlying Fund may be unable to realize its profits or limit its losses.

- It is possible that the other party to the derivative contract will not meet its obligations under the contract. To minimize this risk, Investment Manager monitors all of the Underlying Fund's derivative transactions regularly to ensure that the credit rating of the contract counterparty or its guarantor will generally be at least as high as the minimum approved credit rating required under Canadian securities laws.

- When entering into a derivative contract, the Underlying Fund may be required to deposit Underlying Funds with the contract counterparty. If the counterparty goes bankrupt, or if the counterparty is unable or unwilling to perform its obligations in respect of the Underlying Fund, the Underlying Fund could lose these deposits.

- Securities and commodities exchanges could set daily trading limits on options and futures. This could prevent the Underlying Fund or the counterparty from carrying out its obligations under a derivative contract.

- There is no assurance that the Underlying Fund's strategies will be effective. There may be an imperfect historical correlation between the behaviour of the derivative instrument and the investment being hedged. Any historical correlation may not continue for the period during which the hedge is in place.

- Using futures and forward contracts to hedge against changes in currencies, stock markets or interest rates cannot eliminate fluctuations in the prices of securities in the portfolio or prevent losses if the prices of these securities decline.

Hedging may also limit the opportunity for gains if the value of the hedged currency or stock market rises or if the hedged interest rate falls. The inability to close out options, futures, forward and other derivative positions could prevent the Underlying Fund from using derivatives to effectively hedge its portfolio or implement its strategy.

Equity Investment Risk

Equity investments, such as stocks, carry several risks. A number of factors may cause the price of a stock to fall. These include specific developments relating to the company, stock market conditions where the company's securities trade and general economic, financial and political conditions in the countries where the company operates. Since the Underlying Fund's unit price is based on the value of its investments, an overall decline in the value of the stocks it holds will reduce the value of the Underlying Fund and, therefore, the value of your investment in the Underlying Fund. However, if the price of the stocks in the portfolio increases, your investment in the Underlying Fund will be worth more. Equity funds (such as the Underlying Fund) generally tend to be more volatile than fixed income funds, and the value of their units can vary widely.

Foreign Investment Risk

The value of foreign securities will be affected by factors affecting other similar securities and could be affected by additional factors such as the absence of timely information, less stringent auditing standards, and less liquid markets. As well, different financial, political and social factors may involve risks not typically associated with investing in Canada.

Certain countries may also have foreign investment or exchange laws that make it difficult to sell an investment or may impose withholding or other taxes that could reduce the return on the investment.

Interest Rate Risk

The value of fixed income securities will generally rise if interest rates fall and, conversely, will generally fall if interest rates rise. Changes in interest rates may also affect the value of equity securities. Fixed income securities with longer terms to maturity are generally more sensitive to changes in interest rates.

Issuer Risk

Issuer risk is the risk that the value of a security held by the Underlying Fund may decline in value for reasons that directly relate to the issuer of the security.

Liquidity of Investments

At various times, the markets for securities may be "thin" or illiquid, making purchases or sales of securities at desired prices or in desired quantities difficult or impossible. The liquidity of the market may also be affected by a halt in trading on a particular futures or securities exchange or exchanges. Illiquid markets make it difficult for the companies to get an order executed at a desired price.

The share prices of smaller companies can be more volatile than those of larger companies. Their shares may trade less frequently and in smaller volume. Smaller companies may have fewer shares outstanding, so a sale or purchase will have a greater impact on the share price.

Regulatory and Legal Risk

Some industries, such as telecommunications and financial services, are heavily regulated by governments and in some cases depend on government funding and favourable decisions made by those governments. Investments in such industries may be substantially affected by changes in government policy, regulation or deregulation, ownership restrictions, funding and the imposition of stricter operating conditions. The value of the securities of issuers in regulated industries may change substantially based on these factors.

In addition, there can be no assurance that applicable laws, or other legislation, legal and statutory rights will not be changed in a manner which adversely affects the Underlying Fund and therefore investors in the Underlying Fund. There can be no assurance that income tax, securities, and other laws or the interpretation and application of such laws by courts or government authorities will not be changed in a manner which adversely affects the distributions received by the Underlying Fund or by investors in the Underlying Fund.

Risk of Leverage

The Underlying Fund may utilize leverage as part of its investment program. The use of leverage, while providing the opportunity for a higher return in investment, also increases the volatility of such investments and the risk of loss. Limited Partners should be aware that an investment program utilizing leverage creates a greater potential for losses, than a program which does not utilize leverage.

You should not invest in the Underlying Fund unless you are fully able, financially and otherwise, to bear the loss of your investment in the Underlying Fund, and unless you have the background and experience to understand thoroughly the risks of your investment. The other sections of this Offering Memorandum identify some of the risks of investing in the Underlying Fund, but this Offering Memorandum does not attempt to identify each risk, or to describe

completely those risks it does identify. If you wish to obtain more information about risks relating to an investment in the Underlying Fund, Investment Manager, which will attempt to provide such information.

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THE PRECEDING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE FUND AND THE UNDERLYING FUND. PROSPECTIVE INVESTORS SHOULD READ THIS ENTIRE OFFERING MEMORANDUM AND CONSULT WITH THEIR LEGAL, TAX AND FINANCIAL ADVISERS BEFORE DETERMINING WHETHER TO INVEST IN THE FUND.

PROSPECTIVE INVESTORS SHOULD NOT CONSIDER INVESTING IN THE FUND IF THEY ARE UNABLE TO FULLY UNDERSTAND, OR ARE UNWILLING AND FINANCIALLY UNABLE TO ASSUME, THE SUBSTANTIAL RISKS INVOLVED IN INVESTING IN THE FUND, WHICH INCLUDE THE RISK OF LOSING ALL OF THEIR INVESTMENT.

BECAUSE THE TRADING STRATEGIES UTILIZED BY THE UNDERLYING FUND ARE PROPRIETARY AND CONFIDENTIAL, ONLY THE MOST GENERAL DESCRIPTION OF THE RISKS INVOLVED IN THE OPERATION OF THE UNDERLYING FUND IS POSSIBLE. NO SUCH DESCRIPTION CAN FULLY CONVEY THE RISKS OF THE STRATEGIES WHICH THE INVESTMENT MANAGER IMPLEMENTS ON BEHALF OF THE UNDERLYING FUND.

CONFLICTS OF INTEREST

When making investment decisions, the Investment Manager has fiduciary duty to act honestly, in good faith and in the best interests of each of the Fund and the Underlying Fund and to exercise the degree of care, diligence and skill that a reasonably prudent person would in similar circumstances. In order to effectively discharge its duties of loyalty and care to its clients, and in compliance with applicable securities laws, the Investment Manager has adopted the following policies regarding conflicts of interest.

Identifying and Responding to Conflicts of Interest

When carrying out its responsibilities, there will be circumstances where material conflicts of interest may arise between the Investment Manager, including its individual portfolio managers, and the Fund. In order to mitigate against these conflicts of interest, the Investment Manager has adopted a Personal Trading Code which limits the personal trading activities which may be conducted by its employees, including without limitation, by prohibiting its employees from trading personally any securities or other instruments which the Investment Manager has purchased on behalf of the Fund within a prescribed time period prior to and after such purchase, subject to certain limited exceptions.

In addition to adhering to the Personal Trading Code, all employees of the Investment Manager are required to identify and report other potential conflicts of interest which may arise between the Investment Manager and the Fund or any other clients of the Investment Manager. Upon identifying a material conflict of interest of which a reasonable investor would be expected to be informed, the Investment Manager will disclose, in a timely manner, the nature and extent of the conflict of interest to the Fund or other client whose interest conflicts with the interest identified.

Disclosure when Recommending Securities of Related or Connected Issuers

The securities laws of the Province of Ontario require registered portfolio managers and dealers, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require portfolio managers and dealers, prior to trading with or advising their clients, to inform them of the relevant relationships and connections with the issuer of the securities. Potential investors should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal adviser.

In this case, because the Investment Manager earns fees from the ongoing management of the Underlying Fund's investment portfolio, the Underlying Fund is considered both a related issuer and a connected issuer of the Investment Manager. Details of this relationship and the fees earned by the Investment Manager are fully disclosed under the headings "The Investment Manager," "Material Agreements of the Underlying Fund – Underlying Fund IMA", "Fees and Expenses – Underlying Fund Management Fees" and elsewhere in this Offering Memorandum.

Because the Investment Manager is registered as both a portfolio manager and an exempt market dealer, potential conflicts of interest could arise in connection with its acting in both capacities. However, as an exempt market dealer, the Investment Manager intends only to sell Units of the Fund, the Underlying Fund and/or other pooled funds organized by the Investment Manager and will not be remunerated by the Fund, the Underlying Fund and/or other pooled funds for acting in that capacity. 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's relationship with any other pooled funds organized by the Investment Manager will be fully disclosed to all potential investors.

Other than the Fund, the Underlying Fund and other investment funds that are managed advised by Corton, the Investment Manager does not have any related or connected issuers.

Standards to Ensure Fairness in the Allocation of Investment Opportunities

The investment objectives, strategies and restrictions of the Investment Manager's clients may vary. In order provide a fair allocation of investment opportunities for all clients' accounts, including the Fund's and the Underlying Fund's, the Investment Manager shall ensure that each client account is supervised separately and distinctly from its other clients' accounts. The Investment Manager owes a duty to each client and, therefore, it 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 Fund's or the Underlying Fund'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 the Investment Manager's clients in a manner it considers to be fair and equitable, generally pro rata by available funds in each account. Price and commission will be allocated similarly in blocked or bunched orders. In the course of managing a number of discretionary accounts, there 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. Under such conditions, as a general policy, and to the extent that no client will receive preferential treatment, purchases or sales will be allocated to client accounts in a manner similar to either:

- Pro rata by available funds of each account, or
- In proportion to order size.

Whichever method is chosen, it must be followed in the future where similar conditions exist. Where it is impracticable to ensure complete fairness, despite following these guidelines, every effort shall be made by the Investment Manager 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.

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 in proportion to the order size. 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, including the Fund.

Other than the investments made (and to be made) by the Fund in Underlying Fund Units, for which the Fund Manger has received a discretionary exemptive relief order from applicable Canadian securities regulatory authorities, the Investment Manager will otherwise not knowingly direct any trade in portfolio securities, or instruct a dealer to execute a trade in portfolio securities between the Fund or any other client and the account of: (i) any "responsible person" of the Investment Manager, (ii) the "associate" of any responsible person of the Investment Manager, or (iii) any other client account managed by the Investment Manager. The Investment Manager will also not knowingly cause the Fund or any other client to provide a guarantee or loan to a responsible person or any associate of a responsible person. A "responsible person" means the Investment Manager, each of its directors and officers, each of its employees, agents and affiliates (and each of such affiliates' directors, officers, employees or agents) who have access to, or participate in formulating, any investment decisions made by the Investment Manager on behalf of its clients. An "associate" of a responsible person means: (i) an issuer of which the responsible person holds voting securities carrying more than 10% of the voting rights; (ii) a partner of the responsible person; (iii) a trust or estate in which the responsible person has a substantial beneficial interest or serves as a trustee or in a similar capacity; and/or (iii) a member of the responsible person's household.

STATEMENT OF RELATED AND CONNECTED ISSUERS

Applicable Securities Laws require securities dealers and advisors, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisors, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal advisor.

Each of the Fund and the Underlying Fund is a related issuer of Corton and Cormark.

Corton and its affiliates will earn management fees from the Underlying Fund. Please see "Fees and Expenses Relating to an Investment in the Underlying Fund – Management Fees" for additional details concerning these fees.

Corton Charlemagne Inc. (an affiliate of Corton) will be entitled to receive Seed Partner Allocations from the Underlying Fund in respect of its holding of Class S Underlying Fund Units. Please see "Material Agreements of the Underlying Fund - The Underlying Fund LPA – Seed Partner Allocations".

Each of the Underlying Fund GP and Cormark Quantitative Analysis Inc. is a subsidiary of Cormark. Cormark Quantitative Analysis Inc. is entitled to receive the Technology Royalty Fee payable under the Technology Licence Agreement. Please see " Material Agreements of the Underlying Fund - Technology Licence Agreement" for additional details of the Technology Royalty Fee.

An affiliate of Cormark is entitled to receive Seed Partner Allocations from the Underlying Fund in respect of its holding of Class S Underlying Fund Units. Please see "Material Agreements of the Underlying Fund - The Underlying Fund LPA – Seed Partner Allocations".

Corton may engage in activities as an investment fund manager, portfolio manager and exempt market dealer in respect of securities of related issuers but will do so only in compliance with Sections 13.5 and 13.6 of National Instrument 31-103.

STATEMENT OF RELATED REGISTRANTS

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

At this time, the Investment Manager has no related registrants.

THE ADMINISTRATOR

SGGG Fund Services Inc. (the "**Administrator**") has been appointed record-keeper and administrator for each of the Fund and the Underlying Fund pursuant to the Administration Agreement. The Administrator has its principal place of business in Canada at 1200, 121 King Street West, Suite 300, Toronto, Ontario, M5H 3T9. The Administrator's telephone number is 416-967-0038 and its facsimile number is 416-967-1969.

The Administrator will assist the Investment Manager to determine the Net Asset Value, profit and loss of the Fund; maintain the capital accounts of Unitholders and the accounting books for the Fund and Underlying Fund; maintain the register of Unitholders and, process subscriptions, redemption requests and transfer requests and perform certain middle office services for the Fund. The Administrator may, at its own expense, appoint an agent or delegate (which shall be an affiliate of the Administrator) to perform any of the aforementioned services.

The Administration Agreement provides that the Administrator will accept liability for any loss the Investment Manager, the Fund or the Underlying Fund may sustain as a result of the Administrator's own fraud, gross negligence or wilful default or that of any agent or delegate. Pursuant to the terms of the Administration Agreement the Investment Manager (out of the assets of the Fund or the Underlying Fund save in the event of fraud, gross negligence, wilful default or breach of the Administration Agreement representations and warranties by the Investment Manager) will indemnify the Administrator from and against any and all liabilities and losses (other than those resulting from the fraud, gross negligence or wilful default on the part of the Administrator or any agent or delegate) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties under the Administration Agreement.

The Administration Agreement contains certain disclaimers of liability by the Administrator, for example:

- in calculating the fair market value of the Fund and the profit and loss of the Fund, the Administrator may use pricing information supplied by the Investment Manager (or any of its affiliates), pricing services, brokers, market makers or other intermediaries and will not be liable for any loss suffered by the Investment Manager or the Fund by reason of any error in calculation resulting from any inaccuracy in the information provided; and

- where the investments of the Fund include investments in collective investment schemes, the Administrator may rely on the price (including estimated prices) provided by the manager, administrator or valuation agent of such scheme, and in such circumstances the Administrator will not be liable for any loss suffered by the Investment Manager or the Fund by reason of any error in calculation resulting from any inaccuracy in the information provided.

The Administrator will not be liable for the failure by the Investment Manager to adhere to any investment objective, investment policy, investment restrictions or borrowing restrictions for or imposed upon the Fund or the Underlying Fund.

Either the Investment Manager or the Administrator may terminate the Administration Agreement at any time upon at least ninety (90) days' prior written notice to the other party (or upon such shorter notice as the other party may agree to accept). The Administration Agreement may also be terminated immediately by either party under certain circumstances.

The Administrator will be paid out of the assets of each of the Fund an annual fee based on a percentage of the month-end Net Asset Value of the Fund, subject to a monthly minimum. Such fee is computed on a sliding scale rate which decreases as the Net Asset Value of the Fund increases.

The register of Unitholders of the Fund is maintained at the principal office of the Administrator at the address noted above.

The Administrator's duties with respect to the Underlying Fund include calculating the net asset value, Class net asset value (as a whole and on a per Underlying Fund Unit basis), maintaining the capital accounts of the Seed Partners and limited partners; maintaining the register of limited partners; providing bookkeeping and internal accounting services required by the Underlying Fund, implementing purchase and redemption orders of Underlying Fund Units, calculating and arranging for the payment of distributions and providing other general administrative services required by the Underlying Fund pursuant to the Underlying Fund Administration Agreement.

PRIME BROKER AND CUSTODIAL ARRANGEMENTS

The Fund invests all or substantially all of its assets in the Underlying Fund. As such, there is no prime-broker assigned to the Fund. Any assets of the Fund which are not invested in Underlying Fund Units are deposited with Interactive Brokers Canada Inc. which is a "qualified custodian" under National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registration Exemptions* of the Canadian Securities Administrators ("**NI 31-103**").

Interactive Brokers Canada Inc. serves as the prime-broker for, and receive fees from, the Underlying Fund. Corton reserves the right, in its discretion, to change, reduce or appoint additional prime-brokers for the Underlying Fund from time to time.

The prime broker or affiliates of prime broker of the Underlying Fund may also act as distributors of Units of the Fund and Underlying Fund Units the Underlying Fund and may receive selling and servicing commissions in respect of such sales. The Prime Broker also receives commissions in respect of the securities trading activities of the Underlying Fund. The receipt of such trading fees from the Underlying Fund may create an incentive for the Prime Broker and/or its affiliates to distribute Units of the Fund or Underlying Fund Units.

The assets of the Underlying Fund are held in the custody of the Prime Broker in Toronto.

The prime brokerage agreement entered into between Corton and the Prime Broker contains provisions governing where the assets of the Underlying Fund will be held, the manner in which the Underlying Fund's assets will be held, the standard of care of each prime broker and the responsibility for loss of the Underlying Fund's assets. The prime brokerage agreements permit the appointment of sub-custodians of the Underlying Fund's assets by the Prime Broker.

In selecting the prime brokers of the Underlying Fund to act as custodians of each of the Underlying Fund's assets, Corton considered such factors as: (i) ease of execution and speed of access to the markets on which the assets of the Underlying Fund are traded; (ii) the size, financial stability and strength of the Prime Broker; and (iii) the laws and regulations to which each prime broker is subject in its principal jurisdiction.

Although Corton believes that the selection of large, financially sound and regulated financial institutions and prime brokers to act as custodians of the Fund's and the Underlying Fund's assets substantially reduces the risk of loss or misappropriation of such assets and is in the best interests of each of the Fund and the Underlying Fund, the assets of the Fund and the Underlying Fund could potentially be at risk of loss in the event of (i) the insolvency of the Fund's custodian or Prime Broker or (ii) an error or negligence on the part of the Prime Broker resulting in a loss to the Underlying Fund which is not reimbursable to the Underlying Fund under the terms of the applicable prime brokerage agreement. Please see "Risk Factors - Risks Related to Investment Strategies Utilized in Connection with the Underlying Fund – Counterparty Risk".

Corton monitors its custodial arrangements in relation to each of the Fund and the Underlying Fund and may in the future appoint additional custodians if it feels this is in the best interests of the Fund and/or the Underlying Fund and will further reduce the risk of loss or misappropriation of the Fund's or the Underlying Fund's assets.

LEGAL COUNSEL

McMillan LLP acts as legal counsel to the Fund, the Underlying Fund, the Underlying Fund GP and to Corton.

AUDITORS

Ernst & Young LLP are the auditors of each of the Fund and the Underlying Fund.

INVESTMENT MANAGER'S POLICIES AND STATUTORY DISCLOSURE

Dispute Resolution Services

In the event that any dispute arises between the Fund or any Unitholder and Corton regarding the portfolio management or other services provided by Corton to the Fund or any Unitholder, and such dispute cannot be resolved by Corton, independent dispute resolution or mediation services are available to the Fund or Unitholder, at the expense of Corton, to mediate any such dispute.

Use of Client Brokerage Commissions

Brokerage Selection Process

Brokerage selection is a function of the accuracy, timeliness and value of advice and trade execution services provided to Corton. Due to the nature of the Corton's investment strategies, a portion of its trading is conducted through an order management system, which offers direct electronic access (DEA) to all of the major Canadian securities markets as well as many other global markets. Corton's order management system features a "smart order router" that automatically checks the bid/ask prices for orders entered on all relevant markets and routes the order to the market which offers the best price.

However, in some circumstances Corton selects brokers to execute trades on our behalf and may pay higher commission rates for such brokerage services. When selecting brokers, Corton always keeps its fiduciary duty in mind and seeks to ensure that the Fund or the Underlying Fund (as applicable) receives the best execution possible. The following factors are considered, without limitation, when selecting such executing brokers:

- Quality of investment ideas and opportunities;
- Issuer-specific investment advice and knowledge;
- Industry-specific insight and knowledge;
- Trade execution abilities (including liquidity and liability capital);
- Facilitating access to issuer and industry research, analysts, and management teams;
- Accuracy and timeliness of issuer and industry information;
- Prevailing market conditions; and
- Regulatory restrictions relating to transacting with affiliates (if applicable).

Good Faith Determination

Soft dollar arrangements occur when brokers have agreed to provide other services (relating to research and trade execution) at no cost to Corton in exchange for brokerage business from the Fund or the Underlying Fund (as applicable). Although the brokers involved in soft dollar arrangements do not necessarily charge the lowest brokerage commissions, Corton may nonetheless enter into such arrangements when: (a) such goods and services are used to assist with investment or trading decisions or with effecting securities transactions on behalf of the Fund or the Underlying Fund; and (b) Corton has made a good faith determination that the Fund or the Underlying Fund (as applicable) receives reasonable benefit considering both the use of the goods and services and the amount of client brokerage commissions paid.

Permitted Goods and Services

Corton only enters into soft dollar arrangements with brokers in respect of the following goods and services:

• **Order execution goods and services:** order execution and goods and services directly related to order execution (i.e., Corton's order management system, algorithmic trading software and market data, and custody, clearing and settlement services, each to the extent that they assist, effect, or relate to the execution of orders and/or completion of a securities transaction), and

• **Research goods and services**: (i) advice relating to the value of a security or the advisability of effecting a transaction in a security, (ii) analyses or reports concerning securities, portfolio strategy or performance, issuers, industries, or economic or political factors and trends, and (iii) databases or software to the extent they are designed mainly to support the services referred to above. In addition to traditional research reports and publications, acceptable research goods and services may include quantitative analytical software, market data from feeds or databases, post-trade analytics from prior transactions, any aspects of Corton's order management system that assists with the research process and conferences and seminars which provide research (but not the costs of travel/accommodations/entertainment associated with such conferences or seminars). Research goods and services are only acceptable to the extent they are received or used prior to Corton's making an investment decision relating to such research;

in each case whether provided by the broker or a third party. Corton does not acquire any such permitted goods or services from or through any of its affiliates.

Expense Allocation Policy

Each of the Fund and the Underlying Fund is responsible for its own expenses as described in this Offering Memorandum. As a result of its investment in Underlying Fund Units, the Fund will also be subject to certain expenses incurred by the Underlying Fund. Each other client of Corton bears its own expenses as set forth in its respective investment management or other agreement with Corton or its affiliates. Expenses born by the other clients of Corton may differ from the expenses born by the Fund or the Underlying Fund. In certain instances, the Fund or the Underlying Fund may bear expenses that Corton has agreed to bear for one or more other clients. In other instances, other clients may bear expenses that Corton has agreed to bear for the Fund or the Underlying Fund.

Common expenses frequently will be incurred on behalf of the Fund, the Underlying Fund and one or more other clients. Corton seeks to allocate those common expenses among the Fund, the Underlying Fund and the other clients in a manner that is fair and reasonable over time. However, expense allocation decisions will involve potential conflicts of interest (e.g., an incentive to favor accounts that pay higher incentive fees or amounts, or conflicts relating to different expense arrangements with certain clients). Under its current expense allocation policies, Corton generally expects to allocate common expenses among the Fund, the Underlying Fund and the other clients pro rata based on relative assets under management. Corton may, however, use other methods to allocate certain common expenses among the Fund, the Underlying Fund and the other clients if it deems another method more appropriate based on relative use of the product or service, the nature or source of the product or service, the relative benefits derived by the Fund, the Underlying Fund and the other clients from the product or service, or other relevant factors. Nonetheless, investors should note that the portion of a common expense that Corton allocates to the Fund or the Underlying Fund for a particular product or service, may not reflect the relative benefit derived by the Fund or the Underlying Fund from that product or service in any particular instance. Corton's expense allocations often depend on inherently subjective determinations and, accordingly, expense allocations made by Corton in good faith will be final and binding on each of the Fund and the Underlying Fund.

Referral Arrangements

Subject to compliance with all applicable laws, Corton may enter into written referral arrangements whereby it pays a fee to a third party for the referral of a client to Corton or to one of the investment funds managed by Corton. No such payments will be made unless the referred investors are advised of the arrangement prior to the opening of their client account or any services being provided to the client in accordance with the requirements section 13.10 of National Instrument 31-103.

ANTI-MONEY LAUNDERING

In order to comply with Canadian legislation aimed at the prevention of money laundering, Corton is required to take reasonable steps to establish the identity of its clients and, if there is cause for concern, make reasonable inquiries into the reputation of its clients. The Subscription Agreement contains detailed guidance on the identity verification documents and information which must be provided with the Subscription Agreement.

Release of Confidential Information

Under applicable anti-money laundering legislation, Corton or the Administrator may voluntarily release confidential information about Unitholders and, if applicable, about the beneficial owners of corporate Unitholders, to regulatory or law enforcement authorities if they determine to do so in their discretion.

If, as a result of any information or other matter which comes to Corton's attention, any director, officer or employee of Corton, 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.

PRIVACY POLICY

Corton values the privacy of investors in the Fund. Set forth below are Corton's policies with respect to information such as the name, address, phone number, email address and tax identification number (**"personal information"**) in relation to its clients and former clients, including the Unitholders, which Corton collects, maintains and, where required, discloses. The Fund, Corton and the Administrator collect personal information to enable them to provide Unitholders with services in connection with their investment in the Fund, to meet legal and securities regulatory requirements and for any other purpose to which they may consent in the future. The personal information of Unitholders is collected from the following sources:

- Subscription Agreements or other forms and documents submitted by Unitholders;
- transactions between Unitholders and Corton and its affiliates; and
- meetings and telephone conversations with Unitholders.

Unless a Unitholder otherwise advises, by providing Corton with their personal information they have consented to its collection, use and disclosure of their information for the purposes contemplated herein. Corton collects and maintains personal information in order to provide Unitholders with the best possible service and allow it to establish their identity, protect Corton from error and fraud, comply with applicable laws and assess their eligibility to invest in the Fund.

Corton may disclose personal information to third parties, when necessary, and to its affiliates and agents in connection with the services provided related to their subscription for Units of the Fund, including:

- financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- other service providers to the Fund, such as accounting, legal, or tax preparation services; and
- taxation and securities regulatory authorities and agencies.

Corton seeks to carefully safeguard the private information of its clients and, to that end, restricts access to personal information concerning clients only to those employees, agents and other persons who need to know the information to enable Corton to provide services. Each employee of Corton is responsible for ensuring the confidentiality of all personal information they may access.

Unitholders' personal information is maintained on Corton's networks and is accessible at 21 Summer Breeze Drive, Carrying Place, Ontario K0K 1L0. Personal information may also be stored on the networks of Corton's service

providers or at a secure off-site storage facility. Unitholders may access their personal information to verify its accuracy, to withdraw their consent to any of the foregoing collections, uses and/or disclosures being made of their personal information and may update their information by contacting Corton at 416.627.5625 or at info@cortoncapital.ca. Please note that a Unitholder's ability to participate in the Fund may be impacted should the Unitholder withdraw its consent to the collection, use and disclosure of its personal information as outlined above.

Subscribers for Units resident in Ontario should be aware that the Fund is required to file with the Ontario Securities Commission a report setting out their name and address, the Class of Units issued, the date of issuance and the purchase price of Units issued to each subscriber. Such information is collected indirectly by the Ontario Securities Commission pursuant to the authority granted to it under securities legislation, for the purposes of the administration and enforcement of the securities legislation of Ontario. By submitting a Subscription Agreement, a subscriber for Units authorizes such indirect collection of the information by the Ontario Securities Commission. The following official can answer questions about the Ontario Securities Commission's indirect collection of the information:

Administrative Assistant to the Director of Corporate Finance
Suite 1903, Box 5520 Queen Street West
Toronto, Ontario M5H 3S8
Telephone: (416) 593-8086
Facsimile: (416) 593-8252

PURCHASERS' STATUTORY AND CONTRACTUAL RIGHTS OF ACTION FOR RESCISSION AND DAMAGES

Securities legislation in certain Canadian provinces provides purchasers of Units pursuant to an offering memorandum such as this Offering Memorandum with a remedy for damages or rescission, or both, in addition to and without derogation from any other rights they may have at law, where the Offering Memorandum and any amendment to it contains a Misrepresentation. Where used herein, "**Misrepresentation**" means an untrue statement of a Material Fact or an omission to state a Material Fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made. Where used herein, "**Material Fact**" means, when used in relation to Units issued or proposed to be issued, a fact that would reasonably be expected to have a significant effect on the market price or value of the Units. These remedies, or notice with respect to these remedies, must be exercised or delivered, as the case may be, by the purchaser within the time limits prescribed by applicable securities legislation.

The information set forth below is not intended to be a comprehensive summary of the rights of each purchaser, and may be subject to change. Each purchaser should refer to the complete text of the relevant provisions and to their legal adviser for more details.

Ontario

Section 130.1 of the *Securities Act* (Ontario) provides that a purchaser resident in Ontario who purchases Units offered by this Offering Memorandum during the period of distribution has, without regard to whether the purchaser relied upon the Misrepresentation, a right of action for damages or, alternatively, while still the owner of the Units, for rescission against the Fund that:

(a) if the purchaser exercises its right of rescission, it shall cease to have a right of action for damages as against the Fund;

(b) the Fund will not be liable if it proves that the purchaser purchased the Units with knowledge of the Misrepresentation;

(c) the Fund will not be liable for all or any portion of damages that it proves do not represent the depreciation in value of the Units as a result of the Misrepresentation relied upon; and

(d) in no case shall the amount recoverable exceed the price at which the Units were offered.

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

(a) in the case of an action for rescission, one hundred and eighty (180) days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action for damages, the earlier of:

(i) one hundred and eighty (180) days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or

(ii) three (3) years after the date of the transaction that gave rise to the cause of action.

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

(a) a Canadian financial institution or a Schedule III bank (each as defined in NI 45-106);

(a) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or

(b) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

Manitoba

Pursuant to section 141.1(1) of *The Securities Act* (Manitoba) (the "**Manitoba Act**"), where this Offering Memorandum, together with any amendment to this Offering Memorandum, is sent or delivered to a purchaser in the Province of Manitoba and such document contains a misrepresentation, a purchaser who purchases Units offered by this Offering Memorandum is deemed to have relied on that misrepresentation, if it was a misrepresentation at the time of purchase and, subject to the defenses described in the Manitoba Act, has:

(a) a right of action for damages against:

(i) the Fund;

(ii) every director of the Fund at the date of this Offering Memorandum or any amendment to this Offering Memorandum; and

(iii) every person or company who signed this Offering Memorandum or any amendment to this Offering Memorandum, if any; and

(b) a right of rescission against the Fund;

provided that:

(a) no person or company is liable if the person or company proves that the purchaser purchased the Units with knowledge of the misrepresentation;

(b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units resulting from the misrepresentation relied on; and

(c) in no case will the amount recovered exceed the price at which the Units were offered under this Offering Memorandum or any amendment to this Offering Memorandum.

Where a purchaser elects to exercise a right of rescission against the Fund, the purchaser will have no right of action for damages against the Fund or against a person or company referred to in (a)(ii) or (iii) above.

No person or company other than the Fund is liable:

(a) if the person or company proves that this Offering Memorandum or any amendment to this Offering Memorandum was sent to the purchaser without the person's or company's knowledge or consent and that, after becoming aware of its being sent, the person or company promptly gave reasonable notice to the Fund that it was sent without the person's or company's knowledge and consent;

(b) if the person or company proves that after becoming aware of any misrepresentation in this Offering Memorandum or any amendment to this Offering Memorandum, the person or company withdrew the person's or company's consent to it and gave reasonable notice to the Fund of the person's or company's withdrawal and the reason for it;

(c) if the person or company proves that with respect to any part of this Offering Memorandum or of any amendment to this Offering Memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company had no reasonable grounds to believe and did not believe that:

(i) there had been a misrepresentation; or

(ii) the relevant part of this Offering Memorandum or of any amendment to this Offering Memorandum:

i) did not fairly represent the report, opinion or statement of the expert; or

ii) was not a fair copy of, or extract from, the report, opinion or statement of the expert; or

(d) with respect to any part of this Offering Memorandum or of any amendment to this Offering Memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, the expert's report, opinion or statement, unless the person or company:

(i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or

(ii) believed that there had been a misrepresentation.

Pursuant to section 141.4 of the Manitoba Act, but subject to the other provisions thereof, no action will be commenced to enforce any of the foregoing rights more than:

(a) in the case of an action for rescission, one hundred and eighty (180) days from the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action for damages, the earlier of:

(i) one hundred and eighty (180) days after the date that the plaintiff first had knowledge of the facts giving rise to the cause of action; or

(ii) two (2) years after the date of the transaction that gave rise to the cause of action.

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

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

This summary is subject to the express provisions of the Manitoba Act and the regulations and rules made under it, and prospective investors should refer to the complete text of those provisions.

New Brunswick

Section 150 of the *Securities Act* (New Brunswick) provides that where this Offering Memorandum contains a Misrepresentation, a purchaser who purchases Units shall be deemed to have relied on the misrepresentation if it was a Misrepresentation at the time of purchase and:

(a) the purchaser has a right of action for damages against:

(i) the Fund on whose behalf the distribution is made, and

(iii) every person who signed this Offering Memorandum, if any, or

(b) where the purchaser purchased the Units from a person referred to in paragraph (a)(i), the purchaser may elect to exercise a right of rescission against the person, in which case the purchaser shall have no right of action for damages against the person.

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

If the purchaser intends to rely on the rights described in (a) or (b) above, such purchaser must do so within strict time limitations. The purchaser must commence its action for rescission within one hundred and eighty (180) days after the date of the transaction that gave rise to the cause of action. Any action, other than an action for rescission, must be commenced by the purchaser within the earlier of:

(a) one (1) year after the purchaser first had knowledge of the facts giving rise to the cause of action; and

(b) six (6) years after the date of the transaction that gave rise to the cause of action.

Newfoundland and Labrador

In accordance with section 130.1 of the *Securities Act* (Newfoundland and Labrador), in the event an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, a purchaser to whom it has been delivered and who purchases the securities shall be deemed to have relied upon such misrepresentation if it was a

misrepresentation at the time of purchase, in which event the purchaser has a right of action for damages against the issuer and, subject to certain defences against the issuer and every person or company who has signed this offering memorandum, the purchaser may instead elect to exercise a right of rescission against the issuer. Where a right of rescission is exercised, a purchaser shall have no right of action for damages against any other person. For the purposes of the *Securities Act* (Newfoundland and Labrador) "misrepresentation" means: (a) an untrue statement of material fact, or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

A defendant is not liable: (a) if the purchaser had knowledge of the misrepresentation; or (b) in an action for damages, for all or any portion of the damages that it proves do not represent the depreciation in value of the security as a result of the misrepresentation relied upon. In an action for damages, the amount recoverable under the right of action shall not exceed the purchase price at which the security was offered.

In addition no person or company, other than the issuer, is liable:

(a) if the person or company proves that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge or consent;

(b) if the person or company proves that on becoming aware of any misrepresentation in the offering memorandum, the person or company withdrew the person's or company's consent to the offering memorandum, and gave reasonable notice to the issuer of the withdrawal and the reason for it;

(c) with respect to any part of the offering memorandum purporting to be made on the authority of an expert (or purporting to be a copy of or an extract from a report, opinion or statement of an expert), the person or company proves they had no reasonable grounds to believe and did not believe that there had been a misrepresentation or the relevant part of the offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert; or

(d) with respect to any part of the offering memorandum not purporting to be made on the authority of an expert (and not purporting to be a copy of or an extract from a report, opinion or statement of an expert), unless the person or company did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or believed there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into the offering memorandum, the misrepresentation is deemed to be contained in the offering memorandum.

The foregoing statutory right of action for rescission or damages conferred is in addition to and without derogation from any other right the purchaser may have at law.

The liability of all persons and companies referred to above is joint and several.

Pursuant to section 138 of the *Securities Act* (Newfoundland and Labrador), no action shall be commenced to enforce the rights conferred by section 130.1 thereof unless commenced:

(a) in the case of an action for rescission, one hundred and eighty (180) days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of an action, other than an action for rescission, the earlier of:

(i) one hundred and eighty (180) days after the plaintiff first had knowledge of the facts

giving rise to the cause of action; or

(ii) three (3) years after the date of the transaction that gave rise to the cause of action.

Nova Scotia

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

(a) no action shall be commenced to enforce the right of action for rescission or damages by a purchaser resident in Nova Scotia later than one hundred and twenty (120) days after the date on which the initial payment was made for the Units;

(b) no person will be liable if it proves that the purchaser purchased the Units with knowledge of the Misrepresentation;

(c) in the case of an action for damages, no person will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the Misrepresentation relied upon; and

(d) in no case will the amount recoverable in any action exceed the price at which the Units were offered to the purchaser.

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

(a) this Offering Memorandum or amendment to this Offering Memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of this Offering Memorandum or amendment to this Offering Memorandum and before the purchase of the Units by the purchaser, on becoming aware of any Misrepresentation in this Offering Memorandum or amendment to this Offering Memorandum the person or company withdrew the person's or company's consent to this Offering Memorandum or amendment to this Offering Memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

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

Furthermore, no person or company, other than the Fund, will be liable with respect to any part of this Offering Memorandum or amendment to this Offering Memorandum not purporting (a) to be made on the authority of an expert

or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation or (ii) believed that there had been a Misrepresentation.

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

Saskatchewan

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

(a) the Fund on whose behalf the distribution is made;

(b) every promoter and director of the Fund at the time the Offering Memorandum or any amendment to it was sent or delivered;

(c) every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;

(d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed this Offering Memorandum or the amendment thereto; and

(e) every person who or company that sells Units on behalf of the Fund under this Offering Memorandum or amendment to this Offering Memorandum.

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

(a) if the purchaser elects to exercise its right of rescission against the Fund, it shall have no right of action for damages against that party;

(a) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the Units resulting from the misrepresentation relied on;

(b) no person or company, other than the Fund, will be liable for any part of the Offering Memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation;

(c) in no case shall the amount recoverable exceed the price at which the Units were offered; and

(d) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser purchased the Units with knowledge of the misrepresentation.

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

(a) this Offering Memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company immediately gave reasonable general notice that it was so sent or delivered; or

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

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

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

Section 138.2 of the Saskatchewan Act also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to a Unit purchased and the verbal statement is made either before or contemporaneously with the purchase of the Unit, the purchaser has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement.

Section 141(1) of the Saskatchewan Act provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the Units if the Units are sold in contravention of the Saskatchewan Act, the regulations to the Saskatchewan Act or a decision of the Financial and Consumer Affairs Authority of Saskatchewan, Securities Division.

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

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

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

(a) in the case of an action for rescission, one hundred and eighty (180) days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any other action, other than an action for rescission, the earlier of:

(i) one (1) year after the plaintiff first had knowledge of the facts giving rise to the cause of action; and

(ii) six (6) years after the date of the transaction that gave rise to the cause of action.

The Saskatchewan Act also provides a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act with a right to withdraw from the agreement to purchase the Units by delivering a notice to the Fund, indicating the purchaser's intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two business days of receiving the amended Offering Memorandum.

Rights for Purchasers in Alberta, British Columbia and Québec

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

General

THE FOREGOING SUMMARY IS SUBJECT TO THE EXPRESS PROVISIONS OF THE SECURITIES ACT (ONTARIO), THE SECURITIES ACT (MANITOBA), THE SECURITIES ACT (NEW BRUNSWICK), THE SASKATCHEWAN ACT, THE SECURITIES ACT (NOVA SCOTIA), AND THE SECURITIES ACT (NEWFOUNDLAND AND LABRADOR) AND THE RULES AND REGULATIONS THEREUNDER AND REFERENCE IS MADE THERETO FOR THE COMPLETE TEXT OF SUCH PROVISIONS.

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

CERTIFICATE

DATED: February 6, 2025

This Offering Memorandum does not contain a misrepresentation.

CORMARK-CORTON QUANTITATIVE OPPORTUNITIES FUND, by its manager CORTON CAPITAL INC.

By: _____

Name: David Jarvis
Title: Chief Executive Officer and President

CORTON SECURITIES INC., in its capacity as promoter of the Cormark-Corton Quantitative Opportunities Fund

By: _____

Name: David Jarvis
Title: Chief Executive Officer and President

CORMARK SECURITIES INC., in its capacity as Promoter of the Cormark-Corton Quantitative Opportunities Fund

By: _____

Name:
Title: