CONFIDENTIAL OFFERING MEMORANDUM

*This confidential offering memorandum (the "**Offering Memorandum**") constitutes an offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities and to those persons to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is it to be construed as, a prospectus or advertisement or a public offering of these securities. No securities commission or similar regulatory authority in Canada has reviewed this Offering Memorandum or has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence. No prospectus has been filed with any such authority in connection with the securities offered hereunder.*

This Offering Memorandum is for the confidential use of only those persons to whom it is transmitted in connection with this offering. By their acceptance of this Offering Memorandum, recipients agree that they will not transmit, reproduce or make available to anyone, other than their professional advisors, this Offering Memorandum or any information contained herein. No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum. Any such information or representation which is given or received must not be relied upon as having been authorized by the Partnership (as defined herein), the general partner of the Partnership or any of their respective directors, officers, employees, partners, shareholders, managers, agents or affiliates.

Continuous Offering **April 16, 2020**

AIP CONVERTIBLE PRIVATE DEBT FUND LP

(an Ontario Limited Partnership)

Limited Partnership Units of Class A, Class F and Class I

AIP Convertible Private Debt Fund LP (the "**Partnership**") is an Ontario limited partnership formed to carry on the business of investing in securities. Prior to January 22, 2020, the Partnership existed and operated under the name AIP Global Macro Fund LP.

The investment objective of the Partnership is to generate superior returns through the investment in alternative strategies that AIP Asset Management Inc. (the "**Advisor**") believes have the potential to provide substantial upside. The Advisor will have a broad mandate of identifying attractive investment opportunities that will include, but are not limited to, seed capital, small capitalization investments, private placements and debt instruments. The Partnership may invest in securities that are generally more volatile in nature with limited or no liquidity.

The Partnership's investments are managed by the Advisor. The Partnership was formed on October 15, 2013 and will continue until it is dissolved. AIP GP LTD. (the "**General Partner**") is the general partner of the Partnership and is an affiliate of the Advisor. The Partnership may establish and issue an unlimited number of classes of limited partnership units of the Partnership (each, a "**Class**"), each of which may be issued in series (each a "**Series**"). Class A, Class F and Class I Units (the "**Units**"), have been established and are offered under this Offering Memorandum. Purchasers of Units become limited partners of the Partnership (the "**Limited Partners"** or the **"Unitholders")** and will be bound by the terms of a limited partnership agreement (the "**Limited Partnership Agreement**") governing the Partnership.

An unlimited number of Units are being offered hereby (the "**Offering**"). The Units are only being distributed to investors in Ontario, Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Québec and Saskatchewan pursuant to available prospectus exemptions under applicable securities laws. However, dealers and agents approved by the Advisor will be allowed to offer the Units to investors resident in provinces that the dealers are registered in. The General Partner may establish a minimum subscription amount from time to time. The Units were offered for sale on the initial closing on November 1, 2013 at $ 10.00 per Class A Unit. Thereafter, Units have been offered for sale at their net asset value per Unit determined at the time they are issued. Subscriptions may be accepted on the last Business Day of each month and on such other dates as the Advisor may designate from time to time (each a "**Valuation Date**"). Units purchased pursuant to this Offering Memorandum may be redeemed with the consent of the General Partner, on each monthly Valuation Date. This offering is not currently subject to any minimum aggregate subscription level, and therefore any funds invested are available to the Partnership and need not be refunded to the subscriber.

The Partnership is considered a related and/or connected issuer of the Advisor under National Instrument 33-105 *Underwriting Conflicts*. The General Partner has retained the Advisor to provide management services to the Partnership. The General Partner and the Advisor are affiliated. The Advisor will earn a Management Fee in connection with the services it provides to the Partnership and the General Partner may receive the Performance Amount in connection with the services it provides. See "*Conflicts of Interest"*.

The Partnership and the Advisor have entered into an agreement with Ninepoint Partners LP ("**Ninepoint**") pursuant to which Ninepoint will act as an exempt market dealer and distribute Class A, Class F and certain subseries of Class I Units. Ninepoint will earn fees in respect of the services it provides as an exempt market dealer. See "Ninepoint Arrangement". Units are also distributed by certain other registered dealers, but it is anticipated that Units will generally be distributed by Ninepoint going forward.

A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Partnership.

Purchasers of Units may sell their Units only with the consent of the General Partner. As there is no market through which the Units may be sold and none is expected to develop, it may be difficult or even impossible for the purchaser to sell them. The Units are also subject to resale restrictions under the Partnership's Limited Partnership Agreement and applicable securities legislation.

In making an investment decision, investors must rely on their own examination of the Partnership and the terms of the offering of Units, including the merits and risks involved. Prospective investors should not construe the contents of this Offering Memorandum as legal, tax, regulatory, financial, investment or accounting advice, and each prospective investor is urged to consult with its own advisors with respect to legal, tax, regulatory financial and accounting consequences of its investment in the Partnership.

Redemptions may be suspended in certain circumstances. There are certain additional risk factors associated with investing in the Units. Please see "Risk Factors" and "Resale Restrictions."

This Offering Memorandum contains a summary of selected terms and conditions of the Limited Partnership Agreement and certain other documents referred to herein. However, the summaries set forth in this Offering Memorandum do not purport to be complete and they are subject to and qualified in their entirety by reference to the Limited Partnership Agreement and such other documents, copies of which will be provided to prospective investors prior to closing upon request. In the event that the descriptions or terms in this Offering Memorandum are inconsistent with or contrary to the descriptions in or terms of the Limited Partnership Agreement or such other documents, the Limited Partnership Agreement and such other documents shall govern.

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

In accepting a subscription, the General Partner and the Advisor will be relying on the representations and warranties given by the subscriber as to the suitability of the investment and as to their understanding of the investment. Subscribers are urged to consult with an independent legal advisor and to carefully review the Limited Partnership Agreement which forms part of this Offering Memorandum prior to signing the subscription form for the Units.

The information contained in this Offering Memorandum has been compiled as of April 16, 2020 (unless otherwise stated herein). The delivery of this Offering Memorandum does not imply that any information contained herein is correct as of any time subsequent to the date of this Offering Memorandum. Prior to the final closing of the Partnership, the general partner of the Partnership reserves the right to modify any of the terms of the offering and the Units described herein.

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SUMMARY

This summary is qualified by the more detailed information appearing elsewhere in this Offering Memorandum. Capitalized terms used but not defined in this summary are defined elsewhere in this Offering Memorandum.

The Partnership:	AIP Convertible Private Debt Fund LP (the "**Partnership**") is a limited partnership formed under the laws of the Province of Ontario. Prior to January 22, 2020, the Partnership existed and operated under the name AIP Global Macro Fund LP.
Investment Objective:	The investment objective of the Partnership is to generate superior returns through the investment in alternative strategies that the Advisor believes have the potential to provide substantial upside. The Advisor adheres to socially responsible investing on a best efforts basis and has a broad mandate of identifying attractive investment opportunities that include, but are not limited to, seed capital, small capitalization investments, private placements, and debt instruments. The Partnership may invest in securities that are generally more volatile in nature with limited or no liquidity. See "Investment Objective and Strategies of the Partnership".
Investment Strategies:	The Partnership may invest in the following to seek to achieve its investment objective: private debt and senior secured convertible loans, special situations, small capitalization securities, seed capital and private placements, initial public offerings and secondary offerings and options. The Partnership may also pursue the following courses of action to seek to achieve its investment objective: invest long in undervalued securities, short sell securities, engage in portfolio concentration, conduct capital structure arbitrage, conduct warrant arbitrage, engage in short term trading, and engage in the use of leverage. In addition to the foregoing, the Partnership may pursue other investment strategies from time to time in the discretion of the Advisor. See "Investment Objective and Strategies of the Partnership – Investment Strategies".
Continuous Offering:	Units of the Partnership (the "**Units**") are being offered to investors resident in Ontario, Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Québec and Saskatchewan (the "**Qualifying Jurisdictions**") pursuant to certain prospectus exemptions contained in National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**"). However, dealers and agents approved by the Advisor will be allowed to offer the Units to investors resident in provinces that the dealers are registered in.
The General Partner:	AIP GP LTD. (the "**General Partner**") is a corporation incorporated under the *Business Corporations Act* (Ontario). The General Partner is responsible for the management and control of the business and affairs of the Partnership on a day-to-day basis. The Advisor will be the sole shareholder of the General Partner.
The Advisor:	The Advisor is AIP Asset Management Inc., a corporation incorporated under the *Business Corporations Act* (Ontario). The General Partner has engaged the Advisor to direct the day to day business, operation and affairs of the Partnership, and to provide investment advisory and distribution services to the Partnership. See "Statement of Policies– Conflicts of Interest."

Registered Dealers:

The Partnership and the Advisor have retained Ninepoint Partners LP ("**Ninepoint**") to provide exempt market dealer, distribution and marketing services for the Partnership with respect to offering Class A, Class F and certain subseries of Class I Units in the Qualifying Jurisdictions. Ninepoint shall receive fees from the Partnership in consideration for these services. See "Ninepoint Arrangement". Units are also distributed by certain other registered dealers, but it is anticipated that Units will generally be distributed by Ninepoint going forward. See "Service Fee".

Unit Classes:

An investment in the Partnership is represented by Units. The Partnership is permitted to have an unlimited number of classes of Units (each a "**Class**"), which may be divided into series (each a "**Series**"), having such terms and conditions as the General Partner may determine. The General Partner may establish one or more Classes that distribute income on a periodic basis. Each Unit of a Class represents an undivided ownership interest in the assets of that Class of Units of the Partnership. The Class A, Class F and Class I Units offered under this Offering Memorandum may be issued in Series to ensure that performance amounts are equitably assessed among Unitholders. No other classes of Units have been offered to date.

As of the date of this Offering Memorandum, the minimum initial net investment amount for the Class A and F Units is $25,000. The minimum initial net investment amount for the Class I Units is $1,000,000. For persons who qualify as "accredited investors" as defined under NI 45-106 ("**Accredited Investors**") or in the *Securities Act* (Ontario), as applicable, or whose accounts are under full discretion of the Advisor the minimum initial net investment amount could be reduced at the sole discretion of the Advisor.

Following satisfaction of the requisite minimum initial investment amount, Limited Partners may make additional investments of not less than $10,000 provided that, at the time of such "top up" investment, the Limited Partner is an Accredited Investor. Limited Partners who are not Accredited Investors but continue to hold Units having an aggregate initial acquisition cost or then current Net Asset Value equal to $150,000 will also be permitted to make subsequent "top up" investments in the Partnership of not less than $10,000.

Any initial and subsequent investments shall be subject to applicable securities laws. Class A Units and Class F Units will be issuable as of each Calculation Date and will generally be issued to investors who meet the required minimum investment criteria and who purchase their Units directly from the Advisor or through an independent dealer. Class I Units will be issuable in separate series as of each Calculation Date and will be consolidated into one series of the same fees on a quarterly basis. Class I Units will be issued to investors who meet the required minimum investment criteria and who purchase their Units directly from the Advisor or through an independent dealer.

Management Fee:

Class A Units

The Partnership will pay the Advisor, monthly on the last Business Day of each month, a fee (the "**Management Fee**") equal to 1/12 of 2% of the aggregate net asset value of all Class A Units of the Partnership then

outstanding. A **"Business Day"** is a day on which the Toronto Stock Exchange and the New York Stock Exchange are open for business.

Class F Units
The Partnership will pay the Advisor, monthly on the last Business Day of each month, the Management Fee equal to 1/12 of 1% of the aggregate net asset value of all Class F Units of the Partnership then outstanding.

Class I Units
The Partnership will pay the Advisor, monthly on the last Business Day of each month, the Management Fee as stipulated in the agreement negotiated with and payable by the investor in the Class I Units.

The Advisor may choose the Management Fee to be paid in Units at its sole discretion.

Performance Amount:

The Partnership will distribute to the General Partner a performance amount (the "**Performance Amount**") in respect of Units of each Class outstanding, payable on the last Business Day of March, June, September and December in each year (each a "**Performance Valuation Date**"), equal to 20% of the increase in the net asset value of each Unit (the "**Net Asset Value per Unit**") from the High Water Mark for such Unit. The "High Water Mark" for a Unit issued more than 12 months before the Performance Valuation Date is the highest Net Asset Value per Unit on each of the four previous Performance Valuation Dates. The "High Water Mark" for a Unit issued less than 12 months before the Performance Valuation Date is the highest of the Net Asset Value per Unit on the date of issuance of the Unit and on each subsequent Performance Valuation Date, if any, prior to the Performance Valuation Date on which the Performance Amount is to be paid. For Class I Units, the Performance Amount may be negotiated and is stipulated by the agreement with the investor.

Service Fee:

The Advisor has entered into various arrangements with dealers for the distribution of Units to subscribers. The method for determining the compensation payable to dealers for the services they provide varies among dealers, as does the amount of such compensation.

Prospective subscribers should consult with their dealer to understand which compensation arrangement applies to them in respect of their purchase of Units. The following is a summary of the compensation arrangements with dealers which exist as of the date of this Offering Memorandum:

- The Advisor will pay to Ninepoint one half of the net Management Fees and Performance Amounts that the Advisor receives in respect of each Class A, Class F, and certain subseries of Class I Units that were purchased through Ninepoint.

- The Advisor will pay to certain other dealers a negotiated portion of the net Management Fees and Performance Amounts that the Advisor receives in respect of each Class A, Class F, and certain subseries of Class I Units that were purchased through such dealers.

- The Advisor will pay to certain other dealers whose clients have purchased Class A Units a quarterly service fee (the "**Service Fee**") in respect of each Class A Unit that was purchased through that dealer and which was held by the client for three full months during such fiscal quarter. The Service Fee payable to a dealer will be an amount calculated on the last business day of each fiscal quarter based on an annual rate equal to 1.0% of the Class Net Asset Value of each Class A Unit purchased by a Limited Partner through that dealer. Purchasers of Units subject to a Service Fee may pay a negotiated fee above the Service Fee if purchasing through a dealer. The Service Fee may be rebated to the purchaser at the sole discretion of the dealer.

Subject to applicable law, the Advisor may pay, out of the fees payable to the Advisor by the Partnership, a negotiated referral fee or trailing commission to dealers or other persons in connection with a sale of Units.

Price per Unit:

Units of each Class are offered for sale at their Net Asset Value per Unit of each Class which is calculated in Canadian dollars on the last Business Day of each month and on such other dates as the Advisor may designate from time to time (each, a "**Valuation Date**"). Fractional Units will be issued up to three decimal points (rounded down). See "The Offering – Net Asset Value of Units."

Subscriptions:

Subscriptions are accepted on each Valuation Date, subject to the General Partner's discretion to refuse subscriptions in whole or in part. The Unit price for subscriptions shall be at the Net Asset Value per Unit determined on the Valuation Date.

Redemptions:

An investment in Units is intended to be a long-term investment. However Unitholders may request that Units be redeemed at the Net Asset Value per Unit of each Class on any Valuation Date less any applicable Early Redemption Fees (as defined below), provided that a written request for redemption, in a form satisfactory to the Advisor (the "**Redemption Notice**") and all necessary documents relating thereto, are submitted to the Advisor at least 180 calendar days prior to the applicable Valuation Date (the "**Redemption Notice Deadline**"). The Advisor has the sole discretion to accept or reject redemption requests. However, the Advisor intends to accept redemption requests in circumstances where it would not be prejudicial to the Partnership to do so. See "Redemption of Units".

If a Redemption Notice is received and deemed acceptable by the Advisor prior to the Redemption Notice Deadline, Units will be redeemed at the Net Asset Value per Unit for the applicable class determined on the applicable Valuation Date multiplied by the number of Units to be redeemed and less any applicable Early Redemption Fee (as defined herein) (the "**Redemption Amount**"). Payment of the Redemption Amount will generally be made to the redeeming Unitholder not later than the 30th day following the applicable Valuation Date (or 60 days following the Valuation Date if such Valuation Date is the Partnership's fiscal year-end) for which such redemption is effective. On direction from the Advisor, the record-keeper of the Partnership may hold back up to 20% of the Redemption Amount on any redemption of Units to provide for an orderly disposition of the assets of the Partnership. Any portion of a Redemption Amount which is held back shall be paid within a reasonable time period, having regard for applicable circumstances.

If the Advisor has received Redemption Notices to redeem, in the aggregate, 10% or more of the outstanding Units on any particular Redemption Date, the Advisor may, in its discretion, elect to redeem such Units in in cash or in kind in equal amounts over a period of up to 12 months from the applicable Valuation Date with each such redemption being made on the subsequent Valuation Dates during the 12 month period. The Redemption Amount payable to Unitholders in such circumstances will be adjusted by changes in the Net Asset Value of the applicable classes of Units during this period and calculated on each Valuation Date in respect of which the payment is to be made.

The Advisor, in its sole discretion, may require the redemption of all or any part of the Units held by a Unitholder at any time. The record-keeper of the Partnership shall, upon any redemption of Units, deduct from the Redemption Amount an amount equal to any accrued and applicable fees and taxes payable in connection with such redemption which are not reflected in the Net Asset Value of the Units for which redemption has been requested. See "Fees and Expenses".

The Advisor may suspend the right of Unitholders to require the Partnership to redeem Units held by them and the concurrent payment of Redemption Amounts for Units tendered for redemption: (i) during the whole or any part of any period when normal trading is suspended on any stock exchange, options exchange or futures exchange within or outside Canada on which securities or derivatives owned by the Partnership (or any successor thereto) are traded which, in the aggregate, represent directly or indirectly more than 50% by value or underlying market exposure of the total assets of the Partnership (or any successor thereto) without allowance for liabilities; or (ii) for any period during which the Advisor, in its sole discretion, determines that conditions exist which render impractical the sale of the assets of the Partnership or which impair the ability to determine the Net Asset Value of the Partnership or any particular class of Units.

Early Redemption Fees:

Units for which a Redemption Notice is submitted prior to the first anniversary of the date of purchase of such Units shall be subject to an early redemption fee (an "**Early Redemption Fee**") payable to the General Partner equal to 5% of the redemption amount payable to the Unitholder on the applicable Valuation Date.

Units for which a Redemption Notice is submitted: (i) prior to the first anniversary of the date of purchase of such Units shall be subject to an Early Redemption Fee payable to the General Partner equal to 5% of the redemption amount payable to the Unitholder on the applicable Valuation Date; and (ii) on or after the first anniversary, but prior to the second anniversary of the date of purchase of such Units shall be subject to an Early Redemption Fee payable to the General Partner equal to 1% of the redemption amount payable to the Unitholder on the applicable Valuation Date.

Income/Loss Allocation:	Income or loss of the Partnership for tax purposes will be allocated (i) firstly, to the General Partner in an amount equal to amounts distributed to the General Partner in respect of the Performance Amount, and (ii) secondly to the Limited Partners generally in accordance with the proportionate Net Asset Value per Unit; however the General Partner reserves the right to adjust allocations to account for Units purchased or redeemed during a fiscal year and other relevant factors. See "Summary of Limited Partnership Agreement."
Distributions Automatic Reinvestment:	Distributions may be made at the discretion of the General Partner. The Partnership will distribute sufficient net income (including, if applicable, net capital gains) so that the Partnership will generally not be liable for income tax in any given year. The Advisor intends, but is under no obligation, to make such distributions on a quarterly basis. All distributions will be automatically reinvested on behalf of each Unitholder in additional Units.
Payment of Expenses:	The Partnership is responsible for, and the General Partner and the Advisor (and their designates, as applicable) are entitled to reimbursement from the Partnership for, all costs and expenses actually incurred internally or externally in connection with the activities and operations of the Partnership such as investment expenses (i.e., expenses that the Advisor reasonably determines to be related to the investment of the Partnership's assets, such as brokerage commissions; expenses relating to short sales; the costs of products and services relating to research, market data, execution and related items; clearing and settlement charges; custodial fees; hedging expenses; bank service fees; interest expenses; and expenses relating to proposed investments that are not consummated); investment-related travel expenses; due diligence expenses; legal expenses; professional fees (including, without limitation, fees and expenses of consultants and experts) relating to investments; accounting expenses (including the cost of accounting and trading and portfolio management software packages); auditing and tax preparation expenses; valuation expenses; administrative expenses; costs of software (including fees of third party software developers) used by the Advisor in connection with investments; the costs and expenses of information systems, software and hardware utilized in connection with asset management; organizational expenses; the Management Fee; and fees and expenses of the Administrator and other service providers associated with asset management services, all as determined by the General Partner in its sole discretion. The General Partner or any other AIP party may provide similar services to other affiliated funds or vehicles (the **"Affiliated Funds"**) and the Investment Advisor and their respective affiliates may manage other accounts (the **"Other Accounts"**). To the extent that any services are provided to the Partnership, the Affiliated Funds and the Other Accounts, the General Partner will allocate, or cause to be allocated, the related costs and expenses of the General Partner, the Advisor, or any other AIP party, as applicable, in respect of the provision of any such services to the Partnership, the Affiliated Funds or the Other Accounts to which such services are provided in a fair and equitable manner.

Fiscal Year End:	December 31 in each year or such other date as the General Partner may determine.
Term:	The Partnership has no fixed term. Dissolution may only be authorized by the General Partner upon 30 days advance written notice by the General Partner to each Limited Partner.
Amendments to Constating Document:	The Partnership's Limited Partnership Agreement will allow for amendments to be made (as to any provision, including investment strategies) (i) with the approval of the holders of a majority of the Units voted at a duly convened meeting of Unitholders, (ii) with the approval in writing (and without a Unitholders meeting) of the holders of a majority of all then outstanding Units or (iii) if the Unitholders have been provided with at least 30 days prior written notice of the proposed amendment. No Unitholder approval (or prior written notice to Unitholders) will be required for amendments which could not reasonably be expected to be adverse to the rights or interests of Unitholders.
Transfer or Resale:	Units may only be transferred with the consent of the General Partner. The transfer or resale of Units (which does not include a redemption of Units) is also subject to restrictions under applicable securities legislation. Investors are advised to consult with legal counsel concerning such resale restrictions. It is not anticipated that a market will develop for the Units. Accordingly, redemption of the Units in accordance with the provisions set out herein is likely to be the only means of liquidating an investment in the Partnership and redemption is subject to General Partner consent in certain circumstances. See "Resale Restrictions."
Financial Reporting:	Audited financial statements will be delivered to Limited Partners within 90 days of each fiscal year end. Unaudited, internally prepared interim financial statements for the first six months of each fiscal year will be delivered to Limited Partners within 60 days of the end of such period upon request. Unaudited internally prepared financial information respecting the Net Asset Value per Unit will be provided on a semi-annual basis. See "Summary of Limited Partnership Agreement."
Tax Considerations:	Investors are urged to consult with their tax advisors to determine the tax consequences of an investment in the Partnership. See "Certain Federal Income Tax Considerations."

Limited Liability:	The liability of each Limited Partner for the debts, liabilities, obligations and losses of the Partnership will be limited to the amount of the capital contributed by the Limited Partner, unless the Limited Partner takes part in the control of the business of the Partnership. See "Summary of Limited Partnership Agreement" and "Risk Factors."
Risk Factors:	Investors should consider a number of factors in assessing the risks associated with investing in Units, including those generally associated with the investment techniques used by the Advisor. See "Risk Factors."
Advisor:	AIP Asset Management Inc.
Legal Counsel:	AUM Law
Administrator:	SS&C Fund Administration Company
Custodian:	Laurentian Bank
Auditors:	KPMG

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THE PARTNERSHIP

The Partnership was formed under the laws of Ontario and became a limited partnership by filing a Declaration of Limited Partnership under the *Limited Partnerships Act* (Ontario) (the "**LP Act**") on October 15, 2013 under the name "AIP Global Macro Fund LP". The Partnership was renamed AIP Convertible Private Debt Fund LP effective as of January 22, 2020. The Partnership is currently governed by the Limited Partnership Agreement dated as of February 3, 2015, made between AIP GP Ltd., as general partner (the "**General Partner**") and each person who is a limited partner as of the date hereof and each other person who is admitted to the Partnership as a limited partner (each a "**Limited Partner**" or a "**Unitholder**"). The current principal place of business of the Partnership and of the General Partner is Royal Bank Plaza, South Tower, Suite 3240, 200 Bay Street, Toronto, Ontario M5J 2J1. The fiscal year of the Partnership ends on December 31 in each calendar year or such other date as the General Partner may determine.

An investment in the Partnership is represented by limited partnership units (the "**Units**"). The Partnership is permitted to have an unlimited number of classes of Units (each a "**Class**") which may be divided into series (each a "**Series**"). Three Classes of Units are currently offered under this Offering Memorandum: Class A, Class F and Class I Units. The Units may be issued in Series, with a new Series being issued on each date that the Partnership accepts subscriptions for Units. The interest of each Limited Partner represents the same proportion of the total interest of all Limited Partners as the net asset value (the "**Net Asset Value**") of Units of each Class held by such Limited Partner is of the total Net Asset Value of each Class Units of the Partnership.

THE GENERAL PARTNER

The General Partner was incorporated under the *Business Corporations Act* (Ontario) on October 15, 2013. The Advisor owns 100% of the issued and outstanding common shares and is the sole shareholder of the General Partner. The General Partner is generally responsible for management and control of the business and affairs of the Partnership in accordance with the terms of the Limited Partnership Agreement. The General Partner has engaged the Advisor to carry out its duties, including directing the day to day business, operation and affairs of the Partnership, management of the Partnership's portfolio and distribution of the Units of the Partnership, but remains responsible for supervising the Advisor's activities on behalf of the Partnership.

The General Partner may act as the general partner of other limited partnerships. The General Partner and/or Advisor may also become a Limited Partner by purchasing Units.

THE ADVISOR

Pursuant to an investment management agreement dated as of October 20, 2013 (the "**Investment Management Agreement**"), the General Partner engaged the Advisor to direct the day to day business, operation, and affairs of the Partnership and to provide investment advisory and distribution services to the Partnership. See "Investment Management Agreement." The Advisor is also responsible for all recordkeeping functions. The Advisor is AIP Asset Management Inc., a corporation incorporated under the *Business Corporations Act* (Ontario) on February 21, 2013 and registered with Ontario Securities Commission as Investment Fund Manager, Portfolio Manager and Exempt Market Dealer. The current principal place of business of the Advisor is Royal Bank Plaza, South Tower, Suite 3240, 200 Bay Street, Toronto, Ontario M5J 2J1. The Advisor is owned by Jayahari Balasubramaniam and Alex Kanayev, who each own a one-half interest in the Advisor.

Jayahari Balasubramaniam (Jay Bala) CFA, Senior Portfolio Manager

Jay Bala is the founder, a Director, the President, Chief Executive Officer, and a Portfolio Manager of the Advisor and serves on the Credit Committee of the Advisor. From December 2009 to July 2013, Jay Bala held the position of Associate Portfolio Manager/Dealing Representative with Kingsmont Investment Management Inc., a Toronto-based investment management firm. From November 2007 to December 2009, he was a Senior

Investment Analyst with Third Eye Capital Corporation, a private investment management company that advises the Third Eye Capital Credit Opportunities Fund and an advisor to the Sprott Private Credit Trust. Prior to that he worked as a Research Analyst at Mackie Research Capital and worked at a family office for Dundee. He obtained a Bachelor of Commerce degree from the University of Toronto and is a Chartered Financial Analyst (CFA).

Alex Kanayev, CPA, MBA, ICD.D, Chairman

Alex Kanayev is a co-founder and Chairman of the Advisor and serves on the Credit Committee of the Advisor. Alex Kanayev runs AIP Private Capital and sits on the boards of several companies. Previously, he worked as a Senior Vice President at a hedge fund, as a sub-advisor to a Sprott Fund and was a Portfolio Manager at BMO Financial Group. He received an MBA from Schulich School of Business at York University, is a CPA charter holder and holds an ICD.D designation from the Institute of Corporate Directors.

INVESTMENT OBJECTIVE AND STRATEGIES OF THE PARTNERSHIP

Investment Objective

The investment objective of the Partnership is to generate superior returns through the investment in alternative strategies that the Advisor believes have the potential to provide substantial upside. The Advisor adheres to socially responsible investing on a best efforts basis and has a broad mandate of identifying attractive investment opportunities that include, but are not limited to, seed capital, small capitalization investments, private placements, and debt instruments.

Current Portfolio Composition

As of the date of this Offering Memorandum, the portfolio of the Partnership is made up of the following types of investments in the percentages shown: convertible domestic loans (31%), convertible foreign loans (28%), equity securities (22%), foreign non-convertible loans (12%), and cash and cash equivalents (7%). The portfolio of the Partnership, its asset allocation, and the accompanying percentages are subject to change over time and are provided for herein reference purposes only. Prospective subscribers may request a current breakdown of the percentages of different investments as a proportion of the Partnership's portfolio from the Advisor.

Investment Strategies

A description of each of the Partnership's principal investment strategies are summarized below. The Advisor may change the Partnership's investment strategies at its discretion without notice to or approval of unitholders if the General Partner and the Advisor determine that such change is in the best interest of the Partnership.

Private Debt and Senior Secured Convertible Loans

The Advisor conducts top-down industry analysis to identify favorable sectors for investment based on prevailing macroeconomic themes. Once a favorable sector is identified, the Advisor seeks to provide secured convertible loans that can be converted to publicly traded common shares to companies operating in such sectors. The Advisor will hold convertible debt, which is a type of lending instrument that gives the holder the option to convert its investment to equity at a pre-specified price and also has the benefit of capturing upside market potential while maintaining the principal protection properties of debt.

The investment in debt securities offered by companies on a private placement basis may provide a higher yield, equity convertibility, special debt holder rights or other special terms that make the investment attractive.

Special Situations

The Advisor may buy shares privately and take positions (either long or short) in currencies and in securities

whose value is dependent upon corporate restructurings, mergers, hostile takeovers, distressed situations, bankruptcies, leveraged buy outs, spin offs, legislative changes, legal challenges, and other factors.

Over the life of the Partnership, it is expected that the Advisor will vary the allocation of assets among the various asset classes and sectors based on its analysis of relative return potential. From time to time, the Partnership may also opportunistically invest up to 100% of the Partnership's assets in debt securities convertible into equity securities, dividend paying equity securities, and other income generating securities (collectively "**special situations**") to take advantage of special situations as they present themselves.

The Advisor will act as security agent for the Partnership when it invests in private debt, convertible loan, and other special situation transactions. The Advisor does not receive separate compensation for such services. The Advisor may retain other persons to assist the Advisor with its responsibilities related to procuring, servicing, administering, and monitoring, such transactions in which the Partnership invests. (See the section captioned *Related Party Transactions*, which describes the Manager's retention of an affiliated party in such instances. See the section captioned *Facility and Other Fees*, which describes fees the Advisor may receive in connection with such special situation transactions.)

Investing Long in Undervalued Securities

By using and performing fundamental analysis of both company and industry information, the Advisor will make investments in those securities whose value, in the opinion of the Advisor, is below its fair value and whose growth prospects support a long position. The Advisor will invest in many types of securities and is not limited to any one type but will mainly focus on equity securities, options and equity derivatives. The Advisor will not be restricted from investing in securities for which there is no public market, including securities of an issuer that is not a reporting issuer in any jurisdiction.

Short Selling of Securities

By using and performing fundamental analysis of both company and industry information, the Advisor will sell short any security whose value, in the opinion of the Advisor, is above its fair value and whose growth prospects support a short position. The Advisor may short many types of securities and is not limited to any one type but will mainly focus on equity securities, options and equity derivatives. The Advisor will also look at securities of companies where the fundamentals are deteriorating or where complex accounting policies may be masking deteriorating fundamentals. The Advisor will not be restricted from investing in securities for which there is no public market, including securities of an issuer that is not a reporting issuer in any jurisdiction. Short selling of overvalued securities will occur as a means to generate positive investment returns but may also be used as a hedge against some component of risk related to one or more long positions.

Small Capitalization Securities

Given the investment objective of the Partnership, the Advisor may establish both long and short positions in small capitalization securities that may have limited market liquidity or limited available public information. This may include some early stage companies where value may be realized over a longer period.

Portfolio Concentration

The Advisor has the discretion to decide to concentrate the portfolio on a limited number of positions in order to take advantage of high conviction ideas that could generate superior returns. There are no position limits set for the Partnership and the degree of concentration will depend on the attractiveness of investment ideas. The Advisor also has the discretion to concentrate the portfolio on a specific type of investment, including convertible private loans or in special situation investments. Further, the Partnership may take concentrated positions in specialized industries, market sectors, countries or regions. Historically, the Advisor has exercised its discretion to concentrate a significant proportion of the value of the portfolio of the Partnership on a single issuer and in special situations. This concentration increases the risk to the Partnership, and therefore the Limited Partners, in the event such investments lose value, because there is less diversification. Concentration can lead

to more rapid or dramatic changes in value than would be the case if the Partnership were required to maintain a wide diversification among companies, industries, regions, types of securities and other asset classes. The Advisor may continue to use its discretion in a comparable manner going forward, however concentration risk may vary over time.

Seed Capital and Private Placements

The investment in select seed capital opportunities and private placement of securities that have the potential for returns that more than compensate for the lack of liquidity and where the potential may be realized at an initial public offering.

Capital Structure Arbitrage

Similar to pairs trading, the Advisor will seek to establish both long and short positions in the securities of related issuers or the same issuer where the market valuation of one security is mispriced relative to the value of other securities within the same or related issuer. This may also include structuring positions in same or related issuers where the sum of the parts approach has identified an arbitrage opportunity that should be eliminated over time.

Initial Public Offerings and Secondary Offerings

Investing in initial public offerings and secondary offerings where the Advisor believes the pricing of the new issuance is below that which will be reflected in future prices due to supply/demand imbalances.

Options

The investment in either Puts or Calls or a combination of both of underlying securities where the option price is either mispriced or where the option is mispriced considering the volatility of the underlying security. Options can be used to enhance returns and to hedge certain risks associated with long or short positions in the underlying securities. Options can be used to hedge specific investments or as an overall hedge against the portfolio and risks associated with it.

Warrant Arbitrage

An investment that captures the potential miswriting between a security and an associated warrant for the security. The warrant is usually a long position and the security is a short position.

Short Term Trading

The Advisor may take long and short positions in securities where they feel the short-term volatility in the security will move the price either up or down in a short time frame based on factors that are not fundamentally driven. This could include supply/demand scenarios in less liquid securities or market sentiment driven opportunities. Unlike fundamentally based long or short investing described above, the Advisor may not have the same fundamental opinion of these securities but expects the short term returns to outweigh the short-term risks. Securities gains and losses are generally realized on a systematic basis.

Use of Leverage

The Partnership intends to use leverage, subject to limits on margin imposed by the Partnership's prime broker.

Investment Process

The Advisor will follow a highly opportunistic investment approach by meeting with management teams of early stage companies that are seeking capital to grow and expand their businesses. The Advisor will also

consider private placement opportunities. The Partnership will strategically hold cash until appropriate opportunities are presented to the Advisor.

General

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

The Advisor may at any time adopt new strategies or deviate from the foregoing guidelines as market conditions dictate.

While the Advisor typically will try to minimize risk in selecting investments, it should be understood that the risk management techniques utilized by the Advisor cannot provide any assurance that the Partnership will not be exposed to risks of significant investment losses. Please refer to "Risk Factors" for more information.

Statutory Caution

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

WHO SHOULD INVEST

The Partnership is designed for sophisticated investors seeking consistent absolute returns throughout various market conditions. As the Partnership is subject to various risks as outlined under "Risk Factors," it is recommended that an investment in the Partnership should not constitute the major portion of an individual's portfolio. The Partnership is designed to attract investment capital which is surplus to an investor's basic financial requirements.

Any Limited Partner whose status changes with respect to the foregoing or who fails to provide evidence satisfactory to the General Partner of such status when requested to do so, from time to time, shall be removed as a Limited Partner by the redemption of his Units at the end of the month in which such status changes.

In addition, any Limited Partner that is or becomes a "financial institution" within the meaning of section 142.2 of the *Income Tax Act* (Canada) (as same may be amended or replaced from time to time) shall disclose such status to the General Partner at the time of subscription (or when such status changes) and the General Partner may restrict the participation of any such Limited Partner or require any such Limited Partner to redeem all or some of such Limited Partner's Units.

CONTINUOUS OFFERING

Units are being offered to investors resident in Ontario, Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Québec and Saskatchewan (the "**Qualifying Jurisdictions**") pursuant to prospectus and registration exemptions available under NI 45-106, which has been adopted by the securities regulatory authorities in each of the Qualifying Jurisdictions. Unless a subscriber can establish to the General Partner's satisfaction that another exemption is available, this will generally require that each investor is investing as principal (and not for or on behalf of any other persons) and is an "accredited investor" as defined in NI 45-106 or the *Securities Act* (Ontario), as applicable. Investors that are accredited investors solely on the basis that they have net assets of at least $5,000,000, must also represent to the General Partner (and may be required to provide additional evidence at the request of the General Partner to establish) that such investor was not formed solely in order to make private placement investments which may not have otherwise been available to any persons holding an interest in such investor. In the Qualifying Jurisdictions, the so-called "Offering Memorandum Exemption" (i.e., section 2.9 of NI 45-106) is not being relied on. Units may be sold from time to time in reliance on the minimum amount investment exemption described in section 2.10 of NI 45-106.

The Offering may only be made or accepted in the Qualifying Jurisdictions.

There is no commission payable by the purchaser to the General Partner or the Advisor upon the purchase of the Units, nor does the Partnership pay any commissions in connection with the sale of Units when the Advisor acts as dealer. Subscribers may pay a negotiated sales commission charged by their dealers.

Net Asset Value of Units

Units may be designated by the General Partner as being Units of a series. Units of each series may be issued at a Net Asset Value per Unit as the General Partner may in its discretion assign, and the Net Asset Value per Unit of any one series need not be equal to the Net Asset Value per Unit of any other series.

Upon the designation of a new series of Units by the General Partner, the Net Asset Value per Unit for such series shall initially be as designated by the General Partner as described above and the Net Asset Value of such series shall initially be such Net Asset Value per Unit multiplied by the number of Units of such series issued on the first Subscription Date for such series. After the initial issue of Units of a series, the Net Asset Value of such series on a Valuation Date shall be calculated by the General Partner having regard to the Net Asset Value of such series relative to the Net Asset Value of the Partnership on the previous Valuation Date (following payment of fees payable to the Advisor, and adjusted for subsequent subscriptions, redemptions, conversions and redesignations), the increase or decrease in Net Asset Value of the Partnership from the previous Valuation Date to the current Valuation Date, and any fees payable to the Advisor in respect of Units of such series.

Net Asset Value per class and Net Asset Value per Unit for Units of a class shall be calculated in a similar manner, with necessary adjustments, if there is only one series (or no series designated) for such class. If there is more than one series in a class, then the Net Asset Value for such class shall be the aggregate of the Net Asset Values of all series in such class, and Net Asset Value per Unit shall be calculated in respect of each series only.

Valuation Methodology

The following rules will be applied by the General Partner to the determination of the Net Asset Value of the Partnership:

(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 of the Partnership and each class and series are being determined) and interest accrued and not yet received, shall be deemed to be the full amount thereof, unless the General Partner 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 General Partner 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. Securities that are listed or traded on more than one public securities exchange or that are actively traded on over-the-counter markets while being listed or traded on such securities exchanges or over-the-counter markets will be valued on the basis of the market quotation which, in the opinion of the General Partner, most closely reflects their fair value.

(c) Any securities which are not listed or dealt in upon any public securities exchange will be valued at the simple average of the latest available offer price and the latest available bid price (unless in the opinion of the General Partner such value does not reflect the value thereof and in which case, the latest offer price or bid price as best reflects the value thereof should be used), as at the Valuation Date.

(d) The value of any restricted security shall be the lesser of (i) the value thereof based on any available reported quotations in common use and (ii) that percentage of the market value of securities of the same class, the trading of which is not restricted or limited by reason of any representation, warranty or agreement or by law, equal to the percentage that the acquisition cost thereof was of the market value of such securities at the time of acquisition thereof.

(e) All Partnership property valued in a foreign currency and all liabilities and obligations of the Partnership payable by the Partnership in foreign currency shall be converted into Canadian funds by applying the rate of exchange obtained from the best available sources to the General Partner or to the third party engaged by the General Partner to calculate Net Asset Value.

(f) Securities held in private issuers are recorded at cost unless an upward adjustment is considered appropriate and supported by persuasive and objective evidence such as a significant equity financing by an unrelated investor at a transaction price higher than the valuation price. Downward adjustments to valuation price are made when there is evidence of other than a temporary decline in value as indicated by the assessment of the financial condition of the investment based on third-party financing, operational results, forecasts, and other developments since the previous valuation price was established. Options and warrants held in private issuers are carried at cost unless there is an upward or downward adjustment of the underlying privately-held company supported by persuasive and objective evidence such as significant subsequent equity financing by an unrelated investor at a transaction price higher or lower than the valuation price.

(g) Each transaction of purchase or sale of portfolio securities effected by the Partnership will be reflected in the computation of the Net Asset Value of the Partnership on the trade date.

(h) The value of any security or property to which, in the opinion of the General Partner, 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 General Partner may from time to time determine based on standard industry practice.

(i) 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.

(j) All other liabilities shall include only those expenses paid or payable by the Partnership, including accrued contingent liabilities; however expenses and fees allocable only to a class and series of Units shall not be deducted from the Net Asset Value of the Partnership for the purpose of determining the Net Asset Value of each class and series, and shall thereafter be deducted from the Net Asset Value so determined for each such class and series.

The General Partner and the Advisor may determine such other rules as they deem necessary from time to time.

Subscription Procedure

Subscriptions for Units will be accepted, at the discretion of the General Partner, on the last Business Day of each month and on such other dates as the Advisor may designate from time to time (each a "**Valuation Date**"). Every Unit subscribed for is issued for a purchase price equal to the Net Asset Value per Unit determined on that Valuation Date.

Subscriptions for Units must be made by completing the subscription and power of attorney form (the "**Subscription Agreement**") provided by the General Partner and by forwarding such form together with funds provided via an electronic order system such as FundSERV or a cheque or bank draft for payment of the subscription price directly to the General Partner. Subscription funds provided prior to a Valuation Date will be kept in a segregated account pending investment in the Partnership. Subscriptions for Units are subject to acceptance or rejection in whole or in part by the General Partner in its sole discretion. In the event a subscription for Units is rejected, any subscription funds forwarded by the subscriber will be returned without interest or deduction.

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

Purchasers will be required to make certain representations in the Subscription Agreement and the General Partner will rely on such representations to establish the availability of the exemptions from prospectus requirements described above. No subscription will be accepted unless the General Partner is satisfied that the subscription is in compliance with applicable securities laws. Investors who qualify as "accredited investors" will be required to complete the applicable "Certificate of Accredited Investor" in the form attached to the Subscription Agreement as part of their subscription for Units.

After the required initial minimum investment in the Partnership, Limited Partners may make additional investments in the Partnership in any amount but not less than $10,000, provided that, at the time of the subscription for additional Units, the Limited Partner is an accredited investor or can establish to the Advisor's satisfaction that another exemption is available. At the time of making each additional investment in the Partnership, each investor will be deemed to have repeated the covenants and representations contained in the Subscription Agreement delivered by the investor at the time of the initial subscription unless a new Subscription Agreement is signed by the investor and received by the Advisor. Subsequent additional investments are subject to acceptance or rejection by the Advisor.

Service Fee

The Advisor has entered into various arrangements with dealers for the distribution of Units to subscribers. The method for determining the compensation payable to dealers for the services they provide varies among dealers, as does the amount of such compensation.

Prospective subscribers should consult with their dealer to understand which compensation arrangement applies to them in respect of their purchase of Units. The following is a summary of the compensation arrangements with dealers which exist as of the date of this Offering Memorandum:

- The Advisor will pay to Ninepoint one half of the net Management Fees and Performance Amounts that the Advisor receives in respect of each Class A, Class F, and certain subseries of Class I Units that were purchased through Ninepoint.

- The Advisor will pay to certain other dealers a negotiated portion of the net Management Fees and Performance Amounts that the Advisor receives in respect of each Class A, Class F, and certain subseries of Class I Units that were purchased through such dealers.

- The Advisor will pay to certain other dealers whose clients have purchased Class A Units a Service Fee in respect of each Class A Unit that was purchased through that dealer and which was held by the client for three full months during such fiscal quarter. The Service Fee payable to a dealer will be an amount calculated on the last business day of each fiscal quarter based on an annual rate equal to 1.0% of the Class Net Asset Value of each Class A Unit purchased by a Limited Partner through that dealer. Purchasers of Units subject to a Service Fee may pay a negotiated fee above the Service Fee if purchasing through a dealer. The Service Fee may be rebated to the purchaser at the sole discretion of the dealer.

Subject to applicable law, the Advisor may pay, out of the fees payable to the Advisor by the Partnership, a negotiated referral fee or trailing commission to dealers or other persons in connection with a sale of Units.

Redemptions

An investment in Units is intended to be a long-term investment. However, Unitholders may request that Units be redeemed at the Net Asset Value per Unit for the applicable class (determined in accordance with the provisions of the Limited Partnership Agreement) on any Valuation Date less any applicable Early Redemption Fees (as defined below), provided that a written request for redemption, in a form satisfactory to the Advisor (a "**Redemption Notice**") and all necessary documents relating thereto, are submitted to the Advisor at least 180 calendar days prior to the applicable Valuation Date (the "**Redemption Notice Deadline**"). The Advisor, in its sole discretion, may accept or reject redemption requests. However, the Advisor intends to accept redemption requests in circumstances where it would not be prejudicial to the Partnership to do so.

A Redemption Notice shall be irrevocable (except as otherwise provided in the Limited Partnership Agreement and shall contain a clear request by the Unitholder that a specified number or dollar amount of Units be redeemed. A Unitholder's signature on a Redemption Notice may be required by a Canadian chartered bank, a trust company or a registered broker or securities dealer acceptable to the Advisor.

Any Class A Units for which a Redemption Notice is submitted prior to the first anniversary of the date of purchase of such Units shall be subject to an early redemption fee (an "**Early Redemption Fee**") payable to the General Partner equal to 5% of the redemption amount payable to the Unitholder on the applicable Valuation Date.

If a Redemption Notice is received and deemed acceptable by the Advisor prior to the Redemption Notice Deadline, Units will be redeemed at the Net Asset Value per Unit for the applicable class determined on the applicable Valuation Date multiplied by the number of Units to be redeemed together with the Unitholder's proportionate share of any distribution of net income and net realized capital gains of the Partnership which has been declared in respect of such Units and not paid prior to the applicable Valuation Date and less any applicable Early Redemption Fee (the "**Redemption Amount**"). Payment of the Redemption Amount will generally be made to the redeeming Unitholder not later than the 30th day following the applicable Valuation Date (or 60 days following a Valuation Date if such Valuation Date is the Partnership's fiscal year-end) for which such redemption is effective.

On direction from the Advisor, the record-keeper of the Partnership may hold back up to 20% of the Redemption Amount on any redemption to provide for an orderly disposition of the assets of the Partnership. Any Redemption Amount which is held back shall be paid within a reasonable time period, having regard for applicable circumstances.

If the Advisor has received Redemption Notices to redeem, in the aggregate, 10% or more of the outstanding Units on any particular Valuation Date, the Advisor may, in its sole discretion, elect to redeem such Units in cash or in kind in equal amounts over a period of up to 12 months from the applicable Valuation Date with

each such redemption being made on the subsequent Valuation Dates during the 12 month period. The Redemption Amount payable to Unitholders in such circumstances will be adjusted by changes in the Net Asset Value of the applicable classes of Units during this period and calculated on each Valuation Date in respect of the payment to be made.

The Advisor, in its sole discretion, may require the redemption of all or any part of the Units held by a Unitholder at any time.

The Advisor may also from time to time change a minimum amount for Unitholders to have invested in the Partnership (the "**Minimum Investment Amount**") and thereafter may, in its sole discretion, give notice to any Unitholder whose Units have an aggregate Net Asset Value of less than the Minimum Investment Amount that all such Units will be redeemed on the next Valuation Date following the 30th day after the date of the notice. A Unitholder may avoid such redemption by subscribing for additional Units within the 30 day notice period of a sufficient number of additional Units to increase the Unitholder's investment in the Partnership to an amount equal to or greater than the Minimum Investment Amount. As at the date, hereof, the Advisor has fixed a Minimum Investment Amount of $25,000 to Class A and F Units and $1,000,000 to Class I Units.

The record-keeper of the Partnership shall, upon any redemption of Units, deduct from the Redemption Amount an amount equal to any accrued and applicable fees and taxes payable in connection with such redemption which are not reflected in the Net Asset Value of the Units for which redemption has been requested. See "Fees and Expenses".

The Advisor may suspend the right of Unitholders to require the Partnership to redeem Units held by them and the concurrent payment of Redemption Amounts for Units tendered for redemption: (i) during the whole or any part of any period when normal trading is suspended on any stock exchange, options exchange or futures exchange within or outside Canada on which securities or derivatives owned by the Partnership (or any successor thereto) are traded which, in the aggregate, represent directly or indirectly more than 50% by value or underlying market exposure of the total assets of the Partnership (or any successor thereto) without allowance for liabilities; or (ii) for any period during which the Advisor, in its sole discretion, determines that conditions exist which render impractical the sale of assets of the Partnership or which impair the ability to determine the Net Asset Value of the Partnership or any particular class of Units**.**

A suspension of redemptions shall apply to all Redemption Notices received prior to the suspension for which payment of the Redemption Amount has not been made, as well as to all Redemption Notices received during the period when the suspension is in effect. In such circumstances, all Unitholders shall have, and shall be advised that they have, the right to withdraw their Redemption Notice or receive payment based on the Net Asset Value of the particular class of Units determined on the first Valuation Date following the date on which the suspension of redemptions has been terminated. The Advisor will not accept subscriptions for the purchase of Units during any period where redemptions of Units have been suspended.

A suspension of redemptions will terminate as of the first day on which the condition giving rise to the suspension ceases to exist, provided that no other condition under which a suspension is authorized exists at such time. Subject to applicable laws, any declaration of suspension made by the Advisor shall be conclusive.

RESALE RESTRICTIONS

Units offered by this Offering Memorandum are being distributed pursuant to exemptions from the prospectus requirements under applicable securities legislation. The resale of these securities by investors is subject to restrictions. An investor should refer to applicable provisions in consultation with a legal advisor. Furthermore, no transfers of Units may be affected unless the General Partner, in its sole discretion, approves the transfer and the proposed transferee. There is no market for Units and no market is expected to develop, therefore it may be difficult or even impossible for a purchaser to sell Units. Subscribers are advised to consult with their advisors concerning restrictions on resale and are further advised against reselling their Units until they have

determined that any such resale is in compliance with the requirements of applicable legislation and the Limited Partnership Agreement.

SUMMARY OF LIMITED PARTNERSHIP AGREEMENT

The rights and obligations of the Limited Partners are governed by the Limited Partnership Agreement (as amended from time to time) and the LP Act. The following is a summary of the material provisions of the Limited Partnership Agreement not otherwise described in this Offering Memorandum. This summary is not intended to be complete and each investor should carefully review the Limited Partnership Agreement itself for full details of these provisions. The Limited Partnership Agreement is available for review at the offices of the General Partner.

The Units

An investment in the Partnership is represented by Units. The Partnership is permitted to have an unlimited number of Units having such terms and conditions as the General Partner may determine. Units may be issued in classes (each a "**Class**") or series (each a "**Series**"). Three Classes of Units are currently offered under this Offering Memorandum, the Class A, Class F and Class I Units. Units will be issued in series in order to facilitate the calculation of the General Partner's performance amount payable in respect of each Unit. See "Investment Management Agreement - Performance Amount" below.

No Unit shall have any preference, conversion, exchange, pre-emptive or redemption rights in any circumstances over any other Unit. Each Limited Partner will be entitled to one vote for each whole Unit, or fraction thereof, in respect of all matters to be voted on by the Limited Partners.

The General Partner, in its discretion, determines the number of Classes of Units and Series of Units of a Class and establishes the attributes of each Class and Series, including the designation of each Class and Series, the initial closing date and initial offering price for the first issuance of Units of the Class or Series, any minimum initial or subsequent investment thresholds, any minimum redemption amounts or minimum account balances, valuation frequency, fees and expenses of the Class or Series, sales or redemption charges payable in respect of the Class or Series, redemption rights and any additional Class or Series specific attributes. The General Partner may add additional Classes or Series of Units at any time without the prior approval of Unitholders. The General Partner may also redesignate Units of a Class or Series issued to the Unitholder as Units of another Class or Series having an aggregate equivalent Net Asset Value, provided that such redesignation will not result in an increase in fees payable by that Unitholder.

Allocations and Distributions

The Partnership will distribute to the General Partner a performance amount (the "**Performance Amount**") in respect of Units of each Class outstanding, payable on the last Business Day of March, June, September and December in each year (each a "**Performance Valuation Date**"), equal to 20% of the increase in the applicable Net Asset Value of each Unit from the High Water Mark for such Unit. The "High Water Mark" for a Unit issued more than 12 months before the Performance Valuation Date is the highest Net Asset Value Per Unit on each of the four previous Performance Valuation Dates. The "High Water Mark" for a Unit issued less than 12 months before the Performance Valuation Date is the highest of the Net Asset Value Per Unit on the date of issuance of the Unit and the applicable Net Asset Value Per Unit on each subsequent Performance Valuation Date, if any, prior to the Performance Valuation Date on which the Performance Amount is to be paid.

The General Partner may determine a different calculation or percentage amount of the Performance Amount in respect of different classes of Units, in its sole discretion.

Limited Partners effectively share in net profits and net losses of the Partnership through changes in the Net Asset Value per Units held by them, after the distribution of the Performance Amount. Income and loss of the Partnership (as determined for purposes of the *Income Tax* Act (Canada)) shall be allocated, (i) firstly, to the

General Partner in an amount equal to amounts distributed to the General Partner in respect of the Performance Amount, and (ii) secondly to the Limited Partners. Allocations of income, gains and losses each year for tax purposes will be made generally in accordance with Limited Partners' respective interests; however the General Partner has the discretion to adjust allocations to account for Units which are purchased or redeemed throughout the year, the class and/or series of such Units, the tax basis of such Units, the fees payable by the Partnership in respect of each class and series and the timing of receipt of income or realization of gains or losses by the Partnership during such year, among other factors the General Partner may deem relevant. Distributions of net profits may be distributed by the General Partner in its sole discretion. See Article 4 "Contributions, Allocations and Distributions" in the Limited Partnership Agreement.

Authority and Duties of the General Partner

The General Partner has the full power and authority to do such acts and things and to execute and deliver such documents as it considers necessary or desirable in connection with the Offering and sale of the Units and for carrying on the business of the Partnership for the purposes summarized herein and described more fully in the Partnership Agreement. The General Partner shall exercise the powers and discharge its duties honestly, in good faith, and with a view to the best interests of the Partnership and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. See Article 6 "Management of Limited Partnership" in the Limited Partnership Agreement.

Fees and Expenses

The Partnership is responsible for, and the General Partner and the Advisor (and their designates, as applicable) are entitled to reimbursement from the Partnership for, all costs and expenses actually incurred internally or externally in connection with the activities and operations of the Partnership such as investment expenses (i.e., expenses that the Advisor reasonably determines to be related to the investment of the Partnership's assets, such as brokerage commissions; expenses relating to short sales; the costs of products and services relating to research, market data, execution and related items; clearing and settlement charges; custodial fees; hedging expenses; bank service fees; interest expenses; and expenses relating to proposed investments that are not consummated); investment-related travel expenses; due diligence expenses; legal expenses; professional fees (including, without limitation, fees and expenses of consultants and experts) relating to investments; accounting expenses (including the cost of accounting and trading and portfolio management software packages); auditing and tax preparation expenses; valuation expenses; administrative expenses; costs of software (including fees of third party software developers) used by the Advisor in connection with investments; the costs and expenses of information systems, software and hardware utilized in connection with asset management; organizational expenses; the Management Fee; and fees and expenses of the Administrator and other service providers associated with asset management services, all as determined by the General Partner in its sole discretion. The General Partner or any other AIP party may provide similar services to other affiliated funds or vehicles (the **"Affiliated Funds"**) and the Advisor, the Investment Advisor and their respective affiliates may manage other accounts (the **"Other Accounts"**). To the extent that any services are provided to the Partnership, the Affiliated Funds and the Other Accounts, the General Partner will allocate, or cause to be allocated, the related costs and expenses of the General Partner, the Advisor, or any other AIP party, as applicable, in respect of the provision of any such services to the Partnership, the Affiliated Funds or the Other Accounts to which such services are provided in a fair and equitable manner. Expenses are generally deducted from the Net Asset Value of the Partnership. Fees of the Advisor will be charged as against a single class or series of Units to which they pertain.

Management Services

The General Partner is entitled to engage one or more service providers to provide investment management, administrative or other services to the Partnership from time to time. The Advisor has been so engaged. See "Investment Management Agreement" below. The General Partner may negotiate or renegotiate the Advisor's fees from time to time so long as any change, which could result in Limited Partners paying increased fees, must be approved by a special resolution of Limited Partners so affected and Limited Partners must be given not less than 60-day notice of the proposed change before it becomes effective. Fees charged by the Advisor may vary as between classes of Units. Fees actually paid and charged to a series of Units may vary from time

to time so long as the method of calculating such fees is the same for all series of the same class of Units. Any agreement between the General Partner and the Advisor or other service provider must automatically terminate upon termination of the Limited Partnership Agreement.

Liability

Subject to the provisions of the LP Act, the liability of each Limited Partner for the liabilities and obligations of the Partnership is limited to the amount the Limited Partner contributes or agrees to contribute to the Partnership. However, a Limited Partner may lose his, her or its status as a limited partner if such Limited Partner takes part in the control of the business of the Partnership or if certain provisions of the LP Act are contravened. The General Partner shall be responsible and liable for the debts, obligations and any other liabilities of the Partnership in the manner and to the extent required by the LP Act and as set forth in the Limited Partnership Agreement.

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

Reports to Limited Partners

Within 90 days after the end of each fiscal year or such shorter period as may be practical in the circumstances or required by law, the General Partner will forward to each Limited Partner an annual report for such fiscal year consisting of (i) audited financial statements for such fiscal year; (ii) a report of the auditors on such financial statements; (iii) a report on allocations to the Limited Partners' Capital Accounts and taxable income or loss and distributions of cash to the General Partner and the Limited Partners for such fiscal period; and (iv) tax information to enable each Limited Partner to properly complete and file his or her tax returns in Canada in relation to an investment in Units. The General Partner will forward to each Limited Partner unaudited internally prepared interim financial statements for the first six months of each fiscal year within 60 days of the end of such period upon request. The General Partner will forward to each Limited Partner semi-annual unaudited internally prepared financial information respecting the Net Asset Value Per Unit within 30 days after each of June 30 and December 31.

Term

The Partnership has no fixed term. Dissolution may only occur (i) through a Special Resolution of the Limited Partners, or (ii) at any time on 30 days written notice by the General Partner to each Limited Partner.

Meetings and Quorum

The Partnership will not hold regular meetings.

The General Partner may convene a meeting of Unitholders as it considers appropriate or advisable from time to time. The General Partner must also call a meeting of the Unitholders on the written request of the Unitholders holding not less than two thirds (2/3) of the outstanding Units of the Partnership in accordance with the Limited Partnership Agreement, provided that in the event of a request to call a meeting of the Unitholders made by such Unitholders, the General Partner shall not be obliged to call any such meeting until it has been satisfactorily indemnified by such Unitholders against all costs of calling and holding such meeting.

Not less than 21 days' notice will be given of any meeting of Unitholders. The quorum at any meeting at which an Ordinary Resolution (as defined in the Limited Partnership Agreement) is to be voted on is two or more Unitholders present in person or by proxy representing not less than 10% of the Units then outstanding. The quorum at any meeting at which a Special Resolution (as defined in the Limited Partnership Agreement) is to be voted on is two or more Unitholders present in person or by proxy representing not less than one third (1/3) of the Units then outstanding. If no quorum is present at such meeting when called, the meeting will be

adjourned by the Advisor to a date and time determined by the Advisor, 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.

The consent of Unitholders to an Ordinary Resolution must be given by at least 50% of the votes cast. The consent of Unitholders to a Special Resolution must be given by at least 2/3 two thirds of the votes cast.

Amendment

The General Partner may, without prior notice or consent from any Limited Partner, amend the Limited Partnership Agreement (i) in order to protect the interests of the Limited Partners, if necessary; (ii) to cure any ambiguity or clerical error or to correct or supplement any provision contained in the Limited Partnership Agreement which may be defective or inconsistent with any other provision if such amendment does not and shall not in any manner adversely affect the interests of any Limited Partner; (iii) to add new Classes or Series of limited partnership units of the Partnership and to reflect any changes to any applicable legislation; or (iv) in any other manner, if such amendment does not and shall not adversely affect the interests of any Limited Partner in any manner. The Limited Partners may, by Special Resolution and with the concurrence of the General Partner, amend the Limited Partnership Agreement. See Article 13 "Amendment of Agreement" in the Limited Partnership Agreement. Special Resolutions may be passed by Limited Partners holding Units with a Net Asset Value of at least two-thirds of the Net Asset Value of Units voted at a meeting duly called for such purpose or by a written resolution signed by Limited Partners holding Units with a Net Asset Value of at least two-thirds of the Net Asset Value of all Units. See Article 9 "Partnership Meetings" in the Limited Partnership Agreement.

INVESTMENT MANAGEMENT AGREEMENT

The General Partner has entered into an Investment Management Agreement with the Advisor pursuant to which the Advisor has been retained to direct the day to day business, operation and affairs of the Partnership, and provide investment advisory and distribution services to the Partnership. The Advisor in carrying out its duties under the Investment Management Agreement shall exercise its powers and discharge its duties honestly, in good faith and in a manner believed to be in the best interests of the Partnership and shall exercise the degree of care, diligence and skill that a reasonably prudent advisor of an investment fund would exercise in the circumstances.

As part of the Advisor's investment of Fund assets, the Advisor will identify prospective companies in Canada, the U.S., and other regions with whom the Partnership may enter into transactions, including private debt, senior secured convertible loan, seed capital, small capitalization investment, private placement, and special situation transactions. The Advisor will also structure and negotiate the terms of these special situation and other transactions and will monitor the Partnership's portfolio investments to ensure compliance with the investment guidelines. In this regard, the Advisor may engage third-party service providers to assist it with its monitoring, administrative, and other responsibilities under the Investment Management Agreement.

The Investment Management Agreement may be terminated by either the General Partner or the Advisor on 30 days' written notice, or earlier in certain circumstances, and in any event will terminate on the date of termination of the Limited Partnership Agreement.

Management Fee

Class A Units

The Partnership will pay the Advisor, monthly on the last Business Day of each month, a fee (the "**Management Fee**") equal to 1/12 of 2% of the aggregate net asset value of all Class A Units of the Partnership then outstanding. A **"Business Day"** is a day on which the Toronto Stock Exchange and the New York Stock Exchange are open for business.

Class F Units
The Partnership will pay the Advisor, monthly on the last Business Day of each month, the Management Fee equal to 1/12 of 1% of the aggregate net asset value of all Class F Units of the Partnership then outstanding.

Class I Units
The Partnership will pay the Advisor, monthly on the last Business Day of each month, the Management Fee as stipulated in the agreement negotiated with and payable by the investor in the Class I Units.

The Advisor may choose the Management Fee to be paid in Units at its sole discretion.

CANADIAN INCOME TAX CONSIDERATIONS

Investors are urged to consult with their tax advisers respecting the purchase, holding and disposition of Units. Investors should become aware of the tax considerations and consequences associated with an investment in Units, based upon the investor's own particular circumstances.

AUDITORS AND FUND ACCOUNTING

The auditor of the Partnership is KPMG Canada, Toronto, Ontario.

Partnership accounting and valuation services are conducted internally by the Partnership and externally by the Administrator.

MATERIAL CONTRACTS

The material contracts of the Partnership are as follows:

1. The Limited Partnership Agreement;
2. The Investment Management Agreement; and
3. The administration agreement entered into with the Administrator.

RISK FACTORS

Investment in the Units involves certain risk factors, including risk factors associated with the Partnership's investment strategies. The following non-exhaustive list of risks should be carefully evaluated by prospective investors prior to making a purchase. The following is a summary only of the risk factors involved in an investment in Units. Prospective investors should consult with their own professional advisors to assess the income tax, legal, and other aspects of an investment in the Partnership.

Risks Associated with an Investment in the Partnership

Marketability and Transferability of Units

There is no market for the Units and their resale, transfer and repurchase are subject to restrictions imposed by the Limited Partnership Agreement, including consent by the General Partner, and applicable securities legislation. See "Resale Restrictions." Consequently, holders of Units may not be able to liquidate their investment in a timely manner and the Units may not be readily accepted as collateral for a loan.

Investment and Trading Risks in General

An investment in the Partnership is not intended as a complete investment program. A subscription for Units should be considered only by persons financially able to maintain their investment and who can bear the risk

of loss associated with an investment in the Partnership. All securities investments present a risk of loss of capital. However, the Partnership believes that its investment strategies moderate this risk through the careful selection of controlled investment techniques. The Partnership's investment strategies may, however, utilize such investment techniques and instruments such as futures and option transactions, margin transactions and short sales which practices can, in certain circumstances, increase any losses. Investors should review closely the investment objective and investment strategies to be utilized by the Partnership as outlined herein to familiarize themselves with the risks associated with an investment in the Partnership.

To the extent that any counterparty with or through which the Partnership engages in trading and maintains accounts does not segregate the Partnership's assets, the Partnership will be subject to a risk of loss in the event of the insolvency of such person. Even where the Partnership's assets are segregated, there is no guarantee that in the event of such an insolvency, the Partnership will be able to recover all of its assets. Some of the markets in which the Partnership will affect its transactions may be "over-the-counter" or "interdealer" markets. The participants in such markets are typically not subject to credit evaluation and regulatory oversight as are members of "exchange based" markets. This exposes the Partnership to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the Partnership to suffer a loss. In addition, in the case of a default, the Partnership could become subject to adverse market movements while replacement transactions are executed. Such "counterparty risk" is accentuated for contracts with longer maturities where events may intervene to prevent settlement, or where the Partnership has concentrated its transactions with a single or small group of counterparties. The Partnership is not restricted from dealing with any particular counterparty or from concentrating any or all of its transactions with one counterparty. Moreover, neither the Partnership nor the Advisor has an internal credit function which evaluates the creditworthiness of its counterparties. The ability of the Partnership to transact business with any one or number of counterparties, the lack of any meaningful and independent evaluation of such counterparties' financial capabilities and the absence of a regulated market to facilitate settlement may increase the potential for losses by the Partnership.

Hedge Risks

Although hedging reduces risk, it does not eliminate it entirely. Losses can still result in the case of an extraordinary event. There are several such possible cases including, but not limited to: (i) anticipated transactions which are altered or aborted; (ii) the inability to hedge off risk, due to the difficulty of borrowing the offsetting security; (iii) a cease trade order being issued in respect of the underlying security; (iv) the inability to maintain a short position, due to the repurchase or redemption of shares by the issuing company; and (v) lack of liquidity during market panics. To protect the Partnership's capital against the occurrence of such events, the Advisor will attempt to maintain a well-diversified portfolio.

Reliance on Advisor

The success of the Partnership is entirely dependent upon the efforts of the Advisor and its key employees, including its Senior Portfolio Manager, Jay Bala. There can be no assurance that satisfactory replacements for the Advisor or its key employees will be available if the Advisor or its key employees cease to act for the Partnership.

No Assurance of Return

Although the Advisor will use its best efforts to achieve consistent absolute returns throughout various market conditions for the Partnership, no assurance can be given in this regard. An investment in Units should be considered as speculative and investors must bear the risk of a loss on their investment. There can be no assurance that the Partnership's investment objective will be attained.

Tax Liability

Net Asset Value of the Partnership and Net Asset Value per Unit will be calculated on the basis of both realized trading gains and losses and accrued, unrealized gains and losses. In computing each Limited Partner's share

of income or loss for tax purposes, only realized gains and other recognised amounts will be taken into account. Therefore, the change in Net Asset Value of a Limited Partner's Units may differ from his share of income and loss for tax purposes. Furthermore, investors may be allocated income for tax purposes and not receive any cash distributions from the Partnership.

Performance Amount

The Performance Amount may create an incentive for the General Partner and/or the Advisor to cause the Partnership to make investments that are riskier or more speculative than would be the case in the absence of a distribution to the General Partner based on the performance of the Partnership.

Possible Loss of Limited Liability

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

Funding Deficiencies

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

Income

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

Possible Effect of General Partner Distributions

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

Not a Public Mutual Fund

The Partnership is not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of the Partnership's portfolio. The Partnership is also not subject to National Instrument 81-107 *Independent Review Committee for Investment Funds* which requires public investment funds to appoint an independent review committee to review and provide input on conflicts of interest between funds and their advisors.

Potential Conflicts of Interest

The business of the Advisor is the trading of accounts for its clients. Generally, the investments of the Partnership will be different from the investments of other accounts managed by the Advisor. However, it is possible that orders of the Partnership will be executed in competition with the other accounts managed by the Advisor. The Advisor generally trades all accounts under management in a parallel fashion, where lots and prices are distributed proportionally, according to equity. Using this method of allocation and executions, no account or accounts can be traded "in front of" or have positions opposite of the other accounts under management. Since the Advisor may manage common interests for accounts on different financial terms, there may be an incentive to favour certain accounts over others. However, it is generally the policy and practice of the Advisor never to favour any account over another. Clients should be aware however, that the Advisor may trade accounts differently based on the dictates of the individual clients.

The Advisor and its shareholders, directors and officers and affiliates may from time to time invest in securities that the Partnership is also invested in. This may include investments that rank senior or subordinated to the Partnership's investments. The same group may also invest in securities once the Partnership has declined to invest. The Advisor maintains and enforces a Personal Trading Policy, which requires among other things preclearance of personal trades.

The Advisor and its partners, directors and officers, and certain others who have access to, or participate in formulating investment decisions on behalf of the Partnership, may from time to time wish to act as a partner, officer or director of an issuer whose securities are held in the Partnership's portfolio. This presents a conflict of interest. In order to comply with applicable securities law, the Advisor will not cause the Partnership to hold securities of such an issuer in its portfolio unless this conflict of interest is disclosed to Limited Partners and unless the written consent of Limited Partners is obtained prior to the purchase. Accordingly, prior to causing the Partnership's portfolio to hold securities of such an issuer, the Advisor will obtain the written consent of Limited Partners to the purchase.

See "Statement of Policies – Conflicts of Interest" for additional disclosure regarding conflicts of interest relevant to the Partnership.

Use of Borrowed Funds

The use of leverage may not be suitable for all investors. Using borrowed money to finance the purchase of Units involves greater risk than using cash resources only. If an investor borrows money to purchase Units, the investor's responsibility 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.

Possible Effect of Redemptions

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

Charges to the Partnership

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

Lack of Independent Experts Representing Limited Partners

Each of the Partnership, the General Partner and the Advisor have consulted with a single legal counsel regarding the formation and terms of the Partnership and the Offering of Units. The Limited Partners have not, however, been independently represented. Therefore, to the extent that the Partnership, the Limited Partners or this Offering could benefit by further independent review, such benefit will not be available. Each

prospective investor should consult his or her own legal, tax and financial advisors regarding the desirability of purchasing Units and the suitability of investing in the Partnership.

No Involvement of Unaffiliated Selling Agent

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

Custody Risk

The Partnership does not control the custodianship of all of its securities. The banks or brokerage firms selected to act as custodians may become insolvent, causing the Partnership to lose all or a portion of the funds or securities held by those custodians. Consequently, the Partnership and therefore, the Limited Partners, may suffer losses.

Broker or Dealer Insolvency

The Partnership's assets may be held in one or more accounts maintained for the Partnership by its prime brokers or at other brokers. Such brokers are subject to various laws and regulations in various jurisdictions that are designed to protect their customers in the event of their insolvency. However, the practical effect of these laws and their application to the Partnership's assets are subject to substantial limitations and uncertainties. Because of the large number of entities and jurisdictions involved and the range of possible factual scenarios involving the insolvency of a prime broker or any sub-custodians, agents or affiliates, it is impossible to generalize about the effect of their insolvency on the Partnership and its assets. Investors should assume that the insolvency of any of the prime brokers or such other service providers would result in the loss of all or a substantial portion of the Partnership's assets held by or through such prime broker and/or the delay in the payment of withdrawal proceeds.

Trading Errors

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

Changes in Investment Strategy

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

Valuation of the Partnership's Investments

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

be made in good faith in accordance with the Limited Partnership Agreement.

The Partnership may from time to time have some or a significant amount of its assets in investments which by their very nature may be extremely difficult to value accurately. To the extent that the value assigned by the Partnership to any such investment differs from the actual value, the Net Asset Value per Unit may be understated or overstated, as the case may be. In light of the foregoing, there is a risk that a Limited Partner who redeems all or part of its Units while the Partnership holds such investments will be paid an amount less than such Limited Partner would otherwise be paid if the actual value of such investments is higher than the value designated by the Partnership. Similarly, there is a risk that such Limited Partner might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the General Partner in respect of a redemption. In addition, there is risk that an investment in the Partnership by a new Limited Partner (or an additional investment by an existing Limited Partner) could dilute the value of such investments for the other Limited Partners if the actual value of such investments is higher than the value designated by the General Partner. Further, there is risk that a new Limited Partner (or an existing Limited Partner that makes an additional investment) could pay more than it might otherwise if the actual value of such investments is lower than the value designated by the General Partner. The Partnership does not intend to adjust the Net Asset Value of the Partnership retroactively.

Potential Indemnification Obligations

Under certain circumstances, the Partnership might be subject to significant indemnification obligations in favour of the General Partner, the Advisor, other service providers to the Partnership or certain persons related to them. The Partnership may or may not carry any insurance to cover such potential obligations. Any indemnification paid by the Partnership would reduce the Net Asset Value of the Partnership, and, by extension, the Net Asset Value per Unit for each class of Units.

Litigation

Litigation can and does occur in the ordinary course of the management of an investment portfolio. The Partnership may be engaged in litigation both as a plaintiff and as a defendant from time to time. In certain cases, borrowers may bring claims and/or counterclaims against the Partnership, the Advisor, the General Partner and/or their respective principals and affiliates. The expense of defending against claims made against the Partnership by third parties and paying any amount pursuant to settlements or judgments would, to the extent that the Partnership has not been able to protect itself by indemnification or other rights against the companies, be borne by the Partnership and reduce the Net Asset Value of the Partnership.

Possible Negative Impact of Regulation of Hedge Funds

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

Risks Associated with the Partnership's Underlying Investments

Default Risk

The Partnership will make senior secured convertible loans as well as other loans as part of its investment strategy. As with any loans, there is a risk that the borrower will be unable to pay interest and principal as it becomes due or default on its obligations. In such situations, the Partnership may have to enter into workout agreements with the borrower, which could involve losses to the Partnership. In the case of secured loans, the Partnership would have the option of foreclosing upon collateral pledged for the loan, but this could involve considerable expense and is no guaranty that the Partnership will recoup its investment.

Regulatory Risk

The Partnership may make senior secured convertible loans to publicly-listed companies. Depending on the jurisdiction of these companies and the stock exchanges on which their shares are traded, approvals may be required by securities regulators, stock exchanges, shareholders, or other interested parties. There is no guarantee that such approvals will be obtained, and the failure of the borrowing companies to obtain these approvals may delay loans or limit the convertibility of such loans.

Insider Status

Upon conversion of convertible loans, the Partnership may become an insider under applicable securities law, if the Partnership's holdings are large enough. If the Partnership becomes an insider, it may be required to report its holdings and its subsequent trading. This may limit its ability to sell shares without adversely affecting the underlying stock price. In addition, because of the monitoring of loans that the Partnership may undertake, the Partnership may find itself unable to trade its portfolio securities because of rules against trading while in possession of material non-public information.

Lender Liability

In recent years, certain judicial decisions have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed "lender liability"). Generally, lender liability is founded upon the premise that an institutional lender has violated a fiduciary duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the borrower resulting in creating a fiduciary duty owed to the borrower or its other creditors or shareholders. Due to the nature of the Partnership's investments, the Partnership could be subject to allegations of lender liability.

General Economic and Market Conditions

The success of the Partnership's activities may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, and national and international political circumstances. These factors may affect the level and volatility of securities prices and the liquidity of the Partnership's investments. Unexpected volatility or illiquidity could impair the Partnership's profitability or result in losses.

Concentration

See "Portfolio Concentration", above.

Shorting

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

Options

Purchasing and selling put and call options, while often utilized to hedge investments, are highly specialized activities and entail greater than ordinary investment risks.

Trading Costs

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

Currency and Exchange Rate Risks

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

Availability of Investment Strategies

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

Portfolio Turnover

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

Highly Volatile Markets

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

Small to Medium Capitalization Companies

The Partnership may invest in the securities of companies with small to medium-sized market capitalizations. While the Advisor believes these investments often provide significant potential for appreciation, those securities may involve higher risks in some respects than do investments in securities of larger companies. For example, while smaller companies generally have potential for rapid growth, they often involve higher risks because they may lack the management experience, financial resources, product diversification, and competitive strength of larger companies. In addition, in many instances, the frequency and volume of their trading may be substantially less than is typical of larger companies. As a result, the securities of smaller companies may be subject to wider price fluctuations. When making large sales, the Partnership may have to sell portfolio holdings at discounts from quoted prices or may have to make a series of small sales over an extended period of time due to the trading volume of smaller company securities.

Derivatives

The Partnership may use derivative financial instruments, including, without limitation, options, swaps, notional principal contracts, contracts for differences, futures and forward contracts, and may use derivative techniques for hedging and for other trading purposes, including for the purpose of obtaining the economic benefit of an investment in an entity without making a direct investment. The risks posed by such instruments

and techniques, which can be extremely complex and may involve leveraging of the Partnership's assets, include: (i) credit risks (the exposure to the possibility of loss resulting from a counterparty's failure to meet its financial obligations); (ii) market risk (adverse movements in the price of a financial asset or commodity); (iii) legal risks (the characterization of a transaction or a party's legal capacity to enter into it could render the financial contract unenforceable, and the insolvency or bankruptcy of a counterparty could pre-empt otherwise enforceable contract rights); (iv) operations risk (inadequate controls, deficient procedures, human error, system failure or fraud); (v) documentation risk (exposure to losses resulting from inadequate documentation); (vi) liquidity risk (exposure to losses created by inability to prematurely terminate the derivative); (vii) system risk (the risk that financial difficulties in one institution or a major market disruption will cause uncontrollable financial harm to the financial system); (viii) concentration risk (exposure to losses from the concentration of closely related risks such as exposure to a particular industry or exposure linked to a particular entity); and (ix) settlement risk (the risk faced when one party to a transaction has performed its obligations under a contract but has not yet received value from its counterparty).

Deal Risks

Certain of the proposed transactions in which the Partnership invests may be renegotiated or terminated, in which case losses may be realized.

General Credit, Liquidity and Leverage Risks

Systemic Risk

Credit risk may arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This is sometimes referred to as a "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with which the Partnership interacts on a daily basis.

Collateral

The Partnership will have moderate credit and operational risk exposure to its counterparties, which will require the Partnership to post collateral to support its obligations. Generally, counterparties will have the right to sell, pledge, rehypothecate, assign, use or otherwise dispose of the collateral posted by the Partnership in connection with such transactions. This could increase the Partnership's exposure to the risk of a counterparty default since, under such circumstances, such collateral of the Partnership could be lost or the Partnership may be unable to recover such collateral promptly. Also, counterparties have an interest in maximizing the return from such collateral. This interest could conflict with the interests of the Partnership in preserving and protecting its portfolio.

Lending of Portfolio Securities; Broker-Dealer/Counterparty Insolvency

The Partnership may lend securities on a collateralized and an uncollateralized basis from its portfolio to creditworthy securities firms and financial institutions. While a securities loan is outstanding, the Partnership will continue to receive the equivalent of the interest or dividends paid by the issuer on the securities, as well as interest on the investment of the collateral or a fee from the borrower. The risks in lending securities, as with other extensions of secured credit, if any, consist of possible delays in receiving additional collateral, if any, or in recovery of the securities or possible loss of rights in the collateral, if any, should the borrower fail financially.

Liquidity Risks Generally

Liquidity is important to the Partnership's businesses. Under certain market conditions, such as during volatile markets or when trading in a security or market is otherwise impaired, the liquidity of the Partnership's portfolio positions may be reduced. In addition, the Partnership may from time to time hold large positions with respect to a specific type of financial instrument, which may reduce the Partnership's liquidity. During

such times, the Partnership may be unable to dispose of certain financial instruments, including longer-term financial instruments, which would adversely affect its ability to rebalance its portfolio or to meet withdrawal requests. In addition, such circumstances may force the Partnership to dispose of financial instruments at reduced prices, thereby adversely affecting its performance. If there are other market participants seeking to dispose of similar financial instruments at the same time, the Partnership may be unable to sell such financial instruments or prevent losses relating to such financial instruments. Furthermore, if the Partnership incurs substantial trading losses, the need for liquidity could rise sharply while its access to liquidity could be impaired. In addition, in conjunction with a market downturn, the Partnership's counterparties could incur losses of their own, thereby weakening their financial condition and increasing the Partnership's exposure to their credit risk.

Leverage Risks

The Partnership uses leverage in an effort to realize greater profits from its security selection. The use of leverage will, in many instances, enable the Partnership to achieve a higher rate of return than would be otherwise possible. The instruments and borrowings utilized by the Partnership to leverage investments may be collateralized by the Partnership's portfolio. Accordingly, the Partnership may pledge its financial instruments in order to borrow additional funds or otherwise obtain leverage for investment or other purposes. The amount of borrowings which the Partnership may have outstanding at any time may be substantial in relation to its capital.

The use of leverage will allow the Partnership to borrow in order to make additional investments, thereby increasing its exposure to assets, such that its total assets may be greater than its capital and any capital commitments. The use of leverage will magnify the volatility of changes in the value of the investments of the Partnership. Accordingly, any event which adversely affects the value of an investment would be magnified to the extent the investment is leveraged. The cumulative effect of the use of leverage by the Partnership in a market that moves adversely to its investments could result in substantial losses to the Partnership, which would be greater than if the Partnership were not leveraged.

While leverage increases the buying power of the Partnership and presents opportunities for increasing total returns, it has the effect of potentially increasing losses as well. For example, funds borrowed for leveraging will be subject to interest, transaction and other costs, and other types of leverage also involve transaction and other costs. Any such costs may or may not be recovered by the return on the Partnership's portfolio. Leverage will increase the investment return of the Partnership if an investment purchased with or utilizing leverage earns a greater return than the cost to the Partnership of such leverage. The use of leverage will decrease the investment return if the Partnership fails to recover the cost of such leverage.

The Partnership may also invest in financial instruments, such as exchange traded funds, which themselves employ leverage, and may thereby indirectly assume the risks of employing leverage.

Market Value Borrowings and Derivatives

In general, the anticipated use of margin borrowings and other borrowings based on the market value of the portfolio which require the Partnership to post margin results in certain additional risks to the Partnership. For example, should the financial instruments pledged to brokers to secure the Partnership's margin accounts decline in value, the Partnership could be subject to a "margin call", pursuant to which the Partnership must either deposit additional funds or financial instruments with the broker or suffer mandatory liquidation of the pledged financial instruments to compensate for the decline in value. In the event of a sudden drop in the value of the Partnership's portfolio, the Partnership might not be able to liquidate financial instruments quickly enough to satisfy its margin requirements.

Uncertain Exit Strategies

Due to the illiquid nature of some of the positions which the Partnership may acquire, the Advisor will be unable to predict with confidence what the exit strategy will ultimately be for any given position, or that one will definitely be available. Exit strategies, which appear to be viable when an investment is initiated, may be

precluded by the time the investment is ready to be realized due to economic, legal, political or other factors.

Data Security and Privacy Breaches

The cybersecurity risks faced by the Advisor, General Partner, Partnership, service providers and Unitholders have increased in recent years due to the proliferation of cyber-attacks that target computers, information systems, software, data and networks. Cyber-attacks include, among other things, unauthorized attempts to access, disable, modify or degrade information systems and networks, the introduction of computer viruses and other malicious codes such as "ransomware", and fraudulent "phishing" emails that seek to misappropriate data and information or install malware on users' computers. The potential effects of cyber-attacks include the theft or loss of data, unauthorized access to, and disclosure of, confidential personal and business-related information, service disruption, remediation costs, increased cyber-security costs, lost revenue, litigation and reputational harm which can materially affect the Partnership. The Advisor continuously monitors security threats to its information systems and implements measures to manage these threats, however the risk to the Advisor and the Partnership and therefore Unitholders cannot be fully mitigated due to the evolving nature of these threats, the difficulty in anticipating such threats and the difficulty in immediately detecting all such threats.

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

FINANCIAL REPORTING

Limited partners will receive financial reports as stipulated by the Limited Partnership Agreement (see "Summary of Limited Partnership Agreement – Reports to Limited Partners").

STATEMENT OF POLICIES

As a portfolio manager, the Advisor may occasionally face conflicts between its own interests and those of its clients, or between the interests of one client and the interests of another. The Advisor has adopted certain policies to minimize the occurrence of such conflicts or to deal fairly where those conflicts cannot be avoided. In no case will the Advisor put its own interests ahead of those of its clients.

Conflicts of Interest

The securities laws of the provinces and territories of Canada require securities dealers and advisers, 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 advisers, 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 adviser. The definition of the terms "related issuer" and "connected issuer" can be found in National Instrument 33-105 *Underwriting Conflicts* of the Canadian Securities Administrators.

The General Partner has retained the Advisor to provide management services to the Partnership. The General Partner and the Advisor are affiliated because the Advisor is the sole shareholder of the General Partner. The Advisor receives Management Fees from the Partnership and the General Partner may earn the Performance Amount from the Partnership, each as described in greater detail elsewhere in this Offering Memorandum.

The Advisor may engage in activities as an investment fund manager, portfolio manager and exempt market dealer in respect of securities of related issuers and connected issuers but will do so only in compliance with applicable securities legislation. There are no commissions payable to the Advisor or any of its affiliates on

the sale of units of the Partnership.

Because (i) the Advisor is the investment fund manager and portfolio manager of the Partnership, (ii) it is an affiliate of the General Partner, and (iii) the Advisor earns fees from the ongoing management of the Partnership's portfolio, the Partnership is considered a related issuer and/or a connected issuer of the Advisor.

Fairness Policy

As a portfolio manager, the Advisor and its employees shall conduct themselves with integrity and honesty and act in an ethical manner in all of their dealings with its clients (including the Partnership). The Advisor shall not knowingly participate or assist in the violation of any statute or regulation governing securities and investment matters. The responsible persons shall exercise reasonable supervision over subordinate employees subject to their control to prevent any violation by such persons of applicable statutes or regulations. The Advisor shall exercise diligence and thoroughness on taking an investment action on behalf of each client and shall have a reasonable and adequate basis for such actions, supported by appropriate research and investigations. Before initiating an investment transaction for a client, the Advisor will consider its appropriateness and suitability. The Advisor will manage each account within the guidelines established between the Advisor and the client. The Advisor shall ensure that each client account is supervised separately and distinctly from other clients' accounts. The Advisor owes a duty to each client and, therefore, 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, such that in placing orders for the purchase or sale of securities, the Advisor may pool one client'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 Advisor'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 Advisor's clients in a manner the Advisor considers to be fair and equitable.

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

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

- where a block trade is filled at varying prices for a group of clients, fills are allocated on an average price basis;

- in the case of hot issues and IPOs, participation is split equally between clients based proportionately on the equity in each account;

- in the case of a new securities issue, where the allotment received is insufficient to meet the full requirements of all accounts on whose behalf orders have been placed, allocation is made on a pro rata basis. However, if such prorating should result in an inappropriately small position for a client, the allotment would be reallocated to another account. Depending on the number of new issues, over a period of time, every effort will be made to ensure that these prorating and reallocation policies result in fair and equal treatment of all clients, and

- trading commissions for block trades are allocated on a *pro rata* basis, in accordance with the foregoing trade allocation policies.

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

In allocating aggregated orders, the Advisor 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.

Transactions for clients shall have priority over personal transactions so that the Advisor's personal transactions do not act adversely to a client's interest.

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

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

Referral Arrangements

The Advisor may enter into referral arrangements whereby it pays a fee for the referral of a client to the Advisor or to the Partnership. No such payments will be made unless the referred investors are advised of the arrangement and all applicable securities laws are complied with. There is a conflict of interest in any paid referral arrangement such as in respect of a referral agreement between the Advisor and a wealth manager or financial planner. The conflict arises because the referral agent has a financial incentive in referring a client to the Advisor as a result of the referral fee it will receive from the firm.

Expense Allocation

As the investment fund manager of the Partnership, the Advisor may be seen to have a conflict of interest when determining whether certain expenses should be allocated to the firm or to the Partnership (in which case the expense being borne by the Partnership will reduce its potential investment return to Limited Partners).

Consequently, the Advisor has a duty to make sure that expenses are allocated to itself or to the Partnership in a fair, accurate and appropriate manner and in accordance with the requirements of applicable securities laws. Similarly, the Advisor's expense allocation practices must be consistent with the terms of the agreements governing the Partnership.

To address this potential conflict of interest, the Advisor has adopted an expense allocation policy and makes its expense allocation determinations in accordance with the foregoing.

Personal Trading

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

Related Party Transactions

The Advisor retains AIP Private Capital Inc., which is owned by one of the Advisor's principal shareholders, Alex Kanayev, to provide certain services to the Advisor. AIP Private Capital Inc. provides due diligence and acts as monitoring agent for the Advisor for certain secured convertible loans made by and other transactions entered into by the Partnership. AIP Private Capital Inc. may also provide additional administrative assistance and support related to special situations transactions, deal sourcing, commercial restructuring recommendations,

and the like. AIP Private Capital Inc. may also co-invest with the Partnership in certain of the Partnership's investments. Fees for such services are paid by the borrowers and not by the Partnership. These services are necessary for the private debt and certain other transactions undertaken by the Partnership. The Advisor has determined that such services are necessary for the operation of the Partnership and are competitively priced and that AIP Private Capital Inc. brings a deep understanding of and experience in such transactions undertaken by the Partnership.

Facility and Other Fees

The Advisor may accept facility and other fees in connection with private debt, secured lending, and other special situation transactions undertaken by the Partnership, which fees are paid by borrowers and not by the Partnership. These fees are compensation for the Advisor's work associated with developing, structuring, and underwriting loan transactions undertaken by the Partnership.

Capital Markets Transaction Fees

The Advisor may accept fees for developing, structuring, and underwriting capital markets transactions, which may involve entities that have entered into private debt, convertible secured lending, or other special situation transactions with the Partnership. These transactions are beneficial to the Partnership because they may enhance the value of the Partnership's convertible notes or reduce the risk of borrower default, among other reasons. These fees are compensation for the Advisor's work associated with developing, structuring, and underwriting such capital markets transactions.

STATEMENT OF RELATED REGISTRANTS

The Advisor has no related registrant entities.

PROCEEDS OF CRIME (MONEY LAUNDERING) LEGISLATION

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

If, as a result of any information or other matter which comes to the Advisor's attention, any director, officer or employee of the Advisor, or its professional advisors, 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.

TAX INFORMATION REPORTING

FATCA Information Reporting - Pursuant to Canada-US Intergovernmental Agreement ("**IGA**") and its implementing provisions under the Income Tax Act (Canada), Unitholders (including certain entities having one or more controlling persons who are specified U.S. persons) may be required to provide identity and residency information to the Partnership. This information, along with certain financial information in respect of the interest in the Partnership, may be provided by the Partnership to the CRA, which will in turn be provided to the U.S. tax authorities. If the Partnership fails to comply with the information reporting requirements under the IGA, it will be subject to the penalty provisions of the *Income Tax Act* (Canada). Any potential taxes or penalties associated with such reporting requirements may reduce the Partnership's returns to Unitholders.

CRS Information Reporting - Pursuant to the Common Reporting Standard ("**CRS**") Canadian financial institutions such as the Partnership must have procedures to identify financial accounts held by residents of any participating CRS country other than Canada and must report the required information to the CRA. The CRA

will formalize exchange arrangements with other participating jurisdictions leading to the exchange of information on a multilateral basis.

STATUTORY AND CONTRACTUAL RIGHTS OF ACTION AND RESCISSION

Cooling-off Period

Securities legislation in certain provinces may give a purchaser certain rights of rescission against the registered dealer who sold Units to them, but those rights must be exercised within a certain time period as little as forty-eight (48) hours following the purchase of Units.

Statutory Rights of Action for Damages or Rescission

Securities legislation in certain of the provinces and territories of Canada provides that a purchaser has or must be granted rights of rescission or damages, or both, where this Offering Memorandum and any amendment hereto contains a misrepresentation (as defined below). However, such rights and remedies, or notice with respect thereto, must be exercised by the purchaser within the time limits prescribed by the securities legislation.

A summary of the rights of action for damages or rescission in certain offering jurisdictions are set forth below. **Investors should consult with their legal advisers to determine whether and the extent to which they may have a right of action or rescission in their province or territory of residence.**

As used herein, "**misrepresentation**" has the meaning assigned under each offering jurisdiction's respective securities act, but generally 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 in this Offering Memorandum or any amendment hereto not misleading in light of the circumstances in which it was made. A "**material fact**" has the meaning assigned under the securities act of each offering jurisdiction, but generally means a fact that significantly affects or would reasonably be expected to have a significant effect on the market price or value of the Units.

The rights of action discussed below are in addition to and without derogation from any other rights or remedies available at law to the investor.

Ontario

Section 130.1 of the *Securities Act* (Ontario) (the "**Ontario Act**") provides that every purchaser of securities pursuant to an offering memorandum (such as this Offering Memorandum) or any amendment thereto shall have a statutory right of action for damages or rescission against the issuer and any selling security holder in the event that the offering memorandum contains a misrepresentation (as defined in the Ontario Act). A purchaser who purchases securities offered by the 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 securities, for rescission against the issuer and any selling security holder provided that:

(a) if the purchaser exercises its right of rescission, it shall cease to have a right of action for damages as against the issuer and the selling security holders, if any;

(b) the issuer and the selling security holders, if any, will not be liable if they prove that the purchaser purchased the securities with knowledge of the misrepresentation;

(c) the issuer and the selling security holders, if any, will not be liable for all or any portion of damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and

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

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

(a) in the case of an action for rescission, 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) 180 days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action.

This Offering Memorandum is being delivered in reliance on certain exemptions from the prospectus requirements, including those contained under section 2.3 (the "accredited investor exemption") and section 2.10 (the "minimum amount exemption") of NI 45-106. The rights referred to in section 130.1 of the Ontario Act do not apply in respect of an offering memorandum (such as this Offering Memorandum) delivered to a prospective purchaser in connection with a distribution made in reliance on the accredited investor exemption if the prospective purchaser is:

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

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

(c) 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.

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

Manitoba

Section 141.1 of the *Securities Act* (Manitoba), as amended (the "**Manitoba Act**") provides that where an offering memorandum (such as this Offering Memorandum) or any amendment to it contains a misrepresentation, a purchaser who purchases a security offered by the offering memorandum is deemed to have relied on the representation if it was a misrepresentation at the time of purchase and has a right of rescission against the issuer or has a right of action for damages against (i) the issuer, (ii) every director of the issuer at the date of the offering memorandum, and (iii) every person or company who signed the offering memorandum:

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

(a) if the purchaser chooses to exercise a right of rescission against the issuer, the purchaser shall have no right of action for damages against the parties (i), (ii) and (iii) listed above;

(b) in an action for damages, a defendant will not be liable for all or any part of the damages that he or she proves do not represent the depreciation in value of the security as a result of the misrepresentation;

(c) in no case shall the amount recoverable exceed the price at which the securities were offered under the offering memorandum; and

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

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

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

(b) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that (i) there had been a misrepresentation, or (ii) the relevant part of the offering memorandum (A) did not fairly represent the expert's report, opinion or statement, or (B) was not a fair copy of, or an extract from, the expert's report, opinion or statement; or

(c) with respect to any part of the offering memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an 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 there had been a misrepresentation.

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

Section 141.2 of the Manitoba Act provides that a purchaser of a security to whom an offering memorandum was required to be sent in compliance with Manitoba securities legislation, but was not sent within the prescribed time has a right of action for rescission or damages against the dealer, offeror or issuer who did not comply with the requirement.

Section 141.3 of the Manitoba Act also provides that a purchaser of a security to whom an offering memorandum is required to be sent may rescind the contract to purchase the security by sending a written notice of rescission to the issuer not later than midnight on the second day, excluding Saturdays and holidays, after the purchaser signs the agreement to purchase the securities.

Section 141.4 of the Manitoba Act provides that no action may be commenced to enforce any of the foregoing rights:

(a) in the case of an action for rescission, more than 180 days after the day 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) 180 days after the day that the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) two years after the day of the transaction that gave rise to the cause of action.

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

New Brunswick

If this Offering Memorandum, together with any amendment thereto, delivered to a purchaser resident in New Brunswick contains a misrepresentation (as such term is defined in the *Securities Act* (New Brunswick)) that was a misrepresentation at the time of purchase, the purchaser will be deemed to have relied on the misrepresentation and will have a right of action for damages or, alternatively, while still the owner of the purchased Shares, for rescission, provided that:

(a) no action may be commenced to enforce a right of action:

(i) for rescission more than 180 days after the date of the purchase; or

(ii) for damages more than the earlier of (i) one year after the purchaser first had knowledge of the facts giving rise to the cause of action, and (ii) six years after the date of purchase;

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

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

(d) in no case shall the amount recoverable exceed the price at which the Shares were sold to the purchaser.

Newfoundland and Labrador

The right of action for damages or rescission described herein is conferred by section 130.1 of the *Securities Act* (Newfoundland and Labrador) (the "**Newfoundland Act**"). The Newfoundland Act provides, in relevant part, that where an offering memorandum (such as this Offering Memorandum) contains a misrepresentation, as defined in the Newfoundland Act, a purchaser who purchases securities offered by the offering memorandum during the period of distribution has, without regard to whether the purchaser relied upon the misrepresentation, a statutory right of action (a) for damages against (i) the issuer, (ii) every director of the issuer at the date of the offering memorandum, and (iii) every person or company who signed the offering memorandum, and (b) for rescission against the issuer.

The Newfoundland Act provides a number of limitations and defenses in respect of such rights. Where a misrepresentation is contained in an offering memorandum, a person or company shall not be liable for damages or rescission:

(a) where the person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) in the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation; and

(c) in no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum.

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

(a) where 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 being sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the knowledge and consent of the person or company;

(b) if the person or company proves that the person or company, on becoming aware of the misrepresentation in the offering memorandum, 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) if, 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 that the person or company did not have any reasonable grounds to believe and did not believe that:

(i) there had been a misrepresentation; or

(ii) the relevant part of the offering memorandum:

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

(B) 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:

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

(ii) believed there had been a misrepresentation.

Section 138 of the Newfoundland Act provides that no action shall be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 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) 180 days after the date that the purchaser first had knowledge of the facts giving rise to the cause of action; or

(ii) three 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) (the "**Nova Scotia Act**"). Section 138 of the Nova Scotia Act provides, in the relevant part, that in the event that an offering memorandum (such as this Offering Memorandum), together with any amendment thereto, or any advertising or sales literature (as such terms are defined in the Nova Scotia Act) contains a misrepresentation (as defined in the Nova Scotia Act), 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 seller and, subject to certain additional defences, every director of the seller at the date of the offering memorandum and every person who signed the offering memorandum or, alternatively, while still the owner of the securities purchased by the purchaser, may elect instead to exercise a statutory right of rescission against the seller, in which case the purchaser shall have no right of action for damages against the seller, directors of the seller or persons who have signed the offering memorandum, provided that, among other limitations:

(a) no action shall be commenced to enforce any of the foregoing rights more than 120 days after the date on which the initial payment was made for the securities;

(b) no person will be liable if it proves that the purchaser purchased the securities 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 securities 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 securities were offered to the purchaser.

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

(a) the offering memorandum or amendment to the 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 the offering memorandum or amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or amendment to the offering memorandum the person or company withdrew the person's or company's consent to the offering memorandum or amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum or amendment to the 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 the offering memorandum or amendment to 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 issuer, will be liable with respect to any part of the offering memorandum or amendment to the 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, the offering memorandum or amendment to the offering memorandum, the misrepresentation is deemed to be contained in the offering memorandum or an amendment to the offering memorandum.

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

Saskatchewan

If this Offering Memorandum, together with any amendment hereto, is delivered to a purchaser resident in Saskatchewan and contains a misrepresentation (as defined in the Saskatchewan Act, as such term is defined below)at the time of purchase, the purchaser is deemed to have relied upon that misrepresentation and will have a right for damages against the issuer, every promoter and director of the issuer (as the case may be), every person or company who signed this Offering Memorandum and every person or company who sells securities on behalf of the issuer, or alternatively, while still the owner of the securities, for rescission against the issuer, provided that:

(a) these rights must be exercised within the periods prescribed in section 147 of *The Securities Act, 1988* (Saskatchewan) (the "**Saskatchewan Act**") which itself provides that no action shall be commenced to enforce the foregoing rights:

(i) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or

(ii) in the case of any action, other than an action for rescission, the earlier of (i) one year after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) six years after the date of the transaction that gave rise to the cause of the action;

(b) no person or company will be liable if the person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation;

(c) no person or company (excluding the issuer) will be liable if the person or company proves that: (i) the Offering Memorandum was delivered without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company

immediately gave reasonable general notice to the issuer that it was delivered without the person's or company's knowledge, (ii) on becoming aware of any misrepresentation, the person or company withdrew the person's or company's consent to the Offering Memorandum and gave reasonable general notice to the issuer of the withdrawal and the reason for it, or (iii) with respect to any part of the Offering Memorandum purporting to be made on the authority of an expert or 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 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 extract from the report, opinion or statement of the expert;

(d) no person or company (but excluding the issuer) will be liable with respect to any part of the Offering Memorandum not 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, 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 there had been a misrepresentation; and

(e) in no case shall the amount recoverable exceed the price at which the securities were sold to the purchaser.

A purchaser resident in Saskatchewan who has delivered a subscription for securities and who receives an amendment to this Offering Memorandum that discloses a material change in the affairs of the Partnership or a change in the terms or conditions of the offering as described in this Offering Memorandum, that occurred or arose before the subscription has been accepted, may within two business days of receiving the amendment deliver a notice to the Partnership or the applicable dealer indicating the purchaser's intention not to be bound by the terms of any subscription agreement or documentation.

Alberta, British Columbia and Québec

Notwithstanding that the *Securities Act* (Alberta), the *Securities Act* (British Columbia) and the *Securities Act* (Québec) do not provide, or require the issuer to provide to purchasers resident in the Province of Alberta purchasing under the exemption contained in section 2.3 (the "accredited investor exemption") of NI 45-106, and to purchasers resident in British Columbia or Québec any rights of action in circumstances where this offering memorandum or an amendment hereto contains a misrepresentation, the issuer hereby grants to such purchasers contractual rights of action that are equivalent to the statutory rights of action set forth above with respect to purchasers resident in Ontario.

The rights summarized above are in addition to and without derogation from any other rights or remedy which investors may have at law.

AIP CONVERTIBLE DEBT FUND LP

TD North Tower
Royal Bank Plaza, South Tower,
Suite 3240, 200 Bay Street,
Toronto, Ontario
M5J 2J1

Telephone Number: (416) 601-0808 x 226
jay@aipassetmanagement.com

Jay Bala, CFA,
Senior Portfolio Manager