

FORM 45-106F2
AMENDED OFFERING MEMORANDUM FOR NON-QUALIFYING ISSUERS



QWEST PRODUCTIVITY MEDIA INCOME TRUST

DATE: April 26, 2023

THE ISSUER:

Name: Qwest Productivity Media Income Trust (the "Trust")

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

Reporting Issuer: No.

SEDAR Filer: No.

THE OFFERING:

Securities Offered: **Class A units of the Trust ("Class A Trust Units") and class F units of the Trust ("Class F Trust Units" and together with the Class A Trust Units or individually, as the context requires, the "Trust Units") shall be offered pursuant to the terms of this Offering Memorandum (the "Offering"). The only difference between the Class A Trust Units and the Class F Trust Units is the commissions and fees payable in connection with the Class A Trust Units.**

Price Per Security: Subscriptions for Trust Units shall be offered at a subscription price equal to the Net Asset Value per Trust Unit (as defined herein) of such Class (as defined herein), calculated as at the Valuation Date (as defined herein). See Item 5 – *Trust Securities Offered*. The Net Asset Value of a Class need not be equal to the Net Asset Value of any other Class.

Minimum/Maximum offering: **There is no minimum or maximum offering.**

Minimum Subscription: The minimum subscription amount for investment in the Trust is \$10,000. The Trust reserves the right to change the minimum subscription amount at any time.

Payment terms: Full subscription price is payable by certified cheque, bank draft, wire order or other form of payment acceptable to the Manager and subscriptions are subject to acceptance or rejection as determined solely by Qwest Investment Fund Management Ltd. (the "**Manager**").

Proposed Closing Date(s): The Offering is continuous. Closings will take place monthly or on such dates as the Manager determines.

Income Tax Consequences: There are important tax consequences to investing in the Trust Units. See Item 7 – *Trust Income Tax Consequences and Registered Plan Eligibility*.

Selling Agent: The Trust may pay a sales fee to registered dealers, or where permitted, non-registrants, in an amount determined by the Manager in its discretion, acting reasonably, payable at the time of the initial investment. See Item 8 – *Trust Compensation Paid to Dealers*.

RESALE RESTRICTIONS

You will be restricted from selling your Trust Units for an indefinite period. See Item 11 – *Trust Unitholder Resale Restrictions*.

PURCHASER'S RIGHTS

You have two business days to cancel your agreement to purchase the Trust Units. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 13 – *Trust Purchaser's Rights*.

No securities regulatory authority or regulator has assessed the merits of the Trust Units or reviewed this Offering Memorandum. Any representation to the contrary is an offence. There are risks associated with this investment. See Item 9 – *Trust Risk Factors*.

Prospective investors should thoroughly review this Offering Memorandum and are advised to consult with their own legal, investment, accounting, and tax advisors concerning this investment.

The Trust Units will be issued only on the basis of information contained in this Offering Memorandum, and any OM Marketing Materials incorporated by reference, and no other information or representation has been authorized nor may be relied upon as having been authorized by the Trust. Any subscription for the Trust Units made by any person on the basis of statements or representations not contained in this Offering Memorandum, or inconsistent with the information contained herein, shall be solely at the risk of such person. Neither the delivery of this Offering Memorandum at any time nor any sale of any of the Trust Units made hereunder shall, under any circumstances, constitute a representation or create any implication that there has been no change in the business and affairs of the Trust since the date hereof or that the information contained herein is correct as of any time subsequent to the date hereof.

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SUMMARY

The following is a summary of certain information contained in this Offering Memorandum, and reference should be made to the more detailed and additional information contained elsewhere in this Offering Memorandum. Capitalized terms in this Summary have the meanings ascribed to them in the Glossary unless the context otherwise requires. All dollar amounts stated herein, unless otherwise stated, are expressed in Canadian dollars.

- Offering:** A continuous offering of Class A Trust Units and Class F Trust Units. There is no minimum or maximum offering amount. See Item 5 – *Trust Securities Offered*. A subscriber whose subscription is accepted will become a Trust Unitholder.
- Subscription Price:** The subscription price per Trust Unit is equal to the Net Asset Value per Trust Unit of such Class at the applicable Valuation Date. See Item 5 – *Trust Securities Offered*.
- Minimum Subscription:** There is a minimum subscription of \$10,000 per purchaser. The Trust reserves the right to change the minimum subscription amount at any time. See Item 5 – *Trust Securities Offered*.
- Investment Objective:** The investment objective of the Trust is to seek a high level of income, notable risk adjusted returns and potential for long-term income generation on select investments with moderate volatility and low correlation to traditional publicly traded asset classes by investing all or substantially all of the net proceeds of the Offering in the Partnership. See Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses – Trust*.
- Use of Proceeds:** The Trust intends to invest all or substantially all of the net proceeds of the Offering in units of the Partnership. See Item 1.1 – *Use of Funds*.
- The Partnership intends to construct tailored investment structures where the General Partner will have active participation, often as a producer or in a similar role, utilizing asset-based debt and revenue participation structures with the investments negotiated on a one-off basis with motion picture and television companies and special purpose vehicles. See Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses – Partnership*.
- Trust Classes:** Trust Units are issuable in Classes. The outstanding Classes are denominated in Canadian dollars. All Classes have the same objectives, strategies and restrictions, but differ with respect to commissions and fees, as set out in this Offering Memorandum. The Net Asset Value per Trust Unit will be expressed in Canadian dollars. However, distributions allocable to each Class will differ as a result of the deduction of the amounts payable in respect of Trailer Fees for the Class A Trust Units. The Manager may, at any time and from time to time, authorize the Trust to issue additional Classes without the authorization of Trust Unitholders. Each Class will share in the same pool of investments on an equal *pro rata* basis. See Item 5 – *Trust Securities Offered*.
- Purchases of Trust Units may be effected by registered dealers through the settlement network operated by Fundserv using the following codes:

Class A Trust Units: QWE810

Class F Trust Units: QWE811**Distribution Policy:**

Subject to the Partnership declaring a distribution to Limited Partners, the Trust will make a distribution to each Trust Unitholder of a Class on a quarterly basis. For each quarter ending March 31, June 30, and September 30, and subject to the Partnership declaring a distribution to Limited Partners, the Manager will distribute an amount it deems appropriate. When the Trust receives distributions from the Partnership, quarterly distributions (for March 31, June 30 and September 30) will be paid in arrears, anticipated to be on or about 15 Business Days following the quarter to which the distribution relates.

Each Final Year End Distribution will equal 100% of the Trust's net income and net realized capital gains for the applicable Class for the year, less any reserves that the Manager deems appropriate and any previous distributions made in that year.

The Final Year End Distribution will be made in two payments. The first payment for the Final Year End Distribution will be made on or around January 15 following the most recent year end in an amount determined in the same manner as the previous March, June and September quarterly distributions. The second payment, if any, for the Final Year End Distribution will be paid in Trust Units in arrears not later than March 15 following the most recent year end in an amount equal to any amount payable in excess of the distributions previously paid. Only Trust Unitholders of record on December 31 of each year shall be entitled to the Final Year End Distribution.

Subject to a Trust Unitholder's election to receive distributions partially or wholly in Trust Units, distributions by the Trust may be paid in cash or Trust Units at the Manager's discretion. If the Trust has taxable income for which it has not received cash, the Trust may make distributions of such taxable income in Trust Units. Payment of income by the distribution of Trust Units may result in Trust Unitholders having a tax liability without a corresponding distribution of cash to pay that tax liability.

Trust Unitholders who redeem their Trust Units prior to a quarter-end or year-end will not participate in distributions for that calendar quarter or the Final Year End Distribution, as the case may be.

The Trust intends to distribute its net income and net realized capital gains, if any, in the year they are earned or realized to ensure that no income tax is payable by the Trust. If distributions to Trust Unitholders are in excess of net income and net realized capital gains, if any, of the Trust, the adjusted cost base of the Trust Units will generally be reduced. Alternatively, the Trust may record these excess distributions as advances to Trust Unitholders which are repaid by way of reducing subsequent year's distributions. See Item 6 – *Trust Distributions* and Item 7 – *Trust Income Tax Consequences and Registered Plan Eligibility*.

Redemption by Trust Unitholder:

Each Trust Unitholder may, upon request to the Manager in a manner and form acceptable to the Manager, redeem all or any part of such Trust Unitholder's Trust Units on a Redemption Date. Trust Units will be redeemed at a redemption price equal to the Net Asset Value per Trust Unit of such Class calculated as of the applicable Redemption Date, less applicable deductions

and fees.

Redemption requests must be given via Fundserv to the Manager not less than 15 Business Days prior to the Redemption Date in order for the redemption to be effective as of such Redemption Date. The redemption proceeds, less any applicable deductions and fees, will be paid to the redeeming Trust Unitholder no later than 60 Business Days following the later of the Redemption Date and the receipt by the Manager of properly completed redemption documents or the waiver by the Manager of all such properly completed documents. No interest will be paid to the Trust Unitholder on account of any delay in forwarding the proceeds of redemption to the Trust Unitholder.

Trust Units redeemed as of a Redemption Date prior to the 18-month anniversary of the Trust Unitholder's initial subscription for such Trust Units will be subject to an early redemption fee of 5% of the Net Asset Value per Trust Unit of the Trust Units redeemed, and any such early redemption fee will be deducted from the redemption proceeds otherwise payable to the Trust Unitholder, and any such early redemption fee will be to the benefit of the same Class of Trust Units subject to the early redemption fee. Redemption requests and fees are irrevocable except with the consent of the Manager in its absolute discretion.

Redemptions and the payment of redemption proceeds may be suspended in certain circumstances. See Item 5 – *Trust Securities Offered*.

Closings:

The Offering is continuous. Closings will take place monthly or on such dates as the Manager determines. See Item 5.2 – *Trust Subscription Procedure*.

Management Fees:

Annual Fee

The Trust will pay to the Manager 1/12 of 1.5% of the Net Asset Value of the Class A Trust Units on each Valuation Date, plus any applicable federal or provincial taxes.

The Trust will pay to the Manager 1/12 of 0.5% of the Net Asset Value of the Class F Trust Units on each Valuation Date, plus any applicable federal or provincial taxes.

Annual Incentive Allocation

PMI, in its capacity as General Partner of the Partnership, is entitled to receive an incentive allocation which will accrue to PMI on each Valuation Date and shall be paid to PMI on an annual basis in the manner set forth in the Offering Memorandum of the Partnership, a copy of which may be obtained from the Manager. PMI shall pay to the Manager, on an annual basis, an amount equal to 5.0% of the gross incentive allocation payable to PMI. See Item 3.1 – *Compensation and Securities Held – General Partner Annual Incentive Allocation*.

Sales Commissions and Trailer Fees:

Registered dealers may, at their discretion, charge purchasers a Sales Commission, which is a front-end sales commission of up to 5% of the subscription price of the Class A Trust Units being purchased. Any Sales Commission will be negotiated between the registered dealer and the

purchaser and will be deducted from the Gross Subscription Order and paid by the purchaser directly to the registered dealer.

In certain circumstances, registered dealers may be reimbursed for their due diligence costs, and other forms of consideration, and charge purchasers the Dealer Fee, which is an amount equal to up to 1% of the subscription price of the Class A Trust Units being purchased. The Dealer Fee will be deducted from the subscription and paid directly by the purchaser to the registered dealer.

The Trust will pay the Trailer Fee, which is an annual servicing fee equal to 1% per annum of the Net Asset Value of the Class A Trust Units sold by a registered dealer in respect of the Class A Trust Units, payable quarterly in arrears. See Item 8 – *Trust Compensation Paid to Dealers*.

Distribution on Termination:	In the event of the termination of the Trust, the Trust shall distribute to the Trust Unitholders, <i>pro rata</i> , their interest in the net assets of the Trust available for such distribution, subject to the rights of the Manager to determine and retain monies for termination costs and expenses. See Item 6.2 – <i>Distribution on Termination of the Trust</i> .
Taxation of the Trust and Trust Unitholders:	See Item 7 – <i>Trust Income Tax Consequence and Registered Plan Eligibility</i> .
Investment by Deferred Plans:	The Trust has been advised that, provided the Trust qualifies as “a mutual fund trust” as defined in the Tax Act at all relevant times, the Trust Units will be qualified investments for Deferred Plans. See Item 7 – <i>Trust Income Tax Consequences and Registered Plan Eligibility</i> .
No Transferability:	No Trust Unitholder is permitted to transfer Trust Units to any other person except with the consent of the Manager and in compliance with the Trust Agreement and applicable securities laws. See Item 11 – <i>Trust Unitholder Resale Restrictions</i> .
Risk Factors:	You should consult with your financial advisor and carefully consider your financial objectives when considering an investment in the Trust. Investment in the Trust Units involve risk. This Offering is not suitable for investors who cannot afford to assume moderate risks in connection with their investments. All investments in securities involve risk of the loss of all or part of the investor's original capital. See Item 9 – <i>Trust Risk Factors</i> .
Certificates:	Certificates for Trust Units will not be issued to Trust Unitholders.
Manager:	Qwest Investment Fund Management Ltd. is the manager (the “ Manager ”) of the Trust. The Manager is a corporation established under the laws of the Province of British Columbia. The Manager’s head office is located at Suite 732, 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1L2. The Manager is registered as an Investment Fund Manager, Portfolio Manager and Exempt Market Dealer in Alberta, British Columbia, Nova Scotia, Ontario, Québec, Manitoba and Saskatchewan. The Manager is also registered as an Investment Fund Manager in Newfoundland and Labrador.
Auditor:	KPMG LLP (Canada).

Legal Counsel:

LINMAC LLP.

Trustee:

Computershare Trust Company of Canada.

GLOSSARY

The following terms appear throughout this Offering Memorandum. Care should be taken to read each term in the context of the particular provision of this Offering Memorandum in which such term is used.

“Administrator” means SGGG Fund Services Inc.

“Auditor” means KPMG LLP (Canada).

“Business Day” means a day that is not Saturday, Sunday or a holiday in the Province of British Columbia.

“Calculation Date” means the last Business Day of March, June, September and December.

“Canadian IGA” means the Canadian Intergovernmental Agreement Regarding the Implementation of International Labour Cooperation Agreements.

“CAVCO” means the Canadian Audio-Visual Certification Office.

“Class” means a class of Trust Units.

“Class A Trust Units” means Class A Units of the Trust as described in Item 2.1 – *Structure of the Trust and General Partner and Partnership*.

“Class F Trust Units” means Class F Units of the Trust as described in Item 2.1 – *Structure of the Trust and General Partner and Partnership*.

“Class C Partnership Units” means Class C Units of the Partnership as described in Item 2.1 – *Structure of the Trust and General Partner and Partnership*.

“Class F Partnership Units” means Class F Units of the Partnership as described in Item 2.1 – *Structure of the Trust and General Partner and Partnership*.

“CRA” means the Canada Revenue Agency.

“CRS” means the Common Reporting Standard.

“Dealer Fee” means the up to 1% fee paid to registered dealers as described in Item 8 – *Trust Compensation Paid to Dealers*.

“Deferred Plan” means an RDSP, RESP, RRIF, RRSP, TFSA, and a trust governed by a deferred profit-sharing plan.

“Distribution Payment Date” means, for each of the first three calendar quarters of a calendar year, anticipated to be on or about 15 Business Days following the quarter to which the distribution relates. For the calendar quarter ending December 31, see Final Year End Distribution. See Item 6 – *Trust Distributions*.

“DRIP” means the distribution reinvestment plan of the Trust.

“Expense Limit” means the restrictions on Partnership Operating Expenses that can be charged to the Partnership as described in Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses*.

“FATCA” means the United States Foreign Account Tax Compliance Act, as amended from time to time.

“Final Year End Distribution” means the final distribution of the Trust’s net income and net realized capital gains for

the applicable Class for the year to be made in respect of each December 31 year end. See Item 6 – *Trust Distributions*.

“Fundserv” means Fundserv Inc.

“General Partner” means Productivity Media Inc., the general partner of the Partnership.

“Gross Subscription Order” means a subscription for Trust Units.

“IRS” means the United States Internal Revenue Service.

“Limited Partnership Agreement” means as of 60 days from date of notice the fourth amended and restated limited partnership agreement dated June 15, 2015, as the same may be further amended, restated or supplemented from time to time and the third amended and restated limited partnership agreement dated June 15, 2015, until such date.

“Management Fee” means any monthly management fees payable to the General Partner from the Partnership as described in Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses*.

“Manager” means Qwest Investment Fund Management Ltd.

“Manager Parties” means the Manager’s affiliates, subsidiaries and agents, and their respective directors, officers and employees.

“Material Fact” means a fact that would reasonably be expected to have a significant effect on the value of the Trust Units.

“Misrepresentation” means: (a) an untrue statement of a Material Fact; (b) an omission to state a Material Fact that is required to be stated; or (c) an omission to state a Material Fact that is necessary to be stated in order for a statement not to be misleading.

“Net Asset Value” means the Net Asset Value of the Trust, the Net Asset Value of a Class, or the Net Asset Value per Trust Unit, as the context requires. See Item 5.1 – *Trust Terms of Securities*.

“Net Asset Value of a Class” means the net asset value of the Trust Units of a particular Class calculated in accordance with Item 5.1 – *Trust Terms of Securities*.

“Net Asset Value of the Trust” means the net asset value of all of the Trust Units calculated in accordance with Item 5.1 – *Trust Terms of Securities*.

“Net Asset Value per Trust Unit” means the net asset value of a particular Trust Unit calculated in accordance with Item 5.1 – *Trust Terms of Securities*.

“New Media Project” means new motion picture and television series productions to be partially financed by the Partnership.

“Non-residents” means non-residents of Canada and partnerships that are not Canadian partnerships within the meaning of the Tax Act.

“Offering” means the offering of the Trust Units contemplated by this Offering Memorandum.

“Offering Memorandum” means this offering memorandum.

“OM Marketing Materials” means any marketing materials or other written communication, other than an OM standard term sheet (as such term is defined in National Instrument 45-106 – *Prospectus Exemptions*), intended for

prospective investors regarding the Offering that contains material facts relating to the Trust, Trust Units or the Offering.

“Operating Expenses” means the operating expenses of the Trust, including, without limitation: legal fees related to the preparation of the Trust’s documents, dealer approval expenses, administrative fees and expenses of the Trust, such as the fees of the Trustee; accounting and legal costs; insurance premiums; audit, registrar and transfer agency fees; administrative and valuation services fees; bookkeeping and recordkeeping costs; costs associated with Fundserv; reasonable out-of-pocket expenses incurred by the Manager or its agents in connection with their ongoing obligations to the Trust; additional fees payable to the Manager for the performance of extraordinary services on behalf of the Trust; fees, costs and expenses relating to the issue, re-designation and redemption of Trust Units; all Trust Unitholder related communication (e.g. print and electronic) and meeting expenses; all costs incurred in the preparation of documents required to comply with applicable securities laws and reasonable extraordinary or non-recurring expenses, including litigation expenses.

“Operating Reserve” means the amount of the Trust’s assets the Manager may, from time to time, maintain in cash or cash equivalents for the purposes of paying the expenses of the Trust or funding redemptions of the Trust Units.

“Ordinary Resolution” means a resolution approved by a majority of the votes cast by those Trust Unitholders holding Trust Units who voted on the resolution, in person or by proxy, at a duly constituted meeting of Trust Unitholders of a Class, or at any adjournment thereof, called and held in accordance with the Trust Agreement, or a written resolution signed by Trust Unitholders of the Class entitled to vote on the resolution representing, in the aggregate, more than 50% of the Net Asset Value of the Trust, or more than 50% of the Net Asset Value of a Class, as applicable, as provided in the Trust Agreement.

“PMI” means Productivity Media Inc.

“Partnership” means Productivity Media Income Fund I, LP.

“Partnership Operating Expenses” means the operating expenses of the Partnership as described in Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses*.

“Partnership Units” means limited partnership units of the Partnership.

“person” includes any individual, corporation, partnership, association, syndicate, organization, trust, trustee, executor, administrator or other legal representative.

“Principal Holder” means a person who directly, or indirectly, beneficially owns or controls 10% or more of the Trust Units.

“Promoter” means Qwest Investment Management Corp.

“RDSP” means a trust governed by a registered disability savings plan, as defined in the Tax Act.

“Redemption Date” means the last Business Day of a calendar month, or such other dates as the Manager may permit.

“RESP” means a trust governed by a registered education savings plan, as defined in the Tax Act.

“RRIF” means a trust governed by a registered retirement income fund, as defined in the Tax Act.

“RRSP” means a trust governed by a registered retirement savings plan, as defined in the Tax Act.

“Sales Commission” means the front-end sales commission of up to 5% of the subscription price of the Class A Trust Units being purchased as described in Item 8 – *Trust Compensation Paid to Dealers*.

“Securities Authorities” means the securities commissions and similar regulatory authorities of each of the provinces and territories of Canada.

“Special Resolution” means a resolution approved by a majority of not less than 66⅔% of the votes cast by those Trust Unitholders holding Trust Units who voted on the resolution, in person or by proxy, at a duly constituted meeting of Trust Unitholders of a Class, or at any adjournment thereof, called and held in accordance with the Trust Agreement, or a written resolution signed by Trust Unitholders of the Class entitled to vote on the resolution representing, in the aggregate, not less than 66⅔% of the Net Asset Value of the Trust, or not less than 66⅔% of the Net Asset Value of the Class, as applicable, as provided in the Trust Agreement.

“Subscription Agreement” means the subscription agreement for the Trust Units.

“Tax Act” means the *Income Tax Act* (Canada).

“TFSA” means a trust governed by a tax-free savings account, as defined in the Tax Act.

“Trailer Fee” means the 1% service fee paid to registered dealers as described in Item 8 – *Trust Compensation Paid to Dealers*.

“Trust Agreement” means the Trust Agreement dated March 17, 2016, between the Manager and the Trustee, as amended, restated or supplemented from time to time.

“Trustee” means Computershare Trust Company of Canada.

“Trustee Parties” means the Trustee’s directors, officers, employees and agents.

“Trust Unitholders” means holders of Class A Trust Units and/or Class F Trust Units.

“Trust Units” means the Class A Trust Units and/or Class F Trust Units.

“Valuation Date” means the last Business Day of a calendar month.

NOTE ON INFORMATION CONCERNING THE PARTNERSHIP

The information contained in this Offering Memorandum, or any OM Marketing Materials incorporated by reference, relating to the Partnership has been provided by the General Partner of the Partnership. In preparing this Offering Memorandum, the Trust has relied upon such information provided by the General Partner to ensure that this Offering Memorandum contains full, true and plain disclosure of all material facts relating to the Partnership.

CANADIAN CURRENCY

All dollar amounts stated herein, unless otherwise stated, are expressed in the currency of Canada.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offering Memorandum and any OM Marketing Materials incorporated by reference may constitute forward-looking information within the meaning of securities laws. Forward-looking information may relate to the Trust's future outlook and anticipated events or results and may include statements regarding financial position, business strategy, budgets, litigation, projected costs, capital expenditures, financial results, taxes, plans and objectives of or involving the Trust. Particularly, statements regarding future results, performance, achievements, prospects or opportunities for the Trust or the film industry are forward-looking statements. In some cases, forward-looking information can be identified by terms such as "may", "might", "will", "could", "should", "would", "occur", "expect", "plan", "anticipate", "believe", "intend", "estimate", "predict", "potential", "continue", "likely", "schedule", or the negative thereof or other similar expressions concerning matters that are not historical facts. Some of the specific forward-looking statements include, but are not limited to: the Trust's intention with respect to, and ability to execute, its growth strategies; the General Partner's expectations for the independent film markets in Canada, the United States and internationally; the servicing of those markets by traditional financial institutions; the opportunities available to the Partnership; the use of the net proceeds of the Offering to be received by the Trust; the Trust's access to available sources of debt and/or equity financing; future legislative and regulatory developments which may affect the Trust; the expected tax treatment of the Trust; the Trust's ability to meet its stated business objectives; the expectations for the types of investments to be made, and the anticipated potential return on such investments; the expectations of the Net Asset Value per Trust Unit; and interest rates and the future interest rate environment. The Trust has based these forward-looking statements on factors and assumptions about future events and financial trends that it believes may affect its financial condition, results of operations, business strategy and financial needs, including expectations about general economic conditions in Canada and the United States over the next 12 months, that inflation will remain relatively low, that tax laws remain materially unchanged, that the Canadian capital markets will provide the Trust with access to equity and/or debt at reasonable rates when required and that the General Partner will continue its involvement with the Trust on the basis described in this Offering Memorandum or any OM Marketing Materials incorporated by reference. These statements involve known and unknown risks, uncertainties and other factors, many of which are beyond the Trust's control, which may cause the Trust's or the industry's actual results, performance, achievements, prospects, opportunities or events to differ materially from those anticipated in such forward-looking statements. The Manager believes that the expectations with respect to the Trust and the Partnership's objectives, including without limitation, to the independent film market, the availability of New Media Projects and the Partnership's recoupment process reflected in those forward-looking statements are reasonable but no assurance can be given that these expectations will prove to be correct and such forward-looking statements included in this Offering Memorandum or any OM Marketing Materials incorporated by reference should not be unduly relied on. These statements speak only as of the date of this Offering Memorandum or as of the date specified in such statements, as the case may be. The Trust does not undertake any obligation to update or revise publicly any such forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law. Information contained in this Offering Memorandum or any OM Marketing Materials incorporated by reference constituting a financial outlook is presented for information purposes only to indicate General Partner's expectation with respect to specific projects and readers are cautioned that the information may not be appropriate for other purposes. Investors are urged to read Item 9 – *Trust Risk Factors* of this Offering Memorandum for a discussion of other factors that may impact the Trust and the Partnership.

OM MARKETING MATERIALS

Any OM Marketing Materials of the Trust prepared and distributed to investors in connection with the Offering, including any OM Marketing Materials that are effective after the date of this Offering Memorandum and before the termination of the Offering, are deemed to be incorporated by reference in this Offering Memorandum.

Copies of any of the Trust's OM Marketing Materials incorporated by reference herein may be obtained on request without charge from the Trust or are publicly available on SEDAR.

Any statement contained in this Offering Memorandum or in a document incorporated or deemed to be incorporated by reference herein is deemed to be modified or superseded for the purposes of this Offering Memorandum to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein, modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement is not deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded is not deemed, except as so modified or superseded, to constitute a part of this Offering Memorandum.

Information contained or otherwise accessed through the Manager's website or any third-party website does not form part of this Offering Memorandum or the Offering.

MARKET AND INDUSTRY DATA

This Offering Memorandum includes market and industry data that were obtained from third-party sources, industry publications and publicly available information. The Trust believes that the market and industry data are accurate but there can be no assurance as to the accuracy or completeness of this data. Third-party sources generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information. Although the Trust believes it to be reliable, the Trust has not independently verified any of the data or third-party sources referred to in this Offering Memorandum, or analyzed or verified the underlying studies or surveys relied upon or referred to by such sources or ascertained the underlying economic assumptions relied upon by such sources.

INTERPRETATION

As used in this Offering Memorandum, unless the context otherwise indicates or requires, the term "Trust" is referring to the Trust, as managed by the Manager, and in the context of the Trust's operations, is referring to the Trust's operations as carried out by the Manager on behalf of the Trust.

ITEM 1 TRUST'S USE OF FUNDS

1.1 Use of Funds

The Trust intends to invest all or substantially all of the net proceeds of the Offering in Partnership Units. The Manager may, however, from time to time, maintain an Operating Reserve and manage redemptions of Trust Units by Unitholders. Amounts maintained as an Operating Reserve in respect of expenses of the Trust shall not reduce or otherwise affect, in a manner different than other Classes, the Net Asset Value of a Class from which the Operating Reserve was funded.

The Partnership intends to use the net proceeds from the issue and sale of the Partnership Units to enable the Partnership to fund a portion of the production costs to complete various New Media Projects. See Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses – Partnership*.

1.2 Reallocation

The Trust intends to spend the funds in accordance with its investment objectives and strategies set out herein. It will reallocate funds only for sound business reasons.

ITEM 2 BUSINESS OF THE TRUST, GENERAL PARTNER AND PARTNERSHIP

2.1 Structure of the Trust and General Partner and Partnership

Trust

The Trust is an open-ended unit trust formed on March 17, 2016, under the laws of the Province of Alberta by the Trust Agreement. The Trustee acts as the trustee of the Trust and the Manager acts as the manager of the Trust in accordance with the terms of the Trust Agreement. See Item 2.7 – *Trust's Material Agreements*.

An investment in the Trust is represented by Trust Units. The Manager has the sole discretion to determine whether the capital of the Trust is divided into one or more Classes, the attributes of each Class, and whether the Trust Units of any Class should be re-designated as Trust Units of a different Class. The number of Trust Units that may be issued by the Trust is unlimited. There are two Classes of Trust Units (Class A Trust Units and Class F Trust Units) offered for sale by the Trust. The attributes and characteristics of the Class A Trust Units and the Class F Trust Units are described in Item 5.1 – *Trust Terms of Securities*. Additional Classes of Trust Units may be offered in the future without notice to, or approval of, existing Trust Unitholders and may have different attributes as determined by the Manager.

The Trustee holds the property of the Trust in trust for the Trust Unitholders in accordance with the terms of the Trust Agreement. The Trustee has delegated the power and responsibility to manage the business and affairs of the Trust to the Manager. Trust Unitholders do not have individual ownership of any property or asset of the Trust and the interest of a Trust Unitholder consists only of the right to receive payment from the Trust of the Trust Unitholder's interest in the Trust at the time, place, in the manner and subject to the conditions described herein and in the Trust Agreement.

The Trust may, in the sole discretion of the Manager, appoint individuals or firms to an advisory board of the Trust and retain consultants. Any fees payable to the advisory board or consultants shall be paid by the Trust.

The principal office of the Trust is: Four Bentall Centre, 1055 Dunsmuir Street, Suite 732, Box 49256, Vancouver, BC V7X 1L2.

The fiscal year end of the Trust is December 31st in each year and the taxation year end is December 31st in each year.

KPMG LLP (Canada) has been appointed by the Manager as auditor of the Trust. Its office address is 777 Dunsmuir

Street, Vancouver, British Columbia, V7Y 1K3.

LINMAC LLP has been appointed by the Manager as the lawyers of the Trust. Its office is located at 350 – 7th Ave. SW, Suite 1400, Calgary, Alberta, T2P 3N9.

SGGG Fund Services Inc. has been engaged by the Manager to act as the Administrator to provide administration services to the Trust including recordkeeping and fund valuation. Its office is located at 121 King Street West, Suite 300, Toronto, Ontario, M5H 3T9.

Partnership

The Partnership is a limited partnership formed under the laws of the Province of Ontario pursuant to the *Limited Partnership Act* (Ontario) by the filing and recording of a declaration on February 29, 2012. The day-to-day business and affairs of the Partnership are managed by the General Partner pursuant to the provisions of the Amended and Restated Limited Partnership Agreement dated June 15, 2015. The General Partner is also responsible for investing the Partnership's assets in accordance with the stated investment objectives of the Partnership.

Class C units of the Partnership ("**Class C Partnership Units**") and class F units of the Partnership ("**Class F Partnership Units**") were created for the purposes of facilitating an investment in the Partnership by the Trust and are not being offered to investors pursuant to this Offering Memorandum.

MNP LLP has been appointed by the General Partner as the auditor of the Partnership. Its office is located at 111 Richmond Street West, Suite 300, Toronto, Ontario, M5H 2G4.

Apex Fund Services (Canada) Ltd. has been engaged by the General Partner to provide administration services to the Partnership including recordkeeping and fund valuation. Its office is located at 350 Bay St., Suite 1200, Toronto, Ontario, M5H 2S6.

General Partner

The General Partner is a corporation incorporated under the laws of the Province of Ontario on January 17, 2012. The offices of the General Partner are located at 2521 Wyecroft Road, Oakville, Ontario, L6L 6P8.

The General Partner is responsible for the management and control of the business and affairs of the Partnership on a day-to-day basis in accordance with the terms of the Limited Partnership Agreement. The General Partner is also responsible for managing the overall business of the Partnership as well as investing the Partnership's assets in accordance with the stated investment objectives of the Partnership. The principals of the General Partner may establish and manage other investment funds from time to time. The General Partner may from time to time employ or retain any other person or entity to manage on behalf of the General Partner or to assist the General Partner in managing or providing administrative and investment advisory services to all or any portion of the assets of the Partnership and in performing other duties of the General Partner as set out in the Limited Partnership Agreement. The General Partner has delegated certain of its duties and powers to Apex Fund Services (Canada) Ltd., in its capacity as the administrator of the Partnership.

The General Partner must exercise the powers granted to it and discharge its duties in accordance with the standard of care as set out in the Limited Partnership Agreement.

The directors of the General Partner are William G. Santor, John Hills, Andrew Chang-Sang and Shara Lerman.

2.2 Description of the Trust, General Partner and Partnership Businesses

The Trust will make investments in accordance with the investment objectives, strategies and restrictions as set out below.

Trust

Investment Objective

The investment objective of the Trust is to achieve a high level of income, notable risk adjusted returns and potential for long-term income generation on select investments with moderate volatility and low correlation to traditional publicly traded asset classes. The Trust seeks a similar return to the Partnership by investing all or substantially all of its assets in Partnership Units.

Investment Strategy

The investment strategy of the Trust is to invest all or substantially all of the Trust's assets in Partnership Units. The net proceeds attributable to each Class of Trust Units issued in a fiscal year will generally be invested in Partnership Units. The Manager may, however, from time to time, maintain a portion of the Trust's assets in cash or cash equivalents for the purposes of paying expenses of the Trust and/or funding redemptions.

Except as otherwise noted below, the investment strategies of the Partnership are applicable to the Trust to the extent its assets are invested in Partnership Units.

Investment Restrictions

The investments of the Trust are generally restricted to Partnership Units and temporarily holding cash in interest bearing accounts, government debt or short-term investment grade corporate debt or money market mutual funds or money market exchange-traded funds for the purposes of paying the expenses and liabilities of the Trust, paying amounts payable by the Trust in connection with the redemption of any Trust Units of the Trust, expenses incurred in connection with the operation and administration of the Trust, and making distributions to Trust Unitholders, as applicable.

The Trust cannot acquire or authorize the purchase of any security, asset or investment on behalf of the Trust or use any assets of the Trust or undertake any activity or take any action that would result in the Trust not being considered a "mutual fund trust" for purposes of the Tax Act if any Trust Unitholders would be prejudiced thereby.

The Trust may borrow for any purpose and secure these borrowings with liens or other security interests in its assets.

The investment restrictions of the Partnership are applicable to the Trust to the extent its assets are invested in Partnership Units.

Partnership

Investment Objective

The investment objective of the Partnership is to achieve a high level of interest income, notable risk-adjusted returns and potential for long-term income generation on select investments with moderate volatility and low correlation to traditional publicly traded asset classes.

The Partnership intends to achieve this objective primarily by investing in New Media Projects, as described in more detail below.

Investment Strategy

In general, the General Partner arranges for late-stage unique capital participation that may be comprised of a combination of asset-based loans, senior loans, tax liens, letters of credit, corporate guarantees of completion and revenue participation rights. These arrangements will enable the Partnership to fund a portion of the production costs

to complete various New Media Projects. The Partnership's target market includes Canadian, American, United Kingdom, French, German, Maltese, Australian and New Zealand film and television producers (as well as film and television producers from such other jurisdictions as may be determined by the General Partner from time to time) with budgets in the range of US\$2 million to US\$50 million, with special consideration sometimes made for smaller or larger films.

Investments will tend to have initial capital payback targets that range from 24 to 36 months and future participation arrangements that can, in many cases, continue in perpetuity. Further, the General Partner generally seeks long-term revenue participation rights in addition to exercising control over the short-term decision making of the production company to help ensure short-term investment recoupment. The General Partner does not intend to participate directly as an unsecured equity investor but will seek to infuse capital ranking ahead of unsecured investors, and recoup capital prior to their repayment in most instances.

The General Partner will customize each loan to address the unique elements of each New Media Project. Investment decisions will be based upon a variety of quantitative and qualitative factors including, but not limited to, the following:

- track record of the producer;
- experience of the sales agent, together with the credibility of their sales estimates;
- marketability of the creative attachments;
- availability of preferential repayment methods such as government tax incentive payments, as applicable;
- quality of the distributors pre-sold to date;
- anticipated future distribution rights; and
- position of capital and advanced capital-to-expected revenue ratios.

Payment obligations will be secured by a variety of collateral, including tangible and intangible assets, specified sales and distribution rights, or state, provincial or federal government rebate programs or tax credits. No assurance can be provided that the value of the collateral will be sufficient to cover the amount owed.

Incidental to the strategy, the General Partner intends to maintain a portion of the Partnership's assets in cash or cash equivalents.

The Independent Film Market

The film industry provides a unique investment opportunity that, in the General Partner's view, is not correlated to other traditional securities such as stocks, bonds and resources. In both good and bad economic times, research shows that consumers will spend money on a night out at the movies or will watch a movie on a home video device either by rental or purchase. Global box office revenues reached US\$21.3 billion in 2021 (up 81% from 2020 but below pre-pandemic levels). Similarly, global home entertainment consumer spending was US\$78.5 billion in 2021 (14% increase compared to 2020). This growth was driven by the digital market which increased 11% in the U.S. and 24% internationally. (Source: MPAA 2022 Theatrical and Home Entertainment Market Environment report). Another notable data point is that there was a significant return to production in 2021 due largely to the early and effective implementation of the industry's strict health and safety protocols.

Independent films are those produced and distributed outside of the major Hollywood studio system. Created on budgets much lower than the size of studio films, "indies" are often driven by the quality of their writing and acting rather than by huge advertising campaigns or special effects. Because of their small size, successful indie films have

the potential to provide a much higher return on investment than larger films. The number of films released in 2021 was 943, an increase of 14% from 2020 (Source: MPAA 2022 Theatrical and Home Entertainment Market Environment report).

While the Partnership is not dependent on box office revenues to satisfy the debt repayment, some of the Partnership's investments may provide profit participation in the form of an unsecured contractual right to receive a percentage of the net profits of a particular production. This profit participation could provide additional returns to the Partnership over and above the stated interest rate on the debt if a film performs well at the box office. However, there is no guarantee that any amounts will be generated from this contractual net profit participation.

Competition

There is competition in the film financing industry with programs offered by the Federal Government programs, provincial government programs, banks and private lenders which may or may not be competitors to the Partnership. The Partnership is focused on New Media Projects.

Investment Guidelines

The Partnership seeks to achieve returns by profiting from the active market in New Media Projects, opportunities that result from a lack of alternative financing and capital available to propel the later stages of film and media projects. As a fund focused on receiving tax credit receivables, government receivables, distribution sales revenues as well as unknown future revenue streams of New Media Projects, there is some potential for moderate quarterly volatility. The General Partner seeks to mitigate the volatility through diversification of ventures. Participation and control rights included are supplemental to the provision of capital investment. Such participation and control rights may include preferential claims to cash flows, claims to future media revenues and claims on tax credits available to the production company. The General Partner effects control through the arrangement of a mortgage on the copyright.

The General Partner will assist in the structuring and financing of directional exposures to newly capitalizing New Media Projects by taking a variety of participation and payment rights in the revenue streams of these properties that may include a combination of inter-related claims such as:

- Loans with preferential treatment to other creditors due to collateral claims on sales agent fees and tax credit recoupment, and all other available rights; and
- Ongoing revenue participation rights paid *pari passu* with, or ahead of, the original equity investors of the New Media Project, after the original loan has been retired with interest.

The General Partner will seek to recoup all of the original invested capital within 36 months or less of the original investment but also to obtain long-term revenue participation rights that can continue in perpetuity.

Investment Process

William Santor, Chief Executive Officer and a director of the General Partner, is responsible for leading the General Partner's investment committee (the "**Investment Committee**"). The Investment Committee is responsible for:

- (a) reviewing the General Partner's adherence to the Partnership's investment objectives, strategies and restrictions;
- (b) developing and recommending control, due diligence and investment process policies; and
- (c) reviewing and reporting the Partnership's performance, at least monthly.

Mr. Santor will rotate members of the Investment Committee from among both internal and external service providers as it is relevant to the prudent management of existing and potential investments.

Sourcing of New Media Projects will be conducted through the extensive network of the principals and members of the General Partner's Investment Committee. Once a potential New Media Project is sourced for the Partnership by the General Partner, the General Partner will perform its due diligence and examine how the New Media Project will fit into the Partnership's overall investment portfolio. An example of the General Partner's due diligence process is described below:

Initial Review

At an early stage in the New Media Project origination cycle, a general partner team reviews an array of materials, including, but not limited to: the detailed budget, shooting schedule, financing structure, chain-of-title summation, tax credit estimate, and any tax credit opinion or interim letters. In general, the Investment Committee will reject a potential New Media Project for any of the following reasons:

- (a) Financing plan not realistic;
- (b) Budget not realistic;
- (c) Little or no market value to distributors to buy completed project;
- (d) Too early state for investment;
- (e) Key Cast not yet attached; or
- (f) Inexperienced producer, director, etc.

Once the above information has been gathered and approved, the prospective New Media Project will be presented to the General Partner's Investment Committee for approval and further diligence.

Secondary Review

If the Investment Committee is interested in pursuing an investment in a New Media Project, more detailed information will be required in the second stage of the General Partner's due diligence process, including, but not limited to:

- (a) All relevant corporate documentation (articles of incorporation, by-laws, certificate of good standing, corporate resolutions, etc.);
- (b) Evidence of all insurance requirements, such as general, errors and omissions and entertainment package;
- (c) Sales, broadcast and/or distribution agreements;
- (d) the CAVCO Schedule A Application (for projects in Canada);
- (e) Personal and corporate credit checks; and
- (f) Professional references, independent of those provided by the producer directly.

Structuring

Once the Investment Committee has given the final approval for investment in the New Media Project, the complete

legal process begins in stage three with the negotiation of terms. Among others, some of the documents negotiated, drafted and executed in stage three may include:

- (a) General security agreement;
- (b) Copyright mortgage and assignment;
- (c) Certified cost report and cost to complete;
- (d) Certified final locked budget;
- (e) Assignment and interparty agreements (as necessary) with sales company;
- (f) Agent agreement, direction to CRA or state government office;
- (g) Searches and undertakings (including registration of security on production company), subordination agreements (as appropriate) with third party lenders;
- (h) Corporate and chain of title legal opinion letters;
- (i) Director resolution; and
- (j) Agreement on complete transition.

Execution

Upon closing, and at the appropriate and agreed upon time within the New Media Project's cash flow schedule, funds will be advanced to the production company for usage in completion of the production. The method of payment, banking information and collection procedures will have been negotiated and provided for in the documents referred to in stage three above.

Recoupment Process

Following the investment process, the ongoing monitoring of the Partnership's investment is focused on the recoupment process, in which the General Partner may act in the role of producer or as a claimant. At this stage of the process, the oversight required often includes:

- (a) Monitoring cash flows;
- (b) Reviewing project completion schedules;
- (c) Submitting and reviewing tax credit claims;
- (d) Exercising veto rights on business and pre-sale decisions with the New Media Project;
- (e) Assuming control of assets over copyrights and other collateral provided; and
- (f) Other activities as required to effectively monitor.

The Partnership will recoup its investment in New Media Projects through three possible approaches:

- (1) *Directional Assignment*

The Partnership will receive refundable tax credits and other government incentives from CRA or CAVCO and may receive such credits or incentives from the governments of other jurisdictions, which, in keeping with the respective regulations of the CRA and CAVCO, are issued to the production accountants in trust for the Partnership. The Partnership will enter into directional assignments with such accountants pursuant to which such funds will be assigned directly to the Partnership.

(2) *Collection Account Management Agreement*

The Partnership intends to enter into collection account management agreements with services providers such as Freeway Entertainment Group. Such service providers act as collection account managers to collect at source in a secured collection account a New Media Project's revenue. In this collection account, all collected revenues are allocated to the financiers, (co-)producer(s), sales agent and talent in accordance with the New Media Project's pre-agreed revenue sharing waterfall and paid out at agreed intervals or upon request.

(3) *Foreclosure*

In general, the Partnership will obtain a security interest from a New Media Project which mortgages or pledges an asset, such as its intellectual property, to secure the Partnership's investment. Foreclosure is a specific legal process in which the Partnership will attempt to recover the balance of its investment in a New Media Project that has not made proper repayment to the Partnership by forcing the sale of the asset used as the collateral for the Partnership's investment (i.e. the New Media Project's intellectual property or other assets).

General Partner and Partnership Fees and Expenses

Management Fees

As compensation for providing investment management services to the Partnership, the General Partner receives a monthly management fee (the "**Management Fee**") from the Partnership attributable to each class of Partnership Units. Each class of Partnership Units is responsible for the Management Fee attributable to that class. The Trust's Class A Trust Units invests in the Partnership's Class C Partnership Units and the Trust's Class F Trust Units invests in the Partnership's Class F Partnership Units.

<i>Class C Partnership Units:</i>	The Partnership pays the General Partner a monthly Management Fee equal to 1/12 of 1.5% of the net asset value of all issued and outstanding series of the Class C Partnership Units (determined in accordance with the Limited Partnership Agreement), plus any applicable federal and provincial taxes, calculated and payable on the first Business Day of each month.
<i>Class F Partnership Units:</i>	The Partnership pays the General Partner a monthly Management Fee equal to 1/12 of 0.5% of the net asset value of all issued and outstanding series of the Class F Partnership Units (determined in accordance with the Limited Partnership Agreement), plus any applicable federal and provincial taxes, calculated and payable on the first Business Day of each month.

Incentive Allocation

Pursuant to the terms of the Limited Partnership Agreement, the General Partner will be entitled to receive an incentive allocation (the "**Incentive Allocation**") which will accrue to the General Partner on each Valuation Date on the basis described below and paid to the General Partner on an annual basis. With respect to the Incentive Allocation calculation, the Partnership will maintain separate capital accounts for each Limited Partner.

The Incentive Allocation will accrue to the General Partner on any Valuation Date (a) if the net profits (or cumulative net profits, as the case may be) for the applicable fiscal year (or part thereof) exceed the Partnership loss carry forward amount (as described in further detail below) and (b) if, on the Valuation Date, the net profits (or cumulative net

profits, as the case may be) to be allocated to the Limited Partners exceed the net losses (or cumulative net losses) so allocated to the Limited Partners by an amount which is more than 8% on an annualized basis, pro-rated for part years (the “**Hurdle Rate**”).

The loss carry forward amount for a particular Limited Partner will be the sum of all prior net losses allocated to the Limited Partner that have not been subsequently offset by net profits allocated to the Limited Partner; provided that the loss carry forward amount will be reduced proportionately to reflect any withdrawals made by such Limited Partner. Negative returns will thereby be carried forward indefinitely.

If, on a Valuation Date, the net profits of the Partnership that have been allocated to the Limited Partners on such Valuation Date exceed the net losses so allocated to the Limited Partners by an amount which is equal to or greater than the Hurdle Rate, then (i) in respect of class C and F Partnership Units, 50% of the residual of such excess amount shall be reallocated to the General Partner as the Incentive Allocation on such Valuation Date.

Producer Origination Compensation and Expenses

Producers are typically charged a closing fee with respect to New Media Projects. This fee covers origination fees and legal, administration and governance expenses. The Limited Partnership generally receives revenue in connection with origination fees of 3% - 4% of the principal amount of the loan issued by the Limited Partnership with respect to such New Media Project (“**Producer Origination Compensation**”). The balance of the fee is used to pay expenses, which may include, without limitation, compensation payable to the General Partner or its agent for closing expenses of a New Media Project. Legal, administration and governance expenses charged to the New Media Project will be capped in accordance with the General Partner’s credit policy. Any expenses incurred in excess of such limit will be borne and paid by the General Partner.

Partnership Operating Expenses

Except as otherwise set forth herein, the Partnership is responsible for its own operating expenses including expenses that are directly related to the management of the Partnership or expenses incurred to originate or recoup capital from investments made and the General Partner is entitled to reimbursement from the Partnership for all costs actually incurred by it, in connection with the ongoing activities of the Partnership, including but not limited to legal, audit, custodial and safekeeping fees; consulting and other professional fees relating to particular investments of the Partnership; third-party valuation expenses; all expenses associated with the underwriting, servicing, collection and liquidation of investments of the Partnership; distribution expenses; taxes; tax preparation fees; interest; general operating and administrative costs directly attributable to running the Partnership; recordkeeping costs; costs associated with processing subscriptions, re-designations, redemptions of Partnership Units and distributions; and the costs of reports to and meetings of the Limited Partners (collectively, the “**Partnership Operating Expenses**”).

Each class and/or series of Partnership Units is responsible for the Partnership Operating Expenses that relate specifically to that class and/or series and for its proportionate share of the common Partnership Operating Expenses of the Partnership that relate to all classes and/or series of Partnership Units. The Partnership is required to pay harmonized sales tax (HST) on the Management Fee and most of the other fees and expenses which it pays.

It is the General Partner’s current intention to limit the Partnership Operating Expenses that are charged to the Partnership to 0.5% of the net asset value of the Partnership (the “**Expense Limit**”). To the extent the Partnership Operating Expenses exceed the Expense Limit, such expenses will be paid by the General Partner. The General Partner may, from time to time in its discretion, pay a greater portion of the Partnership Operating Expenses on behalf of the Partnership and/or change the Expense Limit. While the General Partner may, from time to time, waive any portion of the reimbursement of expenses otherwise payable to it from the Partnership, no such waiver affects its rights to receive reimbursement of expenses subsequently accruing to it.

All costs associated with the monitoring and management of the ongoing investments made by the Partnership (including related travel expenses) will be borne and paid by the General Partner.

Marketing and Organizational Expenses

All expenses related to marketing and promotion of the Partnership and all organizational and offering expenses of the Partnership will be borne and paid by the General Partner.

Distributions and Allocation of Net Profits or Net Losses

Distributions

Unless the General Partner determines otherwise, in its sole discretion, the Partnership targets making quarterly cash distributions to Limited Partners equal to 5% per annum in addition to those made in connection with the redemption of Partnership Units of the Partnership. The General Partner reserves the right to change or halt quarterly cash distributions, in its sole discretion.

Computation and Allocation of Net Profits or Net Losses

Generally, net profits or net losses (as such terms are defined in the Limited Partnership Agreement) of the Partnership which are allocable to Limited Partners during any fiscal period will be allocated on each Valuation Date to Limited Partners in accordance with their respective Proportionate Interest through changes to the net asset value of the Partnership Units held by them as at such Valuation Date, subject to adjustment to reflect subscriptions and redemptions of Partnership Units made during the fiscal period.

Net profits of the Partnership for any fiscal year will be allocated as to 99.999% to the Limited Partners and as to 0.001% to the General Partner. Net losses of the Partnership for any fiscal year will be allocated as to 99.999% to the Limited Partners and as to 0.001% to the General Partner. The General Partner reserves the right to adjust allocations to account for Partnership Units purchased or redeemed during a fiscal year and other relevant factors.

Allocations of Income or Loss for Tax Purposes

The Partnership will allocate its income or loss calculated in accordance with the provisions of the Tax Act and the Limited Partnership Agreement to the General Partner and to the Limited Partners in the same manner, as nearly as practicable, as net profits or net losses will be allocated.

Where in the course of any fiscal year Partnership Units are redeemed by one or more Limited Partners or acquired from the Partnership, the General Partner with oversight from the administrator of the Partnership, may, but is not required to, adopt an allocation policy intended to allocate income and loss for tax purposes in such manner as to account for Partnership Units which are purchased or redeemed throughout such fiscal year.

Administrator Fees

Pursuant to an administration agreement dated April 30, 2012, Apex Fund Services (Canada) Ltd. was appointed to provide administrative services to the Partnership and receives fees from the Partnership in consideration for these services pursuant to the terms of the administration agreement.

2.3 Development of the Trust and Partnership Businesses

Trust

The Trust was created on March 17, 2016. The Trust has operated as described herein. This includes, but is not limited to, managing ongoing monthly closings, investing in applicable Partnership Units of the Partnership, managing redemptions, managing distributions, managing the preparation of audited financial statement and year end tax information for Trust Unitholders. As at December 31, 2022, the Trust's total assets under management was approximately \$102,931,829.57. The Trust has completed monthly closings since its initial closing in August 2016. The

following table discloses the Trust's assets under management in each Class as of December 31, 2022.

Class	Assets Under Management
Class A Trust Units	\$12,211,871.37
Class F Trust Units	\$90,719,958.21

Partnership

The Partnership commenced operations in February 2012 in order to raise a pool of capital for investment in New Media Projects.

The General Partner successfully emerged from the COVID pandemic. International lockdowns did have an impact on the number of productions being produced but the film and TV sector were extremely quick in introducing safety measures. The safely measures were adopted swiftly where all productions had to have a closed off production sites, COVID testing and COVID results. The sector became the "gold standard" for other sectors to follow.

Canada particularly became a safe haven for productions. The collaboration between producers, unions, and local government who successfully implemented health and safety protocols that saw Canada being recognised as a safe haven for productions. Consequently, COVID cases from production sets remained low ensuring the sector continued to operate. Globally, governments demonstrated their support of the film and TV production sector by providing financial assistance. The Canadian Ministry of Canadian Heritage introduction of the Short-Term Compensation Fund (STCF) to assist the sector. In May 2021, the ministry announced an increase of CAD\$49 million bringing the total to CAD\$149 million.

Since 2022, the global production of Film and TV has begun to return to pre-pandemic production levels.

The advent of streamers during the pandemic saw an increase in the demand for content. In addition to what streamers produced themselves they also sourced content from the independent film and TV sector. This is particularly advantageous for the General Partner as these are the types of projects the General Partner finances. The demand has remained constant during 2022 and now in 2023 as streamers need to maintain a high level of content to maintain subscribers.

This increased need for content has resulted in competition between streamers that leads to higher purchase prices, this is good news for the projects the General Partner has financed. However, this bidding process from multiple distributors has the knock-on effect of slowing the acquisition process. the General Partner does monitor this process closely and does need to approve any acquisition and approve the price of any acquisition. This has resulted in the term of the loans increasing from 18 months to 24 months.

The General Partner's strategy, being uncorrelated to the markets, proved advantageous during the last half of 2022 when interest rates hikes proved difficult for strategies in sectors that were not uncorrelated. The General Partner has raised rates for lending slightly in the last quarter of 2022 but nothing as material as other strategies.

2.4 Trust's Long-Term Objectives

The long-term investment objectives of the Trust include continuing to seek a high level of income, notable risk adjusted returns and the potential for long-term income generation on select investments with moderate volatility and low correlation to traditional publicly traded asset classes by investing all or substantially all of the net proceeds of the Offering in the Partnership.

2.5 Trust's Short-Term Objectives and How We Intend To Achieve Them

The Trust intends to invest all or substantially all of the Trust's assets in Partnership Units within a reasonable period

of time following each applicable closing of the Offering. The following table sets out the objectives, the timelines and the expected costs to complete the short-term objectives for the next twelve months.

Short-Term Objective	Target completion date or, if not known, number of months to complete	Cost to complete
Raise funds through the Offering	Continuous offering with monthly closings taking place periodically at the Trust's discretion	The Manager pays for Trust marketing costs. The Trust incurs operating expenses of approximately \$400,000 per annum.
Invest available assets of the Trust in Partnership Units	Expected to be completed within a reasonable period of time following each closing	There is no cost to purchase Partnership Units.

2.6 Trust and Partnership Insufficient Funds

The funds raised by the Trust pursuant to the Offering and the funds raised by the Partnership pursuant to the offering of Partnership Units governed by the Partnership's offering memorandum may not be sufficient to accomplish all of the Trust's and the Partnership's proposed objectives and there is no assurance that alternative financings will be available.

2.7 Trust's Material Agreements

Summary of the Trust Agreement

The following is a summary of certain provisions of the Trust Agreement not otherwise summarized in this Offering Memorandum and is not necessarily complete. The description of the provisions of the Trust Agreement contained in this Offering Memorandum is subject to and qualified in its entirety by the Trust Agreement. Investors should review the Trust Agreement for complete details of its terms. Investors may request a copy of the Trust Agreement by contacting the Manager at the address, number or email address set out herein.

The Manager

As manager of the Trust, the Manager has been delegated the exclusive power and sole responsibility under the terms of the Trust Agreement to manage the business and affairs of the Trust, including managing and directing the investment of the property of the Trust, arranging and providing for the marketing and distribution of Trust Units in accordance with all applicable laws and determining the investment objectives, strategies, policies and restrictions applicable to the Trust. The Manager has discretion under the Trust Agreement to delegate certain of its duties to third parties or retain service providers from time to time, which includes retaining Heritage Bancorp Ltd., a related company to the Manager, to provide to the Trust administrative, fund valuation, accounting, financial reporting and unitholder recordkeeping services.

The Manager must exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the Trust and in connection therewith must exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Manager and the Manager Parties, or any other person retained by the Manager to discharge any of the Manager's responsibilities will not be liable to the Trust, to any Trust Unitholder or any other person for any loss, damage, cost, charge, judgment or expense (including reasonable legal costs) relating to any matter regarding the Trust, including without restriction or limitation any loss or diminution in the value of the Trust or of the property of

the Trust, for any reason except to the extent such loss, damage, cost, charge, judgment or expense is caused by its gross negligence, misfeasance, willful misconduct or failure to comply with the Manager's standard of care. The liability of the Manager in respect of its actions as manager of the Trust (except liability for breach of the Manager's standard of care) is limited to the realizable value of the assets of the Trust.

Pursuant to the Trust Agreement, the Manager Parties will be indemnified by the Trust from and against all costs, charges and expenses sustained or incurred, including all legal fees, judgments and amounts paid in settlement, in or about any action, suit or proceeding that is brought, commenced or prosecuted against any of the Manager Parties, not exceeding the expense limit, for or in respect of any act, deed, omission, matter or thing whatsoever made, done or permitted by any of the Manager Parties in connection with the affairs of the Trust, except if there has been gross negligence, misfeasance or willful misconduct on the part of any of the Manager Parties or the Manager Parties have failed to fulfill the standard of care set forth in the Trust Agreement.

The Manager may be removed as the manager of the Trust if the Manager is in material breach of its obligations hereunder by a Special Resolution, which Special Resolution shall also appoint a new manager, and the removal of the Manager shall be effective upon the date specified in such Special Resolution.

The Manager has the right to resign as manager of the Trust by giving notice in writing to the Trustee and to Trust Unitholders not less than 60 days prior to the date on which such resignation is to take effect. Such resignation will take effect on the date specified in such notice. The Manager may appoint a successor manager of the Trust, provided that, unless such successor manager is an affiliate of the Manager, Trust Unitholders approve, by Special Resolution, such successor manager at a meeting of Trust Unitholders held for such purpose. If no such successor is appointed within the required time period, the Trust will terminate in accordance with the terms of the Trust Agreement.

If the Manager at any time becomes insolvent or bankrupt or goes into liquidation either voluntarily or under an order of a court of competent jurisdiction or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Trust Agreement and the Trust will terminate unless within a period of 60 days of the happening of such event the Trustee has appointed a new manager whose appointment, other than an Affiliate of the Manager, must be approved by a Special Resolution, and who has agreed to become bound by all the duties and obligations of the manager under the Trust Agreement.

Mr. Gerry Hanocho, Advising Representative (Portfolio Manager), Dealing Representative and Director of the Manager will manage the Trust's portfolio for the Manager.

The head office and principal business address of the Manager is Four Bentall Centre, 1055 Dunsmuir Street, Suite 732, Box 49256, Vancouver, BC V7X 1L2.

The Trustee

The Trustee has been appointed the trustee of the Trust in accordance with the terms of the Trust Agreement. The Trustee holds the assets of the Trust in trust for the benefit of the Trust Unitholders. In accordance with the Trust Agreement, the Trust has delegated the exclusive power, control and authority over the assets of the Trust and over the business and affairs of the Trust to the Manager. The Trustee does not have responsibility for providing any valuation or recordkeeping services to the Trust or for making any investment decisions in respect of the property of the Trust. The Trustee may however dispose of any property of the Trust on such terms as the Manager may direct or the Trustee may determine in order to pay any obligations imposed on the Trust.

For its services to the Trust, the Trustee will receive an annual fee payable by the Trust as well as reimbursement for reasonable out-of-pocket expenses incurred by the Trustee in the performance of its duties to the Trust.

In performing its obligations and duties as trustee, the Trustee must act honestly, in good faith and in the best interests of the Trust and in connection therewith must exercise the degree of care, diligence and skill that a reasonably prudent Canadian trust company would exercise in comparable circumstances. In exercising its duties to the Trust, the Trustee

may rely and act upon any statement, report or opinion prepared by or any advice received from the Manager, the auditor, counsel, solicitors or other professional advisors of the Trust and shall not be responsible nor held liable for any loss or damage resulting from so relying or acting provided the Trustee acted in good faith in relying or acting thereon and adhered to its standard of care.

The Trustee, its affiliates or any director, officer, employee or agent of the Trustee or any other person retained by the Trustee to discharge any of the Trustee's responsibilities under the Trust Agreement will not be liable to the Trust, to the Manager, Trust Unitholder or to any other person for any loss, damage, cost, charge, judgment or expense (including reasonable legal costs) relating to any matter regarding the Trust, including without restriction or limitation any loss or diminution in the value of any Trust or of the property of the Trust, for any reason except to the extent such loss is attributed to its own bad faith, willful misconduct, gross negligence or misfeasance.

The Trust will indemnify the Trustee and the Trustee Parties out of the assets of the Trust from and against all claims, assessments, demands, interest, penalties, actions, suits, proceedings, liabilities, losses, damages, costs, charges and expenses sustained or incurred, including, without limiting the foregoing, all legal fees and disbursements on a solicitor and client basis, expert and consultants, judgments and amounts paid in settlement, in or about any action, suit or proceeding that is brought, commenced or prosecuted against any of the Trustee Parties for or in respect of any act, deed, omission, matter or thing whatsoever made, done or permitted by any of the Trustee Parties in connection with the affairs of the Trust, provided however that the Trustee Parties' right to the indemnity shall not apply if there has been bad faith, willful misconduct, gross negligence or misfeasance on the part of any of the Trustee Parties.

The Trustee may resign as trustee of the Trust upon giving 90 days prior written notice to the Manager. The Manager will notify the Trust Unitholders of the Trustee's resignation. If the Manager fails to appoint a successor to the Trustee within 90 days of the date of the notice of the Trustee's resignation, the Trust will be terminated in accordance with the terms of the Trust Agreement. The Trustee may be removed as trustee of the Trust by the Manager upon 60 days' written notice to the Trustee and to the Trust Unitholders provided a successor trustee is appointed or the Trust is terminated in accordance with the provisions of the Trust Agreement.

The principal place of business of the Trustee, Computershare Trust Company of Canada, is at 1500 Robert-Bourassa Boulevard, 7th floor, Montreal, Québec H3A 3S8.

Status of Trust Unitholders

No Trust Unitholder shall have or be deemed to have individual ownership of any property or asset of the Trust and the interest of a Trust Unitholders shall consist only of the right to receive payment from the Trust of that Trust Unitholder's interest in the Trust at the time, place, in the manner and subject to the conditions set out in the Trust Agreement.

No Trust Units may be assigned, encumbered, pledged, hypothecated or otherwise transferred except with the prior written consent of the Manager, which may be withheld in the Manager's sole and absolute discretion.

Liability of Trust Unitholders

The Trust Agreement provides that no Trust Unitholder shall incur or be subject to any personal liability to any person in connection with the property of the Trust or the obligations or affairs of the Trust or with respect to any agreement relating to the Trust and all such persons shall look solely to the property of the Trust for satisfaction of claims of any nature arising out of or in connection with the Trust and only the property of the Trust will be subject to levy or execution. The Trust will indemnify and hold each of its Trust Unitholders harmless from and against all claims and liabilities to which any Trust Unitholder may become subject to by reason of being or having been a Trust Unitholder and each Trust Unitholder shall be entitled to reimbursement out of the property of the Trust to the full extent of such liability and to the costs of any litigation or other proceedings in which such liability shall have been determined.

Limitation on Non-Resident Ownership and Redemption at the Demand of the Manager

At no time may non-residents be the beneficial owners of a majority of the Trust Units (on a number of Trust Units or on a fair market value basis), and the Manager shall inform the registrar and transfer agent of the Trust of this restriction. The Manager may require declarations as to the jurisdictions in which a beneficial owner of Trust Units is resident and, if a partnership, its status as a Canadian partnership. If the Manager becomes aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that the beneficial owners of 40% of the Trust Units then outstanding (on a number of Trust Units or on a fair market value basis) are, or may be, non-residents, or that such a situation is imminent, the Manager may make a public announcement thereof. If the Manager determines that more than 40% of the Trust Units (on a number of Trust Units or on a fair market value basis) are beneficially held by non-residents, or that such a situation is imminent, the Manager may send a notice to such non-resident Trust Unitholders, chosen in inverse order to the order of acquisition or in such manner as the Manager may consider equitable and practicable, requiring them to dispose of their Trust Units or a portion thereof within a specified period of not less than 30 days. If the Trust Unitholders receiving such notice have not disposed of the specified number of Trust Units or provided the Manager with satisfactory evidence that they are not non-residents within such period, the Manager may, on behalf of such Trust Unitholders, redeem such Trust Units at the original subscription price for the Trust Units and, in the interim, shall suspend the voting and distribution rights attached to such Trust Units. Upon such redemption, the affected holders shall cease to be beneficial holders of the Trust Units and their rights shall be limited to receiving the net proceeds of redemption of such Trust Units.

Meetings

The Manager may at any time convene a special meeting of the Trust Unitholders as a whole or of any Class and will be required to convene a meeting on receipt of a request in writing of Trust Unitholders holding not less than 33⅓% of the Trust Units then outstanding. Each Trust Unitholder will be entitled to one vote for each \$1.00 of Net Asset Value attributable to the Trust Units owned by such Trust Unitholder as determined based on the Net Asset Value per Trust Unit at the close of business on the record date for voting for such meeting, with no voting rights being attributed to portions of a dollar of such value. Every person shall be entitled to vote who, as at the end of the business day immediately preceding the date of the meeting, is entered in the Register as a holder of Trust Units or of the particular class or series, as applicable, unless in the notice of meeting and accompanying materials sent to Unitholders in respect of the meeting, a record date is established for persons entitled to vote thereat. The approval of Trust Unitholders shall be given by an Ordinary Resolution, except for those matters which require approval by Special Resolution. If a resolution would affect only the rights of holders of one Class, or more than one Class, but less than all Trust Unitholders, only the holders of Trust Units so affected are entitled to vote. If a resolution to be voted on would affect one Class in a manner that is different, and could adversely affect such Class in a manner that is different, than the manner in which it would affect the other Classes, the resolution must, in addition to all other requisite approvals, be approved by the holders of such Class of Trust Units, by the specified majority, in order to be effective.

A quorum for the transaction of business at a meeting of Trust Unitholders as a whole or of a Class, as applicable, shall consist of Trust Unitholders present in person or represented by proxy holding in total Trust Units having an aggregate Net Asset Value of not less than 5% of the Net Asset Value of the Trust, or not less than 5% of the Net Asset Value of the Class, as applicable, except for purposes of: (i) passing a Special Resolution in which case such persons must hold at least 33⅓% of the Trust Units then outstanding and entitled to vote thereon; and (ii) passing a Special Resolution to remove the Manager in respect of a material breach of its obligations to the Trust or to appoint a successor Manager in the event of the resignation of the Manager, in which case such persons must hold at least 75% of the Trust Units then outstanding and entitled to vote thereon. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting shall be adjourned and held on a date fixed by the chairman of the meeting, which date shall be not later than 14 days thereafter. At any adjourned meeting, two or more Trust Unitholders entitled to vote at the meeting and present in person or represented by proxy shall constitute a quorum.

Amendment

The Manager is entitled to make certain amendments to the Trust Agreement without prior notice to, or consent

from, any Trust Unitholder in order to: (i) protect the interests of the Trust Unitholders, if necessary; (ii) cure any ambiguity or clerical error or correct or supplement any provision of the Trust Agreement which may be defective or inconsistent with any other provision of the Trust Agreement if such amendment does not in any manner have a material adverse effect on the interests of any Trust Unitholder; (iii) create additional Classes and set the terms thereof; (iv) maintain the status of the Trust as a “mutual fund trust” for the purposes of the Tax Act or to respond to amendments to the Tax Act or to the interpretation thereof; (v) to reflect any changes to any applicable legislation; and (vi) in any other manner provided that such amendment does not and shall not have a material adverse effect on the interests of any Trust Unitholder in any manner. Within 60 days following the date of any material amendment, Trust Unitholders will be provided with a written explanation of the reasons for such amendment and, upon request, a copy of the amendment.

Any proposed change to the Trust Agreement that would have a material adverse effect on the interest of any Trust Unitholder in any manner may only take effect upon either: (a) the approval by Special Resolution of the votes cast at a meeting of Trust Unitholders or of the affected Class, as applicable (or by written resolution); or (b) Trust Unitholders affected by such change having been given not less than 60 days’ prior written notice of the proposed change and the opportunity to redeem all of such Trust Unitholder’s Trust Units prior to the effective date of the change.

All persons remaining or becoming Trust Unitholders after the effective date of any change shall be bound by such change. No amendment to the Trust Agreement may be made without the consent of the Manager and the Trustee.

The Manager may not make or permit a change to the investment objectives, strategies and restrictions of the Trust that it determines in good faith to be a material change unless: (i) such change is approved by a Special Resolution; or (ii) the Trust Unitholders are given not less than 60 days’ written notice prior to the effective date of the change (together with an explanation of the reason for the change) and each Trust Unitholder is given the opportunity to redeem all of such Trust Unitholder’s Trust Units prior to the effective date of such change. In such event, the Manager will be deemed to have waived any redemption deductions for Trust Units that are redeemed during the period prior to the effective date of the change. The Manager will provide similar notice to Trust Unitholders in the event the Trust is notified of a material change to the investment objectives, strategies and restrictions of the Partnership.

Termination

The Trust has no fixed term. The Manager may, in its discretion, terminate the Trust by giving notice to the Trustee and to the Trust Unitholders and fixing the date of termination not earlier than 30 days following the mailing or other delivery of notice to the Trust Unitholders. The Trust will also be terminated and dissolved in the event that the Manager and/or the Trustee resigns, is removed or becomes incapable of acting and no successor Manager and/or Trustee, as applicable, is appointed in accordance with the Trust Agreement.

No Trust Units may be redeemed at the option of a Trust Unitholder from the date that the notice of termination is delivered and any right of Trust Unitholders to require payment for all or any of their Trust Units will be suspended. Each Trust Unitholder registered as such at the close of business on the date fixed as the termination date of the Trust shall be entitled to receive from the Trust such Unitholder’s proportionate share of the property of the Trust attributable to the applicable Class and available at that time for the purpose of such distribution.

Summary of the Administration Agreement

The Administrator has been appointed by the Trust pursuant to the Administration Agreement to provide administrative services to the Trust. The Administrator has its principal place of business at 121 King Street West, Suite 300, Toronto, Ontario, M5H 3T9.

The Administrator will calculate the Net Asset Value of the Trust, keep the books and records of the Trust as required by applicable law or otherwise for the proper recording of the financial affairs of the Trust, liaise with the Trust’s auditors with respect to the audit of the financial statements for each financial year of the Trust, reconcile records of investments maintained by the Trust, calculate all the operating expenses of the Trust, determine the Net Asset Value

per Trust Unit of each Trust Unitholder, maintain the register of Trust Unitholders, prepare financial statements for the Trust, pay to or deposit with the Trust's bankers all moneys, bills and notes received by it on behalf of the Trust, manage and make payments from accounts of the Trust, manage and process subscriptions and redemptions, process allocations and distributions of income (including capital gains) to the Trust Unitholders and provide other services as agreed between the Trust and the Administrator from time to time. The Administrator is entitled to receive fees from the Trust in accordance with the Administration Agreement.

The Administrator has agreed to provide its services with the professional skill and care that would reasonably be expected of a prudent and professional administrator, subject to the control of and review by the Manager. The Trust has agreed to indemnify and hold harmless the Administrator against all liabilities, damages, costs, claims and expenses incurred by the Administrator or its officers, employees, servants, or agents in the performance of any of their obligations or duties under the Administration Agreement except where such liabilities, damages, costs, claims and expenses arise from the Administrator's own gross negligence, wilful misconduct, fraud or material breach of the Administration Agreement. The Administrator will not be responsible to the Trust for any loss suffered by the Trust or the Manager in connection with the performance by the Administrator of its obligations under the Administration Agreement, except a loss resulting directly from the gross negligence, wilful misconduct, fraud or breach of the Administration Agreement on the part of the Administrator in the performance of its obligations and duties. The Administrator will not be liable for any indirect, special or consequential loss howsoever arising.

The Administration Agreement may be terminated by either party upon at least 90 days' prior written notice to the other party. The Administration Agreement may also be terminated immediately by either party under certain circumstances, including bankruptcy or insolvency of the other party.

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

3.1 Compensation and Securities Held

The following chart discloses the names, municipalities of residence, positions, compensation and Trust Units held by each of the directors and officers of the Manager and information about each Principal Holder:

Name and Municipality of Residence	Positions Held	Compensation Paid by the Trust in the Most Recently Completed Financial Year and the Compensation Anticipated to be Paid in the Current Financial Year	Number, type and percentage of Trust Units held
MAURICE LEVESQUE Sherwood Park, AB	Chairman, Chief Executive Officer and Director	N/A	Nil / (0%)
VICTOR THERRIEN Lions Bay, BC	Senior Vice-President, Mutual Funds and Director	N/A	Nil / (0%)
SOHAIL THOBANI Vancouver, BC	Chief Financial Officer and Director	N/A	Nil / (0%)
GERRY HANNOCHKO Toronto, ON	Advising Representative (Portfolio Manager), Dealing Representative and Director	N/A	Nil / (0%)

No fees are payable directly to the directors and officers of the Manager.

Trust Annual fee and General Partner Annual Incentive Allocation

Trust Annual Fee

The Trust will pay to the Manager 1/12 of 1.5% of the Net Asset Value of the Class A Trust Units on each Valuation Date, plus any applicable federal or provincial taxes.

The Trust will pay to the Manager 1/12 of 0.5% of the Net Asset Value of the Class F Trust Units on each Valuation Date, plus any applicable federal or provincial taxes.

General Partner Annual Incentive Allocation

PMI, in its capacity as General Partner of the Partnership, is entitled to receive an incentive allocation which will accrue to PMI on each Valuation Date and shall be paid to PMI on an annual basis in the manner set forth in the Offering Memorandum of the Partnership, a copy of which may be obtained from the Manager. PMI shall pay to the Manager, on an annual basis, an amount equal to 5.0% of the gross incentive allocation payable to PMI.

Trust Operating Expenses

Except as otherwise set forth herein, the Trust will pay for all of its Operating Expenses.

3.2 Management Experience

Trust

The following chart provides the names, municipalities of residence, positions and principal occupations of each of the individuals who are, on behalf of the Manager, involved in the management of the Trust.

Name and Municipality of Residence	Position with the Manager	Principal Occupation
MAURICE LEVESQUE Sherwood Park, Alberta	Chairman, Chief Executive Officer and Director	Chairman, Director and Chief Executive Officer of Qwest Investment Management Corp.; Chairman, Director and Chief Executive Officer of Heritage Bancorp Ltd.; Chairman, Director and Chief Executive Officer of Qwest Investment Fund Management Ltd.; Chairman, Chief Executive Officer and Director of Qwest Funds Corp.; and Chairman and Director of Qwest Fund Advisory and Back Office Services Ltd.

Name and Municipality of Residence	Position with the Manager	Principal Occupation
SOHAIL THOBANI Vancouver, British Columbia	Chief Financial Officer and Director	Chief Financial Officer and Director of Qwest Investment Fund Management Ltd.; Chief Financial Officer and Director of Qwest Investment Management Corp.; Chief Financial Officer and Director of Heritage Bancorp Ltd.; Director of Finance and Director of Qwest Funds Corp.; and President and Director of Qwest Fund Advisory and Back Office Services Ltd.
GERRY HANNOCHKO Toronto, Ontario	Advising Representative (Portfolio Manager), Dealing Representative and Director	Advising Representative (Portfolio Manager), Dealing Representative and Director of Qwest Investment Fund Management Ltd.; and Director of Qwest Funds Corp.

Set out below are the particulars of the professional experience of each of the individuals who are, on behalf of the Manager, involved in the management of the Trust.

Maurice Levesque - Chairman, Chief Executive Officer and Director

Maurice Levesque is a founder, Chairman, Director and CEO of Qwest Investment Management Corp. He is also Chairman, Director and CEO of Qwest Investment Fund Management Ltd. and Chairman, CEO and Director of Heritage Bancorp Ltd. and Chairman and Director of Qwest Fund Advisory and Back Office Services Ltd.; all are subsidiaries of Qwest Investment Management Corp. Mr. Levesque is Chairman, CEO and Director of Qwest Funds Corp.

Mr. Levesque has over 35 years of experience in the Canadian financial industry and is recognized for his broad knowledge, skills and experience in the venture capital industry, financial services industry and for his leadership skills in new business formation and development. Mr. Levesque is a founder and/or a director of several private and publicly traded companies which operate in a variety of industries.

Mr. Levesque graduated from The Northern Alberta Institute of Technology with a diploma in Administration Management.

Sohail Thobani, CPA, CGA, ACA, FCCA (UK), MA (Economics) – Chief Financial Officer and Director

Sohail Thobani is Chief Financial Officer and Director of Qwest Investment Fund Management Ltd, Qwest Investment Management Corp. and Heritage Bancorp Ltd. He is also Director and President of Qwest Fund Advisory and Back Office Services Ltd. and Director of Finance and Director of Qwest Funds Corp.

Mr. Thobani has over 20 years of financial services experience working with many leading international firms particularly in the investment banking and asset management space. He has served those firms at a senior level with responsibilities ranging from oversight of accounting of complex financial instruments to leading a whole division. Mr. Thobani has been working with the Qwest Group of companies since 2019 where he was and continues to be instrumental in launching various private and alternative products. Prior to joining the Qwest Group of companies, Mr. Thobani worked in London, UK at prominent organizations such as Barclays, Royal Bank of Scotland, Nationwide Building Society, KPMG and PricewaterhouseCoopers.

Mr. Thobani is a Canadian CPA, CGA, a Fellow Chartered Certified Accountant from UK and a Fellow Chartered Accountant from Pakistan. He also holds a master's degree in Economics and a bachelor's degree in Commerce from the University of Karachi.

Gerry Hannochko, CFA – Advising Representative (Portfolio Manager), Dealing Representative and Director

Gerry Hannochko is an Advising Representative (Portfolio Manager), Dealing Representative and Director with Qwest Investment Fund Management Ltd. He is also a Director of Qwest Funds Corp. Mr. Hannochko is responsible for the portfolio management efforts which include developing investment processes, monitoring existing investments, and conducting investment analysis across a wide range of industries and investment structures. Prior to Qwest, Mr. Hannochko was a Director and Senior Credit Analyst at S&P Global, where he was a lead analyst for Canadian infrastructure credits – including midstream, power and infrastructure related project finance for over 8 years. Prior to S&P Global, Mr. Hannochko was an Equity Research Analyst and Principal with Genuity Capital Markets, and over his 15 year career in equity research, covered a diverse group of companies in several important sectors, including oil & gas producers, agriculture, business income trusts, and alternative energy. Mr. Hannochko is a CFA charter holder.

Partnership

The following chart provides the names, municipalities of residence, positions and principal occupations of each of the individuals who are involved in the management of the Partnership.

Name and Municipality of Residence	Position with the General Partner	Principal Occupation
WILLIAM G. SANTOR Burlington, Ontario	Director and Chief Executive Officer	Director and Officer of the General Partner
JOHN HILLS Burlington, Ontario	Director	Director
ANDREW CHANG-SANG London, UK	Director and President	Director and Officer of the General Partner
SHARA LERMAN Los Angeles, California	Director and General Counsel	Director

Set out below are the particulars of the professional experience of the directors and senior officers of the General Partner.

William G. Santor – Chief Executive Officer

William G. Santor is the founder and Chief Executive Officer of the General Partner and has served in this capacity since its inception in 2012. He is a member of the Investment Committee. Mr. Santor oversees all of the day-to-day firm decision making within management, operations, investment origination and investor relations. His role involves the coordination of the team and monitoring of the performance of external service providers utilized by the General Partner and the Partnership.

Mr. Santor brings over a decade of investment structuring and management expertise. From 2006 to the present, Mr. Santor is also the co-founder and President of Prosapia Wealth Management, a firm dedicated to asset allocation, wealth transfer and the creation of prudent wealth building strategies for families to plan for multiple generations. It was through his work at Prosapia Wealth Management that he became aware of the opportunities for participation

in new media, predominantly film and television finance. Mr. Santor has also held roles at both Tristar Film Finance and MediaHouse Capital.

Mr. Santor's role has evolved in the area of new media, primarily film, over the past five years from mid-stage project investor to structurer of debt and equity participation interests in Canada, the US and the UK where he has assumed a variety of roles including positions at Tristar Film Finance in 2008. Mr. Santor was also involved in the formation of MediaHouse Capital in 2010 where he both directed investment capital and structured the fund offering that participated in the financing and production of four feature films: Daydream Nation, Janie Jones, I Melt with You and the sci-fi special movie, Paradox, where participation was as lead investor.

John Hills

John Hills is currently a director and was the Chief Operating Officer of the General Partner from inception to 2022, where he oversaw day-to-day operational controls and investor relations and has been in this role since the General Partner's inception in 2012.

Mr. Hills' career spans over 30 years with experience in aligning technical strategy to organizational goals within various industry sectors, which includes manufacturing, metals and mining, waste management, food and hospitality. He successfully applies outstanding analytical and intuitive skills to drive complex, interrelated projects to successful completion. He provides crucial insight to the business value of new technologies and their best utilization to maximize return on investment. He also brings an ability to foster vendor relationships to the level of a cohesive partnership.

Mr. Hills began working for Canadian General Electric ("GE") as a Finance Trainee; his first assignment being in Information Technology supporting in-house payroll systems. Mr. Hills continued working within the Canadian GE family of companies for the next 17 years. Each business with GE was equivalent to operating in a brand new business and he thereby gained more experience and skills.

Mr. Hills' experiences at GE and Laidlaw Waste Systems along with strong project management skills positioned him to take on increased responsibilities, particularly for various enterprise resource planning implementations as well as the e-commerce activities undertaken at GE and Laidlaw.

As Vice-President Information Technology at Tim Hortons, Mr. Hills was responsible for directing all Information Technology initiatives within the Tim Hortons enterprise. These included the traditional business support systems as well as the store technology systems utilized in each of the franchise operations. At Tim Hortons, Mr. Hills focused his efforts on building a team that valued executional excellence, improved productivity, innovation and customer service. In addition, Mr. Hills fostered a culture of on-going never-ending change, ensuring that the teams were continually learning, adapting, evolving and improving.

Andrew Chang-Sang – President

Andrew Chang-Sang is the President of the General Partner and has served in this capacity since December 2013. In conjunction with the CEO, he is responsible for the establishment of the strategic vision of the organization and achievement of that vision. Mr. Chang-Sang oversees the entire operation of the organization, responsible for all facets of the business including the Company's expansion into the EMEA market.

Prior to that, Mr. Chang-Sang served as Chief Financial Officer of the Company since its inception in July 2012. As Chief Financial Officer, he oversaw all financial aspects of the business including accounting practices, budgeting, financial planning, financial analysis, and monitoring of financial performance.

Mr. Chang-Sang brings over 20 years of financial management experience with a long and proven track record in fund management, lending and building startup companies as well as launching new divisions and products within large multinational companies. Throughout his career, Mr. Chang-Sang has held increasingly responsible finance/operational roles in various industries and he served as Director, Adfund & Payment Solutions for Tim Hortons

Inc., Canada's leading Quick Service Restaurant chain from January 2007 to July 2012. During his tenure at Tim Hortons Inc., Mr. Chang-Sang oversaw all financial aspects of a \$400M division, served as a member on the Mastercard Advisory and Point of Interaction boards and developed and implemented the strategic business plan for the Prepaid Card which was awarded the Winner of Best Prepaid Consumer Program - 2012 Prepaid Awards Canada.

Mr. Chang-Sang has also served as Director, Finance for Just Energy from 2004 to 2007 which was the largest public income fund in Canada during that period. From 2001 to 2004, he served as the Head of the Planning & Analysis group for Canada's student loan portfolio at the EDULINX Canada Corporation.

Mr. Chang-Sang is a Certified Public Accountant (Delaware), a Certified General Accountant and holds an Economics degree from the University of Toronto.

Shara Lerman – General Counsel

Shara Lerman has been General Counsel of the General Partner since December 2021 and brings significant experience from across the entertainment, corporate, and finance law. She has served as production counsel on various films and television series with a veteran background in negotiating and drafting agreements covering development, production, financing, and worldwide distribution, inclusive of foreign sales and domestic and international co-productions.

Prior to joining Productivity Media Inc., Ms. Lerman was the Head of Business and Legal Affairs at Luma Pictures, where she provided strategy for Luma's entertainment and business endeavors, led the growth and management of the department through hiring and oversight of legal staff, and negotiated talent agreements. While at Luma, she created and implemented best practice legal processes and served as general counsel and entertainment attorney for the studio.

Ms. Lerman has extensive experience in mergers and acquisitions, corporate financing and governance, intellectual property protection, employment law and litigation having worked with such firms as Skadden, Gibson Dunn, Akin Gump. She also maintained her own independent law practice for several years, working on a mix of entertainment and corporate projects.

3.3 Trust and Manager Penalties, Sanctions and Bankruptcy

There has been (a) no penalty or sanction that has been in effect during the last 10 years, or any cease trade order that has been in effect for a period of more than 30 consecutive days during the past 10 years, against a director, executive officer or control person of the Trust or Manager, or an issuer of which a director, executive officer or control person of the Trust or Manager was a director, executive officer or control person at the time; and (b) no declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets, that has been in effect during the last 10 years with regard to any director, executive officer or control person of the Trust or Manager, or an issuer of which a director, executive officer or control person of the Trust or Manager was a director, executive officer or control person at that time.

3.4 Trust Loans

As at the date of this Offering Memorandum, the Trust does not have any debentures or loans due to or from the Trustee, its principal security holders, or the Manager or directors or management thereof.

ITEM 4 TRUST CAPITAL STRUCTURE

4.1 Authorized Capital

The Trust currently offers an unlimited number of Class A Trust Units and Class F Trust Units. Additional Classes may be offered in the future without notice to or approval of Trust Unitholders.

The following table summarizes information about the outstanding securities of the Trust (rounded to the nearest whole number) as of February 28, 2023.

Description of Security	Number Authorized to be Issued	Number Outstanding as of February 28, 2023
Class A Trust Units	Unlimited	999,052.6390
Class F Trust Units	Unlimited	7,153,479.2204

4.2 Long-Term Debt

The Trust does not have any long-term debt as of the date hereof.

The Trust does not expect to finance its investments in the Partnership through long-term indebtedness. However, any financing and the incurring of long-term indebtedness will comply with the investment guidelines and investment restrictions of the Trust as set forth in Item 2.2 – *Description of the Trust, General Partner and Partnership Businesses*.

4.3 Prior Sales

The table below summarizes the number of Class A Trust Units and Class F Trust Units issued and funds received during the 12 months prior to December 31, 2022.

Date of Issuance	Type of Security Issued	Number of Securities Issued	Price per Security	Total Funds Received
January 24, 2022	Class A Trust Units	997,874.6466	\$11.8200	\$11,794,878.42
	Class F Trust Units	6,807,378.8764	\$12.2845	\$83,625,245.89
February 22, 2022	Class A Trust Units	994,312.0418	\$11.8856	\$11,817,995.28
	Class F Trust Units	6,874,571.7183	\$12.3594	\$84,965,582.19
March 21, 2022	Class A Trust Units	1,012,389.4719	\$11.9463	\$12,094,308.35
	Class F Trust Units	6,768,622.3610	\$12.4277	\$84,118,407.56
April 21, 2022	Class A Trust Units	1,018,641.3204	\$11.8830	\$12,104,514.84
	Class F Trust Units	7,329,667.6105	\$12.3446	\$90,481,814.85
May 20, 2022	Class A Trust Units	1,010,856.9988	\$11.9482	\$12,077,921.58
	Class F Trust Units	7,398,185.0222	\$12.4181	\$91,871,401.52
June 21, 2022	Class A Trust Units	999,578.2719	\$12.0278	\$12,022,727.62
	Class F Trust Units	7,319,313.9652	\$12.5040	\$91,520,702.11

Date of Issuance	Type of Security Issued	Number of Securities Issued	Price per Security	Total Funds Received
July 22, 2022	Class A Trust Units	1,000,808.7802	\$11.9593	11,968,972.49
	Class F Trust Units	7,251,372.9134	\$12.4172	\$90,041,747.56
August 22, 2022	Class A Trust Units	1,002,801.8825	\$12.0305	\$12,064,207.94
	Class F Trust Units	7,125,765.3396	\$12.4954	\$89,039,288.20
September 22, 2022	Class A Trust Units	997,537.9747	\$12.0822	\$12,052,453.22
	Class F Trust Units	7,194,477.0376	\$12.5563	\$90,336,011.78
October 21, 2022	Class A Trust Units	1,006,219.0159	\$12.0049	\$12,079,558.70
	Class F Trust Units	7,230,414.0425	\$12.4608	\$90,096,743.27
November 21, 2022	Class A Trust Units	1,005,964.3739	\$12.1534	\$12,225,887.37
	Class F Trust Units	7,256,442.2915	\$12.6124	\$91,521,152.72
December 21, 2022	Class A Trust Units	1,003,243.0994	\$12.6124	\$12,261,536.86
	Class F Trust Units	7,189,706.1120	\$12.6873	\$91,217,958.63

ITEM 5 TRUST SECURITIES OFFERED

5.1 Trust Terms of Securities

Trust Units

The Trust is offering Class A Trust Units and Class F Trust Units for issue and sale under the Offering, which are collectively referred to in this Offering Memorandum as Trust Units. See Item 5.2 – *Trust Subscription Procedure*.

Class A Trust Units are designed for investors who are not eligible to purchase Class F Trust Units. Class A Trust Units pay a Trailer Fee.

Class F Trust Units are designed for investors who are enrolled in a dealer sponsored fee-for-service or wrap program and who are subject to a periodic asset-based fee rather than commissions on each transaction or, at the discretion of the Manager, any other investor for whom the Manager does not incur distribution costs.

Purchases of Trust Units may be effected through the settlement network operated by Fundserv using the following codes:

Class A Trust Units: QWE810

Class F Trust Units: QWE811

Each Trust Unit entitles the holder to participate *pro rata*, in accordance with the provisions of the Trust Agreement, with respect to all distributions of property or assets to Trust Unitholders and, upon liquidation of the Trust, to participate *pro rata* with the other Trust Unitholders in the Net Asset Value of the Trust remaining after the satisfaction of outstanding liabilities of the Trust in accordance with the terms of the Trust Agreement.

Fractional Trust Units may be issued and shall be proportionately entitled to all the same rights as whole Trust Units. All Trust Units and fractions thereof will be issued only as fully paid and non-assessable.

Each Trust Unitholder of a particular Class shall be entitled to one vote for each \$1.00 of Net Asset Value attributable to the Trust Units held by such Trust Unitholder in respect of all matters to be voted on by the Trust Unitholders at all meetings of Trust Unitholders where all Classes vote together and to one vote for each \$1.00 of Net Asset Value attributable to the Trust Units held by such Trust Unitholder at all meetings of Trust Unitholders where that particular Class votes separately as a Class, with no voting rights being attributed to portions of a dollar of such value.

Trust Units are not transferable by a Trust Unitholder except by operation of law or with the written consent of the Manager in its absolute discretion and in compliance with all applicable securities laws. Trust Units of a particular Class may be re-designated by the Manager as Trust Units of another Class based on the respective Net Asset Value per Trust Unit of such Class. The Manager may name or rename each Class without otherwise affecting the attributes of such Class.

The Manager may subdivide or consolidate Trust Units of any Class provided the Net Asset Value per Trust Unit of such Class is amended such that the aggregate Net Asset Value per Trust Unit of such Class prior to such subdivision or consolidation is equal to the aggregate Net Asset Value per Trust Unit of such Class following the subdivision or consolidation.

An investor who purchases Trust Units will receive a customer confirmation from the registered dealer from or through whom Trust Units are purchased in accordance with the book-based system. No physical paper certificates for Trust Units will be issued.

Offering Price

Trust Units are offered at the Net Asset Value per Trust Unit as of the applicable Valuation Date. See “Determination of Net Asset Value” below. The subscription price for Trust Units of a particular closing will vary depending on what the Net Asset Value per Trust Unit is at the time each Trust Unit is purchased.

Redemption of Units

Each Trust Unitholder may, upon request to the Manager in a manner and form acceptable to the Manager (including through Fundserv), redeem all or any part of such Trust Unitholder’s Trust Units on a Redemption Date. Trust Units will be redeemed at a redemption price equal to the Net Asset Value per Trust Unit calculated as of the applicable Redemption Date, less applicable deductions and fees. Redemption requests must be given in writing (or via Fundserv) to the Manager not less than 15 Business Days prior to the Redemption Date in order for the redemption to be effective as of such Redemption Date. The redemption proceeds, less any applicable deductions and fees, will be paid to the redeeming Trust Unitholder no later than 60 Business Days following the later of the Redemption Date and the receipt by the Manager of properly completed redemption documents or the waiver by the Manager of all such properly completed documents. No interest will be paid to the Trust Unitholder on account of any delay in forwarding the proceeds of redemption to the Trust Unitholder.

Trust Units redeemed as of a Redemption Date prior to the 18-month anniversary of the Trust Unitholder’s initial subscription for such Trust Units will be subject to an early redemption fee of 5% of the Net Asset Value per Trust Unit of the Trust Units redeemed, and any such early redemption fee will be deducted from the redemption proceeds otherwise payable to the Trust Unitholder, and any such early redemption fee will be to the benefit of the same Class of Trust Units subject to the early redemption fee. Redemption requests and fees are irrevocable except with the

consent of the Manager in its absolute discretion.

Redemptions and the payment of redemption proceeds may be suspended in certain circumstances. See “Suspension of Redemption” below.

The Manager has the right to compulsorily redeem or cause to be redeemed all or any part of the Trust Units held by a Trust Unitholder at the applicable Net Asset Value per Trust Unit thereof, upon providing notice in writing to the Trust Unitholder as soon as is reasonably practicable in the circumstances before the applicable Redemption Date, which right may be exercised by the Manager in its absolute discretion. Among other reasons, the Manager could exercise this right if a particular Class has few outstanding Trust Units and it is not economically viable to keep that Class open. Alternatively, the Manager could exercise this right of redemption for tax purposes or to comply with applicable securities laws.

If a redeeming Trust Unitholder owns Trust Units of more than one Class, Trust Units will be redeemed on a “first in, first out” basis. Accordingly, Trust Units of the earliest Class owned by the Trust Unitholder will be redeemed first, at the redemption price for Trust Units of such Class, until such Trust Unitholder no longer owns Trust Units of such Class.

The Manager, may in its discretion, treat an amount paid to a Trust Unitholder in connection with the redemption of the Trust Units as a distribution of the Trust’s net income and/or net capital gains realized by the Trust in the taxation year in which the Trust Unitholder’s Trust Units are redeemed, and in this event the amount of the redemption proceeds will be reduced by the amount of such distribution.

Suspension of Redemption

The Manager may suspend redemptions of Trust Units when required to do so under applicable securities laws or at any time the Manager is of the opinion, in its sole discretion, that there are insufficient liquid assets in the Trust to fund such redemptions and that the liquidation of assets and/or borrowing to fund such redemptions would be to the detriment of the Trust and the Trust Unitholders generally. During any period of suspension, the Trust will not redeem any Trust Units and the payment of any redemption proceeds will be postponed.

The Manager will advise Trust Unitholders who have requested a redemption if redemptions will be suspended. During the suspension period, redemption requests for which the redemption price has not yet been calculated may be withdrawn within three Business Days following receipt by the Trust Unitholder of notice of such suspension. To the extent that a request for redemption is not withdrawn, the redemption will be effected as of the first Redemption Date following the recommencement of redemptions. Where possible, all reasonable efforts will be made to bring any period of suspension to an end as soon as possible. An investor who has submitted a purchase order for which the issue price has not yet been calculated may either withdraw such investor’s purchase order prior to the end of such suspension period or receive Trust Units based on the Net Asset Value per Trust Unit next calculated after the termination of the suspension.

Switches and Exchanges

Subject to the consent of the Manager, Trust Unitholders may exchange or switch all or part of their investment in the Trust from one Class to another Class if the Trust Unitholder is eligible to purchase Trust Units of that other Class. The timing and processing rules applicable to purchases and redemptions of Trust Units also applies to exchanges or switches between Classes. See *Redemption of Units* above. Upon an exchange or switch from one Class of Trust Units to another Class, the number of Trust Units held by the Trust Unitholder will change since each Class has a different Net Asset Value per Trust Unit. Trust Unitholders should consult with their own tax advisors regarding any tax implications of exchanging or switching between Classes.

Determination of Net Asset Value

The Manager has retained the Administrator to provide the valuation services for the Trust, including the

determination of the Net Asset Value of the Trust and Net Asset Value per Class. The Net Asset Value of the Trust generally means the dollar value of the Trust's assets, less the Trust's liabilities, computed as of a particular date in accordance with the Trust Agreement. The Net Asset Value of a Class will be the proportionate share of the Net Asset Value of the Trust attributable to that Class, less the proportionate share of the liabilities attributable to such Class, determined in accordance with the Trust Agreement. Net Asset Value of the Trust and the Net Asset Value of a Class will be calculated by the Administrator on each Valuation Date.

In calculating the Net Asset Value of the Trust at any time:

- (a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash received (or declared to holders of record on or before the date of valuation and to be received) and interest accrued and not yet received, shall be deemed to be the full amount thereof, unless the Manager has determined that any such deposit, bill, demand note or account receivable is not otherwise worth the full amount thereof, in which event the value thereof shall be deemed to be such value as the Manager determines to be the fair value thereof;
- (b) the value of treasury bills and other money market instruments will be the cost of such instruments plus the accrued interest up to and including the Valuation Date;
- (c) the value of loans will be the outstanding principal on the Valuation Date subject to fair market value or impairment as determined by the Manager in keeping with the Trust's operating policies;
- (d) the value of any receivables (including warrants and related rights) shall be valued when received by the Trust and shall be treated on a cash basis as to realization unless the Manager has determined that any such deposit, bill, demand note or account receivable is not otherwise worth the full amount thereof, in which event the value thereof shall be deemed to be such value as verified independently by a third party valuator;
- (e) each transaction of purchase or sale of portfolio securities effected by the Trust will be reflected in the computation of the Net Asset Value of the Trust no later than the first computation of such Net Asset Value made after the date on which such transaction becomes binding;
- (f) the issue or redemption of Trust Units will be reflected in the computation of the Net Asset Value of the Trust no later than the next computation of such Net Asset Value made after the time as at which a Net Asset Value per Trust Unit is determined for the purpose of the issue or redemption of the Trust Units;
- (g) the early redemption fee of 5% will be to the benefit of the same Class of Trust Units subject to the early redemption fee;
- (h) the value of any other securities for which there is a published market will be the closing market price for such securities (or if there is no closing price the average of the closing bid and ask prices) on the Valuation Date; provided that if in the opinion of the Manager or its agent, such price does not properly reflect the price which would be received by the Trust upon disposal of the securities, the Manager or its agent may place such value upon such securities as appears to the Manager or its agent to most closely reflect the fair value of such securities;
- (i) the value of any other property for which a current third-party valuation is available will be the value as determined by the third-party valuator;
- (j) the value of all other property will be the value that the Manager or its agent determines in its reasonable discretion most accurately reflects its fair value;
- (k) the value of any asset measured in a foreign currency will be calculated by converting the value in the foreign currency into Canadian dollars using the rate of exchange current on the Valuation Date as determined by

the Manager or its agent;

- (l) the value of any security or property to which, in the opinion of the Manager, the above principles cannot be applied (whether because no price or yield equivalent quotations are available as above provided, or for any other reason) shall be the fair value thereof determined in good faith in such manner as the Manager or its agent from time to time adopts; and
- (m) all liabilities shall include only those expenses paid or payable by the Trust, including accrued contingent liabilities; however, expenses and fees allocable only to a Class of Trust Units shall not be deducted from the Net Asset Value of the Trust prior to determining the Net Asset Value of a Class, but shall thereafter be deducted from the Net Asset Value so determined for each such Class.

The process of valuing investments for which no published market exists is based on inherent uncertainties and the resulting values may differ from values that would have been used had a ready market existed for the investments and may differ from the prices at which the investments may be sold.

The Net Asset Value per Trust Unit of a Class at any particular time is the quotient obtained by dividing the Net Asset Value of a Class at that particular time by the total number of Trust Units of the Class outstanding at that particular time.

Net Asset Value calculated in the foregoing manner will be used for the purpose of calculating any fees payable to the Manager (and other service providers, if applicable) and will be published net of all fees paid and payable and redemptions. Such Net Asset Value will be used to determine the subscription price and redemption value of Trust Units. To the extent that such calculations are not in accordance with generally accepted accounting principles, the financial statements of the Trust will include a reconciliation note explaining any difference between such published Net Asset Value and Net Asset Value for financial reporting purposes (which must be calculated in accordance with generally accepted accounting principles).

5.2 Subscription Procedure

The Trust Units are conditionally offered if, as and when subscriptions are accepted by the Trust and subject to prior sale. There is no minimum or maximum offering. Subscriptions for Trust Units will be received by the Trust subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. Trust Units are offered on a continuous basis with closings generally occurring on the last Business Day of each calendar month. The settlement is on or about trade +15 Business Days from the closing date.

This Offering is being made in accordance with certain statutory prospectus exemptions contained in securities legislation in the jurisdictions in which the Trust Units are offered. Such exemptions relieve the Trust from provisions under such statutes requiring the Trust to file a prospectus to sell the Trust Units. As such, investors will not receive the benefits associated with purchasing the Trust Units pursuant to a filed prospectus, including the review of the material by the securities commissions or similar regulatory authority in such jurisdictions. The minimum investment for residents in each of the jurisdictions in which the Trust Units are offered, purchasing as principal, is \$10,000 (Canadian dollars). The Manager may, in its sole discretion, permit additional investments of lesser amounts.

Qualified Investors

The Trust Units are being offered on a continuous basis pursuant to exemptions from the prospectus and, where applicable, registration requirements of applicable securities legislation. In particular, the Trust is offering the Trust Units pursuant to the exemption from the prospectus requirements for **accredited investors**, the **offering memorandum exemption** and the **minimum amount investment exemption** as set out in *National Instrument 45-106 ("NI 45-106")*.

Each prospective and qualified investor who wishes to subscribe for Trust Units must complete and sign the form of

Subscription Agreement (including the applicable certificates and risk acknowledgement forms) specifying the number of Trust Units subscribed for and follow the instructions set forth in the Subscription Agreement.

The Subscription Agreement contains, among other things, representations and warranties required to be made by the subscriber that it is duly authorized to purchase the Trust Units, that it is purchasing the Trust Units for investment and not with a view for resale, and as to its corporate status or other qualifications to purchase the Trust Units on a "private placement" basis. Prospective investors are directed to review the Subscription Agreement and related documentation for the specific terms of these representations, warranties and conditions.

You may subscribe for Trust Units by delivering the following documents to the Trust at Four Bentall Centre, 1055 Dunsmuir Street, Suite 732, Box 49256 Vancouver, BC V7X 1L2:

- (a) a completed and executed Subscription Agreement;
- (b) a certified cheque, bank draft, wire transfer or other form of payment acceptable to the Manager in an amount equal to the aggregate subscription price, payable to the Trust;
- (c) any subscriber purchasing Trust Units pursuant to the Offering Memorandum Exemption must complete and sign two copies of the Form 45-106F4 – *Risk Acknowledgement* ("**Form 45-106F4**") attached as Appendix C to the Subscription Agreement (with one copy to be retained by the subscriber and one copy to be delivered to the Trust);
- (d) if the subscriber is an individual and resident in Alberta, New Brunswick, Nova Scotia, Ontario, Québec or Saskatchewan and is purchasing Trust Units pursuant to the Offering Memorandum Exemption, the subscriber must complete and sign two copies each of Schedule 1 and Schedule 2 to Form 45-106F4 attached as Appendix C to the Subscription Agreement (with one copy of each to be retained by the subscriber and one copy of each to be delivered to the Trust); and
- (e) if the subscriber is an "accredited investor" as defined in NI 45-106 and is purchasing Trust Units pursuant to the Accredited Investor Exemption, the subscriber must complete and sign the *Accredited Investor Certification* attached as Appendix A to the Subscription Agreement (and if applicable, Form 45-106F9 – *Form For Individual Accredited Investors* attached as Appendix B to the Subscription Agreement).

Notwithstanding the foregoing, Trust Units may be issued pursuant to other available exemptions from the prospectus requirements of applicable securities legislation provided that, in the sole discretion of the Manager, the conditions of such exemptions are satisfied.

Subscriptions for Trust Units will only be accepted through registered dealers. Prospective investors who wish to subscribe for Trust Units must complete, execute and deliver the Subscription Agreement that accompanies this Offering Memorandum to their dealer and tender the subscription amount by certified cheque, bank draft, wire order or other form of payment acceptable to the Manager (including through facilities of Fundserv) for payment of the subscription amount.

Subscription funds provided prior to a Valuation Date will be kept in a segregated account. Subscriptions for Trust Units are subject to acceptance or rejection in whole or in part by the Manager in its sole discretion. The Trust is not obliged to accept any subscription. No subscription for Trust Units will be accepted from a purchaser unless the Manager is satisfied that the subscription is in compliance with the requirements of applicable securities legislation. If a subscription is not accepted, the Trust will promptly return to the subscriber the Subscription Agreement and the money comprising such subscription without interest or deduction. Confirmation of acceptance of a subscription will be forwarded to the subscriber or, if applicable, to the relevant registered dealer by the Trust. A subscriber has the right to cancel the subscription by sending written notice before midnight on the second Business Day after a completed and signed Subscription Agreement and funds representing the subscription amount are received by the Manager. See Item 12 – *Trust Purchaser's Rights*. The Trust reserves the right to close the subscription books at any

time without notice.

Purchasers will be required to make certain representations (including those noted above) in the Subscription Agreement, and the Manager and the Trust are entitled to rely on such representations to establish the availability of exemptions from the prospectus requirements under applicable securities laws. In addition, each subscriber is also acknowledging in the Subscription Agreement that the investment portfolio and trading procedures of the Trust and the Partnership are proprietary in nature and agrees that all information relating to such investment portfolio and trading procedures will be kept confidential by such subscriber and will not be disclosed to third parties (excluding the subscriber's professional advisors) without the prior written consent of the Manager.

Trust Units may be purchased as at the close of business on a Valuation Date if a duly completed subscription form and the required payment reaches the Manager no later than 4:00 p.m. (Toronto time) prior to or on such Valuation Date.

Language of Documents

By purchasing Trust Units pursuant to this Offering Memorandum, each subscriber hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of securities described herein (including for greater certainty any purchase confirmation or notice) be drawn up in the English language only. En souscrivant à des titres en vertu de ce placement, chaque souscripteur reconnaît et convient par les présentes qu'il a expressément consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

ITEM 6 TRUST DISTRIBUTIONS

6.1 Quarterly Distributions

Beginning with the quarter ending December 31, 2018, and subject to the Partnership declaring a distribution to Limited Partners, the Trust will make a distribution to each Trust Unitholder of a Class on a quarterly basis. For each quarter ending March 31, June 30 and September 30, and subject to the Partnership declaring a distribution to Limited Partners, the Manager will distribute an amount it deems appropriate. Such quarterly distributions (for March 31, June 30 and September 30) will be paid in arrears, anticipated to be on or about 15 Business Days following the quarter to which the distribution relates. Each Final Year End Distribution will equal 100% of the Trust's net income and net realized capital gains for the applicable Class for the year, less any reserves that the Manager deems appropriate and any previous distributions made in that year. The Final Year End Distribution will be made in two payments. The first payment for the Final Year End Distribution will be made on January 15 following the most recent year end in an amount determined in the same manner as the previous March, June and September quarterly distributions. The second payment, if any, for the Final Year End Distribution will be paid in Trust Units in arrears not later than March 15 following the most recent year end in an amount equal to any amount payable in excess of the distributions previously paid. Only Trust Unitholders of record on December 31 of each year shall be entitled to the Final Year End Distribution.

Subject to a Trust Unitholder's election to receive distributions partially or wholly in Trust Units, distributions by the Trust may be paid in cash or Trust Units at the Manager's discretion. If the Trust has taxable income for which it has not received cash, the Trust may make distributions of such taxable income in Trust Units. Payment of income by the distribution of Trust Units may result in Trust Unitholders having a tax liability without a corresponding distribution of cash to pay that tax liability.

A Trust Unitholder who wishes to receive distributions in Trust Units must complete the distribution reinvestment plan enrolment form provided by the Trust's transfer agent.

To the extent distributions are calculated in respect of a period and payable at the end of such period, if for any

reason, including the termination of the Trust, such period is not completed or such amounts are no longer payable, then the distribution will be pro-rated to the end of the shortened period and be payable at the end of such shortened period.

Trust Unitholders who redeem their Trust Units prior to a quarter-end or year-end will not participate in distributions for that calendar quarter or the Final Year End Distribution, as the case may be.

The Trust intends to distribute all of the net income and net realized capital gains, if any, of the Trust to Trust Unitholders, so that the Trust will not be liable to pay income tax pursuant to the Tax Act during any year. Distributions to Trust Unitholders in excess of the net income and net realized capital gains, if any, of the Trust, will generally result in a reduction in the adjusted cost base of the Trust Units to the Trust Unitholder. Alternatively, the Trust may record these excess distributions as advances to Trust Unitholders which are repaid by way of reducing subsequent year's distributions. See Item 7 – *Trust Income Tax Consequences and Registered Plan Eligibility*.

Notwithstanding the foregoing, the Manager may, in its sole discretion, borrow on behalf of the Trust sufficient funds on such terms as it deems appropriate to make a cash distribution, on the condition that the Manager may not, at any point in time, incur a level of borrowing (including any short-term borrowings) in excess of 50% of Net Asset Value. In the event that the Manager, in its sole discretion, decides not to borrow funds in order to make a distribution wholly in cash, the distribution payable to the Trust Unitholders may include a distribution of additional Trust Units having a value equal to the cash shortfall. The distribution of Trust Units shall be subject to the requirements of the applicable Securities Authorities and if not permitted, distributions will be made in cash. The Manager may, in exceptional circumstances, consolidate the number of outstanding Trust Units after a distribution of additional Trust Units, so that each Trust Unitholder holds the same number of Trust Units held before the distribution of additional Trust Units.

The Trust has adopted a DRIP, pursuant to which Trust Unitholders are entitled to elect to have all distributions of the Trust automatically reinvested in additional Trust Units. No brokerage commission will be payable in connection with the purchase of Trust Units under the DRIP and all administrative costs will be borne by the Trust. Trust Unitholders resident outside of Canada will not be entitled to participate in the DRIP. Upon ceasing to be a resident of Canada, a Trust Unitholder must terminate his, her or its participation in the DRIP.

6.2 Distribution on Termination of the Trust

On the termination of the Trust, the assets of the Trust will be liquidated and the proceeds distributed in the following order:

- (a) to pay the liabilities of the Trust (including unpaid fees and expenses of the Manager) and to establish reserves for the contingent liabilities of the Trust; and
- (b) to redeem the Trust Units on a pro rata basis from the Trust Unitholders.

ITEM 7 TRUST INCOME TAX CONSEQUENCES AND REGISTERED PLAN ELIGIBILITY

7.1 Disclaimer

Before purchasing Trust Units, you should consult your own professional advisers to obtain advice on any and all income tax consequences that apply to you.

7.2 Summary of Significant Tax Consequences

The following is a general summary of the principal Canadian federal income tax considerations as at the date hereof, generally applicable to an investor who acquires Trust Units under this Offering Memorandum and who, for the purposes of the Tax Act, is resident in Canada, deals at arm's length with the Trust, and holds Trust Units as capital property. This summary has been prepared by the Manager.

This summary is based on the information contained in this Offering Memorandum, the current provisions of the Tax Act and the regulations made under the Tax Act, specific proposals to amend the Tax Act and those regulations that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof and the current administrative practices and assessing policies of the CRA made publicly available in writing prior to the date hereof. It is assumed that all amendments will be passed as proposed. ***Investors should consult their own tax advisers with respect to the tax consequences in their particular circumstances. No application has been made nor is it intended that any application be made for an advance income tax ruling with respect to the tax consequences of acquiring or holding Trust Units.***

This summary does not take into account or anticipate any other changes in law whether by legislative, governmental, or judicial action, nor does it take into account provincial or foreign income tax considerations which may differ significantly from those discussed herein.

This summary is based on the assumption that the Trust will continue to qualify at all times as a “mutual fund trust” for purposes of the Tax Act and that the Trust will validly elect under the Tax Act to be a mutual fund trust from the date it was established. To qualify as a mutual fund trust, (i) the Trust must be a Canadian resident “unit trust” for purposes of the Tax Act; (ii) the only undertaking of the Trust must be the investing of its funds in property (other than real property or interests in real property or an immovable or a real right in an immovable); and (iii) the Trust must comply with certain minimum requirements respecting the ownership and dispersal of Trust Units. The Manager expects that the Trust will qualify as a mutual fund trust under the Tax Act at all material times however there can be no assurance that this will be the case. In the event the Trust does not qualify as a mutual fund trust under the Tax Act at all relevant times, the income tax consequences described in this item would, in some respects, be materially and adversely different. This summary is also based on the assumption that the Trust will not be a “SIFT Trust” within the meaning of the Tax Act.

This summary is not exhaustive of all possible Canadian federal income tax considerations and does not deal with other federal, provincial or foreign income tax legislation or considerations. This summary does not address the deductibility of interest on any funds borrowed by a Trust Unitholder to purchase Trust Units. This summary is of a general nature only and is not intended to constitute legal or tax advice to any particular investor. Prospective investors are advised to consult their own tax advisers with respect to the tax consequences of investing in Trust Units based upon their particular circumstances.

Taxation of the Trust

The Trust will be taxable on its income determined under the Tax Act for each year, which will derive primarily from its allocated share of the net income of the Partnership for the fiscal period of the Partnership ending on or before the year end of the Trust, and any capital gains on the disposition of the Partnership Units, except to the extent such income or capital gains are paid or payable or deemed to have been paid or payable in such year to Trust Unitholders and is deducted by the Trust in computing its income for tax purposes. It is the Trust’s intention to distribute to Trust Unitholders in each year its net income and net realized capital gains (net of realized capital losses, if any), taking into account any entitlement to capital gains refunds, to such an extent that the Trust will not be liable in any year for ordinary income tax under Part I of the Tax Act.

Taxation of Trust Unitholders

Trust Unitholders will be required to include in their income for tax purposes for a particular year the amount of net income and the taxable portion of net realized capital gains, if any, paid or payable to them by the Trust, whether or not reinvested in additional Trust Units. Certain provisions of the Tax Act permit the Trust to make designations that have the effect of flowing through to the Trust Unitholders the income and taxable capital gains realized by the Trust. To the extent that appropriate designations are made by the Trust, taxable dividends, net taxable capital gains and foreign source income paid or payable to Trust Unitholders will generally be taxable as if such income had been received by them directly. Income earned (including income allocated by the Partnership) derived from foreign sources may be subject to foreign withholding taxes which, to the extent permitted by the Tax Act, may be claimed

as a deduction or credit by Trust Unitholders. To the extent that distributions to Trust Unitholders exceed the net income and net realized capital gains of the Trust for the year, such excess distributions will not be taxable in the hands of the Trust Unitholder but will reduce the adjusted cost base to the Trust Unitholder of such Trust Unitholder's Trust Units. If the adjusted cost base to the Trust Unitholder of such Trust Unitholder's Trust Units becomes negative, the amount by which it is negative is an immediate capital gain to the Trust Unitholder, and the adjusted cost base of the Trust Units resets at zero.

Trust Unitholders will be advised each year of the amount of net income, net realized capital gains and excess distributions described above that are paid or payable to them, the amount of net income considered to have been received as a taxable dividend and the amount of any foreign taxes considered to have been paid by them. Individuals may be liable for alternative minimum tax in respect of distributions designated as dividends from taxable Canadian corporations and taxable capital gains.

A Trust Unitholder's share of distributions paid by the Trust will generally be based on the number of Trust Units held by the Trust Unitholder on the record date of the distribution regardless of how long the Trust Unitholder has owned his, her or its Trust Units. Where a Trust Unitholder purchases Trust Units, the Net Asset Value per Trust Unit, and therefore the price paid for the Trust Unit, may reflect income and gains that have accrued in the Trust which have not yet been realized or distributed. When such income and gains are distributed by the Trust, the Trust Unitholder will be required to include his, her or its share of the distribution in his, her or its income even though some of the distribution the Trust Unitholder received may reflect the purchase price paid by the Trust Unitholder for the Trust Units. This effect could be particularly significant if the Trust Unitholder purchases Trust Units just before a record date for distribution by the Trust.

Upon the actual or deemed disposition of a Trust Unit, including the redemption of a Trust Unit by the Trust, a capital gain (or a capital loss) will generally be realized to the extent that the proceeds of disposition of the Trust Unit exceed (or are exceeded by) the aggregate of the adjusted cost base of the Trust Unit to the Trust Unitholder and any reasonable costs of disposition. Under the Tax Act, one-half of capital gains are generally included in an individual's income and one-half of capital losses are deductible only against taxable capital gains, subject to the rules in the Tax Act. Capital gains realized by individuals may give rise to alternative minimum tax.

7.3 Eligibility for Investment

Provided the Trust continues to qualify as a "mutual fund trust" at all relevant times for purposes of the Tax Act, Trust Units will be qualified investments for trusts governed by RRSPs, RRIFs, DPSPs, RESPs, RDSPs and TFSAs.

Notwithstanding that Trust Units may be qualified investments for a TFSA, RRSP and RRIF, the holder of a TFSA or the annuitant of a RRSP or RRIF, as the case may be, will be subject to a penalty tax if the Trust Units are a "prohibited investment" under the Tax Act for the TFSA, RRSP or RRIF, as the case may be. A Trust Unit will generally be a "prohibited investment" if the holder of the TFSA or the annuitant of the RRSP or RRIF, as the case may be, (i) does not deal at arm's length with the Trust for purposes of the Tax Act; or (ii) has a "significant interest" (within the meaning of the Tax Act) in the Trust, as the case may be.

In addition, the Trust Units will generally not be a "prohibited investment" if the Trust Units are "excluded property" (as defined in the Tax Act).

Before purchasing Trust Units, you should consult your own professional advisers to obtain advice on the eligibility of Trust Units for investment in your particular circumstances.

ITEM 8 TRUST COMPENSATION PAID TO DEALERS

8.1 Selling Commissions

Subscriptions for Trust Units will only be accepted through registered dealers. Registered dealers may, at their

discretion, charge purchasers a front-end sales commission of up to 5% of the subscription price of a Gross Subscription Order for Class A Trust Units. Any such sales commission will be negotiated between the registered dealer and the purchaser and will be deducted from the Gross Subscription Order and paid by the purchaser, directly to the registered dealer. In certain circumstances, registered dealers may be reimbursed for their due diligence costs, and other forms of consideration, and charge purchasers a Dealer Fee of up to 1% of the subscription price of the Class A Trust Units being purchased. The Dealer Fee will also be deducted from the subscription and paid directly by the purchaser to the registered dealer. The net subscription amount, being the Gross Subscription Order less any front-end sales commission and any Dealer Fee, will then be invested into the Trust. There is no sales commission or dealer fee on purchases of Class F Trust Units.

The Trust will pay a Trailer Fee, which is an annual servicing fee equal to 1% per annum of the Net Asset Value of the Class A Trust Units sold by a registered dealer in respect of the Class A Trust Units, payable quarterly in arrears.

There is no Trailer Fee associated with the Class F Trust Units.

The Trust will not pay any commissions to persons that the Trust is not permitted to pay a commission, notwithstanding the purchase option selected by the purchaser.

8.2 Short-Term Trading Deduction

In order to protect the interest of the remaining Trust Unitholders and to discourage short-term trading in the Trust, Trust Units redeemed on a Redemption Date occurring prior to the 18-month anniversary of the Trust Unitholder's initial subscription for such Trust Units will be subject to an early redemption fee of 5% of the Net Asset Value per Trust Unit of the Trust Units redeemed and any such early redemption fee will be deducted from the redemption proceeds otherwise payable to the Trust Unitholder, and any such early redemption fee will be to the benefit of the same Class of Trust Units subject to the early redemption fee. Redemption requests and fees are irrevocable except with the consent of the Manager in its absolute discretion.

8.3 Dealer Compensation

As set out under "Selling Commissions" above, brokers, dealers or advisors selling Trust Units may charge investors a commission at the time of purchasing Trust Units, which will reduce the amount of money invested in the Trust. The Trust will pay an investor's authorized broker, dealer or advisor Trailer Fees as compensation for ongoing advice and service in respect of Class A Trust Units. The Trailer Fees are accrued monthly and are paid quarterly at the current annual rate of 1% of the Net Asset Value per Trust Unit of the Class A Trust Units held by clients of the authorized broker, dealer or advisor. The Trailer Fee is calculated based on the Net Asset Value per Unit of the Class A Trust Units for each calendar quarter. The Trailer Fee will not be paid if Class A Trust Units are redeemed. Trailer Fees are calculated monthly and payable, on or about 45 days following the last day of each calendar quarter. The Trust may, from time to time, pay the Trailer Fee more frequently than quarterly, in which event the Trailer Fee will be pro-rated for the period to which it relates.

Selling commissions and Trailer Fees payable by the Trust may be modified or discontinued by the Manager at any time. The Manager may, at its discretion, negotiate, change the terms and conditions of, or discontinue the Trailer Fee with brokers, dealers and advisors. Brokers, dealers or advisors qualifying for a Trailer Fee in respect of the Trust for the first time must contact the Manager in writing to arrange the first payment. Payments thereafter are made automatically as long as the broker, dealer or advisor continues to qualify.

ITEM 9 TRUST RISK FACTORS

The purchase of Trust Units involves a number of risk factors. An investor should reach a decision to invest in the Trust after careful consideration with his, her or advisors as to the suitability of an investment in the Trust in light of its investment objective and the information set out in this Offering Memorandum. The Manager does not make any recommendation as to the suitability of the Trust for investment by any person. All prospective Trust Unitholders

should consider an investment in the Trust within the overall context of their investment objectives. Investment considerations include, but are not limited to: setting objectives, defining risk/return constraints and considering time horizons. This Offering is not suitable for investors who cannot afford to assume moderate risks in connection with their investments. In addition to the factors set forth elsewhere in this Offering Memorandum, prospective investors should consider the following factors.

Return on Trust Units Determined By Reference to Investment Portfolio

Trust Unitholders' returns on the Trust Units will be determined by reference to any cumulative net gains or losses (if any) arising from the investment activities of the Trust and any appreciation (including all the accrued interest thereon) earned in the Trust Units. The return on the Trust Units may decrease as well as increase. The Trust makes no representation as to any return that a Trust Unitholder will earn on the Trust Units and there can be no assurance that information on the General Partner or the Partnership set out in this Offering Memorandum will be, in any respect, indicative of how they will perform (either in terms of profitability, volatility or low correlation with other investments) in the future.

Shortfall in Financing

Until the Trust generates sufficient cash flow to pay for the Operating Expenses, the Manager intends to pay the Operating Expenses of the Trust and may waive its right to reimbursement from the Trust. However, the Manager has no obligation to fund such Operating Expenses or any other deficits of the Trust or to advance funds to continue the operation of the Trust. Even if the Manager elects to do so voluntarily or is held accountable by Trust creditors, its available assets may not be adequate to satisfy the needs of the Trust.

If at any time there is not sufficient cash on hand to redeem Trust Units, the Partnership may borrow an amount to finance the redemption of Trust Units; however, the aggregate amount outstanding for this purpose from time to time may not exceed 50% of the net asset value of the Partnership. Any such borrowing could have an adverse impact on the net asset value of the Partnership and as a result there can be no assurance that such financing will be available.

If Trust revenues are insufficient to pay the expenses of the Trust and/or fund redemptions and if the Manager does not advance such additional funds as may be needed by the Trust, the Trust may not be able to continue its operations in the absence of an alternative source of financing, and there can be no assurance that such financing will be available.

General Investment Risk

The Net Asset Value per Trust Unit will vary directly with the value and return of the Partnership's underlying investments. There can be no assurance that the Trust will not incur losses. There is no guarantee that the Trust will earn a return.

Limited Ability to Liquidate Investment

There is no formal market for Trust Units and one is not expected to develop. The offering of Trust Units is not qualified by way of a prospectus, and consequently the resale of Trust Units is subject to restrictions under applicable securities laws. In addition, Trust Units may not be assigned, encumbered, pledged, hypothecated or otherwise transferred except with the prior written consent of the Manager, which may be withheld in the Manager's sole and absolute discretion. Accordingly, it is possible that Trust Unitholders may not be able to resell their Trust Units other than by way of redemption which redemption will be subject to the limitations described in Item 5.1 – *Trust Terms of Securities*. There are circumstances where the Trust may suspend redemptions. In certain circumstances, Trust Unitholders may not be able to liquidate their investments in a timely manner. As a result, an investment in the Trust Units is suitable for investors who do not require liquidity for their investment and are able to bear the financial risk of the investment for an extended period of time.

Redemptions

Redemptions may be suspended in certain circumstances. See Item 5.1 – *Trust Terms of Securities*. Substantial redemptions of Trust Units from the Trust could require the Trust and/or the Partnership to liquidate positions more rapidly than otherwise desirable or to borrow money to raise the necessary cash to fund redemptions. Such factors could adversely affect the value of the Trust Units redeemed and of the Trust Units remaining.

Tax Matters

The return on the Trust Unitholder's investment in Trust Units is subject to changes in Canadian federal and provincial tax laws, tax proposals, other governmental policies or regulations and governmental, administrative or judicial interpretation of the same. There can be no assurance that tax laws, tax proposals, policies or regulations, or the interpretation thereof, will not be changed in a manner which will fundamentally alter the tax consequences to Trust Unitholders acquiring, holding or disposing of Trust Units.

If the Trust ceases to qualify as a mutual fund trust or a registered investment, Trust Units may cease to be qualified investments for deferred plans. This could result in deferred plans which hold Trust Units becoming liable for a penalty tax under the Tax Act.

Payment of income by the distribution of Trust Units can result in Trust Unitholders having a tax liability without a corresponding distribution of cash to pay that tax liability. There can be no assurance that cash distributions to pay that tax liability, in whole or in part, will be made.

Fund of Fund Risk

The Trust will invest all or substantially all of its assets in the Partnership. The investments of the Partnership will be selected by the General Partner, in its capacity as General Partner of the Partnership, in its sole discretion, in the interest of achieving the investment objectives of the Partnership.

The Partnership and the Trust bear their own operating expenses, as a result, notwithstanding the Trust's investment in the Partnership, the Net Asset Value of the Trust will not necessarily coincide with, and may be less than, the net asset value of the Partnership Units it holds.

The Trust is a limited partner of the Partnership and as a result there are certain risks applicable to the Trust in its capacity as a limited partner of the Partnership. While it is expected that the Trust will have limited liability, if the Trust were to lose its status as a limited partner, the Trust could lose its mutual fund trust status. It could also be liable for its subscription price, *pro rata* share of undistributed income retained by the Partnership and for any portion of the subscription price returned to the Trust by the Partnership. In addition, in certain circumstances, the Trust could be required to return distributions previously made by the Partnership. Where the Trust has received the return of all or part of the amount contributed to the Partnership, the Trust is nevertheless liable to the Partnership or, where the Partnership is dissolved, to its creditors for any amount, 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 otherwise arose before the return of the contribution. The occurrence of any of the above could have an adverse effect on the value of Trust Units.

Not a Public Mutual Fund or Investment Fund

The Trust is not subject to the restrictions placed on public mutual funds to ensure diversification and liquidity of the Trust's portfolio. The Trust is not considered to be an "investment fund" or "mutual fund" for the purposes of applicable securities law and accordingly, the Trust is not subject to certain restrictions and disclosure obligations applicable to entities that are considered to be mutual funds and investments funds for the purposes of applicable securities laws.

Fees and Expenses

The Trust may be obligated to pay fees, commissions, administration, accounting, filing and other expenses regardless of whether it realizes profits.

Not a Trust Company

The Trust is not a trust company and, accordingly, is not registered under the trust company legislation of any jurisdiction. Trust Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under provisions of that statute or any other legislation.

No Guaranteed Return

There is no guarantee that an investment in Trust Units will earn any positive return in the short or long-term.

Net Asset Value and Estimated Values

Valuation of the investments held by the Trust and the Partnership may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the Net Asset Value of the Trust and the Net Asset Value per Trust Unit could be adversely affected. The calculation of the Net Asset Value of the Trust is based on the net asset value of the Partnership Units held by the Trust. The net asset value of the Partnership Units is based on the Partnership’s underlying investments, which investments may be illiquid and difficult to value. No adjustments will be made to the number of Trust Units purchased or redeemed by an investor in the Trust because of the use of estimated values in determining the net asset value of the investments of the Partnership. The valuation of the Trust and the Partnership’s assets for the purpose of determining subscription and redemption prices of Trust Units and the calculation of applicable fees, may not be in accordance with generally accepted accounting principles.

Nature of the Trust Units

The Trust Units are neither fixed income nor equity securities. Trust Units are dissimilar to debt instruments in that there is no principal amount owing to Trust Unitholders. Trust Unitholders will not have the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring “oppression” or “derivative” actions.

Trust Unitholders not entitled to Participate in Management

Trust Unitholders are not entitled to participate in the management or control of the Trust or its operations. Trust Unitholders do not have any input into the Trust’s investment objectives, strategies and restrictions. The success or failure of the Trust will ultimately depend on the investment of the assets of the Trust by the Manager, with which Trust Unitholders will not have any direct dealings.

Reliance on Manager

The Trust will be relying on the knowledge and expertise of the Manager. The Manager will make the actual investment decisions upon which the success of the Trust will depend significantly. No assurance can be given that the investment approaches utilized by the Manager will prove successful. There can be no assurance that satisfactory replacements for the Manager will be available, if the Manager ceases to act as such. Termination of the Manager will expose investors to the risks involved in whatever new investment management arrangements can be made.

Dependence of Manager on Key Personnel

The Manager will depend, to a great extent, on the services of a limited number of individuals in the administration of the Trust’s activities. The loss of such individuals for any reason could impair the ability of the Manager to perform

its management activities on behalf of the Trust.

Potential Conflicts of Interest

The Manager may also act in the same or similar capacities in respect of other entities, including the Partnership. The Manager, its respective officers, directors, employees, or shareholders are not limited or affected in their ability to carry on other business ventures for their own account, or for the account of others, and there may be situations where the interests of the Trust conflict with the interests of the officers and directors of the Manager. The directors and officers of the Manager will devote to the Trust's affairs only such time as may be necessary to conduct its business and to discharge their fiduciary obligations to the Trust.

Connected and Related Issuers

The Manager is registered as an investment fund manager, portfolio manager and exempt market dealer in the Provinces of Alberta, British Columbia, Saskatchewan, Manitoba, Ontario, Québec and Nova Scotia and as an investment fund manager in the Province of Newfoundland and Labrador. Those securities regulatory authorities and regulators, among others, have expressed concerns that, when a registered dealer trades in, or a registered adviser that advises on, securities of an issuer to which it is "connected" or "related", conflicts of interest may arise. As a result, a registered dealer that trades in, and a registered adviser that advises on, securities of an issuer to which it is "connected" or "related" is required to do so only in accordance with applicable securities law.

The Trust may be considered a "connected" issuer to the Manager when it sells Trust Units on behalf of the Trust. While the Manager does not receive a fee for selling the Trust Units, it does receive management fees for management and advisory services rendered to the Trust. See Item 2.7 – *Trust's Material Agreements* for a discussion of management fees payable to the Manager.

Tax Liability

The Trust is not required to distribute its income in cash. If the Trust has taxable income for Canadian federal income tax purposes for a fiscal year, such income will be distributed to Trust Unitholders in accordance with the provisions of the Trust Agreement by reinvestment in additional Trust Units. Trust Unitholders will be required to include all such distributions in computing their income for tax purposes, even if that cash may not have been distributed to such Trust Unitholders. Cash distributions to a particular Trust Unitholder may not correspond to the economic gains and losses which such Trust Unitholder may experience.

Potential Indemnification Obligations

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

Class Risk

Since the Trust has multiple Classes, each Class will be charged expenses that are specifically attributable to such Class. The Manager will generally allocate all other expenses of the Trust among the Classes in such manner as the Manager considers appropriate and equitable. However, if the Trust cannot pay the expenses of one Class using its proportionate share of the Trust's assets, the Trust will be required to pay those expenses out of the other Classes' proportionate share of the Trust's assets which could lower the investment returns of the other Classes.

Liability of Trust Unitholders

The Trust is a unit trust and, as such, the Trust Unitholders do not receive the protection of statutorily mandated limited liability as in the case of shareholders of most Canadian corporations. The Trust Agreement provides that no Trust Unitholder shall be subject to any liability whatsoever, in tort, contract or otherwise, to any person in connection with the investment obligations, affairs or assets of the Trust and all such persons shall look solely to the Trust's assets for satisfaction of claims of any nature arising out of or in connection therewith. There is a risk, which is considered by the Manager to be remote in the circumstances, that a Trust Unitholder could be held personally liable, notwithstanding the foregoing statement in the Trust Agreement, for obligations of the Trust to the extent that claims are not satisfied out of the assets of the Trust. It is intended that the operations of the Trust will be conducted in such manner so as to minimize such risk. In the event that a Trust Unitholder should be required to satisfy any obligation of the Trust, such Trust Unitholder will be entitled to reimbursement from any available assets of the Trust. However, there is no assurance that the assets of the Trust will be sufficient to meet any indemnification obligations.

Lack of Independent Experts Representing Trust Unitholders

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

Legal, Tax and Regulatory Risks

Legal, tax and regulatory changes to laws or administrative practice could adversely affect the Trust. Interpretation of law or administrative practice may affect the characterization of the Trust's earnings (including income earned from the Partnership) as capital gains or income, which may increase the level of tax borne by the investor as a result of increased taxable distributions from the Trust.

Under FATCA, the IRS will impose a 30% U.S. withholding tax on certain U.S. source income and on gross proceeds from the disposition of property that can give rise to U.S. source interest or dividends paid to a non-U.S. financial institution unless the non-U.S. financial institution enters into and complies with an agreement with the IRS (or is subject to an intergovernmental agreement as described below). As the Trust is considered to be a non-U.S. financial institution for purposes of FATCA, certain payments to the Trust are subject to these U.S. withholding tax requirements unless certain information is collected from Trust Unitholders to determine whether the Trust Unitholder is a U.S. person or in certain cases whether a non-U.S. entity Trust Unitholder has any U.S. owners, and certain information is provided to the IRS with respect to these investors. Furthermore, a 30% U.S. withholding tax may be required to be withheld from all or a portion of certain payments made to a Trust Unitholder who (i) fails to provide the required information, or (ii) is a non-U.S. financial institution that has not entered into an agreement with the IRS under FATCA or holds securities of the Trust directly or indirectly through such a non-compliant non-U.S. financial institution.

To achieve the U.S. objectives of FATCA in a manner that is consistent with Canadian law, Canada enacted Part XVIII and agreed to the Canadian IGA with the U.S. Under the terms of the Canadian IGA, the Trust does not have to enter into an individual FATCA agreement with the IRS but the Trust is required to register with the IRS and to identify and report certain information on the accounts held by U.S. persons owning, directly or indirectly, an interest in the Trust, or held by certain other persons or entities. In addition, the Trust does not have to provide information directly to the IRS but instead is required to report information to the CRA. The CRA in turn exchanges information with the IRS under the existing provisions of the Canada-U.S. Income Tax Convention. The Canadian IGA sets out specific accounts that are exempt from being reported, including certain tax deferred plans. By investing in the Trust and providing residency and identity information, in some cases through a dealer, the Trust Unitholder is deemed to consent to the Trust disclosing such information to the Canadian tax authorities. If the Trust is unable to comply with any of its obligations under the Canadian IGA, the imposition of the 30% U.S. withholding tax may result in reduced investment returns to Trust Unitholders.

In 2017, Canada also signed the CRS. The CRS is a global model for the automatic exchange of information on certain financial accounts that is similar in many ways to FATCA. More than 95 countries, including Canada, have agreed to implement the CRS. Canada enacted legislation under Part XIX, which became effective as of July 1, 2017, and began requiring the annual reporting of information to the CRA in May 2018. The CRA intends to exchange the information it collects with those CRS participating countries with which Canada has a tax exchange agreement.

If the Trust fails to meet its obligations under Part XVIII and/or Part XIX, as the case may be, it may be subject to the offences and punishment of the Tax Act. In addition, the administrative costs of compliance with FATCA and CRS may also cause an increase in the operating expenses of the Trust, further reducing returns to Trust Unitholders. Trust Unitholders should consult their own tax advisors regarding the possible implications of this legislation on them and their investments.

To the extent that any non-Canadian entities in which the Trust directly invests are “foreign affiliates” and “controlled foreign affiliates”, collectively referred to herein as “CFAs”, of the Trust, and such entities earn income that is characterized as “foreign accrual property income”, or “FAPI”, as defined in the Tax Act, the Trust’s proportionate share of such FAPI must be included in computing the income of the Trust for Canadian federal income tax purposes for the fiscal period of the Trust in which the taxation year of such CFA that earned the FAPI ends, whether or not the Trust actually receives a distribution of such income from the CFA. As a result, the Trust may be required to include amounts allocated from the Trust in computing its income for Canadian federal income tax purposes even though there may be no corresponding cash distribution from the Trust. Consequently, Trust Unitholders may be required to include amounts in their income even though they have not and may not receive an actual cash distribution of such amount from the Trust. The Manager does not expect the Trust to invest in CFAs.

Section 94.1 of the Tax Act contains rules relating to investments in non-resident entities that could in certain circumstances cause income to be imputed to the Trust for Canadian federal income tax purposes. These rules would apply if it is reasonable to conclude, having regard to all the circumstances, that one of the main reasons for the Trust acquiring or holding an investment in a non-resident entity is to derive a benefit from “portfolio investments” in such a manner that taxes under the Tax Act on income, profits and gains for any year are significantly less than they would have been if such income, profits and gains had been earned directly. In determining whether this is the case, section 94.1 of the Tax Act provides that consideration must be given to, among other factors, the extent to which the income, profits and gains for any fiscal period are distributed in that or the immediately following fiscal period. If these rules apply to the Trust, income for Canadian federal income tax purposes will be imputed directly to the Trust in accordance with the rules in section 94.1 of the Tax Act. The proportionate share of such income will be allocated to the Trust, and distributed to Trust Unitholders.

No assurance can be given that section 94.1 of the Tax Act will not apply to the Trust. The rules in section 94.1 of the Tax Act are complex and investors should consult their own tax advisors regarding the application of these rules to them in their particular circumstances.

Early Termination

In the event of the early termination of the Trust, the Trust would distribute to the Trust Unitholders *pro rata*, with the other Trust Unitholders, their interest in the assets of the Trust available for such distribution, subject to the rights of the Manager to retain monies for costs and expenses. Certain assets held by the Trust may be illiquid and might have little or no marketable value. In addition, the assets held by the Trust would have to be sold by the Trust or distributed in kind to the Trust Unitholders. It is possible that at the time of such sale or distribution certain securities held by the Trust would be worth less than the initial cost of such assets, resulting in a loss to the Trust Unitholders.

Borrowing

The Trust does not expect to utilize borrowing to invest in the Partnership or to pay expenses or fund redemptions. However, the Trust may borrow in accordance with the terms of the Trust Agreement. If the Trust were to do so, such borrowing may increase the risk that actual returns may be lower than targeted returns and that losses of capital may

occur. The amount borrowed may cause a decrease in the Net Asset Value of the Trust in excess of that which would be experienced if there were no borrowed amount owed by the Trust. If borrowing does take place and the overdraft facility is called by the lender, the Trust may be required to liquidate assets to repay the indebtedness sooner than it may otherwise have chosen to do so. The Trust will pay, and the Trust Unitholders will bear, any costs and expenses associated with any leverage. Any decline in the Trust's assets and ultimately the Net Asset Value of the Trust will be borne entirely by the Trust Unitholders.

Global Pandemic

In 2022, the pandemic is a lower risk factor for producers. The impact of COVID-19 on the financial results and condition of the Trust in future periods is expected to be less of a risk.

General Economic and Market Conditions

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

ITEM 10 TRUST REPORTING OBLIGATIONS

The Manager shall provide to Trust Unitholders such financial statements and other reports as are from time to time required by applicable securities laws. Annual audited financial statements of the Trust are available to Trust Unitholders upon request and will be available on the Manager's website (www.qwestfunds.com). Such statements are generally available within 120 days of the Trust's fiscal year end.

The Net Asset Value per Trust Unit of each Trust Unitholder's Trust Units and of the Trust will be made available on a monthly basis.

The Manager shall send, or cause to be sent, to all Trust Unitholders information required by law for income tax purposes within the time prescribed by law.

ITEM 11 TRUST UNITHOLDER RESALE RESTRICTIONS

Trust Units will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Trust Units unless you comply with an exemption from the prospectus requirements under applicable securities legislation. Unless permitted under securities legislation, you cannot trade the Trust Units before the date that is four months and a day after the date the Trust becomes a reporting issuer in any province or territory of Canada. As the Trust is not currently a reporting issuer in any province or territory of Canada, and does not contemplate becoming a reporting issuer, the statutory hold period could be indefinite.

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

- (a) the Trust has filed a prospectus with the regulator in Manitoba with respect to the Trust Units and the regulator in Manitoba has issued a receipt for that prospectus, or you have held the Trust Units for at least 12 months.
- (b) the regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

ITEM 12 TRUST PURCHASERS' RIGHTS

If you purchase the Trust Units described in this Offering Memorandum, you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

Any OM Marketing Materials related to the Offering and which are delivered or made reasonably available to a purchaser before the closing of that purchaser's subscription for Trust Units are deemed to be incorporated by reference in this Offering Memorandum. The Trust reserves the right to modify such OM Marketing Materials in a non-material way without re-delivering or without making reasonably available such modified marketing materials to a prospective purchaser.

12.1 Two Day Cancellation Right

You can cancel your agreement to purchase the Trust Units. To do so, you must send a notice to the Trust by midnight on the 2nd Business Day after you sign the agreement to buy the Trust Units.

12.2 Statutory Rights of Action in the Event of a Misrepresentation

Securities legislation in certain of the Provinces and Territories of Canada provides investors in the Trust with a statutory right of action for damages or rescission in cases where an offering memorandum or any amendment thereto contains a Misrepresentation. As used herein, "**Misrepresentation**" means: (a) in the case of all jurisdictions except Québec, an untrue statement of a material fact, or an omission to state a material fact that is required to be stated, or that is necessary to make a statement not misleading in the light of the circumstances in which it was made; and (b) in the case of Québec, any misleading information on a material fact as well as any omission of a material fact.

These rights, or notice with respect thereto, must be exercised or delivered, as the case may be, by investors within the time limits prescribed and are subject to the defenses and limitations contained under applicable securities legislation.

The following summaries are subject to the express provisions of the securities legislation applicable in each of the Provinces and Territories of Canada and the regulations, rules and policy statements thereunder. Investors should refer to the securities legislation applicable in their Province or Territory along with the regulations, rules and policy statements thereunder for the complete text of these provisions or should consult with their legal advisor. The contractual and statutory rights of action described in this Offering Memorandum are in addition to and do not undermine from any other right or remedy that investors may have at law.

Investors in Alberta, British Columbia, Prince Edward Island, Newfoundland and Labrador, the Northwest Territories, Nunavut and the Yukon

If you are a resident of Alberta, British Columbia, Prince Edward Island, Newfoundland and Labrador, the Northwest Territories, Nunavut or the Yukon, and an offering memorandum (such as this Offering Memorandum), together with amendments thereto, contains a misrepresentation, you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities; or
- (b) for damages against the issuer, every person who was a director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum.

In Alberta, Prince Edward Island, Newfoundland and Labrador, the Northwest Territories, Nunavut or the Yukon, if you exercise your right against the issuer to cancel your agreement to buy the securities, you will have no right of action for damages against any of the persons described in (b) above. In British Columbia, if you exercise your right against the issuer to cancel your agreement to buy the securities, you will have no right of action for damages against the issuer.

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

If you intend to rely on the rights described in (a) to (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days from the day of the transaction. You must commence your action for damages within the earlier of 180 days of learning of the misrepresentation and three years from the date of the transaction.

Investors in Ontario

If you are a resident of Ontario and there is a misrepresentation in an offering memorandum (such as this Offering Memorandum), together with any amendment to it, under section 130.1 of the *Securities Act* (Ontario) you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities; or
- (b) for damages against the issuer.

If you exercise your right against the issuer to cancel your agreement to buy the securities, you will have no right of action for damages against the issuer.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In an action for damages, the amount recoverable shall not exceed the price at which the securities were offered and the defendant will not be liable for all or any portion of such damages that the defendant proves does not represent the depreciation in value of the securities as a result of the misrepresentation. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations.

You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action.

You must commence your action for damages within the earlier of: (i) 180 days after the plaintiff 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.

Where this Offering Memorandum is delivered, but the distribution is made in reliance on the exemption from the prospectus requirements contained under the Accredited Investor Exemption, the rights referred to in section 130.1 of the *Securities Act* (Ontario) above 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.

Investors in Saskatchewan

If you are resident in Saskatchewan and an offering memorandum (such as this Offering Memorandum), together with

any amendments thereto, contains a misrepresentation, subject to certain limitations, you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities; or
- (b) for damages against:
 - (i) the issuer, every person who was a director or the promoter of the issuer, at the date the offering memorandum was sent or delivered,
 - (ii) every person or company whose consent has been filed respecting the offering of securities pursuant to the offering memorandum, but only with respect to reports, opinions or statements that have been made by them,
 - (iii) every person who, or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed the offering memorandum, and
 - (iv) every person who, or company that, sells the securities on behalf of the issuer under the offering memorandum.

If you exercise your right against the issuer to cancel your agreement to buy the securities, you will have no right of action for damages against the issuer.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations.

You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action.

You must commence your action for damages within the earlier of: (i) one year after the plaintiff 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.

Similar rights of action for damages and rescission are provided under the securities legislation of Saskatchewan in respect of a misrepresentation in advertising and sales literature disseminated or in case of a verbal misrepresentation made in connection with an offering of securities.

Investors in Manitoba

If you are a resident in Manitoba and an offering memorandum (such as this Offering Memorandum), together with any amendments thereto, contains a misrepresentation, you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities; or
- (b) for damages against the issuer, every person who was a director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum.

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

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are

various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations.

You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action or commence your action for damages within the earlier of: (i) 180 days after 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.

Investors in New Brunswick

If you are a resident in New Brunswick and an offering memorandum (such as this Offering Memorandum), together with any amendments thereto, contains a misrepresentation, you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities; or
- (b) for damages against the issuer, every person who was a director of the issuer at the date of the offering memorandum, and every person who signed the offering memorandum.

If you exercise your right against the issuer to cancel your agreement to buy the securities, you will have no right of action for damages against the issuer.

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

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

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action or commence your action for damages within the earlier of: (i) one year after the plaintiff 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 action.

Similar rights of action for damages and rescission are provided under the securities legislation of New Brunswick in respect of a misrepresentation in advertising and sales literature disseminated or in case of a verbal misrepresentation made in connection with an offering of securities.

Investors in Nova Scotia

If you are a resident in Nova Scotia and an offering memorandum (such as this Offering Memorandum), together with any amendments thereto, contains a misrepresentation, you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities; or
- (b) for damages against the issuer, every person who was a director of the issuer at the date of the offering memorandum, and every person who signed the offering memorandum.

If you exercise your right against the issuer to cancel your agreement to buy the securities, you will have no right of

action for damages against any of the persons described in (b) above.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations.

You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action or commence your action for damages within the earlier of: (i) 180 days after the plaintiff 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.

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

If you intend to rely on the rights described in (a) to (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days from the day of the transaction. You must commence your action for damages within the earlier of 180 days of learning of the misrepresentation and three years from the date of the transaction. Furthermore, no action shall be commenced to enforce the right of action described in (a) to (b) above unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the securities or after the date on which the initial payment for the securities was made where payments

Investors in Québec

If you are a resident of Québec and if there is a misrepresentation in an offering memorandum (such as this Offering Memorandum), together with any amendments thereto, you have a statutory right to sue:

- (a) the issuer to cancel your agreement to buy the securities, or
- (b) for damages against the issuer, every person who was acting in the capacity of a director or officer of the issuer at the date of the offering memorandum, any dealer under contract to the issuer, every other person who signed the offering memorandum and any expert whose opinion, containing a misrepresentation, appeared, with the expert's consent, in the offering memorandum.

If you exercise your right against the issuer to cancel your agreement to buy the securities, you will still have a right of action for damages against the issuer.

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

- (a) you knew of the misrepresentation when you purchased the securities, or
- (b) in an action for damages, the person acted prudently and diligently (except in an action brought against the issuer).

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within three years after the date that you purchased the securities. You must commence your action for damages within the earlier of three years after you first had knowledge of the facts giving rise to the cause of action and five years after the date of filing the offering memorandum with the *Autorité*

des marchés financiers.

ITEM 13 FINANCIAL STATEMENTS OF THE TRUST



Qwest Productivity Media Income Trust



Financial Statements
December 31, 2022



KPMG LLP
PO Box 10426 777 Dunsmuir Street
Vancouver BC V7Y 1K3
Canada
Telephone (604) 691-3000
Fax (604) 691-3031

INDEPENDENT AUDITOR'S REPORT

To the Unitholders of Qwest Productivity Media Income Trust:

Opinion

We have audited the financial statements of Qwest Productivity Media Income Trust (the "Trust"), which comprise:

- the statement of financial position as at December 31, 2022
- the statement of comprehensive income for the year then ended
- the statement of changes in net assets attributable to holders of redeemable units for the year then ended
- the statement of cash flows for the year then ended
- and notes to the financial statements, including a summary of significant accounting policies

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

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as at December 31, 2022, and its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "***Auditor's Responsibilities for the Audit of the Financial Statements***" section of our auditor's report.

We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of the Manager and Those Charged with Governance for the Financial Statements

The Manager is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS, and for such internal control as the Manager determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Manager is responsible for assessing the Trust's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless the Manager either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Manager.
- Conclude on the appropriateness of the Manager's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

A handwritten signature in black ink that reads 'KPMG LLP' with a horizontal line underneath.

Chartered Professional Accountants

Vancouver, Canada

April 19, 2023

Qwest Productivity Media Income Trust


Statement of Financial Position

December 31, 2022, with comparative information for 2021

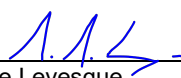
	Notes	2022	2021
Assets			
Current assets:			
Cash		\$ 214,894	\$ 155,939
Subscriptions receivable		797,086	1,621,082
Dividends receivable		1,312,816	1,182,396
Investments		103,912,490	93,409,316
Interest receivable		731	-
Prepaid expenses		1,612	-
		106,239,629	96,368,733
Liabilities			
Current liabilities:			
Redemption payable		2,717,901	239,206
Distribution payable		626,586	616,019
Management fees payable	4	59,011	54,169
Accounts payable and accrued liabilities		56,831	39,066
		3,460,329	948,460
Net assets attributable to holders of redeemable units		\$ 102,779,300	\$ 95,420,273
Net assets attributable to holders of redeemable units:			
Series A		\$ 12,205,171	\$ 11,794,901
Series F		90,574,129	83,625,372
		\$ 102,779,300	\$ 95,420,273
Number of redeemable units outstanding:			
Series A	5	1,002,693	997,875
Series F		7,178,145	6,807,379
Net assets attributable to holders of redeemable units per unit:			
Series A		\$ 12.17	\$ 11.82
Series F		12.62	12.28

The accompanying notes are an integral part of these financial statements.

Approved on behalf of the Board of Directors of
Qwest Investment Fund Management:



Sohail Thobani Director



Maurice Levesque Director

Qwest Productivity Media Income Trust

Statement of Comprehensive Income

Year ended December 31, 2022, with comparative information for 2021

	Notes	2022	2021
Revenue:			
Dividend income		\$ 5,127,678	\$ 4,429,432
Interest income		7,626	-
Early redemption fees		-	9,574
Realized gain on sale of investments, including foreign exchange adjustments		130,788	-
Change in unrealized appreciation in value of investments		3,516,386	3,084,380
		8,782,478	7,523,386
Expenses:			
Management fee	4	692,750	607,780
Administrative fees	4	176,400	176,400
Unitholder recordkeeping and fund accounting fees		127,526	108,725
HST expense		21,101	9,158
Audit fees		19,941	11,445
Filing fees		15,384	19,314
Agency fees		11,445	16,381
Legal fees		10,688	25,341
Securityholder reports		2,341	2,350
FundSERV		2,009	7,546
Bank charges		1,779	3,694
Operating fees		596	1,528
		1,081,960	989,662
Increase in net assets attributable to holders of redeemable units		\$ 7,700,518	\$ 6,533,724
Increase in net assets attributable to holders of redeemable units:			
Series A		\$ 871,101	\$ 765,718
Series F		6,829,417	5,768,006
		\$ 7,700,518	\$ 6,533,724
Increase in net assets attributable to holders of redeemable units per unit:			
Series A		\$ 0.87	\$ 0.81
Series F		0.96	0.91

The accompanying notes are an integral part of these financial statements.

Qwest Productivity Media Income Trust

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

Year ended December 31, 2022, with comparative information for 2021

	Net assets attributable to holders of redeemable units, beginning of year	Proceeds from redeemable units issued*	Redemption of redeemable units*	Distributions to investors from net investment income	Reinvestment of distributions	Increase in net assets attributable to holders of redeemable units	Net assets attributable to holders of redeemable units, end of year
2022							
Series A	\$ 11,794,901	\$ 802,783	\$ (929,594)	\$ (516,324)	\$ 182,304	\$ 871,101	\$ 12,205,171
Series F	83,625,372	19,574,490	(17,270,799)	(4,418,177)	2,233,826	6,829,417	90,574,129
	\$ 95,420,273	\$ 20,377,273	\$ (18,200,393)	\$ (4,934,501)	\$ 2,416,130	\$ 7,700,518	\$ 102,779,300

* Total proceeds from redeemable units relating to switch-ins and redemptions of redeemable units relating to switch-outs for the year ended December 31, 2022 were \$336,954 and \$(336,954), respectively.

	Net assets attributable to holders of redeemable units, beginning of year	Proceeds from redeemable units issued**	Redemption of redeemable units**	Distributions to investors from net investment income	Reinvestment of distributions	Increase in net assets attributable to holders of redeemable units	Net assets attributable to holders of redeemable units, end of year
2021							
Series A	\$ 10,932,443	\$ 1,538,362	\$ (1,139,387)	\$ (460,719)	\$ 158,484	\$ 765,718	\$ 11,794,901
Series F	73,762,739	27,625,357	(21,335,401)	(3,798,063)	1,602,734	5,768,006	83,625,372
	\$ 84,695,182	\$ 29,163,719	\$ (22,474,788)	\$ (4,258,782)	\$ 1,761,218	\$ 6,533,724	\$ 95,420,273

**Total proceeds from redeemable units relating to switch-ins and redemptions of redeemable units relating to switch-outs for the year ended December 31, 2021 were \$846,486 and \$(846,486), respectively.

The accompanying notes are an integral part of these financial statements.

Qwest Productivity Media Income Trust

Statement of Cash Flows

Year ended December 31, 2022, with comparative information for 2021

	2022	2021
Cash provided by (used in):		
Operating activities:		
Increase in net assets attributable to holders of redeemable units	\$ 7,700,518	\$ 6,533,724
Adjustments for non-cash items:		
Realized gain on sale of investments, including foreign exchange adjustments	(130,788)	-
Change in unrealized appreciation in value of investments	(3,516,386)	(3,084,380)
Change in non-cash balances:		
Dividend income	(5,127,678)	(4,429,432)
Interest income	(7,626)	-
Prepaid expenses	(1,612)	-
Management fee payable	4,842	6,090
Accounts payable and accrued liabilities	17,765	17,256
Dividend received	4,997,258	4,291,516
Interest received	6,895	-
Proceeds from sale of investments	8,921,000	14,984,000
Purchase of investments	(15,777,000)	(22,795,000)
Net cash used in operating activities	(2,912,812)	(4,476,226)
Financing activities:		
Proceeds from redeemable units issued	20,864,315	28,256,532
Redemption of redeemable units	(15,384,744)	(21,589,028)
Distribution paid in cash	(2,507,804)	(2,457,365)
Net cash provided by financing activities	2,971,767	4,210,139
Increase (decrease) in cash	58,955	(266,087)
Cash, beginning of year	155,939	422,026
Cash, end of year	\$ 214,894	\$ 155,939

The accompanying notes are an integral part of these financial statements.

Qwest Productivity Media Income Trust

Schedule of Investment Portfolio

Year ended December 31, 2022

Description		Number of units	Average cost \$	Fair value \$	Net assets %
Canadian Fixed Income:					
Royal Bank of Canada Redeemable GIC 4.6%					
January 1, 2023		200,000	200,000	200,000	0.19
Productivity Media Income Fund 1, LP:					
Master Series	Class C	945,576	10,384,935	12,622,607	12.28
Master Series	Class F	5,918,352	71,991,059	83,087,808	80.84
January 2022 Series	Class C	4,500	45,000	46,653	0.05
January 2022 Series	Class F	121,600	1,216,000	1,260,674	1.23
February 2022 Series	Class C	16,500	165,000	169,914	0.17
February 2022 Series	Class F	34,700	347,000	357,334	0.35
March 2022 Series	Class C	21,600	216,000	221,037	0.22
April 2022 Series	Class F	566,700	5,667,000	5,835,522	5.68
September 2022 Series	Class C	11,000	110,000	110,941	0.11
Total portfolio of investments			90,341,994	103,912,490	101.12
Cash				214,894	0.21
Other assets, net of liabilities				(1,348,084)	(1.33)
Net assets attributable to holders of redeemable units				102,779,300	100.00

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

1. General information:

Qwest Productivity Media Income Trust (the "Trust") is an open-ended unit trust formed on March 17, 2016 under the laws of the Province of Alberta by a trust agreement dated March 17, 2016. The address of the Trust's registered office is Four Bentall Centre, Suite 732, 1055 Dunsmuir Street, Vancouver, British Columbia, V6C 2T8. The Trust consists of two classes of trust units, Class A and Class F.

The principal purpose of the Trust is to provide unitholders with a high level of income, superior risk adjusted returns and potential for long-term income generation on select investments with moderate volatility and low correlations to traditional asset classes. The Trust achieves its returns to by investing all or substantially all of its assets in the Productivity Media Income Fund I LP (the "PMI Partnership").

The trustee of the Trust is Computershare Trust Company of Canada (the "Trustee"). The Trustee delegated the exclusive power and sole responsibility to manage the business and affairs of the Trust to Qwest Investment Fund Management Ltd. (the "Manager"). The Manager is responsible for providing or arranging for the provision of administrative services required by the Trust and also serves as a portfolio advisor to the Trust. The Manager also provides key management personnel to the Trust.

These financial statements were authorized for issuance by the Manager of the Trust on April 19, 2023.

2. Basis of presentation:

(a) Statement of compliance:

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

(b) Basis of measurement:

These financial statements were prepared on a historical cost basis, except for investments, which are measured at fair value.

(c) Functional and presentation currency:

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

(d) Use of estimates and judgment:

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

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

2. Basis of presentation (continued):

(d) Use of estimates and judgment (continued):

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to estimates are recognized in the period in which the estimates are revised and in any future period affected.

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next fiscal year is included in note 6 and relate to the determination of fair value of investments with significant unobservable inputs.

3. Significant accounting policies:

The accounting policies set out below have been applied consistently to all periods as presented in these financial statements.

(a) Financial instruments:

(i) Recognition and measurement:

Financial instruments are required to be classified into one of the following categories: amortized cost, fair value through other comprehensive income ("FVOCI") or fair value through profit or loss ("FVTPL"). All financial instruments are measured at fair value on initial recognition. Measurement in subsequent periods depends on the classification of the financial instrument. Transaction costs are included in the initial carrying amount of financial instruments except for financial instruments classified as FVTPL in which case transaction costs are expensed as incurred.

Financial assets and financial liabilities are recognized initially on the trade date, which is the date on which the Trust becomes a party to the contractual provisions of the instrument. The Trust derecognizes a financial liability when its contractual obligations are discharged, cancelled or expire.

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

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

3. Significant accounting policies (continued):

(a) Financial instruments (continued):

(i) Recognition and measurement (continued):

A financial asset is measured at amortized cost if it meets both of the following conditions:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal interest on the principal amount outstanding.

A financial asset is measured at FVOCI if it meets both of the following conditions:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows and selling financial assets; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal interest on the principal amount outstanding.

All financial assets not classified as measured at amortized cost or FVOCI as described above are measured at FVTPL. On initial recognition the Trust may irrevocably elect to measure financial assets that otherwise meets the requirements to be measured at amortized cost or at FVOCI as at FVTPL when doing so results in more relevant information.

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

The Trust has not classified any of its financial assets as FVOCI.

A financial liability is generally measured at amortized cost, with exceptions that may allow for classification as FVTPL. These exceptions include financial liabilities that are mandatorily measured at FVTPL, such as derivatives liabilities. The Trust may also, at initial recognition, irrevocably designate a financial liability as measured at FVTPL when doing so results in more relevant information.

(ii) Fair value through profit and loss:

Financial instruments classified as FVTPL are subsequently measured at fair value at each reporting period with changes in fair value recognized in the statement of comprehensive income in the period in which they occur. The Trust's investments are classified as FVTPL.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

3. Significant accounting policies (continued):

(a) Financial instruments (continued):

(ii) Fair value through profit and loss (continued):

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value of financial assets and liabilities traded in active markets (such as publicly marketable securities) are based on quoted market prices at the close of trading on the reporting date. The Trust uses the last traded market price for both financial assets and financial liabilities where the last traded price falls within that day's bid-ask spread. In circumstances where the last traded price is not within the bid-ask spread, the Manager determines the point within the bid-ask spread that is most representative of fair value based on the specific facts and circumstances. The Trust's policy is to recognize transfers into and out of the fair value hierarchy levels as of the date of the event or change in circumstances giving rise to the transfer.

The fair value of financial assets and liabilities that are not traded in an active market is determined using valuation techniques. Valuation techniques also include the use of comparable recent arm's length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, and others commonly used by market participants and which make the maximum use of observable inputs. Should the value of the financial asset or liability, in the opinion of the Manager, be inaccurate, unreliable or not readily available, the fair value is estimated on the basis of the most recently reported information of a similar financial asset or liability.

(iii) Amortized cost:

The 'amortized cost' of a financial asset or financial liability is the amount at which the financial asset or financial liability is measured on initial recognition minus the principal repayments, plus or minus the cumulative amortisation using the effective interest method of any difference between that initial amount and the maturity amount. Subsequent measurement is at amortized cost using the effective interest method, less any impairment losses. The Trust classifies cash, subscriptions receivable, dividends receivable, interest receivable, redemption payable, distribution payable, management fees payable, and accounts payable and accrued liabilities as amortized cost.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

3. Significant accounting policies (continued):

(b) Redeemable units:

The Trust classifies financial instruments issued as financial liabilities or equity instruments in accordance with the substance of the contractual terms of the instruments. The Trust has designated the redeemable units as financial liabilities at FVTPL because they are managed and their performance evaluated on a fair value basis. The redeemable units provide investors with the right to require redemption, subject to available liquidity, for cash at a unit price based on the Trust's valuation policies at each redemption date.

(c) Income recognition:

Interest income is recognized on an accrual basis. Portfolio transactions are recorded on the trade date. Dividend income is recognized on the date that the right to receive payment is established, which for quoted equity securities is usually the ex-dividend date. Realized gains and losses arising from the sale of investments are determined on the cost basis of the respective investments.

(d) Income taxes:

The Trust qualifies as a unit trust under the Income Tax Act (Canada). All of the Trust's net income for tax purposes and net capital gains realized in any period are required to be distributed to unitholders such that no income tax is payable by the Trust. As a result, the Trust does not record income taxes.

4. Related party transactions:

(a) Management fees:

Under the trust agreement, the Manager receives a management fee based on the net asset value attributable to holders of redeemable units on each valuation day at the following annualized rates:

Class A	1.50%
Class F	0.50%

The investment management fees incurred during the year amounted to \$692,750 (2021 - \$607,780). As at December 31, 2022, \$59,011 of investment management fees were payable to the Manager (2021 - \$54,169).

In addition, the Manager is entitled to an incentive allocation payable annually by the general partner of PMI Partnership (the "General Partner") and is equal to 5% of the gross incentive allocation payable to the General Partner by PMI Partnership. No incentive allocation was receivable by the Manager as at December 31, 2022 (2021 - nil).

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

4. Related party transactions (continued):

(b) Other related party transactions:

During the year ending December 31, 2022, an administrative fee of \$176,400 (2021 - \$176,400) was paid to Heritage. Heritage provides general administrative services to the Trust and is related to the Trust by virtue of having Directors in common with the Manager of the Trust.

5. Redeemable units:

The Trust is authorized to issue an unlimited number of Class A and Class F units. Units issued and outstanding represents the capital of the trust. The trust is not subject to any internally or externally imposed restrictions on their capital. The fund manager manages the capital of the Trust in accordance with the Trust's investment objectives, including managing the redeemable units to ensure a stable base to maximize returns to all investors, and managing liquidity in order to meet redemptions.

Class A units are available to all investors who have commission-based accounts with their dealers. Class F units are available to investors who have fee-based accounts with their dealers.

The unit transactions for the Trust during the year ended December 31 are as follows:

	Redeemable units, beginning of year	Redeemable units issued	Redemption of redeemable units	Reinvestments of units	Redeemable units, end of year
December 31, 2022:					
Series A	997,875	66,890	(77,258)	15,186	1,002,693
Series F	6,807,379	1,574,963	(1,383,412)	179,215	7,178,145

	Redeemable units, beginning of year	Redeemable units issued	Redemption of redeemable units	Reinvestments of units	Redeemable units, end of year
December 31, 2021:					
Series A	950,885	131,358	(97,913)	13,545	997,875
Series F	6,162,513	2,269,150	(1,755,963)	131,679	6,807,379

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

6. Fair value of financial instruments:

(a) Valuation models:

The fair values of financial assets and financial liabilities that are traded in active markets are based on quoted market prices or dealer price quotations. For all other financial instruments, the Trust determines fair values using other valuation techniques.

For financial instruments that trade infrequently and have little price transparency, fair value is less objective, and requires varying degrees of judgment depending on liquidity, concentration, uncertainty of market factors, pricing assumptions and other risks affecting the specific instrument.

The Trust measures fair values using the following fair value hierarchy that reflects the significance of the inputs used in making the measurements.

- Level 1: inputs that are quoted market prices (unadjusted) in active markets for identical instruments.
- Level 2: inputs other than quoted prices included within Level 1 that are observable either directly (i.e., as prices) or indirectly (i.e., derived from prices).
- Level 3: inputs that are unobservable.

Valuation techniques include net present value and discounted cash flow models, comparison with similar instruments for which observable market prices exist and other valuation models. Assumptions and inputs used in valuation techniques include risk-free and benchmark interest rates, credit spreads and other premia used in estimating discount rates, bond and equity prices, foreign currency exchange rates, equity and equity index prices and expected price volatilities and correlations.

The objective of valuation techniques is to arrive at a fair value measurement that reflects the price that would be received to sell the asset or paid to transfer the liability in an orderly transaction between market participants at the measurement date.

The Trust uses widely recognized valuation models for determining the fair value of common and more simple financial instruments that use only observable market data and require little management judgment and estimation. Observable prices and model inputs are usually available in the market for listed debt and equity securities, exchange-traded derivatives and simple OTC derivatives such as interest rate swaps. The availability of observable market prices and model inputs reduces the need for management judgment and estimation and reduces the uncertainty associated with the determination of fair values. The availability of observable market prices and inputs varies depending on the products and markets and is prone to changes based on specific events and general conditions in the financial markets.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

6. Fair value of financial instruments (continued):

(a) Valuation models (continued):

For more complex instruments, the Trust uses proprietary valuation models, which are usually developed from recognized valuation models. Some or all of the significant inputs into these models may not be observable in the market and are derived from market prices or rates or are estimated based on assumptions. Valuation models that employ significant unobservable inputs require a higher degree of management judgment and estimation in the determination of fair value. Management judgment and estimation are usually required for the selection of the appropriate valuation model to be used, determination of expected future cash flows on the financial instrument being valued, determination of the probability of counterparty default and prepayments and selection of appropriate discount rates.

Fair value estimates obtained from models are adjusted for any other factors, such as liquidity risk or model uncertainties; to the extent that the Trust believes that a third-party market participant would take them into account in pricing a transaction. Fair values reflect the credit risk of the instrument and include adjustments to take account of the credit risk of the Trust and the counterparty where appropriate.

Model inputs and values are calibrated against historical data and published forecasts and, when possible, against current or recent observed transactions and broker quotes. This calibration process is inherently subjective and it yields ranges of possible inputs and estimates of fair value, and management judgment is required to select the most appropriate point in the range.

(b) Valuation framework:

The Manager has engaged SGGG to value the net assets of the Trust on a monthly basis. SGGG obtains pricing for level 1 financial instruments from a third-party pricing vendor. The Manager is responsible for performing the fair value measurements of financial instruments in Levels 2 and 3.

The Trust has an established control framework with respect to the measurement of fair values. This framework includes an investment committee, which is independent of front office management and reports to the Manager's Board of Directors.

Specific controls include:

- verification of observable pricing inputs;
- calibration of models against observed market transactions;
- analysis and investigation of significant monthly valuation movements; and
- review of unobservable inputs and valuation adjustments.

When third party information is used to measure fair value, Management assesses and documents the evidence obtained from the third parties to support the conclusion that such valuations meet the requirements of IFRS. This includes understanding how the fair value has been arrived at and the extent to which it represents actual market transactions.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

6. Fair value of financial instruments (continued):

(c) Fair value hierarchy - financial instruments measured at fair value:

The table below analyses financial instruments measured at fair value at the reporting date by the level in the fair value hierarchy into which the fair value measurement is categorized. The amounts are based on the values recognized in the statement of financial position. All fair value measurements below are recurring.

December 31, 2022	Level 1	Level 2	Level 3	Total
Assets:				
Fixed income	\$ -	\$ 200,000	\$ -	\$ 200,000
Investments	-	-	103,712,490	103,712,490
	\$ -	\$ 200,000	\$ 103,712,490	\$ 103,912,490

December 31, 2021	Level 1	Level 2	Level 3	Total
Assets:				
Investments	\$ -	\$ -	\$ 93,409,316	\$ 93,409,316

The carrying amount of the Trust's net assets attributable to holders of redeemable units also approximates fair value as they are measured at the redemption amount and are classified as Level 2 in the fair value hierarchy.

There were no financial instruments transferred into or out of Level 1 during the years ended December 31, 2022 and 2021.

Beginning balance, January 1, 2022	\$ 93,409,316
Purchases	15,777,000
Sales	(8,921,000)
Realized gains included in net income	130,788
Change in unrealized appreciation included in net income	3,516,386
Ending balance, December 31, 2022	\$103,912,490

Beginning balance, January 1, 2021	\$ 82,513,936
Purchases	22,795,000
Sales	(14,984,000)
Change in unrealized appreciation included in net income	3,084,380
Ending balance, December 31, 2021	\$ 93,409,316

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

6. Fair value of financial instruments (continued):

(d) Significant unobservable inputs used in measuring fair value:

The table below sets out information about significant unobservable inputs used at year-end in measuring financial instruments categorized as Level 3 in the fair value hierarchy.

2022 Description	Fair value	Valuation technique	Unobservable input	Amount / Range	Sensitivity to change In significant Unobservable input
Unlisted limited partnership	\$103,712,490	Unadjusted net asset value	Net asset value	\$103,712,490	The estimated fair value would increase if the net asset value were higher

2021 Description	Fair value	Valuation technique	Unobservable input	Amount / Range	Sensitivity to change In significant Unobservable input
Unlisted limited partnership	\$ 93,409,316	Unadjusted net asset value	Net asset value	\$ 93,409,316	The estimated fair value would increase if the net asset value were higher

Significant unobservable inputs are developed as follows:

(i) Net asset value:

Represents the net asset value of the unlisted private equity fund. The manager values these funds based on the latest available information provided by the underlying fund managers.

The underlying assets of PMI Partnership consist of financial instruments which are not quoted in active markets and consist of loans and investments in private entities which are reported at estimated fair value. To estimate fair value, PMI Partnership make use of observable data, to the extent practicable. PMI Partnership categorizes the fair value of its assets and liabilities into three categories, which are differentiated based on the observable nature of the inputs and extent of estimation required. Unlisted investments or investments that have no active market are valued at fair value using industry recognized valuation methods which may include expected future cash flows discounted at appropriate discount rates and comparable peer group valuations adjusted for company specific circumstances.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

6. Fair value of financial instruments (continued):

(d) Significant unobservable inputs used in measuring fair value (continued):

(i) Net asset value (continued):

The value of loans held by PMI Partnership will be the outstanding principal on the reporting date subject to fair market value or impairment adjustments in keeping with PMI Partnership's operating policies which include the use of comparable recent arm's length transactions, reference to other instruments that are substantially the same, discounted cash flow analysis, option pricing models and other valuation techniques commonly used by market participants making the maximum use of market inputs.

In accordance with the limited partnership agreement with PMI Partnership (the "Partnership Agreement"), the Trust is only permitted to redeem a maximum of 25% of the net asset value of its units per quarter.

(e) Effects of unobservable input on fair value measurement:

Although the Trust believes that its estimates of fair value are appropriate, the use of different methodologies or assumptions could lead to different measurements of fair value. For fair value measurements in Level 3, changing one or more of the assumptions used to reasonably possible alternative assumptions would have the following effects on net assets attributable to holders of non-redeemable units.

	2022	2021
Favorable	\$ 10,371,249	\$ 9,340,932
Unfavorable	(10,371,249)	(9,340,932)

The favorable and unfavorable effects of using reasonably possible alternative assumptions for the valuation of unlisted private investments have been calculated by recalibrating the model values using unobservable inputs based on ranges of possible estimates. The recalibrated model considers the impact of a change in the net asset value of 10%.

(f) Financial instruments not measured at fair value:

The carrying value of cash, subscriptions receivable, dividends receivable, interest receivable, redemptions payable, distribution payable, management fees payable, and accounts payable and accrued liabilities approximates their fair value given their short-term nature. These financial instruments are classified as Level 2 in the fair value hierarchy because while prices are available, there is no active market for these instruments.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

7. Financial risk management:

(a) Risk management framework:

The Trust invests all or substantially all of its assets in PMI Partnership, an unlisted limited partnership. The investment strategy of PMI Partnership is applicable to the Trust to the extent that the Trust's assets are invested in PMI Partnership. The investment objective of PMI Partnership is to construct unique investment structures whereby it actively participates as a producer or in a similar role for movie productions and by utilizing asset-based debt and revenue participation structures negotiated on a one-off basis with Canadian, American, United Kingdom and Australian motion pictures and television companies and special purpose vehicles.

The Manager has been given discretionary authority to manage the assets in line with the Trust's investment objectives. Compliance with the Trust's investment policy is monitored by the Manager on a monthly basis.

(b) Market risk:

Market risk is the risk that changes in market prices, such as interest rates, foreign exchange rates and equity prices will affect the Trust's income or the fair value of its holdings of financial instruments.

The Trust's strategy for the management of market risk is driven by the Trust's investment objective. The fundamental investment objective of the Trust is to provide a high level of income, superior risk adjusted returns and potential for long-term income generation on select investments with moderate volatility and low correlations to traditional asset classes.

The Trust's market risk is managed on a monthly basis by the Manager in accordance with the policies and procedures in place. The market risk of PMI Partnership is applicable to the Trust to the extent that the Trust's assets are invested in PMI Partnership.

(i) Interest rate risk:

Interest rate risk is the risk that the fair value of future cash flows of financial instruments will fluctuate as a result of changes in market interest rates. The Trust is not exposed to significant interest risk.

(ii) Currency risk:

Currency risk is the risk that the value of financial instruments denominated in currencies other than the functional currency of the Trust will fluctuate due to changes in foreign exchange rates. The schedule of investment portfolio identifies all investments denominated in foreign currencies. Equities in foreign markets are exposed to currency risk as the prices denominated in foreign currencies are converted to the Canadian dollar, the Trust's functional currency, in determining fair value.

The Trust is not exposed to significant currency risk.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

7. Financial risk management (continued):

(b) Market risk (continued):

(iii) Other price risk:

Other price risk is the risk that the fair value of the financial instrument will fluctuate as a result of changes in market prices (other than those arising from interest rate risk), whether caused by factors specific to an individual investment or its issuer or factors affecting all instruments traded in the market.

The major concentration risk of the Trust is limited to its investment in PMI which comprises 101% of net assets (2021 - 98%). PMI Partnership seeks to diversify the assets of its portfolio among jurisdictions, producers, collateral and genres.

The value of the Trust's investments are affected by both general market factors as well as specific company factors. If the value of the Trust's investments were to increase by 10%, the resulting impact on net assets would be \$10,371,249 (2021 - \$9,340,932).

(c) Credit risk:

Credit risk is the risk that a counterparty to a financial instrument will fail to discharge an obligation or commitment that it has entered into with the Trust, resulting in a financial loss to the Trust. It arises principally from cash equivalents and other receivables due to the Trust. The carrying value of these financial instruments as recorded in the statement of financial position reflects the Trust's maximum exposure to credit risk.

The Trust's policy over credit risk is to minimize its exposure to counterparties with perceived higher risk of default by dealing only with reputable counterparties.

Credit risk is monitored on a monthly basis by the Manager in accordance with the policies and procedures in place. The credit risk of PMI Partnership is applicable to the Trust to the extent that the Trust's assets are invested in PMI Partnership. As at December 31, 2022 PMI Partnership has credit risk exposure equal to 101% of its net asset value (2021 - 98%) relating to the production entities the investment project loans are granted to. PMI Partnership manages credit risk by performing a risk assessment on all loans prior to entering into an agreement.

Qwest Productivity Media Income Trust

Notes to the Financial Statements

Year ended December 31, 2022

7. Financial risk management (continued):

(d) Liquidity risk:

Liquidity risk is the risk that the Trust will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. All of the Trust's liabilities are short term in nature and due to be settled within 12-months of the period end.

The Trust's policy and the Manager's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due without incurring unacceptable losses or risking damage to the Trust's reputation.

The Trust's offering memorandum provides for the monthly creation and cancellation of units and it is therefore exposed to the liquidity risk of meeting unitholder redemptions at each redemption date.

In accordance with the limited partnership agreement with PMI Partnership (the "Partnership Agreement"), the Trust is only permitted to redeem a maximum of 25% of the net asset value of its units per quarter. As a result, the Trust may not be able to liquidate some of its investments in these instruments in due time to meet its liquidity requirements.

8. Capital management:

The redeemable units issued by the Trust represent the capital of the Trust. The Trust's objectives in managing the redeemable units are to ensure a stable base to maximize returns to all investors, and to manage liquidity risk arising from redemptions.

9. Income taxes:

As at December 31, 2022, the Trust has \$42,423 (2021 - \$42,423) of net realized capital losses available for utilization against net realized capital gains in future years. As at December 31, 2022, the Trust has non-capital losses of nil (2021 - nil) available for utilization against net realized capital gains or non-capital gains in future years.

Net capital losses are available to be carried forward indefinitely and applied against future net realized capital gains.

ITEM 14 DATE AND CERTIFICATE

Dated April 26, 2023

This Offering Memorandum does not contain a Misrepresentation.

TRUST:

QWEST PRODUCTIVITY MEDIA INCOME TRUST, by its manager, QWEST INVESTMENT FUND MANAGEMENT LTD.

Per: "Maurice Levesque"
Maurice Levesque
Chief Executive Officer

Per: "Sohail Thobani"
Sohail Thobani
Chief Financial Officer

On behalf of the board of directors of QWEST INVESTMENT FUND MANAGEMENT LTD.

Per: "Sohail Thobani"
Sohail Thobani
Director

Per: "Gerry Hannochko"
Gerry Hannochko
Director

MANAGER:

QWEST INVESTMENT FUND MANAGEMENT LTD.

Per: "Maurice Levesque"
Maurice Levesque
Chief Executive Officer