CONFIDENTIAL INFORMATION MEMORANDUM

Admore Capital Group Limited Partnership

Offering of Limited Partnership Units

Revised as of March 15, 2025

This Confidential Information Memorandum constitutes an offering of securities only in Canada. No securities are being offered or will be sold in the United States or to United States persons, or in any other jurisdiction, except to persons to whom securities may be sold pursuant to an exemption from applicable prospectus and registration requirements.

SUMMARY OF PRINCIPAL TERMS

The following is a summary of the principal terms applicable to the investment in the Partnership, and is qualified in its entirety by reference to the Limited Partnership Agreement of the Partnership (the "Partnership Agreement"). The Partnership Agreement will be furnished to qualified investors and their advisors and should be reviewed carefully. If the description or terms of this Confidential Information Memorandum are inconsistent with or contrary to the Partnership Agreement, the Partnership Agreement will govern. All references to $ or dollars is a reference to Canadian dollars unless otherwise indicated.

The Partnership	Admore Capital Group Limited Partnership (The Partnership) was formed on November 16, 2018 under the laws of the Province of Ontario. The General Partner and the Manager (each as defined below) will act as general partner and manager of the Partnership. Units (as defined below) in the Partnership will only be sold to persons that are residents of Canada for tax-purposes. If a person not resident of Canada wishes to invest they will need to do so using a Canadian corporation, such as an unlimited liability company, and satisfy themselves that they qualify to make the investment.
Investment Objectives and Philosophy	The Partnership will invest in selected mortgages secured by real estate located in Canada, primarily in the province of Ontario with an emphasis on the Toronto metropolitan area. The mortgages will initially be focused on residential properties, but commercial and industrial properties will be added as opportunities present themselves. The opportunities include investing in specific mortgages, or participating in a pool of mortgages. The mortgages are referred to as Portfolio Investments. **The Partnership was established to provide sophisticated investors access to mortgage investments primarily, but not exclusively, within the Greater Toronto Area market.** The Partnership is designed to provide higher returns despite using investments oriented to mostly first and second mortgages. The risk appetite will be monitored and maintained within established credit parameters but is intended to take on lower risk mortgages that are now available to alternate lenders because of the more onerous credit rules imposed on regulated financial institutions.
Investment Profile	A. **Loan Parameters / Our Methodology:** (i) The Partnership will seek to lend on properties in Ontario in areas with populations above 100,000. Exceptions may be made in areas with smaller populations, but only for 1st mortgages and only at a maximum 75% Loan to Value (LTV) ratio. (ii) The Partnership will maintain a weighted average LTV not to exceed 80%. Property Types will be mostly residential (single family detached semi-detached, including townhomes and condo units, as well as land (in-fill land assemblies, serviced land, raw land) and multi-family & apartment buildings Student housing (legal) Mixed Use Retail, Commercial, Industrial, Places of Worship.
Mortgagor Profile	The borrower profile is expected to emphasize salaried, business for self, contract and pensioned persons, with a focus on investors, developers/builders and similar borrowers accessed via the mortgage

	broker channel. Borrowers may be either resident or non-residents, including operating and holding companies. Maximum Amortization: the majority of investments will be Interest only Minimum Beacon: n/a Terms: Mostly 1-2 year term with interest only payments (options for Bridge financing with shorter or longer terms may also be sought).
Mortgage Terms	The mortgage terms are expected to reflect the following: Rate Types: 1st Mortgage = 7.49% - 9.99% 2nd Mortgages = 9.99%+ Lender Origination/Setup Fees: 1%+ *Fund Asset Management Fees: 2% (*Fees are applicable only to the portfolio backed Class B Units) Preferable Loan Size: $250,000 to 900,000 Minimum Loan Size: $50,000 Purpose of Loans: Purchases, refinances, renewals, land assembly acquisitions, equity-take outs, debt consolidations, and bridge financings.
Form of Limited Partner Unit Investment Offered	The offering consists of limited partnership units in the Partnership (individually a Unit and collectively the Units). Each Unit for each Series entitles the holder to the same rights and obligations as a holder of any other Unit, and the same rights with respect to redemption - see Distributions and Redemptions. Purchasers of Units are referred to individually as a Limited Partner or LP and collectively as Limited Partners or LPs and together with the GP as the Partners. No Limited Partner shall be entitled to any privilege, priority or preference in relation to any other Limited Partner in the same class of Units. Initially, two Classes of Units are being offered - Class A Units will have mortgages specifically allocated to them, and Class B Units will be backed by a pool of mortgages. Although Limited Partners may indicate their intention, the GP retains ultimate discretion with respect to which Class of Units the Limited Partner receives.
Description/definition – Class A Units	Class A Units have specific mortgages and properties allocated to them. Distributions will be paid on a flow through basis, paid from receipts as paid, and will be equal to the interest rate charged to the borrower for that specific mortgage. For example, if a Class A mortgage is at 8%, then the associated Class A Unitholder will receive an Ongoing Monthly Distribution of 8%, paid each month. Class A Unitholders will not benefit from the security of other Portfolio Investments made by the Partnership, and will not share in any upside from any other Portfolio Investments. Furthermore, Class A Unitholders will not pay a Management Fee, unlike Class B Unitholders. For Class A Portfolio Investments, Management will instead be compensated by way of a lender fee and other fees charged directly to the borrower. Each specific Portfolio Investment with respect to Class A Units will be disclosed and outlined in the Subscription Agreement.
Description/definition – Class B Units	Class B Unitholders are investing on the basis of a Unit backed by a pool of Portfolio Investments. Class B Unitholders will receive security and returns based on the performance of all Class B Portfolio Investments.

	These returns are a combination of interest and lender fees. Class B Unitholders will pay annually, and regardless of the actual performance of the Portfolio Investments, a Management Fee equal to 2% of the Contributed Class B Capital. An Additional Management Fee may also be payable (see Additional Management Fee below). Regarding Class B Unitholders, the Partnership intends to make Ongoing Monthly Distributions in the amount of 7%. Furthermore, if the Net Income of the Partnership results in a Return on Investment in excess of 7% in a calendar year, then three-quarters or 75% of that excess will be paid to the Class B Unitholders as a Special Distribution. The target payment for Ongoing Monthly Distributions is seven percent (7%), paid monthly. The Special Distribution will be paid annually as a lump sum payment, no later than the end of June of the following year. Example of Class B returns: If the Net Income of the Partnership results in a 10% Return on Investment, , then total Distribution to Class B Unitholders will amount to the 7% Ongoing Monthly Distribution plus the Special Distribution equal to three-quarters x 3% (10% minus 7%) or 2.25% of Net Income. In this example, the Class B Unitholder would receive an annual return of 9.25%. Based on a $100,000 investment and a Return on Investment of 10%, the Class B Unitholder would receive the following 1. Ongoing Monthly Distribution of $583.33 (totaling $7,000) plus 2. a lump sum Special Distribution in the amount of $2,250. If the Net Income of the Partnership results in a 12% Return on Investment, then total Distribution to Class B Unitholders will amount to the 7% Ongoing Monthly Distribution plus the Special Distribution equal to three-quarters x 5% (12% minus 7%) equals 3.75% of Net Income. In this example, the Class B Unitholder would receive an annual return of 10.75%. Based on a $100,000 investment and a Return on Investment of 10%, the Class B Unitholder would receive the following 1. Ongoing Monthly Distribution of $583.33 (totaling $7,000) plus 2. a lump sum Special Distribution in the amount of $3,750.
Initial Closing	The initial closing (the Initial Closing) took place on March 29, 2019. The GP closed based on the subscriptions received to that date – details of which are attached to the Partnership Agreement. Following the Initial Closing, the GP is admitting additional Limited Partners and accepting increases in Capital Contributions from existing Limited Partners on a continuous offering basis. Closings may occur at such times as determined by the General Partner with the current intention being to close subscriptions quarterly at each calendar quarter end.
Commitment Period	Investors may subscribe for an agreed committed amount which will be called for in writing by the GP, on an “as needed” basis. Said subscriptions may be drawn during the period commencing on subscription and continuing on the basis set out in the Subscriptions.

Capital Funding or Drawdowns	Capital Contributions to the Partnership may be made by way of *pro rata* drawdowns of the Commitments from the Limited Partners over time, with a minimum ten days' prior written notice (from the Manager to each Limited Partner) for each draw. The aggregate drawdowns at any time will constitute a Limited Partner's Funded Commitment (in total for all Limited Partners the Aggregate Funded Commitments). Drawdowns will only be made on an as - needed basis for: (i) Portfolio Investments, including any obligations of the Partnership in connection with any borrowing or guarantee; and (ii) Partnership Expenses, including quarterly Management Fees (described below).
Investors - Canada	The opportunity to purchase Units will only be made available to "accredited investors" and a limited number of other investors who qualify under certain other exemptions from the registration and prospectus requirements under applicable securities laws, being family and friends.
Investors Not Resident in Canada	The offering is being made only in Canada and subject to compliance with Canadian law. Any investor not resident in Canada must invest using a Canada corporate entity which qualifies under Canada securities law as accredited. An investor not resident in Canada will not have the protections of Canadian securities law. The investor will need to satisfy themselves that the investment is permitted under the laws of their jurisdiction of residence.
Minimum Investment	The minimum investment by each investor who meets the criteria for prospectus exemption as an accredited investor or "friends and family" shall be $50,000, and by a person not an individual who does not meet those criteria is $150,000, subject to the right of the GP, in its sole discretion to waive or modify this minimum on terms it deems acceptable, but no more favourable than those offered in this Confidential Information Memorandum.
Manager and General Partner	Admore Capital Group GP Inc. (the General Partner or GP) will act as the General Partner of the Partnership and is owned by John Cocomile and Geoff Carnevale. The Partnership will be managed by Admore Capital Group Management Inc. (the Manager), which is also owned by the principals of the GP. The Manager will contract with both a license Mortgage Administrator, and licensed mortgage brokers from time to time, in connection with its mortgage activities. The GP may take all actions it deems necessary or advisable to effectuate the investment objectives and philosophy of the Partnership in accordance with applicable law. The GP may delegate performance of these activities to the Manager or one or more of its affiliates (including, but not limited to, newly established limited partnerships), provided that such delegation shall involve no additional expense to the Partnership or to the Limited Partners.

Management Bio's	**John Cocomile –** Mr. Cocomile has been a licensed mortgage broker since 2007. He has arranged over $1 billion in residential mortgages in the past 15 years. John is a member of the Law Society of Ontario since 1993. **Geoff Carnevale –** Mr. Carnevale has been active in alternative lending and private mortgages since 2007. He is a former board member (and past president) of the Independent Mortgage Brokers Association of Ontario (Now CMBA-Ontario).
Redemption and Liquidity	Redemptions are available with a written request to the GP, and in the minimum amount of $50,000. The GP may decline such requests where the redemption is believed to impair the liquidity of the portfolio or increase the risk of loss to the remaining Partners. Redemptions will be accepted on a first come basis. With regard to penalties and clawbacks for redemptions: a. With respect to a redemption of units that are held by a Limited Partner for at least 24 months, there is no discount or penalty that applies to a redemption. b. With respect to a redemption of units that are by a Limited Partner for less than 24 months, a 5% discount or penalty applies to the value of said shares.
Leverage	The Partnership may use a secured line of credit to accumulate interests in Portfolio Investments prior to calling for capital from the Limited Partners, or for whatever other reason.
Distributions	All Distributions are at the discretion of the GP. The Partnership intends to only make Distributions to the Limited Partners in either: (i) available cash arising from the ownership and of the Portfolio Investments (Cash Available for Distribution) or (ii) in capital proceeds received directly or indirectly as net proceeds from the maturity and repayment or the sale of Portfolio Investments, and any net proceeds received from the financing or refinancing of the loans of any Portfolio Investment after repayment or refinancing of all other existing third party financing facilities (the Capital Proceeds Available for Distribution), each as determined by the GP and the Manager. Such distributions are Distributions in this document. Proceeds from the disposition of Portfolio Investments will be reinvested during the first five years after the Initial Closing but thereafter not be reinvested by the Partnership and will be used for Distribution to the Limited Partners. The GP may distribute capital at any time in its discretion.

Cash Available For Distribution	All of the Cash Available for Distribution, after payment of fees and expenses, will be distributed when the GP in its discretion, determines that funds are not needed for reserves, or for carrying on business. In the event of a capital recall, the amount contributed by each Limited Partner (in aggregate) will not exceed their initial Committed Capital. For administrative purposes, the Partnership may retain any amounts that the GP or Manager deems prudent, in lieu of a Distribution and immediate drawdown, to fund Portfolio Investments or Partnership Expenses. All Distributions will be made from payments received on the investments held, and will be dependent on the receipt of those payments.
Capital Available For Distribution	Subject to any requirement of capital required for redemptions, the Capital Available for Distribution will be distributed on an equal per Unit per Class basis. The requirements of the Partnership for reinvestment and redemption may mean that capital will not be distributed until the expiry of the Commitment Period. Capital will be distributed commencing after the fifth year of the Partnership on an as received basis. Capital Distributions upon termination of the Partnership, after payment of all liabilities of the Partnership, will be made on an equal per Unit per Class basis. Portfolio Investments will be allocated on a class and series basis with each class and series entitled to Distribution only from the Portfolio Investments allocated to that class and series. As indicated above, Class B Units will fund a mixed pool of Portfolio Investments and Class A Units will be allocated to specific Portfolio Investments.
Tax Allocation of Income, Expenses, Gains and Losses	The income, expenses, gains, and losses of the Partnership for each fiscal period for tax purposes will be allocated in a manner generally consistent with Cash Distributions from the Partnership as outlined above in the section entitled Distributions.
Management Fee	For Class A Units, the Partnership will not pay or be charged a Management Fee. Rather, the Manager will retain fees paid by the borrowers, in the form of commitment and lender fees, etc., to pay for management of the Class A portfolio.
	For Class B Units, the Partnership will pay the Manager a fee (the Management Fee) equal to 2 percent (2%) of the Contributed Class B Capital. This fee is payable by the Partnership regardless of the income earned from the Class B portfolio. The Management Fee will commence as of the date of the Partnership's Initial Closing, and shall be payable on the last business day of each quarter, in arrears.
Mortgage Administration	The Manager has contracted with a licensed and qualified Mortgage Administrator, who will be responsible for mortgage administration of the various investments. Compensation for the Mortgage Administrator will be paid from the Manager Fees.
Additional Management Fee	Regarding Class B Unitholders only, If the Return on Investment of the Partnership is greater than 7% in a calendar year, then said excess shall be split with the Manager on a 75/25 basis, 75% payable to Class B Unitholders as a Special Distribution, and 25% payable to the Manager as an Additional Management Fee.

Partnership Expenses	Those expenses, including the Management Fee, necessary to enable the Partnership to invest in pools of Portfolio Investments and earn attractive rates of return on behalf of the Limited Partners. Partnership Expenses do NOT include those expenses necessary for the GP, Manager and Mortgage Administrator to provide their required services to the Partnership, subject to the terms of the Management Agreement.
Investment Covenants	The Portfolio Investments will be secured by real estate located in Canada, with an emphasis on Ontario and the greater Toronto area. The properties will be both residential and commercial, industrial. The loan to value will not exceed a weighted average of 80%, although the GP retains discretion to exceed such ratio where determined to be suitable. Management will focus on real estate that is readily able to be liquidated (Canadian law allows a mortgagee to seize and sell property on default by the owner) and offer returns as needed to provide for the planned Distributions.
Ownership and Servicing of Portfolio Investments	Portfolio Investments may be owned directly by the Partnership or indirectly through wholly owned entities and may be serviced and administered by and in the name of Affiliates of the GP and Manager pursuant to written agreements between the Partnership and the service provider.
Liability of Partners	Under the *Limited Partnerships Act*, a limited partner is not liable for any debts, liabilities, losses or obligations incurred by a limited partnership in excess of his Funded Commitment and any unpaid capital contributions agreed to be paid in respect of his interest in the limited partnership, together with any undistributed income, provided he does not take part in the control or management of the business of the limited partnership. However, if any part of his capital contributions are returned or limited partnership property distributed to such limited partner then such limited partner (including any successor to such limited partner) might, under applicable law, be obligated under some circumstances to return amounts previously distributed to him, to the extent such Distributions constitute a return of the amount he had agreed to contribute to the limited partnership at a time when creditors had valid and unsatisfied claims against the limited partnership. Under the terms of the Partnership Agreement, no Limited Partner is permitted to take part in the management of the business of the Partnership. The GP has unlimited liability for the debts, liabilities and obligations of the Partnership.
Indemnification and Liability	The Partnership will indemnify the GP, the Manager and related entities in respect of obligations incurred for the benefit of the Partnership and their respective directors, officers, employees, partners, shareholders, contractors and agents, against any loss, damage, liability, deficiency, cost or expense for by reason of their activities on behalf of the Partnership, except to the extent that any claim arises as a result of the indemnitee's fraud, gross negligence or wilful breach of its contractual obligations. The indemnity does not impose personal liability for any Limited Partner, other than any liability or indemnity arising pursuant to applicable law.

Transfer and Withdrawal	A Limited Partner may only sell, assign or transfer any interest in the Partnership in accordance with the requirements set out in the Partnership Agreement and in compliance with applicable law. The Units are being offered by the Partnership on a private placement basis to subscribers who are eligible to purchase securities on an exempt basis from the prospectus requirements of, and subject to compliance with, applicable securities legislation. Under such securities legislation, the transfer or resale of Units is subject to restrictions that will vary depending upon the relevant jurisdiction (including, but not limited to, those set out below). In addition, investors reselling the Units may have reporting and other obligations. Accordingly, investors are advised to seek legal advice with respect to such restrictions. Resale of the Units are also restricted under the terms of the Partnership Agreement as set out above. Purchasers of Units may only sell, transfer, assign or otherwise trade their Units where such transaction is made (i) pursuant to an exemption from the prospectus requirements contained in applicable securities legislation or pursuant to an order or ruling of the relevant securities regulatory authority; and (ii) pursuant to an exemption from the registration requirements of applicable securities legislation or through a dealer registered to trade the Units. Moreover, any such transaction is subject to compliance with the applicable Partnership Agreement which provides, among other things, that investors may not transfer their Units without the consent of the GP. Since the Partnership is not a reporting issuer in any province or territory of Canada, and has no intention of becoming one, if no statutory exemption may be relied upon or if no discretionary order or ruling is obtained, a purchaser of Units will not be able to sell, transfer, assign or otherwise trade such securities and will have to hold the Units for an indefinite period of time. The foregoing is a summary only of resale restrictions relevant to purchasers of Units. It is not intended to be exhaustive and all prospective purchasers should consult their professional advisers regarding resale restrictions as applicable to them and the suitability of an investment in Units. Purchasers must obtain the consent of the GP and should seek legal advice prior to effecting any resale of Units.
Default Provisions	The Partnership Agreement provides that a Limited Partner who defaults in respect of its obligation to contribute its Commitment may be subject to certain contractual remedies, including forfeiture of its Units by purchase at discount (25%), in addition to remedies available at law.
Reporting	The Partnership will furnish audited annual financial statements to each Limited Partner. In addition, each Limited Partner will be provided with the annual tax information reasonably necessary for the completion of tax returns. A quarterly status report will also be provided, summarizing the Capital and Distributions for each Limited Partner.
Partner Approvals	All decisions and determinations required to be made in respect of the Partnership, shall be made by the GP, acting reasonably and in compliance with the terms of the Partnership Agreement. However, all Major Decisions must be approved by the Limited Partners by way of Special Resolution as provided for in the Partnership Agreement.

Certain Tax Consequences	**Prospective investors should consult their own tax advisors for advice with respect to the tax consequences of an investment in Units based on their particular circumstances relating to matters such as the treatment of taxable income and loss of the Partnership allocated to Limited Partners, the deductibility of interest incurred by a Limited Partner to purchase Units, and the disposition of Units. The following high level summary describes the tax consequences to residents of Canada.** **This outline does not apply to the non-resident investors as to their personal tax circumstance. It does apply to the corporation or ULC as a limited partner. Investors, particularly non-residents of Canada, should seek their own tax advice.** ***Computation of Partnership Income or Loss*** The Partnership itself will not be a taxable entity and will not be required to file an income tax return in Canada but the income or loss of the Partnership for a fiscal period for purposes of the Tax Act will be computed as if the Partnership were a separate person resident in Canada. The income of the Partnership as determined for purposes of the Tax Act may differ from its income as determined for accounting purposes and may not be matched by cash distributions. ***Cash/Income Differences*** Due to potential timing differences between income recognition for tax purposes and actual cash distributions, it is possible that a Limited Partner may incur tax liabilities in excess of actual cash distributions made prior to the date the liability arises or the tax is due. In addition, it is possible that, for income tax purposes, income or gains will be allocated to Limited Partners with respect to cash distributions that are treated as a return of capital contributions under the Partnership's Distribution provisions. ***Computation of Income of Limited Partners*** Each Limited Partner will be required to include in its income or loss for tax purposes for a taxation year, subject to the "at-risk" rules discussed

	below, the Limited Partner's share of the income or loss for each fiscal year of the Partnership ending in, or at the end of, that taxation year whether or not the Limited Partner has received or will receive a Distribution from the Partnership. In general, a Limited Partner's share of any income or loss from the Partnership from a particular source will be treated as if it were income or loss of the Limited Partner from that source, and any provisions of the Tax Act applicable to that type of income or loss will apply to the Limited Partner. The character of the gains realized by the Partnership on the disposition of investments as either capital gains or income gains will depend largely on factual considerations, and no conclusions on this issue are expressed herein. If the Partnership derives income and gains from sources located in the United States; the income or gains allocated to a Limited Partner are expected to subject the Limited Partnership to tax in the United States. The Partnership has no current intentions to participate anywhere other than Canada. ***Losses*** To the extent of its "at-risk amount", a Limited Partner's share of losses of the Partnership (other than capital losses) for any fiscal year may be applied against income of the Limited Partner from any other source to reduce income for the relevant taxation year and, to the extent it exceeds other income for that year, generally may be carried back three years and forward 20 years and deducted in computing its taxable income for those years. Allowable capital losses (one-half of capital losses) are only deductible against taxable capital gains (one-half of capital gains) for purposes of the Tax Act. Accordingly, a Limited Partner's share of any allowable capital losses of the Partnership will be deductible against taxable capital gains realized in the year the loss is allocated or in any of the three years preceding the year or any year following the year to the extent and under the circumstances described in the Tax Act. ***At-Risk Amount*** A Limited Partner of the Partnership will be a limited partner for purposes of the Tax Act. Consequently, notwithstanding the allocation provisions of the Partnership Agreement governing the Partnership, a Limited Partner's share of the losses of the Partnership from a business or property for any fiscal period generally will be deductible in computing its income for a taxation year for Canadian income tax purposes only to the extent of the Limited Partner's "at-risk amount" in respect of the Partnership at the end of the particular fiscal period. The "at-risk amount" of a Limited Partner in respect of the Partnership is determined in accordance with detailed rules contained in the Tax Act. In general terms, the "at-risk amount" of a Limited Partner in respect of the Partnership at the end of the fiscal period of the Partnership is (i) the adjusted cost base of the Limited Partner's Units at that time, plus (ii) the Limited Partner's share of the income of the Partnership for the fiscal period, less the aggregate of (a) all amounts

	owing by the Limited Partner to the Partnership or to a person with whom the Partnership does not deal at arm's length, and (b) any amount or benefit (with certain specified exceptions) that the Limited Partner is entitled to receive where the amount or benefit is intended to protect the Limited Partner from any loss that may be sustained by virtue of being a member of the Partnership or holding or disposing of Units. Where a transferee acquires a Unit from a transferor other than the Partnership, the cost to the transferee of such Unit for purposes of determining the relevant "at-risk amount" is the lesser of the transferee's cost of such Unit and the transferor's adjusted cost base of such Unit. Where the adjusted cost base of the transferor cannot be determined, the "at-risk amount" of the transferee is nil. The portion, if any, of the Partnership's non-capital losses which is not deductible by a Limited Partner as a result of the "at-risk amount" rules will be deemed to be the Limited Partner's Limited Partnership Loss in respect of the Partnership for the year. As such, it may be carried forward and deducted by the Limited Partner in computing its taxable income for Canadian income tax purposes for any subsequent taxation year to the extent of its "at-risk amount" in respect of the Partnership at the end of the last fiscal period of the Partnership ending in or coinciding with the end of the taxation year, less its share of the Partnership's losses from a business or property for that fiscal period. Limited partnership loss balances are not transferable. ***Disposition or Redemption of a Unit*** Where a Limited Partner disposes of, or is deemed to have disposed of, a Unit, including on the dissolution of the Partnership, the Limited Partner may realize a capital gain (or capital loss) to the extent that the proceeds of disposition of the Unit, net of reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Limited Partner of the Unit. One-half of a Limited Partner's capital gain (or capital loss) must be included in computing the Limited Partner's income as a taxable capital gain (or allowable capital loss). An allowable capital loss will be deductible against a taxable capital gain realized in the year or in any of the three years preceding the year or any year following the year to the extent and under the circumstances described in the Tax Act. Subject to certain rules, the adjusted cost base of a Unit of a Limited Partner at any time generally will be the amount contributed by it plus its allocated share of income of the Partnership for each fiscal period ended before that time, minus its allocated share of losses of the Partnership for each fiscal period ended before that time, minus the aggregate of all amounts that have been distributed to the Limited Partner in respect of the Unit before that time. In certain instances, further items (such as the non-taxable portion of capital gains and non-allowable portion of capital losses) may enter into the computation of the adjusted cost base. If a Limited Partner's Unit is not a tax shelter investment, the adjusted cost base of the Unit will be reduced by the amount of any debt that relates to the acquisition of the Unit for which recourse is limited either immediately or in the future and either absolutely or contingently. Where, at the end of a fiscal period of the Partnership, the adjusted cost base to a Limited Partner of its Unit would become a negative amount as a result of any such adjustments,

	the negative amount instead is deemed to be a gain from the disposition of the Unit at the end of the fiscal period of the Partnership. Where a Unit is disposed of by a Limited Partner during a fiscal period of the Partnership, Distributions received during that fiscal period with respect to the Unit will reduce the adjusted cost base of a Unit of the Limited Partner. Because income of the Partnership for a fiscal period is allocated for tax purposes to the Limited Partners who are Limited Partners at the end of that period, a Limited Partner disposing of a Unit during the fiscal period will not be allocated income for that period and accordingly, the adjusted cost base to the Limited Partner of its Unit will not be increased in this respect. ***Filing and Reporting Requirements*** Generally, each Limited Partner will be required to file an income tax return reporting its share of the income or loss of the Partnership. The Partnership will not prepare or file income tax returns on behalf of a Limited Partner nor will it file information returns on behalf of a Limited Partner. The Partnership will provide each Limited Partner with certain information required for income tax purposes pertaining to the investments in Units. The GP has undertaken to file any information or return that may be required to be filed on behalf of the Partnership. The reporting rules in the Tax Act are complex and this summary does not purport to explain all circumstances in which reporting may be required by the Partnership or by any Limited Partner. Accordingly, Limited Partners should consult their own tax advisors to ensure that all requisite reporting is made. The Partnership may also be required to file U.S. related tax returns. Pursuant to the Tax Act, a “specified Canadian entity” is required to file an annual information return in prescribed form detailing such entity’s interests in “specified foreign properties”, where the aggregate cost amount to such entity of its specified foreign properties exceeds $100,000. A specified Canadian entity includes most taxpayers resident in Canada (other than certain investment vehicles and trusts) and a partnership, if Canadian residents are entitled to more than 10% of the income (or loss) of the partnership. As a result, the Limited Partnership will be required to file the information return where the aggregate cost amount of its specified foreign properties exceeds $100,000. The GP has agreed to file the annual information return as required. **Limited Partners are urged to consult their own tax advisors for further information in this regard**.
Non-Eligibility for Investment by Deferred Income Plans	The Units will not be qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans or tax-free savings accounts. The GP may agree to a co-lending arrangement for investments of substantial amounts where a direct lending relationship is needed to access registered funds.

Certain Investment Considerations	An investment in the Partnership involves a significant degree of risk. The following considerations should be carefully evaluated before making an investment in the Partnership: ❚ **Performance of the Partnership and Limited Operating History**. Although the principals of the GP and the Manager has been investing in and arranging private mortgages for many years, they commenced operation for this Limited Partnership in the winter of 2018 and the three mortgage investments acquired have averaged an annual return of approximate12.5%. Accordingly, there is limited operating history upon which prospective investors may evaluate their performance, although the personnel of the Manager and GP are the same. There can be no assurance that the Partnership will be able to implement its investment strategy and investment approach or achieve its investment objectives or that a LP will receive a return of its capital. As a result, an investor should invest in the Partnership only if the investor can withstand a total loss of its investment. ❚ **Illiquid and Long-Term Investments; Risks Inherent in Real Property Mortgage Investments**. Mortgage investments are subject to risks inherent in the industry, which includes a downturn in the real estate market. The mortgagor (the property owner) could have credit issues and be unable to service the mortgage. If that is the case the investors face the risk of the timing of legal process to seize and sell the property and the risk that the value of the property is not enough to repay the investments with the planned returns. Mortgages are longer term investment and the interest rate and returns are locked in at the time of investment. ❚ **Reliance on the GP, Manager and its Key Personnel.** Investors will be relying on the Manager and GP's expertise and judgment in structuring Portfolio Investments and will have no recourse against the GP or Manager other than with respect to certain specific matters as described in the Partnership Agreement. LPs will also be indirectly dependent on certain key individuals who are instrumental in the management of the Partnership and Portfolio Investments. ❚ **No Market for Limited Partnership Interests or ULC Units.** The transfer of a Unit is subject to certain restrictions set out in the Partnership Agreement and may be affected by restrictions on resales imposed under applicable securities law. A public market does not currently exist for Units and one is not expected to develop. ❚ **Indemnification.** The GP, the Manager and related entities and their respective directors, officers, employees, partners, shareholders, contractors and agents will be entitled to indemnification from the Partnership, except in certain circumstances. The assets of the Partnership will be available to satisfy these indemnification obligations, which could materially and adversely impact the LP's returns. Further, LPs may be required to return certain distributions to satisfy such obligations, which will survive the dissolution of the Partnership. ❚ **Changes in Applicable Law.** The Partnership and Portfolio Investees must comply with various legal requirements, including tax laws, environmental laws and other laws, rules and regulations relating to the development of real estate. Should any of those laws, rules or regulations change over the life of the Partnership, the legal requirements to which the Partnership, its Partners and Portfolio

	Investees may be subject could differ materially from current requirements. ▌ **Effect of Fees and Expenses on Return.** The Partnership will pay the Management Fee, the Offering and Organizational Expenses and the Partnership Expenses. Such fees and expenses will reduce actual returns to investors. Most of the fees and expenses will be paid regardless of whether the Partnership produces positive investment returns. If the Partnership does not produce significant positive investment returns, these fees and expenses could reduce the amount of the investment recovered by a Limited Partner to an amount less than the amount invested in the Partnership by such Limited Partner. ▌ **Tax Risk.** Prospective investors are urged to consult with their own tax advisors with respect to their tax situation and the effects on an investment in the Partnership. There can be no assurances that the structure of the Partnership or any investments made by the Partnership will be tax efficient for any particular investor or that distributions by the Partnership in any year to a Limited Partner will exceed the tax payable on the income or gain allocated to such Limited Partner. Further, in general, tax laws, rules and procedures are extremely complex and subject to changes. There is no outline given as to the tax consequences of a ULC Unit investment. ▌ **Failure to Make Capital Contributions.** If a Limited Partner fails to contribute its Commitment when due, and the contributions by non-defaulting Limited Partners and any borrowings by the Partnership are inadequate to cover the defaulted contributions, the Partnership may be unable to properly diversify its investment or may even be unable to pay its obligations when due. As a result, the Partnership may be subjected to significant penalties that could materially adversely affect the returns to the Limited Partners (including non-defaulting Limited Partners). The Partnership Agreement provides that a Limited Partner who defaults in respect of its obligation to contribute its Commitment may be subject to certain contractual remedies (including the forfeiture of its Units), in addition to remedies available at law. ▌ **General Economic Conditions.** General economic conditions may affect the Partnership's activities. Interest rates, general levels of economic activity, the demand for real estate and other factors may affect the value and number of investments made by the Partnership or considered for prospective investments.
Subscription Procedure	Subscriptions for Units will be received in the GP's sole discretion, and the GP reserves the right to close the subscription books for Units at any time without notice. Each Limited Partner will be required to execute a Subscription Agreement and accompanying documents, in the form approved by the GP.
Purchaser's Rights of Action - Canadian Residents	Securities legislation in the Canadian jurisdictions in which the Partnership will offer Units may require certain purchasers to be provided with rights of action for rescission or damages where a confidential information memorandum or offering memorandum and any amendment thereto contains a Misrepresentation. The purchaser's rights of action are set out in Schedule A, which describes such rights as are applicable in the provinces of Ontario, Alberta and British Columbia. If an investor resides in another province, such investor will be provided with the rights of action applicable to that province, but will in no event be afforded rights of action that are less than the rights afforded to Ontario residents. These rights will not be available for investors not resident in Canada.

Confidential Information	Subject to applicable law, each Limited Partner shall keep in strict confidence all information regarding the Partnership, its Portfolio Investments and prospective Portfolio Investments and Portfolio Investees that is provided to such Limited Partners by or on behalf of the Partnership. The Limited Partners shall use this information solely for the purpose of monitoring their investment in the Partnership and shall not disclose such information to any other persons other than their advisors for such purpose.
Conditions of Closing	Closing of the Offering is conditional upon, among other things: ▪ the execution and delivery of the Partnership Agreement; and ▪ the execution of the Subscription Agreement, with the required investor status confirmation and risk acknowledgement by each accepted investor.
Additional Risk Factors	**Possible Loss of Limited Liability** Limited Partners may lose their limited liability in certain circumstances. Limited Partners may lose the protection of limited liability as a result of taking part in the control or management of the business of the Partnership. Limited Partners considering any act or activity in relation to the Partnership except as expressly permitted in the Partnership Agreement should consult with their own legal advisors as to the consequences on limited liability status before engaging in such act or activity. The GP will endeavor at all times to cause the operations of the Partnership to be conducted so as to minimize any risk of loss of limited liability. **No Public Ratings** The Partnership will make investments in debt securities which have not been rated by a public rating agency. While the Manager will rate the investments internally based upon similar criteria as those used by public rating agencies, there can be no assurance that such internal ratings would accurately reflect the ratings made by public rating agencies. **Risk of Default** There can be no assurance that borrowers will not default on loan payments required to be made to the Partnership. There can be a number of factors which affect the ability of a borrower to satisfy its payment obligations, including general economic conditions. **Lack of Marketability for Units** There is no public market for the Units nor is any expected to develop. Resale of the Units is restricted by applicable or ULC Units securities legislation. **Higher Risk Mortgages** The investment strategy for the Partnership will be to access higher returns by acquiring mostly first and second mortgages that otherwise meet the credit criteria as to the nature of the real estate and the mortgagors credit profile. Holding mortgages and especially mortgages with higher loan to
	values can be risky, and can result in losses to the partnership. There is also potential loss of control to the senior mortgage lender.

Schedule A - Canadian Purchaser's Rights of Action

Securities legislation in the offering jurisdictions either provides certain purchasers or requires certain purchasers to be provided with rights of action for damages or rescission where a confidential information memorandum or offering memorandum and any amendment to it contain a Misrepresentation. Where used herein, Misrepresentation means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made. These remedies must be exercised by the purchaser within the time limits prescribed by the applicable securities legislation and are subject to other limitations and defenses.

The applicable statutory rights are summarized below. However, each purchaser should refer to provisions of the applicable securities legislation for the particulars of these rights or consult with a legal adviser. The rights of an investor are those available in the jurisdiction of residence, there may be no equivalent rights for investors resident outside of Canada.

Rights for Purchasers in Alberta, British Columbia and Québec

By purchasing Units hereunder, purchasers in Alberta, British Columbia and Québec are not entitled to statutory rights of rescission and action. Therefore, in consideration of their purchases of Units and upon accepting a purchase confirmation in respect thereof, these purchasers are hereby granted a contractual right of action for damages or rescission that is substantially the same as the statutory right of action, if any, provided to residents of Ontario who purchase Units.

Rights for Purchasers in Ontario

Ontario Securities Commission Rule 45-501 – *Ontario Prospectus and Registration Exemptions* provides that when an offering memorandum, such as this document, is delivered to an investor to whom securities are distributed in reliance upon the "accredited investor" prospectus exemption in Section 2.3 of National Instrument 45-106 – *Prospectus and Registration Exemptions* (**"NI 45-106"**), the right of action referred to in Section 130.1 (**"Section 130.1"**) of the *Securities Act* (Ontario) (the **"Ontario Act"**) is applicable, unless the prospective purchaser is:

(a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under subsection 473(1) of that act;

(b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, *caisse populaire*, financial services corporation, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction in Canada;

(c) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

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

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

The right of action referred to in Section 130.1 is also applicable to a purchaser to whom securities are distributed in reliance upon the "minimum amount investment" prospectus exemption in Section 2.10 of NI 45-106.

Section 130.1 provides such investors who purchase securities offered by an offering memorandum with a statutory right of action against the issuer of securities for rescission or damages in the event that the offering memorandum or any amendment to it contains a Misrepresentation. In Ontario, the term Misrepresentation means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading or false in light of the circumstances in which it was made. These remedies, or notice with respect to these remedies, must be exercised or delivered, as the case may be, by the purchaser within the time limits prescribed by applicable securities laws.

Where the offering memorandum is delivered to a prospective purchaser of securities in connection with a trade made in reliance on either Section 2.3 or Section 2.10 of NI 45- 106, and the offering memorandum contains a misrepresentation, the purchaser will have, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action against the Partnership for damages or, while the purchaser is still the owner of the securities, for rescission, in which case, if the purchaser elects to exercise the right of rescission, the purchaser will have no right of action for damages, provided that the right of action for rescission will be exercisable by the purchaser only if the purchaser gives notice to the Partnership, not more than 180 days after the date of the transaction that gave rise to the cause of action, that the purchaser is exercising such right; or, in the case of any action other than an action for rescission, 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 Partnership will not be liable for a misrepresentation if it proves that the purchaser purchased securities with knowledge of the misrepresentation.

In an action for damages, the Partnership will not be liable for all or any portion of the damages that the Partnership proves do not represent the depreciation in value of the securities as a result of the misrepresentation which was relied upon.

In no case will the amount recoverable for a misrepresentation exceed the price at which the securities were offered.

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

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