

FORM 45-106 F2
Offering Memorandum for Non-Qualifying Issuers

Date: May 1, 2019

The Issuer

Name: Trez Capital Prime 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? Yes.

The Offering

Securities offered: Series A, F and I Trust units ("**Units**").

Price per security: \$10 per Unit.

Minimum/Maximum offering: **There is no Minimum or Maximum Offering. You may be the only purchaser. Funds available under this offering may not be sufficient to accomplish our proposed objectives.**

Minimum Subscription Amount: 500 Units (\$5,000)

Payment terms: Bank draft, certified cheques or wire transfer on closing.

Proposed closing date(s): Continuous offering. Closings may occur from time to time as subscriptions are received.

Income tax consequences: There are important tax consequences to these securities. See "Income Tax Considerations".

Selling agent: No. 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.

Resale restrictions

You will be restricted from selling your securities for an indefinite period. However, the Units are redeemable on 30 days' notice at the demand of a Unitholder. SEE "SECURITIES OFFERED – UNITHOLDER'S RIGHT TO REDEEM".

Purchaser's rights

You have two (2) business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See "Purchasers' Contractual and Statutory Rights of Action".

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See "Risk Factors".

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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.

Offering: A continuous offering of Series A, F and I Trust Units. There is no minimum or maximum offering amount. See "Subscription for Units". A subscriber whose subscription is accepted will become a Unitholder of the Trust.

Subscription Price: The subscription price per Unit is \$10.00.

Minimum Subscription: There is a minimum subscription of 500 Units (\$5,000). Residents of certain provinces may be restricted in the amount they can invest when relying on this Offering Memorandum. See "Subscription for Units".

Business Objective: The business objective of the Trust is to preserve invested capital and generate a steady stream of income to investors by investing in a portfolio of Prime Mortgages selected by the Mortgage Broker. A Prime Mortgage is a first Mortgage which secures a loan which does not exceed 75% of the value of the Real Property at the time of funding. The Trust will invest in loans secured by Real Property in Canada and, up to 50% of assets of the Trust, may be secured by Real Property in the United States. The Trust may also buy or sell such Prime Mortgages. The Trust is a source of funding for the Mortgage Broker's mortgage lending business. See "Objectives and Policies - Investment Strategies" and "Conflicts of Interest and Interest of Management and Others in Material Transactions".

The Trust will seek to accomplish its business objective through prudent investments in Prime Mortgages focused on short term financing to qualified real estate investors and developers. The Manager will use the Mortgage Broker's well-established lending strategies and competitive advantages, namely: (i) flexible structure terms; (ii) speed and certainty of execution; and (iii) its ability to generate proprietary deal flow.

In general, Mortgages will generate income through a rate of interest, which is typically payable periodically throughout the term of the Mortgages. All Mortgages will be secured by Real Property consisting primarily of residential (generally not including single family homes), office, retail, industrial, hotel or other commercial property. Mortgages may be either first ranking, a senior or a junior position in a first ranking Mortgage and individual Mortgages may be secured by more than one property owned by the same mortgagor. See "Objectives and Policies – Investment Restrictions".

Tranching: In some cases, the Manager may permit a third party (typically a Canadian bank, US bank, a trust company or other mortgage investor) to participate in a senior portion of a Prime Mortgage at a reduced interest rate, thereby enabling the Trust to retain a disproportionately large amount of interest revenue when compared to the portion of the Mortgage it retains. This practice – sometimes referred to as "tranching" – will enable the Trust to effectively increase its returns while using less capital for each Mortgage investment (thereby facilitating greater diversification for the Trust) and, in all cases, retain the Manager's control over administering the entire Mortgage. The third party will be given priority for payment on its "senior" position in the Mortgage in return for receiving less interest than the stipulated rate of the Mortgage and the Manager believes the Trust receives a disproportionately larger amount of interest revenue compared to the change in risk associated with the portion of the Mortgage it retains. See "Business of the Trust – Tranching".

In other cases, the Manager may retain the entire Mortgage for the Trust and other mortgage investment entities the Manager manages and may also structure the Mortgage into a senior portion and a junior portion between the various entities to

offer attractive returns to each mortgage investment entity on a risk adjusted basis based on the fulfillment of each mortgage investment entity's investment objectives. The Trust will participate in senior portions of Prime Mortgages under these circumstances.

Additionally, the Trust may permit a third party to participate in a senior portion of a first Mortgage and the Manager may tranche the junior portion into a "junior B portion" and a "junior C portion". The Trust describes a "junior portion" as being subordinate to the "senior portion" and describes a "junior B portion" as being senior to a "junior C portion". The Trust will participate in a "junior B" portion under these circumstances.

Loan Sharing:

The Manager may arrange for third parties and/or other mortgage investment entities managed by the Manager to share in a loan on a *pari passu*, senior basis (as described under "Tranching"), or junior basis. See "Business of the Trust – Loan Sharing".

Series:

Units are issuable in series ("**Series**"). The outstanding Series are of the same class and have the same objectives, strategies and restrictions, but differ with respect to one or more of their features, such as fees and distributions, as set out in this Offering Memorandum. The Net Asset Value per Unit of each Series will be the same, but distributions allocable to each Series of Units will differ, as a result of the deduction of the amounts payable in respect of Trailer Fees for the Series A Units and the lower Management Fee payable in respect of the Series I Units. The Manager may, at any time and from time to time, authorize the Trust to issue additional Series without the authorization of Unitholders. Each Series will share in the same pool of Mortgages and Authorized Interim Investments on a *pari passu* basis. See "Summary of Declaration of Trust" and "Securities Offered".

Purchases of Units may be effected through direct investment or through the settlement network operated by FundSERV Inc. using the following codes:

Series A Units: TRZ – 400

Series F Units: TRZ – 410

Series I Units: TRZ – 420

Distribution Policy:

The Trust will make a distribution to each Unitholder of record on each calendar month end on a monthly basis. For each month end (other than the month ending December 31), the Manager will distribute an amount it deems appropriate. Such monthly distributions will be paid in arrears by the 10th day following the month to which the distribution relates.

The distribution to be made in respect of the December 31 year end (the "**Final Year End Distribution**") will equal 100% of the Trust's Taxable Income for the applicable Series, less non-capital losses incurred in the year or prior years and carried forward, if any, 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 by the 10th day following the year end in an amount determined in the same manner as the month end distributions. The second payment, if any, for the Final Year End Distribution will be paid in arrears not later than March 15 following the year end in an amount equal to any amount payable in excess of the distributions previously paid. Pursuant to the terms of the Declaration of Trust, the Manager has consistently determined that Unitholders of record on December 31 of each year shall be entitled to the Final Year End Distribution.

In each Fiscal Year, the monthly distributions will be proportionate to the number of days the Units have been issued and outstanding in the month to which the distribution relates. The second payment of the Final Year End Distribution will be

proportionate to the number of days the Units have been issued and outstanding in the year to which the distribution relates.

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

Subject to a Unitholder's election to receive distributions in Units, distributions by the Trust will be paid in cash. If the Trust has taxable income for which it has not received cash the Trust may make distributions of such taxable income in Units. Such a distribution would be followed by a consolidation of the Units to maintain the Net Asset Value per Unit at \$10.00. Payment of income by the distribution of Units can result in Unitholders having a tax liability without a corresponding distribution of cash to pay that tax liability.

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

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 Unitholders are in excess of net income and net realized capital gains, if any, of the Trust, the adjusted cost base of the Unitholders' Units will generally be reduced. Alternatively, the Trust may record these excess distributions as advances to Unitholders which are repaid by way of reducing subsequent year's distributions. See "Distributions" and "Income Tax Considerations."

Foreign Exchange and Hedging Policy:

The Trust may invest up to 50% of its assets in US dollar denominated Prime Mortgage loan investments. In order to mitigate the adverse effects of a decline in the US dollar versus the Canadian dollar from the time that the Trust acquires a US dollar denominated Mortgage loan investment and the time that a US dollar denominated loan investment is repaid, the Trust will undertake currency hedging transactions. See "Securities Offered – Foreign Exchange and Hedging Policy".

Redemption by Unitholder:

Subject to the restrictions below, Units are redeemable at the demand of the Unitholders, upon thirty days' written notice, at a Redemption price equal to:

- (i) at any time up to the first anniversary of their issuance, 99% of the Subscription Price; and
- (ii) thereafter, at the Subscription Price.

The Manager may from time to time suspend Redemptions and/or terminate the Trust when the Redemption price exceeds the Net Asset Value per Unit. The Manager is not obligated to accept Redemption notices for amounts exceeding, in aggregate, 5% of the Net Asset Value of the Trust at such time, in any one calendar month.

The Manager also may suspend the Redemption of Units, or postpone the day of payment or right of Redemption, for a period of not more than 180 days, for or during any period during which the Manager determines that conditions exist which render impractical the sale of the assets of the Trust or impair the ability of the Manager to determine the value of the assets held by the Trust. Any such suspension shall take effect at such time as the Manager specifies and thereafter there shall be no Redemption of Units during the 180 day period until the Manager declares the suspension at an end.

Closing:

Closings will take place on such dates as the Manager determines.

Manager Fees:

Pursuant to the Declaration of Trust, for the purposes of calculation of the Manager's Fees, each Series is deemed to be entitled to its Proportionate Share of the Average Annual Gross Assets. The Manager will be entitled to receive an annual fee equal to 1.5% of the Proportionate Share of the Series A Units and the Series F Units of the Average Annual Gross Assets (the "**Series A and Series F Management Fee**") and an annual fee equal to a percentage to be negotiated by the Manager and the

Unitholder of the Proportionate Share of the Series I Units of the Average Annual Gross Assets (the "**Series I Management Fee**"). As well, the Manager is entitled to receive an annual fee (the "**Incentive Fee**") equal to 10% of the Incentive Fee Revenue of the Trust. The Management Fee is paid monthly, in arrears and is to be estimated and paid for each month (other than the month ending December 31), 15 days following the end of each such month. The payment due for the month ending December 31st will be determined taking into consideration the previous payments made on an estimated basis and will be paid not later than March 15 following that month. The Incentive Fee is paid at the same time as the final year end payment to Unitholders. The Trust will be obligated to pay any applicable GST or other taxes on such fees.

See "Directors, Management, Promoters and Principal Holders – Manager's Fees".

Mortgage Broker Fees:

The Mortgage Broker will arrange Mortgages on behalf of the Trust and will act as mortgage broker of the Trust. Affiliates of the Mortgage Broker, Trez Capital Texas L.P. ("**Trez Texas**") and Trez Forman Capital Group LP ("**Trez Florida**") (collectively, the "**Originators**") will also originate Mortgages on behalf of the Trust under the supervision of the Mortgage Broker and the Mortgage Broker will undertake its customary due diligence review of the proposed investment.

The Mortgage Broker may earn brokerage fees from placing Mortgages against properties and performing due diligence. In the case of Mortgages which are originated by the Mortgage Broker, such fees will generally be paid by the borrower and the Mortgage Broker will not charge any fees to the Trust. In some instances where the Trust agrees to participate in a loan which has no brokerage fee, the Mortgage Broker will charge the brokerage fee to the Trust, and the brokerage fee may be deducted from interest payments otherwise payable to the Trust. In the case of Mortgages, or interests in Mortgages, which have been purchased by the Mortgage Broker from third parties either on its own behalf or on behalf of the Trust, such fees may also be deducted from interest payments otherwise payable to the Trust, or may be paid directly by the Trust as a result of the difference between the purchase price paid by the Mortgage Broker and the purchase price paid by the Trust. The brokerage fees charged to the Trust in such instances will vary depending on the size of the transaction and the amount of any fees otherwise payable to the Mortgage Broker. The Originators will receive a share of the originating fees, commitment fees and renewal fees on Mortgages it originates for the Trust.

See "Directors, Management, Promoters and Principal Holders – Mortgage Broker's Fees".

Trailer Fees:

The Trust will pay an annual servicing fee equal to 1.00% per annum of the Subscription Price of the Units (the "**Trailer Fee**") to registered dealers in respect of the Series A Units, payable monthly in arrears. The amount of the Trailer Fee will be deducted from distributions to Series A Unitholders.

Use of Proceeds:

The Net Subscription Proceeds will be invested in Prime Mortgages. Investments in Prime Mortgages will be made as set out in "Objectives and Policies - Investment Restrictions". Pending investment in Prime Mortgages, the Net Subscription Proceeds will be invested in Authorized Interim Investments. The Manager will use its reasonable commercial efforts to make suitable investments of the Net Subscription Proceeds in Prime Mortgages as soon as possible following each Closing.

The Trust will pay the expenses of this Offering.

Distribution on Termination:

On the termination of the Trust, the assets of the Trust will be liquidated and the proceeds distributed to pay the liabilities of the Trust (including the fees and expenses of the Manager) and to establish reserves for the contingent liabilities of

the Trust. The balance of any funds remaining will be used to redeem Units on a pro rata basis. See "Distributions - Distribution on Termination of the Trust".

Taxation of the Trust and Unitholders:

Generally, the Trust will not pay tax under Part I of the Tax Act on its Taxable Income to the extent it is distributed to its Unitholders. In limited circumstances foreign income tax may be payable by the Trust. The Trust will not be liable to tax as a "specified investment flow-through trust" or "SIFT trust". In computing their income, Unitholders will be required to include the Taxable Income distributed to them by the Trust. Distributions not included in a Unitholder's income, other than the non-taxable portion of net realized capital gains, will generally reduce a Unitholder's adjusted cost base of the Units held. On a redemption or other disposition of Units, the Unitholder will realize a capital gain or loss to the extent that the proceeds of disposition exceed or are exceeded by the adjusted cost base of the Units. One-half of a capital gain must be included in income as a taxable capital gain. One-half of a capital loss is an allowable capital loss which may be applied against taxable capital gains realized in the year, with any excess available for carry back three years, or forward indefinitely, and applied against taxable capital gains realized in those earlier or later years.

To the extent the Trust's investments include assets denominated in currencies other than Canadian dollars, the income derived from those assets must be determined for purposes of the Tax Act in Canadian dollars, and the Trust may therefore recognize gains or losses by virtue of fluctuations in the value of foreign currencies relative to Canadian dollars. The Trust will also carry out hedging transactions in respect of investments in Mortgages denominated in currencies other than Canadian dollars which are intended to reduce gains or losses resulting from fluctuations in the value of foreign currencies relative to Canadian dollars.

If the Trust has income that is liable to United States income tax, such tax will be paid by the Trust, which will then make a designation that generally will provide Unitholders with a foreign tax credit for foreign tax paid by the Trust.

Investment by Deferred Plans:

The Trust is a mutual fund trust as defined in the Tax Act. As such, the Units of the Trust are qualified investments for Deferred Plans. See "Income Tax Considerations" for discussion regarding the qualification of the Trust as a mutual fund trust.

No Transferability:

Units will not be transferable, except by operation of law (such as the death or bankruptcy of a Unitholder) or in circumstances where the Manager deems it appropriate to do so in its absolute discretion. As well, securities laws will restrict, and may prohibit, transfer of Units. Units will not be listed on any stock exchange. See "Resale Restrictions".

Risk Factors:

Investment in the Trust entails a number of risks. This Offering is not suitable for investors who cannot afford to assume any moderate risks in connection with their investments. These risks include the following:

- (a) Unitholders' returns will be determined by the returns generated by the Mortgage Portfolio. These investments are affected by general economic conditions, local real estate markets, the attractiveness of the property to tenants/purchasers, competition from other available properties, fluctuations in market pricing and occupancy rates, operating expenses and other factors. It is possible that credit market deterioration could affect the Trust's returns. See "Directors, Management, Promoters and Principal Holders – The Mortgage Broker – Due Diligence Procedures and Risk Reduction".
- (b) The Trust's investments in Mortgage loans will be secured by Real Property, the value of which can fluctuate. Changes in market conditions may decrease the value of the secured property and reduce the actual or

projected cash flow from the property, thereby affecting the ability of the borrower to service the debt and/or repay the loan.

- (c) As at December 31, 2018, 7.14% of the Trust's Mortgage Portfolio by number of Mortgages and 10.74% of the Trust's Mortgage Portfolio by dollar amount relate to Mortgages granted to one borrower. Given the concentration of the Trust's exposure to this borrower, the Trust will be more susceptible to adverse financial circumstances affecting this borrower than a mortgage investment entity that does not have its Mortgage investments concentrated with a small number of borrowers.
- (d) Given the concentration of the Trust's exposure to the real estate lending sector, the Trust will be more susceptible to adverse economic or regulatory occurrences affecting that sector than an investment entity that is not concentrated in a single sector. Investments in Mortgages are relatively illiquid. This lack of liquidity may result in the Trust suspending the Redemption of Units from time to time. The Mortgage Portfolio will be invested and may from time to time be concentrated by location of the properties, type of property, or other factors resulting in the Mortgage Portfolio being less diversified than at other times.
- (e) An impairment of liquidity within the financial markets could affect the ability of the Trust's borrowers to refinance and pay out Mortgages when due. This lack of liquidity may result in the Trust suspending the Redemption of Units from time to time.
- (f) There is no market for the Units and a market for the Units is not expected to develop. Units will not be transferable, except by operation of law (such as the death or bankruptcy of a Unitholder) or in circumstances where the Manager deems it appropriate to do so in its absolute discretion. As well, securities laws will restrict, and may prohibit, transfer of Units. See "Resale Restrictions".
- (g) The Trust makes no representation as to any return that will be generated from the Mortgage Portfolio. There can be no assurance that past returns achieved by funds managed by the Manager will be, in any respect, indicative of how the Trust's Mortgage Portfolio will perform (either in terms of profitability, volatility or low correlation with other investments) in the future.
- (h) If there is a decline in interest rates (as measured by the indices upon which the interest rates of the Trust's Mortgages are based), the Trust may find it difficult to originate additional Mortgages bearing rates sufficient to achieve distributions on the Units at the rates previously achieved by the Trust.
- (i) If there is an increase in interest rates, property values may decline and adversely affect the value of the Mortgage Portfolio.
- (j) The Trust may borrow funds and secure such borrowings by Mortgages in the portfolio, or may participate in a junior position in a Prime Mortgage whereby the senior position is held by a third party, which could increase the risk of the Trust's insolvency and the risk of Unitholder liability.
- (k) The Trust will be highly dependent upon the expertise and abilities of the Manager and the Mortgage Broker. The loss of services of key personnel of the Manager or the Mortgage Broker could adversely affect the Trust.
- (l) The role of the Board of Governors is generally advisory in nature and it does not involve itself in the day to day management of the Trust. Its duties differ from those of the board of directors of a corporation. Its

responsibilities are limited to those expressly set forth in the Declaration of Trust and substantially all powers, authorities and responsibilities in respect of the Trust are those of the Manager.

- (m) Conditions may arise which would cause the Manager to suspend the Redemption of Units, or postpone the day of payment or right of Redemption, for a period of not more than 180 days, for or during any period during which the Manager determines that conditions exist which render impractical the sale of the assets of the Trust or impair the ability of the Manager to determine the value of the assets held by the Trust. If the Manager receives a Redemption Notice or is required to make a Redemption for an amount exceeding the Net Asset Value per Unit, the Manager may, in its discretion, give notice to terminate the Trust as of the Termination date which precedes the intended date of such Redemption or Redemptions. See "Securities Offered – Unitholder's Right to Redeem".
- (n) The Trust enters into hedging transactions relating to investments denominated in U.S. dollars to manage the risks from changes in currency conversion. Hedging instruments allow the Manager to reduce, but not eliminate, the potential effects of the variability in cash flow from fluctuations in currency conversion. The Manager's hedging strategy and future hedging transactions will be determined at its discretion.
- (o) The Units share certain attributes common to equity securities. The Units represent an undivided interest in the assets of the Trust. However, 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.
- (p) The Manager is required to satisfy a standard of care in exercising its duties with respect to the Trust. However, neither the Manager nor its officers, directors, Affiliates or employees are required to devote all or any specified portion of their time to their responsibilities relating to the Trust. The Manager and its officers, directors, Affiliates or employees may undertake financial, investment or professional activities which give rise to conflicts of interest with respect to the Trust.
- (q) Payment of income by the distribution of Units, for example, in satisfaction of a Unitholder's income distribution, can result in Unitholders having a tax liability without a corresponding distribution of cash to pay that tax liability.

You should carefully consider whether your financial condition and/or retirement savings objectives permit you to invest in the Trust. The Units involve a moderate degree of risk. An investment in Units of the Trust is appropriate only for investors who have the ability to absorb a loss of some or all of their investment. See "Risk Factors".

Certificates:

Certificates for Units will not be issued to Unitholders.

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.

"**Affiliate**" or "**Affiliates**" has the same meaning as in the *Securities Act* (British Columbia);

"**Audit Committee**" means the audit committee of the Board of Governors;

"**Auditor(s)**" means the firm of Chartered Professional Accountants appointed as auditor(s) of the Trust from time to time by the Board of Governors;

"**Authorized Interim Investments**" means such investments that are "qualified investments" for a trust governed by a Deferred Plan;

"**Average Annual Gross Assets**" means, for a particular period, the sum of the value of all assets held by the Trust, as valued in accordance with the Valuation Policy, determined as of the end of each month in such period, divided by the number of months in such period;

"**Board of Governors**" means the board named as such and established pursuant to the Declaration of Trust;

"**Business Day**" means a day other than a Saturday, Sunday or any day on which the principal office of the Trust's bankers located in Vancouver, British Columbia, is not open for business during normal banking hours;

"**Calculation Date**" means the last day of each month in a calendar year;

"**Closing**" means a closing of the sale of Units as the Manager may determine from time to time;

"**Credit Committee**" means the credit committee of the Board of Governors;

"**Custodial Agreement**" means the agreement made as of March 11, 2013 among the Trust, the Manager and the Custodian;

"**Custodian**" means Computershare Trust Company of Canada;

"**Declaration of Trust**" means the trust agreement dated January 5, 2006, as amended by agreement dated April 1, 2009, amended and restated January 1, 2011, amended by agreement made as of January 23, 2012, and amended and restated April 1, 2013 and amended and restated March 8, 2016, and amended and restated as a declaration of trust effective December 21, 2017, among the Mortgage Broker, the Trustee and the Manager, creating the Trust under the laws of the Province of British Columbia;

"**Deferred Plan**" means a "registered retirement savings plan", "registered retirement income fund", a "registered education savings plan", a "deferred profit sharing plan", a "registered disability savings plan" or a "tax-free savings account", as such terms are defined in the Tax Act;

"**Distribution Payment Date**" means, for each of the first eleven calendar months, the 10th day of the month following the Calculation Date for such calendar month and for the calendar month ending December 31, the Distribution Payment Date will not be later than the following March 15th;

"**Fiscal Year**" means each such consecutive period of twelve (12) months commencing on January 1 and ending on December 31;

"**FundSERV**" means the facility maintained and operated by FundSERV Inc. for electronic communication with participating companies, including the receiving of orders, order matching, contracting, registrations, settlement of orders, transmission of confirmation of purchases and the redemption of investments or instruments;

"**IFRS**" means International Financial Reporting Standards;

"**Incentive Fee**" means a fee to be paid to the Manager pursuant to the Declaration of Trust, consisting of an annual fee equal to 10% of the Incentive Fee Revenue for such period;

"**Incentive Fee Revenue**", in respect of a period, means the net income and capital gains for a Series of the Trust for that period prior to the deduction of the Incentive Fee payable for that period and after the deduction of the Management Fee payable in respect of that Series;

"**Independent Review Committee**" means the independent review committee of the Board of Governors;

"**Management Fee**" means, collectively, the Series A and Series F Management Fee and the Series I Management Fee and the management fee for any Series which may be created subsequently;

"**Manager**" means Trez Capital Fund Management Limited Partnership, a limited partnership validly existing under the laws of the Province of British Columbia, or such other entity appointed to serve as Manager hereunder from time to time;

"**Manager's Fees**" means, collectively, the Management Fee and the Incentive Fee;

"**Mortgage**" or "**Mortgages**" means a mortgage, a mortgage of a mortgage or a mortgage of a leasehold interest (or other like instrument, including an assignment of or an acknowledgement of an interest in a mortgage), hypothecation, deed of trust, charge or other security interest of or in Real Property used to secure obligations to repay money by a charge upon the underlying Real Property;

"**Mortgage Broker**" means Trez Capital Limited Partnership, a limited partnership validly existing under the laws of the Province of British Columbia;

"**Mortgage Broker Agreement**" means the agreement dated January 5, 2006 assigned to the Mortgage Broker by agreement dated February 6, 2012, pursuant to which the Mortgage Broker will provide its services to the Trust;

"**Mortgage Portfolio**" means the portfolio of Mortgages held by the Trust;

"**Net Asset Value**" means the value of all assets of the Trust less the value of all liabilities of the Trust, in each case determined in accordance with the Valuation Policy;

"**Net Asset Value per Unit**" means the quotient obtained by dividing the amount equal to the Net Asset Value by the total number of outstanding Units;

"**Net Subscription Proceeds**" means the gross proceeds to the Trust from the sale of the Units, less the payment of any costs associated with the closing of the offering, including legal expenses, and any other costs.

"**Offering**" means the offering of Series A, F and I Units pursuant to this Offering Memorandum;

"**Ordinary Resolution**" means a resolution consented to, in writing, by holders of more than 50% of all outstanding Units of the Trust or where Series are differently affected by the resolution, then 50% of each Series, or approved by at least 50% of the votes cast by Unitholders (or Unitholders of that Series) present in person or by proxy at a meeting of Unitholders which has been duly called and at which a quorum is present, as provided herein and excluding the votes of Units owned by the Manager or any Affiliate thereof in respect of any matter in which they have a financial interest (other than as Unitholders);

"**Prime Mortgage**" means a first Mortgage which secures a loan which does not exceed 75% of the value, at the time of funding, of the Real Property against which the Mortgage is registered;

"Proportionate Share" when used to describe a Unitholder's, or a Series', interest in any amount, means the portion of that amount obtained by multiplying that amount by a fraction, the numerator of which is the number of Units of the Trust registered in the name of that Unitholder, or that Series, as the case may be, and the denominator of which is the total number of Units of the Trust then outstanding;

"Real Property" means land, lots, rights or interest in land or lots (including without limitation leaseholds, air rights and rights in condominiums, but excluding Mortgages) and any buildings, structures, improvements and fixtures located thereon;

"Redemption" means a redemption of Units by the Trust or by a Unitholder on his or her written request and subject to the limitations described herein;

"Registrar and Transfer Agent" means Trez Capital Limited Partnership.

"Sales Fee" means a 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;

"Securities Authorities" means, collectively, the British Columbia Securities Commission, the Alberta Securities Commission, the Saskatchewan Securities Commission, the Manitoba Securities Commission and the Ontario Securities Commission, and equivalent regulatory authorities in each Province or Territory of Canada in which the Units are qualified for distribution;

"Series" means a series of Units of the same class created by the Manager pursuant to the Declaration of Trust;

"Series A and Series F Management Fee" means a fee to be paid to the Manager pursuant to the Declaration of Trust, consisting of an annual fee, as estimated monthly, equal to 1.5% of the Proportionate Share of the Series A Units and Series F Units of the Average Annual Gross Assets of the Trust as of the date same is calculated;

"Series A Units" means a Series, designated as Series A;

"Series F Units" means a Series, designated as Series F;

"Series I Management Fee" means a fee to be paid to the Manager pursuant to the Declaration of Trust, consisting of an annual fee, as estimated monthly, equal to a percentage to be negotiated by the Manager and the Unitholder of the Proportionate Share of the Series I Units of the Average Annual Gross Assets of the Trust as of the date same is calculated;

"Series I Units" means a Series, designated as Series I;

"Special Resolution" means a resolution consented to, in writing, by holders of more than 66 $\frac{2}{3}$ % of all outstanding Units of the Trust or where Series are differently affected by the resolution, then 66 $\frac{2}{3}$ % of each Series, or approved by at least 66 $\frac{2}{3}$ % of the votes cast by Unitholders present in person or by proxy at a meeting of Unitholders (or Unitholders of that Series) which has been duly called for that purpose and at which a quorum is present, as provided herein and excluding the votes of Units owned by the Manager or any Affiliate thereof in respect of any matter in which they have a financial interest (other than as Unitholders);

"Subscriber" means a subscriber for Units;

"Subscription Agreement" means the subscription agreement for Units, the form of which can be found at www.trezcapital.com

"Subscription Price" means \$10.00 per Unit;

"Subscription Proceeds" means the gross proceeds to the Trust from the sale of the Units;

"**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985 (5th Supp.) c.1, as amended, and the regulations thereunder;

"**Taxable Income**" of the Trust for a year means the net income and net realized taxable capital gains of the Trust (as those terms are defined in the Declaration of Trust and the Tax Act) determined without any gross-up in respect of taxable dividends from corporations resident in Canada and without deduction for distributions by the Trust to Unitholders during the year;

"**Termination Date**" means the date on which the Trust is terminated in accordance with the provisions of the Declaration of Trust;

"**Termination Event**" has the meaning attributed thereto under the title "Termination of the Trust";

"**Trailer Fee**" means a fee payable to registered dealers, in an amount equal to 1.0% per annum of the Subscription Price payable in respect of Series A Units, payable in arrears;

"**Trust**" means Trez Capital Prime Trust, a trust created pursuant to the Declaration of Trust;

"**Trust Property**" means:

- (a) all moneys, securities, property, assets and investments paid or transferred to and accepted by or in any manner acquired by the Trustee and held by the Trustee on the trust herein declared;
- (b) all income which may hereafter be accumulated under the powers herein contained; and
- (c) all moneys, securities, property, assets or investments substituted for or representing all or any part of the foregoing;

less any money, securities, property, assets or investments distributed, expended, sold, transferred or otherwise disposed of in accordance with the provisions of the Declaration of Trust;

"**Trustee**" means Computershare Trust Company of Canada, the trustee named under the Declaration of Trust;

"**Unanimous Resolution**" means a resolution consented to, in writing, by all Unitholders, or approved by 100% of the votes cast by Unitholders present in person or by proxy at a meeting of Unitholders which has been duly called for that purpose and at which a quorum is present;

"**Unit**" means a unit of beneficial interest in the Trust;

"**Unitholders**" means those investors whose subscriptions to purchase Units offered by this Offering Memorandum are accepted by the Trust and thereafter at any particular time the persons entered in the register or registers of the Trust as holders of Units and the singular form means one such registered holder;

"**Valuation Date**" means any day on which a subscription form or a request for Redemption is received by the Manager and includes any other day on which the Trustee or the Manager elects, in its discretion, to calculate the Net Asset Value per Unit; and

"**Valuation Policy**" means the policy of the Manager, described under the heading "Calculation of Net Asset Value - Valuation Policy".

CANADIAN CURRENCY

All dollar amounts stated herein, unless otherwise stated, are expressed in Canadian currency.

FORWARD LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as "plans", "proposes", "expects", "estimates", "intends", "anticipates" or "believes", or variations (including negative and grammatical variations) of such words and phrases or state that certain actions, events or results "may", "could", "would", "might", "likely" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Trust to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Actual results, performance and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking statements contained in this Offering Memorandum. Such forward-looking statements are based on a number of assumptions which may prove to be incorrect including, but not limited to: the completion of this Offering, the ability of the Trust to acquire and maintain a Mortgage Portfolio capable of generating the necessary annual yield or returns to enable the Trust to achieve its investment objectives, the ability of the Trust to establish and maintain relationships and agreements with key strategic partners, the maintenance of prevailing interest rates at favourable levels, the ability of borrowers to service their obligations under the Mortgages, the ability of the Manager to effectively perform its obligations to the Trust, anticipated costs and expenses, competition, and changes in general economic conditions. While the Trust anticipates that subsequent events and developments may cause its views to change, the Trust specifically disclaims any obligation to update these forward-looking statements, except as required by applicable law. These forward-looking statements should not be relied upon as representing the Trust's views as of any date subsequent to the date of this Offering Memorandum. Although the Trust has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate, as actual results, performance and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements. The factors identified above are not intended to represent a complete list of the factors that could affect the Trust. Additional factors are noted under "Risk Factors".

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.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference as part of this Offering Memorandum:

- (a) the marketing materials related to this Offering prepared as at the date of this Offering Memorandum delivered or made reasonably available to a prospective purchaser; and
- (b) the marketing materials related to this Offering which may be prepared after the date of this Offering Memorandum and delivered or made reasonably available to a prospective purchaser prior to the termination of this Offering.

USE OF AVAILABLE FUNDS

Subscription Proceeds and Available Funds

	Assuming \$1,000,000 Offering	Assuming \$20,000,000 Offering
A. Amount to be Raised by this Offering	\$1,000,000 ⁽¹⁾	\$20,000,000 ⁽¹⁾
B. Selling Commissions and Fees	\$Nil	\$Nil

C.	Estimated Offering Costs (legal, accounting)	\$Nil ⁽²⁾	\$Nil ⁽²⁾
D.	Net Proceeds (D = A – B - C)	\$1,000,000	\$20,000,000
E.	Investment Capital – Redeemable Units	\$171,078,512 ⁽³⁾	\$171,078,512 ⁽³⁾
F.	Working Capital Deficiency	\$Nil	\$Nil
G.	Available Funds (F = D + E - F)	\$172,078,512	\$191,078,512

Notes:

- (1) There is no minimum or maximum offering. The sums of \$1,000,000 and \$20,000,000 have been used for illustrative purposes.
- (2) The Trust will pay the expenses of this Offering, estimated to be approximately \$10,000, which will not be deducted from the amount to be raised by this Offering.
- (3) As at December 31, 2018.

Use of Net Subscription Proceeds

The Net Subscription Proceeds will be invested in Prime Mortgages. Investments in Prime Mortgages will be made as set out in "Objectives and Policies". Pending investment in Prime Mortgages, the Net Subscription Proceeds will be invested in Authorized Interim Investments. The Manager will use its reasonable commercial efforts to make suitable investments of the Net Subscription Proceeds in Prime Mortgages as soon as possible following each Closing.

BUSINESS OF THE TRUST

Structure

The Trust is an open-ended investment trust created under the laws of the Province of British Columbia pursuant to a trust agreement dated January 5, 2006, as amended and restated March 8, 2016, and amended and restated as a declaration of trust effective December 21, 2017 (the "**Declaration of Trust**"). The Trust was formerly named "Bison Prime Mortgage Fund". The principal place of business of the Trust is located at 1700-745 Thurlow Street, Vancouver, British Columbia, V6E 0C5. The Trust is not a "mutual fund" as defined by applicable securities legislation. The Trust differs from a mutual fund in that Units are redeemable monthly by the Unitholder at 99% of the Subscription Price during the first year after purchase, and at the Subscription Price thereafter, rather than based on their Net Asset Value or market value. Redemptions are processed 30 days after the requested redemption. The Trust is not subject to the prescribed investment restrictions for mutual funds as defined by applicable securities legislation and, accordingly, is permitted to invest in Mortgages and to borrow funds.

The beneficial interest in the assets of the Trust is divided into Units issued in Series. Only Series A Units, Series F Units and Series I Units are offered hereby. The Manager may issue additional Series without the approval of the Unitholders, provided same are within the investment objectives of the Trust. All of the Series of Units have the same investment objective, strategies and restrictions but differ with respect to one or more of their features, such as fees or distributions, as set out in this Offering Memorandum. The Trust's net asset value (the "**Net Asset Value**") is calculated as the value of the Trust's assets, less its liabilities, computed on a particular date in accordance with the Declaration of Trust. The Manager will calculate the Net Asset Value for each Unit. The Net Asset Value per Unit will be the same for all Series.

Computershare Trust Company of Canada is the Trustee of the Trust for certain limited purposes under the Declaration of Trust. Trez Capital Fund Management Limited Partnership is the Manager of the Trust under the Declaration of Trust. Trez Capital Limited Partnership acts as the Mortgage Broker for the Trust pursuant to the Mortgage Broker Agreement. The telephone number of the Manager is (604) 689-0821, the email address of the Manager is investor-services@trezcapital.com, the facsimile number is (604) 638-2775 and the website of the Mortgage Broker is www.trezcapital.com. The principal place of business of the Manager and the Mortgage Broker is located at Suite 1700 – 745 Thurlow Street, Vancouver BC V6E 0C5. The registered office of the Manager and the Mortgage Broker is 2900-595 Burrard Street, Vancouver, British Columbia, V7X 1J5.

The Trust's Business

The Trust has been created for the purpose of generating revenues from interests acquired in a portfolio of Prime Mortgages secured by Real Property in Canada and, up to 50% of assets in the Trust, secured by Real Property in the United States. The Prime Mortgages to be invested in by the Trust are a common form of financing within the real estate industry. The Trust may from time to time invest in Prime Mortgages secured by more than one property, which are owned by the same mortgagor, or by different mortgagors.

Investment Strategies

The Trust's strategy is to make prudent investments in Prime Mortgages to qualified real estate investors and developers. Canadian and U.S. financial institutions are generally reluctant to dedicate resources to originating and structuring Mortgages to real estate investors and developers and typically cannot provide the customization or timeliness required to meet the needs of these borrowers. As a result of the under-servicing of such borrowers, there is reduced competition in this market sector, thereby providing the Trust with an opportunity to provide well structured, secured Mortgages with attractive pricing.

The Prime Mortgages will be arranged by the Mortgage Broker. The Mortgage Broker can benefit borrowers by providing (a) the ability to execute quickly on real estate investment opportunities, (b) loan terms that are in line with the real estate investor's business model, and (c) potentially lower monthly payments relative to traditional financing. As a result of the above, borrowers are generally willing to pay higher interest rates for such short term Prime Mortgages. The Mortgage Broker will use its well-established lending strategies and competitive advantages, namely (i) flexible structure terms, (ii) speed and certainty of execution, and (iii) its ability to generate proprietary deal flow.

Once these Mortgages are structured, the Trust has the opportunity to increase its returns by permitting third parties (including Canadian or US banks, trust companies and other mortgage investment entities) to participate in such Mortgages on a senior basis at reduced interest rates, thereby enabling the Trust to retain a disproportionate amount of interest in respect of the portions of the Mortgages it retains. See "Mortgage Tranching".

The Manager may alternatively retain the entire Mortgage for the Trust and other mortgage investment entities it manages and may also structure the Mortgage into a senior portion and junior portion to offer attractive returns to each mortgage investment entity it manages on a risk adjusted basis based on the fulfillment of each mortgage investment entity's investment objectives. The Trust will participate in the senior portion under these circumstances. See "Mortgage Tranching".

Additionally, the Trust may permit a third party to participate in a senior portion of a first Mortgage and the Manager may tranche the junior portion into a "junior B portion" and a "junior C portion" for the mortgage investment entities it manages. The Trust describes a "junior portion" as being subordinate to the "senior portion" and describes a "junior B portion" as being senior to a "junior C portion". The Trust will participate in the "junior B" portion under these circumstances.

In other cases where the Manager may retain the entire Mortgage for the Trust and other mortgage investment entities it manages the Manager may allocate the Mortgage across its mortgage investment entities in pari passu position, thereby reducing the risk of the single Mortgage to the Trust and facilitating greater diversification. The Manager may also arrange for third parties to share in a pari passu or junior basis of a Mortgage. See "Loan Sharing".

In general, the Mortgages will generate income through a rate of interest, which is typically payable periodically throughout the term of the Mortgages. All Mortgages will be secured by Real Property consisting primarily of residential (generally not including single family homes), office, retail, industrial, hotel or other commercial property. Mortgages may be either first ranking, a senior or a junior position in a first ranking Mortgage, and individual Mortgages may be secured by more than one property owned by the same mortgagor. See "Objectives and Policies - Investment Restrictions".

For over 20 years, the Manager and its predecessor, Trez Capital Corporation, have managed a series of mortgage investment entities previously offered to investors on a prospectus-exempt basis, as well as TG Income Trust, TG

Income Trust II and TG Income Trust III, which have been offered in the Provinces of British Columbia and Alberta by prospectus. In 2012, the Manager offered shares in Trez Capital Mortgage Investment Corporation and Trez Capital Senior Mortgage Investment Corporation by prospectus in all the provinces and territories of Canada, except Québec.

The current investment opportunity allows investors to access the Mortgage Broker's extensive experience and track record in order to indirectly invest in a fully-secured, high-yield portfolio of Mortgage assets. With its strong platform and Mortgage lending expertise, the Mortgage Broker is able to issue Mortgages in as little as four weeks to meet short deadlines for qualified real estate investors and/or developers.

Investment Process

The Mortgage Broker will utilize an investment process that is characterized by a top-down approach to identify attractive Mortgage opportunities, beginning first with a macro-level economic analysis of various geographic markets and asset classes, and followed by the identification and initial evaluation of individual Mortgage opportunities. Once a Mortgage opportunity is determined by the Mortgage Broker to be satisfactory based on an initial review, the Mortgage Broker performs comprehensive due diligence on the underlying assets. This top-down approach to Mortgage selection is expected to result in Mortgage investments by the Trust that are high quality and offer attractive returns on a risk adjusted basis.

Due diligence procedures undertaken by the Mortgage Broker prior to funding Mortgages have resulted in a strong record of return of principal and interest from Mortgages placed by the Mortgage Broker. The Mortgage Broker's core strategy of lending on traditional real estate in major markets and with multiple-contingent exit strategies has proven to be successful over the long-term.

The Mortgage Broker manages the risks associated with defaulting Mortgages through initial due diligence and careful monitoring of its Mortgage portfolio, active communication with borrowers and the prompt institution of enforcement procedures on defaulting Mortgages. All properties are evaluated on the basis of location, quality, source of repayment, prospects for value-add, and cash flow profile. In addition, the creditworthiness of the borrower is reviewed and personal covenants are often obtained from the principals of the borrower. Once funded, the Mortgage Broker regularly monitors the status of each Mortgage and performance of the borrower. The Mortgage Broker communicates regularly with borrowers to understand how their Real Property is performing and to discuss and monitor their repayment strategies and redevelopment strategies, where appropriate. The Mortgage Broker believes that a strong relationship with borrowers is critical to the success of the Mortgages and to the development of a good quality and repeat borrowers.

The Mortgage Broker monitors the performance of the Mortgage portfolio, including tracking the status of outstanding payments due and maturity dates, progress of construction projects, pay down requirements from sales and the calculation and assessment of other applicable charges. Each member of management of the Manager and the Mortgage Broker has extensive knowledge and understanding of the Mortgage and real estate industries that has enabled them to have a strong track record of making prudent investment decisions and identifying sound investment opportunities. As part of approving each Mortgage, the Mortgage Broker generally follows the mortgage approval process summarized below:

Mortgage Approval Stage	Mortgage Approval Activity
Credit Committee First Review	<p>The Mortgage Broker's credit committee reviews a comprehensive written analysis (a "New Business Summary") prepared by the individual who is the relevant Mortgage originator (who will generally be an employee, officer or an agent of the Mortgage Broker) which details the proposed loan terms and provides preliminary assessment based on the preliminary information received from the prospective borrower, together with some initial due diligence evidentiary materials.</p> <p>Prior to preparing a New Business Summary, in situations where a potential Mortgage is complex or non-standard compared to the normal course of business, the Mortgage originator (who will generally be an employee, officer</p>

Mortgage Approval Stage	Mortgage Approval Activity
	or an agent of the Mortgage Broker) is encouraged to discuss the Mortgage with a credit committee member. Early discussion will generally be accompanied by a written analysis which includes high level deal characteristics and an outline of key risks and mitigants. Early stage discussion is intended to improve the alignment of risk appetite with Mortgage originators.
Letter of Intent	Upon review of the New Business Summary, if the preliminary assessment is positive, the credit committee may authorize the issuance of a letter of intent. The letter of intent then sent to the proposed borrower for signature and return, together with a deposit cheque from the borrower sufficient to cover third party due diligence, legal and other costs.
Deal Team Meeting	The underwriter assigned to the proposed transaction, the originator, the Vice President, Credit Risk & Underwriting, and the Senior Manager, Mortgage Funding & Administration, conduct a meeting to develop a strategy for the due diligence process. This includes discussions on timing, roles and responsibilities, underwriting tactics, and potential issues.
Due Diligence	The underwriter conducts due diligence including a review of: credit checks, financial statements and personal net worth statements of the prospective borrower(s), and any guarantor(s); internet searches; third party reports (such as valuation appraisals, environmental, building condition assessment and geotechnical appraisals, and quantity surveyor reports); rent rolls, leases, and estoppel certificates; a development budget and schedules, zoning and permits; and prior and subsequent ranking mortgage balances. The underwriter also reviews the remainder of the information in the Mortgage Broker's due diligence checklist and completes an underwriting analysis model. The underwriter proceeds with completion of an Underwriting Transaction Report which details the loan terms, underwriting and due diligence, and comprises a complete analysis of the Mortgage.
Underwriting Review Meeting	The Underwriting Transaction Report is submitted to the Vice President, Credit Risk & Underwriting for first review. The Vice President, Credit Risk & Underwriting analyzes the underwriting inputs, assumptions, supporting due diligence and output analysis. The Vice President, Credit Risk & Underwriting approves the submission prior to submission for credit approval. Note: Any changes to transaction terms and conditions or changes in perceived risk that occur during due diligence require that the transaction be returned to the credit committee for approval.
Credit Approval	Once the due diligence is approved by the Vice President, Credit Risk & Underwriting, and the transaction is deemed to meet the expectations of set out by the committee during the first committee review, it is submitted to the Chief Credit Officer for approval, then to the Vice President of Loan Administration (or delegate) for concurrence.
Commitment Letter	Once the transaction is approved, a commitment letter is sent to the borrower for signature. Where a commitment letter is not applicable in certain jurisdictions, the Mortgage Broker's legal counsel will prepare and conclude a loan agreement with the borrower.
Mortgage Funding Process	The Mortgage Broker's legal counsel prepares legal documents, obtains title insurance, and conducts the required enquiries and searches. The Mortgage Broker obtains advice from an insurance consultant whether the current and/or proposed insurance coverage is adequate. The Mortgage Broker obtains

Mortgage Approval Stage

Mortgage Approval Activity

Final Due Diligence Meeting and Funding

transmittal and reliance letters from various consultants who provided reports concerning the transaction.

The underwriter, the Mortgage Broker's Mortgage funding department, the originator and the Vice-President of Loan Administration confirm that all due diligence and funding requirements have been completed. The Mortgage Broker's treasury department, as directed by the Manager, identifies the source of the funds and funding parties for the Mortgage. Legal counsel registers the Mortgage and other security documents and ensures all conditions are satisfied before releasing funds to the borrower.

The Mortgage Broker intends to manage the risk to Unitholders by diversifying the Mortgage Portfolio geographically and across residential, industrial, hotel, retail and office sectors. To manage and diversify risk, the Mortgage Broker may permit one or more investors to participate in Mortgages.

As new Mortgage investments are approved by the Mortgage Broker following the procedures summarized above, the Manager will determine whether the Mortgage investment opportunity is suitable for the Trust, having regard for the Trust's investment objectives, strategies and restrictions and the Manager's goal of maintaining a diversified, fully-invested portfolio for the Trust. Where the Manager determines that a new Mortgage investment opportunity is suitable for more than one mortgage investment entity managed by the Manager, the mortgage investment entities, when practicable, participate pro rata in that opportunity based upon, among other things, the relative importance of the investment opportunity to the fulfillment of each mortgage investment entity's objectives and the relative amount of assets under management in each mortgage investment entity. See "Objectives and Policies".

Mortgage Tranching

The Trust may hold interests in Mortgages in which the Manager has permitted third parties (typically Canadian or US banks, trust companies and other mortgage investors) to participate in senior portions at reduced interest rates. The "senior" portion in the Mortgage will be given priority for payment in return for receiving less interest than the stipulated rate of the Mortgage and the Manager believes the Trust receives a disproportionately larger amount of interest revenue compared to the change in risk associated with the portion of the Mortgage it retains. This practice – sometimes referred to as "tranching" – enables the Trust to effectively increase its returns while using less capital for each Mortgage investment (thereby facilitating greater diversification for the Trust) and, in all cases, retaining the Manager's control over administering the entire Mortgage. The Manager believes that tranching will enhance risk-adjusted returns as the interest rate received by the Trust will be significantly higher than the rate it would have obtained under an equivalent non-tranched Mortgage.

The participation interests of the Trust, other mortgage investment entities, and third parties in Mortgages generally will be represented through participation agreements under which the Manager retains control over administering the entire Mortgage. The standard participation agreements used with respect to Mortgages provide that, in the event of a failure by the borrower to pay any amount owing under a Mortgage, the Manager will be entitled to enforce the Mortgage in accordance with applicable law. In the event of a failure by a mortgagor to make a scheduled payment of interest and/or principal, the Manager will immediately communicate with the mortgagor and, failing prompt rectification, will issue a notice of their intent to exercise such remedy or remedies available to the Prime Mortgages which the Manager considers appropriate. All legal costs, costs related to registration of Mortgages and costs relating to obtaining appraisals of Real Property, as allowed by law, will be for the account of the mortgagors.

The participation agreements will provide a legal entitlement of the Trust in the subject Mortgage, although not a directly registered interest. Where appropriate and in most cases, title insurance will be obtained. Any title insurance will be held in the name of the Manager and not the Trust. In addition, the lender of record will obtain standard security in respect of commercial Mortgages which, depending on the specific Mortgage, may include one or more of an assignment of rents, an assignment of purchase agreements (on residential development projects), a general security agreement and personal covenants from borrowers.

Loan Sharing

The Manager may arrange for third parties or other mortgage investment entities managed by it to share in the loan on a pari passu, senior (as described under "Mortgage Tranching"), or junior basis.

For instance, if the Mortgage is determined to be too large for the Trust and/or it is suitable for more than one mortgage investment entity it manages, the Manager may either sell off a portion of a loan to a third party or may allocate the loan across various mortgage investment entities based on, among other things, the relative importance of the investment opportunity to the fulfillment of each mortgage investment entity's objectives and the relative amount of assets under management in each mortgage investment entity. This will reduce the risk of a Mortgage to the Trust and facilitate greater diversification of the Trust by using less capital for each Mortgage investment.

Similarly, the Manager may determine that a Mortgage investment has a higher element of risk than appropriate for the Trust and the Manager may allow a third party or other mortgage investment entities managed by it to invest in a junior portion of the loan. The syndication process facilitates the ability to provide a more secure senior portion of a Mortgage to a lower risk entity, with progressively higher risk / higher return junior portions to those with higher risk tolerances.

Loan sharing arrangements with third parties may potentially include contractual agreements or covenants such as fund level liquidity and debt covenants, funding and/or repayment guaranty agreements, reporting requirements and other such obligations associated with a specific Mortgage investment.

The Trust's Operating Facility

The Trust has a revolving demand loan with a Canadian chartered bank for borrowings up to \$20,000,000 (2018 - \$20,000,000), which such limit can increase at any time, in order to: (i) facilitate its operating activities and fund working capital requirements, (ii) facilitate payment of redemptions of Units, and (iii) facilitate entering into Mortgage loans or funding subsequent advances in an expeditious manner. The amount available under the facility is further limited by a borrowing base. The Manager currently expects that the Trust will use the Credit Facility for general working capital purposes and to bridge timing differences resulting from Mortgage loan maturities and new Mortgage loan funding.

The credit facility will bear interest at the bank's prime rate plus 1.50% per annum on demand draws, and a spread of 250 bps over CDOR/LIBOR on term borrowing and is subject to a standby fee of 0.625% per annum on the undrawn portion of the facility.

The credit facility has financial tests and other covenants with which the Trust must comply. The Trust shall not, without prior consent of the bank:

- (a) permit its ratio of bank debt to tangible net worth to be less than 0.35 times; or
- (b) permit its tangible net worth at any time not to be less than \$55,000,000; or
- (c) permit its ratio of EBITDA to interest expense to be less than 3.

These covenants place restrictions on, among other things, the ability of the Trust to incur additional indebtedness, and to sell or otherwise dispose of assets.

The credit facility is collateralized by a general security agreement creating a first priority security over all personal property of the Trust and a floating charge over all the Trust's real property, and an assignment of the Trust's beneficial interest in all mortgages held.

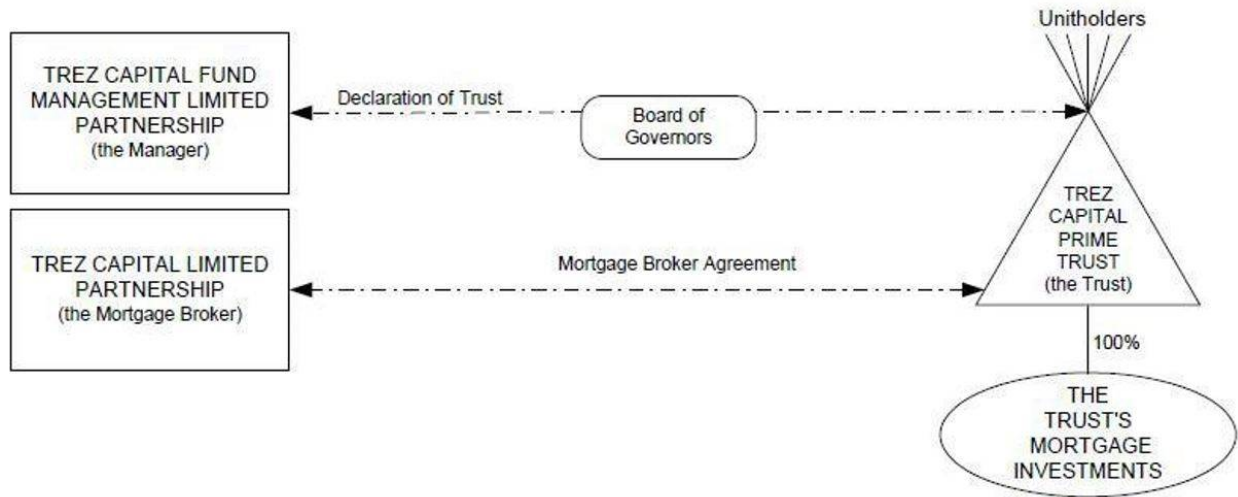
Management

The Trust has retained the services of the Mortgage Broker to provide advice to the Trust with respect to the acquisition of interests in Mortgages. The Manager is responsible for carrying out all the transactions of the Trust, providing management services for the Trust, and, as portfolio advisor, supervising the investment and Mortgage Portfolio of the Trust. Investments in Mortgages are reviewed by the Board of Governors of the Trust, through its Credit Committee, on a quarterly basis to ensure compliance with the Trust's investment objectives. Upon receipt of advice from the Mortgage Broker and subject to any required approvals of the Credit Committee, the Manager will, from time to time sell investments in Mortgages and reinvest the proceeds or exchange such investments for other investments in Mortgages. See "Directors, Management, Promoters and Principal Holders – Trez Capital Limited Partnership (the Mortgage Broker)" and "Directors, Management, Promoters and Principal Holders – The Independent Review Committee".

The Mortgage Broker is well known in the non-bank real estate lending industry in Canada. It identifies potential transactions principally through a network of existing business contacts, repeat borrowers and its reputation. The Mortgage Broker seeks out, reviews and presents to the Trust, Mortgage investment opportunities which are consistent with the investment objectives and operating policies of the Trust and services such Mortgages on its behalf. Trez Capital Corporation, the predecessor to the Mortgage Broker, has successfully originated, underwritten and serviced Mortgage investments on behalf of, and syndicated Mortgage investments with, numerous investor clients and financial institutions for over 20 years. See "Directors, Management, Promoters and Principal Holders – Trez Capital Limited Partnership (the Mortgage Broker)".

Organizational Relationships

The investment structure of the Trust and the Mortgage Portfolio are illustrated below. This diagram is provided for illustration purposes only and is qualified by the information set forth elsewhere in this Offering Memorandum.



Mortgage Portfolio of the Trust as at December 31, 2018

The following are details of the Mortgage Portfolio of the Trust as at December 31, 2018 by nature of underlying property.

<u>Nature of Underlying Property</u>	<u>No. of Mortgage Investments</u>	<u>Outstanding Balance (\$)</u>	<u>Weighted Average Interest Rate</u>	<u>% to Total Loan Portfolio</u>
Industrial	5	28,072,471	7.53%	15.9%

Residential	33	131,023,037	8.48%	74.2%
Retail	3	15,217,459	6.37%	8.6%
Office	1	2,198,960	8.00%	1.3%
	<u>42</u>	<u>176,511,927</u>		<u>100.0%</u>

The following are details of the Mortgage Portfolio of the Trust as at December 31, 2018 by location of underlying property.

<u>Location of Underlying Property</u>	<u>No. of Mortgage Investments</u>	<u>Outstanding Balance (\$)</u>	<u>Weighted Average Interest Rate</u>	<u>% to Total Loan Portfolio</u>
BC	18	82,894,734	8.41%	47.0%
Alberta	9	33,144,007	7.93%	18.8%
Ontario	2	5,675,000	8.06%	3.2%
Québec	2	4,350,608	9.41%	2.5%
Texas	4	15,253,407	8.69%	8.6%
Florida	1	1,626,074	9.00%	0.9%
California	2	11,853,490	8.13%	6.7%
Washington	2	13,892,609	8.51%	7.9%
Pennsylvania	1	4,574,362	8.50%	2.6%
Georgia	1	3,247,634	8.75%	1.8%
	<u>42</u>	<u>176,511,927</u>		<u>100.0%</u>

Recent Developments

Monthly Distributions

On January 1, 2019, the Trust moved from quarterly to monthly distributions as described in "Distribution Policy". This will provide investors with a more frequent stream of cash flows on their invested capital.

Changes in Accounting Policy (IFRS 9)

Effective January 1, 2018, the Trust adopted IFRS 9 Financial Instruments ("IFRS 9") which replaced IAS 39 Financial Instruments: Recognition and Measurement ("IAS 39"). The standard set out requirements for recognizing and measuring financial assets and financial liabilities. It also replaced the IAS 39 "incurred loss" model with an "expected credit loss" (ECL) model. The Trust recognized adjustments to opening net assets attributable to holders of redeemable units as at January 1, 2018, the date of adoption, to reflect the application of the new requirements of IFRS 9. The total impact to opening net assets attributable to holders of redeemable units was a decrease of \$159,898. The adjustment to net assets attributable to holders of redeemable units was comprised of a decrease of \$123,716 relating to changes in the provision for credit losses for 2018. The total provision for mortgage losses at December 31, 2018 as a result of IFRS 9 was \$283,614.

Loans in Default

As at December 31, 2018, the Trust had one Prime Mortgage that was in default in the total gross amount of \$4,187,580 (provision on Mortgage was \$nil). No contractual interest is accruing on loan and the loan is not considered to be impaired.

OBJECTIVES AND POLICIES

Business Objective

The business objective of the Trust is to preserve invested capital and generate a steady stream of income to investors by investing in a portfolio of Prime Mortgages selected by the Mortgage Broker. The Trust will invest in loans secured by Real Property in Canada and, up to 50% of assets of the Trust, may be secured by Real Property in the United States. The Trust may also buy or sell such Prime Mortgages

Investment Strategies

The Trust's strategy is to make prudent investments in Prime Mortgages selected by the Mortgage Broker and focused on short term financing to qualified real estate investors and developers. The Mortgage Broker will use its well-established lending strategies and competitive advantages, namely: (i) flexible structure terms; (ii) speed and certainty of execution; and (iii) its ability to generate proprietary deal flow. The Trust is a source of funding for the Mortgage Broker's mortgage lending business.

Investment Restrictions

Pursuant to the Declaration of Trust, the following are the investment restrictions applied in selecting the Prime Mortgages:

- (a) The Trust will invest in Prime Mortgages secured by Real Property in Canada and the United States and will buy and sell such loans, to the extent such investments or activity would not disqualify the Trust as a qualified investment for a Deferred Plan under the Tax Act.
- (b) The Trust will not invest in any Prime Mortgage where the Manager or an Affiliate of the Manager holds a prior charge or other security interest on the underlying Real Property which forms the security of such Prime Mortgage.
- (c) The Trust will not invest in Real Property, and will be subject to the investment requirements that must be met for certain trusts, as set out below under paragraph (e). However, the Trust may occasionally hold Real Property acquired as a result of foreclosure where such foreclosure was necessary to protect the Prime Mortgage investment of the Trust as a result of a default by the mortgagor. The Trust will use its reasonable best efforts to promptly dispose of such Real Property acquired on foreclosure.
- (d) The Trust will not make unsecured loans to, nor invest in securities issued by the Manager or its Affiliates nor make loans to the directors or officers of the Manager.
- (e) The Trust will not invest in any asset, or conduct its affairs in a way that would disqualify the Units as a "qualified investment" for a trust governed by a Deferred Plan.
- (f) The Trust will not invest in, or hold, any property that is not a "qualified investment" for a Deferred Plan, unless the Trust qualifies as a "mutual fund trust".
- (g) The Trust will not invest more than 10% of the value of its assets, valued in accordance with the Valuation Policy, at the time of funding, in any one Prime Mortgage.
- (h) The Trust will not invest more than 50% of the value of its assets, valued in accordance with the Valuation Policy, at the time of funding, in Prime Mortgages secured by Real Property in the United States.

INDUSTRY AND SECTOR OVERVIEW

Investment Real Estate Market in Canada and the United States

The investment real estate market in Canada and the United States is generally comprised of residential (including multi-residential, condominiums, residential lots, and retirement and student residences), office, retail, hotel and industrial real estate, other commercial property, as well as development land. Real estate investors or developers typically are either large institutional investors, such as pension funds and public companies, or smaller entrepreneurial investors, such as privately managed and commingled investment funds and individuals. Most investors and developers in the Canadian and U.S. real estate industry require (or benefit from) some form of Mortgage financing to acquire, develop or re-position real property or a portfolio of real property. The Manager believes that the fundamentals for real estate investment remain favourable in Canada and the United States.

Canadian Economy

After a solid growth run over the past several years, Canada's economy hit a soft patch in late 2018. Key output and employment indicators have showed mixed signals in recent months. On the positive side, GDP advanced by 0.3% in January, offsetting declines in the previous two months, and lifting the year-over-year change in output to 1.6% (Source: Oxford Economics). The job market posted very solid gains in the first two months of 2019, with employment expanding by 122,700 (Source: Statistics Canada). However, the March employment report fell short of expectations, as a slight decline in employment was reported (Source: Statistics Canada). In addition, home sales and prices were particularly weak in February (Source: Canadian Real Estate Association). Global economic headwinds, including slower growth in the EMEA and China, as well as the effect of US tariffs on Canada exports appear to be dampening investment activity. Furthermore, lower oil prices have restrained energy investment in Alberta.

Despite these headwinds, we believe that many of the recent effects on investment and consumer spending may prove to be temporary, as the economy absorbs the past effects of lower energy prices and higher interest rates. Furthermore, prospects for trade have improved following the negotiation of the U.S.-Mexico-Canada Agreement ("USMCA"). Consumer markets should benefit from the strong expansion in payrolls over the past year, which has kept the unemployment rate at 5.8% - close to the record low (Source: Statistics Canada).

In addition, the slowdown in the Canada's interest-rate sensitive sectors such as housing and autos should be mitigated by the pause in interest rate increases. After increasing its policy rate five times since mid-2017 to the current level of 1.75%, the Bank of Canada adopted a more accommodative tone in late 2018. Many analysts believe that rates may remain at the current level for an extended period. The BoC considers its current rate below what it considers a "neutral" policy range of 2.5% to 3.5%.

Capital remains plentiful for investment and credit spreads remain favourable across sectors. Despite the short-term risks to growth from trade and a slowing global economy, the longer-term outlook remains favourable. How long Canada's economy remains in a period of below potential growth is an open question, however, which is likely to present a challenge to policy makers as they navigate choppy signals on the direction of economic growth over the near term.

Canadian Real Estate

Following a volatile Q4, Canadian equity markets stabilized on the news that the BoC decided to leave short-term rates unchanged in December. As investor expectations gathered that additional increases were off the table, equity prices increased, with the S&P/TSX Composite Index posting a solid 12.5% total return for Q1. At the same time, long-term yields declined, reflecting investor's expectations more moderate growth and inflation. The benchmark 10-year Government of Canada rate fell by 34 bps over the quarter, to close at 1.62% at the end of March (Source: Bank of Canada). As in the U.S., the yield curve became flat to slightly inverted, raising expectations that next interest rate change from the BoC and other central banks would be downward rather than upward.

With mortgage spreads remaining relatively tight, such changes in rates and central bank policy should be supportive to commercial real estate transactions and valuations. Cap rates remain tight across most sectors, and many investors continue to expect cap rates to remain flat to declining over the next several months. As investors paused to re-evaluate market conditions in late 2018, however, transaction activity appears to have been disrupted temporarily. According to preliminary figures from Real Capital Analytics, commercial closings in Q1 were down close to 40% from year earlier levels. Residential sales transactions have also been quite soft, as the combination of lofty prices and higher mortgage rates have decreased affordability. According to the Canadian Real Estate Association, February existing home sales were down 4.4% on a year-over-year basis, while the national median existing sales price was down over 5%.

In contrast to recent trends in the transaction markets, Canada commercial real estate fundamentals remain on solid footing. The strong expansion in employment over the past year has translated into higher levels of space demand. In Q1, the growth in demand for office and industrial space continued to outstrip supply. The overall office vacancy rate dropped by 40 bps to reach a national average of 11.5%, as leasing activity in the suburban markets was favorable (Source: CBRE). The demand for industrial space outstripped supply for the 11th consecutive quarter, forcing down the national availability rate to a new historic low of 3.0% (Source: CBRE). With very limited industrial availability in the Vancouver and Toronto regions, asking rents increased at double-digit rates over the previous year (Source: CBRE). In addition, apartment vacancies remain below 2% in markets such as Vancouver, Toronto, and Ottawa (Source: CBRE).

The recent pause in the for-sale residential and commercial transaction markets may be viewed a positive consolidation toward more sustainable levels of volume, especially when viewed against the strong supply and demand fundamentals of Canada's residential and commercial markets. In addition, we remain optimistic about the long-term growth in space demand, as growth in Canada's working age population is likely to outpace other major industrialized countries.

U.S. Economy

The Federal Reserve's decision to delay additional short-term interest rate increases marked a notable shift in central bank policy, in response to growing evidence that global economic conditions were softening, especially in the China and EMEA. U.S. statistics certainly made the case that Q4 was an inflection point in the economy, as recent downward revisions indicated an annual GDP growth rate of 2.2%, compared to 4.2% just two quarters earlier (Source: Oxford Economics). With GDP tracking below 2% growth in Q1, investors appeared to be on heightened alert for recession clues: growth and inflation expectations were subdued, prompting long-term government bond yields to fall over the course of the quarter, and leading to an inverted yield curve in late March (Source: Oxford Economics).

Despite the history of the inverted yield curve as a harbinger of recession, we believe that there are reasons to believe that growth will remain positive. Inflation is subdued in the advanced economies, while central banks have moved quick to reverse bias toward tightening. China and the Euro area have enacted recent monetary and fiscal boosts to prevent a decline in growth.

In addition, U.S. labour markets remain on solid footing, evidenced by a strong 196,000 job increase in March and an unemployment rate that held steady at 3.8% (Source: US Bureau of Statistics). The March employment data does not change our view of a relatively weak Q1, but positive U.S. growth for all of 2019. Healthy but non-accelerating wage gains, along with low inflation levels, will continue to give the Fed the ability to hold off on continued rate hikes while the global economy goes through a soft patch. This will support market fundamentals and investment activity across property types. We do believe the Fed may readopt a mild bias toward tighter monetary policy by the end of the year, however.

Indeed, the U.S. economy faces some headwinds which are likely to cause growth to fall short of impressive performance in 2018: a maturing labour market, where labour force availability is becoming increasingly scarce, and the waning effects of the Tax Cuts and Jobs Act on business investment and consumer spending. On the positive side, a final resolution to U.S. – China trade dispute could provide a welcome boost to business confidence and trade. On balance, we believe that growth will remain positive, with the best opportunities focused on the strong secondary markets of the West and Southeast, where expanding technology and business services industries will benefit from favorable demographics and stronger than average labor force growth.

U.S. Real Estate

Even prior to the capital market volatility that emerged in late 2018, many commercial real estate buyers appeared to take a step back to evaluate deal assumptions and prospects for future growth. While Q4 remained a quite active quarter for transactions, the effect of the renewed investor caution became more apparent in Q1. According to preliminary figures from Real Capital Analytics, Q1 2019 commercial transactions were down some 22% from year earlier levels.

However, despite increases in mortgage rates that took place over the latter half of 2018, cap rates have remained firm, generally moving sideways over the past year – a trend that appeared to remain in place during Q1 2019 (Source: Real Capital Analytics). Capital remains plentiful for equity and debt, and investors remain active in value-added and transitional property deals. Secondary markets have gained the attention of larger investors, as these markets offer competitive yields and a more compelling growth story at this point of the cycle.

The nation's strong job market over the year has boosted the demand for office and residential space, and the rapid shift toward e-commerce has kept industrial demand at unexpectedly high levels and pushed availability rates to their lowest levels in decades (Source: CBRE). In general, however, we have seen a moderating in vacancy declines and rent increases in recent quarters, as supply and demand conditions become more balanced. For instance, the Q1 2019 national office vacancy rate held steady at 12.5%, according to CBRE.

While for-sale housing affordability remains challenging for some households, the recent decline in mortgage rates appears to have improved home buyer conditions and provided a much-needed jolt to new home sales. In February, the month's supply inventory of homes for sale has fallen to just over 6 months – from a peak of over 7 months in October – indicating that the market has moved back quickly toward balance (Source: National Association of Realtors). With the prospect favourable job and wage gains – and continued low mortgage rates – we are cautiously optimistic on residential market performance for the remainder of 2019.

While commercial transaction activity was off to a slow start in Q1, we believe that momentum is likely to improve over the course of 2019. The recent decline in benchmark interest rates, coupled with favourable spreads will remain attractive to borrowers. Commercial real estate fundamentals remain solid, and will continue to benefit from a more moderate, yet still favourable economic expansion.

Mortgage Lending Industry in Canada and the U.S.

In both Canada and the U.S., traditional financial institutions, pension funds, insurance companies, and other institutional lenders have reduced their available credit for commercial Mortgages for a variety of reasons, including increasingly strict impositions by Canadian and U.S. regulatory agencies on lending practices. Additionally, especially in the U.S., the conservatism in underwriting criteria at the banks has resulted in constraints on a loan-to-cost or loan-to-value basis which has created a void in financing to qualified real estate developers and investors. Traditional Canadian and U.S. financial institutions have particularly underserved borrowers who require funding in the transition phase of the investment process, including construction, development and lease-up financing, due to the short term in nature of the Mortgages, the limited size of the loans, and the perceived higher risk profile of such loans. The Trust benefits from this transition phase where investors need interim funding to add value to a property prior to obtaining long-term financing. With a limited supply of financing available in the transitional phase of real estate investments, borrowers are often willing to pay higher interest rates of approximately 500 to 800 basis points over the corresponding Government of Canada bonds in Canada and approximately 800 to 1000 basis points over the corresponding U.S. Government 3-year bond yields in the U.S. Once the transitional phase of the underlying property is complete, the properties can be refinanced with longer-term, lower interest Mortgage loans from traditional Canadian and U.S. financial institutions.

Overall, the Mortgage Broker believes that the above factors have created an opportunity for non-financial institution lenders to charge premium interest rates for high quality Mortgage loans, which, prior to the credit crisis, were available at relatively low conventional rates from a variety of financial institutions, both domestically and globally. The Manager believes that this reduction of available Mortgage capital has contributed to the increased number of attractive investment opportunities available to the Trust.

Overview of the Real Estate Sectors in Which the Trust May Invest

Residential

Residential real estate primarily consists of single family homes, apartments, duplexes, townhomes, condominiums, residential lots, retirement residences and student residences. The Mortgage Broker's focus is on the multi-residential for-rent and for-sale housing market wherein multiple housing units are contained within a single building or complex as is characteristic of apartment buildings, duplexes, townhome residences and condominium towers. The Mortgage Broker does not generally provide financing on single family homes. In particular, the Mortgage Broker concentrates primarily on major metropolitan centers and the affordable housing segment, with projects targeted at first-time or move-up home buyers, for which the greatest levels of disequilibrium in supply versus demand exists. The demand in residential real estate is driven by various community characteristics including security, access to public transportation, education, and well-maintained infrastructure.

The rental apartment asset class is considered to have consistently high demand and a relatively low level of risk despite the considerable tenant turnover. The impact of turnover to the investor's profitability is often low as the turnover is spread across a large tenant base. In rental, residential leases rates can change annually, as compared to alternative sectors that generally lock in rental rates for longer-term leases (5 to 10 years). Residential properties also require less capital expenditure in order to continue ongoing operations and generate income.

In addition to lending against residential rental properties, the Trust may also participate in residential for-sale product loans such as for strata duplexes, townhome and condominium projects. For construction loans, the focus is on loans where the developer has secured substantial pre-sale deposits in advance of construction. The Mortgage Broker's preference is for wood-frame, lower storey affordably priced development projects whereby there is lower execution risk and less speculative investors. The Mortgage Broker primarily pursues residential for-sale loans in major metropolitan centers with developed markets.

Industrial

Industrial real estate consists primarily of buildings for warehousing and distribution, manufacturing and assembly, research and development, showrooms, and other general uses which may include back office operations, post-production film studios, call centres and low cost office alternatives. Industrial properties are, for the most part, one-storey buildings located near major metropolitan regions and thoroughfares, ranging in size from 5,000 square feet of gross leasable area to over 500,000 square feet of gross leasable area. Industrial buildings tend to be more homogeneous than other commercial real estate asset classes and can accommodate a relatively diverse tenant base. Due to the significant scale and diversity of the tenant base, the industrial real estate sector generally tracks the overall performance of the economy. The industrial real estate market tends to operate near its demand/supply equilibrium, which leads to stable availability rates, facilitated by a shorter development cycle (9 to 12 months). Developments are typically build-to-suit projects, with limited speculative development, which further facilitates demand/supply equilibrium. Industrial properties can be either single-tenant or multi-tenant, and industrial investments often require smaller average investments, are less management intensive and have lower operating costs than residential or retail properties. Industrial buildings tend to have long-term leases, and tenant rollover is not a significant risk as the cost of relocating is too high. Specific factors to take into account with regards to industrial properties include functionality, location relative to major transportation routes, and the degree of specialization. When evaluating a Mortgage on an industrial property, a thorough assessment of the tenant's creditworthiness is important, as securing a replacement tenant can take significant time.

Office

Office buildings generally have multiple tenants, are typically located in downtown cores, sprawling suburban office parks, or near an airport. Office leases are generally mid-to-long-term, providing stable cash flows to service Mortgages. However, returns from office properties can be more variable than residential and industrial properties as the market is more sensitive to economic performance. Similar to industrial properties, thorough due diligence on the tenants' creditworthiness is a critical factor with regards to Mortgage lending against the asset. The Mortgage Broker has strong relationships with owners and operators of office properties across the country that are often instrumental in assisting the Mortgage Broker with third party due diligence and/or market intelligence.

Development Land

Mortgages on undeveloped land often relate to land servicing and normally are used to finance the acquisition of the land and the installation and construction thereon of roads, drainage and sewage systems, utilities, recreational facilities and similar improvements. Land servicing loan advances are made pursuant to a stipulated schedule after an inspection and review of the project's progress by the lender or its agent and the furnishing of reports by professional engineers, architects or quantity surveyors. In some instances, land servicing loans may be made to finance the acquisition of more land than will be improved immediately, or land on which development is contemplated at a later date. Developers seeking financing for small housing projects in developed areas have fewer financing options as the small scale of these types of projects are of limited appeal to the larger financial institutions. Land servicing loans are generally for terms of 12 months to 36 months. The Mortgage Broker will generally not consider loans against development land where zoning has not been completed.

Hotel

Hotel buildings offer a place to stay for guests at a variable daily room rate and are generally located in primary or secondary urban zones often with close proximity to employment centers, conventions, entertainment venues and sporting events. Hotels can be either full-service, select service of limited-service, offering guests a variety of services and amenities depending on their budgets and needs.

The Mortgage Broker classifies hotels into three principal types:

1. Full-Service Hotels – Offer guests a full-suite of services and amenities to ensure total fulfilment of guests' needs including features such as swimming pools, fitness centres, conference rooms, laundry services, room service, in-house restaurants and so on. These hotels are often considered luxury with higher average daily room rates.
2. Limited-Service Hotels – Offer guests the minimum services and are meant to accommodate the budget conscious traveller. These hotels have the lowest operating costs as they do not have high fixed overhead as they require a limited staff to provide the basic requirements to guests.
3. Select Service Hotels - Offer guests services in between that of full-service hotels and limited-service hotels. Select service hotels provide the features of limited-service hotels along with select amenities, facilities, and services of full-service hotels, usually on a more limited and budgeted scale.

The Mortgage Broker's focus is on limited-service and select service hotels from nationally recognized flag carriers in major U.S. markets that exhibit high growth and balanced supply/demand metrics. The Mortgage Broker's preference is for these hotels as the limited-service and select service sector is less volatile than the full-service sector and functions at higher gross operating profit margins primarily due to the lower labour costs associated with operating with less service options.

Retail

The demand for retail real estate is driven by location, visibility, population density and traffic. Returns from retail investments tend to be stable as retail leases are generally longer term as compared to office tenants. Investment risk can also be mitigated due to the diversity of retailers in a given property. The large anchors in a shopping centre may pay lower rental rates, but will increase traffic for smaller retailers that pay higher rates.

Retail buildings are leased to businesses that sell products and services directly to consumers for their personal consumption. The Mortgage Broker classifies shopping centres into six principal types:

- (a) **Power Centres** – Specific purpose-built retail centres that are typically open-air and are comprised of three or more large-format retailers that are mostly freestanding.

- (b) **Retail Malls** – An all-purpose centre that is typically fully enclosed and includes retailers usually selling fashion apparel, accessories and other discretionary goods but also provides services in full depth and variety. Its main attraction is generally a combination of anchors.
- (c) **Factory Outlet Centres** – Consists of separate manufacturers and retailers' outlet stores selling goods at discount prices. Could be either open-air or enclosed / covered.
- (d) **Neighbourhood Centres** – A general-purpose centre that could be either open-air or enclosed / covered and provides convenience shopping for the daily needs of consumers in the immediate neighbourhood, and is typically anchored by a supermarket or drugstore.
- (e) **Convenience Centres** – A limited-purpose centre that could be either open-air or enclosed / covered that provides a narrow mix of goods and personal services to a very limited trade area, including walk-in traffic. A typical anchor would be a convenience store.
- (f) **Freestanding Stores** – Single store or multi-stores that are stand-alone, self-contained, not physically connected to other stores in the vicinity.

The Mortgage Broker may provide financing to proven owners and operators of retail centres where a repositioning of the centre is planned, as the Mortgage Broker believes that it has a competitive advantage in instances such as this, as financial institutions typically do not evaluate these opportunities. For example, a retail property owner may require financing in the event of a tenant departure, whereby a significant retrofit of existing space is required over a period of months in order to prepare for a new tenant to enter the space – in these instances, the Mortgage Broker will evaluate a loan against the property which proceeds are used to retrofit the space over the vacancy period, with the intention of getting refinanced with traditional bank debt once the new tenant is in place and is paying regular rental payments. Other examples of repositioning may include financing tenant improvements such as flooring, electrical improvements, and parking lots repairs.

Types of Prime Mortgages

The Trust will focus on short term bridge as well as development and construction financing Prime Mortgages to qualified real estate investors and developers. Mortgages may be first ranking, or a senior position or a junior position in a first ranking Mortgage.

Bridge mortgages are short term loans, typically borrowed to bridge a short period of time, generally ranging between 6 months and 3 years. Bridge loans are often used for capital repairs to a property, redevelopment of a property, or the purchase of another investment. Bridge loans typically bear higher rates of interest than other financing. A sale of the property or a debt refinancing will often provide sufficient proceeds to repay the bridge mortgage.

Mortgages may also finance Real Property development or construction. Development mortgages are typically loans secured against development lands prior to development or with existing buildings that are slated for redevelopment in the short term. In either case, the majority of the value of the asset is in the underlying land. Development mortgages are frequently used to assist in funding site acquisitions, predevelopment costs, and costs associated with servicing sites with infrastructure. Construction loans are used to finance the construction of Real Property. Often, construction loans contain features such as interest reserves where repayment ability may be based on an event that can occur only once the project is built, and/or interest-only payments, and in either case often become due upon completion of the project. Construction loans are variable-rate, and often require special monitoring and guidelines to ensure that the project is completed and that repayment can begin to take place.

DISTRIBUTIONS

Monthly Distributions

The Trust will make a distribution to each Unitholder of record of each calendar month end on a monthly basis. For each month end (other than the month ending December 31), the Manager will distribute an amount it deems appropriate. Such monthly distributions will be paid in arrears by the 10th day following the month to which the distribution relates.

The distribution to be made in respect of the December 31 year end (the "**Final Year End Distribution**") will equal 100% of the Trust's Taxable Income for the applicable Series, less non-capital losses incurred in the year or prior years and carried forward, if any, 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 by the 10th day following the year end in an amount determined in the same manner as the month end distributions. The second payment, if any, for the Final Year End Distribution will be paid in arrears not later than March 15 following the year end in an amount equal to any amount payable in excess of the distributions previously paid. Pursuant to the terms of the Declaration of Trust, the Manager has consistently determined that Unitholders of record on December 31 of each year shall be entitled to the Final Year End Distribution.

A Unitholder holding a Unit will only be entitled to a proportionate share based on the proportion that the number of days between the date of the first issuance of such Unit and the last day of the calendar month bears to the total number of days in such calendar month. Subscribers of Units who do not hold such Units throughout a month will receive reduced distributions in respect of such month based on the number of the days in the month that the Units were held. In respect to second payment of the Final Year End Distribution, a Unitholder will only be entitled to a proportionate share based on the portion that the number of days between the date of first issuance of such Unit and the last day of the calendar year bears to the total number of days in such calendar year. Subscribers of Units who not hold such Units through a year will receive reduced distributions in respect of the second payment of the Final Year End Distribution based on the number of the days in the year that the Units were held.

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

Subject to a Unitholder's election to receive distributions in Units, distributions by the Trust will be paid in cash. If the Trust has Taxable Income for which it has not received cash the Trust may make distributions of such Taxable Income in Units. Such a distribution would be followed by a consolidation of the Units to maintain the Net Asset Value per Unit at \$10.00. Payment of income by the distribution of Units can result in Unitholders having a tax liability without a corresponding distribution of cash to pay that tax liability.

The Trust intends to distribute all of the Taxable Income of the Trust to Unitholders, so that the Trust will not be liable to pay income tax pursuant to the Tax Act during any year. Distributions to Unitholders in excess of the Taxable Income of the Trust, will generally result in a reduction in the adjusted cost base of the Units to the Unitholder. See "Income Tax Considerations".

On each monthly distribution, 0.0833% (1.00% annually) of such distribution is deducted from the distribution otherwise payable to Series A Unitholders, in order to provide the funds available to pay the Trailer Fee. If at any Distribution Payment Date there are insufficient funds to pay the Trailer Fee from the distribution otherwise payable to Series A Unitholders, the Manager will redeem a sufficient number of Units from each Series A Unitholder to pay the Trailer Fee payable by such Series A Unitholder.

The Manager will be paid the Management Fee at the same time that distributions are made to Unitholders on a monthly basis. The Incentive Fee will be paid at the same time as the final year end payment to Unitholders. See "Directors, Management, Promoters and Principal Holders – Manager's Fees".

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.

If, on a Distribution Payment Date, the Trust does not have cash in an amount sufficient to pay the cash distribution to be made on such Distribution Payment Date, the Manager may, in its discretion, borrow sufficient funds on such terms as it deems appropriate to make such cash distributions. In the event that the Manager is unable to, or determines that it is not in the best interests of the Trust and the Unitholders to borrow funds in order to make a distribution wholly in cash, the distribution payable to the Unitholders on such Distribution Payment Date may, at the option of the Manager and subject to the provision of an officers' certificate and to the approval of the Trustee, include a distribution of additional Units (at \$10.00 per Unit) having a value equal to the cash shortfall. If the Manager determines that the value of a Unit is materially different than \$10.00, in which case each additional Unit shall be issued at such different value. The distribution of 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 Units after a distribution of additional Units, so that each Unitholder holds the same number of Units held before the distribution of additional Units.

The Trust has adopted a distribution reinvestment plan (the "DRIP"), pursuant to which Unitholders are entitled to elect to have all distributions of the Trust automatically reinvested in additional Units. A Unitholder who wishes to receive distributions in Units must complete the distribution reinvestment plan enrolment form provided by the transfer agent.

No brokerage commission will be payable in connection with the purchase of Units under the DRIP and all administrative costs will be borne by the Trust. Unitholders resident outside of Canada will not be entitled to participate in the DRIP. Upon ceasing to be a resident of Canada, a Unitholder must terminate his or her participation in the DRIP.

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 Units on a pro rata basis from the Unitholders.

MATERIAL AGREEMENTS

The following is a list of agreements which are material to this Offering and to the Trust, all of which are in effect:

- (a) the trust agreement dated January 5, 2006, as amended by agreement dated April 1, 2009, amended and restated January 1, 2011, amended by agreement made as of January 23, 2012, and amended and restated April 1, 2013 and amended and restated March 8, 2016, and amended and restated as a declaration of trust effective December 21, 2017, among the Mortgage Broker, the Trustee and the Manager, creating the Trust under the laws of the Province of British Columbia. For details, see the heading "Summary of Declaration of Trust";
- (b) the Mortgage Broker Agreement dated January 5, 2006, assigned to the Mortgage Broker by agreement dated February 6, 2012. For details, see the heading "Directors, Management, Promoters and Principal Holders – Trez Capital Limited Partnership (the Mortgage Broker)".

- (c) the Custodial Agreement made as of March 11, 2013 among the Trust, the Manager and Computershare Trust Company of Canada. For details, see "Directors, Management, Promoters and Principal Holders – Custodian and Registrar".

Copies of all agreements referred to above may be inspected during normal business hours at the principal office of the Manager, 1700-745 Thurlow Street, Vancouver, B.C., V6E 0C5.

SUMMARY OF DECLARATION OF TRUST

Meetings of Unitholders and Resolutions

The Trustee may, at any time, convene a meeting of the Unitholders and will be required to convene a meeting on receipt of a request in writing of the Manager or of Unitholders holding, in aggregate, 50% or more of the Units outstanding (or in the case of a Series meetings, of that Series).

Any matter to be considered at a meeting of Unitholders, other than certain matters requiring the approval of Unitholders by Special Resolution or Unanimous Resolution, as discussed below, will require the approval of Unitholders by Ordinary Resolution. A quorum for any meeting convened to consider such matter will consist of two or more Unitholders present in person or by proxy and representing not less than 5% of the Units (or of that Series) outstanding on the record date. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting, if convened pursuant to a request of Unitholders, will be cancelled, but otherwise will be adjourned to another day, not less than 10 days later, selected by the Manager and notice will be given to the Unitholders of such adjourned meeting. The Unitholders present at any adjourned meeting will constitute a quorum.

Each Unitholder is entitled to one vote per Unit held.

Matters Requiring Unitholder Approval

The following matters require approval by Ordinary Resolution and shall be deemed approved, consented to or confirmed, as the case may be, upon the adoption of such Ordinary Resolution:

- (a) matters relating to the administration of the Trust for which the approval of the Unitholders is required by policies of the securities regulatory authorities in effect from time to time;
- (b) subject to the requirements for a Special Resolution and a Unanimous Resolution, any matter or thing stated herein to be required to be consented to or approved by the Unitholders; and
- (c) any matter which the Manager or Trustee considers appropriate to present to the Unitholders for their confirmation or approval.

Each of the following actions requires approval by Special Resolution, the terms of which shall specify the date upon which the proposed action shall be undertaken and the party who shall undertake the action:

- (a) the amendment of the Declaration of Trust (except as provided under "Amendments to the Declaration of Trust" below) or changes to the Trust, including the investment objectives of the Trust (for greater certainty, the establishment of a new Series, provided same are within the investment objectives of the Trust, will not require Unitholder approval);
- (b) an increase in the fees payable to the Manager;
- (c) the removal of the Trustee;
- (d) the appointment of a new trustee;
- (e) the termination of the Manager; and

- (f) subject to the right of the Manager to do so, the termination of the Trust.

Notwithstanding the foregoing, any amendment to the Declaration of Trust which would have any of the following effects requires approval by Unanimous Resolution, the terms of which shall specify the date upon which the proposed amendment shall be undertaken and the party who shall undertake the amendment:

- (g) a reduction in the interest in the Trust of any Unitholder (other than a reduction arising through an issuance of additional Units);
- (h) a reduction in the amount payable on any outstanding Units of the Trust upon liquidation of the Trust;
- (i) an increase in the liability of any Unitholder; or
- (j) the alteration or elimination of any voting rights pertaining to any outstanding Units of the Trust.

Amendments to the Declaration of Trust by the Manager

Subject to the restrictions described under "Matters Requiring Unitholder Approval" above, any provision of the Declaration of Trust may be amended, deleted, expanded or varied by the Trustee without the consent of the Unitholders:

- (a) remove any conflicts or other inconsistencies which may exist between any terms of the Declaration of Trust and any provisions of any law or regulation applicable to or affecting the Trust;
- (b) make any change or correction in the Declaration of Trust which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained herein;
- (c) bring the Declaration of Trust into conformity with applicable laws, including the rules and policies of Securities Authorities or with current practice within the securities or investment fund industries provided that any such amendment does not adversely affect the rights, privileges or interests of Unitholders;
- (d) maintain, or permit the Manager to take such steps as may be desirable or necessary to maintain, the status of the Trust as a "mutual fund trust" and a "unit trust" for the purposes of the Tax Act or to respond to amendments to the Tax Act or to the interpretation thereof,
- (e) effect a Permitted Merger; and
- (f) if the amendment is not a material change which adversely affects the pecuniary value of the interest of any Unitholder in the Trust.

The Declaration of Trust may also be amended by the Trustee without the consent of the Unitholders for the purpose of changing the Trust's taxation year-end as permitted under the Tax Act or providing the Trust with the right to acquire Units from any Unitholder for the purpose of maintaining the status of the Trust as a "mutual fund trust" for purposes of the Tax Act.

Notwithstanding the above or any other provision herein, no confirmation, consent or approval will be sought or have any effect and no Unitholder will be permitted to effect, confirm, consent to or approve, in any manner whatsoever, where the same increases the obligations of or reduces the compensation payable to or protection provided to either the Manager, Board of Governors or the Trustee or which terminates the Manager, except with the prior respective written consent of the Manager, Board of Governors or the Trustee, as the case may be.

Any matter affecting a particular Series alone or affecting such Series differently than other Series requires a separate vote of the Unitholders of such Series. The Manager may not, without the approval by Special Resolution of the Unitholders of the affected Series:

- (g) create a Series which will be entitled to a preference over that Series; or
- (h) abrogate, affect or alter any rights, privileges, restrictions or conditions attaching to that Series.

Permitted Mergers

The Manager may, without obtaining Unitholder approval, merge the Trust (a "**Permitted Merger**") with another fund or funds, provided that:

- (i) the fund(s) with which the Trust is merged must be managed by the Manager or an affiliate of the Manager (the "**Affiliated Trust(s)**");
- (j) Unitholders are permitted to redeem their Units at a redemption price equal to the Subscription Price, less any costs of funding the redemption, including commissions, prior to the effective date of the merger;
- (k) the funds being merged have similar investment objectives as set forth in their respective declarations of trust, as determined in good faith by the Manager and by the manager of the Affiliated Trust(s) in their sole discretion;
- (l) the Manager must have determined in good faith that there will be no increase in the management expense ratio borne by the Unitholders as a result of the merger;
- (m) the merger of the funds is completed on the basis of an exchange ratio determined with reference to the redemption value per unit of each fund; and
- (n) the merger of the funds must be accomplished on a tax-deferred rollover basis for unitholders of each of the funds.

Reporting to Unitholders

The Trust will furnish to Unitholders such financial statements as are from time to time required by applicable law to be furnished by the Trust, including prescribed forms needed for the completion of Unitholders' tax returns under the Tax Act and equivalent provincial or territorial legislation. As required by applicable securities laws, these financial statements and reports will include financial information relating to the Trust. The audited annual financial statements of the Trust will be audited by the Trust's Auditor in accordance with IFRS. The Manager will ensure that the Trust complies with all applicable reporting and administrative requirements.

No Certificates

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

Liability of Unitholders

The Declaration of Trust provides that it is intended that no Unitholder will be held to have any personal liability as such, and no resort will be had to a Unitholder's private property, for satisfaction of any obligation in respect of or claim arising out of or in connection with any contract or obligation of the Trust or of the Trustee or any obligation in respect of which a Unitholder might otherwise have to indemnify the Trustee for any liability incurred by the Trustee,

but rather only the Trust Property is intended to be subject to any levy or execution for satisfaction of any obligation or claim.

Because of uncertainties in the law relating to investment trusts such as the Trust, there is a remote risk that a Unitholder could be held personally liable, notwithstanding the foregoing statement in the Declaration of Trust, for obligations in connection with the Trust (to the extent that claims cannot be satisfied by the Trust). It is intended that the Trust's operations be conducted in such a way as to minimize any such risk and, in particular and where practical, to cause every written contract or commitment of the Trust to contain an express statement that liability under such contract or commitment is limited to the value of the assets of the Trust.

Under the *Income Trust Liability Act*, Unitholders are not liable, as beneficiaries of a trust, for any act, default, obligation or liability of the Trustee. This statute has not yet been judicially considered and it is possible that reliance on the statute by a Unitholder could be successfully challenged on jurisdictional or other grounds. Unitholders who are resident in jurisdictions which have not enacted legislation similar to the British Columbia legislation may not be entitled to the protection of the British Columbia legislation. As a general rule, the Mortgage Broker, when making investments for the Trust, contracts as principal and therefore, subject to contract, the Mortgage Broker is liable for all obligations incurred in carrying out such investments for the Trust. Legal title to Mortgages will be held in the name of the Custodian, in the case of Canadian Mortgages, or a subsidiary of the Mortgage Broker in the case of US Mortgages, and the Trust's legal entitlement thereto held pursuant to participation agreements. As well, in conducting its affairs, the Trust has acquired and will be acquiring Mortgage investments, subject to existing contractual obligations. The Manager will use all reasonable efforts to have any such obligations, other than leases, modified so as not to have such obligations become binding upon any of the Unitholders.

However, in cases where the Manager is unable to obtain written agreement that a material obligation assumed by the Trust is not binding upon the Unitholders personally, there is a risk that if the claims made in respect thereof are to be satisfied by the Trust, a Unitholder will be held personally liable for the obligations of the Trust. Such risk is believed by the Manager to be very limited since, as indicated above, the Manager intends to act in all transactions as principal and not as agent for the Trust or the Unitholders.

In case of claims made against the Trust, which do not arise out of contracts, for example, claims for taxes or claims in tort, personal liability may also arise against Unitholders. However, in accordance with prudent real estate practice, the Manager will maintain insurance in respect of the above-mentioned perils and in amounts sufficiently large as to protect the Trust against any foreseeable non-contractual liability. The Manager intends to cause the operations of the Trust to be conducted, with the advice of counsel, in such a way, as far as possible, as to avoid any material risk of liability to Unitholders for claims against the Trust. In the event that a Unitholder should be required to satisfy any obligation of the Trust, such Unitholder will be entitled to reimbursement from any available net assets of the Trust.

Termination of the Trust

The Trust does not have a fixed termination date. However, the Trust may be terminated at any time upon not less than 90 days' written notice by the Trustee provided that the prior approval of Unitholders has been obtained by Special Resolution at a meeting of Unitholders called for that purpose (the "**Termination Date**"); provided, however, that the Manager may, in its discretion, on 60 days' notice to Unitholders, terminate the Trust without the approval of Unitholders if, in the opinion of the Manager:

- (a) it would be in the best interests of the Trust and the Unitholders to terminate the Trust;
- (b) the Manager determines to terminate the Trust in connection with a Permitted Merger;
- (c) the Net Asset Value of the Trust is less than the aggregate Subscription Price of all outstanding Units; or
- (d) it is no longer economically feasible to continue the Trust.

Upon termination, the net assets of the Trust will be distributed to Unitholders on a pro rata basis up to an amount equal to the Subscription Price of the Units held by each Unitholder. Immediately prior to the termination of the Trust, including on the Termination Date, the Trustee will, to the extent possible, convert the assets of the Trust to cash and after paying or making adequate provision for all of the Trust's liabilities, distribute the net assets of the Trust to the Unitholders (up to the Subscription Price) as soon as practicable after the date of termination or any unliquidated assets may be distributed in specie rather than in cash, subject to compliance with any securities or other laws applicable to such distributions. The Manager may, in its discretion, defer the Termination Date for up to 90 days if the Manager provides written notice of such deferral to the Unitholders at least 30 days prior to the Termination Date and advises the Trust that the Manager deems it important or is unable to convert all of the Trust's assets to cash and that it would be in the best interests of the Unitholders to do so.

If the Manager receives a Redemption notice or is required to make a redemption for an amount exceeding the Net Asset Value of such Units, the Manager may, in its discretion, give notice to terminate the Trust as of a termination date which precedes the intended date of such Redemption or Redemptions.

The Declaration of Trust will be terminated immediately following the occurrence of a Termination Event. On such termination, the Trust Property will be distributed. Each of the following events is a "Termination Event":

- (e) the Manager is, in the opinion of the Board of Governors, in material default of its obligations under the Declaration of Trust and such default continues for 30 days from the date that the Manager receives written notice of such material default from the Board of Governors, unless the Manager is taking steps to remedy such default and such default is remedied within 120 days from the date of such notice and there is no reasonable basis for believing that such default cannot be remedied within such 120 day period;
- (f) the Manager has been declared bankrupt or insolvent or has entered into liquidation or winding up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reconstruction);
- (g) the Manager makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency; or
- (h) the assets of the Manager have become subject to seizure or confiscation by any public or governmental authority.

CALCULATION OF NET ASSET VALUE

Valuation Policy

The Manager will value the assets of the Trust in accordance with the following policy (the "**Valuation Policy**"):

The Manager will calculate the net asset value of the Units and net asset value per Unit on each Valuation Date in accordance with the Valuation Policy as set out in the Declaration of Trust. In determining the Net Asset Value for such purpose, net assets will be calculated in accordance with the Declaration of Trust and will follow the significant accounting policies disclosed in the audited financial statements of the Trust for the period ended December 31, 2018, except modified as follows.

Effective January 1, 2018, the Trust has adopted International Financial Reporting Standard 9 *Financial Instruments* ("IFRS 9"). The Trust continues to classify its investments in Mortgages as financial instruments measured at amortized cost by using the effective interest method, less any expected credit losses. Expected credit losses on performing investments in mortgages classified under IFRS 9 as Stage 1 and Stage 2, which are not related to a specific credit impaired or defaulted mortgage will be removed from the net asset value calculation for the purposes of the Valuation Policy. No adjustment to the net asset value calculation will be made for expected credit losses related to a specific investment in a credit impaired defaulted mortgage.

Due to the aforementioned IFRS accounting policies related to financial instruments, the Net Asset Value of the Trust as calculated for financial reporting purposes per the audited IFRS statements may be different than the transactional Net Asset Value of the Trust.

Net Asset Value of the Trust

The Manager will calculate the net asset value of the Units and net asset value per Unit as at each Valuation Date in accordance with the Valuation Policy.

Net Asset Value per Unit

The Net Asset Value per Unit on a particular date will be the quotient obtained by dividing the Net Asset Value of the Trust on a given day by the total number of outstanding Units at the end of such date (for greater certainty, after giving effect to all issuances, purchases, redemptions and consolidations of Units occurring, or deemed to occur, on such date).

The Net Asset Value per Unit will be calculated by the Manager at each Valuation Date. The most recently calculated Net Asset Value per Unit will be available to the public upon request and will be posted at www.trezcapital.com.

For information concerning the Redemption of Units, see "Securities Offered – Unitholder's Right to Redeem" and "Risk Factors – Restrictions on Redemption".

Reporting of Net Asset Value

The Net Asset Value of Units is included in the quarterly report of the Trust that is available to the public on the Manager's website and upon request by contacting the Manager at investor-services@trezcapital.com or by calling toll free 1-877-689-0821.

Suspension of Redemptions

For a period of not more than 180 days, the Manager may suspend the Redemption of Units, for or during a period during which the Manager determines that conditions exist which render impractical the sale of the assets of the Trust or impair the ability of the Manager to determine the value of the assets held by the Trust. The Manager may from time to time limit or suspend redemptions and/or terminate the Trust when the Redemption price exceeds the Net Asset Value per Unit.

DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

Trez Capital Fund Management Limited Partnership (the Manager)

Pursuant to the terms and conditions of the Declaration of Trust, the Manager is the manager and portfolio advisor of the Trust. In performing its services, the Manager will, at all times, on the terms and conditions of the Declaration of Trust, be subject to the continuing and ultimate authority of the Unitholders. The head office of the Manager is located at 1700-745 Thurlow Street, Vancouver, British Columbia, V6E 0C5. Trez Capital Fund Management Limited Partnership is a limited partnership formed under the laws of British Columbia on August 11, 2011.

Trez Capital Group

Trez Capital Group Limited Partnership operates principally through four limited partnerships. Trez Capital Fund Management Limited Partnership is registered as an exempt market dealer, investment fund manager and portfolio manager (restricted to buying and selling Mortgages and interests in Mortgages) under applicable securities legislation. See "Business of the Trust – Regulatory Changes". Trez Capital Limited Partnership is registered as a mortgage broker in British Columbia, Alberta and Ontario. Trez Capital Asset Management Limited Partnership is registered as a mortgage administrator in Ontario and a mortgage broker in British Columbia. Trez Capital US Limited Partnership was formed to hold certain investments in the United States.

Duties and Services to be Provided by the Manager

The Manager employs a conservative and risk-averse approach to real estate-based investments. The Manager has taken the initiative in founding and organizing the Trust and, accordingly, may be considered to be a "promoter" of the Trust within the meaning of the securities legislation of certain provinces of Canada.

Subject to the terms of the Declaration of Trust, the Manager will be responsible for managing the business and administration of the Trust. The Manager has coordinated the organization of the Trust and will manage the ongoing business and administration of the Trust and will monitor the investment portfolio of the Trust. The Manager will be responsible for ensuring that the net proceeds of this Offering are invested as described under "Use of Available Funds" and in accordance with the investment objectives of the Trust. Funds of the Trust will not be commingled with the Manager's funds, or with any other funds.

The Manager has exclusive authority to manage the operations and affairs of the Trust and to make all decisions regarding the business of the Trust, and has authority to bind the Trust. The Manager may, pursuant to the terms of the Declaration of Trust, delegate its powers to third parties where it deems it advisable. The Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Trust and to exercise the degree of care, diligence and skill that a reasonably prudent professional manager would exercise in comparable circumstances.

The Manager's duties include, without limitation, appointing the registrar and transfer agent for the Trust, appointing the bankers of the Trust, valuing the assets of the Trust, calculating the income and capital gains of the Trust, authorizing all contractual arrangements relating to the Trust, providing or causing to be provided services in respect of the Trust's daily operations, distributing or causing to be distributed Units, ensuring compliance with applicable securities legislation, preparing and filing or causing to be prepared and filed all requisite returns, reports and filings, providing all requisite office accommodation and associated facilities and services, providing or causing to be provided to the Trust all other administrative and other services and facilities required by the Trust and maintaining or causing to be maintained complete records of all transactions in respect of the investment portfolio of the Trust.

Directors and Officers

The name and municipality of residence of each of the directors and senior officers of the general partner of the Manager, the office held by them and principal occupation in the last five years are as follows:

<u>Name and Municipality</u>	<u>Office</u>	<u>Principal Occupation</u>	<u>Year First Became a Director/Officer</u>
Morley Greene, B.A., LLB Vancouver, B.C.	Chairman, Chief Executive Officer and Director	Business Executive	1997 ⁽¹⁾
Gregory Vorwaller, B.A. Vancouver, B.C.	President	Business Executive	2015 ⁽¹⁾
Robert Perkins, B. Comm. Vancouver, B.C.	Managing Director and Director	Business Executive	2000 ⁽¹⁾
Alexander (Sandy) Manson, B. Comm., CPA, CA West Vancouver, B.C.	Chief Financial Officer and Director	Business Executive	2006 ⁽¹⁾
Ken Lai, B. Comm., CPA, CA Richmond, B.C.	Vice-President, Loan Administration and Director	Business Executive	2005 ⁽¹⁾

Notes:

- (1) Refers to the date the individual first became a director or officer of Trez Capital Corporation.

Each director is appointed for a one year term, with their term of office to expire at the next annual general meeting of the shareholders of the Manager.

As at March 31, 2019, the directors and senior officers of Trez Capital Fund Management Limited Partnership, as a group, beneficially own, or control, directly or indirectly, 1,291,470 Units, or 6.53% of the issued and outstanding Units.

Principal Occupations and Biographies

Morley Greene is Chairman, Chief Executive Officer and Director of the general partner of the Manager. Prior to that, he had been Chairman and President of Trez Capital Corporation since May 30, 2009. Prior to that, he had been President and Chief Executive Officer of Trez Capital Corporation since August 1997. For approximately two years prior to establishing the Mortgage Broker, Mr. Greene acted as counsel to Samoth Capital Corporation (now called Sterling Centrecorp), a company listed on The Toronto Stock Exchange. From September 1991 to 1995, Mr. Greene was in private law practice.

Gregory Vorwaller is President of the general partner of the Manager. Prior to that, he held a number of senior executive positions at prominent financial and real estate services firms, where he lead and built businesses encompassing investment sales, mortgage brokerage and investment banking to market leading positions. Most recently he served as Executive Vice President and Global Head of Cushman & Wakefield, prior to which he served as the President and Chief Operating Officer of CBRE's Global Capital Markets business line. In each capacity, Greg developed a reputation for leading from the front line, working with teams and clients throughout the US, Canada, Europe and Asia Pacific in developing and executing business plans which resulted in the advancement of the key strategic initiatives of each firm. Mr. Vorwaller is also a director of Trez Capital Mortgage Investment Corporation ("TCMIC") and Trez Capital Senior Mortgage Investment Corporation ("TCSMIC").

Robert Perkins is Managing Director and Director of the general partner of the Manager. Prior to that, he had been Vice President – Mortgage Funds of Trez Capital Corporation since July 2000 and became Executive Vice-President on June 1, 2006. He is registered as a sub-mortgage broker under the *Mortgage Brokers Act* (British Columbia). He has a mandate to identify, analyze, underwrite and fund new Mortgages. From 1986 to April 2000, Mr. Perkins was a Principal of Montrose Realty Corporation, the B.C. licensed lending and real estate arm of Montrose Mortgage Corporation, which has placed and administers a \$1.2 billion commercial mortgage portfolio on behalf of various pension funds, life insurance companies, banks and private clients. From 1984 to 1986, Mr. Perkins was a Financial Analyst in the Controller's Department of the Hong Kong Bank of Canada/Bank of B.C., now HSBC Bank Canada.

Alexander (Sandy) Manson is Chief Financial Officer and Director of the general partner of the Manager. Prior to that, he had been the Chief Financial Officer of Trez Capital Corporation since February 2006. Mr. Manson has been a CPA, CA since 1982 and has thirty years of experience in finance and accounting. From January 2001 through December 2005, Mr. Manson was the Chief Financial Officer for Autostock International, an international autoglass replacement company with 2,000 employees based in Burnaby B.C. which operated the "Speedy Glass" stores in Canada and the United States. Prior to that, he was the Chief Financial Officer for Coast Mountain Hardwoods (1997 –2000), a lumber company based in Ladner, B.C. Mr. Manson is responsible for all finance and administrative operations of the Mortgage Broker. Mr. Manson is also an officer and director of TCMIC and TCSMIC.

Ken Lai is Vice-President, Loan Administration and Director of the general partner of the Manager. Prior to that, he had been Vice President, Loan Administration of Trez Capital Corporation since June 1, 2006 and has been with Trez Capital Corporation since August 2002, after relocating from Hong Kong. Mr. Lai is a CPA, CA with more than 20 years' experience in the areas of finance and accounting. He previously worked for an international public accounting firm, and has many years of commercial experience in real estate and investment companies.

Manager's Fees

Pursuant to the Declaration of Trust, the Series A and Series F Management Fee, being an annual amount equal to 1.5% of the Proportionate Share of the Series A Units and the Series F Units of the Average Annual Gross Assets (calculated by using a simple moving average of the month end value of the assets held by the Trust), is payable to

the Manager by the Trust in each Fiscal Year. The Series I Management Fee, being an annual amount equal to a percentage to be negotiated by the Manager and the Unitholder of the Proportionate Share of the Series I Units of the Average Annual Gross Assets (calculated by using a simple moving average of the month end value of the assets held by the Trust), is payable to the Manager by the Trust in each Fiscal Year. The Proportionate Share of the Series A Units, the Series F Units and the Series I Units of the Annual Gross Assets of the Trust, in respect of each monthly distribution will be determined by the Proportionate Share of Units of each Series existing at the end of such monthly period. On each monthly distribution, the Series A and Series F Management Fee will be deducted from the monies otherwise payable to the Series A Unitholders and the Series F Unitholders and the Series I Management Fee will be deducted from the monies otherwise payable to the Series I Unitholders. As well, an Incentive Fee, being an annual amount equal to 10% of the Incentive Fee Revenue of the Trust, is payable to the Manager by the Trust in each Fiscal Year.

The Management Fee is estimated and paid monthly in arrears, 15 days following the end of each month, except the payment due for the month ended December 31st will be determined taking into consideration the previous payments made on an estimated basis and will be paid in two payments, the first on January 15 and the second payment, if any, not later than March 15 following that month. The Incentive Fee is paid at the same time as the final year end payment to Unitholders. The Trust will be obligated to pay any applicable GST or other taxes on such fees.

Expenses of the Trust

The Trust pays for all expenses incurred in connection with its operation and administration. It is expected that the operating expenses of the Trust will include, without limitation: preparing, mailing and printing expenses for periodic reports to Unitholders and other Unitholder communications including marketing and advertising expenses; fees payable to the Trustee; fees payable to the Custodian; fees payable to accountants, the auditors, legal advisors and any other professional consultants as required; ongoing regulatory fees, licensing fees and other fees; external bookkeeping fees and the costs associated with FundSERV; any costs associated with the hedging program; fees payable for banking charges, including set-up costs, service and other fees and interest expense on borrowings; any mortgage broker fees chargeable to the Trust; any reasonable out-of-pocket expenses incurred by the Manager or its agents in connection with their ongoing obligations to the Trust; any additional fees payable to the Manager for the performance of extraordinary services on behalf of the Trust; any taxes payable by the Trust or to which the Trust is subject; interest expenses; expenses relating to portfolio transactions; any expenditures that may be incurred upon the termination of the Trust; and fees payable to members of the Board of Governors. Such expenses also will include expenses of any action, suit or other proceeding in which or in relation to which the Manager is entitled to indemnity by the Trust. The Trust will also be responsible for any extraordinary expenses which it may incur from time to time.

The Trust will be subject to an independent audit and report to the Trustee, and the Manager will provide full access to its books and records for such purpose.

Trez Capital Limited Partnership (the Mortgage Broker)

The Trust is a source of funding for the Mortgage Broker's mortgage lending business. The Mortgage Broker acts as the Trust's loan underwriter, adviser and syndicator. To conduct its operations primarily in the state of Texas and other select regions in the U.S., the Mortgage Broker and John Hutchinson have formed Trez Capital Texas, L.P. to act as loan originator for the Trust. To conduct its operations primarily in the state of Florida and the southeastern U.S., the Mortgage Broker and Brett Forman have formed Trez Forman Capital Group LP. See "The Mortgage Broker's Operations", "Mortgage Broker Regulation". Trez Capital Corporation, the predecessor to the Mortgage Broker, has been in the business of originating, underwriting, servicing and syndicating Mortgage loans since 1997.

Mortgage Broker Agreement

The Mortgage Broker has entered into the Mortgage Broker Agreement with the Trust. Pursuant to the Mortgage Broker Agreement, the Mortgage Broker acts as the Trust's loan underwriter, adviser and syndicator.

The Mortgage Broker is required to service the Mortgage Portfolio in the same manner, and with the same care, skill, prudence and diligence, with which it services and administers similar Mortgage loans for other similar third-party

portfolios. It must also exercise reasonable business judgment in accordance with applicable law to maximize recovery under the Mortgage Portfolio without regard to any other relationship that the Mortgage Broker or any of its Affiliates may have with borrowers. The Mortgage Broker Agreement also requires the Mortgage Broker to administer deposits and trust accounts for reserves under deposit trust agreements in respect of the Mortgage Portfolio in accordance with the standard of care applicable to its servicing duties under the Mortgage Broker Agreement.

The Mortgage Broker is permitted to invest (for the benefit of its clients, other than the Trust) in the Mortgage Portfolio. Similarly, the Mortgage Broker will offer the Trust the opportunity to invest with its other clients. This provides the Trust with an increased opportunity to reduce risk through syndication.

The Mortgage Broker Agreement provides that the Mortgage Broker will not have any liability to the Trust or Unitholders of the Trust for taking any action or refraining from taking any action in good faith or for errors in judgment, unless caused by the wilful misfeasance, dishonesty, bad faith or negligence of the Mortgage Broker. The Mortgage Broker Agreement has a term which ends on the termination of the Trust.

The Mortgage Broker will continue as Mortgage Broker until the dissolution of the Trust or the happening of any of the following:

- (a) the Mortgage Broker may resign if the Trust or the Manager is in breach or default of the provisions of the Mortgage Broker Agreement and, if capable of being cured, any such breach or default has not been cured within 30 days of notice of such breach or default to the Trust or the Manager, as applicable;
- (b) the Mortgage Broker becomes bankrupt or insolvent;
- (c) termination of the Mortgage Broker Agreement by the Trust in the event that the Mortgage Broker is in material breach or default of the provisions of the Mortgage Broker Agreement and, if capable of being cured, any such breach or default has not been cured within 30 days of notice of such breach or default to the Mortgage Broker;
- (d) the Mortgage Broker no longer holds the licenses, registrations or other authorizations necessary to carry out its obligations hereunder and is unable to obtain them within a reasonable period after their loss;
- (e) the Mortgage Broker resigns as Mortgage Broker of the Trust and terminates the Mortgage Broker Agreement upon not less than 120 days written notice to the Trust; or
- (f) termination of the Mortgage Broker Agreement by mutual agreement of the parties.

The Mortgage Broker's Operations

Trez Capital Corporation, the predecessor to the Mortgage Broker, commenced operations in September 1997 in order to raise a pool of capital for investment in Mortgages, primarily in the commercial and multi-unit residential markets. Since inception, the Mortgage Broker and its predecessor have funded more than 1,346 loans totalling over \$8.6 billion. The Mortgage Broker currently is one of the largest non-bank providers of Mortgages in Canada with approximately \$3.0 billion in assets under administration, of which approximately \$2.5 billion is invested in Mortgages.

The entities established by the Mortgage Broker are income trusts, mortgage investment corporations, limited partnerships, corporations and corporate management companies. The variety of investment vehicles provides investors with varying degrees of risk and potential return, as well as mechanisms to accommodate both residents and non-residents of Canada. Since 1997, the Mortgage Broker, and its predecessor, have taken the initiative in forming 26 mortgage investment funds. All of these offerings have been conducted pursuant to exemptions from applicable

prospectus requirements, except TG Income Trust, TG Income Trust II and TG Income Trust III, which were offered by prospectus in the Provinces of British Columbia and Alberta, and TCMIC and TCSMIC which have been offered by prospectus throughout Canada, except Quebec. As a result of the worldwide credit crisis which occurred in 2008, two investment funds, Harvard High Yield Investments Inc. and Mickey II LLC, which are managed by affiliates of the Mortgage Broker and had invested in Mortgages in the United States, were unable to meet their obligations to holders of their debt instruments and entered into a compromise arrangement with such holders whereby they agreed to accept a significantly lesser amount in one instance and significantly reduced interest rate in the other.

Both TCMIC and TCSMIC trade on the Toronto Stock Exchange and both appointed special committees of their respective board of directors on September 28, 2015 to consider alternatives to address their share price trading at a discount to the book value per share. On June 16, 2016, it was announced that an orderly winding-up plan was approved by the shareholders of each of TCMIC and TCSMIC at the annual and special meeting of shareholders; the orderly wind-up is in progress as of the date of this offering memorandum. TCMIC and TCSMIC represent less than 1.15% of the assets under management by the Manager and its Affiliates, and therefore the outcome of this decision is not expected to have a material impact on the Manager's operations or any of its privately managed mortgage pools, including the Trust.

Due Diligence Procedures and Risk Reduction

Due diligence procedures undertaken prior to funding Mortgages have resulted in an excellent record of return of principal and interest to investors. Since the inception of the Mortgage Broker and its predecessor, out of 1,346 Mortgages, or approximately \$8.6 billion, funded by the Mortgage Broker and its predecessor, the realized losses on these Mortgages aggregate less than 0.7%. The Mortgage Broker believes its core strategy of lending primarily on traditional commercial real estate (including multi-family), in major markets and with multiple- contingent exit strategies has proved successful. See "Risk Factors".

The Mortgage Broker manages the risks associated with defaulting Mortgages through extensive initial due diligence and careful monitoring of its Mortgage portfolio, active communication with borrowers and the prompt institution of enforcement procedures on defaulting Mortgages. All properties are evaluated on the basis of location, quality, source of repayment, prospects for value-add, and cash flow profile. In addition, the creditworthiness of the borrower is reviewed and personal covenants are often obtained from the principals of the borrower. See "Business of the Trust – Investment Process".

The Mortgage Broker monitors the performance of the Mortgage portfolio, including tracking the status of outstanding payments due and maturity dates, progress of construction projects, pay down requirements from sales and the calculation and assessment of other applicable charges. Each member of management of the Manager and the Mortgage Broker has extensive knowledge and understanding of the Mortgage and real estate industries that has enabled them to have a strong track record of making prudent investment decisions and identifying sound investment opportunities.

The Mortgage Broker intends to restrict investors' risk exposure by diversifying its portfolio geographically in both Canada and the United States. In particular, in addition to the key markets in Canada, the Mortgage Broker has identified that certain regions in the southeastern and southwestern U.S., and in parts of the western U.S., have much stronger local-level economies than in other parts of the country with a marked imbalance between the demand and supply sides of the real estate market in those areas, leading to a positive environment for real estate development. As a result the Trust intends to make the majority of its U.S. Mortgage investments in those regions. See "Business of the Trust – Mortgage Portfolio of the Trust as at December 31, 2018".

Although the Mortgage Broker also intends to restrict investors' risk exposure by diversifying its portfolio by borrowers, as at December 31, 2018, the Trust had 7.14% of its Mortgage Portfolio by number of Mortgages and 10.74% of its Mortgage Portfolio by dollar amount of Mortgages advanced to one borrower. The Mortgage Broker is well aware of this concentration, but the borrower involved has an exemplary track record in terms of loan repayment. The loan to value ratio of the properties securing these Mortgages is 37.00%. The Mortgage Broker allocates participation in Mortgages based on the Mortgage Broker's assessment of the investor's risk tolerance and any investment restrictions placed upon an investor.

To manage and diversify risk, the Mortgage Broker may syndicate a Mortgage investment with one or more investors, including the Trust and other investment entities formed by the Mortgage Broker. Mortgages can be syndicated at a lower interest rate in a more secure senior position. Syndication may also be on a pari passu basis or on a basis where parties are subordinated to the Trust. Syndication of Mortgages is done to provide a dilution of risk of default of any one Mortgage among a number of entities and individuals. In some instances, the Mortgage Broker may syndicate a Mortgage to different parties at different rates, but never on interest or priority terms more favourable than those offered to the Trust. The syndication process also facilitates the ability to provide a more secure senior portion of a Mortgage to a lower risk entity, with progressively higher risk / higher return junior portions to those with higher risk tolerances.

Mortgage Broker Regulation

Mortgage brokers in Canada are regulated by provincial mortgage brokers legislation. As the Trust is not and will not be registered under the provincial mortgage brokers legislation, the Trust cannot engage directly in the business of lending money secured in whole or in part by Mortgages, and must therefore conduct its Mortgage investment activities under contract with the Mortgage Broker. The Mortgage Broker, which performs mortgage broker services on behalf of the Trust pursuant to the Mortgage Broker Agreement, is currently registered under the *Mortgage Brokers Act* (British Columbia), the *Real Estate Act* (Alberta) and the *Mortgage Brokerages, Lenders and Administrators Act* (Ontario) in order to permit it to carry on the activities contemplated in the Mortgage Broker Agreement.

The registrar under provincial mortgage brokers legislation regulates the mortgage broker industry, and has the power to grant or renew registration, the power to revoke registration and the power to investigate complaints made regarding the conduct of registered mortgage brokers. Under provincial mortgage brokers legislation, there are several requirements a mortgage broker must meet in order to obtain or maintain its registration. Generally, a mortgage broker's registration may be suspended or cancelled if it is party to a harsh or unconscionable transaction, or it has conducted its business in a manner that is contrary to the public interest.

The Office of the Registrar of Mortgage Brokers at the Financial Institutions Commission regulates the mortgage brokering and lending activities of mortgage investment entities (MIEs) under the *Mortgage Brokers Act*. The Registrar and the *Mortgage Brokers Act* do not regulate the capital raising and investment marketing activities of MIEs which are subject to securities legislation and regulation. Further information can be found at FICOMM's website: <http://www.fic.gov.bc.ca/pdf/mortgagebrokers/mb-13-0011.pdf>.

The Mortgage Broker is not licensed as a mortgage broker or lender in the United States. There are no licensing requirements in Texas, Florida, or the other select U.S. regions in which the Mortgage Broker engages in the business of lending (except for banks and savings and loan institutions) for originating loans and lending funds in respect of commercial loans (a loan that is not for "personal, family or household purposes"), or the Mortgage Broker operates under an exemption in those limited regions with licensing requirements.

Directors and Senior Officers of the Mortgage Broker

The directors and senior officers of the general partner of the Mortgage Broker are the same as the directors and officers of the general partner of the Manager. See "Directors and Officers of the Manager".

Dean Kirkham is the Chief Credit Officer of the Mortgage Broker. Mr. Kirkham joined Trez in March, 2016. He is responsible for ensuring strong portfolio quality by managing the Mortgage Broker's credit risk policies and guidelines through changes in the business and or market developments, providing guidance on appropriate loan structures and adjudicating loan submissions. He provides oversight of the portfolio through ongoing oversight of key credit metrics.

Mr. Kirkham began his career with ABN AMRO's investment bank in Amsterdam and later New York. He spent the last 12 years at the Bank of Montreal in a variety of senior commercial banking and credit risk management roles, including, Vice President Credit Risk Management for Western Canada and, most recently, Regional Vice President Commercial Banking. Mr. Kirkham earned a Bachelor of Science from the University of British Columbia and an MBA from the Schulich School of Business at York University.

The Mortgage Broker's Operations in Texas

In September 2010, the Mortgage Broker began making loans in the state of Texas. The Mortgage Broker's activities in connection with the Trust primarily in the state of Texas and other select regions in the U.S. are conducted through Trez Texas, of which an Affiliate of the Mortgage Broker is the majority limited partner and John Hutchinson is the minority limited partner. Trez Texas will originate loans primarily in Texas and other areas as it finds suitable opportunities for referral to, and approval by, the Mortgage Broker and will receive originating fees, commitment fees and renewal fees from borrowers. Trez Texas will only refer investment opportunities to the Trust for consideration where such investments fall within the objectives or investment policies of the Trust.

Directors and Officers of Trez Texas

The name and municipality of residence of each of the directors and senior officers of the general partner of Trez Texas, the office held by them and principal occupation in the last five years are as follows:

<u>Name and Municipality</u>	<u>Office</u>	<u>Principal Occupation</u>	<u>Year First Became a Director/Officer</u>
Morley Greene, B.A., LLB Vancouver, B.C.	President	Business Executive	2013
John D. Hutchinson Coppell, Texas	Vice President	Business Executive	2012
Alexander (Sandy) Manson, C.A. West Vancouver, B.C.	Vice President, Finance Secretary Treasury	Business Executive	2012
Fred Phillips Sunnyvale, Texas	Vice President	Business Executive	2013

Principal Occupations and Biographies

For the biographies of Morley Greene and Alexander (Sandy) Manson, see "Trez Capital Fund Management Limited Partnership (the Manager)".

John D. Hutchinson is currently the Vice President of the general partner of Trez Texas. Between January 1, 1996 and December 31, 2009, Mr. Hutchinson was President of the Dallas Division of The Ryland Group, Inc., a major developer, builder and marketer of residential housing in the United States. In January 1995, Mr. Hutchinson served as President of Perry Homes, Inc., a regional home builder with offices in Houston and San Antonio, Texas. Between 1993 and 1995, Mr. Hutchinson was Vice President and General Counsel of Hillwood Development, a Dallas, Texas based mixed-use real estate development firm controlled by the Perot family. Between 1978 and 1993, Mr. Hutchinson was engaged in the full time practice of law in Dallas, Texas. Immediately prior to going into the real estate business in 1993, Mr. Hutchinson was a partner with the Dallas law firm of Hughes and Luce, LLP which subsequently merged into the national law firm of K&L Gates, LLP.

During his nearly 14 years as President of Ryland's Dallas Division, Mr. Hutchinson was responsible for the operations of the division and oversaw the construction of more than 11,000 homes and the development of 4,000 residential lots. At various times, the Dallas Division had over 200 employees and produced revenues of over \$175,000,000 annually.

Frederick S. Phillips is currently the Vice-President of the general partner of Trez Texas. From August 1993-November 2011, Mr. Phillips was Vice President of Land Acquisition and Development for Ryland Homes Dallas division. Mr. Phillips was responsible for all aspects of the land process for one of the largest homebuilders in Dallas and the United States. From 1992-1993, Mr. Phillips was a partner in a Dallas custom homebuilding operation. From

1983-1991, Mr. Phillips was a construction supervisor, new home sales counsellor, and director of land and development for Gemcraft Homes, a publicly traded South region homebuilder. Mr. Phillips has personally supervised the acquisition, entitlement, engineering, and development of lots for new home communities in Dallas- Ft. Worth, San Antonio, Houston, Atlanta, and Oklahoma City.

The Mortgage Broker's Operations in Florida

On April 19, 2016, the Mortgage Broker began making loans in the state of Florida through a new partnership with Forman Capital LLC, from Boynton Beach, Florida. The Mortgage Broker's activities in connection with the Trust in the state of Florida and the southeastern U.S. are conducted through Trez Florida, of which an Affiliate of the Mortgage Broker and Brett Forman are equal limited partners. Trez Florida will originate loans primarily in Florida and the southeastern U.S. and other areas as it finds suitable opportunities for referral to, and approval by, the Mortgage Broker and will receive originating fees, commitment fees and renewal fees from borrowers. Trez Florida will only refer investment opportunities to the Trust for consideration where such investments fall within the objectives or investment policies of the Trust.

Officers of Trez Florida

The name and municipality of residence of each of the senior officers of the general partner of Trez Florida, the office held by them and principal occupation in the last five years are as follows:

<u>Name and Municipality</u>	<u>Office</u>	<u>Principal Occupation</u>	<u>Year First Became a Director/Officer</u>
Brett D. Forman Delray Beach, FL	President	Business Executive	2016
Alexander (Sandy) Manson, CPA, CA West Vancouver, B.C.	Secretary	Business Executive	2016

Principal Occupations and Biographies

For the biography of Alexander (Sandy) Manson, see "Trez Capital Group Limited Partnership (the Manager)".

Brett D. Forman is currently the President of the general partner of Trez Florida. Mr. Forman founded Forman Capital, a Florida based, commercial bridge lender for development and construction, senior stretch first mortgages and special situation loans nationwide, in 2004, and spearheaded its successful growth since inception. In 2016, Forman Capital, LLC entered a partnership with Trez Capital Group, LP to form Trez Forman Capital Group, LP in April of that year. Prior to founding Forman Capital, Mr. Forman was a Principal at Sylvan Ventures, LP (a joint venture between Apollo Advisors and Sylvan Learning Systems), a \$350M venture capital firm and also spent 5 years in the retail business as President & COO of FEI, Inc. and County Seat Stores.

Mr. Forman currently serves as Chairman on the Foundation Board of the Achievement Centers for Children and Families in Delray Beach, FL. He holds a Bachelor of Science in Economics and a concentration in Real Estate Finance from The Wharton School of the University of Pennsylvania.

Mortgage Broker's Fees

The Mortgage Broker (and Trez Texas, in respect of Prime Mortgages originated by the Texas office and Trez Florida, in respect of Prime Mortgages originated by the Florida office) will receive originating fees, commitment fees and renewal fees on Mortgages it originates for the Trust. These fees will generally be paid by the borrowers, but in some instances, may be deducted from interest payments otherwise payable to the Trust as described below. The Mortgage servicing fees payable to the Mortgage Broker are commensurate with fees paid to other entities providing similar services as the Mortgage Broker and which have been negotiated at arm's length. In addition to such fees, the Mortgage Broker is entitled to retain any overnight float interest on all accounts maintained by the Mortgage Broker in connection with its originating and servicing of the Trust's Mortgage investments. In some instances where the Trust

agrees to participate in a loan which has a low brokerage fee, a portion of the brokerage fee may be deducted from interest payments otherwise payable to the Trust. In the case of Mortgages, or interests in Mortgages, which have been purchased by the Mortgage Broker from third parties either on its own behalf or on behalf of the Trust, such fees may also be deducted from interest payments otherwise payable to the Trust, or may be paid directly by the Trust as a result of the difference between the purchase price paid by the Mortgage Broker and the purchase price paid by the Trust. The brokerage fees charged to the Trust in such instances will vary depending on the size of the transaction and the amount of any fees otherwise payable to the Mortgage Broker.

Under the Mortgage Broker Agreement, the Mortgage Broker is responsible for all employment and other expenses of its personnel, rent and other office expenses of the Mortgage Broker.

The Board of Governors

The Declaration of Trust provides that a Board of Governors be appointed for the Trust to consist of at least four members, whose mandate is to identify and establish procedures for resolving situations where there exists a conflict or potential conflict between the interests of the Manager and the Mortgage Broker on the one hand and the interests of the Unitholders on the other hand as well as in connection with certain other stated matters such as the Trust's annual audit. The Board of Governors will act at all times, and ensure the actions of the Manager and the Trustee are at all times, in accordance with the best interests of the Trust and the Unitholders. The members of the Board of Governors are Steve Mathiesen (Chairman), Stewart Robertson, Dale Belsher, and Andrew Huntley. The members of the Board of Governors receive compensation from the Trust. The members of the Board of Governors also constitute the board of governors of TG Income Trust II, TG Income Trust III, Bison Income Trust II, Trez Capital Yield Trust US, Trez Capital Yield Trust US (Canadian \$) and Trez Capital Yield Trust. The fees paid to the members of the Board of Governors are paid in respect of their services to all of the foregoing trusts. Currently, the Chairman of the board receives a total of \$78,750 per annum, the Chairman of the Credit Committee receives \$55,125, the Chairman of the Audit Committee receives \$52,500 and the other Board member receives \$42,000 per annum. The fees are allocated to the funds as a fixed minimum plus a percentage based on their respective total assets. The Board of Governors will from time to time, in respect of the Trust:

- (a) identify and establish procedures for resolving situations where there exists a conflict or potential conflict between the interests of the Manager and the Mortgage Broker on the one hand and the interests of the Unitholders on the other hand and review any conflicts of interest referred to it by the Manager for review and for both of these purposes an Independent Review Committee has been appointed;
- (b) approve every material contract of the Trust referred to it by the Manager for review which may raise a conflict of interest, including any agreement between the Trust and the Trustee or the Manager;
- (c) meet with the Manager from time to time, on a not less than quarterly basis, to review the investments in Mortgages made by the Manager on behalf of the Trust, in order to confirm that such investments comply with the investment objectives of the Trust and for this purpose a Credit Committee has been appointed;
- (d) review and approve annual financial statements provided to Unitholders for the purpose of advising the Trustee, the Manager and the Mortgage Broker on any matters pertaining to the Trust as a result of such review and for this purpose an Audit Committee has been appointed;
- (e) review compliance by the Trust with its investment policies;
- (f) appoint Auditors and fix their remuneration;
- (g) approve the giving of indemnities to the Trustee, the Manager or the Mortgage Broker or any of their Affiliates, or their respective directors, officers or employees;

- (h) receive the resignation of the Trustee and select and appoint a successor trustee;
- (i) provide such other assistance to the Trustee as the Trustee or Unitholders may reasonably request from time to time.

A member of the Board of Governors must, among other things, be independent of both the Manager and the Trustee and their respective Affiliates and shall not be an employee of any of them. Any member of the Board of Governors who has any material interest in a material contract or transaction with the Trust must disclose in writing to the other Board members and to the Manager the nature and extent of his interest and may not vote upon or sign any resolution dealing with such material contract or transaction.

Each member of the Board of Governors and the Independent Review Committee is appointed for a term of not less than one year and not more than three years and will hold office until his successor has been appointed or until his appointment has terminated or such person revokes his consent. The terms of office of members of the Board of Governors may be staggered. In the event of the death, removal, resignation, bankruptcy or other incapacity of a member of the Board of Governors, the Board of Governors will fill a vacancy on the Board of Governors as soon as practicable. A member of the Board of Governors whose term has expired, or will soon expire, may be reappointed by the members of the Board of Governors. A member of the Board of Governors may not be reappointed for a term or terms of office that, if served, would result in the member serving on the Independent Review Committee for longer than six years, unless the Manager agrees to the reappointment.

The nature and extent of the experience of the members of the Board of Governors and their principal occupations are as follows:

Stewart J.L. Robertson has served on the board of directors of a number of public companies, and was a board and audit committee member of Sterling Centrecorp Inc., a formerly TSX listed company which was in the business of acquiring and managing shopping centres. He is the president of the Crerar Group of Companies. The Crerar Group is an owner of and lender to the commercial real estate business in Canada and the U.S., with holdings including office, apartment, warehousing, and retail buildings. Mr. Robertson also consults on structured Mortgage and corporate acquisitions to various real estate entities.

Dale Belsher is a Chartered Professional Accountant, CA and served as Chief Financial Officer for Glentel Inc., a Burnaby-based retailer of telecommunications solutions, from 2001 to 2010. Prior to joining Glentel, Dale was Vice President, Finance and CFO for Norsat International Inc., a publicly traded, Burnaby-based satellite communications technology company. Prior to moving to British Columbia in 1983, Dale was Vice President, Finance and Controller of Denro Developments Inc., a family-owned real estate development firm. Denro was a land and multi-family residential development company based in Regina, Saskatchewan. Denro was one of the first Canadian real estate development companies to develop property in and around Phoenix, Arizona.

Steve Mathiesen was a corporate and securities lawyer for more than 30 years and is now a corporate director. Until 2011, he was a partner at the national law firm, McMillan LLP, focusing on mergers and acquisitions, financings, and corporate matters. He is currently on the board of several private and public companies. He holds an LL.B from the University of British Columbia, a BA in Economics and Commerce from Simon Fraser University, the ICD.D designation from the Institute of Corporate Directors and is a non-practicing member of the Law Society of BC.

Andrew Huntley has spent the bulk of his 35 year career involved in commercial real estate finance. He retired from AIMCo in 2015 as SVP Mortgage Investments having been responsible for a commercial Mortgage portfolio in excess of \$3 billion. He has negotiated complex transactions in all sectors and throughout North America and Western Europe. Prior to AIMCo Mr. Huntley was a partner with the Toronto based Murray & Company. He has extensive community Board experience including Chairing the Board of Northlands in Edmonton. He holds a BSc. from the University of Alberta; an MBA from the Ivey School of Business at the University of Western Ontario and the ICD.D designation.

The Audit Committee

The Declaration of Trust provides that the Manager will appoint an Audit Committee consisting of a minimum of three persons, whose mandate is to meet with the Auditors and review and recommend approval of financial statements sent to Unitholders. The members of the Audit Committee are: Dale Belsher (Chairman), Steve Mathiesen and Andrew Huntley.

The Credit Committee

The Declaration of Trust provides that the Manager will appoint a Credit Committee consisting of at least two persons, whose mandate is to meet with the Manager from time to time, on a not less than quarterly basis, to review the investments in Mortgages made by the Manager on behalf of the Trust, in order to confirm that such investments comply with the investment objective and investment policies of the Trust. The members of the Credit Committee are: Stewart Robertson (Chairman), Dale Belsher and Steve Mathiesen.

The Independent Review Committee

The Declaration of Trust provides that the Manager will appoint an Independent Review Committee. The Independent Review Committee has been established to review situations where a reasonable person would consider the Manager or an entity related to the Manager, to have an interest that may conflict with the Manager's ability to act in good faith and in the best interests of the Trust. The members of the Independent Review Committee are: Steve Mathiesen (Chairman), Stewart Robertson, Dale Belsher and Andrew Huntley.

The Independent Review Committee will:

- (a) review and provide input to the Manager with respect to the written policies and procedures of the Manager related to conflict of interest matters;
- (b) review and approve every conflict of interest matter; and
- (c) perform any other function required by applicable securities legislation.

Members of the Independent Review Committee are not compensated separately for their participation on this committee. They are compensated as members of the Board of Governors. See "The Board of Governors".

Penalty, Sanctions and Bankruptcy

While Mr. Mathiesen was a director of CMC Metals Ltd. ("CMC"), a cease trade order was issued by the BC Securities Commission on September 3, 2009 against CMC pending filing a technical report and clarifying disclosure, which order was revoked January 15, 2010.

The Trustee

Computershare Trust Company of Canada is the trustee of the Trust pursuant to the terms and conditions set out in the Declaration of Trust. The address of the Trustee is 510 Burrard Street, 3rd Floor, Vancouver, British Columbia, V6C 3B9.

The powers, authorities and responsibilities of the Trustee are limited to those expressly set forth in the Declaration of Trust. The Trustee is responsible for holding Trust Property in safekeeping and investing moneys from time to time forming part of Trust Property as directed by the Manager. The Trustee may also sell, encumber or otherwise dispose of Trust Property as directed by the Manager and may borrow money as directed by the Manager.

The Trustee or any successor trustee may resign upon 60 days' notice (or such shorter time as may be agreed to by the Trustee and the Manager) to Unitholders and to the Manager, or may be removed by the Manager on 60 days' notice if approved by Special Resolution. In the event that the Trustee resigns or is removed or becomes incapable of acting

or if for any cause a vacancy occurs in the office of the Trustee, a successor trustee will forthwith be appointed by the Manager to fill such vacancy. Forthwith following such appointment of a successor trustee, the Trustee will execute and deliver such documents as the Manager may require for the conveyance of any property of the Trust held in the Trustee's name, will account to the Manager for all property of the Trust which the Trustee holds as trustee and shall thereupon be discharged as trustee.

The Declaration of Trust provides that the Trustee will be liable in carrying out its duties under the Declaration of Trust as a result of its willful misconduct, bad faith, negligence or disregard of its obligation to act honestly, in good faith and in the best interests of the Trust and Unitholders or to exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the Trustee.

The Trustee will receive fees from the Trust for acting as trustee of the Trust, and will be reimbursed by the Manager for all expenses and liabilities, which are properly incurred by the Trustee in connection with the activities of the Trust.

Policies and Procedures of the Manager

Pursuant to its internal policies and procedures, the Manager and its directors, officers and employees are required to devote as much of their time and attention to the business and affairs of the Trust as they consider necessary and appropriate under the then prevailing circumstances.

The Manager is also required to ensure fairness in the allocation of investment opportunities among its mortgage investment entities. For such purpose, all mortgage investment entities that have investment objectives that are compatible with a particular investment opportunity are required, when practicable, to participate pro rata in that opportunity based upon, among other things, the relative importance of the investment opportunity to the fulfillment of each mortgage investment entity's objectives and the relative amount of assets under management in each mortgage investment entity. An assessment of the relative importance of an investment opportunity to the fulfillment of a mortgage investment entity's objectives is dependent upon a number of factors including alternative investment opportunities, present holdings of the same, or similar, investments, geographic and industry sector considerations and the liquidity of the mortgage investment entity.

For purposes of new Mortgage investment opportunities, the Manager identifies those mortgage investment entities that have investment objectives that are compatible with the Mortgage investment opportunity and ranks them in order of the relative importance that each mortgage investment entity places on such investment opportunity for the purpose of fulfilling its investment objectives. If such an investment opportunity meets more than one mortgage investment entity's objectives, it is considered first for the mortgage investment entity that places the highest level of importance on the investment opportunity. If two or more mortgage investment entities rank equally in terms of the importance they place on the investment opportunity, each mortgage investment entity generally will participate pro rata in the investment opportunity.

Custodian

Computershare Trust Company of Canada is the custodian of the assets of the Trust represented by Mortgages secured by Real Property situated in Canada, pursuant to the Custodial Agreement. Subsidiaries of the Mortgage Broker are the custodian of the assets secured by Real Property situated in the U.S.

The address of the Custodian is Computershare Trust Company of Canada, 9th Floor – 100 University Avenue, Toronto, Ontario, M5J 2Y1.

The Custodian is entitled to receive fees from the Trust, which will be paid by the Manager, as described under "Directors, Management, Promoters and Principal Holders – Expenses of the Trust" and to be reimbursed for all expenses and liabilities which are properly incurred by the Custodian in connection with the activities of the Trust.

Promoters

Trez Capital Fund Management Limited Partnership, the Manager, Trez Capital Limited Partnership and the Mortgage Broker are the promoters of the Trust by reason of the initiative of their predecessors in forming and establishing the Trust and taking steps necessary for the public distribution of the Units. The directors and officers of the Manager and the Mortgage Broker are set out above. Affiliates and associates of the Manager and the Mortgage Broker may receive a portion of the Sales Fee. Neither the Manager nor the Mortgage Broker will receive any benefits, directly or indirectly from the issuance of the Units other than as described in this Offering Memorandum.

PRINCIPAL HOLDERS OF THE TRUST

To the knowledge of the Manager, no person directly or indirectly beneficially owns or controls 10% or more of the Units at March 31, 2019.

CAPITAL STRUCTURE

Structure

The Trust is an investment unit trust formed under the laws of the Province of British Columbia. The following are the details of the outstanding securities of the Trust at April 1, 2019:

Description of Security	Number Authorized to be Issued	Number Outstanding as at April 1, 2019
Series A Units	Unlimited	1,337,599
Series F Units	Unlimited	10,967,901
Series I Units	Unlimited	7,508,312
Total		19,813,812

Prior Sales and Redemptions

Pursuant to prior offerings, the following Units were sold for the 12 month period ending April 30, 2019:

Description of Security	Number of Securities Issued	Price per Security	Total Funds Received
Series A Units	717,356	\$10.00	7,173,557
Series F Units	6,531,541	\$10.00	65,315,414
Series I Units	4,427,248	\$10.00	44,272,479
			\$116,761,450

Pursuant to prior offerings, the following Units were redeemed for the 12 month period ending April 30, 2019:

Description of Security	Number of Securities Redeemed	Price per Security	Total Funds Paid
Series A Units	81,648	\$10.00	816,479
Series F Units	728,612	\$10.00	7,286,120
Series I Units	111,651	\$10.00	1,116,506
			\$9,219,105

The following table details redemptions outstanding:

	Year end		Year end		Period end	
	December 31, 2017		December 31, 2018		March 31, 2019	
	Units	\$	Units	\$	Units	\$
Units at beginning of period	5,210,755	52,107,550	8,512,313	85,123,135	17,163,213	171,078,512
Redemptions	968,953	9,689,533	693,595	6,935,949	295,967	2,959,669
Redemptions outstanding	66,702	667,025	49,745	497,449	123,267	1,232,670

SECURITIES OFFERED

Description of the Units Offered

Investments in the Trust are represented by Units. The Trust is permitted to have an unlimited number of Series of a single class of Units, having such terms and conditions as the Manager may determine. Each Unit represents an undivided beneficial interest in the net assets of the Trust. The Manager, in its discretion, determines the number of Series of Units and establishes the attributes of each Series, including investor eligibility, the designation and currency of each Series, the initial closing date and initial offering price for the first issuance of Units of the Series any minimum initial or subsequent investment thresholds, any minimum redemption amounts or minimum account balances, fees and expenses of the Series, sales or redemption charges payable in respect of the Series, redemption rights, convertibility among Series and any additional Series specific attributes.

The Trust may issue additional Units from time to time. Unitholders do not have any pre-emptive rights whereby additional Units proposed to be issued are first offered to existing Unitholders. The price or the value of the consideration for which Units may be issued will be determined by the Manager.

Each Unit of a Series entitles the holder to the same rights and potential liabilities as a holder of any other Unit of such Series and no Unitholder of a Series is entitled to any privilege, priority or preference in relation to any other Unitholders of such Series. Each Unitholder is entitled to one vote for each Unit held and, subject to an adjustment in a Unit's proportionate share as a result of the date of first issue of a Unit in the first Fiscal Year, is entitled to participate equally with respect to any and all distributions made by the Trust in respect of such Series, including distributions of Taxable Income (which they are required to receive their share of) and the non-taxable portion of net realized capital gains, if any. On termination, the Unitholders of record holding outstanding Units are entitled to receive all of the assets of the Trust remaining after payment of all debts, liabilities and liquidation expenses of the Trust up to an amount equal to the Subscription Price of such Units. See "Termination of the Trust".

Series

The Manager may create one or more new Series without Unitholder approval (provided same are within the investment objectives set out in the Declaration of Trust). Before the issue of a new Series, the Manager will execute a supplemental Declaration of Trust creating the new Series and the terms and investment objectives relating thereto. Any new Series created by the Manager shall:

- (a) be designated by letter or letters or letters and numbers; and
- (b) have Series' rights (including the rights of Redemption) established by the Manager.

No Series may have priority over any other Series, provided that the calculation of distributions and the Redemption price for each Series may differ.

The Trust is authorized to issue an unlimited number of redeemable non-transferable units of beneficial interest in Series, each of which represents an equal, undivided interest in the net assets of the Trust. The Trust is currently authorized to issue Series A Units, Series F Units and Series I Units. Fractional Units will not be issued.

Three Series of Units of the Trust are offered under this Offering Memorandum:

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

Series F Units are designed for investors who are enrolled in a dealer sponsored fee-for-service or wrap program and who are subject to an annual 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.

Series I Units are generally only available to investors who make large investments in the Trust. Series I investors pay a negotiated management fee. See "Directors, Management, Promoters and Principal Holders – Manager's Fees". A negotiated service fee may be payable by investors to a dealer who sells Series I Units. The Manager does not pay any sales commission to a dealer who sells Series I Units.

To be eligible to purchase Series I Units, investors must enter into an agreement with the Manager. This agreement will set out, among other things, the amount to be invested, the management fee payable to the Manager and the service fee payable to the dealer, if any. If the investor did not qualify to hold Series I Units when the investor originally purchased them, or is no longer eligible to hold Series I Units, the dealer must tell the Manager to switch the investor's units into Series A Units or Series F Units of the Trust, or to redeem them. The Manager also retains the right, at its sole discretion, to redeem or switch the Series I Units into Series A Units or Series F Units of the Trust if the Manager determines that the investor is not eligible to hold Series I Units of the Trust.

All Units of the same Series are entitled to participate pro rata: (i) in any payments or distributions made by the Trust to the Unitholders of the same Series; and (ii) upon liquidation of the Trust, in any distributions to Unitholders of the same Series of net assets of the Trust attributable to the Series remaining after satisfaction of outstanding liabilities of such Series.

Outstanding Units of any Series may be subdivided or consolidated in the Manager's discretion. The Manager may re-designate units of a Series as Units of any other Series.

Foreign Exchange and Hedging Policy

The Trust may invest up to 50% of its assets in US dollar denominated Mortgage loan investments. In order to mitigate the adverse effects of currency exchange fluctuations, the Trust will undertake currency hedging transactions. US dollar denominated loan investments are typically hedged by way of forward foreign exchange swaps with maturities of approximately one month, or such other term determined by the Manager, for the maximum benefit of Unitholders. There are costs relating to entering into such hedging transactions, which include the interest rate differential between the Canadian and U.S. interest rates. These costs are borne by the Trust.

The cost of hedging is allocated to all Series.

No Transfer of Units

Units will not be transferable, except by operation of law (such as the death or bankruptcy of a Unitholder) or in circumstances where the Manager deems it appropriate to do so in its absolute discretion. As well, securities laws will restrict, and may prohibit, transfer of Units. To dispose of Units, a Unitholder must have them redeemed. No transfer of Units will be effective or recognized by the registrar and transfer agent of the Trust unless and until a transfer form in the form prescribed in the Declaration of Trust has been duly completed and signed by the Unitholder, as transferor, and by the transferee and delivered to the registrar and transfer agent. The transferee, by executing the transfer form: (i) acknowledges that he or she agrees to be bound by the terms of the Declaration of Trust and is liable for all obligations of a Unitholder; (ii) makes certain representations and warranties that the transferee is not a "non-resident" for purposes of the Tax Act and is not a "non-Canadian" for purposes of the *Investment Canada Act* and that the transferee will maintain such status during such time as Units are held by the transferee; and (iii) irrevocably ratifies and confirms the power of attorney given to the Manager pursuant to the transfer form. Pursuant to the provisions of

the Declaration of Trust, when the transferee has been registered as a Unitholder, the transferee will be subject to the obligations and entitled to the rights of a Unitholder thereunder.

Liquidity

There is no market through which the Units may be sold. No market is expected to develop. Investors may find it difficult or impossible to sell their Units. However, Unitholders may exercise their right of Redemption. See "Unitholder's Right to Redeem". There are no assurances, however, that funds will be available to permit the Manager to honour requests for Redemption. A Redemption Notice for an amount exceeding the Net Asset Value of the Units may cause the Manager to delay redemption and ultimately to terminate the Trust. See "Summary of Declaration of Trust – Termination of the Trust".

Consolidation and Subdivision

Units may be consolidated or subdivided by the Trustee at the direction of the Manager.

Unitholder's Right to Redeem

Units may be surrendered to the Manager by entering a request for redemption, which may be entered on the FundSERV network where Units were purchased through that network. A Unitholder is entitled to, at any time, or from time to time, redeem ("**Redemption**") all or any of the Unitholder's Units in increments of not less than \$1,000, by giving 30 days' written notice to the Manager, which notice shall be irrevocable and shall contain a clear request that a specified number of Units be redeemed or the dollar amount which the Unitholder requires to be paid. If a Unitholder, after Redemption, holds Units with a value of less than \$1,000, the Unitholder must redeem all of his or her investment. The Manager may, in its absolute discretion, redeem the Units of the Unitholder if such Units have a value of less than \$1,000. The form of notice may be obtained from the Manager. Payment will be made using the FundSERV network where Units were purchased through that network.

Suspension of Redemptions

The Manager also may from time to time suspend Redemptions and/or terminate the Trust when the Redemption price exceeds the Net Asset Value per Unit. The Manager is not obligated to accept Redemption notices for amounts exceeding, in aggregate, 5% of the Net Asset Value of the Trust at such time, in any one calendar month.

The Manager may suspend the Redemption of Units, or postpone the day of payment or right of Redemption, for a period of not more than 180 days, for or during any period during which the Manager determines that conditions exist which render impractical the sale of the assets of the Trust or impair the ability of the Manager to determine the value of the assets held by the Trust. Any such suspension shall take effect at such time as the Manager specifies and thereafter there shall be no redemption of Units during the 180 day period until the Manager declares the suspension at an end.

The suspension may apply to all requests for Redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All Unitholders making such requests will be advised by the Manager of the suspension and that the Redemption will be effected at a price determined on the first Business Day following the termination of the suspension. All such Unitholders will have and will be advised that they have the right to withdraw their requests for Redemption. The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over the Trust, any declaration of suspension made by the Trustee or Manager will be conclusive.

Short Term Trading

In order to protect the interests of the remaining Unitholders in the Trust and to discourage short term trading in the Trust, Unitholders will be subject to a short term trading deduction. If a Unitholder redeems Units during the first year

after purchasing Units, the Trust will deduct and retain, for the benefit of the remaining Unitholders in the Trust, 1% of the Subscription Price of the Units being redeemed.

Redemption at the Demand of the Manager

At no time may non-residents of Canada and/or partnerships that are not Canadian partnerships within the meaning of the Tax Act (or any combination thereof) (collectively, "**non-residents**") be the beneficial owners of a majority of the Units (on a number of Units or on a fair market value basis), and the Manager will 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 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 Units then outstanding (on a number of 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 Units (on a number of 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 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 Units or a portion thereof within a specified period of not less than 30 days. If the Unitholders receiving such notice have not disposed of the specified number of Units or provided the Manager with satisfactory evidence that they are not non-residents within such period, the Manager may, on behalf of such Unitholders, redeem such Units at the Subscription Price and, in the interim, will suspend the voting and distribution rights attached to such Units. Upon such Redemption, the affected holders will cease to be beneficial holders of Units and their rights shall be limited to receiving the net proceeds of Redemption of such Units.

If at any Distribution Payment Date there are insufficient funds to pay the Trailer Fee from the distribution otherwise payable to Series A Unitholders, the Manager will redeem a sufficient number of Units from each Series A Unitholder to pay the Trailer Fee payable by such Series A Unitholder.

SUBSCRIPTION FOR UNITS

The 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 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.

Every person who subscribes for Units will be required to complete and deliver to the Trust a Subscription form which can be found at www.trezcapital.com, together with payment of the subscription price in the manner therein described.

Subscriptions received will be subject to rejection or allotment by the Trust in whole or in part, in the Manager's sole discretion. The Trust is not obliged to accept any subscription. If a subscription is not accepted, the Trust will promptly return to the subscriber the Subscription Agreement and the money comprising such subscription. Confirmation of acceptance of a subscription will be forwarded to the subscriber or, if applicable, to the registered dealer by the Trust. The Trust reserves the right to close the subscription books at any time without notice.

SUBJECT TO THE FOREGOING, ALL SUBSCRIPTION DOCUMENTS SHOULD BE REVIEWED BY PROSPECTIVE SUBSCRIBERS AND THEIR PROFESSIONAL ADVISERS PRIOR TO SUBSCRIBING FOR UNITS.

Subscription Procedure

Subscribers may subscribe for Units in this Offering by delivering the following documents to the Trust at the address shown in the Subscription Agreement:

- (a) an executed Subscription Agreement; and
- (b) a cheque, bank draft, FundSERV settlement or wire transfer made payable to "Trez Capital Prime Trust" in the amount of the subscription price for the Units.

The Trust will hold subscription funds in trust until midnight on the second Business Day after the day on which it received a signed Subscription Agreement. After this, the Trust will hold the subscription funds in trust pending a closing under this Offering.

The Trust may collect, use and disclose individual personal information in accordance with the privacy policy of the Trust and will obtain consent to such collection, use and disclosure from time to time as required by its policy and the law.

The Trust anticipates that there will be multiple closings. The Trust may close any part of this Offering on any date as it may determine in its sole business judgment. The Trust reserves the right to accept or reject in whole or in part any subscription for Units and the right to close the subscription books at any time without notice. Any monies for subscription that are not accepted will be promptly returned after it has been determined not to accept the investment. At a closing of this Offering, the Trust will provide direct subscribers with a confirmation of their subscription for Units, provided the Subscription Price has been paid in full. A subscriber who purchases Units through a registered dealer will receive a customer confirmation from the registered dealer from or through which the Units were purchased.

Subscribers should carefully review the terms of the Subscription Agreement for more detailed information concerning the rights and obligations of subscribers and the Trust. Execution and delivery of a Subscription Agreement will bind subscribers to the terms thereof, whether executed by Subscribers or by an agent on their behalf. Subscribers should consult with their own professional advisors. See "Risk Factors".

Qualified Unitholders

The Manager is offering for sale an unlimited number of Units on a continuous basis in each of the Provinces of Canada and Territories by way of private placement.

The offering is being conducted:

- (a) in all the Provinces and Territories, pursuant to the exemptions from the prospectus requirements afforded by Sections 2.3, 2.9 and 2.10 of National Instrument 45-106 – Prospectus Exemptions ("**NI 45-106**") and section 73.3 of the Securities Act (Ontario).

The exemption pursuant to Section 2.3 of NI 45-106 is available for distributions to investors purchasing as principal and who are "accredited investors" as defined in NI 45-106 and section 73.3 of the *Securities Act* (Ontario). Certain accredited investors will be required to sign a risk acknowledgement in the form attached as Appendix B to the Subscription Agreement.

The exemption pursuant to Section 2.10 of NI 45-106 is available for distributions to investors purchasing as principals where (i) the trade in a security that has an aggregate acquisition cost to the investor of not less than \$150,000, paid in cash at the time of acquisition, and (ii) the investor is not an individual.

The exemption pursuant to Section 2.9 of NI 45-106 is available for distributions only to investors purchasing as principals, who receive this Offering Memorandum prior to signing the Subscription Agreement and who sign a risk acknowledgement in prescribed form attached as Appendix A to the Subscription Agreement.

In Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon, an investor must qualify as an "eligible" investor to purchase more than \$10,000 of Units when relying on the Offering Memorandum exemption. In the provinces of Alberta, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan, investors relying on the Offering Memorandum exemption must complete the schedules in the Risk Acknowledgement Form attached to the Subscription Agreement. Depending on the circumstances of each investor in those provinces, certain investment limits will apply to all Units acquired under the Offering Memorandum exemption as follows:

- in the case of a "non-eligible" investor that is an individual, the acquisition cost of all Units acquired by the purchaser under the Offering Memorandum exemption in the preceding 12 months cannot exceed \$10,000;

- in the case of an "eligible" investor that is an individual, the acquisition cost of all Units acquired by the purchaser under the Offering Memorandum exemption in the preceding 12 months cannot exceed \$30,000;
- in the case of an "eligible" investor that is an individual and that receives advice from a portfolio manager, investment dealer or exempt market dealer that the investment above \$30,000 is suitable, the acquisition cost of all Units acquired by the purchaser under the Offering Memorandum exemption in the preceding 12 months cannot exceed \$100,000.

The foregoing exemptions relieve the Trust from the provisions of the applicable securities laws of each of the Provinces of Canada and the Northwest Territories, Yukon and Nunavut, which otherwise would require the Trust to file and obtain a receipt for a prospectus. Accordingly, prospective investors for Units will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The Manager is registered as an exempt market dealer in various provinces of Canada, which allows the Manager, on behalf of the Trust, to offer the Units for sale directly to the investors. The Trust may also use qualified dealers or brokers to sell Units and may enter into non-exclusive agency agreements with such brokers or dealers in connection with such sales. Depending on provincial requirements, brokers or dealers used by the Trust may be required to be registered as exempt market dealers pursuant to National Instrument 31-103 – Registration Requirements, Exemptions and Ongoing Registration Obligations of the Canadian Securities Administrators.

Acceptance of Subscriptions

Subscriptions received are subject to rejection or allotment in whole or in part by the Manager on behalf of the Trust generally within 30 days of their receipt by the Manager. The minimum subscription is 500 Units (\$5,000). The Manager reserves the right to close the subscription books at any time without notice. Confirmation of the acceptance of a subscription will be forwarded by the Manager to the investor. The Manager is not obligated to accept any subscriptions, and will reject any subscription which the Manager considers to be not in compliance with applicable securities laws and regulations. If any subscription is rejected, the Manager will return to the investor promptly after making the decision to reject the subscription, the Subscription Agreement, any other documentation delivered by the investor, and the subscription funds comprising such subscription.

Subject to the contractual rights of action, and a two day right of withdrawal for certain investors provided for herein, and subject to applicable securities laws, the investor's subscription may not be withdrawn, cancelled, terminated or revoked by the investor for a period of 30 days from the date of receipt of the subscription by the Manager, unless previously accepted by the Manager.

Units will be issued to an investor if a Subscription Agreement substantially in the form prescribed by the Manager from time to time is received by the Trust and accepted by the Manager and if payment of the subscription price is made by cheque or bank draft. Units will be issued at a price of \$10.00 per Unit, subject in all cases to the minimum investment levels described above. An investor who subscribes for Units by executing and delivering a Subscription Agreement will become a Unitholder after the Manager accepts such subscription and the Trust has received the subscription price.

Additional Investments

The minimum additional subscription is \$1,000 or such greater amount as may be otherwise required to comply with applicable securities laws or as may be prescribed by the Manager.

No Unit Certificates

Certificates evidencing ownership of the Units will not be issued to a Unitholder.

FINANCIAL STATEMENTS

Attached to this Offering Memorandum are the audited financial statements of the Trust for the year ended December 31, 2018.

INCOME TAX CONSIDERATIONS

In the opinion of Thorsteinssons LLP, tax counsel to the Trust, the following is a fair summary of the principal Canadian federal income tax considerations generally relevant to individual investors who, for purposes of the Tax Act, are resident in Canada, deal at arm's length with the Trustee and Manager and beneficially hold their Units as capital property.

This summary is based on the current provisions of the Tax Act and the regulations under it, all publicly announced proposals to amend the Tax Act and its regulations, and the published administrative practices of the Canada Revenue Agency. It is assumed that all amendments will be passed as proposed. It is assumed that all amendments will be passed as proposed. This summary is also based on the assumptions that (i) none of the Mortgages will be a "tax shelter investment" within the meaning of section 143.2 of the Tax Act; (ii) the Trust will not acquire any Mortgage that would cause the Trust to become a SIFT trust within the meaning of subsection 122.1(1) of the Tax Act; (iii) none of the Mortgages will be property that would be "taxable Canadian property" within the meaning of the Tax Act (without reference to paragraph (b) thereof); and (iv) none of the Mortgages will be an interest in an "offshore investment fund property" pursuant to section 94.1 of the Tax Act.

This summary is of a general nature and is not intended to be exhaustive. It does not take into account provincial, territorial or foreign tax laws. **Investors should consult their own tax advisers with respect to all 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 Units in the Trust.**

Status of the Trust

The Manager and Trustee have advised tax counsel that they expect the Trust at all times to meet the conditions to be a "mutual fund trust" as that term is defined under the Tax Act. The Trust was registered as a "registered investment" with effect from January 1, 2007. This summary is based on the assumption that the Trust is and, at all material times, will be a mutual fund trust and a "registered investment".

Taxation of the Trust

The Trust must pay tax on its Taxable Income for each of its taxation years, except to the extent such amounts are distributed to Unitholders. Losses incurred by the Trust cannot be allocated to Unitholders but may be deducted in computing the Taxable Income of the Trust in future years in accordance with the Tax Act. The Declaration of Trust requires the Trust to distribute, in cash and Units, all of its Taxable Income each year, so that the Trust will not pay any tax under Part I of the Tax Act.

The Trust is required to include in its income for a taxation year all interest that accrues (or is deemed to accrue) to it to the end of that year (or until the disposition of the indebtedness in the year) or that has become receivable or is received by the Trust before the end of that year, including on a conversion, redemption or repayment on maturity, except to the extent that such interest was included in computing the Trust's income for a preceding year and excluding any interest that accrued prior to the time of the acquisition of the indebtedness by the Trust. Upon the actual or deemed disposition of indebtedness, the Trust will be required to include in computing its income for the year of disposition all interest that accrued on such indebtedness from the last interest payment date to the date of disposition except to the extent such interest was included in computing the Trust's income for that or another taxation year and such interest will not be included in the proceeds of disposition for purposes of computing any gain or loss.

In the event the Trust ceases to qualify as a mutual fund trust under the Act and a Unitholder is a "designated beneficiary" of the Trust in a taxation year of the Trust, the "designated income" of the Trust for that taxation year will be subject to tax under Part XII.2 of the Tax Act at the current rate of 40%. A portion of the Part XII.2 tax paid by the Trust will, if the Trust makes a designation in its tax return, be credited against tax otherwise payable by Unitholders who are not designated beneficiaries of the Trust. A "designated beneficiary" is defined in the Tax Act to include non-residents of Canada, certain tax-exempt entities and certain trusts. "Designated income" is defined in the Tax Act to include, generally, taxable capital gains from the disposition of taxable Canadian property, and income from Canadian businesses and real estate. The Manager and the Trustee do not expect that the Trust will earn designated income.

To the extent the Trust's investments include assets denominated in currencies other than Canadian dollars, the cost and proceeds of disposition of such assets, income and any other relevant amounts must be determined for purposes of the Tax Act in Canadian dollars, and the Trust may therefore recognize gains or losses by virtue of fluctuations in the value of foreign currencies relative to Canadian dollars. To the extent the Trust derives income or gains from investments in countries other than Canada, the Trust may be liable to pay income or profits tax to such countries and the utilization of credits or deductions in respect of foreign tax so paid is subject to special rules and restrictions under the Tax Act. Each taxable Unitholder will generally be entitled to a tax credit for any foreign taxes paid by the Trust in respect of the Unitholder's of income from foreign sources.

The Tax Act imposes tax on trusts that are "specified investment flow-through trusts" or "SIFT trusts". In order to qualify as a SIFT trust, a trust must meet three conditions: it must be resident in Canada; investments in the trust must be listed or traded on a stock exchange or other public market; and the trust must hold one or more "non- portfolio properties". As units of the Trust are not listed or traded on a stock exchange or other public market, the Trust is not a SIFT trust and will not be liable to tax under the Tax Act as such.

If the Trust ceases to qualify as a "mutual fund trust" and holds at the end of any month property that is not a "qualified investment" for the type of Deferred Plan that holds Units, the Trust will be liable for a penalty tax under Part X.2 of the Tax Act equal to 1% of the fair market value of such property at the time of its acquisition. The Declaration of Trust prohibits the Trust from holding any property that would cause the Units of the Trust to cease to be "qualified investment" for a Deferred Plan.

Taxation of Unitholders

Each Unitholder will be required to include in computing the Unitholder's income for a particular year the portion of the Taxable Income of the Trust for the year distributed in cash and Units to the Unitholder (including any amounts distributed on the redemption of Units). Each year the Trust will advise each Unitholder of the share of the Taxable Income of the Trust distributed to that Unitholder.

Any amount distributed to a Unitholder in a year in excess of the Taxable Income of the Trust is not included in computing the Unitholder's income for the year. Under the Tax Act, the Trust is permitted to deduct in computing its income for a taxation year an amount that is less than the amount of its distributions for the calendar year in which such taxation year ends. This will enable the Trust to utilize, in a taxation year, losses from prior years. The amount distributed to a Unitholder but not deducted by the Trust will not be included in the Unitholder's income. However, the payment of any such excess amount, other than as proceeds of disposition of a Unit or a part thereof, will reduce the adjusted cost base to the Unitholder of the Unitholder's Units except to the extent that such amount relates to the non-taxable portion of the net realized capital gains of the Trust distributed to the Unitholder. If the amounts deducted from the adjusted cost base of the Unit exceed the adjusted cost base of the Unit, the excess is deemed to be a capital gain realized by the Unitholder. The adjusted cost base of the Unit is then reset to nil. As the Trust will generate its income principally from interest on mortgages, it is unlikely that the Trust will receive dividends or that it will realize capital gains (the Trust will treat gains or losses on currency conversions between Canadian and U.S. dollars as being on income account). However, if the Trust receives dividends or capital gains, the Trust intends to make designations under the Tax Act so that taxable dividends received from taxable Canadian corporations, and net realized capital gains distributed to Unitholders will retain their character when distributed to Unitholders. Distributed amounts that retain their character as taxable dividends on shares of taxable Canadian corporations will be subject to the normal gross-up and dividend tax credit rules in the Tax Act applicable to individuals. The Trust will carry out hedging transactions in respect of Investments denominated in currencies other than Canadian dollars which are intended to

reduce gains or losses resulting from fluctuations in the value of foreign currencies relative to Canadian dollars. The Trust intends to make a designation under the Tax Act so that income from foreign sources will retain its character when distributed to Unitholders. Each taxable Unitholder will generally be entitled to a tax credit for any foreign taxes paid by the Trust in respect of that Unitholder's share of income from foreign sources.

On a redemption or other disposition of Units, including a redemption of Units on the termination of the Trust, the Unitholder will realize a capital gain (or capital loss) equal to the amount by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Unitholder of those Units immediately before the disposition. All relevant amounts must be determined in Canadian dollars at the appropriate exchange rate for the particular transaction. The adjusted cost base of a Unit is equal to the total adjusted cost base of all of the Unitholder's Units divided by the number of Units held. If the Unitholder acquires Units of the same Series at separate times, the cost of each Unit in that Series owned by the Unitholder will be determined by averaging the cost of those Units acquired with the adjusted cost base of the Units of the same Series then owned by the Unitholder. Any additional Units acquired by a Unitholder, including in satisfaction of a distribution, have an initial cost to the Unitholder equal to the value of the Units or the amount of the distribution so satisfied, as the case may be. Generally, the total adjusted cost base of Units in the same Series will be equal to the total cost of all Units in the Series acquired by the Unitholder minus the adjusted cost base of Units in the Series previously redeemed or otherwise disposed of and the amount by which the adjusted cost base of Units in the Series is required to be reduced on account of distributions made by the Trust to the Unitholder, as described above. Unitholders are responsible for tracking their adjusted cost base. One-half of any capital gain realized by a Unitholder on the disposition of Units must be included in the Unitholder's income as a taxable capital gain. One-half of a capital loss is an allowable capital loss, which may be deducted from taxable capital gains realized by the Unitholder in a year. Allowable capital losses of a Unitholder that exceed taxable capital gains of the Unitholder in a year may be carried back three years or forward indefinitely and deducted against net taxable capital gains realized in those earlier or later years to the extent and in the circumstances specified in the Tax Act.

Any consolidation of Units is not a taxable event to a Unitholder. The adjusted cost base of the Unitholders' consolidated Units will be equal to the result obtained when the adjusted cost base of a Unitholder's Units immediately prior to the time of consolidation is divided by the number of Units the Unitholder holds immediately after consolidation.

The Tax Act provides for an alternative minimum tax applicable to individuals (including certain trusts and estates) resident in Canada, which is computed by reference to an adjusted taxable income amount. Eighty percent of capital gains (net of capital losses) and the actual amount of taxable dividends (not including any gross-up) are included in adjusted taxable income. Any additional tax payable by an individual under the minimum tax provisions may be carried forward and applied against certain tax otherwise payable in any of the seven immediately following taxation years; however this carry forward amount will only be creditable in a particular year to the extent that the individual's tax payable for the year, calculated without reference to the minimum tax provisions, exceeds the tax payable under the minimum tax provisions for the year. Amounts distributed by the Trust that are taxable dividends from taxable Canadian corporations or the taxable portion of net realized capital gains, and capital gains realized on the disposition of Units, may result in the Unitholder being liable to alternative minimum tax, or increase the Unitholder's liability for alternative minimum tax.

Investment by Deferred Plans

Units of the Trust will constitute a "qualified investment" under the Tax Act for Deferred Plans so long as the Trust qualifies as a mutual fund trust for purposes of the Tax Act.

Even if the Units are qualified investments for Deferred Plans, the Units of the Trust will be a "prohibited investment" for Unitholders who hold Units in tax-free savings accounts, registered retirement savings plans, registered retirement income funds, registered disability savings plans and registered education savings plans if, among other things, the holder has a "significant interest" in the Trust. A Unitholder will have a significant interest in the Trust if the Unitholder, either alone or together with persons and partnerships with which the Unitholder does not deal at arm's length, holds interests in the Trust that have a fair market value of at least 10% of the value of all the beneficial interests in the Trust. The interest of a Unitholder who holds less than 10% of the beneficial interests in the Trust cannot be a prohibited investment.

Prospective Unitholders should consult with their own tax advisors as to whether units of the Trust would be prohibited investments under the Tax Act in their particular circumstances.

COMPENSATION PAID TO SELLERS AND FINDERS

Selling Commissions

The Trust and the Manager do not charge a fee or commission when investors purchase Units of the Trust.

The Trust will pay a Trailer Fee to registered dealers in respect of the Series A Units, payable monthly in arrears. The amount of the Trailer Fee will be deducted from distributions to Series A Unitholders.

Investors should note that authorized brokers, dealers or advisors may charge investors an upfront selling commission (estimated to be up to 5% of the Subscription Price) at the time of purchase of Units, which may reduce the amount of money invested in the Trust.

Short Term Trading Deduction

In order to protect the interest of the remaining Unitholders in the Trust and to discourage short term trading in the Trust, Unitholders will be subject to a short term trading deduction. If a Unitholder redeems Units of the Trust within one year of purchasing such Units, the Trust will deduct and retain, for the benefit of the remaining Unitholders in the Trust, 1% of the Subscription Price of the Units being redeemed.

Dealer Compensation

As set out under "Selling Commissions" above, brokers, dealers or advisors selling Units of the Trust may charge investors a commission at the time of purchasing 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 Series A Units. The Trailer Fees are accrued and paid monthly at the current annual rate of 1.0% of the Subscription Price per Unit of the Series A Units held by clients of the authorized broker, dealer or advisor. The Trailer Fee is calculated based on the Subscription Price of the Units for each calendar month. The Trailer Fee will not be paid if the Units are redeemed. Trailer Fees are calculated monthly and payable, on or about 10 days following the last day of each calendar month. The amount of the Trailer Fee will be deducted from distributions otherwise payable to Series A Unitholders. The Trust may, from time to time, pay the Trailer Fee more frequently than monthly, in which event the Trailer Fee will be pro-rated for the period to which it relates.

Investors who purchase Series I Units through a dealer pay their dealer a negotiated service fee, and a lower Management Fee is paid to the Manager by the Trust.

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.

RISK FACTORS

The purchase of Units involves a number of risk factors. An investor should reach a decision to invest in the Trust after careful consideration with his or her 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 Unitholders should consider an investment in the Trust within the overall context of their investment policies. Investment policy 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 Units Determined By Reference to Mortgage Portfolio

Unitholders' returns will be determined by the returns generated by the Mortgage Portfolio. The return on the Units may decrease as well as increase. The Trust makes no representation as to any return that a Unitholder will earn on the Units and there can be no assurance that information on the Mortgage Broker or the Mortgage Portfolio 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.

Changes in Real Estate Values

The Trust's investments in Prime Mortgage loans will be secured by real estate, the value of which can fluctuate. The value of real estate is affected by general economic conditions, local real estate markets, the attractiveness of the property to tenants/purchasers, competition from other available properties, fluctuations in market pricing and occupancy rates, operating expenses and other factors. The value of income-producing real property may also depend on the credit worthiness and financial stability of the borrowers and/or the tenants. Changes in market conditions may decrease the value of the secured property and reduce the actual or projected cash flow from the property, thereby affecting the ability of the borrower to service the debt and/or repay the loan. In particular, disruptions to the credit and financial markets worldwide and local economic disruptions in areas where the borrowers of the Mortgage loans are located may adversely affect the value of the real estate on which the Mortgage loans are secured and the ability of the borrowers to repay the Mortgage loans and thereby negatively affect the Trust's business.

A substantial decline in value of real property provided as security for a Mortgage may cause the value of the property to be less than the outstanding principal amount of the Mortgage loan. Foreclosure by the Trust on any such Mortgage loan might not provide the Trust with proceeds sufficient to satisfy the outstanding principal amount of the Mortgage loan.

While independent appraisals are generally required before the Trust may make any Prime Mortgage investments, the appraised values provided, even where reported on an "as is" basis, are not necessarily reflective of the market value of the underlying real property, which may fluctuate. In addition, the appraised values reported in independent appraisals may be subject to certain conditions, including the completion of construction, rehabilitation, remediation or leasehold improvements on the real property providing security for the loan. There can be no assurance that these conditions will be satisfied and if, and to the extent they are not satisfied, the appraised value may not be achieved. Even if such conditions are satisfied, the appraised value may not necessarily reflect the market value of the Real Property at the time the conditions are satisfied.

Concentration and Composition of the Mortgage Portfolio

The Mortgage Portfolio will be invested in Prime Mortgages, although the Trust also may hold some cash and cash equivalents. Given the concentration of the Trust's exposure to Mortgages, the Trust will be more susceptible to adverse economic or regulatory occurrences affecting Real Property than an investment fund that holds a diversified portfolio of securities. As at December 31, 2018, 7.14% of the Trust's Mortgage Portfolio by number of Mortgages and 10.74% of the Trust's Mortgage Portfolio by dollar amount relate to Mortgages granted to one borrower. Given the concentration of the Trust's exposure to this borrower, the Trust will be more susceptible to adverse financial circumstances affecting this borrower than a mortgage investment entity that does not have its Mortgage investments concentrated with a small number of borrowers. Investments in Mortgages are relatively illiquid. Such illiquidity will tend to limit the Trust's ability to vary the Mortgage Portfolio promptly in response to changing economic or investment conditions.

The investment objectives and investment restrictions of the Trust permit the assets of the Trust to be invested in a broad spectrum of Mortgages. Therefore, the composition of the Mortgage Portfolio may vary widely from time to time, subject to the investment objectives and investment restrictions of the Trust. The Mortgage Portfolio will be

invested and may from time to time be concentrated by location of the properties, type of property, or other factors resulting in the Mortgage Portfolio being less diversified than at other times. As a result, the returns generated by the Mortgage Portfolio may change as its composition changes.

No Market

There is no market for the Units and a market for the Units is not expected to develop. Units will not be transferable, except by operation of law (such as the death or bankruptcy of a Unitholder) or in circumstances where the Manager deems it appropriate to do so in its absolute discretion. As well, securities laws will restrict, and may prohibit, transfer of Units. See "Resale Restrictions".

Investments Not Guaranteed or Insured

There can be no assurance that Mortgage loans of the Trust will result in a guaranteed rate of return or any return to Unitholders or that losses will not be suffered on one or more Mortgage loans. Moreover, at any point in time, the interest rates being charged for Mortgages are reflective of the general level of interest rates and, as interest rates fluctuate, it is expected that the aggregate yield on Mortgage investments will also change.

A Mortgage borrower's obligations to the Trust or any other person are not guaranteed by the Government of Canada, the government of any province or any agency thereof nor are they insured under the *National Housing Act* (Canada). In the event that additional security is given by the borrower or a third party or that a private guarantor guarantees the Mortgage borrower's obligations, there is no assurance that such additional security or guarantee will be sufficient to make the Trust whole if and when resort is to be had thereto. Further, Units are not "deposits" within the meaning of the *Canadian Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of that Act or any other legislation.

Lack of Liquidity

An impairment of liquidity within the financial markets, such as the extraordinary credit crisis which commenced in 2008, could affect the ability of the Trust's borrowers to refinance and pay out the Mortgages in the Mortgage Portfolio when due. If a similar crisis were experienced, the Manager expects an impairment of liquidity will occur within the financial markets and this lack of liquidity may require that the Trust suspend the Redemption of its Units.

Subordinate Financing

The Trust may take a junior position in a first Mortgage wherein a third party participates in a senior position. See "Mortgage Tranching". The senior portion in the Mortgage will be given priority for payment in return for receiving less interest than the stipulated rate of the Mortgage thereby increasing the risk to the junior position for potential full recovery of its interest and principal in the event of default. If a foreclosure action is taken to sell the Real Property and sufficient proceeds are not realized from such sale to pay off all creditors who have a first ranking charge on the Real Property, the holder of a junior charge may lose his investment or part thereof to the extent of such deficiency unless he can otherwise recover such deficiency from other property owned by the debtor.

Degree of Leverage

The Trust's degree of leverage could have important consequences to Unitholders. For example, the degree of leverage could affect the Trust's ability to obtain additional financing in the future for working capital, capital expenditures, or other general purposes, making the Trust more vulnerable to a downturn in business or the economy in general.

Sensitivity to Interest Rates

It is anticipated that the market price for the Units and the value of the Mortgage Portfolio at any given time may be affected by the level of interest rates prevailing at such time. The Trust's income will consist primarily of interest payments on the Mortgages comprising the Mortgage Portfolio. If there is a decline in interest rates (as measured by the indices upon which the interest rates of the Trust's Mortgages are based), the Trust may find it difficult to purchase

additional Mortgages bearing rates sufficient to achieve the targeted payment of distributions on the Units. There can be no assurance that an interest rate environment in which there is a significant decline in interest rates would not adversely affect the Trust's ability to maintain distributions on the Units at a consistent level. As well, if interest rates increase, the value of the Trust's Mortgage Portfolio may be negatively affected.

Fluctuations in Capitalization Rates

As interest rates fluctuate in the lending market, generally so too do capitalization rates which affect the underlying value of real estate. As such, when interest rates rise, generally capitalization rates should be expected to rise. Over the period of investment or development, gains and losses at the time of disposition can occur due to the increase or decrease of these capitalization rates.

Severe Weather Conditions and Natural Disasters

The occurrence of unpredictable and severe weather conditions may have adverse impacts on the Trust's investments and financial condition. Severe weather conditions and natural disasters may negatively impact, among other things, land values, rates of default, capitalization rates, foreclosure rates and insurance costs and may require rehabilitation costs for damaged properties or cause delays in the completion of projects that may directly or indirectly be part of the Trust's Mortgage portfolio

Cross-Border Risk

Some of the Trust's Mortgages are, and will continue to be, made in the U.S. As the Trust continues to expand its existing cross-border Mortgages, it may face cross-border risks, including risks relating to political policy changes, staffing and managing cross-border investments, tariffs and other trade barriers, differing and potentially adverse tax implications, increased and conflicting regulatory compliance, and challenges caused by distance and cultural difference.

Tax Matters

The return on the Unitholder's investment in 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. To the extent the Trust earns income in the United States, it is also exposed to changes in U.S. federal and state tax laws, tax proposals, other governmental policies or regulations and U.S. 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 in either country, will not be changed in a manner which will fundamentally alter the tax consequences to Unitholders acquiring, holding or disposing of Units.

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

Hedging

The Trust enters into hedging transactions relating to investments denominated in U.S. dollars to manage the risks from changes in currency conversion. Hedging instruments allow the Manager to reduce, but not eliminate, the potential effects of the variability in cash flow from fluctuations in currency conversion. The Manager's hedging strategy and future hedging transactions will be determined at its discretion. Hedging of U.S. dollar investments may not perfectly offset fluctuations in the Canadian-U.S. dollar exchange rate.

Risks Related to Mortgage Extensions and Mortgage Defaults

The Manager may from time to time deem it appropriate to extend or renew the term of a Mortgage loan past its maturity, or to accrue the interest on a Mortgage loan, in order to provide the borrower with increased repayment flexibility. The Manager generally will do so if it believes that there is a very low risk to the Trust of not being repaid

the full principal and interest owing on the Mortgage loan. In these circumstances, however, the Trust is subject to the risk that the principal and/or accrued interest of such Mortgage loan may not be repaid in a timely manner or at all, which could affect the cash flows of the Trust during the period in which it is granting this accommodation. Further, in the event that the valuation of the asset has fluctuated substantially due to market conditions, there is a risk that the Trust may not recover all or substantially all of the principal and interest owed to the Trust in respect of such Mortgage loan.

When a Mortgage loan is extended past its maturity, the loan can either be held over on a month-to-month basis, or renewed for an additional term at the time of its maturity. Notwithstanding any such extension or renewal, if the borrower subsequently defaults under any terms of the loan, the Manager has the ability to exercise its Mortgage enforcement remedies in respect of the extended or renewed Mortgage loan. In addition, as a result of potential declines in real estate values, in particular given the current economic environment, there is no assurance that the Trust will be able to recover all or substantially all of the outstanding principal and interest owed to the Trust in respect of such Mortgages by exercising its Mortgage enforcement remedies. Should the Trust be unable to recover all or substantially all of the principal and interest owed to the Trust in respect of such Mortgage loans, the Net Asset Value of the Trust would be reduced, and the returns, financial condition and results of operations of the Trust could be adversely affected.

Foreclosure and Related Costs

One or more borrowers could fail to make payments according to the terms of their loans, and the Trust could therefore be forced to exercise its rights as mortgagee. The recovery of a portion of the Trust's assets may not be possible for an extended period of time during this process and there are circumstances where there may be complications in the enforcement of the Trust's rights as mortgagee. Legal fees and expenses and other costs incurred by the Trust in enforcing its rights as mortgagee against a defaulting borrower are usually recoverable from the borrower directly or through the sale of the mortgaged property by power of sale or otherwise, although there is no assurance that they will actually be recovered. In the event that these expenses are not recoverable they will be borne by the Trust.

Furthermore, certain significant expenditures, including property taxes, capital repair and replacement costs, maintenance costs, Mortgage payments, insurance costs and related charges must be made through the period of ownership of real property regardless of whether the property is producing income or whether Mortgage payments are being made. The Trust may therefore be required to incur such expenditures to protect its investment, even if the borrower is not honoring its contractual obligations.

The Trust intends to hold any U.S. foreclosure property through a wholly-owned United States corporate subsidiary to prevent the Trust from having a "permanent establishment" in the U.S. for income tax treaty purposes. If the Trust were to be treated as having a permanent establishment in the United States, the income tax consequences to the Trust could be materially and adversely affected.

Reliance on the Manager/Mortgage Broker

The Trust will be highly dependent upon the good faith, experience and judgment of the directors and officers of the Manager and the Mortgage Broker to manage the business and affairs of the Trust. The loss of services of key personnel of the Manager and/or Mortgage Broker could adversely affect the Trust. Unitholders have no right to take part in the management of the Trust.

Very Limited Role of the Board of Governors

The role of the Board of Governors is generally advisory in nature and it does not involve itself in the day to day management of the Trust. Its duties differ from those of the board of directors of a corporation. Its responsibilities are limited to those expressly set forth in the Declaration of Trust and substantially all powers, authorities and responsibilities in respect of the Trust are those of the Manager.

Restrictions on Redemption

Conditions may arise which would cause the Manager to suspend the Redemption of Units, or postpone the day of payment or right of Redemption, for a period of not more than 180 days, for or during a period during which the Manager determines that conditions exist which render impractical the sale of the assets of the Trust or impair the ability of the Manager to determine the value of the assets held by the Trust. If the Manager receives a Redemption Notice or is required to make a Redemption for an amount exceeding the Redemption price per Unit, the Manager may, in its discretion, suspend redemptions or give notice to terminate the Trust as of the Termination date which precedes the intended date of such Redemption. See "Securities Offered – Unitholder's Right to Redeem".

Nature of Units

The Units share certain attributes common to equity securities. The Units represent an undivided interest in the assets of the Trust. However, 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.

Potential Conflicts of Interest

The Manager is required to satisfy a standard of care in exercising its duties with respect to the Trust. However, neither the Manager nor its officers, directors, Affiliates, or employees are required to devote all or any specified portion of their time to their responsibilities relating to the Trust. The Manager and its officers, directors, Affiliates, or employees may undertake financial, investment or professional activities which give rise to conflicts of interest with respect to the Trust.

Certain inherent conflicts of interest arise from the fact that the Manager may carry on investment activities for other clients (including other mortgage investment entities managed by the Manager) or on a proprietary basis in which the Trust will have no interest. Future investment activities by the Manager, including the establishment of other mortgage investment entities, may give rise to additional conflicts of interest.

The Manager also may engage in the promotion, management or investment management or other services in relation to other investment products, vehicles or any other fund or trust. These competing vehicles may have investment policies similar to those of the Trust or entities through which they make investment allocations and the Manager may be compensated in a different manner in respect of those vehicles. The Manager will follow procedures designed to ensure an appropriate allocation of available investment opportunities among the Trust and competing vehicles.

Where there is a material risk of damage to the Trust arising from any conflict of interest, this conflict will be managed to prevent the conflict from adversely affecting the interests of the Trust, including by reference to the Trust's Independent Review Committee.

Availability of Investments

The ability of the Trust to make investments in accordance with the objectives of the Trust will depend upon the availability of suitable investments. The Trust will compete with individuals, trusts and institutions for the investment in the financing of real properties. Many of these competitors have greater resources than the Trust or operate with greater flexibility.

Fees and Transaction Costs

The Trust will be subject to the payment of various fees, including those of the Mortgage Broker. See information within the section entitled "Directors, Management, Promoters and Principal Holders – Manager's Fees; Expenses of the Trust".

Possible Personal Liability of Unitholders

The Declaration of Trust provides that it is intended that no Unitholder will be held to have any personal liability as such, and no resort will be had to a Unitholder's private property, for satisfaction of any obligation in respect of or claim arising out of or in connection with any contract or obligation of the Trust or of the Trustee, or any obligation in respect of which a Unitholder might otherwise have to indemnify the Trustee for any liability incurred by the Trustee, but rather only the Trust Property is intended to be subject to any levy or execution for satisfaction of any obligation or claim.

Because of uncertainties in the law relating to investment trusts such as the Trust, there is a remote risk that a Unitholder could be held personally liable, notwithstanding the foregoing statement in the Declaration of Trust, for obligations in connection with the Trust (to the extent that claims cannot be satisfied by the Trust). It is intended that the Trust's operations be conducted in such a way as to minimize any such risk and, in particular and where practical, to cause every written contract or commitment of the Trust to contain an express statement that liability under such contract or commitment is limited to the value of the net assets of the Trust.

Under the *Income Trust Liability Act*, Unitholders are not liable, as beneficiaries of a trust, for any act, default, obligation or liability of the Trust. This statute has not yet been judicially considered and it is possible that reliance on the statute by a Unitholder could be successfully challenged on jurisdictional or other grounds. Unitholders who are resident in jurisdictions which have not enacted legislation similar to the British Columbia legislation may not be entitled to the protection of the British Columbia legislation. In any event, the Manager considers that the risk of any personal liability of Unitholders is minimal in view of the size of the anticipated equity of the Trust, the nature of its activities and the requirement of the Trust that any written contract or commitment of the Trust (except where such inclusion is not reasonably possible) include an express limitation of such liability.

CONFLICTS OF INTEREST AND INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

General

Purchasers of the Units will be required to rely upon the judgment, honesty and good faith of the Manager. Persons who are not willing to rely thereon should not purchase any of the Units offered hereby.

An Independent Review Committee has been established for the Trust. The mandate of the Independent Review Committee is to consider, and to recommend or approve, the Manager's proposed course of action in response to conflict of interest matters that are referred to it by the Manager. The Independent Review Committee has adopted a written charter that prescribes its mandate, its responsibilities and functions and the policies and procedures that govern its activities. A conflict of interest matter is any situation where a reasonable person would consider the Manager, or any person related to the Manager, to have an interest that may conflict with the Manager's ability to act in good faith in the best interests of the Trust. Please see "Directors, Management, Promoters and Principal Holders – The Board of Governors – Independent Review Committee" for a description of the members of the Independent Review Committee.

Although the Independent Review Committee is required to review same (see "**The Board of Governors**"), there may be situations in which the individual interests of the Manager may conflict with those of the Trust or its Unitholders. The Manager will make any decision involving the Trust or the Unitholders in accordance with its duty to deal honestly and in good faith.

The Mortgage Broker or its Affiliates may also earn brokerage fees from placing Mortgages against properties and performing due diligence review proceedings.

The Manager and the Mortgage Broker are Affiliates and transactions between them have not been, and will not be, negotiated or conducted at arm's length.

Other Competing Activities of the Manager and its Affiliates

The Manager is not in any way limited or affected in its ability to carry on business ventures for its own account and for the account of others and may be engaged in the ownership, acquisition and operation of businesses, which compete with the Trust. In addition, the Manager and its Affiliates have established and may establish in the future other trusts or other investment vehicles which have or may have investment objectives that are the same as or similar to those of the Trust and to act as adviser and/or Manager to such Trusts. However, the Declaration of Trust includes a covenant of the Manager to exercise its powers in good faith and in the best interests of the Trust, and in connection therewith, to exercise that degree of care, diligence and skill that a reasonably prudent manager would exercise in comparable circumstances.

The Manager may also establish or acquire an interest in one or more mortgage brokerage businesses (see "Risk Factors - Conflicts of Interest"), and such business may recommend investments for the Trust which, if taken, will entitle such businesses to a brokerage fee. The Trust is not committed to make any investment with such mortgage brokerage businesses.

The Manager, the Mortgage Broker or their Affiliates will determine the amount of any brokerage or due diligence fees they may charge. In the case of Prime Mortgages which are originated by the Mortgage Broker, such fees will generally be paid by the borrower. In some instances where the Trust agrees to participate in a loan which has a low brokerage fee, a portion of the brokerage fee may be deducted from interest payments otherwise payable to the Trust. In the case of Prime Mortgages which have been purchased by the Mortgage Broker from third parties, such fees may also be deducted from interest payments otherwise payable to the Trust, or may be paid directly by the Trust as a result of the difference between the purchase price paid by the Mortgage Broker and the purchase price paid by the Trust. The brokerage fees charged to the Trust in such instances will vary depending on the size of the transaction and the amount of any fees otherwise payable to the Mortgage Broker. Such fees will generally be paid by the borrower, but may be deducted from monies paid by borrowers in respect of existing Mortgages which have been purchased from third parties.

AUDITORS

The Auditor of the Trust is KPMG LLP, whose address is 777 Dunsmuir Street, Vancouver, British Columbia, V7Y 1K3.

REGISTRAR AND TRANSFER AGENT

Trez Capital Limited Partnership acts as registrar and transfer agent for all transactions.

LEGAL AND TAX MATTERS

Certain legal matters in connection with the issuance and sale of Units offered hereunder will be passed upon on behalf of the Trust by Bennett Jones LLP and in respect of income tax matters, by Thorsteinssons LLP.

CONTINUOUS REPORTING OBLIGATIONS TO INVESTORS

As the Trust is not a "reporting issuer" as defined in the *Securities Act* (British Columbia), the continuous reporting requirements of relevant securities laws do not generally apply to the Trust. The Trust will, however, on or before March 31 in each calendar year, provide to each Unitholder all information required to file Canadian income tax returns and will provide to each Unitholder annual audited financial statements, together with notice as to how the proceeds raised pursuant to this Offering Memorandum have been used, in accordance with Form 45-106F16.

RESALE RESTRICTIONS

The Units will be subject to a number of resale restrictions, including a restriction on trading. Investors will not be able to trade the securities unless they comply with an exemption from the prospectus and registration requirements under securities legislation.

Unless permitted under securities legislation, an Investor cannot trade the Units before the date that is 4 months and a day after the later of (i) the date the Trust becomes a reporting issuer in any province or territory of Canada; and (ii) the distribution date.

Unless permitted under securities legislation, an Investor must not trade the Units 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 Units which have been purchased and the regulator in Manitoba has issued a receipt for that prospectus; or
- (b) the Investor has held the securities for at least 12 months.

The regulator in Manitoba will consent to a trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

PURCHASERS' CONTRACTUAL AND STATUTORY RIGHTS OF ACTION

Securities legislation in certain of the provinces of Canada provides investors (known as statutory rights), or requires investors to be provided (known as contractual rights) with, in addition to any other rights they may have at law, a remedy for rescission or damages where this Offering Memorandum and any amendment thereto contains a Misrepresentation; however, such remedies must be exercised by the purchaser within the time limit prescribed by the securities legislation. As used herein, except where otherwise specifically defined, "Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement in this Offering Memorandum not misleading in light of the circumstances in which it was made. Purchasers of Units should refer to the applicable provisions of the securities legislation of their provinces for the particulars of these rights or consult with a legal advisor. The contractual rights of action described below will be provided to investors in their Subscription Agreements.

The following is a summary of the rights of the rescission or damages, or both, available to investors under the securities legislation of the provinces of Canada. Such rights will be expressly conferred upon investors in the Subscription Agreement to be executed by investors in connection with the offering of securities hereunder.

Two Day Cancellation Right

You can cancel your agreement to purchase these securities. To do so, you must send a notice to the Manager by midnight on the second Business Day after you sign the agreement to buy the securities.

Rights for Investors in British Columbia

If an Investor is (i) resident in British Columbia; (ii) not an "accredited investor", as defined in National Instrument 45-106 Prospectus and Registration Exemptions ("NI 45-106"), and (iii) not purchasing, as principal, a sufficient number of Units such that the aggregate Subscription Price to the Investor is not less than \$150,000, then if there is a misrepresentation in this Offering Memorandum, the Investor will have a statutory right of action for damages against the Trust and every director of the Manager at the date of this Offering Memorandum and every person who signs this Offering Memorandum. The Trust has granted an identical contractual right of action in the Subscription Agreement to Investors resident in British Columbia who are "accredited investors" or purchasing a sufficient number of Units such that the aggregate Subscription Price is not less than \$150,000.

Alternatively, the Investor may elect to exercise a right of rescission against the Trust in which case the Investor will have no right of action for damages against the Trust or the Manager.

If applicable, the statutory right to sue is available to an Investor whether or not the Investor relied on the misrepresentation. However, there are various defences available to the Trust and the Manager or entities that an Investor have a right to sue, including if it can be proven that the Investor knew of the misrepresentation when the Investor purchased the securities in an action for damages, the amount an Investor may recover will not exceed the price that the Investor paid for his securities and will not include any part of the damages that the Trust or the Manager prove does not represent the depreciation in value of the securities resulting from the misrepresentation.

If an Investor intends to rely on the rights described above, the Investor must do so within strict time limitations. An Investor must commence his action to cancel the agreement within 180 days after he signed the agreement to purchase the securities. The Investor must commence his action for damages within the earlier of 180 days after learning of the misrepresentation and 3 years after he signed the agreement to purchase the securities.

The foregoing summary is subject to the express provisions of the *Securities Act* (British Columbia) and the rules and the regulations thereunder and reference is made thereto for the complete text and provisions. Investors should refer to those provisions for the particulars of these rights or consult with a lawyer.

Rights for Investors in Alberta

If an Investor is (i) resident in Alberta; (ii) not an "accredited investor", as defined in NI 45-106, and (iii) purchases the Units during the period of distribution, then he shall be deemed to have relied on a representation contained in this Offering Memorandum, if it was a misrepresentation at the time of purchase, the Investor shall have a right of action for damages against the Trust but may elect (while still the owner of any of the Units purchased) to exercise a right of rescission against the Trust, in which case he shall have no right of action for damages against the Trust, provided that:

- (a) the Trust will not be held liable under this right of action if the Trust proves that the Investor purchased the Units with knowledge of the misrepresentation;
- (b) in an action for damages, the Trust will not be liable for all or any portion of such damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- (c) in no case will the amount recoverable under this right of action exceed the price at which the Units were sold to the Investor.

The Trust has granted an identical contractual right of action in the Subscription Agreement to Investors resident in Alberta who are "accredited investors".

In Alberta, no action may be commenced to enforce such right of action unless the right is exercised:

- (d) in the case of an action for rescission, not later than 180 days from the date the Investor purchased the Units; or
- (e) in the case of any action, other than an action for rescission, the earlier of: (A) 180 days from the day that the Investor first had knowledge of the facts giving rise to the cause of action, or (B) one year from the day the Investor purchased the Units.

The foregoing summary is subject to the express provisions of the *Securities Act* (Alberta) and the rules and regulations thereunder and reference is made thereto for the complete text and provisions. If an Investor is resident in Alberta, he should refer to those provisions for the particulars of these rights or consult with a legal adviser.

Rights for Investors in Ontario

In the event that this Offering Memorandum, together with any amendment hereto, delivered to an Investor of Units resident in Ontario contains a Misrepresentation and it was a Misrepresentation at the time of purchase of the Units by such Investor, the Investor will be deemed to have relied upon the Misrepresentation and will, as provided below, have a right of action against the Trust for damages or, while still the owner of the Units purchased by that Investor, for rescission, in which case, if the Investor elects to exercise the right of rescission, the Investor will have no right of action for damages against the Trust, provided that:

- (a) the right of action for rescission or damages will be exercisable by an Investor resident in Ontario, only if the Investor gives notice to the Trust, not later than 180 days for Investors resident in Ontario, after the date on which the payment is made for the Units (or after the initial payment was made for the securities, where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to or concurrently with the initial payment), that the Investor is exercising this right; and, with respect to Investors resident in Ontario an action is commenced to enforce such right (i) in the case of an action for rescission not more than 180 days after the date of purchase; or (ii) in the case of an action for damages not more than the earlier of 180 days following the date the Investor first had knowledge of the Misrepresentation or three years after the date of purchase;
- (b) the Trust will not be liable if it proves that the Investor purchased the Units with knowledge of the Misrepresentation;
- (c) in the case of an action for damages, the Trust will not be liable for all or any portion of the damages that it proves does not represent the depreciation in value of the Units as a result of the Misrepresentation relied upon;
- (d) in no case will the amount recoverable in any action exceed the price at which the Units were sold to the Investor; and
- (e) the rights of action for rescission or damages are in addition to and without derogation from any other right the investor may have at law.

Rights for Investors in Saskatchewan

The *Securities Act, 1988* (Saskatchewan) provides that if this Offering Memorandum or any amendment hereto contains a Misrepresentation, a purchaser of Units pursuant to this Offering Memorandum is deemed to have relied on the Misrepresentation, if it was a Misrepresentation at the time of purchase, and has a statutory right of action for damages or rescission against the Trust and a statutory right of action for damages against every promoter and director of the Trust at the time this Offering Memorandum or any amendment hereto was sent or delivered, every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them, every person who or company that signed this Offering Memorandum or any amendment hereto and every person who or company that sells Units on behalf of the Trust under this Offering Memorandum or any amendment hereto. These rights of action are subject to certain limitations, including that:

- (a) no person or company will be liable if it proves that the Investor purchased the Units with knowledge of the Misrepresentation; and
- (b) in an action for damages, no person or company will be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the Units as a result of the Misrepresentation relied on.

The Securities Act, 1988 (Saskatchewan) also provides that where any advertising or sales literature (as such terms are defined therein) disseminated in connection with the offering of Units contains a Misrepresentation, a purchaser who purchases Units referred to in that advertising or sales literature is deemed to have relied on the Misrepresentation,

if it was a Misrepresentation at the time of purchase, and has a statutory right of action for damages or rescission against the Trust and a statutory right of action against every promoter or director of the Trust at the time the advertising or sales literature was disseminated and every person who or company that, at the time the advertising or sales literature was disseminated, sells Units on behalf of the Trust in the offering with respect to which the advertising or sales literature was disseminated. These rights of action are subject to certain limitations, including that:

- (c) no person or company will be liable if it proves that the purchaser purchased the Units with knowledge of the Misrepresentation; and
- (d) in an action for damages, no person or company will be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the Units as a result of the Misrepresentation relied on.

In addition, *The Securities Act, 1988* (Saskatchewan) provides that, where an individual makes a verbal statement to a prospective Investor of Units that contains a Misrepresentation relating to the Units and the verbal statement is made either before or contemporaneously with the purchase of the Units, the Investor is deemed to have relied on the Misrepresentation, if it was a Misrepresentation at the time of purchase, and has a statutory right of action for damages against the individual who made the verbal statement. This right is subject to certain limitations, including:

- (e) no individual will be liable if he or she proves that the Investor purchased the Units with knowledge of the Misrepresentation; and
- (f) in an action for damages, no individual will be liable for all or any portion of the damages that he or she proves do not represent the depreciation in value of the Units as a result of the Misrepresentation relied on.

An Investor of Units from a vendor trading in contravention of *The Securities Act, 1988* (Saskatchewan), the regulations thereunder or a decision of the Saskatchewan Securities Commission may elect to void the contract and to recover all monies or other consideration paid by him to the vendor pursuant to such trade.

An Investor of Units to whom this Offering Memorandum or any amendment hereto was not delivered prior to such purchase has a right of action for rescission or damages against the Trust or any dealer who failed to deliver this Offering Memorandum or any amendment hereto prior to such purchase.

No action to enforce the foregoing rights may be commenced:

- (g) in the case of an action for rescission, more than 180 days after the date of purchase of the Units; or
- (h) in the case of an action for damages, more than the earlier of:
 - (i) one year after the purchaser first had knowledge of the facts giving rise to the cause of action; or
 - (ii) six years after the date of purchase of the Units.

Rights for Investors in Manitoba

Securities legislation in Manitoba provides that Investors of Units pursuant to this Offering Memorandum shall have, in addition to and without derogation from any other right or remedy they may have at law, the following contractual right of action for damages and/or rescission against the Trust if this Offering Memorandum or any amendment hereto contains a Misrepresentation. However, such rights must be exercised within the prescribed time limits described below.

Each Investor of Units pursuant to this Offering Memorandum will not be bound by the contract for the purchase of the Units if the person or company from whom the Units were purchased or his agent receives written or telegraphic

notice evidencing the Investor's intention not to be bound not later than midnight on the second Business Day after receipt or deemed receipt by the Investor or his agent of this Offering Memorandum and has the right to rescind the contract for the purchase of the Units, while the holder thereof, if this Offering Memorandum or any amendment hereto, as of the date of receipt or deemed receipt, contains a Misrepresentation. No action to enforce this right may, however, be commenced by the Investor after the expiration of the later of (i) 180 days from the date of receipt or deemed receipt of this Offering Memorandum or any amendment hereto by the Investor or any agent of the Investor, or (ii) the date of the contract for the purchase of the Units.

In the event that this Offering Memorandum or any amendment hereto contains a Misrepresentation, the Investor also has a right of action for damages against every person or company who signed either of the certificates required in this Offering Memorandum and against every director who, on the date this Offering Memorandum or any amendment hereto was signed, was a director of the person or company who signed such certificates for any loss or damage that the Investor has sustained as a result of the purchase of the security, unless it is proved:

- (a) that this Offering Memorandum or any amendment hereto was delivered to the Investor without the director's knowledge or consent;
- (b) that, after the delivery of this Offering Memorandum to the Investor and before the purchase of the Units by the Investor, on becoming aware of any false statement in this Offering Memorandum or any amendment hereto, the director withdrew his consent to the delivery of this Offering Memorandum to prospective Investors and gave reasonable public notice of such withdrawal and of the reason therefore;
- (c) that, with respect to every false statement, the director has reasonable grounds to believe and did believe that the statement was true;
- (d) that where such false statement was that of any expert, the director had no reasonable grounds to believe that the expert who made the statement in this Offering Memorandum or any amendment hereto or whose report or valuation was produced or fairly summarized therein was not competent to make such statement, valuation or report; or
- (e) that, with respect to every false statement purporting to be a statement made by an official person or contained in what purports to be a copy of or extract from a public official document, it was a correct and fair representation of the statement or copy or extract from the document;

but no action to enforce these rights of action for damages against signatories of certificates in this Offering Memorandum or their directors may be commenced by the Investor within the earlier of 180 days after learning of the misrepresentation and two years after the Investor signed the agreement to purchase the Units.

Rights for Investors in New Brunswick

Where this Offering Memorandum contains a Misrepresentation, an Investor who purchases the Units offered by this Offering Memorandum during the period of distribution shall be deemed to have relied on the Misrepresentation if it was a Misrepresentation at the time of purchase, and, the Investor has a right of action for damages or rescission against the Trust. If the Investor elects to exercise a right of rescission against the Trust, then the Investor shall have no right of action for damages against the Trust.

No person or company is liable if the person or company proves that the Investor purchased the Units with knowledge of the Misrepresentation.

In an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves does not represent the depreciation in value of the Units resulting from the Misrepresentation.

In no case shall the amount recoverable exceed the price at which the Units were offered.

In the case of an action for rescission, no action may be commenced more than 180 days from the day of the transaction that gave rise to the cause of action. In the case of an action for damages, no action may be commenced more than the earlier of: (i) 1 year from the day that the Investor first had knowledge of the facts giving rise to the cause of action, or (ii) 6 years from the day of the transaction that gave rise to the cause of action.

Rights for Investors in Nova Scotia

Section 138 of the *Securities Act* (Nova Scotia) provides that if this Offering Memorandum, together with any amendment thereto, or any record incorporated by reference in, or deemed incorporated into, this Offering Memorandum or any amendment thereto, or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) in respect of the Units, contains a Misrepresentation, any Investor to whom this Offering Memorandum is sent or delivered who purchases the Units referred to in this Offering Memorandum, or such amendment or record, and any Investor who purchases Units referred to in such advertising or sales literature, is deemed to have relied on that Misrepresentation if it was a Misrepresentation at the time of purchase and has, subject as hereinafter provided, a statutory right of action for damages against the Trust at the date of this Offering Memorandum, and subject to additional defences against the directors of the Trust and every person who signed this Offering Memorandum (and the liability of such persons and companies is joint and several with respect to the same cause of action), or the Investor may elect instead to exercise a statutory right of rescission against the Trust in which case the Investor has no right of action for damages against the Trust at the date of this Offering Memorandum, any director or any person who signed this Offering Memorandum, provided that:

- (a) no action shall be commenced to enforce the right of rescission or damages created under Section 138 of the *Securities Act* (Nova Scotia) more than 120 days after the date payment was made for the Units (or after the date on which initial payment was made for the Units where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment);
- (b) no person or company is liable under Section 138 of the *Securities Act* (Nova Scotia) if the person or company proves that the Investor purchased the Units with knowledge of the Misrepresentation;
- (c) no person or company, other than the Trust, is liable under Section 138 of the *Securities Act* (Nova Scotia) if the person or company proves that:
 - (i) this Offering Memorandum, or the amendment to this Offering Memorandum, was sent or delivered to the Investor without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;
 - (ii) after delivery of this Offering Memorandum, or the amendment thereto and before the purchase of the Units by the Investor, on becoming aware of any Misrepresentation in this Offering Memorandum, or the amendment thereto, or any record incorporated or deemed incorporated by reference herein, the person or company withdrew the person's or company's consent to this Offering Memorandum, or amendment to this Offering Memorandum, or such record, and gave reasonable general notice of the withdrawal and the reason for it; or
 - (iii) with respect to any part of this Offering Memorandum, or amendment thereto, or any record incorporated or deemed to be incorporated by reference herein, purporting to be made on the authority of an expert, or to be a copy of, or an extract from a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that there had been a Misrepresentation, or that the relevant part of this Offering Memorandum, or amendment thereto, or such record, did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or extract from, the report, opinion or statement of the expert;

- (d) no person or company, other than the Trust, is liable under Section 138 of the *Securities Act* (Nova Scotia) with respect to any part of this Offering Memorandum, or amendment thereto or any record incorporated or deemed incorporated by reference therein, not purporting to be made on the authority of an expert, or to be a copy of or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no Misrepresentation, or believed that there had been a Misrepresentation;
- (e) in an action for damages under Section 138 of the *Securities Act* (Nova Scotia), the defendant is not liable for all or any part of the damages that the defendant proves does not represent the depreciation in value of the Units resulting from the Misrepresentation;
- (f) the amount recoverable by a plaintiff under Section 138 of the *Securities Act* (Nova Scotia) may not exceed the price at which the Units were offered under this Offering Memorandum or amendment thereto.

General

The foregoing summaries are subject to the express provisions of the *Securities Act* (British Columbia), the *Securities Act* (Alberta), the *Securities Act* (Ontario), *The Securities Act, 1988* (Saskatchewan), the *Securities Act* (Manitoba), the *Securities Act* (New Brunswick) and the *Securities Act* (Nova Scotia), and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

The rights of action described herein are in addition to and without derogation from any other right or remedy that the Investor may have at law.

Financial Statements
(Expressed in Canadian dollars)

TREZ CAPITAL PRIME TRUST

Year ended December 31, 2018



KPMG LLP
PO Box 10426 777 Dunsmuir Street
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Canada
Telephone (604) 691-3000
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INDEPENDENT AUDITORS' REPORT

To the Directors of Trez Capital Prime Trust

We have audited the financial statements of Trez Capital Prime Trust (the Entity), which comprise:

- the financial position as at December 31, 2018;
- 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 Entity as at December 31, 2018, 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 “***Auditors’ Responsibilities for the Audit of the Financial Statements***” section of our auditors’ report.

We are independent of the Entity 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 Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards (IFRS), and for such internal control as management 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, management is responsible for assessing the Entity'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 management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

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

Auditors' 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 auditors' 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 Entity's internal control;
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management;



- Conclude on the appropriateness of management'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 Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' 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 auditors' report. However, future events or conditions may cause the Entity 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; and
- 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.

KPMG LLP

Chartered Professional Accountants

Vancouver, Canada
March 29, 2019

TREZ CAPITAL PRIME TRUST

Statement of Financial Position
(Expressed in Canadian dollars)

December 31, 2018, with comparative information for 2017

	Notes	2018	2017
Assets			
Cash and cash equivalents		\$ 1,761,870	\$ 4,305,349
Restricted cash		400,000	-
Other assets		450,437	199,230
Due from related party	8	5,167,162	-
Deferred financing fees		185,482	236,739
Foreign currency derivatives	10	-	468,096
Investments in mortgages	4	178,028,037	88,522,699
		\$ 185,992,988	\$ 93,732,113
Liabilities and Net Assets Attributable To Holders of Redeemable Units			
Bank indebtedness	5	\$ 10,000,000	\$ 5,500,000
Accounts payable and accrued liabilities	8	1,307,475	980,241
Distributions payable to holders of redeemable units	7	2,588,820	1,488,955
Foreign currency derivatives	10	518,181	-
Mortgage syndication liabilities	4	500,000	639,782
		14,914,476	8,608,978
Redeemable units, representing net assets attributable to holders of redeemable units	6	171,078,512	85,123,135
		\$ 185,992,988	\$ 93,732,113
Redeemable units, representing net assets attributable to holders of redeemable units:	6		
Series A		\$ 10,353,895	\$ 7,069,581
Series F		88,222,712	48,747,797
Series I		72,501,905	29,305,757
		\$ 171,078,512	85,123,135

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

Approved on behalf of the Board of the General Partner of the Manager,
Trez Capital Fund Management Limited Partnership:

"Alexander Manson"

(Signed) Alexander Manson
Director

"Ken Lai"

(Signed) Ken Lai
Director

TREZ CAPITAL PRIME TRUST

Statement of Comprehensive Income (loss)
(Expressed in Canadian dollars)

Year ended December 31, 2018, with comparative information for 2017

	Notes	2018	2017
Revenue:			
Interest income		\$ 9,420,505	\$ 6,071,379
Interest expense on mortgage syndication liabilities		(35,250)	(17,257)
		9,385,255	6,054,122
Expenses:			
Management and incentive fees	8	2,101,425	1,562,918
Commissions		334,796	248,335
Professional fees		263,274	200,257
Foreign exchange loss		282,856	145,043
Bank charges		381,044	115,473
General and administrative		316,574	98,851
Governance fees		26,458	24,217
Provision for mortgage losses	4b	123,716	-
		3,830,143	2,395,094
Income from operations		5,555,112	3,659,028
Financing costs:			
Interest expense		-	17,765
Distributions to holders of redeemable units	7	5,678,828	3,641,263
		5,678,828	3,659,028
Increase (decrease) in net assets attributable to holders of redeemable units, from operations		\$ (123,716)	\$ -

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

TREZ CAPITAL PRIME TRUST

Statement of Changes in Net Assets Attributable to Holders of Redeemable Units
(Expressed in Canadian dollars)

Year ended December 31, 2018, with comparative information for 2017

	2018	2017
Balance, beginning of year	\$ 85,123,135	\$ 52,107,550
Impact of adopting IFRS 9 (note 11)	(159,898)	-
Increase (decrease) in net assets attributable to holders of redeemable units, from operations	(123,716)	-
Contributions and redemptions by holders of redeemable units:		
Issuance of units	91,287,355	41,250,471
Reinvestment of distributions on redeemable units	1,887,585	1,454,647
Redemptions	(6,935,949)	(9,689,533)
	85,955,377	33,015,585
Balance, end of year	\$ 171,078,512	\$ 85,123,135

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

TREZ CAPITAL PRIME TRUST

Statement of Cash Flows
(Expressed in Canadian dollars)

Year ended December 31, 2018, with comparative information for 2017

	2018	2017
Cash provided by (used in):		
Operating activities:		
Increase (decrease) in net assets attributable to holders of redeemable units, from operations	\$ (123,716)	\$ -
Items not involving cash:		
Unrealized gain (loss) on foreign currency derivatives	518,181	(468,096)
Interest income, net of interest expense on syndications	(9,420,505)	(6,071,379)
Distributions to holders of redeemable units	5,678,828	3,641,263
Interest expense	-	17,765
Provision for mortgage losses	123,716	-
Interest received	6,147,601	4,115,962
Changes in non-cash operating working items:		
Other assets	268,147	(184,602)
Due from related party	(5,167,162)	-
Margin deposits	(400,000)	147,308
Accounts payable and accrued liabilities	327,231	401,436
	(2,047,679)	1,599,657
Investing activities:		
Funding of investments in mortgages	(182,113,244)	(74,477,205)
Principal payments received on investments in mortgages	95,457,413	43,982,779
	(86,655,831)	(30,494,426)
Financing activities:		
Distributions paid	(2,691,375)	(1,684,285)
Interest paid	-	(20,821)
Line of credit	4,500,000	5,500,000
Repayments on loans payable	-	(721,500)
Proceeds on issuance of units	91,287,355	41,250,471
Redemption of units	(6,935,949)	(9,689,533)
	86,160,031	34,634,332
Increase (decrease) in cash and cash equivalents	(2,543,479)	5,739,563
Cash and cash equivalents, beginning of year	4,305,349	(1,434,214)
Cash and cash equivalents, end of year	\$ 1,761,870	\$ 4,305,349

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

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

1. General:

Trez Capital Prime Trust (formerly Bison Prime Mortgage Fund) (the “Trust”) is an unincorporated trust established under the laws of British Columbia pursuant to a Trust Agreement dated January 5, 2006 which has been amended various times with the latest amendment dated May 1 2018.

Trez Capital Fund Management Limited Partnership is the Manager (the “Manager”), Trez Capital Limited Partnership is the mortgage broker (the “Mortgage Broker”) and Computershare Trust Company of Canada is the trustee (the “Trustee”) of the Trust.

The Trust has been created for the purpose of generating a stream of income from interests acquired in a portfolio of prime mortgages, which are first mortgages that secure loans with less than or equal to 75% of the value of the real property at the time of funding, related to any and all types of real property within Canada and the United States.

The principal place of business of the Trust is located at 1700 – 745 Thurlow Street, Vancouver, British Columbia, V6E 0C5.

2. Basis of preparation:

(a) Statement of compliance:

The financial statements of the Trust have been prepared in compliance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (“IASB”).

The financial statements were authorized for issue by the Board of Governors on March 29, 2019.

(b) Basis of measurement:

These financial statements have been prepared on the historical cost basis, except for embedded derivative instruments and currency swap arrangements which are measured at fair value.

(c) Functional and presentational currency:

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

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

2. Basis of preparation (continued):

(d) Use of estimates and judgments:

The preparation of financial statements 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.

In making estimates, the Manager relies on external information and observable inputs where possible supplemented by internal analysis as required. The significant estimates and judgments used in determining the recorded amount for assets and liabilities in the financial statements are related to investment in mortgages. Estimates and judgments related to allowance for credit losses for investments in mortgages have been revised following adoption of IFRS 9 Financial Instruments ("IFRS 9"), effective January 1, 2018 as follows:

(i) Investments in mortgages:

The Trust is required to make an assessment of the impairment of investments in mortgages. Under the old standard (IAS 39 *Financial Instruments: Recognition and Measurement* ("IAS 39")) prior to January 1, 2018, investments in mortgages were considered to be impaired only if objective evidence indicated that one or more events ("loss events") had occurred after its initial recognition, that would have a negative effect on the estimated future cash flows of that asset. IFRS 9 replaces the 'incurred loss' model in IAS 39 as of January 1, 2018 with a forward looking 'expected credit loss' (ECL) model which is applied to investments in mortgages that are classified as amortized cost. The new expected credit loss model is further explained in note 3(g)(iii). The estimation of future cash flows includes assumptions about local real estate market conditions, market interest rates, availability and terms of financing, underlying value of the security and various other factors. These assumptions are limited by the availability of reliable comparable market data, economic uncertainty and the uncertainty of future events. Accordingly, by their nature, estimates of impairment are subjective and may not necessarily be comparable to the actual outcome. Should the underlying assumptions change, the estimated future cash flows could vary by a material amount.

3. Significant accounting policies:

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements with the exception of IFRS 9 as noted under 3(g) below.

(a) Cash:

Cash consists of cash held at financial institutions.

(b) Margin deposits:

Restricted cash relates to margin deposits made on foreign currency swap transactions.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(c) Bank Indebtedness:

Bank indebtedness consists of amounts drawn from an available credit facility the Trust has with a Canadian Chartered bank providing for borrowings up to \$20,000,000 by way of a demand revolving loan.

(d) Redeemable units:

All of the Units of the Trust are redeemable on demand at the unitholder's option and are therefore classified as financial liabilities and presented as "net assets attributable to holders of redeemable units" in the statement of financial position.

(e) Revenue recognition:

Interest income is recognized in the statement of comprehensive income in the period in which it is earned on an effective interest rate basis.

(f) Distributions on redeemable units:

Distributions to unitholders of each class are made on a quarterly basis, in arrears, in the amount of 100% of the Trust's net income and net realized capital gains for the year less any reserves that the Manager deems appropriate and less any previous distributions made in that year. Distributions are accrued as finance expense in the period to which they relate.

(g) Financial instruments:

(i) Change in Accounting Policy:

Effective January 1, 2018, the Trust adopted IFRS 9 *Financial Instruments* ("IFRS 9") which replaces the previous IAS 39 *Financial Instruments: Recognition and Measurement* ("IAS 39") standard. The standard sets out requirements for recognizing and measuring financial assets and financial liabilities. It also replaces the current loan impairment "incurred loss" model with an "expected credit loss" (ECL) model. The Trust has recognized adjustments to opening net assets attributable to holders of redeemable units as at January 1, 2018, the date of adoption, to reflect the application of the new requirements of IFRS 9. The total impact to opening net assets attributable to holders of redeemable units is a decrease of \$159,898. The adjustment to net assets attributable to holders of redeemable units is comprised of a decrease of \$123,716 relating to changes in the provision for credit losses. Refer to note 11 for further details with respect to the impact to the opening statement of financial position at January 1, 2018.

The Trust has elected to not restate the prior period comparative figures as permitted by the transition provisions of this standard. Accordingly, current period results for 2018 have been prepared in accordance with IFRS 9 and the comparative information for 2017 is presented under IAS 39 as previously published.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(g) Financial instruments (continued):

(ii) Recognition and classification of Financial Assets and Liabilities:

IFRS 9 largely retains the existing requirements in IAS 39 for the classification and measurement of financial liabilities. However, it eliminates the previous IAS 39 categories for financial assets of held to maturity, loans and receivables and available for sale.

The adoption of IFRS 9 has not had a significant effect on the Trust's accounting policies related to financial liabilities. The impact of IFRS 9 on the classification and measurement of financial assets is set out below.

Under IFRS 9, on initial recognition, a financial asset is measured at fair value and subsequently classified as measured at: amortized cost; fair value through other comprehensive income (FVOCI)-debt investment; FVOCI-equity investment; or fair value through profit or loss (FVTPL). The classification of financial assets that are debt instruments under IFRS 9 are generally based on the business model in which a financial asset is managed and its contractual cash flow characteristics.

A financial asset that is a debt instrument is measured at amortized cost if it meets both of the following conditions and is not designated as at FVTPL.

- 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 and interest on the principal amount outstanding.

The most significant financial asset that is a debt instrument in the Trust is investments in mortgages. The objective of the Trust is to hold these investments and collect the contractual interest payments from the loans. The payments received by the Trust are solely payments of principal and interest; therefore the asset meets the criteria under IFRS 9 to be measured at amortized cost. Other assets such as cash and receivables are also classified at amortized cost. Foreign currency derivatives continue to be classified as FVTPL.

Financial instruments subsequently measured at amortized cost are done so using the effective interest method, less any impairment losses. The effective interest method is a method of calculating the amortized cost of a financial asset or a financial liability and of allocating the interest income or interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument or, when appropriate, a shorter period to the net carrying amount of the financial asset or financial liability.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(g) Financial instruments (continued):

(iii) Impairment:

IFRS 9 replaces the 'incurred loss' model in IAS 39 with an 'expected credit loss' (ECL) model. The new impairment model applies to financial assets measured at amortized cost, contract assets and debt investments at FVOCI. Under IFRS 9, credit losses may be recognized earlier than under IFRS 39.

The Trust's financial assets at amortized cost consist of investments in mortgages, accounts receivable and cash.

The Trust measures expected credit losses on each balance sheet date according to a three stage expected credit loss impairment model:

Performing financial assets

- Stage 1: From initial recognition of a financial asset to the date on which the asset has experienced a significant increase in credit risk relative to its initial recognition, a loss allowance is recognized equal to the credit losses expected to result from defaults occurring over the 12 months following the reporting date.
- Stage 2: Following a significant increase in credit risk relative to the initial recognition of the financial asset, a loss allowance is recognized equal to the credit losses expected over the remaining lifetime of the asset.

Impaired financial assets:

- Stage 3: When a financial asset is considered credit-impaired and in default it will be classified in stage 3, and a loss allowance equal to credit losses expected over the remaining lifetime of the asset will be recorded.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Trust considers both quantitative and qualitative information that is reasonable and supportable and is relevant and available. There is a presumption in IFRS 9 that credit risk has increased significantly once payments are 30 days past due. However, the Trust's historical experience is that mortgages can become 30 days past due, but be brought up to date by the borrower, therefore another additional risk factor also needs to be identified for the mortgage to move to Stage 2. Other additional risk factors considered to identify a significant increase in credit risk are:

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(g) Financial instruments (continued):

(iii) Impairment (continued):

Impaired financial assets (continued):

- Changes in the financial condition of the borrower;
- Responsiveness of the borrower;
- Current economic conditions: interest rates, housing prices, real estate and employment statistics; and
- Supportable forward looking information: macro-economic factors, such as interest rate forecasts.

Determining whether there has been a significant increase in credit risk since initial recognition, or a subsequent reduction in credit risk back to the level at initial recognition, requires the exercise of significant judgement. Judgement is also required in making assumptions and estimations when calculating the allowance for credit losses, including movements between the three stages and the application of forward looking information.

In cases where a borrower experiences financial difficulties, the Trust may grant certain modifications to the terms and conditions of a loan. Modifications may include payment terms, debt consolidation, and forbearance intended to minimize economic loss. The Trust determines the appropriate remediation strategy based on the individual situation. If the Trust determines that a modification results in expiry of cash flows, the original asset is derecognized while a new asset is recognized based on the new contractual terms.

Significant increase in credit risk is assessed relative to the risk of default on the date of modification. If the Trust determines that a modification does not result in derecognition, significant increase in credit risk is assessed based on the risk of default at initial recognition of the original asset. The expected cash flows arising from the modified contractual terms are considered when calculating the ECL for the modified asset. For loans that were modified while having a lifetime ECL, the loans can revert to having 12-month ECL after a period of performance and improvement in the borrower's financial condition.

Lifetime ECLs are the ECLs that result from all possible default events over the expected life of a financial instrument. 12-months ECLs are the portion of ECLs that result from default events that are possible within the 12 months after the reporting date (or a shorter period if the expected life of the instrument is less than 12 months). The maximum period considered when estimating ECLs is the maximum contractual period over which the Trust is exposed to credit risk.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(g) Financial instruments (continued):

(iii) Impairment of financial assets (continued):

In assessing information about possible future economic conditions, the Trust utilized multiple economic scenarios including the base case, which represents the most probable outcome and is consistent with the Trust's view of the portfolio. The calculation of expected credit losses includes the incorporation of forecasts of future economic conditions. In determining expected credit losses, the Trust has considered key macroeconomic variables that are relevant to each investment type. Key economic variables include GDP and interest rate forecasts. The estimation of future cash flows also includes assumptions about local real estate market values and conditions, availability and terms of financing, underlying value of the security and various other factors. These assumptions are limited by the availability of reliable comparable market data, economic uncertainty and the uncertainty of future events.

Should the underlying assumptions change, the estimated future cash flows could vary. The forecast is developed internally by the Manager of the Trust. The Trust exercises experienced credit judgment to incorporate multiple economic forecasts which are probability-weighted in the determination of the final expected credit loss. The allowance is sensitive to changes in both economic forecast and the probability-weight assigned to each forecast scenario.

(iv) De-recognition of financial assets and financial liabilities (Under IFRS 9 and IAS 39):

Financial assets:

The Trust derecognizes a financial asset when the contractual rights to the cash flows from the financial asset expire; or it transfers the rights to receive the contractual cash flows in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred, or in which the Trust neither transfers nor retains substantially all the risks and rewards of ownership and it does not retain control of the financial assets. Any interest in such transferred financial assets that qualify for de-recognition that is created or retained by the Trust is recognized as a separate asset or liability. On de-recognition of a financial asset, the difference between the carrying amount of the asset (or the carrying amount allocated to the portion of the asset transferred), and the sum of (i) the consideration received (including any new asset obtained less any new liability assumed) and (ii) any cumulative gain or loss that had been recognized in other comprehensive income is recognized in the statement of comprehensive income (loss).

The Trust may enter into transactions whereby it transfers mortgage or loan investments recognized on its statement of financial position, but retains either all or substantially all of the risks and rewards of the transferred mortgage or loan investments or a portion of them.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(g) Financial instruments (continued):

(iv) De-recognition of financial assets and financial liabilities (Under IFRS 9 and IAS 39) (continued):

Financial assets (continued):

If all or substantially all risks and rewards are retained, then the transferred mortgage or loan investments are not derecognized. In transactions in which the Trust neither retains nor transfers substantially all the risks and rewards of ownership of a financial asset and it retains control over the asset, the Trust continues to recognize the asset to the extent of its continuing involvement, determined by the extent to which it is exposed to changes in the value of the transferred asset.

In circumstances where the Trust retains all or substantially all risks and rewards of a transferred mortgage, the transferred mortgage is not derecognized and the transferred mortgage is recognized as a mortgage syndication liability on the statement of financial position.

Financial liabilities:

The Trust derecognizes a financial liability when the obligation under the liability is discharged, cancelled or expired.

(h) Financial instruments-prior to January 1, 2018:

(i) Recognition and classification:

The Trust recognizes a financial instrument in its statement of financial position when and only when, it becomes a party to the contractual provisions of the instrument.

Financial instruments are classified as one of five categories: fair value through profit and loss ("FVTPL"), loans and receivables, held-to-maturity, available for sale and other liabilities. Financial instruments are recognized initially at fair value, plus, in the case of financial instruments not at FVTPL, any incremental direct transaction costs. Transaction costs on FVTPL financial instruments are recognized in the profit and loss in the period in which they were incurred.

Financial instruments, excluding net assets attributable to holders of redeemable units, subsequently measured at amortized cost are done so using the effective interest method, less any impairment losses. The effective interest method is a method of calculating the amortized cost of a financial asset or a financial liability and of allocating the interest income or interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments or receipts through the expected life of the financial instrument or, when appropriate, a shorter period to the net carrying amount of the financial asset or financial liability.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(h) Financial instruments-prior to January 1, 2018 (continued):

(ii) Derecognition of financial assets and liabilities:

Derecognition of financial assets is consistent between IFRS 9 and IAS 39. Refer to note 3(g)(iv).

(iii) Impairment:

Mortgage investments are assessed on each reporting date to determine whether there is objective evidence of impairment. A financial asset is considered to be impaired only if objective evidence indicates that one or more loss events have occurred after its initial recognition, that have a negative effect on the estimated future cash flows of that asset.

The Trust considers evidence of impairment for mortgage and loan investments at both a specific asset and collective level. All individually significant mortgage and loan investments are assessed for specific impairment. Those found not to be specifically impaired are then collectively assessed for any impairment that has been incurred but not yet identifiable at an individual mortgage level. Mortgage and loan investments that are not individually significant are collectively assessed for impairment by grouping together mortgage and loan investments with similar risk characteristics.

In assessing collective impairment, the Trust reviews historical trends of the probability of default, the timing of recoveries and the amount of loss incurred, adjusted for management's judgments as to whether current economic and credit conditions are such that the actual losses are likely to be greater or less than suggested by historical trends.

An impairment loss in respect of specific mortgage investments is calculated as the difference between its carrying amount including accrued interest and the present value of the estimated future cash flows discounted at the investment's original effective interest rate. Losses are recognized in profit and loss and reflected in an allowance account against the mortgage and loan investments. When a subsequent event causes the amount of an impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

For financial assets other than investments in mortgages, the Manager assesses at each reporting date whether a financial asset or group of assets is deemed to be impaired. A financial asset or a group of financial assets is deemed to be impaired, if and only if, there is objective evidence of impairment as a result of one or more events that have occurred after the initial recognition of the asset (an incurred loss event) and that loss event has an impact on the estimated future cash flows of the financial asset or the group of financial assets that can be reliably estimated.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

3. Significant accounting policies (continued):

(i) Other Changes in Accounting Policies:

IFRS 15, *Revenue recognition*:

The IASB issued IFRS 15, *Revenue from Contracts with Customers* ("IFRS 15") in May 2014. The new standard provides a comprehensive five-step revenue recognition model for all contracts with customers and requires management to exercise significant judgment and make estimates that affect revenue recognition. IFRS 15 is effective from January 1, 2018; it did not have a material effect on the Trust's financial statements.

(j) Future accounting changes:

The Trust has reviewed new and revised accounting pronouncements that have been issued but are not yet effective. The Trust closely monitors new accounting standards as well as amendments to existing standards and assesses what impact, if any, they will have on the financial statements. None of the standards issued to date are expected to have a material effect on the financial statements.

(k) Segmented information:

The Trust's operations consist of the investment in mortgages secured by real property in Canada and the United States, which constitutes a single operating segment.

4. Investments in mortgages:

The Trust holds mortgages on the following properties:

Property type	2018		2017	
	Number	Amount	Number	Amount
Industrial	5	\$ 28,072,471	5	\$ 12,114,736
Hotel	-	-	1	\$3,800,000
Residential	33	131,023,037	28	63,679,586
Retail	3	15,217,459	2	5,963,453
Office	1	2,198,960	1	1,600,000
Mortgage portfolio	42	176,511,927	37	87,157,775
Mortgage syndications		500,000		639,782
Accrued interest		1,299,724		725,142
Less provision for mortgage losses 4(b)		(283,614)		-
Investments in mortgages		\$ 178,028,037		\$ 88,522,699

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

4. Investments in mortgages (continued):

Property location	2018		2017	
	Number	Amount	Number	Amount
British Columbia	18	\$ 82,894,735	11	\$ 28,673,632
Alberta	9	33,144,008	13	31,825,869
Ontario	2	5,675,000	2	4,501,893
Quebec	2	4,350,608	2	4,504,061
Texas	4	15,253,407	4	7,889,731
Louisiana	-	-	1	3,346,486
Florida	1	1,626,074	1	2,702,765
Arizona	-	-	2	1,258,373
California	2	11,853,490	-	-
Pennsylvania	1	4,574,362	-	-
Washington	2	13,892,609	-	-
Georgia	1	3,247,634	1	2,454,965
Total mortgages	42	\$ 176,511,927	37	\$ 87,157,775

The following table presents the reconciliation of mortgages as at December 31, 2018 and 2017:

	2018	2017
Investments in mortgages, beginning of year	\$ 88,522,699	\$ 56,472,857
Funding of investments in mortgages	182,113,244	74,477,205
Interest capitalized to investments in mortgages	2,698,321	1,726,949
Repayments of mortgages	(95,457,413)	(43,982,779)
Change in accrued interest	574,582	228,467
Impact of adopting IFRS 9	(159,898)	-
ECL for 2018	(123,716)	-
Decrease in mortgage syndication liabilities	(139,782)	(400,000)
Investments in mortgages, end of year	\$ 178,028,037	\$ 88,522,699

All mortgages are conventional uninsured mortgages which contain a prepayment option, whereby the borrower may repay the principal and accrued interest, at any time prior to maturity without penalty or yield maintenance.

TREZ CAPITAL PRIME TRUST

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Year ended December 31, 2018

4. Investments in mortgages (continued):

The mortgages are secured by the real property to which they relate, bear interest at a weighted average interest rate of 8.14% (2017 - 7.81%) and mature between 2018 and 2020, except one mortgage which is past due, as illustrated in the table below. The mortgage agreements stipulate various fixed interest rates for US Dollar Loans and a minimum interest rate and a variable interest rate based on the Prime Rate for Canadian dollar loans established by Bank of Canada ("Prime Rate").

Principal payments, including mortgage syndication assets, are due based on contractual maturities of each loan as follows:

Maturity period	Number	Amount
Past due	6	\$ 23,426,534
2019	17	56,019,335
2020	19	97,066,058
	42	\$ 176,511,927

The Trust has entered into certain mortgage participation agreements with third party lenders, whereby, the third party lenders take the senior position and the Trust retains the subordinated position, all of which is secured by first mortgage positions. The Trust retains an option, not an obligation, to repurchase the senior position at a price equal to the outstanding principal amount of the senior lenders' share together with accrued interest. As a result, the senior lenders' position is recorded as a non-recourse mortgage syndication liability. The interest earned on the transferred participation interests and the related interest expense is recognized in the statement of comprehensive income.

For those investments which have not met the derecognition criteria, the participation transactions have resulted in the Trust recognizing the participating mortgages and corresponding mortgage syndication liabilities on its statements of financial position. Included in investments in mortgages are mortgage syndication liabilities of \$500,000 (2017 - \$639,782).

A mortgage is considered in default when a payment has not been received by the contractual due date, or a term in the mortgage agreement has been breached. For mortgages that are in default but are fully secured and collection efforts are reasonably expected to result in repayment of principal plus all associated costs and accrued interest, no credit loss provision is recorded.

As at December 31, 2018, the Trust had one (2017 - one) mortgage that was in default in the total amount of \$4,187,580 (2017 - \$4,043,453). The Manager believes the value of the underlying security is sufficient to cover any potential loss on the mortgage and as such, no loss provision has been recognized. The Trust has recorded an impairment on this loan in the amount of \$nil (2017 - nil).

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Notes to Financial Statements

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Year ended December 31, 2018

4. Investments in mortgages (continued):

(b) Provision for mortgage losses

The gross carrying amounts of investments in mortgages and expected credit loss by property type are as follows:

Gross carrying amount	December 31, 2018			Total
	Stage 1	Stage 2	Stage 3	
Property type:				
Industrial	\$ 28,072,471	\$ -	\$ -	\$ 28,072,471
Hotel	-	-	-	-
Residential	125,725,298	5,297,739	-	131,023,037
Retail	11,029,879	-	4,187,580	15,217,459
Office	2,198,960	-	-	2,198,960
	\$ 167,026,608	\$ 5,297,739	\$ 4,187,580	\$ 176,511,927

Provision for mortgage losses	December 31, 2018			Total
	Stage 1	Stage 2	Stage 3	
Property type:				
Industrial	\$ 20,714	\$ -	\$ -	\$ 20,714
Hotel	-	-	-	-
Residential	246,815	-	-	246,815
Retail	16,085	-	-	16,085
Office	-	-	-	-
	\$ 283,614	\$ -	\$ -	\$ 283,614

The provision for mortgage losses at December 31, 2018 is \$283,614. This provision represents management's estimate of the ECLs on mortgages in the company's portfolio that have not experienced a significant increase in credit risk since initial recognition (Stage 1). The ECL was assessed individually for each investment in mortgages and commitments classified as Stage 2 and 3. Management estimated the ECL for these as \$nil, primarily due to the mortgage collateral held on the mortgages.

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(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

4. Investments in mortgages (continued):

(b) Provision for mortgage losses (continued):

The changes in the provision for mortgage losses are shown in the following table.

IFRS 9	December 31, 2018			
	Stage 1	Stage 2	Stage 3	Total
IAS 39 balance, December 31, 2017	\$ -	\$ -	\$ -	\$ -
Transition adjustment (note 11)	159,898	-	-	159,898
Provision for mortgage losses:				
Transfers to (from) Stage 1 ⁽¹⁾	-	-	-	-
Transfers to (from) Stage 2 ⁽¹⁾	-	-	-	-
Transfers to (from) Stage 3 ⁽¹⁾	-	-	-	-
Net remeasurement ⁽²⁾	(10,058)	-	-	(10,058)
Mortgage advances	210,652	-	-	210,652
Mortgage repayments	(76,878)	-	-	(76,878)
Write-offs	-	-	-	-
	\$ 283,614	\$ -	\$ -	\$ 283,614

⁽¹⁾ Transfers between stages which are presumed to occur before any corresponding remeasurement of the provision.

⁽²⁾ Net remeasurement represents the change in the allowance related to changes in model inputs or assumptions, including changes in macroeconomic conditions, and changes in measurement following a transfer between stages.

During the year ended December 31, 2018, the provision for mortgage losses for mortgages classified as Stage 1 increased as a result of the overall increase in the mortgage portfolio.

IAS 39	Year ended December 31, 2017
Balance, beginning of year	\$ -
Mortgages settled during the year	-
Provision for mortgage losses	-
Balance, end of year	\$ -

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5. Bank indebtedness:

The Trust has a credit facility with a Canadian Chartered bank providing for borrowings up to \$20,000,000 by way of a demand revolving loan. The amount available under the credit facility is further limited by a margin requirement. As at December 31, 2018, the maximum borrowing available under the credit facility is \$20,000,000 (2017 - \$20,000,000). Interest is calculated at the bank's prime rate plus 1.50% per annum and a standby fee is calculated on the undrawn portion of the facility at 0.625% per annum. As at December 31, 2018, \$10,000,000 (2017 - \$5,500,000) has been drawn down against the credit facility.

The credit facility has financial tests and other covenants with which the Trust must comply. The Trust shall not, without the prior written consent of the bank:

- (a) permit its ratio of bank debt to tangible net worth is equal to or less than 0.35 to 1.0; or
- (b) permit its tangible net worth at any time to be less than \$55,000,000; or
- (c) permit its ratio of EBITDA to interest expense ratio is equal to or greater than 3.0 to 1.0.

These covenants place restrictions on, among other things, the ability of the Trust to incur additional indebtedness, and to sell or otherwise dispose of assets.

During the years ended December 31, 2018 and 2017, the Trust was in compliance with all of the related covenants.

The credit facility is collateralized by a general security agreement creating a first priority security interest over all personal property of the Trust and a floating charge over all of the Trust's real property, and an assignment of the Trust's beneficial interest in all mortgages held.

6. Redeemable units, representing net assets attributable to holders of redeemable units:

Net assets are represented by the redeemable units issued and outstanding. As at December 31, 2018, the Trust has authorized an unlimited number of redeemable non-transferable \$10 units. The unitholders are entitled to one vote per unit. The units are retractable on demand by the unitholder. The retractions may be subject to penalty.

Series A units	2018		2017	
	Number	Amount	Number	Amount
Issued and outstanding, beginning of year	706,958	\$ 7,069,581	520,868	\$ 5,208,677
Impact of adopting IFRS 9 (note 11)	-	(9,677)	-	-
Decrease in net assets, ECL for 2018	-	(7,488)	-	-
Issued for cash	395,694	3,956,937	331,466	3,314,658
Issued for reinvested distributions	21,993	219,929	13,459	134,592
Redeemed for cash	(87,539)	(875,387)	(158,835)	(1,588,346)
Issued and outstanding, end of year	1,037,106	10,353,895	706,958	7,069,581
Cumulative IFRS 9 Stage 1 provisions	-	17,165	-	-
	1,037,106	\$ 10,371,060	706,958	\$ 7,069,581

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Year ended December 31, 2018

6. Redeemable units, representing net assets attributable to holders of redeemable units (continued):

Series F units	2018		2017	
	Number	Amount	Number	Amount
Issued and outstanding, beginning of year	4,874,780	\$ 48,747,797	3,788,010	\$ 37,880,099
Impact of adopting IFRS 9 (note 11)	-	(82,457)	-	-
Decrease in net assets, ECL for 2018	-	(63,798)	-	-
Issued for cash	4,356,587	43,565,866	1,327,203	13,272,029
Issued for reinvested distributions	129,382	1,293,818	94,512	945,121
Redeemed for cash	(523,851)	(5,238,514)	(334,945)	(3,349,452)
Issued and outstanding, end of year	8,836,898	88,222,712	4,874,780	48,747,797
Cumulative IFRS 9 Stage 1 provisions	-	146,255	-	-
	8,836,898	\$ 88,369,967	4,874,780	\$ 48,747,797

Series I units	2018		2017	
	Number	Amount	Number	Amount
Issued and outstanding, beginning of year	2,930,575	\$ 29,305,757	901,877	\$ 9,018,774
Impact of adopting IFRS 9 (note 11)	-	(67,764)	-	-
Decrease in net assets, ECL for 2018	-	(52,430)	-	-
Issued for cash	4,376,455	43,764,552	2,466,378	24,663,784
Issued for reinvested distributions	37,384	373,838	37,493	374,933
Redeemed for cash	(82,205)	(822,048)	(475,173)	(4,751,734)
Issued and outstanding, end of year	7,262,209	72,501,905	2,930,575	29,305,757
Cumulative IFRS 9 Stage 1 provisions	-	120,194	-	-
	7,262,209	\$ 72,622,099	2,930,575	\$ 29,305,757

Total	2018		2017	
	Number	Amount	Number	Amount
Issued and outstanding, beginning of year	8,512,313	\$ 85,123,135	5,210,755	\$ 52,107,550
Impact of adopting IFRS 9 (note 11)	-	(159,898)	-	-
Decrease in net assets, ECL for 2018	-	(123,716)	-	-
Issued for cash	9,128,736	91,287,355	4,125,047	41,250,471
Issued for reinvested distributions	188,759	1,887,585	145,464	1,454,646
Redeemed for cash	(693,595)	(6,935,949)	(968,953)	(9,689,532)
Issued and outstanding, end of year	17,163,213	171,078,512	8,512,313	85,123,135
Cumulative IFRS 9 Stage 1 provisions	-	283,614	-	-
	17,163,213	\$ 171,362,126	8,512,313	\$ 85,123,135

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Year ended December 31, 2018

6. Redeemable units, representing net assets attributable to holders of redeemable units (continued):

For the year ended December 31, 2018, the taxable income of the Trust was \$5,678,828 and the accounting income of the Trust attributable to holders of redeemable units was \$5,555,112. In accordance with its trust indenture, the Trust distributed an amount equal to taxable income. The difference of \$123,716 between accounting income and taxable income primarily reflects the provision for expected credit losses related to IFRS 9.

7. Distribution payable to holders of redeemable units:

The total distributions for the year were \$5,678,828 (2017-\$3,641,263) the fourth quarter distribution payable at December 31, 2018 is to be distributed to the unitholders subsequent to year-end as follows:

	2018	2017
Paid in cash	\$ 1,485,769	\$ 877,648
Reinvested as Trust units	1,103,051	611,307
	<u>\$ 2,588,820</u>	<u>\$ 1,488,955</u>

8. Related party transactions and balances:

The Trust invests in prime mortgages alone or on a participation basis with parties related to the Manager. Title to mortgages is held by TCC Mortgage Holdings Inc., a bare trustee, or Computershare Trust Company of Canada, a non-related third party, on behalf of the beneficial owners of the mortgages. TCC Mortgage Holdings is related to the Manager and the Trust through common control. In cases where mortgages are held on a participation basis, certain duties are performed by the Mortgage Broker:

- The Trust's rights are as outlined in the Trust Agreement and a Mortgage Participation and Servicing Agreement with the Mortgage Broker. The Trustee holds the Trust's interest in the mortgages and underlying security.
- Pursuant to this agreement, the Mortgage Broker administers and services the mortgages on behalf of the Trustee and other investees. The Mortgage Broker acts as the Trust's loan originator, underwriter, servicer and syndicator.
- The Mortgage Broker performs certain duties including registering title to the mortgages, arranging for title searches, and holding all title papers and other security documentation related to the mortgages.
- The Mortgage Broker delivers cash payments for interest and principal to the Trustee.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

8. Related party transactions and balances (continued):

The Trust generally invests in an interest in a mortgage at the time the mortgage is funded. However, at any time during the term of the mortgage, it may acquire an interest from or sell its interest in a mortgage to other parties related to the Manager, Trustee and Mortgage Broker. Purchases from and sales to related parties are transacted at unpaid principal plus accrued interest due at the date of the transaction which, in the opinion of the Manager, represent the estimated fair values of the related mortgages.

During the year, the Trust purchased investments in mortgages of \$99,858,332 (2017 - \$29,716,395) from, and sold investments in mortgages of \$22,786,619 (2017 - \$5,287,770) to entities under common management. All related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Pursuant to the terms and conditions of the Trust Agreement, the Manager is entitled to receive from the Trust in respect of each class of units an annual fee (the "Management Fee") payable quarterly. For Class A Units and Class F Units this is equal to 1.50% of the proportionate share of the average gross assets of the Trust plus applicable taxes. For Class I Units this is equal to a percentage, to be negotiated between the Manager and the Unitholder, of the proportionate share of the average gross assets of the Trust plus applicable taxes. The average gross assets of the Trust are calculated using a simple moving average of the month end value of all assets, excluding mortgage syndications, of the Trust. For each class of units of the Trust, the Manager also receives an additional fee (the "Incentive Fee") equal to 10% of net earnings and capital gains but prior to the deduction for the Incentive Fee, payable annually.

During the year, the Trust incurred Management Fees of \$1,761,147 (2017 - \$1,156,359) and Incentive Fees of \$340,278 (2017 - \$406,559) payable to the Manager. A portion of the Incentive Fees in the amount of \$301,036 were waived by the Manager in 2018 (2017 - \$24,367). As at December 31, 2018, \$916,378 (2017 - \$736,406) remained outstanding, and is included in accounts payable and accrued liabilities.

Due from related party includes \$5,150,000 (2017 - nil) cash held in Trust by the Mortgage Broker for a mortgage payout not distributed to the Trust at December 31, 2018. The full amount of the was received subsequent to year end.

The Manager is responsible for the expenses of the initial offering of units, other than brokerage fees, as well as employment expenses of its personnel, rent and other office expenses. The Manager is not responsible for any taxes payable by the Trust or to which the Trust may be subject. The Trust will reimburse the Manager for all expenses incurred in the management of the Trust except as previously noted.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

9. Income taxes:

The Trust qualifies as a mutual fund trust under the *Income Tax Act (Canada)*.

The Trust allocates to its unitholders net earnings and net gains that would otherwise attract tax in the Trust. Accordingly, no provision for income taxes is reflected in its financial statements.

10. Financial instruments and risk management:

The fair value of a financial instrument is the amount at which the instrument could be exchanged in an orderly transaction between market participants at the measurement date.

(a) Fair values of financial instruments held at amortized cost using the fair value hierarchy:

The carrying values of cash, accrued interest receivable, bank indebtedness, accounts payable and accrued liabilities, distributions payable, and loans payable approximate their fair values due to the relatively short periods to maturity of these items or because they are receivable or payable on demand. The carrying values of the investments in mortgages approximate their fair values because the Manager doesn't expect any significant changes in interest rates or credit risk.

The following table shows a hierarchy for disclosing fair value based on inputs used to value the Trust's assets or liabilities that are measured at fair value or for which fair value disclosure is required. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Quoted prices (unadjusted) in active markets for identical assets and liabilities (Level 1);
- Inputs other than quoted prices in active markets included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices) (Level 2); and
- Inputs for the asset or liability that are not based on observable market data (unobservable inputs) (Level 3).

TREZ CAPITAL PRIME TRUST

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(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

10. Financial instruments and risk management (continued):

(a) Fair values of financial instruments held at amortized cost using the fair value hierarchy (continued):

December 31, 2018	Carrying value			Fair value
	Amortized Cost	FVTPL	Other financial liabilities	
Assets not measured at fair value:				
Investments in mortgages	\$ 178,028,037	\$ -	\$ -	\$ 178,028,037
Other assets	450,437	-	-	450,437
Due from related party	5,167,162	-	-	5,167,162
Cash	1,761,870	-	-	1,761,870
Financial liabilities not measured at fair value:				
Bank indebtedness	-	-	10,000,000	10,000,000
Distribution payable on redeemable units	-	-	2,588,820	2,588,820
Accounts payable and accrued liabilities	-	-	1,307,475	1,307,475
Mortgage syndication liabilities	-	-	500,000	500,000
Financial liabilities measured at fair value:				
Foreign currency derivative (Level 2)	-	518,181	-	518,181

December 31, 2017	Carrying value			Fair value
	Amortized Cost	FVTPL	Other financial liabilities	
Assets not measured at fair value:				
Investments in mortgages	\$ 88,522,699	\$ -	\$ -	\$ 88,522,699
Other assets	199,230	-	-	199,230
Cash	4,305,349	-	-	4,305,349
Financial liabilities not measured at fair value:				
Bank indebtedness	-	-	5,500,000	5,500,500
Distribution payable on redeemable units	-	-	1,488,955	1,488,955
Accounts payable and accrued liabilities	-	-	980,241	980,241
Mortgage syndication liabilities	-	-	639,782	639,782
Financial assets measured at fair value:				
Foreign currency derivative (Level 2)	-	468,096	-	468,096

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(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

10. Financial instruments and risk management (continued):

- (a) Fair values of financial instruments held at amortized cost using the fair value hierarchy (continued):

The valuation techniques and inputs used for the Trust's financial instruments are as follows:

- (i) Investments in mortgages and mortgage syndication liabilities:

There is no quoted price in an active market for the mortgage investments or mortgage syndication liabilities. The Manager makes its determination of fair value based on its assessment of the current lending market for mortgage investments of same or similar terms. Typically, the fair value of these mortgage investments and mortgage syndication liabilities approximate their carrying value given the amounts consist of short-term loans that are repayable at the option of the borrower without yield maintenance or penalties. As a result, the fair value of mortgage investments and mortgage syndication liabilities is based on Level 3 inputs.

- (ii) Other financial assets and liabilities:

The fair values of cash, restricted cash, other assets, loans payable, and accounts payable and accrued liabilities and distributions payable to holders of redeemable units approximate their carrying value due to their short-term maturities.

- (iii) Net assets attributable to the holders of redeemable units:

The Trust routinely redeems and issues redeemable units at the amount equal to the proportionate share of net assets of the Trust at the time of redemption, calculated on a basis consistent with that used in these financial statements. Accordingly, the carrying amount of the net assets attributable to the holders of redeemable units approximates their fair value and are based on Level 2 inputs.

- (iv) Foreign currency derivatives:

The Trust has entered into foreign exchange contracts to mitigate the impact from fluctuations in foreign exchange rates. The manager determines the fair value of foreign currency derivatives with reference to quotations from third party derivative dealers and accepts the amount as fair value for the derivatives. As a result, the fair value of foreign currency derivatives is based on Level 2 inputs.

There were no transfers between Level 1, Level 2 and Level 3 during the years ended December 31, 2018 and 2017.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

10. Financial instruments and risk management (continued):

(b) Financial risk management:

The Trust has exposure to the following risks from financial instruments:

- Credit risk;
- Liquidity risk; and
- Market risk.

Management's risk management policies are typically performed as a part of the overall management of the Trust's operations. Management is aware of risks related to these objectives through direct personal involvement with employees and outside parties. In the normal course of its business, the Trust may be exposed to a number of risks that could affect its operating performance. Management's close involvement in operations will help to identify risks and variations from expectations. The Trust has not designated any transactions as hedging transactions to manage risk.

As a part of the overall operation of the Trust, management considers the avoidance of undue concentrations of risk. The risk and the actions taken to manage them include the following:

(i) Credit risk:

Credit risk is the risk that counterparty to a financial instrument will fail to discharge an obligation that it has entered into with the Trust, resulting in a financial loss to the Trust. This risk arises principally from the investments in mortgages and cash. For risk management reporting purposes the Trust considers and consolidates all elements of credit risk exposure (such as loan-to-value, sector risk, location risk, and individual obligor default risk).

The Trust mitigates the risk of credit loss by ensuring that its mix of mortgages is diversified, and by limiting its exposure to any specific borrower or sector. Furthermore, the Trust manages its credit risk through extensive initial due diligence and careful monitoring of its mortgage portfolio, active communications with borrowers and the institution of aggressive enforcement procedures on defaulting mortgages by its Mortgage Broker, and by matching the cash flow profile of the assets and liabilities. All mortgage investments are approved by the Credit Committee comprised of senior management of the Mortgage Broker. The Mortgage Broker's Credit Committee reviews its policies regarding its lending limits on an ongoing basis. Minimal credit risk also arises from cash deposits. This is mitigated by holding deposits in Canada with major financial institutions.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

10. Financial instruments and risk management (continued):

(b) Financial risk management (continued):

(i) Credit risk (continued):

As at December 31, 2018, the largest mortgage investment in the Trust's mortgage portfolio was \$12,761,979 (2017 - \$7,768,412) which is 7.45% (2017 - 9.13%) of the Trust's net asset value, and 7.23% (2017 - 8.91%) of its mortgage portfolio.

The Trust's maximum credit risk exposure (without taking into account collateral and other credit enhancements) at December 31, 2018 and 2017 is represented by the respective carrying amounts of the relevant financial assets in the statement of financial position.

(ii) Liquidity risk:

Liquidity risk is the risk of encountering difficulty in meeting obligations associated with financial liabilities that are settled by delivering cash or another financial asset.

The Trust's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities (primarily unit redemptions and distributions) when due. Liquidity risk is managed by ensuring that the sum of: (i) availability under the Trust's bank borrowing line; and (ii) projected repayments under the existing mortgage portfolio exceeds projected needs (including funding of further advances under existing and new mortgage investments).

As at December 31, 2018, 31.7% of the Trust's mortgage portfolio, being \$56,019,335 is due on or before December 31, 2019 (2017 - 56.09% or \$49,247,478 due before December 2018), excluding the six mortgages (2017 - one) that are past due.

All other liabilities are short term in nature and repayable within a year, while the Trust's units do not have a set maturity date, they are redeemable on demand by the unitholders.

In Management's opinion, the Trust has sufficient resources to meet its current cash flow requirements.

(iii) Market risk:

Market risk is the risk that changes in market factors, such as interest rates, currency and other price risks will affect the Trust's income or the fair value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposure within acceptable parameters, while optimizing the return.

The Trust's strategy for the management of market risk is driven by the Trust's investment objective which is to invest in a diversified portfolio of mortgages on real property located within Canada and the United States that preserves capital and generates returns in order to permit the Trust to pay quarterly distribution to its unit holders.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

10. Financial instruments and risk management (continued):

(b) Financial risk management (continued):

(iii) Market risk (continued):

The Trust's market risk is managed on a regular basis by the Manager in accordance with policies and procedures in place.

(A) Interest rate risk:

Interest rate risk is the risk that the fair value or the future cash flows of a financial instrument will fluctuate because of changes in market interest rates.

The Trust's interest rate risk is primarily attributable to its return on investments in mortgages relative to its resources to fund the mortgages. The Trust manages interest rate risk by generally investing in short term variable rate mortgages with floor rates which are greater than the rate charged by its lenders.

As at December 31, 2018, a 0.25% decrease or increase in interest rates with all other variables held constant would increase/decrease the Trust's income by approximately \$290,161 (2017 - \$160,014), arising mainly as a result of higher interest income generated on variable rate mortgage investments offset in part by higher interest rates on the Trust's borrowing facilities. A 0.25% decrease or increase in interest rates with all other variables held constant would increase/decrease income by approximately \$25,000 (2017 - \$13,750) as a result of lower interest costs on the borrowing facilities.

(B) Currency risk:

Currency risk is the risk that the value of financial instruments will fluctuate due to changes in foreign exchange rates. The Trust's functional currency is Canadian dollars however the Trust invests in mortgages that are denominated in US dollars.

The Trust has put in place steps to mitigate impacts from fluctuations in foreign exchange as the Trust has entered into forward exchange contracts to manage its foreign exchange exposure. As at December 31, 2018, the Trust was participating in one forward exchange contract to sell US dollars totaling \$37,304,389 at forward rate of 1.3500 with settlement on January 24, 2019 (2017 - \$16,647,600). The foreign currency derivatives are marked-to-market on the statement of financial position and the fair value as at December 31, 2018 is a liability of \$(518,181) (2017 - asset of \$468,096). The foreign currency derivatives are entered into by the Mortgage Broker on behalf of the Trust with third party financial institutions.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

10. Financial instruments and risk management (continued):

(b) Financial risk management (continued):

(iii) Market risk (continued):

(B) Currency risk (continued):

The table below indicates the foreign currency to which the Trust had unhedged exposure at December 31, 2018. It also illustrates the potential impact on the net assets attributable to holders of redeemable units if Canadian dollar had strengthened or weakened by 5% in relation to the other currency, with all other variables held constant.

Increase (decrease) in CAD:

2018

Currency	Unhedged exposure	Impact on net assets attributable to redeemable units 5%
United States dollars	\$ 33,892	\$ 1,695
% of net assets attributable to redeemable units	0.02%	0.00%

2017

Currency	Unhedged exposure	Impact on net assets attributable to redeemable units 5%
United States dollars	\$ 17,230	\$ 862
% of net assets attributable to redeemable units	0.02%	0.00%

(C) Other price risk:

Other price risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. The Trust is exposed to price risk because of its investment in mortgages. These risks arise from changes in the real estate market and could be local or national in nature. Deteriorating real estate values increase the Trust's risk. The Trust manages these risks by actively maintaining strong borrower relationship and active monitoring of all loans. Further, the Trust has diversified its portfolio of investment mortgages geographically to manage this risk.

TREZ CAPITAL PRIME TRUST

Notes to Financial Statements

(Tabular amounts expressed in Canadian dollars, unless otherwise indicated)

Year ended December 31, 2018

11. Transition to IFRS 9:

The following table summarizes the classification and measurement impacts of adopting IFRS 9 as at January 1, 2018.

Comparative periods have not been restated. Differences in the carrying amounts of financial assets and financial liabilities resulting from the adoption of IFRS 9 relates solely to impairment in the amount of \$159,898 and which has been recognized in net assets attributable to holders of redeemable units as at January 1, 2018. Accordingly, the information presented for 2017 does not reflect the requirements of IFRS 9.

The following assessment of financial assets that are debt instruments have been made on the basis of the facts and circumstances that existed at the date of initial application:

- The determination of the business model in which a financial asset is held and whether it meets the SPPI test.
- The designation of certain financial assets and financial liabilities as measured at FVTPL.

The Trust has classified its financial instruments as at January 1, 2018 as follows:

Asset / liability	IAS 39 Measurement Category	IFRS 9 Measurement Category
Cash	Loans and receivables	Amortized cost
Restricted cash	Loans and receivables	Amortized cost
Due from related party	Loans and receivables	Amortized cost
Investments in mortgages	Loans and receivables	Amortized cost
Bank indebtedness	Other financial liabilities	Amortized cost
Loans payable	Other financial liabilities	Amortized cost
Accounts payable and accrued liabilities	Other financial liabilities	Amortized cost
Foreign currency derivatives	FVTPL	FVTPL
Distribution payable to holders of redeemable units	Other financial liabilities	Amortized cost
Mortgage syndication liabilities	Other financial liabilities	Amortized cost
Net assets attributable to holders of redeemable units	Other financial liabilities	Amortized cost

12. Capital management:

The Trust considers net assets attributable to holders of redeemable units to be capital, which as at December 31, 2018 is \$171,078,512 (2017 - \$85,123,135).

The Trust's objective when managing capital is to maintain its ability to continue as a going concern and ensure that it has sufficient resources in order to be able to generate returns for its investors. To secure the additional capital necessary to pursue these plans, the Trust may attempt to raise additional funds through the issuance of additional units. The Trust is not subject to externally imposed capital requirements and has no legal restrictions on the issue, repurchase or resale of redeemable units beyond those included in the Trust agreement.

CERTIFICATE OF THE TRUST AND OF THE PROMOTER

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made.

This Offering Memorandum does not contain a misrepresentation.

DATED EFFECTIVE this 1st day of May, 2019.

Trez Capital Prime Trust
By its Manager and Promoter, Trez Capital Fund Management Limited Partnership,
by its general partner, Trez Capital Fund Management (2011) Corporation

"Morley Greene"

(Signed) Morley Greene
Chief Executive Officer and Director

"Alexander (Sandy) Manson"

(Signed) Alexander (Sandy) Manson
Chief Financial Officer and Director

**On behalf of the Directors of Trez Capital (2011) Corporation,
the general partner of Trez Capital Limited Partnership**

"Morley Greene"

(Signed) Morley Greene
Director

"Alexander (Sandy) Manson"

(Signed) Alexander (Sandy) Manson
Director

**On behalf of the Directors of Trez Capital Fund
Management (2011) Corporation, the general partner of Trez Capital
Fund Management Limited Partnership**

"Morley Greene"

(Signed) Morley Greene
Director

"Alexander (Sandy) Manson"

(Signed) Alexander (Sandy) Manson
Director