No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

PROSPECTUS

Initial Public Offering February 28, 2012

CANADA DOMINION RESOURCES 2012 LIMITED PARTNERSHIP

$50,000,000 (Maximum)
2,000,000 Limited Partnership Units
Price per Unit: $25.00
Minimum Subscription: $5,000 (200 Units)

The Partnership: Canada Dominion Resources 2012 Limited Partnership (the "Partnership") is a non-redeemable investment fund. This prospectus qualifies the distribution by the Partnership of a maximum of 2,000,000 limited partnership units (the "Units"). The Units will be sold at a price of $25 per Unit, subject to a minimum subscription of 200 Units for $5,000. Capitalized terms used in this prospectus are defined in the Glossary of Terms in this prospectus.

Investment Objective: The Partnership's investment objective is to provide for a tax-assisted investment in a diversified portfolio of Flow-Through Shares and other securities, if any, of Resource Companies with a view to earning income and achieving capital appreciation for Limited Partners. The Partnership will enter into Share Purchase Agreements with Resource Companies under which such companies will agree to issue Flow-Through Shares and other securities, if any, to the Partnership, incur Canadian Exploration Expense ("CEE") in carrying out exploration in Canada and renounce CEE to the Partnership. Limited Partners with sufficient income will be entitled to claim deductions for Canadian federal income tax purposes in respect of CEE incurred and renounced to the Partnership and may be entitled to certain investment tax credits deductible from tax payable. See "Investment Objective" and "Income Tax Considerations".

The Manager: Dundee Securities Ltd. will act as the investment fund manager (the "Manager") of the Partnership. The Manager is a full-service Canadian investment dealer and a wholly-owned subsidiary of Dundee Capital Markets Inc. On February 1, 2012, Dundee Corporation acquired ownership and control of all of the issued and outstanding common shares of Dundee Capital Markets Inc. that it did not already own. See "Organization and Management Details of the Partnership — Manager of the Partnership".

The Portfolio Advisor: Ned Goodman Investment Counsel Limited ("NGIC" or the "Portfolio Advisor") will act as the portfolio advisor to the Partnership. NGIC is a wholly-owned subsidiary of Dundee Corporation and is led by Ned Goodman. See "Organization and Management Details of the Partnership — Portfolio Advisor".

The Sub-Advisor: GCIC Ltd. (formerly Goodman & Company, Investment Counsel Ltd.) ("GCIC" or the " Sub-Advisor") will act as the sub-advisor to the Partnership in respect of the oil and gas investments for the Partnership. GCIC is a leading Canadian investment company offering comprehensive investment services, including the Dynamic™ family of mutual funds, tax-advantaged products and customized high net worth programs. See "Organization and Management Details of the Partnership — The Sub-Advisor".

	Price to the Public	Agents' Fee[1]	Proceeds to the Partnership[2]
Price Per Unit[3]	$25	$1.4375	$23.5625
Minimum Offering[4] (400,000 Units)	$10,000,000	$575,000	$9,425,000
Maximum Offering (2,000,000 Units)	$50,000,000	$2,875,000	$47,125,000

(1) The Agents' fee is 5.75% and will be paid by the Partnership from the proceeds of the Loan Facility.

(2) Before deducting the expenses of this Offering, estimated by the Manager to be $400,000 in the case of the minimum Offering and $600,000 in the case of the maximum Offering. However, the Partnership's share of any Offering expenses is capped at 2% of the gross proceeds of the Offering ($200,000 in the case of the minimum Offering) and the Manager will pay any Offering expenses in excess of that amount. The Partnership's share of the Offering expenses, together with the Agents' fee, will be paid by the Partnership from the proceeds of the Loan Facility and are not deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2012.

(3) The Manager established the subscription price per Unit.

(4) There will be no Closing unless a minimum of 400,000 Units are sold. If subscriptions for a minimum of 400,000 Units have not been received within 90 days following the date of issuance of a receipt for this prospectus, this Offering may not continue and subscription proceeds will be returned to Subscribers, without interest or deduction, unless an amendment to this prospectus is filed. The proceeds from subscriptions will be received by the Agents or such other registered dealers or brokers as are authorized by the Agents pending the Initial Closing and any subsequent Closing.

(continued on next page)

(continued from cover)

THIS IS A SPECULATIVE OFFERING. The purchase of Units involves significant risks, including the use of leverage. There is no assurance of a return on a Subscriber's initial investment. The Units are more suitable for individuals whose incomes are subject to high marginal tax rates. There is no market through which the Units may be sold and purchasers may not be able to resell securities purchased under this prospectus. This may affect the pricing of the Units in the secondary market, the transparency and availability of trading prices, the liquidity of the securities and the extent of issuer regulation. The Flow-Through Shares and other securities, if any, of Resource Companies issued to the Partnership generally will be subject to resale restrictions. The Portfolio Advisor and the Sub-Advisor, on behalf of the Partnership, may not be able to identify a sufficient number of investments in Flow-Through Shares and other securities, if any, of Resource Companies to fully invest the Available Funds by December 31, 2012. Therefore, the possibility exists that capital may be returned to Limited Partners and Limited Partners may be unable to claim anticipated deductions from income for income tax purposes. Fluctuations in the market price of securities acquired by the Partnership may occur for a number of reasons beyond the control of the Manager or the Partnership and there is no assurance that an adequate market will exist for such securities. The business activities of Resource Companies are speculative and may be adversely affected by factors outside the control of those issuers. Limited Partners who sell their Units may not realize proceeds equal to their *pro rata* share of the Net Asset Value because of their liability for tax on capital gains arising as a result of a disposition of Units. The General Partner has nominal assets. Limited Partners could lose their limited liability in certain circumstances. See "Risk Factors", "Organization and Management Details of the Partnership — Conflicts of Interest" and "Income Tax Considerations". Subscribers should consult their own professional advisors to assess the income tax, legal and other aspects of this investment and, in addition to the tax benefits, should consider the investment merits of the Units.

Liquidity Event: The Partnership intends to provide liquidity to Limited Partners prior to July 1, 2014. The Partnership currently intends to implement a Mutual Fund Rollover Transaction, but if the Manager determines not to proceed with a Mutual Fund Rollover Transaction, then the Partnership will convene a Special Meeting to consider an alternative liquidity transaction (a "Liquidity Alternative"), subject to approval by Extraordinary Resolution. The completion of the Mutual Fund Rollover Transaction or a Liquidity Alternative will be subject to the receipt of all approvals that may be necessary. **There can be no assurance that the Mutual Fund Rollover Transaction or a Liquidity Alternative will receive the necessary approvals or be implemented.** See "Termination of the Partnership — Liquidity Event" and "Termination of the Partnership — DMP Ltd."

Pursuant to the Mutual Fund Rollover Transaction, if any, Limited Partners will receive redeemable DMP Resource Class Shares. Dynamic Managed Portfolios Ltd. ("DMP Ltd.") is an open-end mutual fund corporation. DMP Ltd. currently offers seven classes of mutual fund shares, including the DMP Resource Class Shares. Each class of shares constitutes a separate mutual fund (each a "DMP Fund"), the DMP Resource Class being one of the DMP Funds. The multiple-class structure allows investors to switch between different classes on a tax-deferred basis and reposition their investment portfolio to meet their individual investment requirements. The Partnership intends to complete the Mutual Fund Rollover Transaction, if any, pursuant to the terms of the Transfer Agreement. The Transfer Agreement is assignable by DMP Ltd., and Partnership assets may be transferred, to any other open-end mutual fund corporation managed by GCIC or the Manager or an affiliate thereof.

The federal tax shelter identification number for the Partnership is TS079376. The Québec tax shelter identification number is QAF-12-01454. The identification numbers issued for this tax shelter shall be included in any income tax return filed by the investor. Issuance of the identification numbers is for administrative purposes only and does not in any way confirm the entitlement of an investor to claim any tax benefits associated with the tax shelter. Les numéros d'inscription attribués à cet abri fiscal doivent figurer dans toute déclaration d'impôt sur le revenu produite par l'investisseur. L'attribution de ces numéros n'est qu'une formalité administrative et ne confirme aucunement le droit de l'investisseur aux avantages fiscaux découlant de cet abri fiscal.

RBC Dominion Securities Inc., CIBC World Markets Inc., Scotia Capital Inc., National Bank Financial Inc., BMO Nesbitt Burns Inc., Dundee Securities Ltd., TD Securities Inc., Macquarie Capital Markets Canada Ltd., Canaccord Genuity Corp., Manulife Securities Incorporated, Raymond James Ltd., Desjardins Securities Inc. and GMP Securities L.P. as agents (collectively, the "Agents"), conditionally offer the Units for sale on a best efforts basis, if, as and when subscriptions are accepted by the Manager on behalf of the Partnership, subject to prior sale, in accordance with the conditions contained in the Agency Agreement referred to under "Plan of Distribution" and subject to approval of certain legal matters on behalf of the Partnership and the General Partner by Stikeman Elliott LLP and on behalf of the Agents by Blake, Cassels & Graydon LLP. **The General Partner is a wholly-owned subsidiary of Dundee Securities Ltd., which is the Manager and one of the Agents, and consequently the Partnership is a "connected issuer" and a "related issuer" of Dundee Securities Ltd. for the purposes of applicable securities laws. The Partnership may also be considered to be a connected issuer of (a) BMO Nesbitt Burns Inc., one of the Agents, because BMO Nesbitt Burns Inc. is an affiliate of a bank which will, on the date of the Initial Closing, be a lender to the Partnership, (b) NGIC, the Portfolio Advisor, which is an affiliate of the General Partner and the Manager and (c) Scotia Capital Inc., one of the Agents, which is an affiliate of the Sub-Advisor. A majority of the directors and officers of the General Partner are also directors and officers of Dundee Securities Ltd. or affiliates thereof. See "Plan of Distribution" and "Organization and Management Details of the Partnership — Conflicts of Interest".**

Subscriptions for Units will be received subject to rejection or allotment in whole or in part and the Partnership reserves the right to close the subscription books at any time without notice. Registrations of interests in and transfers of Units will be made only through non-certificated interests issued under the Book-Entry Only System administered by CDS Clearing and Depository Services Inc. ("CDS"). Non-certificated interests representing the aggregate Units subscribed for under the Offering will be recorded in the name of CDS, or its nominee, on the register of the Fund maintained by Computershare Investor Services Inc. on the date of Closing. A Subscriber will receive only a customer confirmation from the registered dealer or broker which is a CDS Participant and through which such Subscriber purchased Units. It is expected that the Initial Closing will occur on or about March 13, 2012 and all subsequent Closings, if any, will be completed on or before April 30, 2012. See "Plan of Distribution" and "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Units".

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FORWARD LOOKING STATEMENTS

Certain statements included in this prospectus constitute forward looking statements, including those identified by the expressions "anticipate"; "believe"; "plan"; "estimate"; "view"; "expect"; "may"; "will"; "intend"; and similar expressions to the extent they relate to the Partnership, the General Partner, the Portfolio Advisor or the Sub-Advisor. These forward looking statements are not historical facts but reflect the current expectations of the Partnership, the General Partner, the Portfolio Advisor and/or the Sub-Advisor regarding future results or events. These forward looking statements are subject to a number of risks and uncertainties that could cause actual results or events to differ materially from current expectations. These risks and uncertainties include, but are not limited to, changes in the global economy, general economic and business conditions, existing governmental regulations, supply, demand and other market factors specific to the resource sector and to the securities of Resource Companies, including those set out under "Risk Factors". In light of the many risks and uncertainties surrounding the resource sector, the forward-looking statements contained in this prospectus may not be realized. See "Risk Factors".

The forward-looking statements contained herein are expressly qualified in their entirety by this cautionary statement. Forward-looking statements are made as of the date hereof, or such other date specified in such statements, and neither the General Partner, on behalf of the Partnership, nor any other person assumes any obligation to update or revise such forward-looking statements to reflect new information, events or circumstances, except as required by law.

PROSPECTUS SUMMARY

The following is a summary of the principal features of this distribution and should be read together with the more detailed information and financial data and statements contained elsewhere in this prospectus. Certain capitalized terms used but not defined in this summary are defined on the face page of this prospectus or in the Glossary of Terms.

Issuer:	Canada Dominion Resources 2012 Limited Partnership (the "Partnership").
Securities Offered:	Units.
Offering Size:	Maximum $50,000,000 (2,000,000 Units). Minimum $10,000,000 (400,000 Units).
Price:	$25 per Unit. See "Purchases of Securities".
Minimum Subscription:	200 Units for $5,000. Additional subscriptions may be made in multiples of one Unit ($25).
Payment of Subscription Price:	The Subscription Price is payable in full at Closing. See "Purchases of Securities".
Investment Objective:	The Partnership's investment objective is to provide for a tax-assisted investment in a diversified portfolio of Flow-Through Shares and other securities, if any, of Resource Companies with a view to earning income and achieving capital appreciation for Limited Partners. The Partnership will enter into Share Purchase Agreements with Resource Companies under which such companies will agree to issue Flow-Through Shares and other securities, if any, to the Partnership, incur CEE in carrying out exploration in Canada and renounce CEE to the Partnership. Limited Partners with sufficient income will be entitled to claim deductions for Canadian federal income tax purposes in respect of CEE incurred and renounced to the Partnership and may be entitled to certain investment tax credits deductible from tax payable. See "Investment Objective" and "Income Tax Considerations".
Investment Strategies:	The Partnership's investment strategy entails initially investing primarily in Flow-Through Shares of Resource Companies engaged in oil and gas or mining exploration, development and/or production or certain energy production that may incur CRCE that: (a) have experienced management; (b) have a strong exploration program in place; (c) may require time to mature; and (d) offer the potential for future growth. It is anticipated that the Resource Companies will include a significant number of junior Resource Companies. The Partnership intends to invest the Available Funds such that Limited Partners with sufficient income will be entitled to claim deductions for Canadian federal income tax purposes in respect of the CEE incurred and renounced to the Partnership and may be entitled to certain investment tax credits deductible from tax payable. Resource Companies that incur CEE may deduct 100% of such expenditures from their income for tax purposes. These income tax deductions may be flowed through to investors who agree to purchase qualifying shares, or the right to such shares, from a Resource Company under an agreement whereby such Resource Company agrees to incur the CEE and renounce such expense to such investors. Shares issued in accordance with such an agreement are "flow-through shares" as defined in the Tax Act. CEE incurred during 2013 will be deemed to be incurred as of December 31, 2012 in certain circumstances. The use of a limited partnership permits income tax

deductions to be allocated to, and utilized by, limited partners while at the same time providing for limited liability, subject to certain qualifications. See "Investment Objective", "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Limited Liability of Limited Partners", "Risk Factors" and "Income Tax Considerations".

Limited Partners with sufficient income will be entitled to claim deductions for Canadian federal income tax purposes in respect of the CEE incurred and renounced to the Partnership and may be entitled to certain investment tax credits deductible from tax payable. The Partnership may invest in non-flow-through securities of Resource Companies separately or in combination with Flow-Through Shares of the same Resource Company when they are offered at the same time in order to facilitate the acquisition of such Flow-Through Shares and reduce the average cost of the investment in such Resource Company.

The Partnership intends to obtain for Limited Partners the applicable income tax deductions associated with Flow-Through Shares and to reduce certain risks to Limited Partners by the diversification of the portfolio of equity securities of Resource Companies to be owned by the Partnership by entering into Share Purchase Agreements with Resource Companies pursuant to which each Resource Company will undertake to incur CEE between the date on which such Resource Company entered into the applicable Share Purchase Agreement and December 31, 2013, inclusive. The Partnership will receive Flow-Through Shares and CEE will be renounced to the Partnership by the Resource Companies. By investing in a number of Resource Companies, the Partnership will benefit from the reduced risks associated with portfolio diversification. The focus of the Partnership's portfolio is expected to be on the oil and gas and mining sectors.

See "Investment Strategies".

Investment Restrictions:

The Partnership will, as a general rule, at the time of investment, use its best efforts to observe the following guidelines in committing the Available Funds to Resource Companies:

(a) at least 80% of the Available Funds will be invested in Resource Companies that are listed on a stock exchange and at least 25% of the Available Funds will be invested in Resource Companies that are listed on the TSX, the New York Stock Exchange (including the NYSE Amex Equities), NASDAQ, the London Stock Exchange (including the Alternative Investment Market), the Australian Stock Exchange or the South African JSE Securities Exchange;

(b) not more than 20% of the Available Funds will be invested in any one Resource Company;

(c) the Partnership will not own more than 10% of any class of equity or voting securities of any Resource Company or purchase securities of any Resource Company for the purpose of exercising control or management over such Resource Company; provided that, for this purpose, all equity based securities held by the Partnership shall be deemed to have been converted or exercised into the underlying equity securities and all fully paid equity based securities issued by a Resource Company shall be deemed to have been exercised into the underlying equity securities; and

(d) not more than 20% of the Available Funds in aggregate will be invested in Resource Companies that are Related Issuers.

Subject to the foregoing restrictions, the Available Funds may be invested in Related Issuers or in "related issuers" or "connected issuers" of Dundee Securities Ltd. for the purposes of applicable securities laws.

The Partnership may, subject to compliance with applicable securities law, also invest in entities related to the Manager or NGIC or purchase a security of an issuer in which a responsible person or an associate of a responsible person is a partner, officer or director.

See "Investment Restrictions" and "Conflicts of Interest".

Loan Facility:

The Partnership will endeavour to maximize the amount to be invested in Flow-Through Shares. Therefore, the Partnership will enter into a loan facility (the "Loan Facility") on the date of the Initial Closing with a Canadian chartered bank that is an affiliate of BMO Nesbitt Burns Inc., one of the Agents. The Loan Facility will be used solely for the purpose of funding the Agents' fee and the expenses of this Offering that are payable by the Partnership.

Pursuant to the Loan Facility, the Partnership will be able to borrow up to the amount of the aggregate of the Agents' fee and the expenses of this Offering, such amount not to exceed 7.75% of the Gross Proceeds, and the total market value of the Partnership's total assets divided by total outstanding indebtedness must at all times exceed a ratio of 4 to 1. In the event the value of the total assets of the Partnership declines, the maximum amount of leverage that the Partnership could be exposed to is 25% of the total assets of the Partnership (or approximately 33% of the Net Asset Value of the Partnership). Accordingly, the maximum amount of leverage that the Partnership could be exposed to pursuant to the Loan Facility is 1.33 to 1 ((total long positions including leveraged positions) divided by the Net Asset Value of the Partnership). The Partnership's obligations under the Loan Facility will be secured by a pledge of the assets held by the Partnership.

See "Investment Strategies — Leverage", "Fees and Expenses — Loan Facility", "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Limited-Recourse Financings" and "Income Tax Considerations — Taxation of Securityholders — Computation of Income of Limited Partners".

Use of Proceeds:

The Partnership intends to use the Gross Proceeds as set forth in the table below. The table also shows an estimate of the Available Funds. The Partnership will endeavour to use the Available Funds to subscribe for Flow-Through Shares and other securities, if any, of Resource Companies in accordance with its investment objectives, guidelines and strategy described in this prospectus. See "Use of Proceeds — The Partnership". The Gross

Proceeds to the Partnership, Agents' fee, Offering expenses and Available Funds are set forth in the following table:

	Maximum Offering	Minimum Offering
Net Proceeds		
Gross Proceeds to the Partnership	$50,000,000	$10,000,000
Agents' fee[1]	$ 2,875,000	$ 575,000
Offering expenses[1]	$ 600,000	$ 200,000
Net proceeds to the Partnership	$46,525,000	$ 9,225,000
Available Funds		
Net proceeds to the Partnership	$46,525,000	$ 9,225,000
Proceeds from the Loan Facility[1]	$ 3,475,000	$ 775,000
2012 Partnership fees and expenses[2]	$(1,311,000)	$ (607,000)
Available Funds	$48,689,000	$ 9,393,000

Notes:

(1) The Agents' fee is 5.75% of the Subscription Price of each Unit sold. The expenses of this Offering are estimated by the Manager to be $400,000 in the case of the minimum Offering and $600,000 in the case of the maximum Offering. However, the Partnership's share of any Offering expenses is capped at 2% of the gross proceeds of the Offering ($200,000 in the case of the minimum Offering) and the Manager will pay any Offering expenses in excess of that amount. The Partnership's share of the Offering expenses, together with the Agents' fee, will be paid by the Partnership from the proceeds of the Loan Facility and are not deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2012. See "Fees and Expenses — Initial Fees and Expenses" and "Fees and Expenses — Loan Facility".

(2) The Partnership's on going fees and expenses for the 2012 calendar year have been estimated by the Partnership and include the management fee and all expenses incurred in connection with the Partnership's operation and administration. The Partnership will fund on-going fees and expenses from either amounts reserved from the Gross Proceeds or the proceeds of the sale of Flow-Through Shares held by the Partnership. See "Fees and Expenses".

Risk Factors:

This is a speculative Offering. As of the date of this prospectus, the Partnership has not entered into any Share Purchase Agreements with any Resource Company. If any Closing occurs after the Initial Closing, it is likely that the Partnership will have then selected potential investments or made investments. Aside from tax benefits, Subscribers should consider whether the Units have sufficient merit solely as an investment. In addition, the purchase of Units involves significant risk factors.

These risk factors include, but are not limited to:

(a) an investment in Units is speculative in nature and is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment;

(b) there is no guarantee that an investment in the Partnership will earn a specified rate of return or any return in the short or long term;

(c) in the event of a continued general economic downturn or a recession, there can be no assurance that the business, financial condition and results of operations of the Resource Companies in which the Partnership invests would not be materially adversely affected;

(d) lack of an adequate market for securities owned by the Partnership due to fluctuations in trading volumes, market prices and limited trading volumes;

(e) the purchase price per Unit paid by a Subscriber at a Closing subsequent to the Initial Closing may be less than or greater than the aggregate Net Asset Value per Unit at the time of purchase;

(f) fluctuations in the value of the Units due to variations in the value of securities held by the Partnership due to changes in the market value of securities, lack of assurance of a positive return, market prices for commodities and adverse fluctuations in foreign exchange rates;

(g) difficulties associated with the accurate valuation or sale of investments in certain small or non-listed Resource Companies, resulting in such investments trading at a price significantly lower than their value;

(h) there are certain risks inherent in resource exploration and investing in Resource Companies; Resource Companies may not hold or discover commercial quantities of precious metals, minerals, oil or gas and their profitability may be affected by adverse fluctuations in commodity prices, demand for commodities, general economic conditions and cycles, unanticipated depletion of reserves or resources, native land claims, liability for environmental damage, competition, imposition of tariffs, duties or other taxes and government regulation;

(i) because the Partnership will invest primarily in Flow-Through Shares issued by Resource Companies, its Net Asset Value may be more volatile than portfolios with a more diversified investment focus;

(j) sale of a Unit, prior to December 31, 2012, could result in failure to realize maximum tax savings and proceeds equal to the Limited Partner's share of the Net Asset Value, and possible liability for capital gains tax;

(k) illiquidity of Flow-Through Shares and other securities, if any, of Resource Companies owned by the Partnership due to resale and other restrictions under applicable securities laws;

(l) the tax benefits resulting from an investment in the Partnership are greatest for an individual Limited Partner whose income is subject to the highest marginal income tax rate;

(m) Limited Partners may receive allocations of income and/or capital gains in a year without receiving any cash distribution from the Partnership for that year to pay any tax that they may owe as a result of being a Limited Partner in that year;

(n) if the Proposed Loss Limitation Rule is enacted in its current form and applies to the Partnership, losses realized by the Partnership and allocated to Limited Partners or losses realized by a Limited Partner from interest expense or following the dissolution of the Partnership could be denied;

(o) there is no market through which the Units may be sold and investors may not be able to resell the Units purchased under this prospectus; no public market for the Units is expected to develop;

(p) Flow-Through Shares may be issued to the Partnership at prices that exceed the market prices of similar common shares that do not permit

CEE to be renounced in favour of the holders. Competition for the purchase of Flow-Through Shares may increase the premium at which such shares are available for purchase by the Partnership;

(q) Subscribers must rely on the discretion of the Manager, the Portfolio Advisor and the Sub-Advisor in determining the composition of the investment portfolio of the Partnership, in negotiating the pricing of securities purchased by the Partnership and in disposing of securities;

(r) the Manager, the Portfolio Advisor and the Sub-Advisor will not always receive or review engineering or other technical reports prior to making investments;

(s) there is no assurance that any Mutual Fund Rollover Transaction or a Liquidity Alternative will be implemented;

(t) while the General Partner has unlimited liability for the obligations of the Partnership and has agreed to indemnify the Limited Partners in certain circumstances, the General Partner has nominal assets and it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to such indemnity;

(u) possible adverse changes to or interpretations of federal or provincial legislation or possible amendment of proposed legislation or administrative practices resulting in an alteration of the tax consequences of holding or disposing of Units;

(v) possible failure of Resource Companies to comply with the provisions of the Share Purchase Agreements or with the provisions of applicable income tax legislation with respect to the nature of expenses renounced to the Partnership; Limited Partners may, as a result, be reassessed by CRA;

(w) the federal (or Québec) alternative minimum tax may limit tax benefits to Limited Partners;

(x) risks relating to the use of leverage; the interest expense and banking fees incurred in respect of the Loan Facility, if any, by the Partnership may exceed the incremental capital gains and tax benefits generated by the incremental investment in Flow-Through Shares; there can be no assurance that the borrowing strategy employed by the Partnership will enhance returns;

(y) the Portfolio Advisor and the Sub-Advisor, on behalf of the Partnership, may not be able to identify a sufficient number of investments in Flow-Through Shares to fully invest the Available Funds by December 31, 2012 and, therefore, capital may be returned to Limited Partners and Limited Partners may be unable to claim anticipated deductions from income for income tax purposes;

(z) possible loss of limited liability for Limited Partners under certain circumstances; and

(aa) continuing liability of a Limited Partner to repay any portion of the Subscription Price returned by the Partnership to such Limited Partner, with interest, as provided under the Partnership Agreement, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before such amount was returned.

	See "Risk Factors" and "Organization and Management Details of the Partnership — Conflicts of Interest".
Adjusted Cost Base of Flow-Through Shares:	The adjusted cost base of Flow-Through Shares held by the Partnership is expected to be nil such that all proceeds net of selling costs of such securities will be capital gains. If the Partnership disposes of Flow-Through Shares in consideration for other securities, the Partnership's gain or loss on the disposition of these other securities will be calculated by reference to the acquisition cost of those securities. See "Income Tax Considerations — Taxation of Securityholders".
Income Tax Considerations:	A taxpayer who is a Limited Partner at the end of the fiscal year of the Partnership may, in computing his or her income for the taxation year in which the fiscal year of the Partnership ends, subject to the application of a number of rules in the Tax Act which restrict the ability of a Limited Partner to deduct certain expenses and losses, deduct the following: (a) an amount equal to 100% of CEE renounced to the Partnership and allocated to him or her by the Partnership in respect of the fiscal year of the Partnership; (b) an amount equal to 100% of CDE renounced to the Partnership which is deemed to be CEE incurred by the Partnership and allocated to him or her by the Partnership in respect of the fiscal year of the Partnership; and (c) his or her pro rata share of any losses of the Partnership incurred in the fiscal year of the Partnership without taking into account the expenditures or deductions referred to above. In addition, a Limited Partner who is an individual (other than a trust) may be entitled to claim an ITC to reduce his or her tax otherwise payable in respect of certain CEE renounced to the Partnership and allocated to him or her. However, the amount of such ITC deducted in a taxation year will reduce a Limited Partner's CCEE account in the following year, thereby potentially giving rise to an income inclusion of that amount. The above must be read in conjunction with the detailed summary of the income tax considerations under the heading "Income Tax Considerations — Taxation of Securityholders".
Eligibility for Investment:	In the opinion of Stikeman Elliott LLP, counsel to the Partnership and the General Partner, and Blake, Cassels & Graydon LLP, counsel to the Agents, the Units do not constitute qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, tax-free savings accounts, registered education savings plans, deferred profit sharing plans or registered disability savings plans for the purposes of the Tax Act (collectively, "Registered Plans"). In the opinion of such counsel, provided DMP Ltd. continues to be a "mutual fund corporation" for the purposes of the Tax Act, the DMP Resource Class Shares constitute "qualified investments" for such Registered Plans. Subscribers should consult with their own tax advisors as to whether the DMP Resource Class Shares would be prohibited investments for tax-free savings accounts, registered retirement savings plans or registered retirement income funds in their own particular circumstances. See "Income Tax Considerations" and "Risk Factors".

Special Québec Tax Considerations	**Certain additional deductions described below may be available to Limited Partners resident or subject to tax in the Province of Québec if a Resource Company makes them available to the Partnership. However, no assurance can be given that a Resource Company will make any of such additional deductions available to the Partnership.** The Province of Québec allows for a special tax deduction of up to 150% of certain eligible exploration expenses incurred by a qualifying entity for exploration carried out in the Province of Québec. In addition to a base deduction of 100% for CEE, an individual resident in the Province of Québec may be entitled to an additional deduction of 25% in respect of certain exploration expenses incurred in the Province of Québec by a qualified corporation. Such a resident may also be entitled to a supplementary deduction of 25% in respect of certain surface mining exploration expenses or oil and gas exploration expenses incurred in the Province of Québec by a qualified corporation. Accordingly, an individual resident in Québec who is a Limited Partner at the end of the applicable fiscal year of the Partnership may be entitled to deduct up to 150% of certain eligible exploration expenses incurred in the Province of Québec by a qualified corporation and renounced by it in favour of the Partnership. A corporation has the option for Québec tax purposes to utilize the above mentioned flow-through share system or claim a Québec tax credit for its exploration expenses. The QTA provides that where an individual taxpayer (including a personal trust) incurs in a given taxation year "investment expenses" in excess of "investment income" earned for that year, such excess shall be included in such taxpayer's income, resulting in an offset of the deduction for such excess investment expenses. For these purposes, investment income includes taxable capital gains not eligible for the lifetime capital gain exemption. Also for these purposes, investment expenses include certain deductible interest and losses of the Partnership attributable to an individual (including a personal trust) that is resident or subject to tax in Québec and 50% of CEE renounced to the Partnership and allocated to and deducted for Québec tax purposes by such Limited Partner, other than CEE incurred in Québec. Accordingly, up to 50% of CEE renounced to the Partnership and allocated to and deducted for Québec tax purposes by such Limited Partnership, other than CEE incurred in Québec, may be included in the Limited Partner's income for Québec tax purposes if such Limited Partner has insufficient investment income, thereby offsetting such deduction. The portion of the investment expenses (if any) which have been included in the taxpayer's income in a given taxation year may be deducted against investment income earned in any of the three previous taxation years and any subsequent taxation year to the extent investment income exceeds investment expenses for such year. See "Certain Québec Tax Considerations".
Redemption of Securities:	Units are not redeemable by Limited Partners. See "Redemption of Securities".
Distribution Policy:	It is not anticipated that the Partnership will make any material distributions to Limited Partners, although the Partnership is not precluded from doing so at any time prior to its dissolution. See "Distribution Policy".
Liquidity Event:	The Partnership intends to provide liquidity to Limited Partners prior to July 1, 2014. The Partnership currently intends to implement a Mutual Fund Rollover Transaction, but if the Manager determines not to proceed with a

	Mutual Fund Rollover Transaction, then the Partnership will convene a Special Meeting to consider a Liquidity Alternative, subject to approval by Extraordinary Resolution. Pursuant to the Liquidity Alternative, the Partnership may transfer its assets on a tax-deferred basis to a listed issuer which may be managed by an affiliate of the General Partner. The completion of the Mutual Fund Rollover Transaction or a Liquidity Alternative will be subject to the receipt of all approvals that may be necessary. See "Termination of the Partnership".
Mutual Fund Rollover Transaction:	The Mutual Fund Rollover Transaction, if any, will be implemented pursuant to the terms of the Transfer Agreement. Pursuant to the terms of the Transfer Agreement and the Partnership Agreement, upon completion of the Mutual Fund Rollover Transaction and the dissolution of the Partnership, Limited Partners would receive their pro rata share of the DMP Resource Class Shares on a tax-deferred basis. Completion of the Mutual Fund Rollover Transaction will require receipt of all necessary regulatory and other approvals, including the approval to proceed from the Independent Review Committee of the Partnership and DMP Ltd. **There can be no assurances that any such transaction will receive the necessary approvals. Furthermore, the Manager may determine, in its discretion, that it is in the best interests of the Limited Partners not to implement the Mutual Fund Rollover Transaction in respect of some or all of the Partnership's assets.** The Partnership will file appropriate elections under applicable income tax legislation to effect the Mutual Fund Rollover Transaction, if any, on a tax-deferred basis to the extent possible. The Transfer Agreement allows DMP Ltd. to assign its rights under the Transfer Agreement to any other open-end "mutual fund corporation" for the purposes of the Tax Act, the portfolio of which is managed by GCIC or the Manager or an affiliate thereof. DMP Ltd. is an open-end mutual fund corporation. DMP Ltd. currently offers seven classes of mutual fund shares, including the DMP Resource Class Shares. Each class of shares constitutes a separate mutual fund (each a "DMP Fund"). The multiple-class structure allows investors to switch between different classes on a tax-deferred basis and reposition their investment portfolio to meet their individual investment requirements. The DMP Resource Class Shares are redeemable at the net asset value per share. Further information on the DMP Funds, including a copy of the simplified prospectus for the DMP Funds, is available at http://www.sedar.com. Information contained in the simplified prospectus for the DMP Funds is not part of this prospectus and is not incorporated herein by reference. If the Mutual Fund Rollover Transaction or a Liquidity Alternative is not implemented, then the Partnership may: (i) be dissolved and its net assets distributed pro rata to the Limited Partners; or (ii) subject to approval by Extraordinary Resolution, continue in operation with an actively managed portfolio, in which case, it will follow a similar investment strategy to that of the DMP Resource Class. See "Termination of the Partnership — DMP Resource Class".
Partnership Allocations:	For each fiscal year of the Partnership, 100% of any CEE renounced to the Partnership with an effective date in such fiscal year, 99.99% of the net income and net loss of the Partnership will be allocated *pro rata* among the

	Limited Partners who are holders of Units on the last day of such fiscal year, and 0.01% of the net income and net loss of the Partnership will be allocated to the General Partner. On dissolution of the Partnership, Limited Partners are entitled to 99.99% of the assets of the Partnership and the General Partner is entitled to 0.01% of such assets. See "Organization and Management Details of the Partnership — Summary of the Partnership Agreement".
Management of Previous Partnerships:	The principals of the Manager have extensive experience in identifying and negotiating with Resource Companies and in structuring flow-through share financings. Affiliates and former affiliates of the General Partner have acted as the general partner of the Previous CDR Partnerships that had substantially the same investment concept as the Partnership. The Canada Dominion Resources Group was launched in 1998 and, since then, the twenty one Previous CDR Partnerships have raised more than $1.2 billion. **Past performance does not guarantee future results. There can be no assurance that the performance of the Partnership will equal or exceed the performance of the Previous CDR Partnerships.** See "Performance of Previous CDR Partnerships".
Conflicts of Interest and Duty of Care:	The services of the Manager and the Portfolio Advisor are not exclusive to the Partnership. The Sub-Advisor's services are exclusive to the Partnership in respect of oil and gas investments since it has agreed not to act as an advisor or provide investment advisory and portfolio management services in respect of oil and gas investments for other limited partnerships with similar investment objectives and strategies until December 31, 2012 (the "Non-Compete Provision"). GCIC may act as the investment advisor and/or investment fund manager to other funds which invest in securities of Resource Companies and, subject to the Non-Compete Provision, may in the future act as an advisor or provide investment advisory and portfolio management services in respect of oil and gas investments for other limited partnerships with similar investment objectives and strategies. See "Organization and Management Details of the Partnership — Details of the Sub-Advisory Agreement". Each of the Manager and the Portfolio Advisor may act as the investment advisor and/or investment fund manager to other funds including the existing Previous Partnerships and may in the future act as the investment advisor to other funds which invest in Flow-Through Shares and other securities, if any, of Resource Companies and which may have similar investment mandates to the Partnership. The Manager is also a full service investment dealer which provides discretionary portfolio management services for private clients and non-discretionary brokerage services to clients and institutions. Conflicts of interest may arise from time to time in allocating investment opportunities, timing investment decisions and exercising rights in respect of and otherwise dealing with such securities. Where conflicts of interest arise, each of the Manager, the Portfolio Advisor and the Sub-Advisor will address such conflicts of interest with regard to the investment objectives of each of the persons involved and will act in accordance with the duty of care owed to each of them. Additionally, the Manager may act as a trader of, and dealer in, securities both as principal and on behalf of its clients (including the Partnership, Resource Companies and other clients) in addition to conducting research on and providing financial advisory and agency/underwriting services to issuers, which may

include Resource Companies in which the Partnership may invest. The Manager may earn fees in respect of these activities.

During the 2012 fiscal year, affiliates of the Partnership may co-invest with the Partnership in Resource Companies to facilitate the acquisition of Flow-Through Shares by the Partnership. The CMP Group, the Canada Dominion Resources Group and their respective affiliates are not in any way limited or affected in their ability to carry on other business ventures for their own account and for the account of others and currently engage and may in the future engage in the same business activities or pursue the same investment opportunities as the Partnership.

See "Organization and Management Details of the Partnership — Conflicts of Interest".

Return by the Partnership of Uncommitted Funds:

If the Partnership is unable to enter into Share Purchase Agreements by December 31, 2012 for the full amount of the Available Funds, the Manager will cause to be returned to each Limited Partner by April 30, 2013 such Limited Partner's share of the amount of the shortfall, except to the extent that such funds are expected to be used to finance the operations of the Partnership, including the accrued management fee, or to repay amounts owing under the Loan Facility. Any funds committed by the Partnership to purchase Flow-Through Shares and other securities, if any, of Resource Companies that are returned by Resource Companies to the Partnership prior to January 1, 2013 may be used prior to January 1, 2013 to purchase Flow-Through Shares and other securities, if any, of other Resource Companies.

See "Investment Strategies".

Delivery of Certificates:

The Units will only be issued through the Book-Entry Only System. Accordingly, each Subscriber will receive only a customer confirmation from the registered dealer or broker which is a CDS Participant and through which such Subscriber purchased Units.

See "Plan of Distribution".

ORGANIZATION AND MANAGEMENT OF THE PARTNERSHIP

General Partner:

Canada Dominion Resources 2012 Corporation is the general partner of the Partnership. The General Partner has responsibility for the management of the on-going business, investment and administrative affairs of the Partnership, but has delegated the direction of all day-to-day business, operations and affairs to the Manager pursuant to the Management Agreement. The General Partner will be entitled to 0.01% of the net income and net loss of the Partnership in accordance with the terms and conditions of the Partnership Agreement. The General Partner is a wholly-owned subsidiary of the Manager. The head office and principal place of business of the General Partner is at 1 Adelaide Street East, 20th Floor, Toronto, Ontario M5C 2V9.

See "Organization and Management Details of the Partnership — General Partner".

The Manager:

The Partnership has retained the Manager to provide investment, management, administrative and other services. The Manager is a full-service Canadian investment dealer whose principal businesses include investment banking, mergers and acquisitions, institutional sales and trading, investment research, private client financial advisory and management of investment products. The Manager also has business in fixed income, foreign exchange, principal and other trading activities. The Manager and its affiliates currently have in excess of twelve geologists, mining engineers and financial analysts covering the energy and mining sectors. The head office and principal place of business of the Manager is at 1 Adelaide Street East, 20th Floor, Toronto, Ontario M5C 2V9.

The Manager is a wholly-owned subsidiary of Dundee Capital Markets Inc. On February 1, 2012, Dundee Corporation acquired ownership and control of all of the issued and outstanding common shares of Dundee Capital Markets Inc. that it did not already own.

See "Organization and Management Details of the Partnership — Manager of the Partnership".

The Portfolio Advisor:

The Manager will, prior to the Initial Closing, retain Ned Goodman Investment Counsel Limited as a portfolio advisor to the Partnership pursuant to the Portfolio Management Agreement between NGIC and the Manager. NGIC is registered as a portfolio manager and an exempt market dealer in each of the provinces and territories of Canada, an investment fund manager in Ontario and an investment advisor under the Investment Advisers Act of 1940 in the United States. NGIC may provide portfolio advice both directly and in a sub-advisory role to institutional and individual clients. The President and Chief Executive Officer of NGIC, Ned Goodman, has many years of experience in a variety of investment activities, including portfolio management, mergers, acquisitions and investment banking, and resource company management. Ned Goodman and Murray John will be the portfolio managers of NGIC responsible for managing the Partnership's portfolio pursuant to the Portfolio Management Agreement. NGIC is an affiliate of the Manager and the General Partner. NGIC will provide its services to the Partnership in Toronto, Ontario.

See "Organization and Management Details of the Partnership — Portfolio Advisor".

The Sub-Advisor:	The Manager will, prior to the Initial Closing, retain GCIC as a portfolio sub-advisor to the Partnership pursuant to the Sub-Advisory Agreement between GCIC and the Manager. GCIC is a registered portfolio manager and will provide discretionary investment management services in respect of the oil and gas investments for the Partnership. GCIC is a leading Canadian investment company offering comprehensive investment services, including the Dynamic™ family of mutual funds, tax-advantaged products and customized high net worth programs. Jennifer Stevenson is a Vice President & Portfolio Manager, Energy of GCIC and will act as lead portfolio manager on behalf of GCIC. Ms. Stevenson has over 20 years of experience in the energy sector. GCIC will provide its services to the Partnership principally in Calgary, Alberta. GCIC is unrelated to the Manager. See "Organization and Management Details of the Partnership — The Sub-Advisor".
Promoter:	The Manager and the General Partner may be considered to be promoters of the Partnership as defined in the securities legislation of certain provinces and territories of Canada by reason of their initiative in forming and establishing the Partnership and taking the steps necessary for the public distribution of the Units. The promoters will not receive any benefits, directly or indirectly, from the issuance of Units offered hereunder other than as described under "Fees and Expenses" and "Interests of Management and Others in Material Transactions". The promoters will provide their services to the Partnership principally in Toronto, Ontario.
Valuation Agent:	SGGG Fund Services Inc. is the valuation agent for the Partnership and is responsible for providing certain accounting services to the Partnership under the supervision of the Manager, including fund valuation, reconciliation, and financial reporting. The Valuation Agent will be responsible for providing all valuation services to the Partnership and will calculate the Net Asset Value and Net Asset Value per Unit pursuant to the terms of the Administration Agreement. The Valuation Agent will provide its services to the Partnership principally in Toronto, Ontario.
Custodian:	State Street Trust Company Canada will be appointed, on or prior to the Initial Closing, as custodian of the investment portfolio of the Partnership pursuant to the Custodian Agreement. The Custodian will provide its services to the Partnership principally in Toronto, Ontario. The Custodian is unrelated to the Manager.
Registrar and Transfer Agent:	Computershare is the registrar and transfer agent for the Units. Computershare will provide its services to the Partnership principally in Toronto, Ontario. Computershare is unrelated to the Manager.
Auditors:	The auditor of the Partnership is PricewaterhouseCoopers LLP, Chartered Accountants, PWC Tower, 18 York Street, Suite 2600, Toronto, Ontario, M5J 0B2. The auditor will provide its services to the Partnership principally in Toronto, Ontario. The auditor is unrelated to the Manager.

AGENTS

Agents: The Agents for the Offering are, collectively, RBC Dominion Securities Inc., CIBC World Markets Inc., Scotia Capital Inc., National Bank Financial Inc., BMO Nesbitt Burns Inc., Dundee Securities Ltd., TD Securities Inc., Macquarie Capital Markets Ltd., Canaccord Genuity Corp., Manulife Securities Incorporated, Raymond James Ltd., Desjardins Securities Inc. and GMP Securities L.P. The Agents conditionally offer the Units, subject to prior sale, on a best efforts basis, if, as and when issued by the Partnership and accepted by the Agents in accordance with the conditions contained in the Agency Agreement, and subject to the approval of certain legal matters by Stikeman Elliott LLP on behalf of the Partnership and Blake, Cassels & Graydon LLP on behalf of the Agents. See "Plan of Distribution".

SUMMARY OF FEES AND EXPENSES

The following is a summary of the fees and expenses, payable by the Partnership, which will therefore reduce the value of your investment in the Partnership. For further particulars, see "Fees and Expenses".

Agents' Fee: $1.4375 per Unit (5.75%). The Agents' fee will be paid by the Partnership from funds borrowed by the Partnership under the Loan Facility for such purpose.

See "Fees and Expenses — Loan Facility", "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Limited-Recourse Financings" and "Plan of Distribution".

Management Fee: The Manager will be entitled during the period commencing on the date of the Initial Closing and ending on the earlier of (i) the effective date of the Liquidity Event; and (ii) the date of dissolution of the Partnership, to an annual management fee equal to 2% of the Net Asset Value. The management fee is calculated and payable monthly in arrears in cash based on the Net Asset Value at the end of the preceding month (and pro-rated in respect of any partial month, if applicable). See "Organization and Management Details of the Partnership — Details of the Management Agreement", "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Management" and "Fees and Expenses — Management Fees".

In connection with certain investments of the Partnership, the Manager may retain independent advisors and consultants to conduct due diligence investigations of businesses, assets, properties and mineral reserves. At the discretion of the General Partner, fees and expenses incurred by the Manager in retaining such independent advisors may be charged to the Partnership at cost.

Performance Bonus: The Manager will be entitled to a performance bonus (the "Performance Bonus") payable on a per Unit basis by the Partnership to the Manager in an amount equal to 20% of the amount by which the Net Asset Value per Unit on the Performance Bonus Date (prior to giving effect to the Performance Bonus) plus any distributions per Unit paid during the period commencing on the date of the Initial Closing and ending on the Performance Bonus Date exceeds $28. The Performance Bonus will be accrued on each Valuation Date and paid as soon as practicable after the Performance Bonus Date.

See "Organization and Management Details of the Partnership — Manager of the Partnership — Details of the Management Agreement" and "Fees and Expenses — Performance Bonus".

Fees of the Portfolio Advisor and Sub-Advisor:	The Manager is responsible for paying the Portfolio Advisor and the Sub-Advisor management fees out of the amount received by the Manager. The Manager will also pay the Portfolio Advisor and the Sub-Advisor a portion of any Performance Bonus to which it is entitled. No additional amount is payable by the Partnership to either the Portfolio Advisor or the Sub-Advisor. See "Fees and Expenses — Fees of the Portfolio Advisor and Sub-Advisor", "Organization and Management Details of the Partnership — Details of the Portfolio Management Agreement" and "Organization and Management Details of the Partnership — Details of the Sub-Advisory Agreement".
Expenses of Offering:	Expenses of this Offering are estimated by the Manager to be $400,000 in the case of the minimum Offering and $600,000 in the case of the maximum Offering. However, the Partnership's share of any Offering expenses is capped at 2% of the gross proceeds of the Offering ($200,000 in the case of the minimum Offering) and the Manager will pay any Offering expenses in excess of that amount. The Partnership's share of the Offering expenses will be paid by the Partnership from proceeds of the Loan Facility. See "Fees and Expenses — Initial Fees and Expenses".
On-Going Expenses:	The Partnership will pay all expenses incurred in connection with its operation and administration. Such expenses will include (a) mailing and printing expenses for periodic reports to Limited Partners; (b) fees payable to auditors, custodian and legal advisors; (c) taxes and on-going regulatory filing fees; (d) fees payable to the Manager for performing financial, record keeping and reporting to Limited Partners and general administrative services; (e) its *pro rata* share of fees payable to the Independent Review Committee; (f) any reasonable out-of-pocket expenses incurred by the Manager and the General Partner and their agents in connection with their on-going obligations; (g) interest charges in connection with the Loan Facility; and (h) expenses relating to portfolio transactions. The Manager estimates that these costs together with the management fee will be approximately $1,500,000 per annum in the case of the maximum Offering and $700,000 per annum in the case of the minimum Offering. The Partnership will fund on going fees and expenses from either amounts reserved from the Gross Proceeds or the proceeds of the sale of Flow-Through Shares held by the Partnership. The Partnership will also pay all expenditures which may be incurred in connection with the dissolution of the Partnership and the Liquidity Event. See "Organization and Management Details of the Partnership — Manager of the Partnership — Details of the Management Agreement", "Fees and Expenses — Initial Fees and Expenses" and "Fees and Expenses — On-going Expenses".

INFORMATION REGARDING PUBLIC ISSUERS

Certain information contained in this prospectus relating to publicly traded securities and issuers of those securities, including DMP Ltd., is taken from and based solely upon information published by those issuers. Neither the Manager, the Partnership, nor the Agents have independently verified the accuracy or completeness of any such information or assume any responsibility for the completeness or accuracy of such information.

SELECTED FINANCIAL ASPECTS

The following tables set forth certain financial aspects, based on the estimates and assumptions in the notes to the tables below, for a Limited Partner who is an individual (other than a trust), who has invested $1,000, assuming marginal income tax rates for each province and territory as set forth in Table II below.

The following calculations and assumptions do not constitute a forecast, projection, estimate of possible results, contractual undertaking or guarantee. An investment in Units is appropriate only for investors who have the capacity to absorb a loss of their investment. The tax benefits resulting from an investment in the Partnership are greatest for an individual Subscriber whose income is subject to the highest marginal income tax rate. Subscribers acquiring Units with a view to obtaining tax advantages should obtain independent tax advice from a tax advisor who is knowledgeable in the area of income tax law.

In order to qualify for income tax deductions available in respect of a particular year, a Subscriber must be a Limited Partner at the end of the year. It is assumed that the Limited Partner holds Units throughout all periods. Investors should be aware that these calculations are based on assumptions made by the General Partner which cannot be represented to be complete or accurate in all respects. The calculations do not take into account the time value of money. Any present value calculation should take into account the timing of cash flows, the investor's present and future tax position and any change in the market value of the portfolio of Flow-Through Shares held by the Partnership. The calculations do not take into account any subsequent reinvestment of any proceeds which may be realized by the Partnership in connection with dispositions of Flow-Through Shares. The following illustrations were prepared by the General Partner and are not based on an independent opinion rendered by an accountant or lawyer. The actual tax savings, money at-risk and portfolio value of Flow-Through Shares and other securities, if any, of Resource Companies may be different than as shown below. The figures set forth are not a representation regarding the future value of Units. These figures are for illustrative purposes only and are not intended as a forecast of future events. There is no assurance that such results will in fact be realized.

TABLE I

Tax Advantages per $1,000 Investment
Assuming the Maximum Offering ($50 Million)

Year	CEE	Other Deductions*	Total Deductions*
2012	$974	$26	$1,000
2013 and beyond	$ 0	$52	$ 52
	$974	$78	$1,052

Assuming the Minimum Offering ($10 Million)

Year	CEE	Other Deductions*	Total Deductions*
2012	$939	$ 61	$1,000
2013 and beyond	$ 0	$ 76	$ 76
	$939	$137	$1,076

* Tax deductions available to a Limited Partner will be limited to his or her "at-risk amount," which will be $1,000 per $1,000 investment in 2012. Any amounts in excess of the at-risk amount may be carried forward and deducted in later years, subject to the rules in the Tax Act. See "Income Tax Considerations — Taxation of Securityholders — Limitation on Deductibility of Expenses or Losses of the Partnership."

TABLE II

Breakeven Calculations
Highest Marginal Tax Rates

	B.C.	Alta.	Sask.	Man.	Ont.	Qué	N.B.	N.S.	P.E.I.	N.L.	Nunavut	NWT	Yukon
Highest Marginal Tax Rate													
2012	43.70%	39.00%	44.00%	46.40%	46.41%	48.22%	43.30%	50.00%	47.37%	42.30%	40.50%	43.05%	42.40%
2013 and beyond (assumed)	43.70%	39.00%	44.00%	46.40%	46.41%	48.22%	43.30%	50.00%	47.37%	42.30%	40.50%	43.05%	42.40%

Assuming the Maximum Offering ($50 Million)

	B.C.	Alta.	Sask.	Man.	Ont.	Qué	N.B.	N.S.	P.E.I.	N.L.	Nunavut	NWT	Yukon
Investment	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Less: Tax Savings from Deductions	$ 460	$ 410	$ 463	$ 488	$ 488	$ 507	$ 455	$ 526	$ 498	$ 445	$ 426	$ 453	$ 445
Money at Risk	$ 540	$ 590	$ 537	$ 512	$ 512	$ 493	$ 545	$ 474	$ 502	$ 555	$ 574	$ 547	$ 555
Breakeven Proceeds of Disposition	$ 691	$ 733	$ 689	$ 667	$ 667	$ 649	$ 695	$ 632	$ 657	$ 704	$ 720	$ 697	$ 704

Assuming the Minimum Offering ($10 Million)

	B.C.	Alta.	Sask.	Man.	Ont.	Qué	N.B.	N.S.	P.E.I.	N.L.	Nunavut	NWT	Yukon
Investment	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Less: Tax Savings from Deductions	$ 470	$ 420	$ 473	$ 499	$ 499	$ 519	$ 466	$ 538	$ 510	$ 455	$ 436	$ 463	$ 456
Money at Risk	$ 530	$ 580	$ 527	$ 501	$ 501	$ 481	$ 534	$ 462	$ 490	$ 545	$ 564	$ 537	$ 544
Breakeven Proceeds of Disposition	$ 678	$ 721	$ 675	$ 652	$ 652	$ 634	$ 682	$ 616	$ 643	$ 691	$ 708	$ 684	$ 690

Notes and Assumptions to Table I and Table II:

(1) It is assumed that 50% of capital gains are taxable in computing a Limited Partner's income.

(2) It is assumed that the Flow-Through Shares held by the Partnership are sold by the Partnership at the price at which the Partnership acquired the shares. If Flow-Through Shares are purchased at a premium to the market price, the market price must appreciate in order for the Partnership to sell the shares at the price at which the Partnership acquired the shares. See "Risk Factors".

(3) In Table II, the highest marginal tax rates used are for individuals and are based on current federal, provincial and territorial rates and existing proposals for 2012 and 2013. Future federal, provincial and territorial budgets may modify these rates and, consequently, the actual tax savings may be different than those illustrated.

(4) The Partnership will incur costs that are deductible for income tax purposes, including the Agents' fee and the expenses of this Offering. However, it is assumed that the Agents' fee and expenses of this Offering will be paid from the proceeds of the Loan Facility. To the extent that the Partnership borrows to pay such costs, the unpaid principal amount and interest thereon will be a limited-recourse amount of the Partnership and such costs will generally not be deductible until the borrowed amount is repaid, at which time the expense will be deemed to have been incurred to the extent of the amount repaid. The repaid principal amount borrowed in respect of expenses of this Offering, including the Agents' fee, will be fully deductible to the extent they are reasonable, as to 20% thereof in the year of repayment, and as to 20% thereof in each of the four subsequent years, pro-rated for short taxation years. See "Income Tax Considerations — Taxation of Securityholders — Computation of Income of Limited Partners".

(5) The tax savings are calculated by multiplying the total estimated income tax deductions for each year by the assumed highest marginal tax rate for that year. The tax savings take into account capital gains realized on the sale of assets of the Partnership in order to repay money borrowed by the Partnership.

(6) It is assumed that the Limited Partner is not liable for alternative minimum tax. See "Income Tax Considerations — Taxation of Securityholders — Alternative Minimum Tax".

(7) It is assumed that none of the Available Funds will be used to acquire Flow-Through Shares of Resource Companies that would entitle a Limited Partner to the 15% non-refundable ITC in respect of certain surface "grass roots" mining CEE incurred by a Resource Company; however, the money at risk and breakeven proceeds of disposition may be reduced if the Partnership invests in Flow-Through Shares of Resource Companies engaged in Canadian mining exploration, the expenses of which are "flow-through mining expenditures" which qualify for the ITC.

(8) Other than for Québec, no provincial or territorial credits or deductions have been taken into account. For Québec purposes, the calculations assume that CEE is renounced by Resource Companies to the Partnership in accordance with the QTA.

(9) The breakeven proceeds of disposition represents the amount an investor must receive such that, after paying capital gains tax, the investor would recover such investor's money at-risk.

(10) It is assumed that recourse for any financing by a Limited Partner of the Subscription Price for the Units purchased by such Limited Partner is not limited and is not deemed to be limited under the Tax Act. See "Income Tax Considerations — Taxation of Securityholders — Computation of Income of Limited Partners".

(11) The figures in the foregoing tables may not add up due to rounding.

(12) It has been assumed that the Partnership will be dissolved prior to July 1, 2014. For purposes of these calculations, the Performance Bonus is assumed to be nil.

(13) The calculations reflected in the foregoing tables do not take into account the possibility that the Proposed Loss Limitation Rule could apply. See "Income Tax Considerations" and "Risk Factors — Tax Related Risks".

(14) It is assumed that for Québec provincial tax purposes only, a Limited Partner who is an individual (including a personal trust) resident, or who is subject to tax, in Québec has investment income that exceeds his or her investment expenses for a given year. For these purposes, investment expenses include certain interest, losses of a Limited Partner and 50% of CEE incurred outside Québec and deducted for Québec tax purposes by such Limited Partner. CEE not deducted in a particular taxation year may be carried over and applied against net investment income earned in any of the three previous taxation years or any subsequent taxation year. See "Risk Factors — Tax Related Risks".

An investment in Units is most suitable for individual Subscribers whose incomes are subject to the highest marginal income tax rates. To avail themselves of the maximum tax deductions available, Subscribers should utilize the tax deductions available in 2012 in their 2012 taxation year and other deductions in the year in which they are available. Subscribers should be aware that these calculations are based on estimates and assumptions that cannot be represented to be complete or accurate in all respects. The impact of provincial tax credits has not been included in the tax savings calculations. The calculations assume the income tax savings are realized for taxation year 2012 and for taxation years 2013 and beyond and do not take into account the time value of money. See "Risk Factors".

An individual who purchases Units must have a certain minimum taxable income for federal tax purposes, before subtracting income tax deductions associated with the Units, to obtain the estimated tax savings set out above with respect to the specific number of Units such individual purchased. Subscribers intending to purchase Units should consult their tax advisors to determine the amount of taxable income required in 2012 to benefit fully from the income tax savings associated with a purchase of Units, including the avoidance of any additional tax liability under the alternative minimum tax.

GLOSSARY OF TERMS

When used in this prospectus, the following terms have the following meanings ascribed thereto:

"**Administration Agreement**" means the agreement to be dated on or about the date of the Initial Closing between the Valuation Agent and the Manager pursuant to which the Valuation Agent will, among other things, provide all valuation services to the Partnership.

"**Agency Agreement**" means the agreement dated February 28, 2012 among the Partnership, the Manager, the General Partner and the Agents pursuant to which the Agents have agreed to offer the Units for sale on a best efforts basis.

"**Agents**" means, collectively, RBC Dominion Securities Inc., CIBC World Markets Inc., Scotia Capital Inc., National Bank Financial Inc., BMO Nesbitt Burns Inc., Dundee Securities Ltd., TD Securities Inc., Macquarie Capital Markets Canada Ltd., Canaccord Genuity Corp., Manulife Securities Incorporated, Raymond James Ltd., Desjardins Securities Inc. and GMP Securities L.P.

"**Available Funds**" means all funds available to the Partnership from the Gross Proceeds after deducting a reserve required to fund the on-going fees and expenses of the Partnership, which include the management fee and all expenses incurred in connection with the Partnership's operation and administration and which are described under "Fees and Expenses".

"**Book-Entry Only System**" means the book-entry only system of CDS.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which the TSX is closed for business in Toronto, Ontario.

"**Canada Dominion Resources Group**" means the companies and limited partnerships indirectly controlled by Dundee Capital Markets Inc. that use or include the name "Canada Dominion" and are involved in investing primarily in shares that are "flow-through shares" as defined in subsection 66(15) of the Tax Act, including the Previous CDR Partnerships.

"**Canadian Development Expense**" or "**CDE**" means Canadian development expense as defined in subsection 66.2(5) of the Tax Act.

"**Canadian Exploration Expense**" or "**CEE**" means Canadian exploration expense (including CRCE) as defined in subsection 66.1(6) of the Tax Act.

"**Canadian GAAP**" means generally accepted accounting principles in effect in Canada as recommended in the Handbook of the Canadian Institute of Chartered Accountants and consistently applied as of the date of determination until such time as the Partnership adopts IFRS and thereafter, IFRS and its interpretations adopted by the International Accounting Standards Board.

"**CCEE**" means cumulative Canadian exploration expense as defined in subsection 66.1(6) of the Tax Act.

"**CDS**" means CDS Clearing and Depository Services Inc., or its nominee, which as of the date of this prospectus is "CDS & Co.", or a successor thereto.

"**CDS Participants**" means participants in the CDS depository service holding securities operated by or on behalf of CDS.

"**Closing**" means each closing of the sale of Units pursuant to this prospectus.

"**CMP Group**" means the companies and limited partnerships indirectly controlled by Dundee Capital Markets Inc. that use or include the name "CMP" and are involved in investing primarily in shares that are "flow-through shares" as defined in subsection 66(15) of the Tax Act.

"**Computershare**" means Computershare Investor Services Inc., the registrar and transfer agent for the Units.

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

"**CRCE**" means Canadian renewable and conservation expense as defined in subsection 66.1(6) of the Tax Act.

"**Custodian**" means State Street Trust Company Canada, in its capacity as custodian under the Custodian Agreement.

"**Custodian Agreement**" means an agreement to be entered into by the Partnership, the General Partner and the Custodian on or before the Initial Closing pursuant to which the Custodian will hold the investment portfolio of the Partnership.

"**Declaration**" means the declaration filed under the *Limited Partnerships Act* (Ontario) pursuant to which the Partnership was formed, as amended from time to time.

"**DMP Fund**" means any one of the authorized classes of shares of DMP Ltd., including DMP Resource Class Shares, each of which constitutes a separate mutual fund.

"**DMP Ltd.**" means Dynamic Managed Portfolios Ltd., an open-end "mutual fund corporation" for purposes of the Tax Act existing under the laws of Canada, its permitted assigns, or any successor to such fund by way of merger or amalgamation or any other open-end "mutual fund corporation" for the purposes of the Tax Act, the portfolio of which is managed by GCIC or the Manager or an affiliate thereof, to which the assets of the Partnership may be transferred.

"**DMP Resource Class**" means the mutual fund represented by the resource class shares of DMP Ltd.

"**DMP Resource Class Shares**" means (i) series A shares in the resource class shares of DMP Ltd.; or (ii) shares of any other open-end "mutual fund corporation" for the purposes of the Tax Act, the portfolio of which is managed by GCIC or the Manager or an affiliate thereof, as the context requires, and which in each case are voting and participating shares that are redeemable by the holder at their net asset value.

"**Eligible Expenditures**" means expenditures in respect of resource exploration and development which qualify as CEE (including CRCE) or as CDE which may be renounced as CEE to the Partnership.

"**Extraordinary Resolution**" means a resolution (i) passed by 66⅔% or more of the votes cast thereon at a duly constituted meeting of the Limited Partners to consider such resolution, or an adjournment thereof; or (ii) consented to in writing in one or more counterparts by Limited Partners holding 66⅔% or more of the Units outstanding entitled to vote on such resolution at a duly constituted meeting.

"**Flow-Through Share**" means a share or the right to acquire a share that is a "flow-through share" as defined in subsection 66(15) of the Tax Act.

"**GCIC**" means GCIC Ltd., formerly Goodman & Company, Investment Counsel Ltd.

"**General Partner**" means Canada Dominion Resources 2012 Corporation, a corporation existing under the laws of Ontario, or any other person admitted to the Partnership as a successor to Canada Dominion Resources 2012 Corporation, or any other general partner of the Partnership.

"**Gross Proceeds**" means the gross proceeds of the Offering.

"**High-Quality Money Market Instruments**" means money market instruments which are accorded the highest rating category by Standard & Poor's, a division of The McGraw-Hill Companies ("A-1") or by DBRS Limited ("R-1 (high)"), Government of Canada treasury bills, banker's acceptances, and government guaranteed obligations, all with a term of one year or less, and deposits with Canadian banks or trust companies.

"**IFRS**" means the standards and interpretations adopted by the International Accounting Standards Board, as amended from time to time.

"**Independent Review Committee**" means the independent review committee of the Manager which has been established and to which conflict of interest matters will be referred for review and approval in accordance with NI 81-107.

"**Initial Closing**" means the first Closing, which is expected to occur on or about March 13, 2012 but, in any event, shall not be later than April 30, 2012.

"**Initial Limited Partner**" means CMP Limited Partner Inc.

"**ITC**" means an investment tax credit under the Tax Act.

"**Limited Partner**" means any registered owner of at least one Unit whose name appears on the current record of the Partnership's limited partners as maintained by the General Partner pursuant to subsection 4(1) of the *Limited Partnerships Act* (Ontario) and, where the context requires, the Initial Limited Partner.

"**Liquidity Alternative**" means an alternative to the Mutual Fund Rollover Transaction or dissolution of the Partnership which may be proposed by the Manager for approval by the Limited Partners at the Special Meeting to be implemented on or about April 1, 2014 but in any event not later than July 1, 2014, at the discretion of the Manager. Any such proposal will be subject to approval by Extraordinary Resolution.

"**Liquidity Event**" means either the Mutual Fund Rollover Transaction or a Liquidity Alternative.

"**Loan Facility**" means the loan facility to be provided to the Partnership on the date of the Initial Closing by a Canadian chartered bank to finance the payment of the Agents' fee and the expenses of this Offering.

"**Management Agreement**" means the management agreement dated February 28, 2012 between the Partnership and the Manager pursuant to which the Manager agreed to provide investment, management, administrative and other services to the Partnership.

"**Manager**" means Dundee Securities Ltd., a full service investment dealer and investment fund manager appointed by the Partnership to provide management, administrative and other services to the Partnership.

"**Mutual Fund Rollover Transaction**" means an exchange transaction pursuant to which the Partnership will transfer its assets to DMP Ltd. on a tax-deferred basis in exchange for DMP Resource Class Shares, within 60 days of which, upon the dissolution of the Partnership, the DMP Resource Class Shares will be distributed to the Limited Partners, *pro rata*, on a tax-deferred basis.

"**Net Asset Value**" and "**Net Asset Value per Unit**" have the meanings ascribed to those terms under "Calculation of Net Asset Value".

"**NGIC**" means Ned Goodman Investment Counsel Limited, portfolio advisor to the Partnership.

"**NI 45-106**" means National Instrument 45-106 — *Prospectus and Registration Exemptions* of the Canadian Securities Administrators, as it may be amended or replaced from time to time.

"**NI 81-102**" means National Instrument 81-102 — *Mutual Funds* of the Canadian Securities Administrators, as it may be amended or replaced from time to time.

"**NI 81-106**" means National Instrument 81-106 — *Investment Fund Continuous Disclosure* of the Canadian Securities Administrators, as it may be amended or replaced from time to time.

"**NI 81-107**" means National Instrument 81-107 — *Independent Review Committee for Investment Funds* of the Canadian Securities Administrators, as it may be amended or replaced from time to time.

"**NP 11-202**" means National Policy 11-202 — *Process for Prospectus Reviews in Multiple Jurisdictions* of the Canadian Securities Administrators, as it may be amended or replaced from time to time.

"**Offering**" means the offering of Units pursuant to this prospectus.

"**Partner**" means any Limited Partner or the General Partner, as the case may be.

"**Partnership**" means Canada Dominion Resources 2012 Limited Partnership.

"**Partnership Agreement**" means the amended and restated limited partnership agreement dated as of February 28, 2012 governing the Partnership, made among the General Partner, the initial Limited Partner, and those persons admitted as Limited Partners, together with all amendments, supplements, restatements and replacements thereof from time to time.

"**Performance Bonus**" means a performance bonus payable on a per Unit basis by the Partnership to the Manager in an amount equal to 20% of the amount by which the Net Asset Value per Unit on the Performance Bonus Date (prior to giving effect to the Performance Bonus) plus any distributions per Unit paid during the period commencing on the date of the Initial Closing and ending on the Performance Bonus Date exceeds $28.

"**Performance Bonus Date**" means the earliest to occur of (a) the day on which the assets of the Partnership are transferred to DMP Ltd.; (b) the day a Liquidity Alternative is completed; and (c) the day immediately prior to the date the assets of the Partnership are distributed in connection with the dissolution or winding up of the affairs of the Partnership.

"**Portfolio Advisor**" means NGIC.

"**Portfolio Management Agreement**" means the portfolio management agreement to be dated on or about the date of the Initial Closing between the Manager and NGIC.

"**Previous CDR Partnerships**" means the limited partnerships previously created and listed in this prospectus under the heading "Performance of Previous CDR Partnerships", each of which has used or included the name "Canada Dominion Resources" and has had substantially the same investment concept as the Partnership and for each of which an affiliate of the General Partner has acted as the general partner.

"**Previous Partnerships**" means, collectively (i) the Previous CDR Partnerships and (ii) the existing limited partnerships in the CMP Group, being CMP 2011 Resource Limited Partnership and CMP 2011 II Resource Limited Partnership.

"**Proposed Loss Limitation Rule**" means certain Tax Proposals released on October 31, 2003 described under "Income Tax Considerations" and "Risk Factors — Tax Related Risks".

"**QTA**" means the *Taxation Act* (Québec), R.S.Q., c. I-3., as amended from time to time.

"**QTA Regulations**" means the regulations passed under the QTA.

"**Receipt**" means the final receipt issued in accordance with NP 11-202.

"**Record**" means the record of Limited Partners required to be maintained by the General Partner under the *Limited Partnerships Act* (Ontario).

"**Regulations**" means the regulations passed under the Tax Act.

"**Related Corporation**" means, in relation to a Resource Company, a corporation related to the Resource Company for purposes of the Tax Act.

"**Related Issuer**" means a Resource Company of which the General Partner or an affiliate of the General Partner, other than limited partnerships managed by the General Partner or its affiliates, individually or together beneficially own or exercise direction or control, directly or indirectly, over more than 20% of the outstanding voting or equity securities of such Resource Company after giving effect to the exercise of all convertible securities of such Resource Company held by the General Partner or affiliates of the General Partner, other than limited partnerships managed by the General Partner or its affiliates; provided that, for purposes of this definition of "Related Issuer", (a) all fully paid equity based securities issued by a Resource Company shall be deemed to have been exercised into the underlying equity securities; and (b) for greater certainty, investments made by a general partner of any Previous Partnerships on behalf of such Previous Partnerships in any Resource Company shall not be included in any calculation of the outstanding number of voting or equity securities of any Resource Company held by the General Partner or any affiliate of the General Partner.

"**Resource Company**" means a company, limited partnership, or other issuer whose principal business is oil and gas exploration, development, and/or production, mining exploration, development, and/or production, certain energy production that may incur CRCE, pulp or paper development, processing, and/or production, forestry development and/or production, or a related resource business, such as a pipeline or service company or utility.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Share Purchase Agreement**" means an agreement between the Partnership and a Resource Company pursuant to which the Partnership subscribes for Flow-Through Shares and other securities, if any, of the Resource Company, and the Resource Company agrees to incur CEE (in respect of Flow-Through Shares) after the date of such agreement, to renounce CEE to the Partnership and to issue Flow-Through Shares and other securities, if any, of the Resource Company to the Partnership, together with all amendments and supplements thereto from time to time.

"**Special Meeting**" means a special meeting of Limited Partners to be held on or about April 1, 2014, but in any event not later than July 1, 2014, at the discretion of the General Partner, to consider (a) a Liquidity Alternative, including, without limitation, transferring the assets of the Partnership on a tax-deferred basis to a listed issuer which may be managed by an affiliate of the General Partner, as proposed by the General Partner; and (b) any other matter considered appropriate by the General Partner in connection with the pending liquidation of the assets of the Partnership in connection with a Liquidity Alternative (if approved) or other termination of the Partnership.

"**Sub-Advisor**" means GCIC.

"**Sub-Advisory Agreement**" means the sub-advisory agreement to be dated on or about the date of the Initial Closing between the Manager and GCIC.

"**Subscriber**" means a subscriber for Units.

"**Subscription Price**" means, for each Unit purchased, the amount of $25.

"**Tax Act**" means the *Income Tax Act* (Canada) as amended from time to time.

"**Tax Proposals**" means all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof.

"**Transfer Agreement**" means the agreement to be dated on or about the date of the Initial Closing between DMP Ltd. and the Partnership that provides for the Mutual Fund Rollover Transaction, together with all amendments, supplements, restatements and replacements thereof from time to time.

"**TSX**" means the Toronto Stock Exchange.

"**Unit**" means an equal and undivided interest in the net assets of the Partnership.

"**Valuation Agent**" or "**SGGG**" means SGGG Fund Services Inc., the valuation agent for the Partnership in accordance with the Administration Agreement.

"**Valuation Date**" means each day the TSX is open for business (or the previous trading day in the event the TSX is closed for business).

"**$**" means Canadian dollars.

OVERVIEW OF THE LEGAL STRUCTURE OF THE PARTNERSHIP

Canada Dominion Resources 2012 Limited Partnership is a limited partnership formed under the *Limited Partnerships Act* (Ontario) on November 24, 2011. The General Partner of the Partnership is Canada Dominion Resources 2012 Corporation and the Initial Limited Partner is CMP Limited Partner Inc. The principal place of business of the Partnership and of the General Partner is at 1 Adelaide Street East, 20th Floor, Toronto, Ontario M5C 2V9. The Partnership is not considered a mutual fund under securities legislation.

INVESTMENT OBJECTIVE

The primary objective of an investment in Units is to provide for a tax-assisted investment in a diversified portfolio of Flow-Through Shares and other securities of Resource Companies with a view to earning income and achieving capital appreciation for Limited Partners. The Partnership will enter into Share Purchase Agreements with Resource Companies under which such companies will agree to issue Flow-Through Shares and other securities, if any, to the Partnership, incur CEE in carrying out exploration in Canada and renounce CEE to the Partnership. Limited Partners with sufficient income will be entitled to claim deductions for Canadian federal income tax purposes in respect of CEE incurred and renounced to the Partnership and may be entitled to certain investment tax credits deductible from tax payable. See "Income Tax Considerations".

INVESTMENT STRATEGIES

The Partnership's investment strategy entails initially investing primarily in Flow-Through Shares of Resource Companies engaged in oil and gas or mining exploration, development and/or production or certain energy production that may incur CRCE that (a) have experienced management; (b) have a strong exploration program in place; (c) may require time to mature; and (d) offer the potential for future growth. It is anticipated that the Resource Companies will include a significant number of junior Resource Companies.

Resource Companies that incur CEE may deduct 100% of such expenditures from their income for tax purposes. These income tax deductions may effectively flow through to investors who agree to purchase qualifying shares, or rights to acquire such shares, from a Resource Company under an agreement which satisfies certain requirements set out in the Tax Act (a "flow-through share agreement") whereby such Resource Company agrees to incur the CEE and renounce such expenses to such investors. Certain provisions of the Tax Act and provincial income tax legislation are advantageous to limited partners, including the inclusion rate for capital gains of 50% and the 15% ITC and provincial tax credits for certain CEE allocated to limited partners who are individuals (other than trusts). Certain CDE may be deemed to be CEE eligible for the same 100% deduction when renounced under such a flow-through share agreement, subject to a limit of $1,000,000 of such CDE for each Resource Company whose "taxable capital employed in Canada" is not greater than $15,000,000. Common shares issued under a flow-through share agreement whereby the Resource Company agrees to renounce CEE to investors are "flow-through shares" for the purposes of the Tax Act. CEE incurred during 2013 will be deemed to be incurred as of December 31, 2012 in certain circumstances. The use of a limited partnership permits income tax deductions to be allocated to, and utilized by, limited partners while at the same time providing for limited liability, subject to certain qualifications. See "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Limited Liability of Limited Partners", "Risk Factors" and "Income Tax Considerations".

Resource Companies

The Partnership will enter into Share Purchase Agreements with Resource Companies. In connection with subscriptions for Flow-Through Shares, a Resource Company will represent to the Partnership that it is a "principal business corporation" as defined in subsection 66(15) of the Tax Act that intends (either by itself or through a Related Corporation) to incur CEE on at least one property in Canada and renounce such CEE to the Partnership.

Canadian Renewable and Conservation Expense

CRCE is a type of CEE relating to start-up costs incurred in the development of facilities for the production of energy from renewable resources. Generally, CRCE relates to the development of facilities for the production

of energy from a source other than non-renewable resources such as oil, gas and coal. For example, certain expenses incurred in the development of wind, geothermal and run-of-river electricity generation plants may qualify as CRCE. Eligible expenditures include expenses incurred for the purpose of making a service connection for the transmission of electricity from the project to a purchaser; for the construction of a temporary access road; for clearing land; for process engineering; or for installation of a test wind turbine.

Investment Strategy of the Partnership

Limited Partners with sufficient income will be entitled to claim deductions for Canadian federal income tax purposes in respect of the CEE incurred and renounced to the Partnership and may be entitled to certain investment tax credits deductible from tax payable. The Partnership may invest in non-flow-through securities of Resource Companies separately or in combination with Flow-Through Shares of the same Resource Company when they are offered at the same time in order to facilitate the acquisition of such Flow-Through Shares and reduce the average cost of the investment in such Resource Company.

The Partnership intends to obtain for Limited Partners the applicable income tax deductions associated with Flow-Through Shares and to reduce certain risks to Limited Partners by the diversification of the portfolio of equity securities of Resource Companies to be owned by the Partnership by entering into Share Purchase Agreements with Resource Companies to purchase Flow-Through Shares, pursuant to which each Resource Company will undertake to incur CEE between the date on which such Resource Company entered into the applicable Share Purchase Agreement and December 31, 2013, inclusive. The Partnership will receive Flow-Through Shares and the Resource Companies will renounce CEE to the Partnership. By investing in a number of Resource Companies, the Partnership will benefit from the reduced risks associated with portfolio diversification. The focus of the Partnership's investment portfolio is expected to be on Resource Companies in the oil and gas and mining sectors.

The Partnership intends to invest in a diversified portfolio of Flow-Through Shares and other securities, if any, of Resource Companies engaged in oil and gas or mining exploration, development and/or production or certain energy production that may incur CRCE.

Whenever possible, the Partnership intends to obtain incentives, such as share purchase warrants, in addition to purchasing Flow-Through Shares of Resource Companies.

Any interest earned on money held and not yet disbursed by the Partnership and any dividends received on Flow-Through Shares and other securities, if any, of Resource Companies purchased by the Partnership will accrue to the benefit of the Partnership. Interest and dividends earned may be used, in the discretion of the General Partner, to purchase more Flow-Through Shares and other securities, if any, of Resource Companies, for the purchase of High-Quality Money Market Instruments, to pay on-going fees and expenses of the Partnership, which are described under "Fees and Expenses", to repay amounts owing under the Loan Facility, or for distributions to Limited Partners if the General Partner is satisfied that the Partnership can otherwise meet its obligations.

To ensure income tax deductions are available to Limited Partners for the 2012 calendar year, certain CEE incurred by December 31, 2013 is to be renounced to the Partnership no later than March 31, 2013 with an effective date of renunciation of December 31, 2012. Share Purchase Agreements may provide that to the extent that grants or tax credits are available to investors pursuant to any provincial mineral exploration program, the Resource Companies will be required to apply for such grants or tax credits on behalf of the Partnership and the Limited Partners and to remit all amounts received to the Partnership. However, the aggregate amount of such grants or tax credits, if any, is not expected to be substantial.

The Manager will cause to be returned to each Limited Partner by April 30, 2013 such Limited Partner's *pro rata* share of the Available Funds that have not been committed by the Partnership to purchase Flow-Through Shares prior to January 1, 2013, except to the extent that such funds are expected to be used to finance the operations of the Partnership, including the accrued management fee, or to repay amounts owing under the Loan Facility. Any funds committed by the Partnership to purchase Flow-Through Shares and other securities, if any, of Resource Companies that are returned by Resource Companies to the Partnership prior to

January 1, 2013 may be used prior to January 1, 2013 to purchase Flow-Through Shares and other securities, if any, of other Resource Companies.

Flow-Through Shares and other securities, if any, of certain Resource Companies purchased pursuant to exemptions from the prospectus requirements of applicable securities legislation will be subject to resale restrictions. In addition, securities of Resource Companies that are not reporting issuers (or the equivalent) may be subject to indefinite resale restrictions. It is expected that the resale restrictions applicable to substantially all of the Flow-Through Shares and other securities, if any, of Resource Companies (other than Resource Companies which are not reporting issuers or the equivalent) purchased by the Partnership in any Canadian jurisdiction will expire after a four-month period. The Partnership may, in accordance with the by-laws, rules and policies of the applicable stock exchanges and where not prohibited by applicable law, sell securities held at such time by the Partnership and in respect of which the resale restrictions have not yet expired. The Partnership may borrow and sell free-trading shares of Resource Companies when an appropriate selling opportunity arises in order to "lock in" the resale price of Flow-Through Shares or other securities, if any, of Resource Companies held in the Partnership's portfolio.

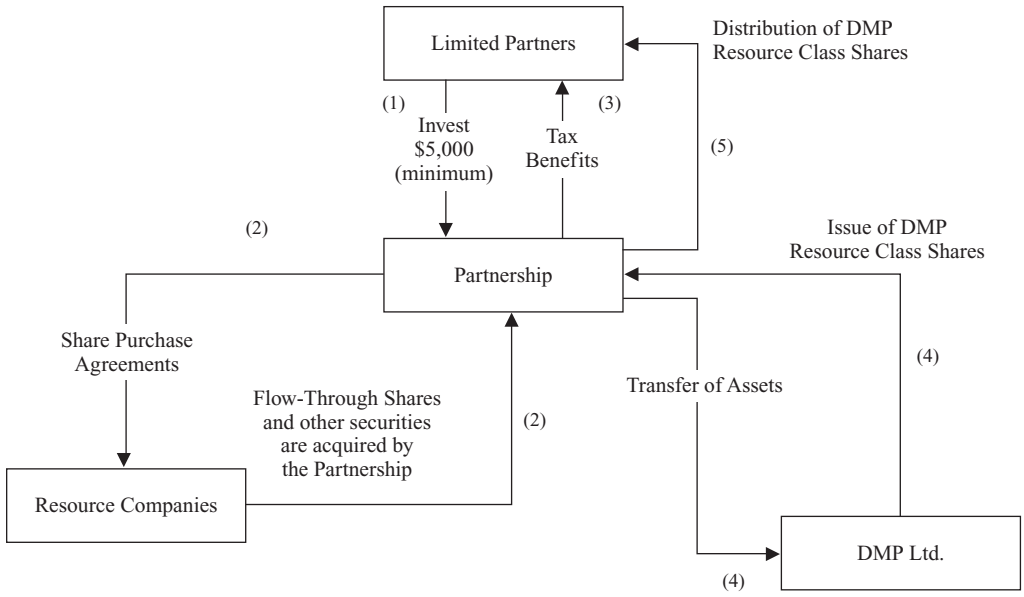
For tax purposes, any sale of Flow-Through Shares generally is expected to result in a capital gain equal to the net proceeds because the cost of the Flow-Through Shares is deemed to be nil.

Leverage

Pursuant to the Loan Facility, the Partnership will be able to borrow up to the amount of the aggregate of the Agents' fee and the expenses of this Offering, such amount not to exceed 7.75% of the Gross Proceeds, and the total market value of the Partnership's total assets divided by total outstanding indebtedness must at all times exceed a ratio of 4 to 1. Consequently, in the event the value of the total assets of the Partnership declines, the maximum amount of leverage that the Partnership could be exposed to is 25% of the total assets of the Partnership (or approximately 33% of the Net Asset Value of the Partnership). Accordingly, the maximum amount of leverage that the Partnership could be exposed to pursuant to the Loan Facility is 1.33 to 1 ((total long positions including leveraged positions) divided by the Net Asset Value of the Partnership). The Partnership's obligations under the Loan Facility will be secured by a pledge of the assets held by the Partnership.

OVERVIEW OF THE INVESTMENT STRUCTURE

Summary of Transactions if the Mutual Fund Rollover Transaction is Implemented



(1) Subscribers invest in Units. The Subscription Price for the Units is payable in full at Closing.

(2) The Partnership enters into Share Purchase Agreements.

(3) Subscribers must be Limited Partners on December 31, 2012 to obtain tax deductions in respect of such year.

(4) The Partnership intends to implement the Mutual Fund Rollover Transaction prior to July 1, 2014, unless the Limited Partners approve a Liquidity Alternative at a Special Meeting held for such purpose. If the Mutual Fund Rollover Transaction is implemented, then pursuant to the Transfer Agreement, the assets of the Partnership will be transferred to DMP Ltd. in exchange for DMP Resource Class Shares on a tax-deferred basis, provided appropriate elections are made.

(5) In connection with the Mutual Fund Rollover Transaction, if any, the Partnership will be dissolved and the Limited Partners will receive their *pro rata* portion of DMP Resource Class Shares. The DMP Resource Class Shares will be redeemable at the option of the former Limited Partners.

Schedule of Events for the Partnership

Event	Approximate Date
Initial Closing	March 13, 2012
Tax deductions allocated to Limited Partners[1]	December 31, 2012
Transfer of assets to DMP Ltd.	prior to July 1, 2014
Distribution of DMP Resource Class Shares to Limited Partners[2]	prior to July 1, 2014

(1) Excludes tax deductions associated with expenses of this Offering and the Agents' fee deductible after 2012.

(2) The DMP Resource Class Shares will be distributed as soon as practicable and in any event within 60 days after the transfer of assets pursuant to the Transfer Agreement to DMP Ltd. The DMP Resource Class Shares are redeemable on any day that the TSX is open for business (a "Fund Valuation Date") at the net asset value per share calculated at the close of business on that Fund Valuation Date. Redemption requests received after the close of trading of the TSX (generally 4:00 p.m., Toronto time) on a Fund Valuation Date will be effective on the next Fund Valuation Date.

OVERVIEW OF THE SECTORS THAT THE PARTNERSHIP INVESTS IN

The Partnership's investment strategy entails initially investing primarily in Flow-Through Shares of Resource Companies engaged in oil and gas or mining exploration, development and/or production of alternative energy projects that may incur CRCE that: a) have experienced management; b) have strong exploration programs in place; c) may require time to mature; and d) offer potential for future resource and production growth. Historically, Previous Partnerships have included a significant number of junior Resource Companies. As a result of this investment strategy, the Partnership will be exposed to the following sectors and industry conditions: commodities, in particular commodities related to energy (oil and gas) and mining in Canada; and exploration and development junior (often small market capitalization) Resource Companies. In identifying, negotiating and investing Partnership funds, the Partnership also competes with other partnerships with a similar investment strategy and with alternative sources of financing (equity and debt) that Resource Companies can use to fund their exploration and development programs.

I) Commodity Markets

Oil markets

It is the Portfolio Advisor's view that with global economies recovering from the lows of the financial crisis, global demand for oil has rebounded better than expected, and that potential supply shocks from increased political instability in the Middle East and North Africa suggest global inventories are tightening for refined products and for crude oil. After falling for two consecutive years, global oil consumption grew by 2.7 million barrels per day (bpd), or 3.1%, to reach a record level of 87.4 million bpd in 2010, according to the Canadian Association of Petroleum Producers (CAPP). On the supply side, global oil production increased by 1.8 million bpd, or 2.2%, but did not match the rapid growth in consumption, tightening the supply/demand balance. According to CAPP, oil sands growth and new production from existing conventional oil reserves will drive Canadian crude oil production to about 4.7 million barrels per day by 2025. With these factors in mind, the Portfolio Advisor expects that oil prices will remain stable for the foreseeable future.

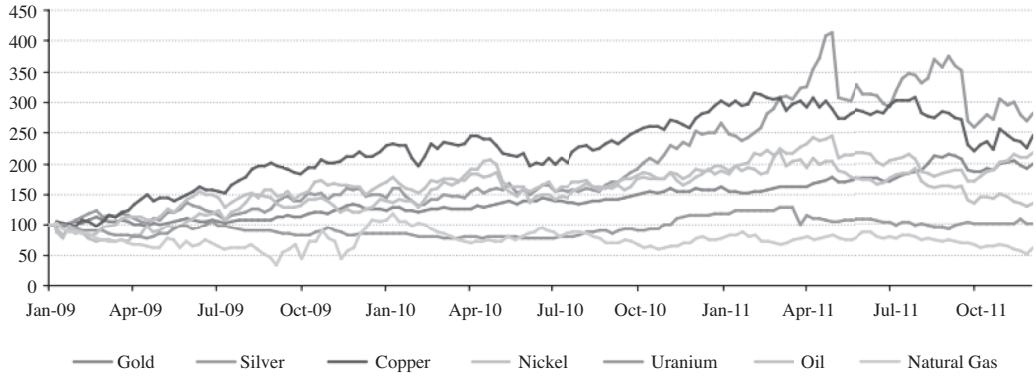
Gas markets

The Portfolio Advisor is of the opinion that current evidence suggests natural gas prices have bottomed, that demand continues to rise in North America with industrial use growing faster than expected, and that supply continues to grow though at a slower pace than that of the past few years. Lower prices over the last year have led some producers to shut-in uneconomic fields and curtail drilling plans. While the Portfolio Advisor does not expect a significant increase in the gas price, as supply should most comfortably meet demand, the Portfolio Advisor does expect price stability over the life of the partnership. Investment opportunities will be considered for those companies with projects that target liquids-rich opportunities, which are generally economic at today's gas price.

Mining

Commodity prices for most mineral and energy commodities reached multi-year or record highs in 2010. In 2011, the price of commodities (e.g. base or industrial) that are driven by the level of global economic activity have experienced a significant correction. In the opinion of the Portfolio Advisor, prices have fallen because of market worries that the lack of an economic recovery in the U.S. and the on-going sovereign debt crisis in Europe will result in negligible western growth and slower growth.

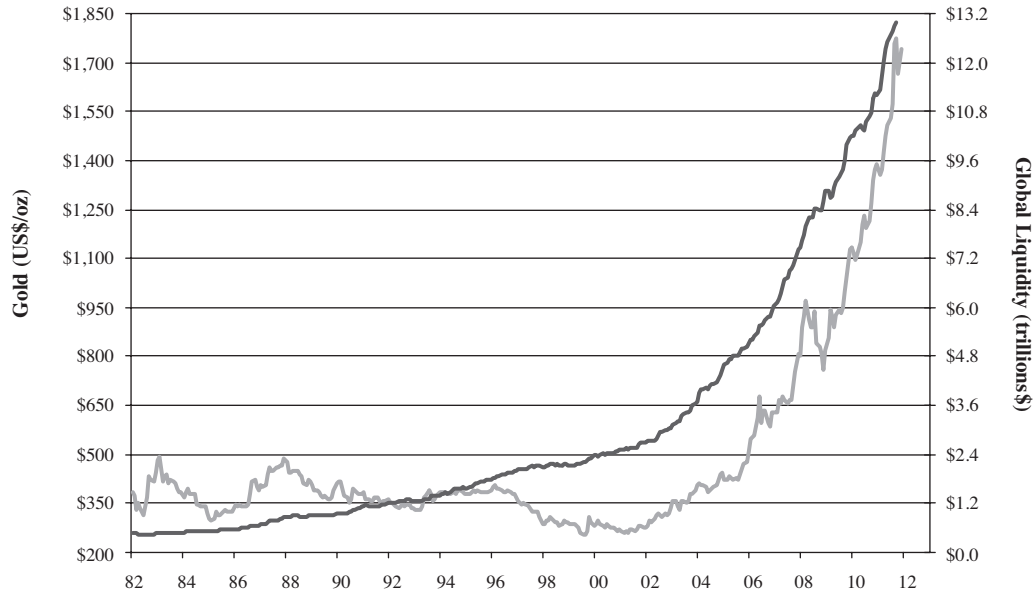
Select Commodity & Base Metal Relative Price Performances (Since 01/01/2009)



Source: Bloomberg Financial Markets; December 2, 2011.

It is the Portfolio Advisor's view that governments will be forced to accelerate the rate of monetary reflation and is cautiously optimistic that prices for base metals will recover within the life of the Partnership and that the price of bulk commodities (e.g. coal and iron ore) have been much less affected by current market worries because they are more directly tied to economic activity in China, India and other developing economies. A slowdown in global demand growth is expected by the Portfolio Advisor in 2012 (e.g. due to ballooning national debts, recessionary pressures building in the Euro zone and slower growth in China) but not a fall in the absolute level of demand. The Portfolio Advisor expects bulk commodities to remain robust and base metal prices to remain at, or above, current levels over the life of the Partnership as infrastructure development and construction continues in developing nations. In the view of the Portfolio Advisor, relatively low current copper, iron ore, coking and thermal coal inventories combined with little excess mine capacity and high mine utilization rates mean that these commodities in particular should do well over the life of the Partnership.

Gold Price vs. Global Liquidity (U.S. Monetary Base)

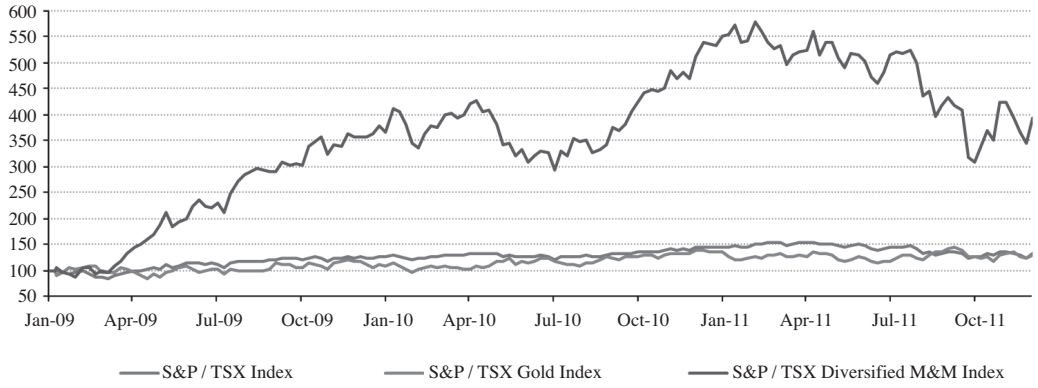


Source: DundeeWealth Economics, IMF and Federal Reserve.
As of December 2, 2011.

In 2011, precious metals prices continued to experience strong price performance which was, in the opinion of the Portfolio Advisor, driven by: global fiscal policy, including monetary reflation; global trade imbalances

that indicate the U.S. dollar must decline further; the need for central banks (which became a net purchaser of gold in 2010 for the first time in 21 years) to diversify foreign exchange reserves reducing exposure to "excessive" U.S. dollar reserves; increasing investment demand for gold that remains in a long run uptrend; relatively flat mine supply with "peak" gold production having been reached in the mid-1980s; continuing geopolitical turmoil and the threat of inflation as investors look for safe havens to protect their capital; and a supportive commodity price environment. Furthermore, in the view of Portfolio Advisor, the recently announced (November 30, 2011) coordinated actions of six central banks to enhance their capacity to provide liquidity support to the global financial system should supply continuing support for higher gold prices. It is the Portfolio Advisor's view that these conditions are likely to remain in place over the life of the Partnership and that precious metals prices will remain at, or above, recent price levels.

Indices Relative Performance (Since 01/01/2009)



Source: Bloomberg Financial Markets; as at December 2, 2011.

Figure 1, below, shows the approximate commodity mix at December 31st of the first year of each Partnership's life in 2009, 2010 and 2011, respectively:

Figure 1

Previous Partnership	Energy	Alternative Energy	Gold and Precious Metals	Diversified Metals	Other
Canada Dominion Resources 2009 Limited Partnership	57%	1%	30%	11%	1%
Canada Dominion Resources 2010 Limited Partnership	54%	2%	30%	9%	5%
Canada Dominion Resources 2011 Limited Partnership	63%	1%	32%	3%	1%

[Source: Manager's estimates]

Based on the Portfolio Advisor's current outlook, in the oil and gas sector, NGIC is likely to focus on companies exploring for natural gas reserves which are economic at today's prices and companies focused on unconventional oil plays relying on new drilling and completion techniques. In the mining sector, NGIC is likely to focus on companies that are exposed to gold, copper, zinc, iron ore and coal, rather than the other metals.

II) Industry Conditions for Exploration and Development Resource Companies

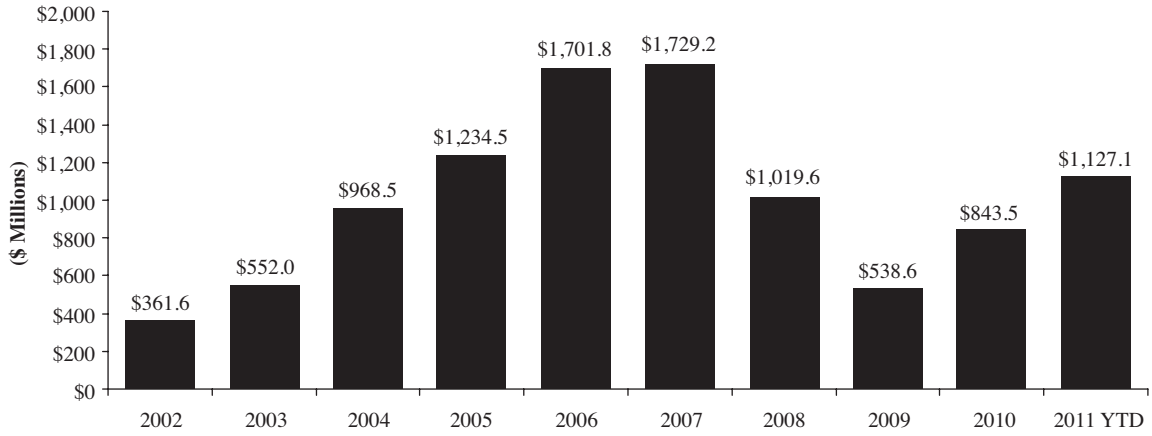
In the opinion of the Portfolio Advisor, recent price corrections and relatively low demand growth for many commodities mean that industry conditions for most producing Resource Companies are fair. For production companies, internal cash flows remain strong and will be the primary source of financing new projects and operations (i.e. not accessing capital market sources). However, it is the Portfolio Advisor's view that most exploration and development companies will need to either wait until resource prices bounce back or raise equity in 2012. Further, it is the Portfolio Advisor's view that commodity prices are high enough that exploration and development activity will remain strong and that there is strong competition between companies for

competent management and technical staff, available drilling equipment for exploration-stage companies and competent and available engineers and contractors to complete construction and infrastructure projects for development and operating companies. Good management and the availability of people and equipment will be one of the major issues considered by the Portfolio Advisor in selecting investments for the Partnership.

III) Competition

The Partnership competes with other limited partnerships that focus on investing in Flow-Through Shares of Resource Companies for suitable investment ideas and Flow-Through Shares compete with other sources of financing, as a way in which Resource Companies can finance their capital programs.

Size of Flow-Through LP Industry: 2002 – 2011 YTD



Source: FP Infomart; as at December 2, 2011.

Flow-through focused limited partnerships compete with each other and with other forms of financing in finding investments that meet the investment objective of the Partnership. The degree of competition largely depends on the level of exploration activity (the demand for funds) and the size of offerings completed by the major issuers of flow-through limited partnerships (the supply of funds). Proceeds raised by the major issuers of flow-through limited partnerships steadily rose from 2002 to 2006, peaking in 2007 at over $1.7 billion. In 2011, the level of funds raised by flow-through limited partnership financings continued to recover from their 2009 lows of $0.5 billion reaching $1.1 billion but they still remain well below pre-global financial crisis levels. Average after-tax returns earned by most 2010 and 2011 flow-through limited partnerships have been relatively low compared with 2009 returns. Relatively low recent returns means, in the view of the Portfolio Advisor, that major issuers of flow-through limited partnerships will raise less capital in 2012 than in 2011.

INVESTMENT RESTRICTIONS

The Partnership will, as a general rule, at the time of investment, use its best efforts to observe the following guidelines in committing the Available Funds to Resource Companies:

(a) at least 80% of the Available Funds will be invested in Resource Companies that are listed on a stock exchange and at least 25% of the Available Funds will be invested in Resource Companies that are listed on the TSX, the New York Stock Exchange (including the NYSE Amex Equities), NASDAQ, the London Stock Exchange (including the Alternative Investment Market), the Australian Stock Exchange or the South African JSE Securities Exchange;

(b) not more than 20% of the Available Funds will be invested in any one Resource Company;

(c) the Partnership will not own more than 10% of any class of equity or voting securities (and for this purpose all equity based securities owned by the Partnership shall be deemed to have been converted or exercised into the underlying equity securities and all fully paid equity based securities issued by a Resource Company shall be deemed to have been exercised into the underlying equity securities) of

any Resource Company or purchase securities of any Resource Company for the purpose of exercising control or management over such Resource Company; and

(d) not more than 20% of the Available Funds will be invested in Resource Companies that are Related Issuers.

Subject to the foregoing restrictions, the Available Funds may be invested in Related Issuers or in "related issuers" or "connected issuers" of Dundee Securities Ltd. for the purposes of applicable securities laws.

Pursuant to the Loan Facility, the Partnership will be able to borrow up to the amount of the aggregate of the Agents' fee and the expenses of this Offering, such amount not to exceed 7.75% of the Gross Proceeds.

FEES AND EXPENSES

Initial Fees and Expenses

The Agents' fee and the expenses of this Offering will be paid by the Partnership from funds borrowed by the Partnership under the Loan Facility for such purpose. Pursuant to the Agency Agreement, the Agents will be paid a sales commission of $1.4375 or 5.75% of the Subscription Price for each Unit sold. See "Plan of Distribution". The expenses of this Offering include the costs of creating and organizing the Partnership, the costs of printing and preparing the prospectus, legal expenses of the Partnership and the General Partner, marketing expenses and legal and other reasonable out-of-pocket expenses incurred by the General Partner and the Agents, and other incidental expenses, which are estimated by the Manager to be $400,000 in the case of the minimum Offering and $600,000 in the case of the maximum Offering. However, the Partnership's share of any Offering expenses is capped at 2% of the gross proceeds of the Offering ($200,000 in the case of the minimum Offering) and the Manager will pay any Offering expenses in excess of that amount. The unpaid principal amount of the borrowing will be deemed to be a limited-recourse amount of the Partnership under the Tax Act which reduces the related expenses by the unpaid principal amount. At the time that all or a portion of the indebtedness is repaid by the Partnership, the related expenses will be deemed to have been incurred by the Partnership at the time of, and to the extent of, the repayment, provided the repayment is not part of a series of loans or other indebtedness and repayments. See "Income Tax Considerations — Taxation of Securityholders — Limitations on Deductibility of Expenses or Losses of the Partnership".

Management Fee

In consideration for the Manager's services and pursuant to the terms of the Management Agreement, the Partnership will pay to the Manager an annual fee equal to 2% of the Net Asset Value. The Manager is responsible for paying the Portfolio Advisor and the Sub-Advisor out of the amount received by the Manager. The management fee is calculated and payable monthly in arrears in cash based on the Net Asset Value at the end of the preceding month (and pro-rated in respect of any partial month, if applicable).

Performance Bonus

The Manager will be entitled to the Performance Bonus, payable on a per Unit basis, in an amount equal to 20% of the amount by which the Net Asset Value per Unit on the Performance Bonus Date (prior to giving effect to the Performance Bonus) plus any distributions per Unit paid during the period commencing on the date of the Initial Closing and ending on the Performance Bonus Date exceeds $28.

The Performance Bonus will be accrued on each Valuation Date and paid as soon as practicable after the Performance Bonus Date. The Performance Bonus will be paid by DMP Resource Class in the event of the transfer of the assets of the Partnership to DMP Ltd. pursuant to the Mutual Fund Rollover Transaction. See "Organization and Management Details of the Partnership — Manager of the Partnership — Details of the Management Agreement".

Fees of the Portfolio Advisor and Sub-Advisor

The Manager is responsible for paying the Portfolio Advisor and the Sub-Advisor out of the amount received by the Manager. The Manager will pay the Portfolio Advisor and the Sub-Advisor a portion of any

Performance Bonus to which it is entitled. No additional amount is payable by the Partnership to either the Portfolio Advisor or the Sub-Advisor. See "Organization and Management Details of the Partnership — Details of the Portfolio Management Agreement" and "Organization and Management Details of the Partnership — Details of the Sub-Advisory Agreement".

On-Going Expenses

The Partnership will pay for all expenses (inclusive of applicable taxes) incurred in connection with its operation and administration. It is expected that these expenses will include: (a) mailing and printing expenses for periodic reports to Limited Partners; (b) fees payable to auditors, custodian and legal advisors; (c) taxes and on-going regulatory filing fees; (d) fees payable to the Manager for performing financial, record keeping and reporting to Limited Partners and general administrative services; (e) its pro rata share of fees payable to the Independent Review Committee; (f) any reasonable out-of-pocket expenses incurred by the Manager and the General Partner, and their agents in connection with their on-going obligations; (g) interest charges in connection with the Loan Facility; and (h) expenses relating to portfolio transactions. The Manager estimates that these costs together with the management fee will be approximately $1,500,000 per annum in the case of the maximum Offering and $700,000 per annum in the case of the minimum Offering. The Partnership will fund on-going fees and expenses from either amounts reserved from the Gross Proceeds or the proceeds of the sale of Flow-Through Shares held by the Partnership.

The Partnership will also pay all expenditures which may be incurred in connection with the Mutual Fund Rollover Transaction, a Liquidity Alternative and the dissolution of the Partnership.

In connection with certain investments of the Partnership, the Manager may retain independent advisors and consultants to conduct due diligence investigations of a Resource Company's business, assets, properties and mineral reserves. At the discretion of the General Partner, fees and expenses incurred by the Manager in retaining such independent advisors may be charged to the Partnership.

Loan Facility

The Partnership will endeavour to maximize the amount to be invested in Flow-Through Shares. Therefore, the Partnership will enter into the Loan Facility on the date of the Initial Closing with a Canadian chartered bank that is an affiliate of BMO Nesbitt Burns Inc., one of the Agents. The Loan Facility will be used solely for the purpose of funding the Agents' fee and the expenses of this Offering. As at the date of this prospectus, no amount of indebtedness is outstanding from the Partnership to such Canadian chartered bank. Pursuant to the Loan Facility, the Partnership will be able to borrow up to the amount of the aggregate of the Agents' fee and the expenses of this Offering, such amount not to exceed 7.75% of the Gross Proceeds. The Manager will ensure that the interest rates, fees and expenses under the Loan Facility will be typical of credit facilities of this nature. The Partnership's obligations under the Loan Facility will be secured by a pledge of the assets held by the Partnership. Prior to the earlier of: (a) the dissolution of the Partnership; (b) the date on which a Liquidity Event is completed; and (c) the maturity date of the Loan Facility (expected to be on or about July 1, 2014), all amounts outstanding under the Loan Facility, including all interest accrued thereon, will be repaid in full. None of the proceeds of this Offering will be applied for the benefit of BMO Nesbitt Burns Inc. or any of its affiliates except in respect of the fees and interest payable under the Loan Facility and the portion of the Agents' fee payable to BMO Nesbitt Burns Inc. The unpaid principal amount of the Loan Facility will be deemed to be a limited-recourse amount of the Partnership under the Tax Act which reduces the amount of related expenses that would otherwise be deductible by the Partnership in the year these expenses are incurred.

RISK FACTORS

This is a speculative Offering. As of the date of this prospectus, the Partnership has not entered into any Share Purchase Agreement with any Resource Company. If any Closing occurs after the Initial Closing, it is likely that the Partnership will have then selected potential investments or made investments. There is no assurance of a return on a Subscriber's initial investment. The Units are more suitable for Subscribers with incomes that are subject to high marginal tax rates. Aside from tax benefits, Subscribers should consider whether the Units have

sufficient merit solely as an investment. In addition, the purchase of Units involves significant risks, including, but not limited to, the following:

Speculative Investments

An investment in Units is speculative in nature and is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment. There is no guarantee that an investment in the Partnership will earn a specified rate of return or any return in the short or long term.

Sector Risks

The business activities of issuers in the resource industry are speculative and may be adversely affected by factors outside the control of those issuers. Resource exploration involves a high degree of risk that even the combination of experience and knowledge of the Resource Companies may not be able to avoid. Resource Companies may not hold or discover commercial quantities of precious metals, minerals, oil or gas and their profitability may be affected by adverse fluctuations in commodity prices, demand for commodities, general economic conditions and cycles, unanticipated depletion of reserves or resources, native land claims, liability for environmental damage, protection of agricultural lands, competition, imposition of tariffs, duties or other taxes and government regulation, as applicable. Though they may, at times, have an effect on the share price of Resource Companies, the effect of these factors cannot be accurately predicted.

Global Economic Downturn

In the event of a continued general economic downturn or a recession, there can be no assurance that the business, financial condition and results of operations of the Resource Companies in which the Partnership invests will not be materially adversely affected.

Changes in Net Asset Values

The purchase price per Unit paid by a Subscriber at a Closing subsequent to the Initial Closing may be less than or greater than the aggregate Net Asset Value per Unit at the time of purchase.

The value of the Units may fluctuate due to variations in the value of investments held by the Partnership. Fluctuations in the market values of portfolio investments may occur for a number of reasons beyond the control of the Partnership and the Manager, including fluctuations in market prices for commodities and foreign exchange rates and other risks described above under "Sector Risks".

The Partnership invests primarily in Flow-Through Shares issued by Resource Companies. Accordingly, the investment portfolio of the Partnership may be more volatile than portfolios with a more diversified investment focus.

Valuation of Non-Listed Resource Companies

The Partnership's investments in certain small or non-listed Resource Companies may be difficult to value accurately or to sell, and may trade at a price significantly lower than their value. In general, the less liquid an investment, the more its value tends to fluctuate. As a result, the Partnership may not be able to convert its investments to cash at a fair market price when it needs to or it may bear additional costs in doing so.

Tax Related Risks

Limited Partners who sell their Units may not realize proceeds equal to their *pro rata* share of the Net Asset Value and the sale of a Unit may result in unfavourable tax consequences for the transferor. See "Income Tax Considerations".

Units are designed for individual investors in the highest marginal income tax brackets. Adverse changes to or interpretations of federal or provincial legislation or the amendment of proposed legislation or administrative practices may result in an alteration of the tax consequences of holding or disposing of Units. There can be no assurance that income tax laws or administrative practices in the various jurisdictions of Canada will not be

changed in a manner which will fundamentally alter the tax consequences to Limited Partners of holding or disposing of Units. Tax Proposals may not be enacted as proposed. There is a further risk that expenditures incurred by a Resource Company may not qualify as CEE or that CEE incurred will be reduced by other events including failure to comply with the provisions of Share Purchase Agreements or of applicable income tax legislation. There is no guarantee that Resource Companies will comply with the provisions of the Share Purchase Agreements, or with the provisions of applicable income tax legislation with respect to the nature of expenses renounced to the Partnership. The Partnership may also fail to comply with applicable legislation. There is no assurance that Resource Companies will incur all CEE before January 1, 2014 or renounce CEE equal to the price paid to them. These factors may reduce or eliminate the return on a Limited Partner's investment in the Units.

If CEE renounced within the first three months of 2013 effective December 31, 2012 is not in fact incurred in 2013, the Limited Partners may be reassessed by CRA effective as of December 31, 2012 in order to reduce the Limited Partners' deductions with respect to CEE allocated to the Limited Partners. However, none of the Limited Partners will be charged interest on any unpaid tax as a result of such reduction for any period before May 2014.

The Tax Act may not be amended to extend the ITC to be available for Share Purchase Agreements entered into after March 31, 2012.

If a Limited Partner finances the acquisition of the Units with a financing for which recourse is, or is deemed to be, limited, the CEE or other expenses incurred by the Partnership may be reduced by the amount of such financing.

The Partnership will borrow funds to pay certain expenses of the Partnership, including the Agents' fee and other expenses of this Offering, which would be deemed to be a limited-recourse amount for the purposes of the Tax Act. As a result, amounts in respect of these expenses and interest on the borrowing will not be deductible until the year in which the limited-recourse indebtedness is repaid. The possibility exists that CRA may attempt to attribute the limited-recourse indebtedness to reduce CEE incurred by the Partnership and renounced to the Limited Partners.

The possibility exists that a Limited Partner will receive allocations of income without receiving any cash distribution from the Partnership in the year to satisfy the Limited Partner's tax liability for the year arising from its status as a Limited Partner.

The summary set out under the heading "Income Tax Considerations" does not address the deductibility of interest by Limited Partners and any Limited Partner who has borrowed money to acquire Units should consult his or her own tax advisor in this regard.

The Proposed Loss Limitation Rule limits a taxpayer's ability to deduct a loss from a business or property in a year unless it is reasonable to expect in that year that the taxpayer will realize a cumulative profit from that business or property over the expected life of the business or period of ownership of the property. Cumulative profit will be determined without reference to capital gains or capital losses. The Proposed Loss Limitation Rule should not affect the ability of a Limited Partner to deduct an amount in respect of the Limited Partner's available CCEE account against the Limited Partner's income in a year. On February 23, 2005, the Minister of Finance (Canada) announced that an alternative proposal to replace the Proposed Loss Limitation Rule would be released for comment at an early opportunity. To date, no alternative proposal has been released. There can be no assurance that such alternative proposal will not adversely affect Limited Partners.

If any Limited Partner is not a resident of Canada at the time of the dissolution of the Partnership, any distribution of undivided interests in the assets of the Partnership may not be effected on a tax-deferred basis. CRA may disagree whether the undivided interests in securities of Resource Companies distributed to Limited Partners on the dissolution of the Partnership may be partitioned on a tax-deferred basis.

The QTA provides that where an individual taxpayer (including a personal trust) incurs in a given taxation year "investment expenses" in excess of "investment income" earned for that year, such excess shall be included in such taxpayer's income, resulting in an offset of the deduction for such excess investment expenses. For these purposes, investment income includes taxable capital gains not eligible for the lifetime capital gain exemption.

Also for these purposes, investment expenses include certain deductible interest and losses of the Partnership attributable to an individual (including a personal trust) that is resident or subject to tax in Québec and 50% of CEE renounced to the Partnership and allocated to and deducted for Québec tax purposes by such Limited Partner, other than CEE incurred in Québec. Accordingly, up to 50% of CEE renounced to the Partnership and allocated to and deducted for Québec tax purposes by such Limited Partnership, other than CEE incurred in Québec, may be included in the Limited Partner's income for Québec tax purposes if such Limited Partner has insufficient investment income, thereby offsetting such deduction. The portion of the investment expenses (if any) which have been included in the taxpayer's income in a given taxation year may be deducted against investment income earned in any of the three previous taxation years and any subsequent taxation year to the extent investment income exceeds investment expenses for such year.

Certain provisions of the Tax Act (the "SIFT Rules") apply to tax certain publicly-traded income trusts and partnerships. Provided investments in the Partnership are not listed or traded on a stock exchange or other public market, the SIFT Rules will not apply to the Partnership. If the SIFT Rules were to apply to the Partnership, the tax consequences to the Partnership and Limited Partners would be materially, and in some respects adversely, different.

The federal (or Québec) alternative minimum tax may limit tax benefits to Limited Partners.

Lack of Liquidity

There is no market for the Units and it is unlikely that any public market will develop through which Units may be sold. There can be no assurance that the Mutual Fund Rollover Transaction or a Liquidity Alternative will be completed. Accordingly, an investment in Units should only be considered by investors who do not require liquidity.

Flow-Through Share Premiums

Flow-Through Shares may be issued to the Partnership at prices that exceed the market prices of similar common shares that do not permit CEE to be renounced in favour of the holders. Competition for the purchase of Flow-Through Shares may increase the premium at which such shares are available for purchase by the Partnership. The Partnership may invest in non-flow-through securities in combination with Flow-Through Shares of the same Resource Company when they are offered at the same time to reduce the average cost of the investment in such Resource Company.

Reliance on the Manager, the Portfolio Advisor and the Sub-Advisor

Subscribers must rely on the discretion of the Manager, the Portfolio Advisor and the Sub-Advisor in determining the composition of the investment portfolio of the Partnership, in negotiating the pricing of securities purchased by the Partnership and in disposing of securities. The Manager, the Portfolio Advisor and the Sub-Advisor will not always receive or review engineering or other technical reports prepared by Resource Companies in connection with their exploration programs prior to making investments.

Possibility that Limited Partners may Receive Illiquid Securities on Dissolution

There are no assurances that any Mutual Fund Rollover Transaction will be implemented. If the Mutual Fund Rollover Transaction is not completed, Limited Partners may receive Flow-Through Shares or other securities of Resource Companies upon dissolution of the Partnership for which there may be an illiquid market or which may be subject to resale restrictions.

Financial Resources of the General Partner

While the General Partner has unlimited liability for the obligations of the Partnership and has agreed to indemnify the Limited Partners in certain circumstances, the General Partner has nominal assets and it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to such indemnity.

Transferability of the Units

The sale of a Unit could result in failure to realize minimum tax savings and proceeds equal to the Limited Partner's share of the Net Asset Value, and possible liability for capital gains tax. Most of the tax advantages that would ordinarily flow through to Limited Partners are expected to be realized for the 2012 taxation year and, to realize such tax advantages, the person must be a Limited Partner as of December 31, 2012, and an assignor of Units before, and an assignee of Units after, December 31, 2012 is not expected to realize such tax advantages.

Resale Restrictions on Portfolio Securities

Securities purchased by the Partnership may be subject to resale restrictions. During periods when resale restrictions apply, the Partnership may dispose of such securities only pursuant to certain statutory exemptions. Securities of Resource Companies that are not reporting issuers (or the equivalent) purchased by the Partnership may be subject to indefinite resale restrictions that may be negated only if such Resource Companies become reporting issuers that are subject to continuous disclosure obligations under applicable securities laws. As a result of disclosure requirements, such Resource Companies may be impaired in their ability to become reporting issuers.

Lack of Suitable Investments

The Portfolio Advisor and the Sub-Advisor, on behalf of the Partnership, may not be able to identify a sufficient number of investments in Flow-Through Shares to fully invest the Available Funds by December 31, 2012, and, therefore, capital may be returned to Limited Partners and Limited Partners may be unable to claim anticipated deductions from income for income tax purposes. In such event, the tax advantages available to Limited Partners will be reduced accordingly.

To obtain the tax advantages for Limited Partners as described herein, the Partnership is required to enter into Share Purchase Agreements with Resource Companies in respect of the Available Funds by December 31, 2012. No assurance can be given that there will be a sufficient number of Resource Companies willing to enter into such agreements on or before December 31, 2012. If the Partnership is unable to enter into Share Purchase Agreements by December 31, 2012 for the full amount of the Available Funds, the Manager will cause to be returned to each Limited Partner by April 30, 2013 such Limited Partner's share of the amount of the shortfall, except to the extent that such funds are expected to be used to finance the operations of the Partnership, including the accrued management fee, or to repay amounts owing under the Loan Facility. In such event, the tax advantages available to Limited Partners will be reduced accordingly.

Possible Loss of Limited Liability

The *Limited Partnerships Act* (Ontario) provides that a limited partner benefits from limited liability unless, in addition to exercising rights and powers as a limited partner, such limited partner takes part in the control of the business of a limited partnership of which such limited partner is a partner. A Limited Partner is liable for such Limited Partner's Subscription Price, *pro rata* share of undistributed income retained by the Partnership and for any portion of the Subscription Price returned to such Limited Partner by the Partnership. In order that the liability of the Limited Partners be limited to the extent described, certain legal requirements under the *Limited Partnerships Act* (Ontario) and other applicable provincial legislation must be satisfied.

The limitation of liability conferred under the *Limited Partnerships Act* (Ontario) may be ineffective outside Ontario except to the extent it is given extra territorial recognition or effect by the laws of other jurisdictions. There may also be requirements to be satisfied in each jurisdiction to maintain limited liability. If limited liability is lost, Limited Partners may be considered to be general partners (and therefore be subject to unlimited liability) in such jurisdiction by creditors and others having claims against the Partnership.

Leverage

The Partnership will use the Loan Facility to pay for certain expenses in 2012. This measure enables the Available Funds to be invested primarily in Flow-Through Shares so as to maximize CEE deductions for Limited Partners in 2012. While leverage may increase the potential for total returns, it may also potentially increase losses. The interest expense and banking fees incurred in respect of the Loan Facility by the Partnership may exceed the incremental capital gains and tax benefits generated by the incremental investment in Flow-Through Shares. There can be no assurance that the borrowing strategy employed by the Partnership will enhance returns.

DISTRIBUTION POLICY

It is not anticipated that the Partnership will make any material distributions to Limited Partners, although the Partnership is not precluded from doing so at any time prior to its dissolution.

PURCHASES OF SECURITIES

The Units will be sold at a price of $25 per Unit during the initial distribution period. A Subscriber must purchase at least 200 Units and pay $25 per Unit subscribed for at Closing. Payment may be made either by direct debit from the Subscriber's brokerage account or by remitting a certified cheque or bank draft to the Subscriber's registered dealer or broker. Prior to Closing, all certified cheques and bank drafts will be held by the Agents. No cheques or bank drafts will be cashed prior to the Closing.

The acceptance by the Manager (on behalf of the Partnership) of a Subscriber's offer to purchase Units (made through a registered dealer or broker), whether in whole or in part, constitutes a subscription agreement between the Subscriber and the Partnership, upon the terms and conditions set out in this prospectus.

The foregoing subscription agreement shall be evidenced by delivery of the final prospectus to the Subscriber, provided that the subscription has been accepted by the Manager on behalf of the Partnership. Joint subscriptions for Units will be accepted.

Pursuant to the Partnership Agreement, each Subscriber, among other things:

(a) consents to the disclosure of certain information to, and the collection and use by, the General Partner and its service providers, including such Subscriber's full name, residential address or address for service, social insurance number or the corporation account number, as the case may be, for the purpose of administering such Subscriber's subscription for Units;

(b) acknowledges that the Subscriber is bound by the terms of the Partnership Agreement and is liable for all obligations of a Limited Partner;

(c) makes or is deemed to make the representations and warranties set out in the Partnership Agreement, including without limitation, representations and warranties that he, she or it:

  (i) is not a "non-resident" for the purposes of the Tax Act or an entity an interest in which is a "tax shelter investment" for purposes of the Tax Act or a "non-Canadian" within the meaning of the *Investment Canada Act*;

  (ii) is not a partnership, or, in the case that it is a partnership, it is a "Canadian partnership" for purposes of the Tax Act;

  (iii) has not financed the acquisition of the Units with borrowings for which recourse is, or is deemed to be, limited for purposes of the Tax Act;

  (iv) is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act unless such prospective purchaser has provided written notice to the contrary to the Partnership prior to the date of acceptance of the prospective purchaser's subscription for Units; and

  (v) will maintain the status set out in (i), (ii), (iii) and (iv) above during such time as the Units are held;

(d) irrevocably nominates, constitutes and appoints the General Partner as its true and lawful attorney with full power and authority as set out in the Partnership Agreement;

(e) authorizes the General Partner to transfer the assets of the Partnership to an open-end mutual fund corporation and implement the dissolution of the Partnership in connection with any Mutual Fund Rollover Transaction;

(f) irrevocably authorizes the General Partner to file on behalf of the Subscriber all elections under applicable income tax legislation in respect of any such Mutual Fund Rollover Transaction or the dissolution of the Partnership; and

(g) covenants and agrees that all documents executed and other actions taken on behalf of the Limited Partners pursuant to the power of attorney set out in Section 3.5 of the Partnership Agreement will be binding upon such Subscriber, and each Subscriber agrees to ratify any of such documents or actions upon request by the General Partner.

Subscription proceeds from this Offering will be received by the Agents, or such other registered dealers or brokers as are authorized by the Agents, and held in trust in a segregated account until subscriptions for the minimum Offering are received and other closing conditions of this Offering have been satisfied. If the minimum amount required for this Offering is not subscribed for within 90 days after receipt of a Receipt in respect of this prospectus, this Offering may not continue and the subscription proceeds will be returned to Subscribers, without interest or deduction, unless an amendment to this prospectus is filed.

The Partnership is not required to complete any subsequent Closing following the Initial Closing. The completion of any subsequent Closing will be determined in the sole discretion and agreement of the General Partner. The General Partner may consult with the Agents in exercising such discretion.

REDEMPTION OF SECURITIES

Units are not redeemable by the Limited Partners. However, the Partnership may redeem Units in certain circumstances. See "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Redemption or Sale of Units of Non-Qualified Holders".

INCOME TAX CONSIDERATIONS

Tax considerations ordinarily make the Units offered hereunder most suitable for those investors subject to the highest marginal income tax rate. Regardless of any tax benefits that may be obtained, a decision to purchase Units should be based primarily on an appraisal of the merits of the investment as such and on an investor's ability to bear possible loss. Investors acquiring Units with a view to obtaining tax advantages should obtain independent tax advice from a tax adviser who is knowledgeable in the area of income tax law.

In the opinion of Stikeman Elliott LLP, counsel to the Partnership and the General Partner and Blake, Cassels & Graydon LLP, counsel to the Agents, the following is a summary as of the date of this prospectus of the principal Canadian federal income tax considerations for a purchaser who acquires Units pursuant to this prospectus. This summary is applicable only to purchasers who are or are deemed to be, at all relevant times, resident in Canada, and who will hold their Units as capital property. Provided a Limited Partner does not hold Units in the course of carrying on a business and has not acquired Units as an adventure or concern in the nature of trade, the Units will generally be considered to be capital property to the Limited Partner. This summary similarly assumes that the Flow-Through Shares will be capital property to the Partnership. Except as otherwise indicated, this summary assumes that recourse for any financing by a Limited Partner of the Subscription Price for Units is not limited and is not deemed to be limited within the meaning of the Tax Act. This summary also assumes that each Limited Partner will, at all relevant times, deal at arm's length, for purposes of the Tax Act, with each of the Resource Companies with which the Partnership has entered into a Share Purchase Agreement. This summary is not applicable to an investor that is a partnership or trust. This summary is also not applicable to taxpayers that are "financial institutions", as defined in subsection 142.2(1) of the Tax Act, that are "principal-business corporations" as defined in subsection 66(15) of the Tax Act, whose business includes trading or dealing in rights, licences, or privileges to explore or drill for, or take, minerals, petroleum, natural gas, or other related hydrocarbons, that are corporations which hold a "significant interest" in the Partnership within the meaning of subsection 34.2(1) of the Tax Act, or to a taxpayer, an interest in which is a "tax shelter investment" as defined in the Tax Act or to taxpayers that make a functional currency reporting election pursuant to the Tax Act.

This summary is based on the assumption that the Partnership is not, and will not be at any material time, a "specified person" within the meaning of the Tax Act or the Regulations in relation to any Resource Company with which it has entered into a Share Purchase Agreement.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular purchaser of Units. It is impractical to comment on all aspects of federal income tax

laws which may be relevant to any potential purchaser of Units. Accordingly, each prospective purchaser of Units should obtain independent advice from a tax advisor who is knowledgeable in the area of income tax law regarding the income tax considerations applicable to investing in the Partnership based on the purchaser's own particular circumstances.

The income tax considerations applicable to a purchaser of Units will vary depending on a number of factors, including whether his or her Units are characterized as capital property, the province or territory in which he or she resides, carries on business, or has a permanent establishment, the amount that would be his or her taxable income but for the interest in the Partnership, and the legal characterization of the purchaser as an individual, corporation, trust, or partnership.

This summary is based on the current provisions of the Tax Act, the Regulations, and counsel's understanding of the current published administrative practices and assessing policies of the CRA. This summary also takes into account the Tax Proposals. This summary does not otherwise take into account or anticipate any changes in laws, whether by judicial, governmental, or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations. There is no certainty that such Tax Proposals will be enacted in the form proposed, if at all.

Status of the Partnership

The Partnership itself is not liable for income tax and is not required to file income tax returns except for an annual information form.

The Units do not constitute "qualified investments" under the Tax Act for Registered Plans. Provided DMP Ltd. continues to be a "mutual fund corporation" for the purposes of the Tax Act, the DMP Resource Class Shares constitute "qualified investments" for such Registered Plans. Subscribers should consult with their own tax advisors as to whether the DMP Resource Class Shares would be prohibited investments for tax-free savings accounts, registered retirement savings plans or registered retirement income funds in their own particular circumstances.

Taxation of the Partnership

The Partnership is not itself a taxable entity and is not required to file income tax returns except for an annual information return.

Taxation of Securityholders

Highlights

These comments must be read in conjunction with the detailed summary of the income tax considerations which follows. In brief, a taxpayer who is a Limited Partner at the end of the fiscal year of the Partnership may, in computing his or her income for the taxation year in which the fiscal year of the Partnership ends, subject to the application of a number of rules in the Tax Act which restrict the ability of a Limited Partner to deduct certain expenses and losses, deduct the following:

(a) an amount equal to 100% of CEE renounced to the Partnership and allocated to him or her by the Partnership in respect of the fiscal year of the Partnership;

(b) an amount equal to 100% of CDE renounced to the Partnership which is deemed to be CEE incurred by the Partnership and allocated to him or her by the Partnership in respect of the fiscal year of the Partnership; and

(c) his or her *pro rata* share of any losses of the Partnership incurred in the fiscal year of the Partnership without taking into account the expenditures or deductions referred to above.

In addition, a Limited Partner who is an individual (other than a trust) may be entitled to claim an ITC to reduce his or her tax otherwise payable in respect of certain CEE renounced to the Partnership and allocated to him or her. However, the amount of such ITC deducted in a taxation year will reduce a limited partner's CCEE account in the following year, thereby potentially giving rise to an income inclusion of that amount.

Canadian Exploration Expense and Canadian Development Expense

Provided that certain conditions in the Tax Act are fulfilled, the Partnership will be deemed to incur CEE renounced to it by the Resource Companies pursuant to the Share Purchase Agreements on the effective date of the renunciation. Provided that certain further conditions in the Tax Act are fulfilled, certain CEE incurred by a Resource Company before January 1, 2014 can be renounced to the Partnership with an effective date of December 31, 2012 and the Partnership will be deemed to have incurred such CEE on December 31, 2012. Certain CEE incurred or to be incurred in 2013 will be eligible to be renounced effective December 31, 2012 provided that the Resource Company makes the renunciation to the Partnership by March 31, 2013. The Share Purchase Agreements for Flow-Through Shares to be entered into during 2012 by the Partnership may permit a Resource Company to incur CEE at any time up to December 31, 2013, provided that the CEE qualifies for renunciation with an effective date in 2012 and the Resource Company agrees to renounce that CEE to the Partnership by March 31, 2013 with an effective date of December 31, 2012.

In the case of certain expenses incurred for the purpose of developing petroleum or natural gas deposits in Canada (including certain drilling expenses), such expenses ordinarily characterized as CDE may be deemed to be CEE to a limit of $1,000,000 per Resource Company whose "taxable capital employed in Canada", for the purposes of the Tax Act, is not greater than $15,000,000. The Partnership may subscribe for Flow-Through Shares of certain Resource Companies in order to obtain renunciation of such deemed CEE. Share Purchase Agreements to be entered into during 2012 may permit a Resource Company to incur certain CDE, which will be deemed to be CEE, at any time up to December 31, 2013, provided that the CDE qualifies for renunciation as CEE with an effective date in 2012 and the Resource Company agrees to renounce that CDE to the Partnership as CEE by March 31, 2013 with an effective date of December 31, 2012.

Each Share Purchase Agreement for the purchase of Flow-Through Shares will contain covenants and representations of the Resource Company so as to ensure that CEE (and CDE deemed to be CEE) incurred by such company in an amount equal to the subscription price payable for the Flow-Through Shares can be renounced to the Partnership with an effective date of not later than December 31, 2012 and that, where the expenses renounced are CDE, they will qualify as deemed CEE incurred by the Partnership. The Share Purchase Agreements generally will require that the Resource Companies expend, by December 31, 2013, the full amount committed by the Partnership and renounce, prior to April 2013, such expenditures to the Partnership with an effective date of not later than December 31, 2012.

For purposes of the following discussion, all references to CEE include CDE renounced to the Partnership, which is deemed to be CEE incurred by the Partnership.

If CEE renounced before April 2013, effective December 31, 2012, is not, in fact, incurred in 2013, then the Partnership will have its CEE reduced accordingly. The reduction will be effective as of December 31, 2012. However, none of the Limited Partners will be charged interest on any unpaid tax arising as a result of such reduction before May 2014.

A Limited Partner does not deduct directly CEE renounced to the Partnership and allocated to him or her in respect of a fiscal year of the Partnership but adds such CEE to his or her CCEE account. A Limited Partner's share of CEE incurred by the Partnership in a fiscal year is considered for these purposes to be limited to his or her "at-risk amount" in respect of the Partnership at the end of the fiscal year. If his or her share of CEE is so limited, any excess will be added to his or her share, as otherwise determined, of the CEE incurred by the Partnership in the immediately following fiscal year again subject to the at-risk amount limitation discussed below.

Subject to the "at-risk" rules and rules restricting the deductibility of expenses in respect of a "tax shelter investment", as described below, a Limited Partner may deduct in computing his or her income from all sources for a particular taxation year, such amount as he or she may claim not exceeding 100% of his or her CCEE account at the end of that taxation year. The undeducted balance of a Limited Partner's CCEE account may generally be carried forward indefinitely. A Limited Partner's CCEE account is reduced by his or her share of any amount that he, she, or the Partnership received or is entitled to receive as assistance in respect of CEE incurred, or that can reasonably be related to Canadian exploration activities and by deductions claimed in prior years of the investment tax credit as described below under "Investment Tax Credits". If, at the end of a taxation

year, the reductions in calculating the Limited Partner's CCEE account exceed the balance of that account at the beginning of the year and additions to it during the year, the excess must be included in computing the Limited Partner's income for that year and the amount of the Limited Partner's CCEE account at the end of the year will be nil.

The sale or other disposition of Units will not result in the reduction of any Limited Partner's CCEE account and the sale by the Partnership or the Limited Partners of any Flow-Through Shares will not result in a reduction in any Limited Partner's CCEE account.

Investment Tax Credits

Individuals (other than trusts) who are Limited Partners may be entitled to a federal non-refundable ITC equal to 15% of a certain type of CEE renounced to the Partnership and allocated to the Limited Partners. Generally, the CEE that gives rise to the ITC is described as specified surface grass roots mining exploration expenses that are: (i) incurred or deemed to be incurred in Canada before 2013; and (ii) renounced to the Partnership under a Share Purchase Agreement made on or before March 31, 2012.

Historically, the relevant dates by which a Share Purchase Agreement must be entered into and by which expenses must be incurred thereunder in order to qualify for the ITC have been extended by one year, with such extension announced in each annual Federal budget. If the 2012 Federal budget announces an extension of these dates, and the Tax Act is amended accordingly, then expenditures incurred or deemed to be incurred before 2014 under Share Purchase Agreements entered into after March 31, 2012 and on or before March 31, 2013, should also qualify for the ITC. There can be no assurance at this time that such extension will be implemented.

The amount of CEE upon which the credit is computed would be reduced by any provincial tax credit that the Limited Partner has received, was entitled to receive or could reasonably have been expected to receive in respect of the CEE.

The ITC can be used by a Limited Partner to reduce the tax otherwise payable in the taxation year of the Limited Partner in which the Limited Partner becomes entitled to the credit. A Limited Partner who is entitled to an ITC as a result of being a Limited Partner will be entitled to carry forward such ITC for a period of 20 years. To the extent the ITC is applied in a year, it is deducted from the Limited Partner's CCEE account in the following taxation year. As discussed above, where the balance of a Limited Partner's CCEE pool is negative at the end of a taxation year, the negative amount must be included in the Limited Partner's income for that taxation year. As such, a Limited Partner who deducts this ITC for the 2012 taxation year will be required to include in his or her 2013 income the amount deducted unless there is a sufficient offsetting balance in his or her CCEE account in 2013.

Computation of Income of Limited Partners

Each Limited Partner will be required to include in computing his or her income or loss for tax purposes for a taxation year, subject to the "at-risk" rules, his or her *pro rata* share of the income or loss for each fiscal year of the Partnership ending in, or at the end of, that taxation year, whether or not he or she has received or will receive any cash distribution from the Partnership. The fiscal year of the Partnership ends on December 31 and will end upon the dissolution of the Partnership.

Each Limited Partner will generally be required to file an income tax return reporting his or her share of the income or loss of the Partnership. While the Partnership will provide each Limited Partner with information required for income tax purposes pertaining to his or her investment in Units, the Partnership will not prepare or file income tax returns on behalf of any Limited Partner. Each person who is a Partner in a year will be required to file an information return on or before the last day of March in the following year in respect of the activities of the Partnership or, where the Partnership is dissolved, within 90 days after the dissolution. A return made by any one Partner will be deemed to have been made by each Partner. Under the Partnership Agreement, the General Partner is required to file the necessary return.

The income or loss of the Partnership will be computed as if the Partnership were a separate person resident in Canada without taking into account any deduction in respect of, among other things, CEE. Any CEE incurred by the Partnership or renounced to the Partnership will be allocated, in accordance with the Partnership

Agreement and the Tax Act, to those persons who are Limited Partners at the end of the fiscal year of the Partnership which includes the effective date on which the CEE is incurred or renounced, respectively. Each such Limited Partner will be entitled to deduct directly through his or her CCEE account, and not as a part of the income or loss of the Partnership, in accordance with the provisions of the Tax Act, an amount in respect of such CEE. The income of the Partnership will include the taxable portion of any capital gain that it realizes on a disposition of Flow-Through Shares. As a result of the cost of the Flow-Through Shares being deemed to be nil for purposes of the Tax Act, the amount of such capital gain generally will equal the proceeds of disposition of the Flow-Through Shares, net of reasonable costs of disposition.

The Partnership will borrow funds to pay certain expenses and fees it will incur in respect of this Offering, consisting of the expenses of the Offering and the Agents' fee. The unpaid principal amount of such borrowing will be deemed to be a limited-recourse amount of the Partnership the effect of which will be to reduce, for purposes of the Tax Act, the amount of the expenses paid with the borrowing by such unpaid principal amount. As a result, the Partnership will not be permitted to deduct any portion of the amount by which such expenses are reduced in computing its income in the year the expenses are incurred. As the principal amount of such borrowing is repaid, the expenditures will be deemed to have been incurred to the extent of the repayment, provided the repayment is not part of a series of loans or other indebtedness. Thereafter, such Offering expenses and Agents' fee (to the extent they are reasonable in amount), will be deductible as to 20% in the year of repayment, and as to 20% in each of the four subsequent years, pro-rated for short taxation years. The Partnership will not be entitled to deduct any amount in respect of such expenses in the fiscal year ending on its dissolution. After dissolution of the Partnership, Limited Partners will be entitled to deduct, at the same rate, their *pro rata* share of any such expenses paid by the Partnership from such borrowed funds that were not deductible by the Partnership and the adjusted cost base of a Limited Partner's Units will be reduced on dissolution of the Partnership by his or her share of such expenses. To the extent that they are reasonable, management fees and Performance Bonus (if any) payable to the Manager will be deductible in the year in which the services to which they relate are rendered. The General Partner believes that the management fees and Performance Bonus (if any) payable to the Manager are reasonable within the meaning of the Tax Act.

Limitation on Deductibility of Expenses or Losses of the Partnership

Subject to the "at-risk" rules, a Limited Partner's share of the business losses of the Partnership for any fiscal year may be applied against his or her income from any other source to reduce net income for the relevant taxation year and, to the extent it exceeds other income for that year, generally may be carried back three years and forward 20 years.

The Tax Act provides that, notwithstanding the income or loss allocation provisions of the Partnership Agreement, any losses of the Partnership from a business or property allocated to a Limited Partner in respect of a fiscal year of the Partnership ending in a taxation year are deductible by such Limited Partner in computing his or her income for the taxation year only to the extent that his or her "at-risk amount" in respect of the Partnership at the end of the fiscal year exceeds, inter alia, the Limited Partner's share of any CEE incurred by the Partnership in the fiscal year.

The Tax Act contains additional rules to restrict the deductibility of certain amounts by persons who acquire a "tax shelter investment" for purposes of the Tax Act. The Units have been registered with CRA under the "tax shelter" registration rules. If a Limited Partner finances the acquisition of Units with a financing for which recourse is or is deemed to be limited (a"limited-recourse amount") within the meaning of the Tax Act or has the right to receive certain amounts where such rights were granted for the purpose of reducing the impact of any loss that a Limited Partner may sustain by virtue of acquiring, holding or disposing of an interest in respect of such Units, the CEE or other expenses incurred by the Partnership may be reduced by the amount of such financing to the extent that the financing can reasonably be considered to relate to such amounts.

For the purposes of the Tax Act, a limited-recourse amount is the unpaid principal amount of any indebtedness for which recourse is limited and the unpaid principal amount of a debt is deemed to be a limited-recourse amount unless:

(a) the debt bears interest at a rate not less than the lesser of the rate prescribed by the Tax Act at the time the debt is incurred or the rate prescribed from time to time during the term of the indebtedness;

(b) *bona fide* written arrangements were made, at the time the debt was incurred, for repayment of principal and interest within a reasonable period not exceeding 10 years (which may include a demand loan); and

(c) interest is paid in respect of the debt at least annually within 60 days after the end of the debtor's tax year.

The Partnership Agreement provides that where CEE of the Partnership is so reduced the amount of CEE that would otherwise be allocated by the Partnership to the Limited Partner who incurs the limited-recourse financing shall be reduced by the amount of the reduction. Where the reduction of other expenses reduces the loss of the Partnership, the Partnership Agreement provides that such reduction shall first reduce the amount of the loss that would otherwise be allocated to the Limited Partner who incurs the limited-recourse financing. The cost of a Unit to a Limited Partner may also be reduced by the total of limited-recourse amounts and at-risk adjustments that can reasonably be considered to relate to such Units. Any such reduction may reduce the amount of deductions otherwise available to Limited Partners to the extent that deductions are not reduced at the Partnership level as described above.

Prospective purchasers who propose to finance the acquisition of their Units using a limited-recourse amount or otherwise should consult with their tax advisors.

Income Tax Withholdings and Instalments

Limited Partners who are employed and are required to have income tax withheld at source from their employment income by their employer may prepare a submission to their District Office of the CRA requesting a reduction in such withholding at source by their employer, which request may be granted at the discretion of the CRA. In this way, Limited Partners may be able to obtain the tax benefits of the investment during the remainder of 2012 after the applicable Closing.

Limited Partners who are required to pay income tax on an instalment basis may in certain circumstances take into account their share, subject to the "at-risk" rules, of CEE and any loss of the Partnership in determining their instalment remittances.

Disposition of Units in the Partnership

Subject to any adjustment required by the Tax Act, a Limited Partner's adjusted cost base of a Unit for income tax purposes will generally consist of the Subscription Price for the Unit, increased by any share of income allocated to the Limited Partner (including a *pro rata* share of the full amount of any capital gains realized by the Partnership) and reduced by any share of losses (including a *pro rata* share of the full amount of any capital losses realized by the Partnership) and CEE allocated to such Limited Partner and the amount of Partnership distributions made to such Limited Partner, if any. Although it is not anticipated that original Limited Partners will have an adjusted cost base which is less than zero, the amount of any negative adjusted cost base will be deemed to be a capital gain of a Limited Partner in the year in which the adjusted cost base becomes a negative amount.

A disposition by a Limited Partner of his or her Units will result in a capital gain (or a capital loss) to the extent that his or her proceeds of disposition, net of reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Units immediately prior to the disposition. One-half of the amount of a capital gain is a taxable capital gain and is required to be included in computing a Limited Partner's income in the year and one-half of a capital loss is an allowable capital loss and is deductible only against taxable capital gains for the year. The unused portion of an allowable capital loss may be carried back three years or forward indefinitely in accordance with detailed rules in the Tax Act. A Limited Partner who is considering disposing of Units during a fiscal period of the Partnership should obtain tax advice before doing so since ceasing to be a Limited Partner before the end of the Partnership's fiscal period may affect certain adjustments to his or her cost base and his or her entitlement to a share of the Partnership's income or loss and CEE incurred in such year.

A Limited Partner who is a Canadian-controlled private corporation (as defined in the Tax Act) may be subject to an additional refundable tax of 6⅔% in respect of certain investment income including an amount in respect of taxable capital gains.

Dissolution of the Partnership

If the Partnership is dissolved following the disposition of all of its assets for cash proceeds, the Limited Partners will be allocated their proportionate share of any income or loss of the Partnership resulting from such disposition. In the case of assets of the Partnership which are Flow-Through Shares, the income of the Partnership resulting from the disposition will be a capital gain, the amount of which will generally equal the proceeds of disposition net of reasonable costs of the disposition. The disposition of other assets, including shares which are not Flow-Through Shares, will result in a capital gain or loss of the Partnership equal to the amount by which proceeds of disposition exceed (or are less than) the adjusted cost base of the assets and net of reasonable disposition costs.

Alternatively, the Partnership may be dissolved such that each Limited Partner will acquire an undivided interest in each property of the Partnership. Each such property (including Flow-Through Shares) will thereafter be partitioned and each Limited Partner will be allocated his or her *pro rata* share of each such property.

The dissolution of the Partnership will constitute a disposition by a Limited Partner of his or her Units for an amount equal to the greater of the adjusted cost base of his or her Units and the aggregate of the cash proceeds distributed to him or her and his or her share of the cost amount to the Partnership of each property distributed. Since the adjusted cost base of the Units to the Limited Partners will be increased by the capital gain allocated to them on the disposition of the assets by the Partnership, any capital gain realized as a result of the liquidating distribution will be reduced by the capital gain so allocated (though the Limited Partners will have to include in their income for their taxation year in which the dissolution of the Partnership occurs, the taxable capital gains allocated to them from the disposition of the assets prior to the dissolution).

Provided that under the relevant law, shares may be partitioned, it is CRA's position that shares may be partitioned on a tax-deferred basis. The cost to a Limited Partner of his or her undivided interest in a share will generally be his or her *pro rata* share of the cost to the Partnership of that share. Since the adjusted cost base of Flow-Through Shares to the Partnership generally will be nil, a Limited Partner will generally acquire his or her undivided interest in Flow-Through Shares at an adjusted cost base of nil. Consequently, a subsequent disposition of Flow-Through Shares by such a Limited Partner will result in the Limited Partner realizing substantially the whole of the proceeds of disposition as a capital gain.

Transfer of Partnership's Assets to DMP Ltd. and Dissolution of the Partnership

Prior to July 1, 2014, the General Partner may, subject to the terms of the Transfer Agreement, transfer the assets of the Partnership to DMP Ltd. The General Partner will file the appropriate election for the purposes of the Tax Act on behalf of all Limited Partners so that the assets of the Partnership transferred to DMP Ltd. will be deemed to have been disposed of for an amount equal to the adjusted cost base of such assets or such higher amount as is equal to the liabilities of the Partnership assumed by DMP Ltd. Any excess of such adjusted cost base over the value of the liabilities assumed will be added to the Partnership's cost of the DMP Resource Class Shares that the Partnership acquires on the transfer. No amount will be included in the income of the Partnership as a result of the transfer except to the extent that the Partnership's liabilities so assumed exceed the adjusted cost base of the assets so transferred, in which case such differences will give rise to a capital gain. On dissolution of the Partnership within 60 days after such transfer, pursuant to the appropriate provisions of the Tax Act, each Limited Partner will be deemed to have acquired the DMP Resource Class Shares distributed to such Limited Partner at a cost equal to the adjusted cost base less the amount of any money distributed to such Limited Partner and to have disposed of such Limited Partner's Units for proceeds of disposition equal to the same cost and the amount of money so distributed.

Tax Status of DMP Ltd.

For the purposes of this summary, it is assumed that DMP Ltd. will qualify as a "mutual fund corporation" for the purposes of the Tax Act at all material times and that DMP Ltd. will not be an "investment corporation" as defined in the Tax Act.

All income of DMP Ltd., including taxable capital gains (net of allowable capital losses) realized by DMP Ltd. (which will include capital gains realized in respect of Flow-Through Shares received from any

particular limited partnership) will be subject to tax at the corporate rates applicable to mutual fund corporations. A mutual fund corporation is not eligible for a general rate reduction. Taxes payable by DMP Ltd. on capital gains for taxation years throughout which it is a "mutual fund corporation" will be refundable on a formula basis when DMP Ltd. shares are redeemed or when DMP Ltd. pays "capital gains dividends". With respect to taxable dividends received by DMP Ltd. from taxable Canadian corporations in taxation years throughout which DMP Ltd. is a "mutual fund corporation", DMP Ltd. will generally be subject to tax under Part IV of the Tax Act, at the rate of 33⅓% on taxable dividends, of which one dollar will be refundable for each three dollars of taxable dividends paid by DMP Ltd. Other types of income, such as interest, foreign investment income or income from derivatives will be subject to tax in DMP Ltd., which tax will reduce the amount of income available to be paid out to shareholders of DMP Ltd. as dividends or the value of shares realized on a redemption.

Taxation of Shareholders of DMP Ltd.

An ordinary dividend paid by DMP Ltd., whether received in cash or reinvested in additional DMP Resource Class Shares, will be included in computing the taxable income of an individual shareholder for the purposes of the Tax Act as a dividend from a taxable Canadian corporation, subject to the normal gross-up and dividend tax credit provisions of the Tax Act including an enhanced dividend tax credit in respect of "eligible dividends" received from taxable Canadian corporations. Ordinary dividends received from DMP Ltd. by a corporate shareholder will be included in computing its income, but the corporation will be entitled to deduct an equivalent amount unless it is a "specified financial institution" as defined in the Tax Act that acquired DMP Resource Class Shares in the ordinary course of its business. However, where a shareholder is a private corporation as defined for the purposes of the Tax Act, or other corporation controlled by or for the benefit of an individual or related group of individuals, such shareholder may be liable for refundable tax under Part IV of the Tax Act on dividends for which it is entitled to a dividend deduction in accordance with the Tax Act.

DMP Ltd. may also elect to pay capital gains dividends in accordance with the Tax Act to its shareholders representing capital gains realized in a year throughout which it is a "mutual fund corporation". If DMP Ltd. so elects, capital gains dividends will be treated as realized capital gains in the hands of shareholders, one-half of which will be included in computing income in the year such dividends are paid, subject to the general rules relating to the taxation of capital gains.

If the assets of any Previous CDR Partnership are held in DMP Ltd., the value of the DMP Resource Class Shares acquired by a shareholder will reflect any accrued but unrealized gains in respect of such other assets and any income that has been earned by DMP Ltd. that has not been paid out as dividends at the time the DMP Resource Class Shares are acquired. Such gains, when realized and made payable to a shareholder as a capital gains dividend and such income made payable to a shareholder as an ordinary dividend will be included in the shareholder's income as described above.

An actual or deemed disposition by a holder of DMP Resource Class Shares that are capital property, including a redemption of such DMP Resource Class Shares at a time when DMP Ltd. is a "mutual fund corporation", will result in a capital gain (or capital loss) to the extent that the proceeds of disposition, net of disposition costs, exceed (or are less than) the adjusted cost base of those DMP Resource Class Shares immediately before the disposition. Where the holder of the DMP Resource Class Shares is a corporation, the amount of any such capital loss may be reduced by the amount of dividends on the disposed-of shares received or deemed to be received by the holder, to the extent and in the circumstances set out in the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns DMP Resource Class Shares. One-half of such a capital gain must be included in computing the income of a shareholder for the year in which the disposition occurs, subject to the general rules relating to the taxation of capital gains, and one-half of a capital loss may be deducted by a shareholder from taxable capital gains realized in the year, for the three previous years or any subsequent year.

DMP Resource Class Shares received by Limited Partners upon the dissolution of the Partnership as described above under the sub-heading "Transfer of Partnership's Assets to DMP Ltd. and Dissolution of the Partnership" will generally have a nominal adjusted cost base. If additional DMP Resource Class Shares have

been acquired the adjusted cost base of the DMP Resource Class Shares disposed of will be determined by using the average cost of all DMP Resource Class Shares held immediately before the disposition.

A shareholder who is a "Canadian-controlled private corporation" throughout the year for the purposes of the Tax Act may be liable to pay an additional refundable tax of 6⅔% on its "aggregate investment income" for the year, which is defined to include an amount in respect of taxable capital gains.

Alternative Minimum Tax

The Tax Act requires that individuals (including certain trusts) compute an alternative minimum tax determined by reference to the amount by which the taxpayer's "adjusted taxable income" for the year exceeds his or her basic exemption which, in the case of an individual (other than certain trusts), is $40,000. In computing his or her adjusted taxable income, a taxpayer must include, among other things, all taxable dividends (without application of the gross-up), and 80% of net capital gains. Various deductions and credits will be denied including amounts in respect of CEE and any losses of the Partnership. A federal tax rate is applied at a rate of 15% to the amount subject to the minimum tax, from which the individual's "basic minimum tax credit for the year" is deducted. Included in the basic minimum tax credit are certain specified personal and other credits available to an individual under the Tax Act as deductions from tax payable for the year. Generally, if the minimum tax so calculated exceeds the tax otherwise payable under the Tax Act, the minimum tax will be payable.

Whether and to what extent the tax liability of a particular Limited Partner will be increased as a result of the application of the alternative minimum tax rules will depend on the amount of his or her income, the sources from which it is derived, and the nature and amounts of any deductions he or she claims.

Any additional tax payable by an individual for the year resulting from the application of the alternative minimum tax will be deductible in any of the seven immediately following taxation years in computing the amount that would, but for the alternative minimum tax, be his or her tax otherwise payable for any such year.

Prospective investors are urged to consult their tax advisors to determine the impact of the alternative minimum tax.

Tax Shelter

The federal tax shelter identification number in respect of the Partnership is TS079376. The Québec tax shelter identification number is QAF-12-01454. The identification numbers issued for this tax shelter shall be included in any income tax return filed by the investor. Issuance of the identification numbers is for administrative purposes only and does not in any way confirm the entitlement of an investor to claim any tax benefits associated with the tax shelter. Les numéros d'identifications attribués à cet abri fiscal doivent figurer dans toute déclaration d'impôt sur le revenu produite par l'investisseur. L'attribution de ces numéros n'est qu'une formalité administrative et ne confirment aucunement le droit de l'investisseur aux avantages fiscaux découlant de cet abri fiscal.

The General Partner will file all necessary tax shelter information returns and, where applicable, provide each Limited Partner with copies thereof.

Taxation of Registered Plans

As discussed under the heading "Status of the Partnership", Units are not qualified investments under the Tax Act for Registered Plans. Investors who purchase Units through a Registered Plan will be subject to material adverse tax consequences as a result.

Provided DMP Ltd. continues to be a "mutual fund corporation" for the purposes of the Tax Act, the DMP Resource Class Shares constitute "qualified investments" for such Registered Plans. Subscribers should consult with their own tax advisors as to whether the DMP Resource Class Shares would be prohibited investments for tax-free savings accounts, registered retirement savings plans or registered retirement income funds in their own particular circumstances.

Tax Implications of the Partnership's Distribution Policy

It is not anticipated that the Partnership will make any material distributions to Limited Partners, although the Partnership is not precluded from doing so at any time prior to its dissolution. The possibility exists that a Limited Partner will receive allocations of income without receiving any cash distribution from the Partnership in the year to satisfy the Limited Partner's tax liability for the year arising from its status as a Limited Partner.

Certain Québec Tax Considerations

In the opinion of Stikeman Elliott LLP, counsel to the Partnership and the General Partner and Blake, Cassels & Graydon LLP, counsel to the Agents, and subject to the qualifications and assumptions contained under the heading "Income Tax Considerations", the following is a summary of certain tax considerations specific to the Province of Québec based on the current provisions of the QTA, the QTA Regulations and counsel's understanding of the current published administrative practices of the Agence du Revenu du Québec. This summary also takes into account proposals for specific amendments to the QTA and QTA Regulations publicly announced by the Minister of Finance (Québec) prior to the date hereof (collectively, the "Proposed Legislation"). This summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations. There can be no assurance that the Proposed Legislation will be enacted in the form proposed, if at all.

Certain of the deductions described below may be available to Limited Partners resident or subject to tax in the Province of Québec if a Resource Company makes them available to the Partnership. However, no assurance can be given that a Resource Company will make any of such additional deductions available to the Partnership.

The Province of Québec allows for a special tax deduction of up to 150% of certain eligible exploration expenses incurred by a qualifying entity for exploration carried out in the Province of Québec. In addition to a base deduction of 100% for CEE, an individual resident in the Province of Québec may be entitled to an additional deduction of 25% in respect of certain exploration expenses incurred in the Province of Québec by a qualified corporation. Such a resident may also be entitled to a supplementary deduction of 25% in respect of certain surface mining exploration expenses or oil and gas exploration expenses incurred in the Province of Québec by a qualified corporation. Accordingly, an individual resident in the Province of Québec who is a Limited Partner at the end of the applicable fiscal year of the Partnership may be entitled to deduct up to 150% of certain eligible exploration expenses incurred in the Province of Québec by a qualified corporation and renounced by it in favor of the Partnership. A corporation has the option for Québec tax purposes to utilize the above mentioned flow-through share system or claim a Québec tax credit for its exploration expenses.

Furthermore, provided that certain conditions are fulfilled, the QTA provides for a mechanism to exempt part of the taxable capital gain realized by or attributable to an individual upon the sale of Flow-Through Shares. This exemption is based on a historical expenditures account comprising one-half of the CEE incurred in the Province of Québec that gives rise to the additional 25% deduction for Québec tax purposes. Upon the sale of the Flow-Through Shares, the individual may claim a deduction in computing his or her income in respect of a portion of the taxable capital gain realized (which is attributable to the excess of the price paid to acquire the Flow-Through Shares over their deemed cost of nil). In general, the amount of the deduction may not exceed the lesser of (i) such portion of the taxable capital gain realized and (ii) the account balance, subject to certain other limits provided under the QTA. Any amount thus used from the account will reduce the account balance, while any new deduction of CEE incurred in the Province of Québec that gives rise to the additional 25% deduction for Québec tax purposes will increase it. The portion of the taxable capital gain represented by the increase in value of the Flow-Through Shares over the price paid to acquire the Flow-Through Shares will continue to be taxable and the amount accrued in the account may not reduce this gain. An individual resident in the Province of Québec who is a Limited Partner may be entitled to benefit from the exemption up to an amount that may reasonably be considered to be such individual's share of the above-mentioned portion of the taxable capital gain.

In computing income for Québec tax purposes, a Limited Partner that is a corporation subject to tax in the Province of Québec may be entitled to deduct, in addition to the base deduction of 100% for CEE, an additional deduction of 25% in respect of certain CEE incurred in the "northern exploration zone" in the Province of

Québec by a qualified corporation. Accordingly, provided applicable conditions under the QTA are satisfied, a Limited Partner that is a corporation subject to tax in the Province of Quebec may be entitled to deduct up to 125% of certain exploration expenses incurred in the Province of Québec and renounced to the Partnership by a Resource Company that is a qualified corporation for purposes of the QTA.

The QTA provides that where an individual taxpayer (including a personal trust) incurs in a given taxation year "investment expenses" in excess of "investment income" earned for that year, such excess shall be included in such taxpayer's income, resulting in an offset of the deduction for such excess investment expenses. For these purposes, investment income includes taxable capital gains not eligible for the lifetime capital gain exemption. Also for these purposes, investment expenses include certain deductible interest and losses of the Partnership attributable to an individual (including a personal trust) that is resident or subject to tax in Québec and 50% of CEE renounced to the Partnership and allocated to and deducted for Québec tax purposes by such Limited Partner, other than CEE incurred in Québec. Accordingly, up to 50% of CEE renounced to the Partnership and allocated to and deducted for Québec tax purposes by such Limited Partnership, other than CEE incurred in Québec, may be included in the Limited Partner's income for Québec tax purposes if such Limited Partner has insufficient investment income, thereby offsetting such deduction. The portion of the investment expenses (if any) which have been included in the taxpayer's income in a given taxation year may be deducted against investment income earned in any of the three previous taxation years and any subsequent taxation year to the extent investment income exceeds investment expenses for such year.

An individual taxpayer's CEE for Québec tax purposes does not need to be reduced by the amount of an ITC claimed for a preceding year.

An alternative minimum tax also exists under the QTA under which a basic exemption of $40,000 is available and the net capital gain inclusion rate is 75%. The Québec alternative minimum tax rate is 16%. Prospective Subscribers are urged to consult their tax advisors to determine the impact of the alternative minimum tax.

A Limited Partner who is a resident, or subject to tax, in Québec should specifically consult a tax professional with respect to the Québec provincial tax implications of investing in of Units.

ORGANIZATION AND MANAGEMENT DETAILS OF THE PARTNERSHIP

General Partner

The General Partner was incorporated under the *Business Corporations Act* (Ontario) on November 24, 2011. The principal place of business of the General Partner is at 1 Adelaide Street East, 20th Floor, Toronto, Ontario M5C 2V9. The General Partner is a wholly-owned subsidiary of Dundee Securities Ltd., which is the Manager and one of the Agents. The Manager is a wholly-owned subsidiary of Dundee Capital Markets Inc. On February 1, 2012, Dundee Corporation acquired ownership and control of all of the issued and outstanding common shares of Dundee Capital Markets Inc. that it did not already own. The General Partner has nominal assets.

The General Partner has responsibility for the management of the on-going business, investment and administrative affairs of the Partnership in accordance with the terms and conditions of the Partnership Agreement, but has delegated the direction of all day-to-day business, operations and affairs to the Manager pursuant to the Management Agreement.

The General Partner will be entitled to 0.01% of the net income and net loss of the Partnership. Expenses incurred by the General Partner in the performance of its duties on behalf of the Partnership, including professional fees, will be reimbursed by the Partnership. See "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Management".

Directors and Officers of the General Partner

The names, municipalities of residence, offices or positions held with the General Partner and principal occupations during the past five years of the directors and officers of the General Partner are set out below. The

directors, who have been directors since the General Partner's inception, hold office until they resign or until their successors are elected or appointed.

Name and Municipality of Residence	Office or Position	Principal Occupation
MURRAY JOHN . . . . . Toronto, Ontario	President, Chief Executive Officer and Director	President and Chief Executive Officer of Dundee Resources Limited (a resource investment company and a wholly-owned subsidiary of Dundee Corporation); Managing Director, Vice President, Senior Portfolio Manager and a director of NGIC, the Portfolio Advisor; President and Chief Executive Officer of Corona Gold Corporation, a junior gold exploration company; Chairman of Ryan Gold Corp.; President, Chief Executive Officer and a director of the General Partner and certain companies in the CMP Group and the Canada Dominion Resources Group
ROBERT SELLARS . . . . Oakville, Ontario	Chief Financial Officer and Director	Executive Vice President and Chief Financial Officer of Dundee Capital Markets Inc.; Executive Vice President, Chief Operating Officer and Chief Financial Officer of the Manager; and Chief Financial Officer and a director of the General Partner
JOANNE FERSTMAN . . . Toronto, Ontario	Chair	President and Chief Executive Officer and a director of Dundee Capital Markets Inc.; director of Groupe Aeroplan Inc. and Breakwater Resources Ltd., and trustee of Dundee Real Estate Investment Trust; and Chair of the General Partner

Murray John is the President and Chief Executive Officer of Dundee Resources Limited, Managing Director, Vice President, Senior Portfolio Manager and a director of NGIC, the Portfolio Advisor, President, Chief Executive Officer and a director of Corona Gold Corporation, a junior gold exploration company, Chairman of Ryan Gold Corp., President, Chief Executive Officer and a director of the General Partner and certain companies in the CMP Group and the Canada Dominion Resources Group and a director of Dundee Precious Metals Inc., a gold mining company, African Minerals Limited, an exploration and mine development company, Corona Gold Corp., Ryan Gold Corp. and Sprott Resource Lending Corp., a company that specializes in bridge and mezzanine lending to precious and base metal mining, exploration and development companies and oil and gas companies on a global basis. Prior to joining the Dundee group of companies, Mr. John graduated from the Camborne School of Mines in 1980, received a Master's in Business Administration from the University of Toronto in 1992 and had extensive experience working as a mining engineer. Mr. John began his investment career with the Manager as a mining analyst in 1993 and subsequently worked as a portfolio manager specializing in precious metals equities from 1995 to 1998. He joined Dundee Securities Corporation as a research analyst in 1998 and moved to the mining investment banking team in early 2001.

Robert Sellars is the Executive Vice President and Chief Financial Officer of Dundee Capital Markets Inc., Executive Vice President, Chief Operating Officer and Chief Financial Officer of Dundee Securities Ltd. and Chief Financial Officer and a director of the General Partner. Mr. Sellars was the Chief Financial Officer of Dundee Securities Corporation, Dundee Private Investors Inc. and Dundee Insurance Agency Ltd. from December 2002 until January 2011 and he was the Senior Vice President and Chief Financial Officer of DundeeWealth Inc. from May 2001 until March 2002. Mr. Sellars is a director of the Mutual Fund Dealers Association and a director of the Investor Protection Corporation.

Joanne Ferstman is the President and Chief Executive Officer and a director of Dundee Capital Markets Inc. and Chair of the General Partner. Ms. Ferstman was Vice Chair and Head of Capital Markets of DundeeWealth Inc. from February 2009 until January 2011, Executive Vice President of DundeeWealth Inc. from August 2003 until February 2009 and Chief Financial Officer of DundeeWealth Inc. from March 2002 until June 2009. She also served as the Chief Financial Officer, Executive Vice President and Secretary of Dundee Corporation from May 2001, August 2003 and May 2004, respectively, until June 2009. Ms. Ferstman is a director of Groupe Aeroplan Inc., Breakwater Resources Ltd. and a trustee of Dundee Real Estate Investment Trust.

Although none of the foregoing directors and officers will devote their full time to the business and affairs of the General Partner, each will devote as much time as is necessary for the management of the business and affairs of the Partnership and the General Partner. The General Partner may, if appropriate, pay remuneration to the directors and officers of the General Partner.

Summary of the Partnership Agreement

The following is a summary of the Partnership Agreement, which is incorporated herein by reference. This summary is not intended to be complete and each Subscriber should carefully review the Partnership Agreement. The Partnership Agreement is available (i) at the offices of the General Partner at 1 Adelaide Street East, 20th floor, Toronto, Ontario M5C 2V9; and (ii) on SEDAR. Reference should be made to the Partnership Agreement for the complete details of these and the other provisions therein.

The rights and obligations of the Limited Partners and the General Partner are governed by the Partnership Agreement, the laws of the Province of Ontario and applicable legislation in the jurisdictions in which the Partnership carries on business.

Each Subscriber shall submit an offer to purchase Units to the Agents, in form and content satisfactory to the Agents. A Subscriber whose offer to purchase has been accepted by the Manager will become a Limited Partner upon the amendment of the record of limited partners maintained by the General Partner. At or as soon as possible after the Initial Closing, the interest of the Initial Limited Partner will be redeemed by the Partnership in the amount of its capital contribution of $25.

Business

The business of the Partnership is to enter into Share Purchase Agreements with Resource Companies in order to acquire Flow-Through Shares and other securities, if any, of Resource Companies under which agreements such companies will agree to issue Flow-Through Shares and other securities, if any, to the Partnership, incur CEE in carrying out exploration in Canada and renounce the CEE to the Partnership. Excess cash of the Partnership will be invested in High-Quality Money Market Instruments. The Partnership Agreement provides that neither the General Partner nor any of its affiliates is required to offer or make available any investment opportunity to the Partnership, subject to its duties to the Partnership, as described under "Organization and Management Details of the Partnership — Conflicts of Interest".

Units

To become a Limited Partner, a Subscriber must purchase at least two hundred (200) Units. Every Subscriber whose subscription is accepted by the Manager will at the applicable Closing become a party to the Partnership Agreement. The Manager reserves the right to reject subscriptions at its discretion including subscriptions by a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada) or by a "non-resident" of Canada, an entity an interest in which is a "tax shelter investment", a "financial institution" within the meaning of the Tax Act, a partnership other than a "Canadian partnership" within the meaning of the Tax Act or a Subscriber that has financed the acquisition of Units through borrowing or other indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act. The Partnership also has the right to require Limited Partners to sell their Units or to redeem Units in certain circumstances. See "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Redemption or Sale of Units of Non-Qualified Holders". No fractional Units will be issued.

The interests of the Limited Partners will be divided into and represented by an unlimited number of Units. Each Unit entitles the holder thereof to the same rights and subjects such holder to the same obligations as the holder of any other Unit and no Limited Partner is entitled to any preference, priority or right in any circumstance over any other Limited Partner except as otherwise provided herein. See "Organization and Management Details of the Partnership — Summary of Partnership Agreement — Limited-Recourse Financings". The Partnership does not intend to issue Units other than as qualified by this prospectus. The Units constitute securities for purposes of the *Securities Transfer Act* (Ontario) and similar legislation in other jurisdictions.

The acceptance of an offer to purchase, whether by allotment in whole or in part, shall constitute a subscription agreement to purchase between the Subscriber and the Partnership upon the terms and subject to the conditions set out in this prospectus and in the Partnership Agreement, whereby the Subscriber, among other things, agrees to the representations, warranties and covenants set out above under the heading "Purchases of Securities".

Management

The Partnership Agreement grants the General Partner responsibility for controlling the business of the Partnership and to hold title to the property of the Partnership. The General Partner is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Limited Partners and to exercise the care, diligence and skill of a prudent and qualified person. The authority and power vested in the General Partner to manage the business and affairs of the Partnership is broad and includes all authority necessary or incidental to carry out the objects, purposes and business of the Partnership. The General Partner may, in the ordinary course of business, contract for goods or services for the Partnership with affiliates of the General Partner, provided that the cost of such goods or services is reasonable and competitive with the cost of similar goods or services provided by an independent third party. The General Partner is authorized to retain the Manager on behalf of the Partnership to provide investment, management, administrative and other services to the Partnership, and the General Partner has delegated all such responsibility to the Manager pursuant to the Management Agreement. See "Organization and Management Details of the Partnership — Manager of the Partnership — Details of the Management Agreement".

The General Partner has an undivided 0.01% interest in the net income and net loss of the Partnership, an undivided 0.01% interest in the assets of the Partnership upon dissolution, and is entitled to be reimbursed by the Partnership for operating and administrative expenses incurred on behalf of the Partnership.

A Limited Partner will not be permitted to take an active part in, or take part in the control of, the business of the Partnership.

The General Partner is required to act in the best interests of all Limited Partners. The Partnership Agreement provides that the General Partner will not be liable to the Limited Partners arising out of any act, omission or error in judgment, other than an act, omission or error of judgment which (a) results from the General Partner's failure to act honestly, in good faith and in the best interests of the Limited Partners; or (b) results in a loss of limited liability or otherwise exposes the Limited Partners to unlimited liability, provided

that such loss of limited liability was caused by an act or omission of the General Partner or by the negligence or misconduct in the performance of, or disregard or breach of, the obligations or duties of the General Partner under the Partnership Agreement. Such indemnity will apply with respect to losses in excess of the agreed capital contribution of the Limited Partner.

Term

See "Termination of the Partnership — Term".

Capital Contributions

Each Limited Partner will be required to contribute to the capital of the Partnership $25 for each Unit purchased. There is no restriction on the maximum number of Units that may be held by one Limited Partner; however, the minimum subscription is two hundred (200) Units per Subscriber. The Manager may, in its discretion, refuse to accept a subscription for a Unit, including a subscription made by a person it believes to be a "non-Canadian" as defined in the *Investment Canada Act* (Canada) or a "non-resident" within the meaning of the Tax Act, an entity an interest in which is a "tax shelter investment" within the meaning of the Tax Act, a "financial institution" within the meaning of the Tax Act, a partnership other than a "Canadian Partnership" within the meaning of the Tax Act or a Subscriber that has financed the acquisition of Units through borrowing or other indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act. A Subscriber will become a Limited Partner at the applicable Closing by acceptance of the subscription by the General Partner and entry of the Subscriber's name on the Record.

Limited Partners

A person who subscribes for or purchases Units does not become a Limited Partner and is not entitled to any of the rights of a Limited Partner or to share in any allocations or to share in distributions until the name of that person is entered on the Record. The General Partner has agreed to cause the Record to be amended from time to time as required to reflect the admission of additional and substituted Limited Partners to the Partnership.

Allocation of Income and Loss

The Partnership will allocate *pro rata* among the Limited Partners of record in accordance with the number of Units held on December 31 of each fiscal year, 100% of any CEE renounced or allocated to the Partnership in such fiscal year and 99.99% of the net income and net loss of the Partnership. Net income and net loss of the Partnership will be allocated 0.01% to the General Partner and 99.99% *pro rata* among the Limited Partners in accordance with the number of Units held. Cumulative losses per Unit will not be allocated to Limited Partners in excess of the "at-risk amount" per Unit, as determined in accordance with the Tax Act, less the proportionate share of CEE in respect of that Unit. To the extent that this limitation prevents losses from being allocated to the Limited Partners, they will be allocated to the General Partner.

Allocation of CEE

The Partnership will allocate all CEE renounced to it by Resource Companies with an effective date in 2012 *pro rata* to the Limited Partners of record on December 31, 2012.

Limited-Recourse Financings

Under the Tax Act, if a Limited Partner finances the acquisition of Units with a financing for which recourse is or is deemed to be limited for purposes of the Tax Act, the CEE or other expenses incurred by the Partnership may be reduced by the amount of such financing. The Partnership Agreement provides that, where CEE of the Partnership or other expenses incurred by the Partnership are so reduced, the amount of CEE or other deductions that would otherwise be allocated to the Limited Partner who incurs the limited-recourse financing is to be reduced by the amount of the reduction. Where the reduction of other expenses reduces the loss of the Partnership, the Partnership Agreement provides that such reduction will first reduce the amount of the loss that would otherwise be allocated to the Limited Partner who incurs the limited-recourse financing. See "Income Tax

Considerations — Taxation of Securityholders — Limitations on Deductibility of Expenses or Losses of the Partnership" and Sections 3.13 and 10.4 of the Partnership Agreement.

The Partnership may borrow to pay specific expenses of the Partnership, including the Agents' fee and expenses of this Offering, pursuant to the Loan Facility. See "Income Tax Considerations — Taxation of Securityholders — Computation of Income of Limited Partners" and "Fees and Expenses — Loan Facility".

Limited Liability of Limited Partners

The General Partner has unlimited liability for the debts, liabilities and obligations of the Partnership to the extent that they exceed the assets of the Partnership. The General Partner has nominal assets. Subject to the laws of the jurisdictions in which the Partnership may carry on business, the liability of each Limited Partner for the debts, liabilities and obligations of the Partnership is limited to the amount of the Subscription Price applicable to the Units held by each Limited Partner, the Limited Partner's *pro rata* share of any undistributed income and any portion of the Subscription Price returned by the Partnership with interest.

Limitation of the liability of a Limited Partner will be lost by a Limited Partner who takes an active part in the business of the Partnership or who takes part in the control of the business of the Partnership or in circumstances where a false statement has been made in the Partnership declaration and a person, in reliance upon that statement, has suffered injury or loss by reason of the false statement or who becomes aware that the Record contains a false or misleading statement and fails within a reasonable period of time to take steps to cause the Record to be corrected. Limited Partners may also lose the protection of limited liability if the Partnership carries on business in a province or territory of Canada which does not recognize the limitation of liability conferred under the *Limited Partnerships Act* (Ontario). The principles of law in the various jurisdictions of Canada recognizing the limited liability of limited partners of limited partnerships subsisting under the laws of one province or territory but carrying on business in another province or territory have not been authoritatively established. To the extent permitted, the Partnership will be registered in each jurisdiction in which it anticipates it will carry on business. In addition, no assurance can be given that the laws of the jurisdictions in which the Partnership invests will recognize the limitation of liability conferred by the *Limited Partnerships Act* (Ontario). In order to protect the Partnership's assets and to preserve the limited liability of the Limited Partners with respect to activities of the Partnership carried on in certain provinces and territories where limited liability may not be recognized, the General Partner will indemnify the Limited Partners from any loss, liability or expense suffered or incurred by a Limited Partner by reason that liability of the Limited Partner is not limited. However, the General Partner has nominal assets and it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to such indemnity. See "Risk Factors".

Accounting and Reporting to the Limited Partners

See "Securityholder Matters — Reporting to Securityholders".

Meetings

See "Securityholder Matters — Meetings of Securityholders".

Powers of Attorney

The Partnership Agreement includes a power of attorney coupled with an interest, the effect of which is to constitute it an irrevocable power of attorney. The power of attorney authorizes the General Partner on behalf of the Limited Partners, among other things, to execute the Partnership Agreement, any amendments to the Partnership Agreement, and all instruments necessary to reflect the dissolution of the Partnership and partition of assets distributed to Partners on dissolution, as well as any elections, determinations or designations under the Tax Act or taxation legislation of any province or territory with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership, including elections under subsections 85(2) and 98(3) of the Tax Act and the corresponding provisions of applicable provincial legislation in respect of the dissolution of the Partnership. By subscribing for and purchasing Units, each Subscriber acknowledges and agrees that it has given such power of attorney and will ratify any and all actions taken by the General Partner pursuant to such power of attorney. The power of attorney survives any dissolution of the Partnership.

Amendment

See "Securityholder Matters — Amendment to the Partnership Agreement".

Transfer of Units

Units may be assigned by each of the holder and the assignee executing and delivering to the registrar and transfer agent of the Partnership an assignment and power of attorney, substantially in the form annexed to the Partnership Agreement as Schedule A. The assignee will not become a Limited Partner until the assignee's name is entered on the Record. The assignor of a Unit remains liable to repay any portion of the Subscription Price returned by the Partnership, with interest.

There is no restriction on the transfer of Units except that it is subject to approval by the General Partner and the General Partner will refuse to record an assignment to an assignee whom the General Partner believes to be a "non-Canadian", as that expression is defined in the *Investment Canada Act* (Canada), a "non-resident" for the purposes of the Tax Act, a partnership that is not a "Canadian partnership" for the purposes of the Tax Act, an entity an interest in which is a "tax shelter investment" for the purposes of the Tax Act, or an assignment to an assignee that is a "financial institution" for the purposes of the Tax Act if the General Partner becomes aware that the beneficial owners of 45% or more of the Units then outstanding are, or may be, "financial institutions" for the purposes of the Tax Act, or following such assignment, the Partnership would be a "financial institution" or an assignee that has financed the acquisition of Units through borrowing or other indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act. As most of the tax advantages that would ordinarily flow through to Limited Partners are expected to be realized for the 2012 taxation year and, to realize such tax advantages the person must be a Limited Partner as of December 31, 2012, an assignee of Units after December 31, 2012is not expected to realize such tax advantages.

Redemption or Sale of Units of Non-Qualified Holders

The General Partner may require those Limited Partners who are non-residents of Canada for the purposes of the Tax Act or who are otherwise in contravention of Section 3.2 of the Partnership Agreement (relating to the status of Limited Partners) to sell their Units to qualifying purchasers within a specified period of not less than 5 days. In addition, if the General Partner becomes aware that owners of 45% or more of the Units then outstanding are, or may be, financial institutions or that such a situation is imminent, the General Partner may require these Limited Partners to sell their Units or a portion thereof within a specified period of not less than 15 days. If a Limited Partner fails to comply with any such request, the General Partner shall have the right in either case to sell such Limited Partner's Units at their most recent Net Asset Value less a 5% discount or the Partnership may redeem such Limited Partner's Units at their most recent Net Asset Value less a 5% discount.

Resignation and Removal of the General Partner

The General Partner is entitled to resign as the general partner of the Partnership at any time after receiving approval of the Limited Partners by ordinary resolution and will be deemed to have resigned upon bankruptcy or dissolution and in certain other circumstances. The resignation of the General Partner will become effective upon the earlier of the appointment of a new general partner by the Limited Partners by ordinary resolution and the expiration of 180 days following the deemed resignation or written notice to the Limited Partners of the voluntary resignation of the General Partner. The General Partner is not entitled to resign if the effect of its resignation would be to dissolve the Partnership.

The General Partner may be removed at any time if the General Partner commits fraud or misconduct in the performance of, or disregards or breaches, the material obligations of the General Partner under the Partnership Agreement, the removal has been approved by an Extraordinary Resolution and a successor General Partner has been admitted to the Partnership. For greater certainty, no investment or divestiture decision made in good faith by the General Partner shall constitute or be deemed to constitute cause for removal of the General Partner. On the resignation or removal of the General Partner and the admission of a new general partner to the Partnership, the resigning or retiring general partner will transfer title of any property of the Partnership in its name to the new general partner.

Other Activities of the General Partner

There is no limitation on the activities that the General Partner may carry on in addition to its activities as general partner of the Partnership. The General Partner may become a general partner of other limited partnerships or a promoter of other ventures carrying on similar activities as, or which are in the same business as, the Partnership. The General Partner, however, is required to act in the best interests of the Partnership at all times.

Manager of the Partnership

The Manager also manages the flow-through limited partnerships of the Canada Dominion Resources Group and the CMP Group, and is a full service investment dealer that provides financing and advisory service for public and private companies as well as investment fund management and private client financial advisory to clients in Canada and research and institutional trading services to clients in Canada, the United States and Europe. The Manager and its affiliates currently have in excess of twelve geologists, mining engineers and financial analysts covering the energy and mining sectors. The Manager is a wholly-owned subsidiary of Dundee Capital Markets Inc. On February 1, 2012, Dundee Corporation acquired ownership and control of all of the issued and outstanding common shares of Dundee Capital Markets Inc. that it did not already own. As of December 31, 2011, the Manager had approximately $1.22 billion in assets under management. The head office and principal place of business of the Manager is at 1 Adelaide Street East, 20th Floor, Toronto, Ontario M5C 2V9.

Duties and Services to be Provided by the Manager

Pursuant to the Management Agreement, the Manager will manage the operations and affairs of the Partnership, make all decisions regarding the business of the Partnership and bind the Partnership. The Manager may delegate certain of its powers to third parties where, in the discretion of the Manager, it would be in the best interests of the Partnership to do so, provided that such delegation shall not relieve the Manager of any of its obligations under the Management Agreement.

The Manager's duties will include maintaining accounting records for the Partnership; authorizing the payment of operating expenses incurred on behalf of the Partnership; preparing financial statements, income tax returns and financial and accounting information as required by the Partnership; providing and maintaining complete computer hardware and software facilities; ensuring that Limited Partners are provided with financial statements and other reports as are required from time to time by applicable law; ensuring that the Partnership complies with regulatory requirements, including its continuous disclosure requirements under applicable securities laws; preparing the Partnership's reports to Limited Partners and to the Canadian securities regulators; providing the Custodian with information and reports necessary for the Custodian to fulfil its fiduciary responsibilities; co-ordinating and organizing marketing strategies; providing complete office amenities and services for the business of the General Partner; dealing and communicating with Limited Partners; and negotiating contracts with third party providers of services, including, but not limited to, custodians, transfer agents, auditors and printers.

Details of the Management Agreement

Pursuant to the Management Agreement, in consideration of the services noted above under "Duties and Services to be provided by the Manager", the Manager will be entitled to an annual management fee equal to 2% of the Net Asset Value. The management fee is calculated and payable monthly in arrears in cash based on the Net Asset Value at the end of the preceding month (and pro-rated in respect of any partial month, if applicable). The Manager may also provide the Partnership with office facilities, equipment and staff as required and shall be responsible for the costs thereof. However, the Manager will be entitled to reimbursement for certain expenses incurred on behalf of the General Partner or the Partnership. In addition, the Manager will be entitled to the Performance Bonus, payable on a per Unit basis, in an amount equal to 20% of the amount by which the Net Asset Value per Unit on the Performance Bonus Date (prior to giving effect to the Performance Bonus) plus any distributions per Unit paid during the period commencing on the date of the Initial Closing and

ending on the Performance Bonus Date exceeds $28. The Performance Bonus will be accrued on each Valuation Date and paid as soon as practicable after the Performance Bonus Date.

The Manager has no obligation to the Partnership other than to render services under the Management Agreement honestly and in good faith and in the best interests of the Partnership and to exercise the degree of care, diligence and skill a reasonably prudent and experienced services and facilities provider and manager of like experience and commercial sophistication would provide in the circumstances.

The Management Agreement provides that the Manager will not be liable in any way to the Partnership if it has satisfied the duties and the standard of care, diligence and skill set forth above. The General Partner has agreed to indemnify the Manager for all claims arising from (a) the negligence, wilful misconduct and bad faith on the part of the General Partner or other breach by the General Partner of the provisions of the Management Agreement; and (b) as a result of the Manager acting in accordance with directions received from the General Partner. The Partnership has agreed to indemnify the Manager for any losses as a result of the performance of the Manager's duties under the Management Agreement other than as a result of the negligence, wilful misconduct and bad faith on the part of the Manager or material breach or default of the Manager's obligations under the Management Agreement. The Manager has agreed to indemnify the General Partner and the Partnership against any claims arising from the Manager's wilful misconduct, bad faith, negligence or disregard of its duties or standard of care, diligence and skill.

The Management Agreement, unless terminated as described below, will continue until the dissolution of the Partnership. The Management Agreement automatically terminates upon either the effective date of the transfer of the assets of the Partnership to DMP Ltd. as contemplated by the Partnership Agreement or upon the effective date of a Liquidity Alternative. The Management Agreement also automatically terminates in the event that there is a material change in a fundamental investment objective, investment strategy or restriction relating to the Partnership not previously consented to by the Manager. Either the Manager or the Partnership may terminate the Management Agreement upon two months' prior written notice. Either party to the Management Agreement may terminate the Management Agreement (a) without payment to either party thereto, in the event that either party to the Management Agreement is in breach or default of the provisions thereof and, if capable of being cured, such breach or default has not been cured within 60 days after the receipt of written notice of such breach or default to the other party thereto; or (b) in the event that one of the parties to the Management Agreement dissolves, winds up, makes a general assignment for the benefit of creditors, or a similar event occurs. In addition, the Partnership may terminate the Management Agreement if any of the licences or registrations necessary for the Manager to perform its duties under the Management Agreement are no longer in full force and effect.

Pursuant to the terms of the Partnership Agreement, in the event that the Management Agreement is terminated as provided above, the General Partner shall appoint a successor manager to carry out the activities of the Manager.

Officers and Directors of the Manager of the Partnership

The names, municipalities of residence, offices and principal occupation or position held with the Manager during the past five years of the directors and certain executive officers of the Manager are set out below:

Name and Municipality of Residence	Positions Held with the Manager	Principal Occupation
DAVID ANDERSON . . . . . Oakville, Ontario	Vice Chairman	Vice Chairman of the Manager
CHRISTOPHER NAPRAWA . . . . . Toronto, Ontario	Executive Vice President & Head of Institutional Sales	Executive Vice President & Head of Institutional Sales of the Manager
GARY BOYD . . . . . Ajax, Ontario	Director of Compliance	Director of Compliance of the Manager

Name and Municipality of Residence	Positions Held with the Manager	Principal Occupation
LOUIS CAVALARIS . . . . . Toronto, Ontario	Director, Chief Compliance Officer, and Vice President, Compliance	Director, Chief Compliance Officer, Vice President, Compliance and Anti-Money Laundering Officer of the Manager; and Anti-Money Laundering Program Compliance Officer and Chief Compliance Officer of Dundee Securities Inc. (a subsidiary of the Manager)
JOHN CUCCHIELLA . . . . . Mississauga, Ontario	Senior Vice President, Branch Manager & Head of Retail	Senior Vice President, Branch Manager & Head of Retail of the Manager
CAROLYN DENNIS . . . . . Toronto, Ontario	Vice President, Senior Analyst	Vice President, Senior Analyst of the Manager
SHIREEN DURFY . . . . . Oakville, Ontario	Vice President, Supervisory Analyst	Vice President, Supervisory Analyst of the Manager
DOUGLAS GLOVER . . . . . Thornhill, Ontario	Director	Senior Vice President, Operations of the Manager
PAULA AMY HEWITT . . . . . Toronto, Ontario	Legal Counsel, Privacy Officer and Secretary	Legal Counsel, Privacy Officer and Secretary of the Manager
KEVIN RATCLIFF . . . . . Westmount, Quebec	Vice President, Branch Manager	Vice President, Branch Manager of the Manager
ROBERT SELLARS . . . . . Oakville, Ontario	Director, Executive Vice President, Chief Operating Officer & Chief Financial Officer	Director, Executive Vice President, Chief Operating Officer & Chief Financial Officer of the Manager; and Executive Vice President and Chief Financial Officer of Dundee Capital Markets Inc.
RON STEWART . . . . . Mississauga, Ontario	Executive Vice President & Head of Research	Executive Vice President & Head of Research of the Manager

During the past five years, all of the directors and officers of the Manager have held their present principal occupations (or similar positions with the current employer or its predecessor in assignment, Dundee Securities Corporation, or one of their respective affiliates) except for: John Cucchiella, who was a Branch Manager from November 2004 to June 2010 and an Investment Advisor from November 1997 to November 2004 at TD Waterhouse before joining Dundee in July 2010, Carolyn Dennis, who was Vice President and Analyst, Special Situations from February 2005 to December 2008 and Associate Analyst at National Bank Financial from August 2003 to February 2005 before joining Dundee in February 2010, Douglas Glover, who was Senior Vice President, Chief Operating Officer and Chief Financial Officer of Hampton Securities Limited from October 2007 to March 2011 and Senior Vice President, Operations and Administration of Dundee Securities Corporation from December 1998 to June 2007, Paula Amy Hewitt, who was an associate in the securities and mining groups at Bay Street law firms from January 2004 to May 2009 before joining DundeeWealth Inc. in June 2009, Kevin Ratcliff, who was Vice President, Compliance and Legal Affairs, at Canaccord Capital Corporation for 6 years before joining Dundee in July 2010 and Ron Stewart who was President & CEO of Belo Sun Mining Corp. (formerly, Verena Minerals Corp.) from September 2007 to August 2008 and Senior Vice President, Exploration of Kinross Gold Corp. from March 2002 to September 2007 before joining Dundee in September 2008.

Portfolio Advisor

Ned Goodman Investment Counsel Limited was incorporated in Ontario on January 24, 2007 and is registered as a portfolio manager and an exempt market dealer in each of the provinces and territories of Canada, an investment fund manager in Ontario and an investment advisor under the Investment Advisers Act of 1940 in the United States. NGIC is a wholly-owned subsidiary of Dundee Corporation. At its offices in Toronto, Ontario, NGIC provides investment advisory and portfolio management services by acting as portfolio advisor for CMP and CDR flow-through funds as well as several other funds. Investment decisions are made by NGIC on behalf of the Partnership by Ned Goodman and Murray John pursuant to the Portfolio Management Agreement. Ned Goodman and Murray John have provided their services to NGIC since its inception.

The name, municipality of residence, office and principal occupation of each of the officers and directors of NGIC are set out below. The directors hold office until they resign or until their successors are elected or appointed.

Name and Municipality of Residence	Position with NGIC	Principal Occupation
NED GOODMAN Toronto, Ontario	President, Chief Executive Officer, Chairman, Chief Investment Strategist and Director	President, Chief Executive Officer and a director of Dundee Corporation; Chairman and a director of Dundee Resources Limited
LUCIE PRESOT Toronto, Ontario	Vice President, Chief Financial Officer and Director	Vice President and Chief Financial Officer of Dundee Corporation
MURRAY JOHN Toronto, Ontario	Vice President and Director	President and Chief Executive Officer of Dundee Resources Limited
THOMAS AUGUSTINAS Toronto, Ontario	Vice President	Vice President of NGIC
CHANTAL GOSSELIN Toronto, Ontario	Vice President	Vice President of NGIC
SIVAN FOX Toronto, Ontario	Vice President, Legal	Vice President, Legal of Dundee Corporation

Biographical information for each of the members of the NGIC investment management team is set out below.

Ned Goodman is the President and Chief Executive Officer and a director of Dundee Corporation and NGIC and also the Chairman of the Board of Directors of DundeeWealth Inc. Mr. Goodman is also a director of 360 VOX Corporation (formerly Leisure Canada Inc.), Corona Gold Corporation, Dundee Capital Markets Inc., Dundee Energy Limited, Dundee International Real Estate Investment Trust, Dundee Real Estate Investment Trust, Dundee Precious Metals Inc., Eurogas International Inc., and Ryan Gold Corp. He is also Chancellor of Brock University and Chairman Emeritus of the Canadian Centre for Diversity. Mr. Goodman is a geologist and holds a Bachelor of Science degree from McGill University and a Master of Business Administration from the University of Toronto. He earned the designation of Chartered Financial Analyst in 1967. In 1997, he was awarded a Doctorate of Laws, honoris causa, by Concordia University.

Murray John — for biographical information on Murray John, Vice President Senior Portfolio Manager and Director of NGIC, see "Directors and Officers of the General Partner" above.

Thomas Augustinas is Vice President of Ned Goodman Investment Counsel Limited and has been with the Dundee organization since 2004. Prior to June 18, 2009, Mr. Augustinas was Senior Business Analyst at Dundee Resources Limited. Before joining Dundee, Mr. Augustinas spent over 15 years in international commodity trade and finance. Mr. Augustinas holds a Master of Business Administration.

Chantal Gosselin is Vice President of Ned Goodman Investment Counsel Limited, and has been working on the investment side of the financial industry since 2001. Ms. Gosselin is a Professional Mining Engineer and holds a Bachelor of Science in mining engineering from Laval University and a Masters of Business Administration from Concordia University. Ms. Gosselin has over 19 years of experience in both international mining operations and the finance sector. She began her career with Aur Resources as an engineer where she assisted in the construction of the Louvicourt mine. She then went on to hold various senior positions at Dynatec Mining managing multi-million dollar underground development contracts in Northern Quebec. Her international experience includes Central and South America where she held management positions with Pan American Silver and Black Hawk Mining. Ms. Gosselin has previously held various analyst positions with Sun Valley Gold LLP, Genuity Capital Markets, Haywood Securities and Dundee Securities Corporation.

Details of the Portfolio Management Agreement

Pursuant to the Portfolio Management Agreement between the Manager and the Portfolio Advisor, the Portfolio Advisor will identify, analyze and select Partnership investments, monitor the performance of the Partnership investments, and determine the timing, terms and method of disposing of Partnership's investments. Ned Goodman and Murray John will act as portfolio managers on behalf of the Portfolio Advisor. The Portfolio Advisor will provide advice in respect of Resource Companies in the mining and oil and gas sectors.

The Portfolio Management Agreement, unless terminated as described below, will continue with respect to the Partnership until the dissolution of the Partnership. Pursuant to the Portfolio Management Agreement, NGIC agrees to act honestly and in good faith with a view to the best interests of the Limited Partners, and, in connection therewith, to exercise the degree of care, diligence, and skill that a prudent and diligent portfolio manager would exercise in similar circumstances. Pursuant to the Portfolio Management Agreement, NGIC will not be liable in any way for any act, omission or mistake of judgement in the course of, or connected with, the performance of its responsibilities under the Portfolio Management Agreement if it has satisfied its duties and complied with the standard of care, diligence, and skill set forth above. NGIC will incur liability, however, in cases of wilful misconduct, bad faith, negligence, any contravention by NGIC of applicable laws, breach of the Portfolio Management Agreement or any failure by NGIC to comply in any material respect with the disclosure documents or investment policies of the Partnership.

Pursuant to the Portfolio Management Agreement, the Manager pays NGIC. The Manager will also pay NGIC a portion of any Performance Bonus to which it is entitled. There are no additional fees payable by the Partnership to NGIC. See "Fees and Expenses — Management Fees".

The Manager may terminate the Portfolio Management Agreement in whole or in respect of the Partnership (a) upon the earlier of not less than one year's prior written notice to NGIC and the date that NGIC provides investment advisory and portfolio management services to a similar partnership in contravention of the Portfolio Management Agreement; (b) upon 30 days' prior written notice in the event that Mr. Ned Goodman ceases (other than as a result of a termination by the Manager) to be the lead portfolio manager responsible for NGIC; (c) if there is a material breach of the Portfolio Management Agreement by NGIC, subject to an applicable cure period; and (d) at any time upon delivery of written notice to NGIC in certain other circumstances, including bankruptcy or insolvency proceedings of NGIC, subject to an applicable cure period, or the actual suspension or revocation of, or failure to obtain, any required registration. Upon termination of the Portfolio Management Agreement, the Manager will pay to NGIC an amount equal to all fees earned by, or accrued to, NGIC and all expenses incurred and payable to NGIC under the Portfolio Management Agreement, up to and including the date of termination (which includes all fees earned and all expenses incurred and payable during any termination notice period).

The Portfolio Management Agreement may be terminated by NGIC in whole or in respect of the Partnership: (a) upon not less than one year's prior written notice to the Manager; (b) upon 60 days written notice if there is a material breach of the Portfolio Management Agreement by the Manager, subject to an applicable cure period; and (c) at any time in certain circumstances, including bankruptcy or insolvency proceedings of the Manager, subject to an applicable cure period.

The Sub-Advisor

GCIC is a leading Canadian asset management company tracing its roots back more than 50 years. GCIC offers a wide range of wealth management solutions through financial advisors. These include the mutual funds and hedge funds of Dynamic™ Funds, and the portfolio solutions of Marquis Investment Program. GCIC, a corporation incorporated under the laws of Ontario, is a wholly-owned subsidiary of DundeeWealth Inc. and an affiliate of Scotia Capital Inc., one of the Agents. The head office and principal place of business of GCIC is 1 Adelaide Street East, 27th Floor, Toronto, Ontario M5C 2V9. GCIC will provide its services to the Partnership principally in Calgary, Alberta.

Jennifer Stevenson will act as lead portfolio manager on behalf of GCIC, where she is a Vice President and Portfolio Manager, Energy. Ms. Stevenson joined GCIC in August 2010 as a portfolio manager and member of their award-winning Equity Income team. Based in Calgary, Ms. Stevenson has more than 20 years of experience in the energy sector and is Co-Manager of the Dynamic Strategic Resource Class and the Scotia Resource Fund. Prior to August 2010, Ms. Stevenson was a Managing Director, Portfolio Management at a Calgary-based investment management company where she was responsible for the identification and selection of oil and gas investment opportunities. In addition, Ms. Stevenson has a wealth of energy investment banking experience that includes senior positions with Dundee Capital Markets, Merrill Lynch/Midland Walwyn Capital Inc. and FirstEnergy Capital Corp. Ms. Stevenson began her career with positions at leading Canadian oil and gas producers as well as suppliers Amoco Canada and Petro-Canada. Ms. Stevenson has an Advanced Certificate in Petroleum Land Contract Administration, a Masters in Business Administration in Finance from the University of Alberta and a Bachelor of Commerce degree in Marketing & Finance from the University of Calgary.

Details of the Sub-Advisory Agreement

The Manager will appoint GCIC as sub-advisor to provide discretionary investment management services in respect of the oil and gas investments for the Partnership (the oil and gas portion of the Partnership's portfolio shall be referred to as the "Energy Portfolio"). GCIC shall be responsible for identifying, analyzing and selecting the investments in the Energy Portfolio, monitoring the performance of the Energy Portfolio, and disposing of Energy Portfolio investments. GCIC will provide advice to the Manager in formulating overall investment policies and strategies for the Energy Portfolio of the Partnership from time to time and, subject to the supervision, control and direction of the Manager, manage on a day-to-day basis with full power and discretionary authority the Energy Portfolio of the Partnership in accordance with applicable laws, the offering documents of the Partnership and any investment policies applicable to the Partnership, in each case, as may be amended from time to time.

The Sub-Advisory Agreement, unless terminated as described below, will continue until the dissolution of the Partnership. Pursuant to the Sub-Advisory Agreement, GCIC agrees to act at all times on a basis which is fair and reasonable to the Partnership, to act honestly and in good faith with a view to the best interests of the Limited Partners, and, in connection therewith, to exercise the degree of care, diligence, and skill that a reasonably prudent portfolio manager would exercise in comparable circumstances. Pursuant to the Sub-Advisory Agreement, GCIC will not be liable in any way for any default, failure or defect in any of the securities comprising the investment portfolio of the Partnership if it has satisfied its duties and complied with the standard of care, diligence, and skill set forth above. GCIC will incur liability, however, in cases of wilful misconduct, bad faith, negligence, disregard of its duties or standards of care, diligence and skill or breach of the Sub-Advisory Agreement.

Pursuant to the Sub-Advisory Agreement, the Manager will be responsible for the advice given by GCIC and will pay GCIC a management fee out of the amount received by the Manager from the Partnership. The Manager will also pay GCIC a portion of any Performance Bonus to which it is entitled relating to the performance of the Energy Portfolio. There are no additional fees payable by the Partnership to GCIC. See "Fees and Expenses — Management Fees".

GCIC agrees that up to December 31, 2012, it will not act as an advisor or provide investment advisory and portfolio management services in respect of oil and gas investments to any other limited partnerships with similar investment objectives and strategies as the Partnership ("compete"), absent the Manager's prior written

consent. Effective January 1, 2013, GCIC may compete, provided that it has given 60 days' prior written notice to the Manager of its intention to compete (the "Non Compete Provision").

The Manager may terminate the Sub-Advisory Agreement (a) on the earlier of (i) not less that one (1) year's prior written notice provided by the Manager to GCIC and (ii) the effective date on which GCIC competes as described in the Non Compete provision above; (b) on 30 days' prior written notice if Jennifer Stevenson ceases to be the lead portfolio manager under the Sub-Advisory Agreement; and (c) in certain other customary and industry standard circumstances, such insolvency, bankruptcy of the other party, material breach of the Sub-Advisory Agreement that is not cured, termination of registrations or termination of the Partnership.

Beginning as of January 1, 2013, GCIC may terminate the Sub-Advisory Agreement upon 60 days' prior written notice to the Manager.

Conflicts of Interest

Management Conflicts

Conflicts may arise because none of the directors or officers of the General Partner, the Manager, the Portfolio Advisor or GCIC will devote his or her full time to the business and affairs of the Partnership. However, each such director and officer will devote as much time as is necessary for the management of the business and affairs of the Partnership and the General Partner.

Certain of the directors and officers of the General Partner, the Manager, the Portfolio Advisor or GCIC may also be or become directors and officers of the Resource Companies in which the Partnership may invest. Certain of the directors and officers of the General Partner, the Manager, the Portfolio Advisor or GCIC (and their respective affiliates) may own shares in the Resource Companies in which the Partnership invests. Certain of the investment products for which the Portfolio Advisor or GCIC acts as a portfolio manager or investment manager may own securities of the Resource Companies in which the Partnership invests.

NGIC is a wholly-owned subsidiary of Dundee Corporation, which is an affiliate of the Manager and the General Partner, and will be entitled to fees, to be paid by the Manager, under the Portfolio Management Agreement.

The Partnership may, subject to compliance with applicable securities law, also invest in entities related to the Manager or NGIC or purchase a security of an issuer in which a responsible person or an associate of a responsible person is a partner, officer or director. A "responsible person" means, for a registered adviser, (a) the adviser, (b) a partner, director or officer of the adviser, and (c) each of the following who has access to, or participates in formulating, an investment decision made on behalf of a client of the adviser or advice to be given to a client of the adviser: (i) an employee or agent of the adviser; (ii) an affiliate of the adviser; and (iii) a partner, director, officer, employee or agent of an affiliate of the adviser.

The Manager is a full service investment dealer ("Dealer") and investment fund manager ("IFM") which provides discretionary portfolio management services to other funds and private clients and non-discretionary brokerage services to clients and institutions. Conflicts of interest may arise from time to time in allocating investment opportunities, timing investment decisions and exercising rights in respect of and otherwise dealing with such securities. Where conflicts of interest arise, each of the Manager and the Portfolio Advisor will address such conflicts of interest with regard to the investment objectives of each of the persons involved and will act in accordance with the duty of care owed to each of them.

The policies and procedures of the Manager provide as follows: as a Dealer, the Manager may act as broker, placement agent, underwriter, financial advisor or in another capacity for a Resource Company and, as such, may receive remuneration from such Resource Company in addition to the fees payable by the Partnership in connection with its activities as an investment dealer. Activities of the Manager in its capacity as a Dealer are segregated from its IFM business and there are appropriate controls in place to reflect the separation of business units. In connection with its IFM business, the Manager will not earn any fees from a Resource Company. In connection with its Dealer business, the Manager may act on behalf of a Resource Company as agent or underwriter for a financing, in which case the Manager may earn underwriting commissions or agency fees. Additionally, the Manager may refer a Resource Company to its institutional clients (including NGIC) in

connection with a private placement of the Resource Company, in which case the Manager may earn finder's fees. Finally, the Manager may act on behalf of a Resource Company in which the Partnership is, or may in the future be, invested in connection with that Resource Company's mergers and acquisitions activities, in which case the Manager may earn financial advisory fees.

The policies provide that all of the activities of the Manager in its capacity as a Dealer comply with laws and regulations applicable to investment dealers and are conducted in the ordinary course of business. In all cases, when acting on behalf of a Resource Company in its capacity as a Dealer, employees involved in the Dealer business unit contact the Portfolio Advisor in the same manner as all other clients and, furthermore, such employees have no involvement, influence or authority over the IFM business, the Portfolio Advisor or investment decisions made on behalf of the Partnership. All of the activities of the Manager in its capacity as an IFM comply with laws and regulations applicable to investment fund managers and are conducted in the ordinary course of business. Specifically, the Manager has written policies and procedures as well as standing instructions of the Independent Review Committee with respect to the participation of the Partnership in an advisory, underwriting or agency transaction involving the Manager or those transactions where fees apply.

There is no percentage limit to the amount of the Partnership's assets that may be invested in Resource Companies for which the Dealer may receive a fee. However, all investment decisions are at the discretion of the Portfolio Advisor and (i) are made free from any influence by the Manager's Dealer business and without taking into account whether any fees are payable to the Dealer and (ii) represent the business judgment of the Portfolio Advisor uninfluenced by considerations other than the best interests of the Partnership. Transactions where the Manager receives remuneration in connection with the sale of securities to the Partnership are limited to circumstances where the Portfolio Advisor has made an independent investment decision and, where applicable, comply with both the universal market integrity rules, all applicable laws and the conditions of the Independent Review Committee's standing instruction on related underwritings. Any additional remuneration must be consistent with fees payable to Canadian investment dealers for similar transactions. The range of cash finder's fees is typically 2% to 8% of the investment and, in many cases, may include broker warrants in addition to the cash fee. In all cases, the Partnership will not be required to purchase any securities under any offering or referral of the Manager's Dealer business.

Dundee Securities Ltd. and the Other Agents

The General Partner is a wholly-owned subsidiary of Dundee Securities Ltd., which is the Manager and one of the Agents, and consequently the Partnership is a "connected issuer" and a "related issuer" of Dundee Securities Ltd. for the purposes of applicable securities laws. The Partnership may also be considered to be a connected issuer of (a) BMO Nesbitt Burns Inc., one of the Agents, because BMO Nesbitt Burns Inc. is an affiliate of a bank which will, on the date of the Initial Closing, be a lender to the Partnership, (b) NGIC, the Portfolio Advisor, as it is an affiliate of the Manager and the General Partner, and (c) Scotia Capital Inc., one of the Agents, which is an affiliate of the Sub-Advisor. A majority of the directors and officers of the General Partner are also directors and officers of Dundee Securities Ltd. or affiliates thereof. Dundee Securities Ltd. (and the other Agents) will receive a fee of 5.75% for each Unit they sell in connection with this Offering as described under "Plan of Distribution". In certain circumstances, Dundee Securities Ltd. (and the other Agents) may be entitled to receive fees and, in some cases, rights to purchase shares in connection with the sale of Flow-Through Shares to the Partnership. Subject to the restrictions set forth in the Partnership's investment guidelines, the Partnership may invest in Related Issuers as well as "related issuers" or "connected issuers" of Dundee Securities Ltd. for the purpose of applicable securities laws.

The General Partner and Dundee Securities Ltd. participated in the decision to create the Partnership and, along with RBC Dominion Securities Inc. participated in the decision to distribute the Units pursuant to this prospectus and determined the terms of this Offering. RBC Dominion Securities Inc. and the remaining Agents participated in the due diligence activities performed in connection with this Offering. See "Plan of Distribution".

Registered dealers (including the Agents) may act as agents and underwriters and earn fees in connection with offerings by Resource Companies of securities qualifying as Flow-Through Shares.

Brokerage Arrangements

The Manager has established policies and procedures for selecting dealers to effect securities transactions for the Partnership, in accordance with which the Manager is required to, among other things, obtain internal approvals and comply with the conditions of the Independent Review Committee's standing instruction on brokerage arrangements. When selecting a dealer to effect a securities transaction the Manager seeks to achieve the most favourable terms possible, and to that end the Manager follows a process that involves compliance with its policies and procedures, including consideration of numerous factors such as the requirements of the transaction, the ability of the dealer to efficiently effect the transaction and the total cost of effecting the transaction. The Manager also considers whether research and/or order execution goods and services will be received as part of a given transaction, subject always to the priority of seeking best execution. The Manager follows the same process in determining whether to effect securities transactions in its role as an Agent, as it would use in relation to any other dealer.

From time to time the Manager may enter into brokerage arrangements whereby a portion of the commissions paid are used to obtain research and/or order execution goods and services that directly benefit the Partnership. These arrangements include both transactions with dealers who will provide proprietary research and/or order execution goods and services and transactions with dealers where a portion of the brokerage commissions will be used to pay for third party research and/or order execution goods and services.

Research and/or order execution goods and services obtained through such brokerage arrangements, including research reports, access to databases, trade-matching, clearance and settlement and order management systems (OMS), assist the Manager with investment and trading decisions and with effecting securities transactions on behalf of the Partnership. The Manager conducts a fact-based analysis, including an examination of alternative sources of goods and services and their relative costs, in order to make a good faith determination as to the benefits of the research and/or order execution services received compared to the relative costs of obtaining such benefits.

The Manager may receive goods and services that include research and/or order execution goods and services as well as other forms of goods and services, in which case the goods and services are considered to be "mixed-use" goods and services. In the event that the Manager receives mixed-use goods and services, the Manager will only direct a portion of brokerage commissions to those goods and services that constitute research and/or order execution goods and services and which are used by the Manager in connection with its investment and trading decisions and with effecting securities transactions on behalf of the Partnership.

Provided that pricing, service and other terms are comparable or less costly than those offered by other dealers, it is anticipated that a portion of the portfolio transactions for the Partnership will be arranged through the Manager. Additionally, the Partnership may invest in Resource Companies for which the Manager acts as agent or underwriter.

The name of any dealer or third party that provides research and/or order execution goods and services through a brokerage arrangement to the Manager on behalf of the Partnership will be provided upon request by contacting the Manager at 1-877-681-0332 or online at www.dundeecapitalmarkets.com.

Investment Opportunities and Duty of Care

The services of the Manager and the Portfolio Advisor are not exclusive to the Partnership. The Sub-Advisor's services are exclusive to the Partnership in respect of oil and gas investments since it has agreed not to act as an advisor or provide investment advisory and portfolio management services in respect of oil and gas investments for other limited partnerships with similar investment objectives and strategies, until December 31, 2012 (the "Non-Compete Provision"). GCIC may act as the investment advisor and/or investment fund manager to other funds which invest in securities of Resource Companies and, subject to the Non-Compete Provision, may in the future act as an advisor or provide investment advisory and portfolio management services in respect of oil and gas investments for other limited partnerships with similar investment objectives and strategies. See "Organization and Management Details of the Partnership — Details of the Sub-Advisory Agreement". Each of the Manager and the Portfolio Advisor acts as the investment advisor and/or investment fund manager to other funds including the existing Previous Partnerships and may in the future act as the

investment advisor and/or investment fund manager to other funds which invest in Flow-Through Shares and other securities, if any, of Resource Companies and which may have similar investment mandates to the Partnership. The Manager is also a full service investment dealer which provides discretionary portfolio management services for private clients and non-discretionary brokerage services to clients and institutions. Conflicts of interest may arise from time to time in allocating investment opportunities, timing investment decisions and exercising rights in respect of and otherwise dealing with such securities of Resource Companies. Where conflicts of interest arise, each of the Manager, the Portfolio Advisor and the Sub-Advisor will address such conflicts of interest with regard to the investment objectives of each of the persons involved and will act in accordance with the duty of care owed to each of them.

During the 2012 fiscal year, affiliates of the Partnership may co-invest with the Partnership in Resource Companies to facilitate the acquisition of Flow-Through Shares by the Partnership. The CMP Group, the Canada Dominion Resources Group and their respective affiliates are not in any way limited or affected in their ability to carry on other business ventures for their own account and for the account of others and currently engage and may in the future engage in the same business activities or pursue the same investment opportunities as the Partnership.

Independent Review Committee

The Independent Review Committee for the Partnership deals with conflict of interest matters presented to it by the Manager in accordance with NI 81-107. The Manager is required under NI 81-107 to identify conflicts of interest inherent in its management of the Partnership and the other investment funds managed by it, and request input from the Independent Review Committee on how it manages those conflicts of interest. NI 81-107 also requires the Manager to establish written policies and procedures outlining its management of those conflicts of interest. The Independent Review Committee will provide its recommendations or approvals, as required, to the Manager with a view to the best interests of the Partnership. The Independent Review Committee reports annually to Limited Partners as required by NI 81-107. The reports of the Independent Review Committee will be available free of charge from the Manager on request by contacting the Manager at 1-877-681-0332 and will be posted at www.dundeecapitalmarkets.com. Information contained at www.dundeecapitalmarkets.com is not part of this prospectus and is not incorporated herein by reference.

The current Independent Review Committee members are Brahm Gelfand (Chair), Brian Gelfand and Hubert Marleau. Each member of the Independent Review Committee is "independent", as that term is defined in NI 81-107, of the Partnership and the Manager.

The compensation and other reasonable expenses of the Independent Review Committee will be paid by the Partnership. The main components of compensation for members of the Independent Review Committee are an annual retainer and a fee for each committee meeting attended. Each member of the Independent Review Committee receives an annual retainer of $20,000 and $1,500 for each formal meeting of the Independent Review Committee and $750 for each informal meeting of the Independent Review Committee (including meetings by conference call) that the member attends, plus expenses for each meeting. The fees and expenses, plus associated legal costs, are allocated among all of the funds managed by the Manager to which NI 81-107 applies, in a manner that is considered by the Manager to be fair and reasonable. In addition, the Partnership has agreed to indemnify the members of the Independent Review Committee against certain liabilities.

Valuation Agent

SGGG Fund Services Inc. ("SGGG" or the "Valuation Agent") is the valuation agent for the Partnership and is responsible for providing certain accounting services to the Partnership under the supervision of the Manager, including fund valuation, reconciliation, and financial reporting. SGGG will be responsible for providing all valuation services to the Partnership and will calculate the Net Asset Value and Net Asset Value per Unit pursuant to the terms of a separate fund valuation and unitholder recordkeeping services agreement (the "Administration Agreement"). See "Calculation of Net Asset Value".

Details of the Administration Agreement

The Administration Agreement provides that the Valuation Agent will accept responsibility for any liabilities, damages, claims, costs, expenses or losses that the Partnership may sustain as a result of the Valuation Agent's bad faith, negligence, willfull misconduct or disregard of its duties or obligations under the Administration Agreement. Pursuant to the terms of the Administration Agreement, the Manager will indemnify, defend and save harmless the Valuation Agent and its directors, officers, employees and agents from and against any and all liabilities, claims, damages, costs, expenses or losses that may arise out of the Valuation Agent providing the services under the Administration Agreement.

The Administration Agreement contains certain disclaimers of liability by the Valuation Agent; for example, in calculating the Net Asset Value per Unit, the Valuation Agent may rely on documents provided to it, including this prospectus, and the instructions of the Manager.

The Valuation Agent is not responsible for determining that the Units are marketed and sold in compliance with all applicable securities laws.

Either the Valuation Agent or the Manager may terminate the Administration Agreement at any time upon at least six months' prior written notice to the other party. The Administration Agreement may also be terminated immediately by either party under certain circumstances.

The Valuation Agent's fees are based on certain assumptions set out in the Administration Agreement. The Valuation Agent will charge specific fees for services provided, including the calculation of Net Asset Value per Unit and the preparation of financial statements.

Custodian

State Street Trust Company Canada, Toronto will be appointed, on or prior to the Initial Closing, as custodian of the investment portfolio of the Partnership pursuant to the Custodian Agreement. The Custodian will be responsible for the safekeeping of all of the cash, securities and other assets of the Partnership delivered to it, but not those assets of the Partnership not directly controlled or held by the Custodian. The Custodian may employ sub-custodians as considered appropriate in the circumstances. The Custodian Agreement may be terminated by any party to the agreement on 90 days' written notice. The Custodian shall be entitled to compensation for its services and expenses as set forth in a written fee schedule between the parties to the agreement, unless different compensation is agreed to in writing.

Auditor

The auditor of the Partnership is PricewaterhouseCoopers LLP, Chartered Accountants, PWC Tower, 18 York Street, Suite 2600, Toronto, Ontario, M5J 0B2.

Registrar and Transfer Agent

Computershare is the registrar and transfer agent for the Units at its principal office in Toronto.

Promoter

The Manager and the General Partner may be considered to be promoters of the Partnership as defined in the securities legislation of certain provinces and territories of Canada by reason of their initiative in forming and establishing the Partnership and taking the steps necessary for the public distribution of the Units. The promoters will not receive any benefits, directly or indirectly, from the issuance of Units offered hereunder other than as described under "Fees and Expenses" and "Interests of Management and Others in Material Transactions".

Performance of Previous CDR Partnerships

The following is a brief discussion of the performance of the Previous CDR Partnerships. Affiliates of the General Partner have acted as the general partners of the Previous CDR Partnerships having investment objectives and strategies substantially similar to those of the Partnership.

The following table sets out the historical net asset value and cumulative and annualized after-tax rate of return at the dates indicated for the limited partners of each of the Previous CDR Partnerships and are based on a number of assumptions set out in the notes to the table. In addition, the following table sets out for each of the Previous CDR Partnerships (i) the net asset value per limited partnership unit of each such partnership as of the date it transferred its assets to DMP Ltd. (the "Transfer Date"), or as at January 24, 2012, as applicable (ii) the after-tax rate of return per limited partnership unit of each such partnership as of the relevant Transfer Date, or as at January 24, 2012, as applicable, and (iii) the annualized after-tax rate of return for the limited partners of each such partnership. The net asset value per unit on the relevant Transfer Date demonstrates the ability of each of the Previous CDR Partnerships to preserve and enhance net asset value to generate returns, independent of the tax considerations associated with investing in such units. See "Termination of the Partnership — Dynamic Managed Portfolios Ltd".

After-tax return numbers in the table below assume that a limited partner is an individual resident in Ontario subject to the highest marginal tax rate. The indicated after-tax rates of return are based on a number of assumptions set out in the notes to the table. Generally, it is assumed that an investor is able to deduct the subscription price of $25 per unit against income for income tax purposes and the subsequent disposition of an investment will result in a capital gain. The difference in the tax treatment of deducting against income and inclusion as capital gain at more favourable effective marginal tax rates has the effect of reducing the break-even proceeds of disposition. The actual after-tax rates of return may be different. Actual after-tax rates of return for a Limited Partner will vary depending on a number of factors including province of residence, date of disposition, marginal tax rates, receipt of distributions, actual capital gain inclusions and actual deductions or credits received. Past returns of the Previous CDR Partnerships are not indicative of how the Partnership will perform in the future. See "Risk Factors" and "Forward Looking Statements".

TABLE 1:
Previous CDR Partnerships that have Dissolved[1]

Name of Partnership	Net Asset Value Per Unit on Transfer Date	After-Tax Rate of Return on Transfer Date[2]	Annualized After-Tax Rate of Return[3]
Canada Dominion Resources Limited Partnership	$20.05	14.9%	7.38%
Canada Dominion Resources Limited Partnership II	$29.62	69.8%	43.02%
Canada Dominion Resources Limited Partnership III	$29.04	66.5%	31.46%
Canada Dominion Resources Limited Partnership IV	$34.51	97.8%	58.31%
Canada Dominion Resources Limited Partnership V	$23.53	34.9%	18.32%
Canada Dominion Resources Limited Partnership VI	$27.88	59.8%	37.53%
Canada Dominion Resources Limited Partnership VII	$24.25	39.0%	18.14%
Canada Dominion Resources Limited Partnership VIII	$30.18	73.0%	47.58%
Canada Dominion Resources Limited Partnership IX	$30.56	75.2%	34.35%
Canada Dominion Resources Limited Partnership X	$31.60	81.1%	59.09%
Canada Dominion Resources Limited Partnership XI	$28.54	69.1%	35.82%
Canada Dominion Resources Limited Partnership XII	$27.47	60.0%	48.92%
Canada Dominion Resources 2004 Limited Partnership	$28.19	80.4%	41.06%
Canada Dominion Resources 2005 Limited Partnership	$33.15	119.4%	60.14%
Canada Dominion Resources 2005 II Limited Partnership	$21.29	38.4%	29.00%
Canada Dominion Resources 2006 Limited Partnership	$13.99	−12.5%	−6.72%
Canada Dominion Resources 2006 II Limited Partnership	$11.99	−23.6%	−18.62%
Canada Dominion Resources 2007 Limited Partnership	$ 6.32	−59.1%	−32.35%
Canada Dominion Resources 2008 Limited Partnership	$21.78	44.4%	20.58%
Canada Dominion Resources 2009 Limited Partnership	$37.78	160.2%	82.35%
Canada Dominion Resources 2010 Limited Partnership	$15.11	−4.2%	−2.30%

TABLE 2:
Previous Canada Dominion Resources Partnerships that are On Going[1]

Name of Partnership	Net Asset Value Per Unit as at February 27, 2012[2]	After-Tax Rate of Return as at February 27, 2012[2]	Annualized After-Tax Rate of Return[3]
Canada Dominion Resources 2011 Limited Partnership . . .	$13.31	−12.4%	−11.82%

(1) Though the Agents' fee in respect of the Offering is 5.75%, the Agents' fee in respect of Previous CDR Partnerships was 6.75% of the subscription price of each unit sold.

(2)

Name of Partnership	Initial Net Asset Value Per Unit	Initial Closing Date	Transfer Date
Canada Dominion Resources Limited Partnership	$25	June 18, 1998	May 31, 2000
Canada Dominion Resources Limited Partnership II	$25	December 8, 1998	May 31, 2000
Canada Dominion Resources Limited Partnership III	$25	July 15, 1999	May 25, 2001
Canada Dominion Resources Limited Partnership IV	$25	November 30, 1999	May 25, 2001
Canada Dominion Resources Limited Partnership V	$25	August 16, 2000	May 27, 2002
Canada Dominion Resources Limited Partnership VI	$25	December 6, 2000	May 27, 2002
Canada Dominion Resources Limited Partnership VII	$25	May 24, 2001	May 15, 2003
Canada Dominion Resources Limited Partnership VIII	$25	December 17, 2001	May 15, 2003
Canada Dominion Resources Limited Partnership IX	$25	May 16, 2002	April 8, 2004
Canada Dominion Resources Limited Partnership X	$25	November 29, 2002	March 10, 2004
Canada Dominion Resources Limited Partnership XI	$25	May 23, 2003	February 7, 2005
Canada Dominion Resources Limited Partnership XII	$25	December 4, 2003	February 7, 2005
Canada Dominion Resources 2004 Limited Partnership	$25	June 1, 2004	February 17, 2006
Canada Dominion Resources 2005 Limited Partnership	$25	May 6, 2005	January 5, 2007
Canada Dominion Resources 2005 II Limited Partnership	$25	September 26, 2005	January 5, 2007
Canada Dominion Resources 2006 Limited Partnership	$25	February 14, 2006	January 18, 2008
Canada Dominion Resources 2006 II Limited Partnership	$25	September 27, 2006	January 18, 2008
Canada Dominion Resources 2007 Limited Partnership	$25	February 6, 2007	May 22, 2009
Canada Dominion Resources 2008 Limited Partnership	$25	February 5, 2008	January 22, 2010
Canada Dominion Resources 2009 Limited Partnership	$25	June 5, 2009	January 7, 2011
Canada Dominion Resources 2010 Limited Partnership	$25	March 10, 2010	January 6, 2012
Canada Dominion Resources 2011 Limited Partnership	$25	February 10, 2011	Prior to July 1, 2013

(3) The after-tax return (after deducting capital gains tax on redemption) has been calculated assuming (i) the full $25 per unit invested was deducted by investors for income tax purposes in the year of investment; (ii) a limited partner is an individual resident in Ontario and was subject to the highest combined federal and provincial marginal tax rate; (iii) each unit has an adjusted cost base of nil; and (iv) the disposition of units at the net asset value per unit on January 24, 2012 or the relevant Transfer Date, as applicable.

CALCULATION OF NET ASSET VALUE

The net asset value of the Partnership (the "Net Asset Value") will be calculated by the Manager on each Valuation Date at 4:00 p.m. (Toronto time) by subtracting the aggregate amount of the Partnership's liabilities on such Valuation Date from the aggregate value on such Valuation Date of the assets of the Partnership.

Valuation Policies and Procedures of the Partnership

The value of the Partnership's assets on each Valuation Date will be determined in accordance with the following principles:

(a) the value of any security which is listed on a stock exchange will be the official closing sale price or, if there is no such sale price, the average of the bid and the ask price at that time by the close of trading of the TSX (generally 4:00 p.m., Toronto time) all as reported by any report in common use or authorized as official by the stock exchange; provided that if such last sale price is not within the latest available bid and ask quotations on the Valuation Date, the Manager has the discretion to determine a value which it considers to be fair and reasonable (the "fair value") for the security based on market quotations the Manager believes most closely reflects the fair value of the investment. The trading hours for foreign securities that trade in foreign markets may end prior to 4:00 p.m., Toronto time, and therefore not take into account, among other things, events that occur after the close of the foreign

market. In these circumstances, the Manager may determine a fair value for the foreign securities which may differ from that security's most recent closing market price;

(b) the value of any security which is traded on an over-the-counter market will be the closing sale price on that day or, if there is no such sale price, the average of the bid and the ask prices at that time, all as reported by the financial press;

(c) long positions in debt-like securities and listed warrants shall be valued at their current market value;

(d) the value of any listed security which is subject to a hold period (a "restricted security") shall be the quoted market value less the amount of any purchase discount amortized over the length of the hold period. The value of a restricted security that was purchased at a premium will be the closing sale price (as determined pursuant to paragraph (a) above) of the same security which is not restricted;

(e) the value of any security or other asset for which a market quotation is not readily available or to which, in the opinion of the Manager, the above principles cannot be applied, will be its fair value on that day determined in a manner by the Manager in its discretion; and

(f) tax deductions which accrue to Limited Partners shall not be taken into account in making such determination.

If an asset cannot be valued under the foregoing principles or if the foregoing principles are at any time considered by the Manager to be inappropriate under the circumstances, then notwithstanding such principles, the Manager will make such valuation as it considers fair and reasonable and, if there is an industry practice, in a manner consistent with industry practice for valuing such asset.

The liabilities of the Partnership on each Valuation Date will be determined by the General Partner in accordance with normal business practices and Canadian GAAP. The liabilities of the Partnership include all bills, notes and accounts payable; all administrative expenses payable or accrued (including management fees and the Performance Bonus); all contractual obligations for the payment of money or property; all allowances authorized or approved by the General Partner for taxes; the Loan Facility; and all other liabilities of the Partnership.

The Net Asset Value per Unit will be the amount obtained by dividing the Net Asset Value as of a particular Valuation Date by the total number of Units outstanding on that date.

The Net Asset Value per Unit will be calculated in accordance with the rules and policies of the Canadian Securities Administrators or in accordance with any exemption therefrom that the Partnership may obtain ("Transaction NAV"). The Net Asset Value per Unit determined in accordance with the principles set out above may differ from Net Asset Value per Unit determined under Canadian GAAP ("GAAP NAV"). The GAAP NAV will be used for financial statement reporting purposes and a reconciliation between GAAP NAV and Transaction NAV will be included.

In accordance with NI 81-106, the fair value of a portfolio security used to determine the daily price of the Partnership's securities will be based on the Partnership's valuation principles set out above under the heading "Valuation Policies and Procedures of the Partnership", which comply with requirements of NI 81-106 but differ in some respects from the requirements of Canadian GAAP.

Canadian GAAP requires that the fair value of the financial instruments listed on a recognized public stock exchange be valued at their last bid price for securities at long position (ask price for securities at short position) instead of the close price or the last sale price of the security for the day as required by recent amendments to NI 81-106.

Reporting of Net Asset Value

The daily Net Asset Value per Unit will be available on the Partnership's website at http://www.canadadominion.com. Information contained on the Partnership's website is not part of this prospectus and is not incorporated herein by reference.

ATTRIBUTES OF THE SECURITIES

Description of the Securities Distributed

The interests of the Limited Partners will be divided into and represented by an unlimited number of Units. Each Unit entitles the holder thereof to the same rights and subjects such holder to the same obligations as the holder of any other Unit and no Limited Partner is entitled to any preference, priority or right in any circumstance over any other Limited Partner. The Partnership does not intend to issue Units other than as qualified by this prospectus. At all meetings of the Limited Partners, each Limited Partner will be entitled to one vote for each Unit held. Each Limited Partner will contribute to the capital of the Partnership $25 for each Unit purchased. There are no restrictions as to the maximum number of Units that a Limited Partner may hold in the Partnership, subject to limitations on the number of Units that may be held by "financial institutions" and provisions of securities legislation and regulations relating to take-over bids.

SECURITYHOLDER MATTERS

Meetings of Securityholders

Meetings of the Partners may be called by the General Partner at any time, however, the General Partner is not required to call annual general meetings of the Limited Partners. A meeting will be called on the requisition of Limited Partners holding in the aggregate 15% or more of the outstanding Units. Notice of not less than 21 days and not more than 60 days will be given for each meeting. All meetings of Limited Partners will be held in Toronto, Ontario or at another location in Canada selected by the General Partner. A Limited Partner may attend a meeting of the Partnership in person or by proxy or, in the case of a corporate Limited Partner, by a representative. Quorum for a meeting is two persons, neither of which is the General Partner, present in person holding, or representing by proxy, in the aggregate 1% or more of the outstanding Units. Where quorum is not present, the meeting will, if called by the General Partner, be adjourned (in which event there is no quorum requirement for the adjourned meeting) and, if requisitioned by Limited Partners, will be cancelled.

Each Unit entitles the holder thereof to one vote. The General Partner is not permitted to vote on any resolution. However, affiliates of the General Partner holding Units will be entitled to vote on, or consent in writing to, all resolutions. Every question submitted to a meeting of the Partners which requires an Extraordinary Resolution will be decided by a poll or consented to in writing. See "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Amendment".

Matters Requiring Securityholder Approval

See "Amendment to the Partnership Agreement", directly below.

Amendment to the Partnership Agreement

The Partnership Agreement may only be amended with the consent of the Limited Partners given by an Extraordinary Resolution. An "Extraordinary Resolution" is a resolution passed by at least two-thirds of the votes cast thereon at a meeting of Partners or consented to in writing by Limited Partners holding at least two-thirds of the Units. No amendment that adversely affects the rights or interests of the General Partner, except for the removal of the General Partner, may be made unless the General Partner consents to such amendment. In addition, no amendment may be made which in any manner allows any Limited Partner to take part in the control of the business of the Partnership or would have the effect of reducing or increasing any amounts payable to the General Partner hereunder or its share of the net income or net loss of the Partnership, reducing the interest in the Partnership of any Limited Partner, reducing the duties or obligations of the General Partner, changing the right of a Limited Partner to vote at any meeting of Partners or changing the Partnership from a limited partnership to a general partnership.

The General Partner is entitled to make certain amendments to the Partnership Agreement without the consent of the Limited Partners for the purpose of adding any provisions which, in the opinion of the General Partner, are for the protection or benefit of the Limited Partners or the Partnership, for the purpose of curing an ambiguity or for the purpose of supplementing any provision which may be defective or inconsistent with another provision of the Partnership Agreement or required by law. Such amendments may only be made if they

will not materially adversely affect the rights of any Limited Partner or restrict any protection for the General Partner or the Manager or increase their respective responsibilities.

Reporting to Securityholders

The Partnership's fiscal year will be the calendar year. The Manager, on behalf of the Partnership, will file and deliver to each Limited Partner, as applicable, such financial statements (including interim unaudited and annual audited financial statements) and other reports as are from time to time required by applicable law. The annual financial statements of the Partnership shall be audited by the Partnership's auditors in accordance with Canadian generally accepted auditing standards. The auditors will be asked to report on the fair presentation of the annual financial statements in accordance with Canadian GAAP. The General Partner, on behalf of the Partnership, may seek exemptions from certain continuous disclosure obligations under applicable securities laws and is authorized to do so under the Partnership Agreement.

The General Partner will forward, or cause to be forwarded, to each Limited Partner, either directly or indirectly through CDS, the information necessary for the Limited Partner to complete such Limited Partner's Canadian federal and provincial income tax returns with respect to Partnership matters for the preceding year. The General Partner will make all filings required with respect to tax shelters by the Tax Act.

The General Partner and the Manager will ensure that the Partnership complies with all other reporting and administrative requirements.

The General Partner is required to keep adequate books and records reflecting the activities of the Partnership in accordance with normal business practices, Canadian GAAP, and applicable securities legislation. The *Limited Partnerships Act* (Ontario) provides that any person may, on demand, examine the Record. A Limited Partner has the right to examine the books and records of the Partnership at all reasonable times. Notwithstanding the foregoing, a Limited Partner will not have access to any information which in the opinion of the General Partner should be kept confidential in the interests of the Partnership and which is not required to be disclosed by applicable securities laws or other laws governing the Partnership.

TERMINATION OF THE PARTNERSHIP

Term

The Partnership will be dissolved upon the earliest of:

(a) the approval of such dissolution by the General Partner or the authorization of such dissolution by an Extraordinary Resolution;

(b) a date determined by the General Partner in the fiscal period in which, and within 60 days after the date on which, all of the assets of the Partnership that are eligible for transfer under subsection 85(2) of the Tax Act are transferred to DMP Ltd. pursuant to the Transfer Agreement or are distributed to the Limited Partners;

(c) a date determined by the Limited Partners at a Special Meeting called for the purpose of approving a Liquidity Alternative;

(d) 180 days after the deemed resignation of the General Partner on the bankruptcy, dissolution, liquidation or winding up of the General Partner, or the commencement of any act or proceeding in connection therewith which is not contested by the General Partner, or the appointment of a trustee, receiver or receiver manager over the affairs of the General Partner, unless within that 180 day period a new general partner is admitted to the Partnership; and

(e) December 31, 2022.

Liquidity Event

The Partnership intends to provide liquidity to Limited Partners prior to July 1, 2014. The Partnership currently intends to implement a Mutual Fund Rollover Transaction, but if the Manager determines not to proceed with a Mutual Fund Rollover Transaction, then the Partnership will convene a Special Meeting to

consider a Liquidity Alternative, subject to approval by Extraordinary Resolution. Pursuant to the Liquidity Alternative, the Partnership may transfer its assets on a tax-deferred basis to a listed issuer that may be managed by an affiliate of the General Partner.

The Mutual Fund Rollover Transaction, if any, will be implemented pursuant to the terms of the Transfer Agreement. Pursuant to the terms of the Transfer Agreement, the Partnership will transfer its assets to DMP Ltd. on a tax-deferred basis in exchange for DMP Resource Class Shares. Pursuant to the Partnership Agreement, within 60 days thereafter, upon the dissolution of the Partnership, the DMP Resource Class Shares will be distributed to the Limited Partners, *pro rata*, on a tax-deferred basis. The Transfer Agreement is assignable by DMP Ltd., and Partnership assets may be transferred, to any other open-end mutual fund corporation managed by GCIC or the Manager or an affiliate thereof.

DMP Ltd. currently offers seven classes of mutual fund shares, including the DMP Resource Class Shares. Each class of shares constitutes a separate mutual fund (each a "DMP Fund"), DMP Resource Class being one of the DMP Funds. Holders of DMP Resource Class Shares will be entitled to switch between DMP Funds on a tax-deferred basis and will not realize a capital gain or capital loss on the switch. The DMP Resource Class Shares are redeemable at the net asset value per share.

In connection with a Mutual Fund Rollover Transaction, the DMP Resource Class Shares are (a) first, issued by DMP Ltd. to the applicable flow-through limited partnership in reliance on the asset acquisition exemption from the dealer registration and prospectus delivery requirements under section 2.12 of NI 45-106; and (b) subsequently, distributed to limited partners of the flow-through limited partnership on the winding-up and dissolution of such flow-through limited partnership in reliance on the dealer registration and prospectus delivery exemptions under section 2.11 of NI 45-106.

The completion of the Mutual Fund Rollover Transaction or a Liquidity Alternative will be subject to the receipt of all approvals that may be necessary. **There can be no assurance that the Mutual Fund Rollover Transaction or a Liquidity Alternative will receive the necessary approvals or be implemented**.

The Mutual Fund Rollover Transaction is a conflict of interest matter under NI 81-107 that will be referred to the Independent Review Committee of the Partnership and DMP Ltd. Completion of the Mutual Fund Rollover Transaction will require the receipt of all necessary regulatory and other approvals, including the approval to proceed of the Independent Review Committee of the Partnership if the Mutual Fund Rollover Transaction is a conflict of interest matter. There can be no assurances that any such transaction will receive the necessary approvals. Furthermore, the Manager may determine, in its discretion, that it is in the best interests of Limited Partners not to implement the Mutual Fund Rollover Transaction in respect of some or all of the Partnership's assets.

Dynamic Managed Portfolios Ltd.

DMP Ltd. was formed on December 30, 2004 as a result of the merger of Canada Dominion Resource Fund Ltd. and CMP Fund Corporation. The head office and principal place of business of DMP Ltd. is at 1 Adelaide Street East, 29th Floor, Toronto, Ontario M5C 2V9. One of the Agents, Scotia Capital Inc., is an affiliate of the bank which is the sole shareholder of DMP Ltd.

DMP Ltd. currently offers the following seven classes of shares: (i) DMP Canadian Dividend Class; (ii) DMP Canadian Value Class; (iii) DMP Global Value Class; (iv) DMP Power Canadian Growth Class; (v) DMP Power Global Growth Class; (vi) DMP Resource Class; and (vii) DMP Value Balanced Class. The multiple-class structure allows investors to switch between different classes on a tax-deferred basis and reposition their investment portfolios to meet their individual investment requirements. A multiple-class structure for DMP Ltd. also provides DMP Ltd. with greater flexibility to provide existing and prospective investors with tailored products to meet their needs. For each class of shares of DMP Ltd. (other than common shares), the board of directors of DMP Ltd. is authorized to issue from time to time in one or more series such number of shares and with such rights, privileges, restrictions, conditions and designations for such series as are determined by the board of directors of DMP Ltd. in its discretion. Each class of shares of DMP Ltd. (other than common shares) is considered a separate mutual fund and has a different investment objective.

DMP Resource Class

The fundamental investment objective of DMP Resource Class is capital appreciation. DMP Resource Class is an actively managed portfolio which focuses on the Canadian resource sector and serves primarily as a rollover vehicle for investors in the Canada Dominion Resources Group and the CMP Group flow-through limited partnerships. The majority of the DMP Resource Class portfolio will be invested in equity securities of Canadian Resource Companies. Assets of the DMP Resource Class portfolio may also be invested in debt obligations or held in cash to the extent that economic, market or other conditions make it appropriate. The portfolio advisor of DMP Resource Class:

(a) will select investments by identifying securities that have the potential to increase in value in relation to their current price;

(b) will focus on Canadian companies of small to medium capitalizations in the resources sector, including but not limited to the oil and gas industry and mining sector. These investments typically represent companies whose total market capitalization is between approximately $600 million and $1.8 billion;

(c) will assess the financial parameters of a company, its market share and role in its industry, as well as the economic state of its industry. Measures, such as earnings, price/earnings multiples and market share growth, may be used to evaluate investments; and

(d) may conduct management interviews with companies to determine the corporate strategy and business plan, as well as to evaluate management capabilities.

It is anticipated that DMP Resource Class will also acquire securities in the future through acquiring certain assets of limited partnerships, including CMP Group and Canada Dominion Resources Group flow-through limited partnerships, subject to receipt of all necessary approvals. The assets proposed to be acquired by DMP Resource Class from these limited partnerships will be consistent with DMP Resource Class's investment objectives and will comply with standard investment restrictions of Canadian securities regulatory authorities. Any change to the fundamental investment objective of DMP Resource Class must be approved by a two-thirds majority of the votes cast at a meeting of the shareholders of DMP Resource Class called to consider the change.

DMP Resource Class is subject to certain restrictions and practices contained in securities legislation, including NI 81-102, which are designed in part to ensure that the investments of DMP Resource Class are diversified and relatively liquid and to ensure the appropriate administration of DMP Resource Class. DMP Resource Class is managed in accordance with these restrictions and practices, but has received exemptive relief from securities regulatory authorities from certain requirements in NI 81-102 as noted in the simplified prospectus for the DMP Funds. DMP may use warrants and derivatives, such as options, forward contracts, futures contracts and swaps to hedge investments against losses from factors like currency fluctuations, stock market risks and interest rate changes, or to invest directly in securities or financial markets, provided the investment is consistent with DMP Resource Class's investment objectives. If DMP Resource Class uses derivatives for purposes other than hedging, it will do so within the limits of applicable securities regulations. DMP Resource Class may enter into securities lending transactions in conjunction with DMP Resource Class's other investment strategies in a manner considered most appropriate by the portfolio advisor to achieve DMP Resource Class's investment objectives and to enhance DMP Resource Class's returns. DMP Resource Class is permitted to engage in short selling subject to certain limits and conditions imposed on DMP Resource Class by the Canadian securities regulators. This relief imposes limits and conditions on DMP Resource Class's short selling activities. DMP Resource Class will engage in short selling as a complement to DMP Resource Class's current primary discipline of buying securities with the expectation that they will appreciate in market value. DMP Resource Class may invest in precious metals when deemed appropriate by GCIC and has received approval from the Canadian securities regulators to permit DMP Resource Class to invest up to 10% of its net assets, taken at the market value thereof at the time of investment, in gold and silver (or the equivalent certificates or specified derivatives of which the underlying interest is gold or silver). DMP Resource Class may invest in securities of underlying funds. The proportions and types of underlying funds held by DMP Resource Class will be selected with consideration for the underlying fund's investment objectives and strategies, past performance and volatility among other factors.

A significant part of the assets currently held by DMP Resource Class are shares which were acquired by DMP Resource Class on a tax-deferred basis from certain limited partnerships, including Canada Dominion Resources Group flow-through limited partnerships and CMP Group flow-through limited partnerships. The tax cost to DMP Resource Class of the majority of these shares is nil and DMP Resource Class will therefore realize capital gains to the full extent of the net proceeds received for these shares when they are sold by DMP Resource Class. DMP Resource Class intends to pay capital gains dividends to holders of Series A, F and G shares of DMP Resource Class in sufficient amounts so that DMP Resource Class receives a refund of capital gains tax it would otherwise have to pay. Holders of Series A, F and G shares of DMP Resource Class may therefore receive capital gains dividends in excess of what they would have received if DMP Resource Class had not acquired these shares on a tax-deferred basis. Accordingly, shares are only suitable to be purchased by investors who are converting from one DMP Fund to another within DMP Ltd. or who are investing through registered retirement savings plans, registered retirement income funds, registered education savings plans, locked-in retirement accounts, life income funds, deferred profit sharing plans, locked-in retirement income funds, registered disability savings plans and tax-free savings accounts.

DMP Resource Class invests primarily in equity securities of Canadian Resource Companies and focuses on companies of small to medium capitalization. An investment in DMP Resource Class may be subject to a number of risks that are explained in detail in the simplified prospectus for the DMP Funds.

The net asset value per share of DMP Resource Class is determined on each day on which the TSX is open for business, or in the event that the TSX is not open for business on such day, the first day thereafter on which the TSX is open for business, unless the board of directors of DMP Ltd. has declared a suspension of the determination of the net asset value. As of December 8, 2011, the DMP Resource Class Shares had a net asset value of $21.57 per share. DMP Resource Class is managed and advised by GCIC. GCIC is paid a monthly fee equal to 1/12 of 2.25% of the average daily net asset value of DMP Resource Class for the month.

In addition, GCIC is entitled to a performance fee equal to 20% of the amount by which the net asset value of DMP Resource Class exceeds a threshold annualized increase of 12% (excluding the effect of distributions) calculated on the last day of each calendar year of DMP Resource Class. No performance fee will be payable in any calendar year unless: (a) cumulative total returns exceed a 12% cumulative return since inception on the original net asset value per share of $25.00 and (b) the total return for DMP Resource Class for such year exceeds the simple average of the annual total return of: (i) the Peters JP Index; (ii) the Peters SP Index; and (iii) the weighted average of (A) the Oil & Gas Exploration and Production Subgroup of the S&P/TSX Composite Index, (B) the Diversified Metals and Mining Subgroup of the S&P/TSX Composite Index, and (C) the Gold Subgroup of the S&P/TSX Composite Index. DMP Resource Class has received the approval of the Canadian securities regulatory authorities to include the Peters JP Index and the Peters SP Index as components of the performance fee benchmark applicable to DMP Resource Class despite the fact that those indexes are not "total return" indexes. GCIC considers the above benchmark to be appropriate given the investment objectives and strategies of DMP Resource Class and believes that the inclusion of the Peters JP Index and the Peters SP Index is appropriate given that DMP Resource Class focuses its investments on Canadian companies of small to medium capitalizations.

Further information on the DMP Funds, including a copy of the simplified prospectus for the DMP Funds, can be found at http://www.sedar.com. Information contained in the simplified prospectus for the DMP Funds is not part of this prospectus and is not incorporated herein by reference.

Summary of the Transfer Agreement

The Mutual Fund Rollover Transaction, if undertaken, will be effected pursuant to the terms of the Transfer Agreement. Completion of the Mutual Fund Rollover Transaction will be subject to the receipt of all approvals that may be necessary and the other conditions set forth in the Transfer Agreement. There can be no assurance that the Mutual Fund Rollover Transaction will receive the necessary approvals or be implemented. The Transfer Agreement provides for, among other things, the following terms and conditions:

(a) at the time at which the transfer is completed, DMP Ltd. will be a "mutual fund corporation" for purposes of the Tax Act;

(b) at the time at which the transfer is completed, DMP Ltd. will be a reporting issuer or the equivalent thereof not in default under the *Securities Act* (Ontario) and the securities legislation in every province and territory of Canada where holders of Units are resident;

(c) at the time at which the transfer is completed, a management agreement with respect to the management of the assets of DMP Ltd. will have been entered into and will be valid and enforceable;

(d) at the time at which the transfer is completed, all necessary regulatory approvals, if any, shall have been received; and

(e) at the time at which the transfer is completed, the approval to proceed of the Independent Review Committee of DMP Ltd. and the Partnership as contemplated by NI 81-107 shall have been obtained.

The Transfer Agreement also provides for:

(a) the Partnership and DMP Ltd. to execute and deliver such documents, transfers, deeds, assurances and procedures necessary, in the reasonable opinion of counsel, for the purposes of giving effect to the transfer; and

(b) DMP Ltd. to provide, on dissolution of the Partnership, evidence of the ownership of the DMP Resource Class Shares by each former Limited Partner.

The Transfer Agreement is assignable by DMP Ltd., and Partnership assets may be transferred, to any other open-end mutual fund corporation managed by GCIC or the Manager or an affiliate thereof. Pursuant to the Partnership Agreement, including the power of attorney granted under the provisions of the Partnership Agreement, the General Partner has been granted all necessary power on behalf of the Partnership and each Limited Partner to transfer the assets of the Partnership to DMP Ltd., to dissolve the Partnership thereafter and to file all elections deemed necessary or desirable by the General Partner required to be filed under the Tax Act and any other applicable tax legislation in connection with the Mutual Fund Rollover Transaction. The General Partner may in its sole discretion call a meeting of the Limited Partners to approve the transaction contemplated in the Transfer Agreement and, if such approval is sought, no Mutual Fund Rollover Transaction will be implemented if the Limited Partners determine by an Extraordinary Resolution not to proceed with such a transaction. If the Limited Partners determine by an Extraordinary Resolution not to proceed with the transaction contemplated by the Transfer Agreement, the Transfer Agreement will terminate.

Dissolution or Continuation

If the Mutual Fund Rollover Transaction is not completed, then, in the discretion of the General Partner, the Partnership may: (a) undertake a Liquidity Alternative as approved at a Special Meeting; (b) be dissolved and its net assets distributed *pro rata* to the Limited Partners; or (c) subject to approval by Extraordinary Resolution, continue in operation with an actively managed portfolio, in which case, it will follow a similar investment strategy to that described above in respect of DMP Resource Class.

If the Partnership continues in operation only until the Flow-Through Shares and other securities of Resource Companies are disposed of, the Partnership will invest the net proceeds of such dispositions, after repayment of indebtedness of the Partnership, including amounts owing under the Loan Facility, in High-Quality Money Market Instruments pending the distribution of the proceeds to the Limited Partners. At the time of dissolution of the Partnership, its assets will mainly consist of cash, Flow-Through Shares and other securities of Resource Companies. If at the time of dissolution such assets consist partly of Flow-Through Shares and other securities of Resource Companies in order to allow the assets of the Partnership to be distributed on a tax-deferred basis, each Limited Partner will receive an undivided interest in each asset of the Partnership equal to the Limited Partner's interest in the Partnership. Immediately thereafter, the undivided interest in each asset will be partitioned and former Limited Partners will receive Flow-Through Shares and such other assets of the Partnership in proportion to their former interests in the Partnership. In such circumstances, the General Partner will request that the transfer agent for each Resource Company provide share certificates registered in the name of each former Limited Partner.

USE OF PROCEEDS

The Partnership

The Partnership intends to use the Gross Proceeds as set forth in the table below. The table also shows an estimate of the Available Funds. The Partnership will endeavour to use the Available Funds to subscribe for Flow-Through Shares and other securities of Resource Companies in accordance with its investment objectives, guidelines and strategy described in this prospectus. The Gross Proceeds to the Partnership, Agents' fee, Offering expenses and Available Funds are set forth in the following table:

	Maximum Offering	Minimum Offering
Net Proceeds		
Gross Proceeds to the Partnership	$50,000,000	$10,000,000
Agents' fee[1]	$ 2,875,000	$ 575,000
Offering expenses[1]	$ 600,000	$ 200,000
Net proceeds to the Partnership	$46,525,000	$ 9,225,000
Available Funds		
Net proceeds to the Partnership	$46,525,000	$ 9,225,000
Proceeds of the Loan Facility[1]	$ 3,475,000	$ 775,000
2012 Partnership fees and expenses[2]	$(1,311,000)	$ (607,000)
Available Funds	$48,689,000	$ 9,393,000

Notes:

(1) The Agents' fee is 5.75% of the Subscription Price of each Unit sold. The expenses of this Offering are estimated by the Manager to be $400,000 in the case of the minimum Offering and $600,000 in the case of the maximum Offering. However, the Partnership's share of any Offering expenses is capped at 2% of the gross proceeds of the Offering ($200,000 in the case of the minimum Offering) and the Manager will pay any Offering expenses in excess of that amount. The Partnership's share of the Offering expenses, together with the Agents' fee, will be paid by the Partnership from the proceeds of the Loan Facility and are not deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2012. See "Fees and Expenses — Initial Fees and Expenses" and "Fees and Expenses — Loan Facility".

(2) The Partnership's on-going fees and expenses for the 2012 calendar year have been estimated by the Partnership and include the management fee and all expenses incurred in connection with the Partnership's operation and administration. The Partnership will fund on-going fees and expenses from either amounts reserved from the Gross Proceeds or the proceeds of the sale of Flow-Through Shares held by the Partnership. See "Fees and Expenses".

Proceeds of this Offering

The proceeds of this Offering will not be applied directly or indirectly for the benefit of Dundee Securities Ltd. except to the extent used for the payment of the portion of the Agents' fee and management fee payable to Dundee Securities Ltd. and with respect to fees payable to the General Partner as described under the headings "Organization and Management Details of the Partnership — General Partner" and "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Management". The Available Funds may be invested in Related Issuers or in "related issuers" or "connected issuers" of Dundee Securities Ltd. for the purposes of applicable securities laws that would otherwise be qualified investments for the Partnership and in accordance with the investment strategy of the Partnership. Fees may be paid to registered dealers (which may include Dundee Securities Ltd.) by Resource Companies with which the Partnership enters into Share Purchase Agreements as described under "Investment Strategies".

Subscription proceeds for this Offering will be received by the Agents, or such other registered dealers or brokers as are authorized by the Agents, and held in trust in a segregated account until subscriptions for the minimum Offering are received and other closing conditions of this Offering have been satisfied. If the minimum Offering is not subscribed for within 90 days after receipt of a Receipt in respect of this prospectus, this Offering may not continue and subscription proceeds will be returned to Subscribers, without interest or deduction, unless an amendment to this prospectus is filed.

The Partnership Agreement provides for the investment of the proceeds of the issue of Units and any interest accrued thereon in High-Quality Money Market Instruments until disbursement is required.

PLAN OF DISTRIBUTION

Pursuant to the Agency Agreement, the Agents have agreed to form and manage a selling group consisting of registered dealers and brokers to offer Units for sale to the public in each of the provinces and territories of Canada on a best efforts basis, if, as and when issued by the Partnership. The Partnership will pay to the Agents a sales commission equal to 5.75% of the Subscription Price for each Unit sold to a Subscriber under this Offering, and reimburse the Agents for reasonable expenses incurred in connection with this Offering.

The Initial Closing will take place after the conditions set forth below are satisfied. If, for any reason, the Initial Closing does not occur within 90 days after receipt of the Receipt in respect of this prospectus, this Offering may not continue and subscription proceeds will be returned to Subscribers, without interest or deduction, unless an amendment to this prospectus is filed. If less than the maximum number of Units is issued at the Initial Closing, additional Units may be offered (up to the maximum) and subsequent Closings may occur at any time after the date of the Initial Closing but not later than April 30, 2012.

This Offering consists of a minimum offering of 400,000 Units and a maximum offering of 2,000,000 Units. The Subscription Price of the Units is $25 per Unit, subject to a minimum purchase of two-hundred (200) Units. Additional subscriptions may be made in multiples of one Unit. The Subscription Price per Unit is payable in full at the time of Closing. The Subscription Price per Unit was established by the Manager.

The General Partner and Dundee Securities Ltd. participated in the decision to create the Partnership and, along with RBC Dominion Securities Inc. participated in the decision to distribute the Units pursuant to this prospectus and determined the terms of this Offering. RBC Dominion Securities Inc., and the remaining Agents participated in the due diligence activities performed in connection with this Offering.

The Initial Closing will occur if (a) subscriptions for at least 400,000 Units are accepted by the Manager; (b) all contracts described under "Material Contracts" have been executed and delivered to the Partnership and are valid and subsisting; and (c) all other conditions specified in the Agency Agreement for the Initial Closing (including receipt of all necessary regulatory approvals) have been satisfied or waived.

The Manager reserves the right to reject any subscription in whole or in part and to reject all subscriptions. If a subscription for Units is rejected or accepted in part, unused monies received will be returned forthwith to the Subscriber. If all subscriptions are rejected, subscription proceeds received will be returned forthwith to the Subscribers. Subscription proceeds pursuant to this Offering will be received by the Agents, or such other registered dealers or brokers as are authorized by the Agents, and held in trust in a segregated account until subscriptions for the minimum Offering are received and other closing conditions of this Offering have been satisfied.

The obligations of the Agents under the Agency Agreement may be terminated, and the Agents may withdraw all subscriptions for Units on behalf of Subscribers, in their discretion on the basis of their assessment of the state of the financial markets. This Offering may also be terminated upon the occurrence of certain stated events including any material adverse change in the business, personnel or financial condition of the General Partner or the Partnership.

At each Closing, non-certificated interests representing the aggregate Units subscribed for under the Offering will be recorded in the name of CDS, or its nominee, on the register of the Fund maintained by Computershare on the date of such Closing. Any purchase or transfer of Units must be made through CDS Participants, which includes registered dealers and brokers, banks, and trust companies. Indirect access to the Book-Entry Only System is also available to other institutions that maintain custodial relationships with a CDS Participant, either directly or indirectly. Each Subscriber will receive a customer confirmation of purchase from the CDS Participant through whom such Subscriber purchased Units in accordance with the practices and procedures of such CDS Participant.

No Limited Partner will be entitled to a certificate or other instrument from the General Partner, Computershare or CDS evidencing such Limited Partner's interest in or ownership of Units, nor, to the extent

applicable, will such Limited Partner be shown on the records maintained by CDS, except through an agent who is a CDS Participant. Distributions on Units, if any, will be made by the Partnership to CDS which will then be forwarded by CDS to its participants and thereafter to the Limited Partners.

The General Partner, on behalf of the Partnership, has the option to terminate the Book-Entry Only System through CDS, in which case CDS will be replaced or Unit certificates in fully registered form will be issued to Limited Partners as of the effective date of such termination.

RELATIONSHIP BETWEEN THE PARTNERSHIP AND AGENTS

The General Partner is a wholly-owned subsidiary of Dundee Securities Ltd., which is the Manager and one of the Agents, and consequently the Partnership is a "connected issuer" and a "related issuer" of Dundee Securities Ltd. for the purposes of applicable securities laws. The Partnership may also be considered to be a connected issuer of (a) BMO Nesbitt Burns Inc., one of the Agents, because BMO Nesbitt Burns Inc. is an affiliate of a bank which will, on the date of the Initial Closing, be a lender to the Partnership, (b) NGIC, the Portfolio Advisor, as it is an affiliate of the Manager and the General Partner and (c) Scotia Capital Inc., one of the Agents, which is an affiliate of the Sub-Advisor. A majority of the directors and officers of the General Partner are also directors and officers of Dundee Securities Ltd. or affiliates thereof. See "Conflicts of Interest". As described above, independent Agents participated in the structuring of, and independent Agents participated in the due diligence activities carried out in connection with, this Offering. The proceeds of this Offering will not be applied for the benefit of Dundee Securities Ltd. or BMO Nesbitt Burns Inc., or a "related issuer" of either.

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

The General Partner is a wholly-owned subsidiary of the Manager. The Manager will be entitled to receive the annual management fees and Performance Bonus (if any) described in this prospectus. Pursuant to the Management Agreement, the Manager is also entitled to receive fees for administrative or other services provided directly by the Manager to the Partnership, other than the management services that are already included in the management fees.

The General Partner is entitled to 0.01% of the net income and net loss of the Partnership. See "Organization and Management Details of the Partnership — General Partner" and "Organization and Management Details of the Partnership — Summary of the Partnership Agreement — Management".

PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD

Policies and Procedures

Subject to compliance with the provisions of applicable securities law, the Manager, in its capacity as manager, acting on the Partnership's behalf, has the right to vote proxies relating to the securities of Resource Companies in the Partnership's investment portfolio. In certain circumstances, the Manager may delegate this function to the Portfolio Advisor or Sub-Advisor as part of the advisor's discretionary authority to manage the Partnership's assets. In all cases, proxies must be voted in a manner consistent with the best interests of the Partnership and its Limited Partners.

Generally, proxies will be voted with management of a Resource Company on routine business, otherwise the Partnership will not own or maintain a position in the securities of that Resource Company. Examples of routine business applicable to a Resource Company are voting on the size, nomination and election of the board of directors and the appointment of auditors. All other special or non-routine matters will be assessed on a case-by-case basis with a focus on the potential impact of the vote on the value of the Partnership's investment in that Resource Company. Examples of non-routine business are stock based compensation plans, executive severance compensation arrangements, shareholders rights plans, corporate restructuring plans, going private transactions in connection with leveraged buyouts, lock-up arrangements, crown jewel defenses, supermajority approval proposals and stakeholder or shareholder proposals.

On occasion, the Manager, the Portfolio Advisor or the Sub-Advisor may abstain from voting a proxy or a specific proxy item when it is concluded that the potential benefit of voting the proxy of that Resource Company

is outweighed by the cost of voting the proxy. In addition, the Manager will not vote proxies received for securities of Resource Companies which are no longer held in the Partnership's investment portfolio.

Proxy Voting Conflicts of Interest

Where proxy voting could give rise to a conflict of interest or perceived conflict of interest, in order to balance the interest of the Partnership in voting proxies with the desire to avoid the perception of a conflict of interest, the Manager has instituted procedures to help ensure that the Partnership's proxy is voted in accordance with the business judgment of the person exercising the voting rights on behalf of the Partnership, uninfluenced by considerations other than the best interests of the Partnership.

The procedures for voting Resource Companies' proxies where there may be a conflict of interest include escalation of the issue to members of the Independent Review Committee for their consideration and advice, although the responsibility for deciding how to vote the Partnership's proxies and for exercising the vote remains with the Manager. The primary responsibility of the Independent Review Committee is to represent the interests of the investors in the funds managed by the Manager, including the Partnership, and for this purpose to act in an advisory capacity to the Manager.

Disclosure of Proxy Voting Guidelines and Record

The Partnership intends to rely on exemptive relief, which the Manager will apply for on behalf of the Partnership and other flow-through limited partnerships established by the Manager, from the requirements under NI 81-106, to maintain a proxy voting record. A copy of the Manager's proxy voting guidelines is available at www.dundeecapitalmarkets.com. Information contained at www.dundeecapitalmarkets.com is not part of this prospectus and is not incorporated herein by reference.

MATERIAL CONTRACTS

The material contracts that have been entered into by the Partnership or to which the Partnership will become a party on or prior to the date of the Initial Closing, other than contracts entered into in the ordinary course of business, are as follows:

(a) the Partnership Agreement referred to under "Organization and Management Details of the Partnership — Summary of the Partnership Agreement";

(b) the Management Agreement referred to under "Organization and Management Details of the Partnership — Details of the Management Agreement";

(c) the Administration Agreement referred to under "Organization and Management Details of the Partnership — Valuation Agent";

(d) the Portfolio Management Agreement referred to under "Organization and Management Details of the Partnership — Portfolio Advisor";

(e) the Sub-Advisory Agreement referred to under "Organization and Management Details of the Partnership — Sub-Advisor"

(e) the Custodian Agreement referred to under "Organization and Management Details of the Partnership — Custodian";

(f) the Agency Agreement referred to under "Plan of Distribution"; and

(g) the Transfer Agreement referred to under "Termination of the Partnership — Summary of the Transfer Agreement".

Once executed, a copy of the contracts referred to above may be inspected during normal business hours at the offices of the General Partner at 1 Adelaide Street East, 20th Floor, Toronto, Ontario M5C 2V9 throughout the period of distribution hereunder. The Partnership Agreement is also available (i) on SEDAR; and (ii) upon written request to the General Partner.

EXPERTS

The auditors of the Partnership are PricewaterhouseCoopers LLP, Chartered Accountants, who have prepared an independent auditor's report dated February 28, 2012 in respect of the Partnership's balance sheet as at February 28, 2012. PricewaterhouseCoopers LLP has advised that they are independent with respect to the Partnership within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

Legal matters in connection with the Offering of Units of the Partnership will be passed upon on behalf of the Partnership and the General Partner by Stikeman Elliott LLP and on behalf of the Agents by Blake, Cassels & Graydon LLP. As of the date hereof, the partners and associates of Stikeman Elliott LLP and Blake, Cassels & Graydon LLP beneficially own, directly or indirectly, less than 1% of the outstanding securities or other property of the Partnership.

EXEMPTIONS AND APPROVALS

The Manager intends to apply for relief by the Canadian securities regulators from the requirements in NI 81-106 of the Canadian securities regulators for the Partnership to file an annual information form, to maintain and prepare an annual proxy voting record, to post the proxy voting record on the Partnership's website and to provide it to Limited Partners upon request.

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for the particulars of these rights or consult with a legal adviser.

AUDITOR'S CONSENT

We have read the prospectus of Canada Dominion Resources 2012 Limited Partnership (the "Partnership") dated February 28, 2012 relating to the issue and sale of the Partnership units. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the use in the above mentioned prospectus of our report to the board of directors of Canada Dominion Resources 2012 Corporation, the General Partner of the Partnership, on the balance sheet of the Partnership as at February 28, 2012 and the related notes including a summary of significant accounting policies and other explanatory information.

Our report is dated February 28, 2012.

Toronto, Canada
February 28, 2012

(Signed) PRICEWATERHOUSECOOPERS LLP
Chartered Accountants,
Licensed Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Canada Dominion Resources 2012 Corporation, and
the General Partner of
Canada Dominion Resources 2012 Limited Partnership

We have audited the accompanying balance sheet of Canada Dominion Resources 2012 Limited Partnership as at February 28, 2012 and the related notes, which comprise a summary of significant accounting policies and other explanatory information.

The General Partner's responsibility for the financial statement

The General Partner is responsible for the preparation and fair presentation of the financial statement in accordance with Canadian generally accepted accounting principles, and for such internal control as the General Partner determines is necessary to enable the preparation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

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

Opinion

In our opinion, the financial statement presents fairly, in all material respects, the financial position of Canada Dominion Resources 2012 Limited Partnership as at February 28, 2012 in accordance with Canadian generally accepted accounting principles.

Toronto, Canada
February 28, 2012

(Signed) PricewaterhouseCoopers LLP
Chartered Accountants,
Licensed Public Accountants

BALANCE SHEET OF
CANADA DOMINION RESOURCES 2012 LIMITED PARTNERSHIP
February 28, 2012

Assets	
Cash	$ 35
Partners' Capital (Note 2)	
Initial Limited Partner	$ 25
General Partner	10
	$ 35

Approved on behalf of Canada Dominion Resources 2012 Limited Partnership by the Board of Directors of Canada Dominion Resources 2012 Corporation, as General Partner

(Signed) MURRAY JOHN
Director

(Signed) ROBERT SELLARS
Director

The accompanying notes are an integral part of this financial statement.

NOTES TO BALANCE SHEET OF
CANADA DOMINION RESOURCES 2012 LIMITED PARTNERSHIP
February 28, 2012

1. FORMATION OF THE PARTNERSHIP

Canada Dominion Resources 2012 Limited Partnership (the "Partnership") was formed as a limited partnership under the laws of the Province of Ontario on November 24, 2011. The Partnership has been inactive between the date of formation and the date of the balance sheet, other than the issuance of partnership units for cash. The general partner of the Partnership is Canada Dominion Resources 2012 Corporation (the "General Partner").

This balance sheet presents the financial position of the Partnership and as such, does not include all assets and liabilities of the partners.

2. PARTNERSHIP CAPITAL

The Partnership is authorized to issue an unlimited number of Units. Each Unit subjects the holder thereof to the same obligations and entitles such holder to the same rights as the holder of any other Unit, including the right to one vote at all meetings of the Limited Partners and to equal participation in any distribution made by the Partnership. There are no restrictions as to the maximum number of Units that a Limited Partner may hold in the Partnership, subject to limitations on the number of Units that may be held by "financial institutions" and provisions of securities legislation and regulations relating to take-over bids; however, the minimum subscription is two hundred (200) Units per Subscriber.

At the date of formation of the Partnership, the General Partner contributed $10 to the capital of the Partnership and one Unit was issued to CMP Limited Partner Inc., an affiliate of the General Partner and the initial limited partner of the Partnership, for $25 cash.

3. NATURE OF BUSINESS

The Partnership intends to invest in flow-through shares and other securities, if any, of resource companies in accordance with defined investment objectives, strategies and restrictions. In common with investment vehicles of this nature, the Partnership is subject to various risk factors including, but not limited to, the lack of a public market for the units of the Partnership, risks inherent in resource exploration, adverse fluctuations in the value of securities to be held by the Partnership, and illiquidity of flow-through shares and other securities, if any, of resource companies owned by the Partnership.

4. PAYMENTS TO GENERAL PARTNER

The General Partner will be responsible for the management of the Partnership in accordance with the terms and conditions of the Partnership Agreement. The General Partner will be entitled to 0.01% of the net income and net loss of the Partnership.

The General Partner will be reimbursed for expenses incurred in the performance of its duties, including professional fees.

5. PAYMENTS TO MANAGER

The Partnership has retained the Manager to provide investment, management, administrative and other services in accordance with the terms and conditions of the Management Agreement. The Manager will be entitled to an annual fee equal to 2% of the Net Asset Value.

In addition, the Manager will be entitled to the Performance Bonus, if any, payable on a per Unit basis, in an amount equal to 20% of the amount by which the Net Asset Value per Unit on the Performance Bonus Date (prior to giving effect to the Performance Bonus) plus any distributions per Unit paid during the period commencing on the date of the Initial Closing and ending on the Performance Bonus Date exceeds $28.

6. EXPENSES OF THE PARTNERSHIP

The expenses of the Offering are estimated by the Manager to be $400,000 in the case of the minimum Offering and $600,000 in the case of the maximum Offering. However, the Partnership's share of any Offering expenses is capped at 2% of the gross proceeds of the Offering ($200,000 in the case of the minimum Offering).

7. MATERIAL TRANSACTION

On February 28, 2012 the Partnership entered into an agency agreement for the issue and sale of up to 2,000,000 units of the Partnership at a price of $25 per unit, on a best efforts basis pursuant to a prospectus dated February 28, 2012.

8. SIGNIFICANT ACCOUNTING POLICIES

The financial statements will be prepared in accordance with Canadian generally accepted accounting principles (“GAAP”). In applying GAAP, management may make estimates and assumptions that affect the reported amounts of assets, liabilities, income and expenses during any reporting year. Actual results could differ from those estimates. The following is a summary of significant accounting policies that will be followed by the Partnership in the preparation of its financial statements.

Issue Costs

Issue costs incurred in connection with the offering are charged to equity.

Cash and Cash Equivalents

Cash is comprised of cash on deposit and is stated at its carrying value.

Valuation of Partnership Units for Transaction Purposes

Net Asset Value per Unit on any day will be obtained by dividing the Net Asset Value on such day by the number of Units then outstanding.

CERTIFICATE OF THE PARTNERSHIP, THE MANAGER AND THE PROMOTERS

Dated: February 28, 2012

This prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Yukon Territory, Nunavut and Northwest Territories.

CANADA DOMINION RESOURCES 2012 CORPORATION

(Signed) MURRAY JOHN
President and Chief Executive Officer
of the General Partner

(Signed) ROBERT SELLARS
Chief Financial Officer
of the General Partner

On Behalf of the Board of Directors of Canada Dominion Resources 2012 Corporation, as General Partner, on Behalf of the Partnership

(Signed) MURRAY JOHN
Director

(Signed) ROBERT SELLARS
Director

(Signed) JOANNE FERSTMAN
Director

On Behalf of the Promoters

CANADA DOMINION RESOURCES 2012 CORPORATION
as Promoter

By: (Signed) MURRAY JOHN
Chief Executive Officer

DUNDEE SECURITIES LTD.
as Manager and Promoter

(Signed) LOUIS CAVALARIS
Chief Compliance Officer (and signing as
Chief Executive Officer of the Manager)

(Signed) ROBERT SELLARS
Chief Financial Officer of the Manager

On Behalf of the Board of Directors of Dundee Securities Ltd.,
as Manager and Promoter

(Signed) LOUIS CAVALARIS
Director

(Signed) ROBERT SELLARS
Director

(Signed) DOUGLAS GLOVER
Director

CERTIFICATE OF THE AGENTS

Dated: February 28, 2012

To the best of our knowledge, information and belief, this prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador, Yukon Territory, Nunavut and Northwest Territories.

RBC DOMINION SECURITIES INC.

By: (Signed) EDWARD V. JACKSON

CIBC WORLD MARKETS INC.

By: (Signed) MICHAEL D. SHUH

SCOTIA CAPITAL INC.

By: (Signed) BRIAN D. MCCHESNEY

NATIONAL BANK FINANCIAL INC.

By: (Signed) TIMOTHY D. EVANS

BMO NESBITT BURNS INC.

By: (Signed) ROBIN G. TESSIER

DUNDEE SECURITIES LTD.

By: (Signed) BRETT WHALEN

TD SECURITIES INC.

By: (Signed) CAMERON GOODNOUGH

MACQUARIE CAPITAL MARKETS CANADA LTD.

By: (Signed) MICHAEL P. MACKASEY

CANACCORD GENUITY CORP.

By: (Signed) RON SEDRAN

MANULIFE SECURITIES INCORPORATED

By: (Signed) WILLIAM PORTER

RAYMOND JAMES LTD.

By: (Signed) J. GRAHAM FELL

DESJARDINS SECURITIES INC.

By: (Signed) BETH A. SHAW

GMP SECURITIES L.P.

By: (Signed) NEIL SELFE

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