

**ANNUAL INFORMATION FORM**

**TOP 10 CANADIAN FINANCIAL TRUST**

**March 30, 2009**

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## **THE FUND**

Top 10 Canadian Financial Trust (the “Fund”), formerly Digital World Trust, is an investment trust established under the laws of the Province of Ontario pursuant to a trust agreement dated as of February 15, 2000, as amended from time to time (the “Trust Agreement”), between Mulvihill Fund Services Inc. (“Mulvihill” or the “Manager”), as manager, and RBC Dexia Investor Services Trust (the “Trustee”), as trustee. Mulvihill is a wholly owned subsidiary of Mulvihill Capital Management Inc. (“MCM” or the “Investment Manager”), the investment manager of the Fund.

The principal office of the Fund, of Mulvihill and of MCM is located at 121 King Street West, Standard Life Centre, Suite 2600, Toronto, Ontario, M5H 3T9. The phone number, website address and e-mail address of Mulvihill is (416) 681-3900 or toll-free at 1-800-725-7172, [www.mulvihill.com](http://www.mulvihill.com) and [hybrid@mulvihill.com](mailto:hybrid@mulvihill.com).

### **Security Offerings and Reorganization**

On February 23, 2000, the Fund completed its initial public offering of 7,500,000 units (“Units”) at a price of \$15.00 per Unit. On March 16, 2000, the Fund completed an additional offering of 80,000 Units at a price of \$15.00 per Unit pursuant to the exercise of an over-allotment option granted to the Fund’s agents in connection with the Fund’s initial public offering. The Trust Agreement was amended on August 2, 2005 to effect a reorganization (the “Reorganization”) of the Fund. The Reorganization was approved at a meeting of holders of Units (“Unitholders”) on August 2, 2005 and involved the following changes:

- (a) a change in the name of the Fund to “Top 10 Canadian Financial Trust”;
- (b) an amendment to the investment strategy and investment restrictions of the Fund to permit the Fund to invest in the Financial Portfolio (as defined below);
- (c) an amendment to the investment objectives of the Fund;
- (d) a reduction in the fees payable to Mulvihill and MCM from a total of 1.20% per annum on the net asset value (“NAV”) of the Fund to 1.10% per annum on the NAV of the Fund from and after August 2, 2005;
- (e) the introduction of an annual service fee of 0.30% per annum of the NAV of the Units;
- (f) an extension of the termination date of the Fund from December 31, 2009 to December 31, 2010 (the “Termination Date”); and
- (g) follow-on offerings of Units on a non-dilutive basis.

In connection with the Reorganization, on December 2, 2005, the Units of the Fund were consolidated on a five to one basis.

On October 18, 2005, the Fund completed a follow-on offering of 9,000,000 Units at a price of \$16.10 per Unit. On October 28, 2005, the Fund completed an additional offering of 400,000 Units at a price of \$16.10 per Unit pursuant to the exercise of an over-allotment option granted to the Fund’s agents in connection with the follow-on offering described above.

The outstanding Units are listed on the Toronto Stock Exchange (“TSX”) under the symbol TCT.UN.

### **INVESTMENT OBJECTIVES AND STRATEGY**

The Fund has established the following investment goals in connection with its Units:

- (a) to provide Unitholders of the Fund with tax-efficient quarterly cash distributions in an amount targeted to be 7.5% per annum on the NAV of the Fund; and

- (b) to return the follow-on issue price of \$16.10 per Unit to Unitholders upon termination of the Fund on the Termination Date.

These goals are in addition to the Fund's investment objectives set forth below. Based upon the existing capital loss carry forwards available to the Fund, the Fund expects that all of the quarterly cash distributions payable by it over the life of the Fund will be return of capital distributions that are generally not subject to tax (returns of capital reduce the adjusted cost base of Units). Accordingly, these distributions are intended to be tax efficient when compared to those made on units of a trust that depends solely on capital gains, interest, dividends and/or other sources of investment income (net of expenses, losses and loss carry forwards) to pay distributions.

The Fund's investment objectives are:

- (a) to provide Unitholders of the Fund with a stable stream of quarterly cash distributions in an amount targeted to be 7.5% per annum on the NAV of the Fund; and
- (b) to return the NAV per Unit as of August 2, 2005 (on a post-consolidated basis) of \$15.60 to Unitholders upon termination of the Fund on the Termination Date.

The Fund invests in a portfolio (the "Financial Portfolio") consisting of securities of: (a) the six largest Canadian banks and (b) the four largest Canadian life insurance companies. The Fund will generally invest not less than 5% and not more than 15% of the Fund's assets in each of the companies in the Financial Portfolio.

The Financial Portfolio currently includes the common shares of the following issuers:

<b>Banks</b>	<b>Life Insurance Companies</b>
Bank of Montreal	Great-West Lifeco Inc.
The Bank of Nova Scotia	Industrial Alliance Insurance and Financial Services Inc.
Canadian Imperial Bank of Commerce	Manulife Financial Corporation
National Bank of Canada	Sun Life Financial Inc.
Royal Bank of Canada	
The Toronto-Dominion Bank	

The Financial Portfolio is actively managed by MCM, the Fund's investment manager. To generate additional returns above the dividend income earned on the Financial Portfolio, the Fund will, from time to time, write covered call options in respect of all or part of the securities in the Financial Portfolio. In addition, the Fund may hold a portion of its assets in cash equivalents which may be used to provide cover in respect of the writing of cash covered put options in respect of securities in which the Fund is permitted to invest. The composition of the Financial Portfolio, the securities which are subject to call options and put options and the terms of such options will vary, from time to time, based upon MCM's assessment of market conditions.

## **STATUS OF THE FUND**

While the Fund is technically considered to be a mutual fund under the securities legislation of certain provinces of Canada, the Fund is not a conventional mutual fund and has obtained exemptions from certain requirements of Canadian securities laws relating to mutual funds.

The Fund differs from conventional mutual funds in a number of respects, most notably as follows: (a) while the Units of the Fund may be surrendered at any time for redemption, the redemption price is payable monthly whereas the securities of most conventional mutual funds are redeemable daily; (b) the Units of the Fund have a stock exchange listing whereas the securities of most conventional mutual funds do not; and (c) unlike most conventional mutual funds, the Units are not offered on a continuous basis.

## **DESCRIPTION OF THE UNITS**

The Fund is authorized to issue an unlimited number of transferable, redeemable trust units of one class, each of which represents an equal, undivided interest in the net assets of the Fund.

All Units have equal rights and privileges except that Units issued to a trust managed by Mulvihill or an affiliate of Mulvihill all or part of whose investment strategy is to track performance of the Units of the Fund (a “Related Trust”), a counterparty to a forward agreement entered into with a Related Trust (a “Counterparty”) or an entity designated by a Counterparty (a “Designated Party”) may be redeemed at NAV on any Valuation Date. Except as set forth under “Unitholder Matters — Acts Requiring Unitholder Approval”, each whole Unit is entitled to one vote at all meetings of Unitholders and is entitled to participate equally with respect to any and all distributions made by the Fund, including distributions of net income and net realized capital gains, and distributions upon the termination of the Fund. Units are issued only as fully paid and are non-assessable. Fractions of Units are proportionately entitled to all of these rights except voting rights.

The provisions or rights attaching to the Units may only be modified, amended or varied with the consent of Unitholders given in accordance with provisions contained in the Trust Agreement as described herein under the heading “Unitholder Matters — Acts Requiring Unitholder Approval”.

On December 16, 2004, the *Trust Beneficiaries’ Liability Act, 2004* (Ontario) came into force. This statute provides that holders of units of a trust are not, as beneficiaries, liable for any act, default, obligation or liability of the trust if, when the act or default occurs or the liability arises, (a) the trust is a reporting issuer under the *Securities Act* (Ontario), and (b) the trust is governed by the laws of Ontario. The Fund is a reporting issuer under the *Securities Act* (Ontario) and it is governed by the laws of Ontario by virtue of the provisions of the Trust Agreement.

The Fund may issue additional Units at NAV without Unitholder approval to a Related Trusts, Counterparty or a Designated Party. Except for additional Units which may be issued to Related Trusts, Counterparties or a Designated Party, the Fund does not currently intend to issue additional Units except: (a) by way of private placement or public offering where the net proceeds per Unit to be received by the Fund are not less than the most recently calculated NAV per Unit prior to the date of the setting of the subscription price by the Fund; (b) on a distribution of Units or on an automatic reinvestment of distributions of net income or net realized capital gains; or (c) with the approval of Unitholders.

## **Distributions**

The Fund pays quarterly cash distributions of net income, net realized capital gains and option premiums to Unitholders on the last day of each quarter in each year in an amount targeted to be 7.5% per annum of the NAV of the Fund. The Fund has determined to base the distributions it pays on the NAV of the Fund in order to better facilitate the preservation and enhancement of the Fund’s NAV and to enable Unitholders to benefit from any increases in the NAV of the Fund through the resulting increased distributions. The quarterly distributions will be determined using the last NAV prior to the declaration date for the distribution.

Based on the current level of dividends, distributions and option premiums available under current market conditions and the anticipated expenses of the Fund, it is believed that such quarterly cash distributions are sustainable. However, there can be no assurance that the Fund will be able to make distributions at such rate.

The amount of distributions in any particular calendar quarter are determined by Mulvihill, as manager, having regard to the investment objectives of the Fund, the net income and net realized capital gains of the Fund during the calendar quarter and in the year to date, the net income and net realized capital gains of the Fund anticipated in the balance of the year and distributions made in previous calendar quarters.

If, in any year after such distributions, there would otherwise remain in the Fund additional net income or net realized capital gains, the Fund intends to make, on December 31 of that year, a special distribution of such portion of the remaining net income and net realized capital gains as is necessary to ensure that the Fund will not be liable for income tax thereon under the *Income Tax Act* (Canada) (the “Tax Act”).

Cash distributions are payable in Canadian dollars to Unitholders of record at 5:00 p.m. (Toronto time) on the record date which will generally be on or about the fifteenth day before such distribution date. All cash distributions, except those reinvested pursuant to a distribution reinvestment plan (the “Plan”), are paid by cheque to Unitholders proportionately based on their respective holdings of Units and are mailed to Unitholders at their addresses listed in

the register of Unitholders to be maintained by the Fund's registrar and transfer agent or paid in such other manner as may be agreed to by the Trustee.

Each Unitholder is mailed annually, no later than March 31, information necessary to enable such Unitholder to complete an income tax return with respect to amounts paid or payable by the Fund in respect of the preceding taxation year of the Fund.

### **Distribution Reinvestment Plan**

A Unitholder may elect to reinvest distributions received from the Fund in additional Units by notifying the Fund's transfer agent that the Unitholder wishes to participate in the Plan. Distributions will be automatically reinvested on behalf of those Unitholders electing to participate in the Plan.

Distributions payable to participants in the Plan (the "Participants") will be paid to Computershare Trust Company of Canada in its capacity as agent under the Plan (the "Plan Agent") and applied to purchase Units. Such purchases will either be made from the Fund through the purchase of new Units or in the market. If the 20 day weighted average trading price of a Unit on the TSX for the 20 trading days preceding the distribution date (or, if the distribution date is not a business day, on the last business day before the distribution date) plus applicable commissions or brokerage charges (collectively, the "Market Price") is less than the NAV per Unit as at that date, the Plan Agent will apply the distribution to purchase Units in the market. If the Market Price of the Units on the applicable distribution date is greater than the NAV per Unit, the Plan Agent will apply the distribution to purchase Units from the Fund through the issue of new whole Units at a price per Unit equal to the greater of (a) NAV per Unit on the distribution date; and (b) 95% of such Market Price on the distribution date.

Purchases in the market will be made during the 15 business day period next following the distribution date at such times as the Market Price of the Units is less than the NAV per Unit as at the distribution date. Upon the expiration of such period, the unused part, if any, of the distribution attributable to the Participants will be used to purchase Units from the Fund on the basis set forth above. The Units purchased in the market or from the Fund will be furnished to each Participant in proportion to their share of the distribution. The Plan Agent will furnish to each Participant a report of the Units purchased for that account. The Plan Agent's charges for administering the Plan will be paid by the Fund. The reinvestment of distributions under the Plan will not relieve participants of any income tax applicable to such distributions.

Participants may terminate their participation in the Plan at any time by written notice to the Plan Agent and thereafter distributions payable to such Participants will be made in cash. The Trustee may terminate the Plan, in its sole discretion, upon not less than thirty days' notice to the Participants.

### **Redemption of Units**

Units may be surrendered at any time for redemption to Computershare Investor Services Inc., the Fund's registrar and transfer agent, but will be redeemed only on the monthly Valuation Date (as defined below). Units surrendered for redemption by a Unitholder at least five business days prior to the last day of a month (a "Valuation Date") will be redeemed on such Valuation Date and the Unitholder will receive payment on or before the fifteenth day following such Valuation Date (the "Redemption Payment Date"). If a Unitholder makes such surrender after 5:00 p.m. (Toronto time) on the fifth business day immediately preceding a Valuation Date, the Units will be redeemed on the Valuation Date in the following month and the Unitholder will receive payment for the Units on the Redemption Payment Date in respect of such Valuation Date.

Unitholders whose Units are redeemed on the December Valuation Date in each year will be entitled to receive a redemption price per Unit (the "Unit Redemption Price") equal to the NAV per Unit determined as of such Valuation Date. Unitholders whose Units are redeemed on any other Valuation Date will be entitled to receive a redemption price per Unit equal to the NAV per Unit determined as of such other Valuation Date, less the lesser of (a) 4% of the NAV per Unit as of such other Valuation Date; and (b) \$0.60, except Units that may be issued to and held by a Related Trust, Counterparty or a Designated Party, which may be redeemed at NAV per Unit on any Valuation Date. Any unpaid distribution payable on or before a Valuation Date in respect of Units tendered for redemption on such Valuation Date will also be paid on the Redemption Payment Date.

The redemption right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under “Book-Entry Only System” below. Such surrender will be irrevocable upon the delivery of notice to CDS Clearing and Depository Services Inc. (“CDS”) through a participant in the CDS book-based system (a “CDS Participant”), except with respect to those Units which are not paid for by the Fund on the relevant Redemption Payment Date.

### **Resale of Units Tendered for Redemption**

The Fund has entered into an agreement (a “Recirculation Agreement”) with RBC Dominion Securities Inc. (the “Recirculation Agent”) whereby the Recirculation Agent has agreed to use commercially reasonable efforts to find purchasers for any Units tendered for redemption prior to the relevant Valuation Date, provided that the holder of the Units so tendered has not withheld consent thereto. The Fund may, but is not obligated to, require the Recirculation Agent to seek such purchasers and, in such event, the amount to be paid to the Unitholder on the Redemption Payment Date will be an amount equal to the proceeds of the sale of the Units less any applicable commission, provided that such amount will not be less than the Unit Redemption Price described above.

Subject to the Fund’s right to require the Recirculation Agent to use commercially reasonable efforts to find purchasers for any Units tendered for redemption prior to the relevant Valuation Date, any and all Units which have been surrendered to the Fund for redemption are deemed to be outstanding until (but not after) the close of business on the relevant Valuation Date, unless not redeemed thereon, in which event such Units will remain outstanding.

### **Suspension of Redemptions**

Mulvihill may direct the Trustee to suspend the redemption of Units or payment of redemption proceeds: (a) during any period when normal trading is suspended on the TSX; or (b) with the prior permission of the Ontario Securities Commission (if required), for any period not exceeding 120 days during which Mulvihill determines that conditions exist which render impractical the sale of assets of the Fund or which impair the ability of the Trustee to determine the value of the assets of the Fund. The suspension may apply to all requests for redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All holders of Units making such requests shall be advised by Mulvihill of the suspension and that the redemption will be effected at a price determined on the first Valuation Date following the termination of the suspension. All such Unitholders shall have and shall be advised that they have the right to withdraw their requests for redemption. The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over the Fund, any declaration of suspension made by Mulvihill shall be conclusive.

### **Purchase for Cancellation**

Subject to applicable law, the Fund may at any time or times purchase Units for cancellation at prices not exceeding the NAV per Unit on the Valuation Date immediately prior to such purchase.

### **Normal Course Issuer Bids**

Under the terms of a normal course issuer bid that expired on May 8, 2008, the Fund could purchase up to a maximum of 903,449 Units. No Units were purchased by the Fund pursuant to the bid. At the beginning of May, 2008, the Fund made another normal course issuer bid. Pursuant to the bid, the Fund can purchase, if it considers advisable, up to a maximum of 747,531 Units (representing approximately 10% of the Fund’s public float as of April 29, 2008). The Fund may not purchase more than 150,106 Units (representing approximately 2% of the Fund’s 7,505,319 issued and outstanding Units as of April 29, 2008) in any 30-day period under the bid. The bid will remain in effect until the earlier of May 8, 2009, the termination of the bid by the Fund or the Fund purchasing the maximum number of Units permitted under the bid. As at March 30, 2009, no Units had been purchased by the Fund pursuant to the bid.

### **BOOK-ENTRY ONLY SYSTEM**

Registration of interests in and transfers of the Units are made only through the book-entry only system administered by CDS (the “book-entry only system”). Units must be purchased, transferred and surrendered for redemption

through a CDS Participant. All rights of an owner of Units must be exercised through, and all payments or other property to which such owner is entitled will be made or delivered by, CDS or the CDS Participant through which the owner holds such Units. Upon purchase of any Units, the owner will receive only the customary confirmation. References in this annual information form to a holder of Units means, unless the context otherwise requires, the owner of the beneficial interest in such Units.

The ability of a beneficial owner of Units to pledge such Units or otherwise take action with respect to such owner's interest in such Units (other than through a CDS Participant) may be limited due to the lack of a physical certificate.

An owner of Units who desires to exercise redemption privileges thereunder must do so by causing a CDS Participant to deliver to CDS (at its office in the City of Toronto) on behalf of the owner a written notice of the owner's intention to redeem Units, no later than 5:00 p.m. (Toronto time) on the relevant notice date. An owner who desires to redeem Units should ensure that the CDS Participant is provided with notice (the "Redemption Notice") of his intention to exercise his redemption privilege sufficiently in advance of the relevant notice date so as to permit the CDS Participant to deliver notice to CDS by the required time. The Redemption Notice will be available from a CDS Participant or Computershare Investor Services Inc., the Fund's registrar and transfer agent. Any expense associated with the preparation and delivery of Redemption Notices will be for the account of the owner exercising the redemption privilege.

By causing a CDS Participant to deliver to CDS a notice of the owner's intention to redeem Units, an owner shall be deemed to have irrevocably surrendered his Units for redemption and appointed such CDS Participant to act as his exclusive settlement agent with respect to the exercise of the redemption privilege and the receipt of payment in connection with the settlement of obligations arising from such exercise.

Any Redemption Notice which CDS determines to be incomplete, not in proper form or not duly executed shall for all purposes be void and of no effect and the redemption privilege to which it relates shall be considered for all purposes not to have been exercised thereby. A failure by a CDS Participant to exercise redemption privileges or to give effect to the settlement thereof in accordance with the owner's instructions will not give rise to any obligations or liability on the part of the Fund to the CDS Participant or to the owner.

The Fund has the option to terminate registration of the Units through the book-entry only system in which case certificates for Units in fully registered form would be issued to beneficial owners of such Units or to their nominees.

## **UNITHOLDER MATTERS**

### **Acts Requiring Unitholder Approval**

The following matters require the approval of Unitholders (excluding Units held by or voted by a Related Trust, unless such Units are voted as directed by holders of units of such Related Trust or as otherwise required by securities regulatory authorities) by a two-thirds majority vote (other than items (c), (f), (g) and (l) which require approval by a simple majority vote) at a meeting called and held for such purpose:

- (a) a change in the fundamental investment objectives and strategy of the Fund as described under "Investment Objectives and Strategy";
- (b) a change in the investment criteria of the Fund as described under "Investment Restrictions";
- (c) the entering into by the Fund of transactions involving derivatives other than: (i) the writing of covered call options or cash covered put options; (ii) the purchase of call options or put options and the entering into of trades by the Fund to close out positions in such derivatives; (iii) the purchase of put options to protect the Fund from declines in the market prices of individual securities or in the value of its securities as a whole; and (iv) the use of derivatives permitted under National Instrument 81-102 - *Mutual Funds* ("NI 81-102") to hedge the Fund's foreign exchange exposure;

- (d) any change in the basis of calculating fees or other expenses that are charged to the Fund which could result in an increase in charges to the Fund;
- (e) a change of the manager of the Fund, other than a change resulting in an affiliate of such person assuming such position or, except as described herein, a change in the investment manager or trustee of the Fund, other than a change resulting in an affiliate of such person assuming such position;
- (f) a decrease in the frequency of calculating the NAV per Unit or of redeeming Units;
- (g) a change of the auditors of the Fund;
- (h) a reorganization with, or transfer of assets to, another mutual fund, if:
  - (i) the Fund ceases to continue after the reorganization or transfer of assets; and
  - (ii) the transaction results in Unitholders becoming securityholders in the other mutual fund;
- (i) a reorganization with, or acquisition of assets of, another mutual fund, if:
  - (i) the Fund continues after the reorganization or acquisition of assets;
  - (ii) the transaction results in the securityholders of the other mutual fund becoming Unitholders of the Fund, and
  - (iii) the transaction would be a material change to the Fund;
- (j) a termination of the Investment Management Agreement (except as described under “Investment Management Agreement”);
- (k) a termination of the Fund prior to the Termination Date;
- (l) an extension of the Fund beyond the Termination Date; and
- (m) an amendment, modification or variation in the provisions or rights attaching to the Units.

Mulvihill and the Trustee may, without the approval of or notice to Unitholders, amend the Trust Agreement for certain limited purposes specified therein, including to:

- (a) remove any conflicts or other inconsistencies which may exist between any terms of the Trust Agreement and any provisions of any law or regulation applicable to or affecting the Fund;
- (b) make any change or correction in the Trust Agreement which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;
- (c) bring the Trust Agreement into conformity with National Instrument 81-102 – *Mutual Funds* (“NI 81-102”) or other applicable laws, rules and policies of Canadian securities regulators or with current practice within the securities industry, provided that any such amendment does not adversely affect the pecuniary value of the interest of any Unitholder;
- (d) maintain the status of the Fund as a “mutual fund trust” for the purposes of the Tax Act; or
- (e) provide added protection to Unitholders.

Except for changes to the Trust Agreement which require the approval of Unitholders or changes described above which do not require approval or prior notice to Unitholders, the Trust Agreement may be amended from time to time by Mulvihill and the Trustee upon not less than 30 days' prior written notice to Unitholders.

### **Reporting to Unitholders**

The Fund will deliver to each Unitholder annual and semi-annual financial statements of the Fund.

### **INVESTMENT RESTRICTIONS**

The Fund is subject to certain investment criteria that, among other things, limit the common shares and other securities the Fund may acquire to comprise the Financial Portfolio. The Fund's investment criteria may not be changed without the approval of the Unitholders by a two-thirds majority vote at a meeting called for such purpose. The Fund's investment criteria provide that the Fund may:

- (a) purchase securities of an issuer only if such securities are common equity securities of issuers included in the Financial Portfolio. The Fund will generally invest not less than 5% and not more than 15% of the Fund's assets in the securities of each issuer in the Financial Portfolio;
- (b) not purchase equity securities of issuers other than those permitted under paragraph (a) and may only purchase debt securities if such securities are cash equivalents;
- (c) write a call option in respect of any security only if such security is actually held by the Fund at the time the option is written;
- (d) not dispose of any security included in the Financial Portfolio that is subject to a call option written by the Fund unless such option has either terminated or expired;
- (e) write put options in respect of any security only if (i) the Fund is permitted to invest in such security, and (ii) so long as the options are exercisable, the Fund continues to hold cash equivalents sufficient to acquire the securities underlying the options at the aggregate strike price of such options;
- (f) reduce the total amount of cash equivalents held by the Fund, only if the total amount of cash equivalents held by the Fund remains an amount not less than the aggregate strike price of all outstanding put options written by the Fund;
- (g) not enter into any arrangement (including the acquisition of securities for the Financial Portfolio and the writing of covered call options in respect thereof) where the result is a dividend rental arrangement for the purposes of the Tax Act;
- (h) purchase put options on individual securities in the Financial Portfolio or exchange-traded indexed put options and purchase call options and put options with the effect of closing out existing call options and put options written on the Fund;
- (i) purchase derivatives or enter into derivatives or other transactions to facilitate achieving the investment objectives of the Fund;
- (j) not make or hold any investment that would result in more than 10% (by fair market value) of the Fund's property being "taxable Canadian property" or other "specified property" as described in proposed amendments to the Tax Act released by the Minister of Finance (Canada) on September 16, 2004;
- (k) not make or hold any investments that would result in the Fund failing to qualify as a "mutual fund trust" or a "unit trust" within the meaning of the Tax Act; and
- (l) not make or hold any investment that would result in the Fund becoming a "SIFT trust" as defined in subsection 122.1(1) of the Tax Act.

In addition, but subject to, these investment criteria, the Fund has adopted the standard investment restrictions and practices set forth in NI 81-102. A copy of such standard investment restrictions and practices will be provided by the Manager to any person on request.

The Fund has obtained an exemption from certain of the provisions of NI 81-102 including:

- (a) Subsection 2.1(1) – to permit the Fund to invest, in general, not less than 5% and not more than 15% of its assets exclusively in the securities of each issuer in the Financial Portfolio; and
- (b) Section 13.1 – to permit the Fund to calculate NAV once each week.

### **Use of Other Derivative Instruments**

The Fund may purchase put options on individual securities in the Financial Portfolio or exchange-traded indexed put options in order to protect the Fund from declines in the market prices of the individual securities in the Financial Portfolio or in the value of the Financial Portfolio as a whole. The Fund may enter into trades to close out positions in such permitted derivatives. In addition to writing covered call options and cash covered put options, and to the extent permitted by Canadian securities regulators, from time to time, the Fund may purchase call options and put options with the effect of closing out existing call options and put options written by the Fund.

### **Securities Lending**

In order to generate additional returns, the Fund may lend Financial Portfolio securities to securities borrowers acceptable to the Fund pursuant to the terms of a securities lending agreement between the Fund and any such borrower (a “Securities Lending Agreement”). Under a Securities Lending Agreement: (a) the borrower will pay to the Fund a negotiated securities lending fee and will make compensation payments to the Fund equal to any distributions received by the borrower on the securities borrowed; (b) the securities loans must qualify as “securities lending arrangements” for the purposes of the Tax Act; and (c) the Fund will receive prescribed collateral security. Currently, the Fund does not lend securities. Any future securities lending by the Fund will be done in accordance with NI 81-102.

### **CALCULATION OF NET ASSET VALUE AND NET ASSET VALUE PER UNIT**

The NAV of the Fund on a particular date will be equal to the aggregate value of the assets of the Fund, less the aggregate value of the liabilities of the Fund, including any income, net realized capital gains or other amounts payable to Unitholders on or before such date expressed in Canadian dollars at the applicable exchange rate on such date. The “NAV per Unit” on any day is obtained by dividing the NAV of the Fund on such day by the number of Units then outstanding.

The NAV per Unit will be calculated once each week at the close of business. In the last week of the month, the NAV per Unit will be calculated on the last day of the month at the close of business. Such information will be provided by Mulvihill to Unitholders on request.

In determining the NAV per Unit of the Fund at any time:

- (a) the value of common shares and other securities will be the last board lot sale price of such common shares or other securities on the principal stock exchange on which they are traded prior to the determination of the NAV of the Fund or, if no such sale price is available at that time, the closing price quoted for the security provided that where bid and ask quotes are available, at the average of the bid and the asked price instead of at the quoted closing price;
- (b) where a covered clearing corporation option, option on futures or an over-the-counter option is written, the option premium received by the Fund will, so long as the option is outstanding, be reflected as a deferred credit which will be valued at an amount equal to the current market value of an option which would have the effect of closing the position; any difference resulting from revaluation shall be treated as an unrealized gain or loss on investment. The deferred credit shall be deducted in arriving at the NAV;

- (c) the value of any cash on hand or on deposit, prepaid expenses, cash dividends or distributions declared and interest accrued and not yet received, shall be deemed to be the face amount thereof unless the Trustee determines that any such asset is not worth the face amount thereof, in which event the value thereof shall be deemed to be such value as the Trustee determines to be the fair value thereof;
- (d) the value of a futures contract or of a forward contract shall be the gain or loss with respect thereto that would be realized if, on the Valuation Date, the position in the futures contract or the forward contract, as the case may be, were to be closed out unless “daily limits” are in effect, in which case fair value shall be based on the current market value of the underlying interest;
- (e) margin paid or deposited in respect of futures contracts and forward contracts shall be reflected as an account receivable and margin consisting of assets other than cash shall be noted as held as margin;
- (f) money-market instruments shall be valued at cost plus accrued interest at the calculation time;
- (g) if a Valuation Date is not a business day, then the securities comprising the Financial Portfolio and other Fund property will be valued as if such Valuation Date were the preceding business day;
- (h) the value of all assets of the Fund quoted or valued in terms of foreign currency, the value of all funds on deposit and contractual obligations payable to the Fund in foreign currency and the value of all liabilities and contractual obligations payable by the Fund in foreign currency shall be determined using the applicable rate of exchange current at, or as nearly as practicable to, the date as of which the NAV is computed; and
- (i) if an investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Trustee to be inappropriate under the circumstances, then notwithstanding such rules, the Trustee shall make such valuation as it considers fair and reasonable. The discretion to deviate from the foregoing rules has not been exercised within the past three years.

The above principles are used to calculate the net asset value of the Fund for all purposes other than financial reporting. This valuation policy differs from the valuation method required for financial statement reporting purposes under the Canadian Institute of Chartered Accountants Handbook (the “CICA Handbook”). The CICA Handbook requires that portfolio securities in an active market be valued using the latest available bid price. The primary differences between the valuation policy of the Fund and the approach in the CICA Handbook is that the Fund will generally determine the fair value of its equity securities traded on a stock exchange by using the closing price on the exchange. For bonds, debentures and other debt obligations (excluding money-market instruments), the Fund will generally use the average of the bid and ask prices to determine the fair value.

## **RESPONSIBILITY FOR OPERATIONS**

### **The Manager**

Pursuant to the Trust Agreement, Mulvihill is the manager of the Fund and, as such, is responsible for providing or arranging for required administrative services to the Fund including, without limitation: authorizing the payment of operating expenses incurred on behalf of the Fund; preparing financial statements and financial and accounting information as required by the Fund; ensuring that Unitholders are provided with financial statements (including interim and annual financial statements) and other reports as are required by applicable law from time to time; ensuring that the Fund complies with regulatory requirements and applicable stock exchange listing requirements; preparing the Fund’s reports to Unitholders and the Canadian securities regulatory authorities; providing the Trustee with information and reports necessary for it to fulfil its fiduciary responsibilities; determining the amount of distributions to be made by the Fund; and negotiating contractual agreements with third-party providers of services, including registrars, transfer agents, auditors and printers.

Mulvihill shall exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of Unitholders, and in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent manager would exercise in similar circumstances.

Mulvihill may resign as manager of the Fund upon 60 days' notice to the Fund and to the Unitholders or upon such lesser notice period as the Trustee may accept. If Mulvihill resigns it may appoint its successor but, unless its successor is an affiliate of Mulvihill, its successor must be approved by Unitholders. If Mulvihill is in material default of its obligations under the Trust Agreement and such default has not been cured within 30 days after notice of same has been given to Mulvihill, the Trustee shall give notice thereof to Unitholders and the Unitholders may direct the Trustee to remove Mulvihill and appoint a successor manager.

Mulvihill is entitled to fees for its services under the Trust Agreement and will be reimbursed for all reasonable costs and expenses incurred by Mulvihill on behalf of the Fund. In addition, Mulvihill and each of its directors, officers, employees and agents will be indemnified by the Fund for all liabilities, costs and expenses incurred in connection with any action, suit or proceeding that is proposed or commenced or other claim that is made against Mulvihill or any of its officers, directors, employees or agents in the exercise of its duties as manager, except those resulting from Mulvihill's wilful misconduct, bad faith, negligence or breach of its obligations under the Trust Agreement.

The management services of Mulvihill under the Trust Agreement are not exclusive and nothing in the Trust Agreement prevents Mulvihill from providing similar management services to other investment funds and other clients (whether or not their investment objectives and policies are similar to those of the Fund) or from engaging in other activities.

### **The Investment Manager**

MCM manages the Fund's investment portfolio in a manner consistent with the investment objectives, strategy and criteria of the Fund pursuant to an investment management agreement (the "Investment Management Agreement") made between Mulvihill as manager and on behalf of the Fund and MCM dated February 15, 2000, as amended on August 2, 2005.

MCM was incorporated in 1984 by The Canada Trust Company under the name CT Investment Counsel Inc. ("CTIC") to manage the institutional pension fund business of The Canada Trust Company. In 1985, The Canada Trust Company and The Canada Permanent Trust Company amalgamated resulting in all of the pension assets managed by The Canada Permanent Trust Company being transferred to CTIC management. In addition, the investment professionals of The Canada Permanent Trust Company joined the CTIC team.

In February 1995, John P. Mulvihill purchased 100% of CTIC from The Canada Trust Company and changed CTIC's name to Mulvihill Capital Management Inc.

### ***Investment Management Agreement***

The services provided by MCM pursuant to the Investment Management Agreement include making all investment decisions for the Fund and managing the call option writing and put option writing of the Fund, all in accordance with the investment objectives, strategy and criteria of the Fund. Decisions as to the purchase and sale of securities and as to the execution of all portfolio and other transactions will be made by MCM. In the purchase and sale of securities for the Fund and the writing of option contracts, MCM will seek to obtain overall services and prompt execution of orders on favourable terms.

Under the Investment Management Agreement, MCM is required to act at all times on a basis which is fair and reasonable to the Fund, to act honestly and in good faith with a view to the best interests of the Unitholders of the Fund and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in comparable circumstances. The Investment Management Agreement provides that MCM shall not be liable in any way for any default, failure or defect in any of the securities of the Fund, nor shall it be liable if it has satisfied the duties and standard of care, diligence and skill set forth above. MCM will, however, incur liability in cases of wilful misfeasance, bad faith, negligence or breach of its obligations under the Investment Management Agreement.

The Investment Management Agreement, unless terminated as described below, will continue in effect until the termination of the Fund on the Termination Date. The Trustee may terminate the Investment Management

Agreement if MCM has committed certain events of bankruptcy or insolvency or is in material breach or default of the provisions thereof and such breach has not been cured within 30 days after notice thereof has been given to MCM by the Trustee. Except as described above, MCM cannot be terminated as investment manager of the Fund.

Except as set out below, MCM may not terminate the Investment Management Agreement or assign the same except to an affiliate of MCM, without Unitholder approval. MCM may terminate the Investment Management Agreement if the Fund is in material breach or default of the provisions thereof and such breach or default has not been cured within 30 days of notice of same to the Trustee or if there is a material change in the fundamental investment objectives, strategy or criteria of the Fund.

If the Investment Management Agreement is terminated, Mulvihill will promptly appoint a successor investment manager to carry out the activities of MCM until a meeting of Unitholders is held to confirm such appointment.

MCM is entitled to fees for its services under the Investment Management Agreement and will be reimbursed for all reasonable costs and expenses incurred by MCM on behalf of the Fund. In addition, MCM and each of its directors, officers, employees and agents will be indemnified by the Fund for all liabilities, costs and expenses incurred in connection with any action, suit or proceeding that is proposed or commenced or other claim that is made against MCM or any of its officers, directors, employees or agents in the exercise of its duties as investment manager, except those resulting from MCM's wilful misconduct, bad faith, negligence or breach of its obligations under the Investment Management Agreement.

### **Independent Review Committee**

National Instrument 81-107 – *Independent Review Committee for Investment Funds* (“NI 81-107”) requires all publicly offered investment funds, including the Fund, to establish an independent review committee to whom the manager of the fund must refer all conflict of interest matters for review or approval. NI 81-107 also imposes obligations upon the manager to establish written policies and procedures for dealing with conflict of interest matters, maintain records in respect of those matters and provide assistance to the independent review committee in carrying out its functions. The independent review committee is required to conduct regular assessments and provide reports to the manager and securityholders in respect of its activities.

The members of the independent review committee (the “IRC”) of the Fund and the other Mulvihill funds are Michael M. Koerner, Robert W. Korthals and Robert G. Bertram. Mr. Bertram replaced C. Edward Medland as a member of the IRC effective January 1, 2009, following the passing of the latter. The aggregate compensation paid by the Fund to the members of the IRC for the year ended December 31, 2008 was \$4,266.75.

### **The Advisory Board**

The Fund has established an advisory board (the “Advisory Board”) currently consisting of five members appointed by Mulvihill to assist Mulvihill in performing its services under the Trust Agreement. The following are the names, municipalities of residence and principal occupations of each member of the Advisory Board of the Fund:

<i>Name and Municipality of Residence</i>	<i>Principal Occupation</i>
John P. Mulvihill Toronto, Ontario	Chairman and President, MCM
Michael M. Koerner <sup>(1)</sup> Toronto, Ontario	Corporate Director
Robert W. Korthals <sup>(1)</sup> Toronto, Ontario	Corporate Director
Robert G. Bertram <sup>(1)</sup> Aurora, Ontario	Corporate Director

Sheila Szela Toronto, Ontario	Vice-President, Finance and Chief Financial Officer, MCM
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(1) Independent of the Manager.

During the past five years all of the Advisory Board members have held the principal occupations noted opposite their respective names, or other occupations with their current employer or a predecessor company with the exception of Robert G. Bertram, who served as Executive Vice President of the Ontario Teachers Pension Plan Board from 1990 until 2008. The independent Advisory Board members are paid an annual fee of \$5,000 and a fee for each Advisory Board meeting attended of \$300. All fees and expenses of the Advisory Board are paid by the Fund.

Each member of the Advisory Board, other than Mr. Koerner, Ms. Szela and Mr. Bertram, has served as a member of the Advisory Board since its initial public offering. Mr. Koerner became an Advisory Board member on June 16, 2000, Ms. Szela became an Advisory Board member on November 23, 2004 and Mr. Bertram became an Advisory Board member on January 1, 2009. Each member of the Advisory Board has been appointed by the Manager and will serve until his or her successor is appointed.

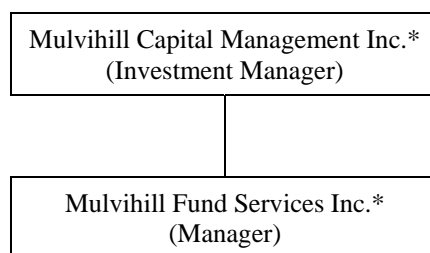
### Directors and Officers of the Manager

The name and municipality of residence, position held with Mulvihill and current principal occupation of each of the directors and officers of Mulvihill are as follows:

<i>Name and Municipality of Residence</i>	<i>Office or Position with Mulvihill</i>	<i>Principal Occupation</i>
John P. Mulvihill Toronto, Ontario	Chairman, President and Director	Chairman and President, MCM
Sheila Szela Toronto, Ontario	Chief Financial Officer and Director	Vice-President, Finance and Chief Financial Officer, MCM

Mr. Mulvihill has held his current positions with Mulvihill and MCM for the past five years. Ms. Szela was appointed as Chief Financial Officer and a director of Mulvihill in November, 2004. She joined MCM in June 2002 as Vice-President, Finance and was appointed to the position of Chief Financial Officer in November 2004.

MCM owns the sole outstanding share of Mulvihill, as shown below.



\* Fees received by these entities from the Fund are disclosed in the audited financial statements of the Fund.

As of March 26, 2009, John P. Mulvihill owned of record and beneficially 95,073 shares (100%) of MCM Group Holdings Inc., the sole shareholder of MCM.

## Directors and Officers of the Investment Manager

The name and municipality of residence and position of each of the directors and officers of MCM are as follows:

<i>Name and Municipality of Residence</i>	<i>Office or Position with MCM</i>
John P. Mulvihill Toronto, Ontario	Chairman, President, Chief Executive Officer, Secretary and Director
Donald Biggs Ancaster, Ontario	Senior Vice-President
John Germain Toronto, Ontario	Vice-President
Supriya Kapoor Toronto, Ontario	Vice-President
Peggy Shiu Toronto, Ontario	Vice-President
Sheila Szela Toronto, Ontario	Vice-President, Finance and Chief Financial Officer
Jack Way Toronto, Ontario	Vice-President

Except as indicated below, each of the foregoing has held his or her current office or has held a similar office in MCM during the five years preceding the date hereof. Prior to joining MCM in October 2004, Ms. Kapoor was Director, Compliance Operations from October 2002 to October 2004 for Assante Advisory Services and Manager, Regulatory Affairs & Compliance from October 2000 to October 2002 for BMO Investments Inc.

All the individuals on the team responsible for investment management at MCM have significant experience in managing investment portfolios. The officers of MCM who are primarily responsible for the management of the Fund's portfolio are John P. Mulvihill and Donald Biggs. Also assisting in the management of the portfolio are: Jack Way, John Germain, Jeff Dobson and Dylan D'Costa.

**John P. Mulvihill**, Chairman of MCM, is the senior portfolio manager of MCM and has over 30 years of investment management experience. Prior to purchasing CTIC from The Canada Trust Company in 1995, Mr. Mulvihill had been Chairman of CTIC since 1988. At CTIC he had primary responsibility for the asset allocation and portfolio management of CTIC's pension and mutual fund assets.

**Donald Biggs**, Senior Vice-President of MCM, has extensive experience in managing derivative instruments. Prior to joining MCM in 1997, Mr. Biggs was Vice-President, Bonds and Cash Management at OMERS where he had overall responsibility for Derivative Products.

**Jack Way** has been with MCM since August 1998 and brings an extensive background in asset management with over 23 years of experience as an investment manager during which he spent considerable time working in the U.S. market.

**John Germain** has been with MCM and the Structured Products Team since March 1997. Prior to joining MCM, he had been employed at Merrill Lynch Canada Inc. since 1992. For the last two years of his employment at Merrill Lynch Canada Inc., he was a member of the Fixed Income Trading Group.

**Jeff Dobson**, Portfolio Manager, joined MCM in April 2001 after nearly 16 years at Scotia Capital. He brings extensive experience in portfolio management, especially in the use of equity options. His most recent position prior to joining MCM involved managing a portfolio comprised of equity options, their underlying stocks, as well as equity index derivatives.

**Dylan D’Costa**, Portfolio Manager, has been with MCM and the Structured Products Team since January 2001 where he has worked extensively on valuing, pricing and trading equity options. Prior to joining MCM, he had been employed at CIBC Mellon where he worked with the valuations group.

## **CORPORATE GOVERNANCE**

The Advisory Board of the Fund is responsible for the overall stewardship of the Fund’s business and affairs. Mulvihill, the Fund’s manager, administers many functions associated with the operations of the Fund pursuant to the Trust Agreement. Under this agreement, the Manager is responsible for certain day to day operations of the Fund including the payment of distributions on its Units and attending to the redemption of Units in accordance with their terms.

The Advisory Board consists of five members, three of whom are independent of the Manager. The Fund believes that the number of Advisory Board members is appropriate for the Fund and only members independent of the Manager are compensated. Amounts paid as compensation are reviewed for adequacy to ensure that they realistically reflect the responsibilities and risk involved in being an effective member of the Advisory Board. Individual members may engage an outside advisor at the expense of the Fund in appropriate circumstances subject to the approval of the Fund.

The Advisory Board is responsible for developing the Fund’s approach to governance issues and, together with the Investment Manager, is evolving a best practices governance procedure. The Fund maintains an Investor Relations line and website to respond to inquiries from Unitholders.

Mulvihill has adopted policies, procedures and guidelines concerning the governance of the Fund and to ensure the proper management of the Fund. These policies, procedures and guidelines aim to monitor and manage the business, risks and internal conflicts of interest relating to the Fund, and to ensure compliance with regulatory and corporate requirements.

In addition, MCM has an asset mix committee consisting of the following senior officers: John Mulvihill, Donald Biggs, Peggy Shiu, Jack Way and John Germain. The investment process for the Fund begins at the asset mix committee. Members of this committee meet monthly to examine macro-economic variables and relationships among dominant economic factors. This process culminates in an outlook for the various capital markets around the world and provides the fundamental basis for MCM’s long-term market outlook. These views are integrated into the investment decision making process at the portfolio management level. The asset mix committee of MCM oversees investment decisions made by the portfolio managers of the Fund and reports to John Mulvihill, the sole director and chairman, president, chief executive officer and secretary of MCM.

The Fund may use derivatives as permitted by the policies of Canadian securities authorities and consistent with the investment objectives and restrictions of the Fund and with the investment policies set by the asset mix committee of MCM. Policies, procedures and guidelines regarding investing in derivatives, including objectives and goals for derivatives trading and the risk management procedures applicable to such trading are reviewed by Mulvihill on a regular basis. If the Fund uses derivatives, it will hold enough assets to cover any obligations it has under the derivative contracts. The exposure of the Fund to derivatives is monitored daily by both senior management and the internal accounting group of Mulvihill.

Mulvihill and MCM also employ certain risk assessment tools including mark to market valuing of securities, reporting and monitoring of securities exposure and reconciliations of security transactions.

Because Unitholders may only redeem their Units on notice for payment not more frequently than monthly, they cannot engage in short-term trading of the Fund’s securities with the Fund and the Fund has no policies and procedures in relation to such activities.

## **Proxy Voting Policy**

The Fund has adopted the following proxy guidelines (the “Proxy Guidelines”) with respect to the voting of proxies received by it relating to voting securities held by the Fund. The Proxy Guidelines establish standing policies and

procedures for dealing with routine matters, as well as the circumstances under which deviations may occur from such standing policies. A general description of certain such policies is outlined below.

(a) *Auditors*

The Fund will generally vote for proposals to ratify auditors except where non-audit-related fees paid to such auditors exceed audit-related fees.

(b) *Board of Directors*

The Fund will vote for nominees of management on a case-by-case basis, examining the following factors: independence of the board and key board committees, attendance at board meetings, corporate governance positions, takeover activity, long-term company performance, excessive executive compensation, responsiveness to shareholder proposals and any egregious board actions. The Fund will generally withhold votes from any nominee who is an insider and sits on the audit committee or the compensation committee. The Fund will also withhold support from those individual nominees who have attended fewer than 75% of the board meetings held within the past year without a valid excuse for these absences.

(c) *Compensation Plans*

The Fund will vote on matters dealing with share-based compensation plans on a case-by-case basis. The Fund will review share-based compensation plans with a primary focus on the transfer of shareholder wealth. The Fund will generally vote for compensation plans only where the cost is within the industry maximum except where (i) participation by outsiders is discretionary or excessive or the plan does not include reasonable limits on participation or (ii) the plan provides for option re-pricing without shareholder approval. The Fund will generally also vote against any proposals to re-price options, unless such re-pricing is part of a broader plan amendment that substantially improves the plan and provided that (i) a value-for-value exchange is proposed; (ii) the top five paid officers are excluded; and (iii) exercised options do not go back into the plan or the company commits to an annual burn rate cap.

(d) *Management Compensation*

The Fund will vote on employee stock purchase plans (“ESPPs”) on a case-by-case basis. The Fund will generally vote for broadly based ESPPs where all of the following apply: (i) there is a limit on employee contribution; (ii) the purchase price is at least 80% of fair market value; (iii) there is no discount purchase price with maximum employer contribution of up to 20% of employee contribution; (iv) the offering period is 27 months or less; and (v) potential dilution is 10% of outstanding securities or less. The Fund will also vote on a case-by-case basis for shareholder proposals targeting executive and director pay, taking into account the issuer’s performance, absolute and relative pay levels as well as the wording of the proposal itself. The Fund will generally vote for shareholder proposals requesting that the issuer expense options or that the exercise of some, but not all options be tied to the achievement of performance hurdles.

(e) *Capital Structure*

The Fund will vote on proposals to increase the number of securities of an issuer authorized for issuance on a case-by-case basis. The Fund will generally vote for proposals to approve increases where the issuer’s securities are in danger of being de-listed or if the issuer’s ability to continue to operate is uncertain. The Fund will generally vote against proposals to approve unlimited capital authorization.

(f) *Constituting Documents*

The Fund will generally vote for changes to constituting documents that are necessary and can be classified as “housekeeping”. The following amendments will be opposed:

- (i) the quorum for a meeting of shareholders is set below two persons holding 25% of the eligible vote (this may be reduced in the case of a small organization where it clearly has difficulty achieving quorum at a higher level, but the Fund will oppose any quorum below 10%);

- (ii) the quorum for a meeting of the board of directors should not be less than 50% of the number of directors; and
- (iii) the chair of the board has a casting vote in the event of a deadlock at a meeting of directors if that chair is not an independent director.

The Proxy Guidelines also include policies and procedures pursuant to which the Fund will determine how to cause proxies to be voted on non-routine matters including shareholder rights plans, proxy contests, mergers and restructurings and social and environmental issues.

The Proxy Guidelines apply to proxy votes that present a conflict between the interests of Mulvihill, MCM or an entity related thereto, on the one hand, and the interests of the securityholders of the Fund, on the other.

The Fund has retained ISS Governance Services, a subsidiary of RiskMetrics Group to administer and implement the Proxy Guidelines for the Fund.

The Proxy Guidelines are available upon request at no cost by calling toll-free at 1-800-725-7172 or by e-mail at [hybrid@mulvihill.com](mailto:hybrid@mulvihill.com).

The Fund maintains annual proxy voting records for the period beginning July 1 and ending June 30 of each year. These records are available after August 31 of each year at no cost by calling toll-free 1-800-725-7172 or on Mulvihill's website at [www.mulvihill.com](http://www.mulvihill.com).

## **BROKERAGE ARRANGEMENTS**

The Investment Manager has been delegated authority to determine the brokerage arrangements of the Fund. Decisions that the Investment Manager may make as to the purchase and sale of portfolio securities and the execution of portfolio transactions for the Fund, including the selection of markets and dealers and the negotiation of commissions, are based on elements such as price, speed of execution, certainty of execution and total transactions costs.

During the year, certain companies provided investment decision-making services to the Manager and the Investment Manager. These included access to news wire services, real time and historical data, analyses and reports concerning various securities, company-specific research and opinions, quantitative and fundamental analyses, as well as trade execution and analyses through traditional and electronic trading platforms. The following companies provided such services: Bloomberg Tradebook Canada Company, BMO Capital Markets Corp., CIBC World Markets Inc., Citibank Canada Investment Funds Limited, International Strategy & Investment Group Inc., National Bank Financial Inc., RBC Capital Markets Corporation, Sanford C. Bernstein & Co., LLC, TD Securities Inc. and UBS Securities Canada Inc.

## **TRUSTEE AND CUSTODIAN**

RBC Dexia Investor Services Trust, as successor to The Royal Trust Company, is the trustee of the Fund and acts as custodian of the assets of the Fund under the Trust Agreement. Pursuant to the terms of the Trust Agreement, the assets of the Fund may also be held by subcustodians.

The Trustee is responsible for certain aspects of the day-to-day administration of the Fund as described in the Trust Agreement, including executing instruments on behalf of the Fund, processing redemptions, calculating NAV, net income and net realized capital gains of the Fund and maintaining the books and records of the Fund.

The Trustee may resign upon 60 days' notice to Unitholders and Mulvihill or such lesser notice as Mulvihill may accept. The Trustee may be removed with the approval of a two-thirds majority vote cast at a meeting of Unitholders called for such purpose or by Mulvihill in the event the Trustee has committed certain events of bankruptcy or insolvency or is in material breach or default of its obligations under the Trust Agreement which breach has not been cured within 30 days after notice thereof has been given to the Trustee. Any such resignation or removal shall become effective only upon the acceptance of appointment by a successor. If the Trustee resigns or is removed by

Mulvihill, its successor may be appointed by Mulvihill. The successor must be approved by Unitholders if the Trustee is removed by Unitholders. If no successor has been appointed within 60 days, the Trustee or any Unitholder may apply to a court of competent jurisdiction for the appointment of a successor.

The address of the Trustee is 77 King Street West, 7th Floor, Toronto, Ontario, M5W 1P9.

The Trustee receives fees from the Fund for acting as trustee and custodian of the assets of the Fund and performing certain administrative services under the Trust Agreement and is reimbursed for all expenses and liabilities which are properly incurred by the Trustee in connection with the activities of the Fund.

## **REGISTRAR AND TRANSFER AGENT**

Computershare Investor Services Inc. at its principal offices in Toronto is the registrar and transfer agent for the Units. The register of the Fund is kept in Toronto, Ontario.

## **AUDITORS**

The auditors of the Fund are Deloitte & Touche LLP, Bay Wellington Tower - Brookfield Place, 181 Bay Street, Suite 1400, Toronto, Ontario, M5J 2V1.

## **CANADIAN FEDERAL INCOME TAX CONSIDERATIONS**

The following is a summary of the principal Canadian federal income tax considerations generally relevant to holders of Units who are individuals (other than trusts) and who, for purposes of the Tax Act, are resident in Canada, deal at arm's length with the Fund and hold their Units as capital property (each a "Holder"). This summary is based upon the facts set out in this annual information form, the current provisions of the Tax Act, the regulations thereunder, and the Fund's understanding of the current administrative and assessing practices of the Canada Revenue Agency (the "CRA") and all specific proposals to amend the Tax Act and regulations thereunder publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "Proposed Amendments"). No assurances can be given that the Proposed Amendments will become law as proposed or at all.

This summary is based on the following assumptions:

- (a) the Fund was not established and will not be maintained primarily for the benefit of non-resident persons;
- (b) the Fund will not make or hold any investment that would result in the Fund becoming a "SIFT trust" for purposes of the Tax Act. Among other requirements, in order for the Fund to so qualify:
  - (i) the Fund must not hold "securities" of a "subject entity", other than a "portfolio investment entity" (as defined in the Tax Act) if such securities have a total fair market value that is greater than 10% of the fair market value of all of the issued and outstanding shares or interests in such entity; and
  - (ii) the Fund must not hold "securities" of a "subject entity", other than a "portfolio investment entity" (as defined in the Tax Act) if, together with all of the securities that the Fund holds of entities affiliated with the particular subject entity, such securities have a total fair market value that is greater than 50% of the fair market value of all of the issued and outstanding Units of the Fund;
- (c) none of the issuers of the securities acquired or held by the Fund will be foreign affiliates of the Fund or of any Holder;
- (d) none of the securities acquired or held by the Fund will be a "tax shelter investment" within the meaning of section 143.2 of the Tax Act; and
- (e) none of the securities acquired or held by the Fund will be a "participating interest", other than an "exempt interest", in a "foreign investment entity" or a "tracking entity", or an interest in a non-resident trust other than an "exempt foreign trust" under tax proposals relating to foreign investment entities and non-resident trusts.

**This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units and does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, other than the Proposed Amendments. This summary does not deal with foreign, provincial or territorial income tax considerations, which may differ from the federal considerations summarized herein.**

**This summary is of a general nature only and does not constitute legal or tax advice to any particular Unitholder. Unitholders are advised to consult their own tax advisors with respect to the tax consequences to them of an investment in Units in their individual circumstances.**

### **Status of the Fund**

Provided that the Fund meets certain prescribed conditions (“minimum distribution requirements”) relating to the number of Unitholders, dispersal of ownership of Units and public trading of its Units at such time and provided that its sole undertaking is and continues to be the investing of its funds in property (other than real property or an interest in real property) as described in this annual information form, the Fund will qualify at a particular time as a “mutual fund trust” as defined in the Tax Act. This summary assumes that the Fund will satisfy the minimum distribution and other requirements to qualify at all relevant times as a mutual fund trust. An additional condition to qualify as a mutual fund trust for purposes of the Tax Act is that the Fund may not be established or maintained primarily for the benefit of non-resident persons unless, at all times, substantially all of its property consists of property other than “taxable Canadian property” within the meaning of the Tax Act. If certain Tax Proposals released on September 16, 2004 are enacted as proposed, the Fund would cease to qualify as a mutual fund trust for purposes of the Tax Act if, at any time after 2004, the fair market value of all Units held by non-residents, or partnerships that are not “Canadian partnerships” for the purpose of the Tax Act, or any combination of the foregoing, is more than 50% of the fair market value of all issued and outstanding Units unless no more than 10% (based on fair market value) of the Fund’s property is at any time “taxable Canadian property” within the meaning of the Tax Act and certain other types of specified property. Bill C-52, which received Royal Assent on June 22, 2007, amended the relevant provision of the Tax Act such that a trust is deemed not to be a mutual fund trust after any time when it can be reasonably considered that the trust was established or maintained primarily for the benefit of non-resident persons, unless at that time all or substantially all of its property is property other than taxable Canadian property. It is not clear whether this amendment supersedes the Tax Proposals released on September 16, 2004. The Fund’s investment restrictions prohibit the Fund from exceeding these limits and restrictions on the ownership of Units are intended to limit the number of Units held by non-residents such that non-residents, partnerships that are not Canadian partnerships, or any combination of the foregoing, may not own Units representing more than 50% of the fair market value of all Units.

If the Fund were not to qualify as a mutual fund trust, the income tax consequences described below would in some respects be materially different.

Under the Tax Act, trusts or partnerships (defined as “SIFT trusts” and “SIFT partnerships”, respectively) the securities of which are listed or traded on a public market and that hold one or more “non-portfolio properties” (as defined in the Tax Act) are effectively taxed on income and capital gains in respect of such non-portfolio properties at combined rates comparable to the rates that apply to income earned and distributed by Canadian public corporations. Distributions of such income received by unitholders of SIFT trusts (and allocations of such income made to members of SIFT partnerships) are treated as eligible dividends from a taxable Canadian corporation. This summary assumes that the Fund will at no time be a SIFT trust.

### **Taxation of the Fund**

The Fund is subject to tax in each taxation year under Part I of the Tax Act on the amount of its income for the year computed pursuant to the Tax Act, including net realized taxable capital gains, less the portion thereof that it claims in respect of the amount paid or payable to Unitholders in the year. Income tax paid by the Fund on any net realized capital gains not paid or payable to its Unitholders is recoverable by the Fund to the extent and in the circumstances provided in the Tax Act.

In determining the income of the Fund, premiums received by the Fund on covered call options and cash covered put options written by the Fund (and which are not exercised prior to the end of the year) will constitute capital gains

of the Fund in the year received, and gains or losses realized upon dispositions of securities of the Fund (whether upon the exercise of call options written by the Fund or otherwise) will constitute capital gains or capital losses of the Fund in the year realized unless the Fund is considered to be trading or dealing in securities or otherwise carrying on a business of buying and selling securities or the Fund has acquired the securities in a transaction or transactions considered to be an adventure in the nature of trade. The Fund has purchased the Financial Portfolio with the objective of earning dividends thereon over the life of the Fund including dividends on securities acquired upon the exercise of cash covered put options written by the Fund, will write covered call options with the objective of increasing the yield on the Financial Portfolio beyond the dividends received on the Financial Portfolio and will write cash covered put options to increase returns and to reduce the net cost of purchasing securities subject to put options. In accordance with CRA's published administrative practice, transactions undertaken by the Fund in respect of covered options and shares will be treated and reported for purposes of the Tax Act on capital account and designations by the Fund with respect to its income and capital gains, as described below, will be made and reported to Holders on this basis. Premiums received by the Fund on covered call (or cash covered put) options which are exercised in the taxation year in which the option is written by the Fund are added in computing the proceeds of disposition (deducted in computing the adjusted cost base) to the Fund of the securities disposed of (acquired by) the Fund on exercise of such call (put) options.

The Fund has elected in accordance with the Tax Act to have each of its "Canadian securities" (as defined in subsection 39(6) of the Tax Act) treated as capital property. Such an election will ensure that gains or losses realized by the Fund on dispositions of Canadian securities will be taxed as capital gains or capital losses.

The Fund generally intends to deduct in computing its income in each taxation year for purposes of the Tax Act the full amount available for deduction in each year (computed on the assumption that options outstanding after the year end will expire unexercised) and therefore, provided that the Fund makes distributions in each year of its net income including net realized capital gains as described under the heading "Description of the Units – Distributions", it will generally not be liable in such year for income tax under Part I of the Tax Act other than such tax on net realized capital gains that would be recoverable by it in such year.

The Tax Act provides for a special tax on designated income of certain trusts which have designated beneficiaries. This special tax does not apply to a trust for a taxation year if the trust is a mutual fund trust throughout such year. Accordingly, provided that the Fund qualifies, or is deemed to qualify, as a mutual fund trust throughout a taxation year, it will not be subject to the special tax for such taxation year.

### **Taxation of Holders**

A Holder will generally be required to include in the calculation of the Holder's income under the Tax Act the net income and the net realized taxable capital gains of the Fund paid or payable to the Holder in the year or deemed so paid or payable, whether received in cash or reinvested in additional Units, including pursuant to the Plan. To the extent that distributions by the Fund to a Holder in any year exceed the net income including net realized capital gains of the Fund for the year computed pursuant to the Tax Act, such distributions generally will not be included in the calculation of the Holder's income for the year but will reduce the adjusted cost base of the Holder's Units.

The Fund will designate to the extent permitted by the Tax Act the portion of the net income distributed to Holders as may reasonably be considered to consist of realized taxable capital gains of the Fund net of realized capital losses and net capital loss carry forwards, and the taxable dividends received, or deemed to be received, by the Fund on shares of taxable Canadian corporations. Any such designated amount will be deemed for purposes of the Tax Act to be received or realized by Holders in the year as a taxable capital gain or taxable dividend from a taxable Canadian corporation, as the case may be. To the extent that amounts are designated as taxable dividends (including "eligible dividends") from taxable Canadian corporations, the normal gross-up and dividend tax credit rules will apply.

Any loss of the Fund for purposes of the Tax Act cannot be allocated to, and cannot be treated as the loss of, a Holder. Under the Tax Act, a trust is permitted to deduct in computing its income an amount which is less than the amount of its distributions. This will enable the Fund to utilize, in a particular year, losses from prior years without affecting the ability of the Fund to distribute its income annually. The amount distributed to a Holder but not deducted by the Fund will not be required to be included in the income of the Holder. However, unless such amount

relates to the non-taxable portion of capital gains, the taxable portion of which has been allocated to the Holder, the adjusted cost base of the Holder's Units would be reduced by such amount.

The NAV per Unit of the Fund will reflect any income and gains of the Fund that have accrued or have been realized but not made payable at the time Units are acquired. Consequently, Holders of the Fund that acquire additional Units, including on the reinvestment of distributions pursuant to the Plan, may become taxable on their share of income and gains of the Fund that accrued or were realized before the Units were acquired and not made payable at such time.

Upon the actual or deemed disposition of a Unit, including on a sale or redemption, a capital gain (or capital loss) will generally be realized by the Holder to the extent that the Holder's proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base to the Holder of the Unit and any reasonable costs of disposition. For the purpose of determining the adjusted cost base to a Holder of Units, when a Unit is acquired, whether on a reinvestment of distributions or otherwise, the cost of the newly-acquired Unit will be averaged with the adjusted cost base of all of the Units owned by the Holder as capital property at that time. If a Holder participates in the Plan and acquires a Unit from the Fund at a price that is less than the then fair market value of the Unit, it is the administrative position of the CRA that the Holder must include the difference in income and that the cost of the Unit will be correspondingly increased.

One-half of any capital gains ("taxable capital gains") realized will be included in computing the income of a Holder and one-half of any capital loss realized may be deducted from taxable capital gains in accordance with the provisions of the Tax Act.

Holders are generally subject to an alternative minimum tax. In general terms, net income of the Fund paid or payable to a Holder will not increase the Holder's liability under the Tax Act for alternative minimum tax. Amounts designated as net realized capital gains or eligible dividends paid or payable to a Holder by the Fund or net capital gain realized on the disposition of Units by the Holder may increase the Holder's liability for alternative minimum tax.

### **Eligibility for Investment**

Provided that the Fund qualifies as a mutual fund trust within the meaning of the Tax Act or that Units continue to be listed on the TSX or any other "designated stock exchange" (as defined in the Tax Act), Units will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans and tax-free savings accounts.

### **RISK FACTORS**

The following are certain considerations relating to an investment in Units which investors should consider, along with other factors in relation to an investment in the Fund's Units.

#### **Performance of the Financial Portfolio**

NAV per Unit will vary as the value of the securities in the Financial Portfolio varies. The Fund has no control over the factors that affect the value of the securities in the Financial Portfolio, including factors that affect all of the issuers in the Financial Portfolio such as fluctuations in interest rates and factors unique to each issuer such as changes in its management, changes in its strategic direction, achievement of its strategic goals, mergers, acquisitions and divestitures, changes in its dividend policies and other events that may affect the value of its equity securities.

#### **Current Economic Conditions**

During recent months, both domestic and foreign financial markets have been characterized by increased volatility. This has been due, in part, to a revaluation of assets on the balance sheets of international financial institutions, as well as the securities of those issuers. Access to public financing has been negatively affected and no assurance can be made that the combined impact of the significant revaluations and constraints on the availability of credit will not

materially and adversely affect economies around the world in the near to medium term. If such heightened levels of volatility and current market turmoil continue, the value of the Fund's investments could be adversely affected.

### **Concentration Risk**

The Financial Portfolio consists only of securities of the companies in the financial services and life insurance industries and, as a result, the Fund's holdings are not diversified and the NAV may be more volatile than the value of a more broadly diversified portfolio and may fluctuate substantially over short periods of time in response to economic conditions and regulatory changes that specifically affect the provision of financial services or life insurance. This may have a negative impact on the value of the Units.

### **No Assurances on Achieving Investment Goals**

There is no assurance that the Fund will be able to achieve its distribution goals or the Fund's investment goal of returning the original issue price of the Units offered hereunder to Unitholders on the Termination Date.

There is no assurance that the Fund will be able to pay quarterly distributions. The funds available for distribution to Unitholders of will vary according to, among other things, the dividends and distributions paid on all of the securities comprising the Financial Portfolio, the level of option premiums received and the value of the securities comprising the Financial Portfolio. As the dividends and distributions received by the Fund will not be sufficient to meet the objectives of the Fund in respect of the payment of distributions, the Fund depends and will depend on the receipt of option premiums and the realization of capital gains to meet those objectives. Although many investors and financial market professionals price options based on the Black-Scholes Model, in practice actual option premiums are determined in the marketplace and there is no assurance that the premiums predicted by such a pricing model can be attained.

### **Interest Rate Fluctuations**

It is anticipated that the market price of the Units will at any time be affected by the level of interest rates prevailing at such time. A rise in interest rates may have a negative effect on the market price of the Units.

### **Use of Options and Other Derivative Instruments**

The Fund is subject to the full risk of its investment position in the securities comprising the Financial Portfolio, including those securities that are subject to outstanding call options, and those securities underlying put options written by the Fund, should the market price of such securities decline. In addition, the Fund will not participate in any gain on the securities that are subject to outstanding call options above the strike price of the options.

There can be no assurance that a liquid exchange or over-the-counter market will exist to permit the Fund to write covered call options or cash covered put options on desired terms or to close out option positions should MCM desire to do so. The ability of the Fund to close out its positions may also be affected by exchange imposed daily trading limits on options or the lack of a liquid over-the-counter market. If the Fund is unable to repurchase a call option which is in-the-money, it will be unable to realize its profits or limit its losses until such time as the option becomes exercisable or expires. In addition, upon the exercise of a put option, the Fund will be obligated to acquire a security at a strike price that may exceed the then current market value of such security.

In purchasing call or put options or entering into forward or future contracts, the Fund is subject to the credit risk that its counterparty (whether a clearing corporation in the case of exchange traded instruments, or other third party in the case of over-the-counter instruments) may be unable to meet its obligations.

### **Trading at a Discount**

The Fund cannot predict whether Units will trade above, at or below NAV per Unit.

### **Reliance on the Investment Manager**

MCM manages the Financial Portfolio in a manner consistent with the investment objectives, strategy and criteria of the Fund. The officers of MCM who are primarily responsible for the management of the Financial Portfolio have

extensive experience in managing investment portfolios. There is no certainty that such individuals will continue to be employees of MCM throughout the term of the Fund.

### **Significant Redemptions**

Units are redeemable annually and monthly for a price based on NAV per Unit (which represents the value that the Fund is able to obtain in the market when it sells portfolio securities to fund the redemption). The purpose of the annual redemption right is to prevent the Units from trading at a substantial discount to this value and to provide Unitholders with the right to realize their investment once per year without any trading discount to such value. While the annual redemption right provides Unitholders the option of annual liquidity, there can be no assurance that it will reduce trading discounts. If a significant number of Units are redeemed, the trading liquidity of the Units could be significantly reduced. In addition the expenses of the Fund would be spread among fewer Units potentially resulting in lower NAV.

### **Securities Lending**

The Fund may engage in securities lending as described under “Securities Lending”. Although the Fund will receive collateral for the loans and such collateral is marked to market, the Fund will be exposed to the risk of loss should the borrower default on its obligation to return the borrowed securities and the collateral is insufficient to reconstitute the portfolio of loaned securities.

### **Taxation of the Fund**

Currently, a trust will be deemed not to be a mutual fund trust if it is established or maintained primarily for the benefit of non-residents unless all or substantially all of its property is property other than taxable Canadian property as defined in the Tax Act. On September 16, 2004, the Minister of Finance (Canada) released Tax Proposals which propose that a trust would lose its status as a mutual fund trust if the aggregate fair market value of all units issued by the trust held by one or more non-resident persons or partnerships that are not Canadian partnerships, or any combination thereof, is more than 50% of the aggregate fair market value of all units issued by the trust where, at that time or any previous time, more than 10% (based on fair market value) of the trust’s property is taxable Canadian property or certain other types of property (the “September 16th Tax Proposals”). If these circumstances applied to the Fund, the Fund would thereafter cease to be a mutual fund trust and the income tax considerations as described under “Canadian Federal Income Tax Considerations” and under “Eligibility for Investment” would in some respects be materially different. The September 16th Tax Proposals do not currently provide any means of rectifying a loss of mutual fund trust status. Bill C-52, which received Royal Assent on June 22, 2007, amended the relevant provision of the Tax Act such that a trust is deemed not to be a mutual fund trust after any time when it can be reasonably considered that the trust was established or maintained primarily for the benefit of non-resident persons, unless at that time all or substantially all of its property is property other than taxable Canadian property. It is not clear whether this amendment supersedes the September 16th Tax Proposals.

Under the Tax Act, trusts or partnerships (defined as “SIFT trusts” and “SIFT partnerships”, respectively) the securities of which are listed or traded on a public market and that hold one or more “non-portfolio properties” (as defined in the Tax Act) are effectively taxed on income and capital gains in respect of such non-portfolio properties at combined rates comparable to the rates that apply to income earned and distributed by Canadian public corporations. Distributions of such income received by unitholders of SIFT trusts (and allocations of such income made to members of SIFT partnerships) are treated as eligible dividends from a taxable Canadian corporation. If the Fund were to qualify as a SIFT trust within the meaning of the Tax Act, the income tax considerations described under the heading “Canadian Federal Income Tax Considerations” would be materially and adversely different in certain respects.

### **Tax Treatment of Proceeds of Disposition and Option Premiums**

In determining its income for tax purposes, the Fund will treat gains and losses realized on the disposition of securities in the Financial Portfolio, option premiums received on the writing of covered call options and cash covered put options and any losses sustained on closing out options as capital gains and capital losses in accordance with CRA’s published administrative practice. CRA’s practice is not to grant advance income tax rulings on the characterization of items as capital or income and no advance income tax ruling has been applied for or received from CRA.

If, contrary to CRA's published administrative practice and the advice of counsel or as a result of a change of law, some or all of the transactions undertaken by the Fund in respect of covered options and securities in the Financial Portfolio were treated on income rather than capital account, after-tax returns to Unitholders could be reduced and the Fund may be subject to non-refundable income tax from such transactions.

#### **MATERIAL CONTRACTS**

The following contracts can reasonably be regarded as material to holders of Units:

- (a) the Trust Agreement; and
- (b) the Investment Management Agreement.

Copies of the foregoing agreements may be inspected during business hours at the principal office of the Fund.

## **ADDITIONAL INFORMATION**

Additional information about the Fund is available in the Fund's management reports of fund performance and financial statements.

You can get a copy of these documents at no cost by calling toll-free at 1-800-725-7172 or by e-mail at [hybrid@mulvihill.com](mailto:hybrid@mulvihill.com).

These documents and other information about the Fund, such as information circulars and material contracts, are also available at [www.sedar.com](http://www.sedar.com).

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