M SPLIT CORP.

Priority Equity Shares

Class A Shares

Class I Preferred Shares

Class II Preferred Shares

Capital Shares

ANNUAL INFORMATION FORM

February 23, 2010

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NAME, FORMATION AND HISTORY OF THE COMPANY

M Split Corp. (the "Company") is a mutual fund corporation incorporated under the laws of Ontario by articles of incorporation dated February 12, 2007, as amended April 12, 2007. Quadravest Inc. (the "Manager") is the manager of the Company and Quadravest Capital Management Inc. ("Quadravest") is the portfolio adviser. The principal office address of the Company is 77 King Street West, Suite 4500, Toronto, Ontario M5K 1K7.

On April 18, 2007 and May 3, 2007, the Company completed its initial public offering of 4,820,000 Priority Equity Shares and 4,820,000 Class A Shares pursuant to a prospectus dated March 28, 2007 (the "Initial Prospectus"). Priority Equity Shares and the Class A Shares are issued only on the basis that an equal number of Priority Equity Shares and Class A Shares (together, an "Original Unit") will be issued and outstanding at all times. The Priority Equity Shares and the Class A Shares are currently listed on the Toronto Stock Exchange ("TSX") under the symbols XMF.PR.A. and XMF, respectively.

The TSX accepted the Company's intention to commence a normal course issuer bid on March 4, 2009. The Company is permitted to acquire up to 155,816 Priority Equity Shares and up to 155,816 Class A Shares under this normal course issuer bid, which expires on March 3, 2010. To the date of this Annual Information Form, the Company has not purchased any Priority Equity Shares or Class A Shares under this normal course issuer bid.

Capital Reorganization of the Company

A special meeting of Shareholders was held on February 3, 2010. The purpose of this meeting was to consider a special resolution to reorganize the capital of the Company, which essentially offered Shareholders the opportunity to choose to have their existing Priority Equity Shares and/or Class A Shares reorganized into new classes of shares that are intended to provide greater distribution and capital growth potential. As the special resolution was approved by the holders of both the Priority Equity Shares and the Class A Shares at this special meeting, the Company intends to proceed to implement this capital reorganization (the "Capital Reorganization").

The Company will be creating three new classes of shares to be designated as Preferred Shares, Class I (the "Class I Preferred Shares"), Preferred Shares, Class II (the "Class II Preferred Shares") and Capital Shares. The Company will also be creating two series of warrants (the "2011 Warrants" and the "2012 Warrants") to acquire one Class I Preferred Share, one Class II Preferred Share and one Capital Share (together, a "New Unit"). It is intended that the Class I Preferred Shares, Class II Preferred Shares, Capital Shares, 2011 Warrants and 2012 Warrants will be listed and posted for trading on the TSX.

Holders of the Priority Equity Shares will receive the following securities for each Priority Equity share held pursuant to the Capital Reorganization: (i) one Class I Preferred Share; (ii) one Class II Preferred Share; (iii) one 2011 Warrant, which can be exercised to purchase one New Unit for an exercise price of $10.00 at specified times until February 28, 2011; and (iv) one 2012 Warrant, which can be exercised to purchase one New Unit for an exercise price of $12.50 at specified times until February 28, 2012. Holders of the Class A Shares will receive one Capital Share for each Class A Share held.

It is expected that Priority Equity Shares and Class A Shares will be retracted pursuant to the special retraction right discussed below, and that the number of Priority Equity Shares retracted will not match the number of Class A Shares retracted. Since the Company is required to maintain the same number of outstanding shares of each class, the number of Priority Equity Shares or Class A Shares held by a holder may change prior to the implementation of the Capital Reorganization as a result of the share

consolidation which will be undertaken once all retractions under the special retraction right have been effected, and which will have the effect of consolidating the outstanding Priority Equity Shares down to the number of outstanding Class A Shares (if more Class A Shares are retracted than Priority Equity Shares) or consolidating the outstanding Class A Shares down to the number of outstanding Priority Equity Shares (if more Priority Equity Shares are retracted than Class A Shares).

Rationale for the Company

The Company was initially created to provide exposure to the common shares of Manulife Financial Corporation ("Manulife") through two classes of securities. Holders of the Priority Equity Shares of the Company were intended to be provided with a stable yield and downside protection on the return of their initial investment, while holders of the Class A Shares of the Company were intended to be provided with leveraged exposure to Manulife including exposure to increases or decreases in the value of the common shares of Manulife and the benefit of increases in the dividends paid by Manulife on its common shares.

Investment Objectives

The Company's investment objectives with respect to the Priority Equity Shares are (a) to provide holders of the Priority Equity Shares with fixed cumulative preferential monthly cash dividends in the amount of $0.04375 per Priority Equity Share to yield 5.25% per annum on the original issue price of the Priority Equity Shares; and (b) on or about December 1, 2014 or such other date as the Company may be terminated (the "Termination Date"), to pay the holders of the Priority Equity Shares the original issue price of the Priority Equity Shares (the "Priority Equity Share Repayment Amount").

The Company's investment objectives with respect to the Class A Shares are (a) to provide holders of Class A Shares with regular monthly cash dividends targeted to be $0.05 per Class A Share to yield 6.0% per annum on the original issue price of the Class A Shares; and (b) on or about the Termination Date, to pay the holders of Class A Shares at least the original issue price of the Class A Shares. Holders of the Class A Shares would also be entitled to receive, on at the time of the final redemption of such shares on the Termination Date, the balance, if any, of the value of the Company remaining after returning the original issue price to the holders of each class of shares of the Company.

The Company's objectives with respect to the Class I Preferred Shares are (a) to provide holders of the Class I Preferred Shares with fixed cumulative preferential monthly cash dividends in the amount of $0.03125 per Class I Preferred Share to yield 7.50% per annum on the notional issue price of the Class I Preferred Shares of $5.00; and (b) on or about Termination Date, to pay the holders of the Class I Preferred Shares such notional issue price (the "Class I Preferred Share Repayment Amount").

The Company's objectives with respect to the Class II Preferred Shares are (a) to provide holders of the Class II Preferred Shares with fixed cumulative preferential monthly cash dividends in the amount of $0.03125 per Class I Preferred Share to yield 7.50% per annum on the notional issue price of the Class I Preferred Shares of $5.00, if and when the net asset value per New Unit exceeds $12.50; and (b) on or about Termination Date, to pay the holders of the Class II Preferred Shares such notional issue price (the "Class II Preferred Share Repayment Amount").

The Company's objectives with respect to the Capital Shares are (a) to provide holders of Capital Shares with dividends in an amount to be set by the Board of Directors of the Company at its discretion, based on market conditions only if and when the net asset value per New Unit exceeds $15.00 and provided that no dividend payments will be made on the Capital Shares unless all dividends on the Class I Preferred Shares and, if applicable, the Class II Preferred Shares have been declared and paid; and (b) on

or about the Termination Date, to pay the holders of Capital Shares at least the notional issue price of the Capital Shares of $10.00. Holders of the Capital Shares will also be entitled to receive, on at the time of the final redemption of such shares on the Termination Date, the balance, if any, of the value of the Company remaining after paying the Class I Preferred Share Repayment Amount to the holders of the Class I Preferred Shares and paying the Class II Preferred Share Repayment Amount to the holders of the Class II Preferred Shares, and paying the nominal original issue price of the Class B Shares to the holders thereof.

The Company invests in common shares of Manulife. To supplement the dividends earned on those common shares and to reduce risk, the Company will from time to time write covered call options in respect of all or a part of common shares of Manulife that it holds. The number of such common shares that are the subject of call options and the terms of such options will vary from time to time as determined by Quadravest. In addition, the Company may also write cash covered put options or purchase call options with the effect of closing out existing call options written by the Company and may also purchase put options in order to protect the Company from declines in the market prices of the common shares of Manulife that it holds.

Priority Equity Portfolio Protection Plan

The Company at its inception adopted a strategy (the "Priority Equity Portfolio Protection Plan") intended to provide that the Priority Equity Share Repayment Amount would be paid in full to holders of the Priority Equity Shares on the Termination Date.

The Priority Equity Portfolio Protection Plan provided that if the net asset value of the Company was to decline below a specified level, Quadravest would liquidate a portion of the common shares of Manulife held by the Company and use the net proceeds to acquire (i) qualifying debt securities or (ii) certain securities and enter into a forward agreement (collectively, the "Permitted Repayment Securities") in order to cover the Priority Equity Share Repayment Amount in the event of further declines in the net asset value of the Company. To qualify as Permitted Repayment Securities, debt securities had to be issued or guaranteed by the government of Canada or a province or the government of the United States, or be short term commercial paper with a rating of at least R-1 (mid) by DBRS Limited ("DBRS") or the equivalent rating from another rating organization.

Under the Priority Equity Portfolio Protection Plan, the amount of the Company's net assets, if any, required to be allocated to Permitted Repayment Securities (the "Required Amount") was determined such that (i) the net asset value of the Company, less the value of the Permitted Repayment Securities held by the Company, was to be at least 125% of (ii) the Priority Equity Share Repayment Amount, less the amount anticipated to be received by the Company in respect of its Permitted Repayment Securities on the Termination Date.

The sharp decline in the value of the common shares of Manulife in October 2008 resulted in the Company's net asset value being reduced significantly and thus required the Company to implement the Priority Equity Portfolio Protection Plan at that time. Since the Company commenced investment operations on April 18, 2007, the price of the common shares of Manulife declined from $41.08 to a low of $9.02 on March 6, 2009. The sharp decline in the value of Manulife's common shares resulted in the Company's net asset value being reduced significantly, and required the Company to implement the Priority Equity Portfolio Protection Plan in accordance with its terms. Having first implemented the Priority Equity Portfolio Protection Plan in October 2008, the Company was required to maintain it thereafter.

As noted above, the objective of the Priority Equity Portfolio Protection Plan was to provide that the holders of the Priority Equity Shares would receive $10.00 per share on the Termination Date. Almost all of the common shares of Manulife previously held in the portfolio of the Company were liquidated and the proceeds then used to purchase Priority Equity Portfolio Protection Plan Securities with maturity dates in 2014. The Priority Equity Portfolio Protection Plan Securities purchased were Canadian provincial government backed strip coupons. As at December 15, 2009, the Company had approximately 99% of its net assets in these fixed income securities (plus cash) and only the remaining 1% was in common shares of Manulife.

Implementing the Priority Equity Portfolio Protection Plan thus caused the Company to almost eliminate its exposure to the common shares of Manulife, which in turn had the effect of materially limiting the impact future price movements of Manulife's common shares could have on the net asset value of the Company. Although the price of the common shares of Manulife recovered substantially from its March 2009 low, the Company's net asset value remained almost unchanged. Implementing the Priority Equity Portfolio Protection Plan also eliminated the ability of the Company to generate income from dividends and the writing of covered call options, and this made it impossible for the Company to meet its dividend and distribution objectives to Shareholders. For these reasons, the Company proposed the Capital Reorganization.

With the approval of the Capital Reorganization, the Company no longer has a Priority Equity Portfolio Protection Plan associated with it, as the securities in that Plan have been converted to cash. Following implementation of the Capital Reorganization, including completion of the special retraction right afforded to Shareholders and discussed in more detail below, any such cash remaining in the Company will be used to purchase common shares of Manulife, to provide full exposure to any potential recovery in the value of an investment in Manulife.

INVESTMENT RESTRICTIONS

The Company is subject to, and its investment portfolio is managed in accordance with, certain standard restrictions and practices prescribed by securities legislation of each of the provinces of Canada, including National Instrument 81-102 Mutual Funds ("NI 81-102"), and any deviation from these restrictions and practices requires the prior approval of the Canadian Securities Administrators of each of the provinces of Canada. These restrictions and practices are designed, in part, to ensure that the Company's investments are relatively liquid and to ensure the proper administration of the Company.

The Company has been exempted, pursuant to a decision document of the Canadian Securities Administrators dated March 30, 2007, from the requirements of section 2.1(1) of NI 81-102 (among other provisions), so as to permit the Company to invest in the shares of Manulife on the basis described herein. The Company was also granted relief, pursuant to a decision document of the Canadian Securities Administrators dated October 3, 2008, from the provisions of sections 2.6(a)(ii), 2.7(1)(a)(ii) and 2.7(4) of NI 81-102 in connection with any forward agreement the Company might enter into in connection with the Priority Equity Portfolio Protection Plan. This relief is no longer required by the Company.

The Company is subject to certain investment restrictions that, among other things, limit the securities the Company may acquire. The Company's investment restrictions may not be changed without the approval of the holders of the Priority Equity Shares and the Class A Shares (and following the implementation of the Capital Reorganization, the holders of the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares) by a two-thirds majority vote at a meeting called for such purpose. See "*Description of the Securities of the Company – Acts Requiring Shareholder Approval*". The Company's investment restrictions provide that the Company may not:

(a) purchase securities of any issuer unless such securities are common shares of Manulife or are Permitted Repayment Securities;

(b) make any investment or conduct any activity that would result in the Company failing to qualify as a "mutual fund corporation" within the meaning of the Tax Act;

(c) write a call option in respect of a common share of Manulife unless such share is held by the Company at the time the option is written or dispose of such a share that is subject to a call option written by the Company unless that option has either been terminated or has expired;

(d) enter into any arrangement (including the acquisition of securities and the writing of covered call options in respect thereof) where the main reason for entering into the arrangement is to enable the Company to receive a dividend on such securities in circumstances where, under the arrangement, someone other than the Company bears the risk of loss or enjoys the opportunity for gain or profit with respect to such securities in any material respect; and

(e) acquire or continue to hold any security that is a "specified property" as defined in subsection 18(1) of the legislative proposals to amend the Tax Act released by the Minister of Finance (Canada) on September 16, 2004 if the total of all amounts each of which is the fair market value of a specified property would exceed 10% of the total of all amounts each of which is the fair market value of a property of the Company.

DESCRIPTION OF THE SECURITIES OF THE COMPANY

The Company is currently authorized to issue an unlimited number of Priority Equity Shares and Class A Shares and 1,000 Class B Shares of which as at the date of this Annual Information Form there are issued and outstanding 1,000 Class B Shares, 3,123,602 Priority Equity Shares and 3,123,602 Class A Shares. The attributes of the Priority Equity Shares and Class A Shares are described below under "*Description of the Securities of the Company – Certain Provisions of the Priority Equity Shares*" and "*Description of the Securities of the Company – Certain Provisions of the Class A Shares*", respectively.

The holders of Class B Shares are not entitled to receive dividends. The holders of the Class B Shares will be entitled to one vote per share. The Class B Shares are retractable at a price of $1.00 per share and have a liquidation entitlement of $1.00 per share. The Class B Shares rank subsequent to the Priority Equity Shares and prior to the Class A Shares (and will rank subsequent to the Class I Preferred Shares and the Class II Preferred Shares and prior to the Capital Shares) with respect to such nominal liquidation entitlement on the dissolution, liquidation or winding-up of the Company.

As noted above, the Company will be creating three new classes of shares, the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares, and will be authorized to issue an unlimited number of shares of each such class. The Company will also be creating two series of warrants, the 2011 Warrants and the 2012 Warrants (collectively, the "Warrants"). The attributes of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares are described below under "*Description of the Securities of the Company – Certain Provisions of the Class I Preferred Shares*", "*Description of the Securities of the Company – Certain Provisions of the Class II Preferred Shares*" and "*Description of the Securities of the Company – Certain Provisions of the Capital Shares*", respectively. The attributes of the Warrants are described below under "*Description of the Securities of the Company – Certain Provisions of the Warrants*".

The Company has no current intention of issuing additional Class I Preferred Shares, Class II Preferred Shares or Capital Shares (other than pursuant to the exercise of Warrants), but is not precluded from doing so in the future. The Company will not issue additional Class B Shares, Priority Equity Shares or Class A Shares.

Certain Provisions of the Priority Equity Shares

Dividends

The Company will pay, as and when declared by the Board of Directors of the Company, a fixed cumulative preferential monthly dividend of $0.04375 per Priority Equity Share (to yield 5.25% per annum) to holders of Priority Equity Shares on the last day of each month (each a "Dividend Record Date"). Dividends that are declared by the Board of Directors of the Company will be payable to holders of Priority Equity Shares of record at 5:00 p.m. (Eastern Standard Time) on the applicable Dividend Record Date, with payment being made within 15 days thereafter. Each holder of Priority Equity Shares will be mailed annually, no later than February 28, information necessary to enable such shareholder to complete an income tax return with respect to amounts paid or payable by the Company in respect of the preceding calendar year. See "*Canadian Federal Income Tax Considerations*".

Regular monthly dividends were paid to holders of the Priority Equity Shares for only two months (December 2008 and January 2009) during the Company's last fiscal year ended November 30, 2009. On February 18, 2009, the payment of dividends on the Priority Equity Shares was suspended, and has not resumed.

Payments on Termination

All Priority Equity Shares outstanding on the Termination Date will be redeemed by the Company on such date. Immediately prior to the Termination Date, the Company will, to the extent possible, convert the assets of the Company to cash and will pay or make adequate provision for all of the Company's liabilities. The Company will, to the extent possible, after receipt of the net cash proceeds of the liquidation of its assets, distribute the Priority Equity Share Repayment Amount of $10.00 per Priority Equity Share to holders of Priority Equity Shares through the redemption of the Priority Equity Shares as soon as practicable after the Termination Date.

As noted above, the implementation of the Capital Reorganization will mean that no Priority Equity Shares will be outstanding on the Termination Date.

Retraction Privileges

Priority Equity Shares may be surrendered at any time for retraction to Computershare Investor Services Inc. ("Computershare"), the Company's registrar and transfer agent, but will be retracted only as of the last business day of each month (a "Retraction Date"). Priority Equity Shares surrendered for retraction by a shareholder at least 20 business days prior to a Retraction Date will be retracted and the holder will receive payment on or before the 15th business day following such Retraction Date (the "Retraction Payment Date"). If a holder of Priority Equity Shares makes such surrender after 5:00 p.m. (Eastern Standard Time) on the 20th business day immediately preceding a Retraction Date, the Priority Equity Shares will be retracted on the Retraction Date in the following month and the holder will receive payment for the retracted shares as of the Retraction Payment Date in respect of the Retraction Date in the following month.

Except as noted below, holders of Priority Equity Shares whose shares are surrendered for retraction will be entitled to receive a price per share (the "Priority Equity Share Retraction Price") equal to the lesser of (i) $10.00; and (ii) 96% of the net asset value per Original Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Class A Share in the market for cancellation. For this purpose, the cost of the purchase of a Class A Share will include the purchase price of the Class A Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of Manulife to fund the purchase of the Class A Share (to a maximum of 1% of the net asset value per Original Unit). Any accrued or declared and unpaid dividends payable on or before a Retraction Date in respect of Priority Equity Shares tendered for retraction on such Retraction Date will also be paid on the Retraction Payment Date.

Shareholders also have an annual retraction right under which they may concurrently retract an equal number of Priority Equity Shares and Class A Shares on the October Retraction Date in each year. The price paid by the Company for such a concurrent retraction will be equal to the net asset value per Original Unit calculated as of such date.

As disclosed below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", if a holder of Priority Equity Shares tendered for retraction has not withheld his or her consent thereto in the manner provided in the retraction notice delivered to CDS Clearing and Depository Services Inc. ("CDS") through a participant in the CDS book-entry system (a "CDS Participant"), the Company may, but is not obligated to, require the Recirculation Agent (as defined below) to use its best efforts to find purchasers for any Priority Equity Shares tendered for retraction prior to the relevant Retraction Payment Date pursuant to the Recirculation Agreement (as defined below). In such event, the amount to be paid to the holder of the Priority Equity Shares on the Retraction Payment Date will be an amount equal to the proceeds of the sale of the Priority Equity Shares less any applicable commission. Such amount will not be less than the Priority Equity Share Retraction Price. Holders of Priority Equity Shares are free to withhold their consent to such treatment and to require the Company to retract their Priority Equity Shares in accordance with their terms.

Subject to the Company's right to require the Recirculation Agent to use its best efforts to find purchasers prior to the relevant Retraction Payment Date for any Priority Equity Shares tendered for retraction, any and all Priority Equity Shares which have been surrendered to the Company for retraction are deemed to be outstanding until (but not after) the close of business on the relevant Retraction Date, unless the Priority Equity Share Retraction Price is not paid on the Retraction Payment Date, in which event such Priority Equity Shares will remain outstanding.

The retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*" below. Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Priority Equity Shares which are not retracted by the Company on the relevant Retraction Date.

If any Priority Equity Shares are tendered for retraction and are not resold in the manner described below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", the Company will, prior to the Retraction Payment Date, purchase for cancellation that number of Class A Shares which equals the number of Priority Equity Shares so retracted. Any Class A Shares so purchased for cancellation will be purchased in the market.

Special Retraction Right

Holders of Priority Equity Shares have been given a special retraction right as a result of the approval of the Capital Reorganization, which is in addition to the regular monthly retraction next occurring at the end of February and the dissent rights which such Shareholders had in respect of the special meeting and the approval of the Capital Reorganization under the *Business Corporations Act* (Ontario).

Holders of Priority Equity Shares who do not wish to remain invested in the Company under its reorganized share structure will have until the close of business on February 26, 2010 to provide the Company with notice that they wish to have their Priority Equity Shares redeemed as at such date (the "Special Retraction Date") pursuant to this special retraction right. On such a special retraction, each holder of a Priority Equity Share will receive the lesser of (i) 96% of the net asset value per Original Unit of the Company at the Special Retraction Date, and (ii) $7.63 per Priority Equity Share, representing the volume weighted average trading price ("VWAP") of the Priority Equity Shares on the TSX for the 20 trading days ending on February 2, 2010 (the lesser of such amounts the "Priority Equity Share Special Retraction Price"). Holders of Priority Equity Shares exercising their special retraction right will receive payment of the Priority Equity Share Special Retraction Price on or before the 15th business day following the Special Retraction Date (the "Special Retraction Payment Date").

Under the special retraction right, the Company may, but is not obligated to, require the Recirculation Agent to use its best efforts to find purchasers for any Priority Equity Shares tendered for retraction prior to the Special Retraction Payment Date pursuant to the Recirculation Agreement. In such event, the amount to be paid to the holder of the Priority Equity Shares on the Special Retraction Payment Date will be an amount equal to the proceeds of the sale of the Priority Equity Shares less any applicable commissions. Such amount will not be less than the Priority Equity Share Special Retraction Price.

The special retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*" below. Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Priority Equity Shares which are not retracted by the Company on the Special Retraction Date.

If more Class A Shares are tendered for retraction under the special retraction right than Priority Equity Shares, the outstanding Priority Equity Shares will be consolidated so that following the retraction pursuant to this special retraction right there would be an equal number of Priority Equity Shares and Class A Shares outstanding.

Priority and Rating

The Priority Equity Shares rank in priority to the Class A Shares with respect to the payment of dividends and in priority to the Class A Shares and the Class B Shares with respect to the repayment of capital on the dissolution, liquidation or winding-up of the Company. The Priority Equity Shares have not been rated by any rating organization.

Certain Provisions of the Class A Shares

Dividends and other Distributions

The policy of the Board of Directors of the Company is to endeavour to declare and pay regular monthly dividends targeted to be $0.05 per Class A Share to yield 6.0% per annum on the original issue

price. It is also the policy of the Board of Directors of the Company to pay dividends to the holders of Class A Shares in a year in an amount equal to all net realized capital gains, dividends and option premiums (other than option premiums in respect of options outstanding at year end) earned by the Company in such year (net of expenses, taxes and loss carry-forwards) that are in excess of the dividends paid on the Priority Equity Shares. Accordingly, if any amounts remain available for the payment of dividends after payment of the dividends on the Priority Equity Shares and the regular monthly dividends on the Class A Shares, a special year-end dividend of such amount will be payable to holders of the Class A Shares of record on the last day of November in each year. Distributions paid on the Class A Shares may consist of ordinary dividends, capital gains dividends and non-taxable returns of capital**.**

No regular monthly dividends or other distributions will be paid on the Class A Shares in any month as long as any dividends on the Priority Equity Shares are then in arrears or so long as the net asset value per Original Unit is equal to or less than $12.50. Additionally, it is currently intended that no special year-end dividends will be paid if after payment of such a dividend the net asset value per Original Unit would be less than $20.00. The amount of dividends or other distributions in any particular month will be determined by the Board of Directors of the Company on the advice of Quadravest, having regard to the investment objectives of the Company, the net income and net realized capital gains of the Company during the month and in the year to date, the net income and net realized capital gains of the Company anticipated in the balance of the year, the net asset value per Original Unit and dividends or distributions paid in previous monthly periods.

Dividends or other distributions declared by the Board of Directors of the Company on the Class A Shares will be payable to holders of Class A Shares of record at 5:00 p.m. (Eastern Standard Time) on the applicable Dividend Record Date with payment being made within 15 days thereafter. Each holder of Class A Shares will be mailed annually, no later than February 28, information necessary to enable such shareholder to complete an income tax return with respect to amounts paid or payable by the Company in respect of the preceding calendar year. See "*Canadian Federal Income Tax Considerations*".

No regular monthly dividends were paid to holders of the Class A Shares during the Company's last fiscal year ended November 30, 2009. No dividends have been paid on the Class A Shares during the Company's current fiscal year.

Payments on Termination

All Class A Shares outstanding on the Termination Date will be redeemed by the Company on such date. Immediately prior to the Termination Date, the Company will, to the extent possible, convert the common shares of Manulife or other assets of the Company to cash and pay or make provision for all of the Company's liabilities and will, to the extent possible, distribute to holders of the Priority Equity Shares the original investment amount for each Priority Equity Share then outstanding through the redemption of the Priority Equity Shares and return to holders of Class B Shares their aggregate initial investment amount of $1,000 ($1.00 per Class B Share). The Company will thereafter distribute to holders of the Class A Shares the remaining assets of the Company, if any, as soon as practicable after the Termination Date.

As noted above, the implementation of the Capital Reorganization will mean that no Class A Shares will be outstanding on the Termination Date.

Retraction Privileges

Class A Shares may be surrendered at any time for retraction to Computershare, but will be retracted only as of a Retraction Date. Class A Shares surrendered for retraction by a shareholder at least

20 business days prior to a Retraction Date will be retracted and the holder will receive payment on or before the Retraction Payment Date. If a holder of Class A Shares makes such surrender after 5:00 p.m. (Eastern Standard Time) on the 20th business day immediately preceding a Retraction Date, the Class A Shares will be retracted as of the Retraction Date in the following month and the holder will receive payment for the retracted shares on the Retraction Payment Date in respect of the Retraction Date in the following month.

Except as noted below, holders of Class A Shares whose shares are surrendered for retraction will be entitled to receive a retraction price per share ("Class A Share Retraction Price") equal to 96% of the net asset value per Original Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Priority Equity Share in the market for cancellation. For this purpose, the cost of the purchase of a Priority Equity Share will include the purchase price of the Priority Equity Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of Manulife to fund the purchase of the Priority Equity Share (to a maximum of 1% of the net asset value per Original Unit). Any declared and unpaid dividends payable on or before a Retraction Date in respect of Class A Shares tendered for retraction on such Retraction Date will also be paid on the Retraction Payment Date.

Shareholders also have an annual retraction right under which they may concurrently retract one Priority Equity Share and one Class A Share on the October Retraction Date in each year. The price paid by the Company for such a concurrent retraction will be equal to the net asset value per Original Unit calculated as of such date.

As disclosed below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", if the holder of Class A Shares tendered for retraction has not withheld his consent thereto in the manner provided in the retraction notice delivered to CDS through a CDS Participant, the Company may, but is not obligated to, require the Recirculation Agent to use its best efforts to find purchasers for any Class A Shares tendered for retraction prior to the relevant Retraction Payment Date pursuant to the Recirculation Agreement. In such event, the amount to be paid to the holder of the Class A Shares on the Retraction Payment Date will be an amount equal to the proceeds of the sale of the Class A Shares less any applicable commission. Such amount will not be less than the Class A Share Retraction Price. Holders of Class A Shares are free to withhold their consent to such treatment and to require the Company to retract their Class A Shares in accordance with their terms.

Subject to the Company's right to require the Recirculation Agent to use its best efforts to find purchasers prior to the relevant Retraction Payment Date for any Class A Shares tendered for retraction, any and all Class A Shares which have been surrendered to the Company for retraction are deemed to be outstanding until (but not after) the close of business on the relevant Retraction Date, unless the Class A Share Retraction Price is not paid on the Retraction Payment Date, in which event such Class A Shares will remain outstanding.

The retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*". Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Class A Shares which are not retracted by the Company on the relevant Retraction Date.

If any Class A Shares are tendered for retraction and are not resold in the manner described below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", the Company will, prior to the Retraction Payment Date, purchase for cancellation that number of Priority Equity Shares which equals the number of Class A Shares so retracted. Any Priority Equity Shares so purchased for cancellation will be purchased in the market.

Special Retraction Right

Holders of Class A Shares have been given a special retraction right as a result of the approval of the Capital Reorganization, which is in addition to the regular monthly retraction next occurring at the end of February and the dissent rights which such Shareholders had in respect of the special meeting and the approval of the Capital Reorganization under the *Business Corporations Act* (Ontario).

Holders of Class A Shares who do not wish to remain invested in the Company under its reorganized share structure will have until the close of business on the Special Retraction Date to provide the Company with notice that they wish to have their Class A Shares redeemed as at such date pursuant to this special retraction right. On such a special retraction, each holder of a Class A Share will receive the lesser of (i) 4% of the net asset value per Original Unit of the Company at the Special Retraction Date, and (ii) $0.4577 per Class A Share, representing the VWAP of the Class A Shares on the TSX for the 20 trading days ending on February 2, 2010 (the lesser of such amounts the "Class A Share Special Retraction Price"). Holders of Class A Shares exercising their special retraction right will receive payment of the Class A Share Special Retraction Price on or before the Special Retraction Payment Date.

Under the special retraction right, the Company may, but is not obligated to, require the Recirculation Agent to use its best efforts to find purchasers for any Class A Shares tendered for retraction prior to the Special Retraction Payment Date pursuant to the Recirculation Agreement. In such event, the amount to be paid to the holder of the Class A Shares on the Special Retraction Payment Date will be an amount equal to the proceeds of the sale of the Class A Shares less any applicable commissions. Such amount will not be less than the Class A Share Special Retraction Price.

The special retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*" below. Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Class A Shares which are not retracted by the Company on the Special Retraction Date.

If more Priority Equity Shares are tendered for retraction under the special retraction right than Class A Shares, the outstanding Class A Shares will be consolidated so that following the retraction pursuant to this special retraction right there would be an equal number of Priority Equity Shares and Class A Shares outstanding.

Priority

The Class A Shares rank subordinate to the Priority Equity Shares with respect to the payment of dividends and subordinate to the Priority Equity Shares and the Class B Shares with respect to the repayment of capital on the dissolution, liquidation or winding-up of the Company.

Certain Provisions of the Class I Preferred Shares

Dividends

The Company will pay, as and when declared by the Board of Directors of the Company, a fixed cumulative preferential monthly cash dividend of $0.03125 per Class I Preferred Share (to yield 7.50% per annum on the notional issue price of the Class I Preferred Shares of $5.00) to holders of Class I Preferred Shares on each Dividend Record Date. Dividends that are declared by the Board of Directors of the Company will be payable to holders of Class I Preferred Shares of record at 5:00 p.m. (Eastern Standard Time) on the applicable Dividend Record Date, with payment being made within 15 days

thereafter. Each holder of Class I Preferred Shares will be mailed annually, no later than February 28, information necessary to enable such Shareholder to complete an income tax return with respect to amounts paid or payable by the Company in respect of the preceding calendar year. See "*Canadian Federal Income Tax Considerations*".

Payments on Termination

All Class I Preferred outstanding on the Termination Date will be redeemed by the Company on such date. Immediately prior to the Termination Date, the Company will, to the extent possible, convert the assets of the Company to cash and will pay or make adequate provision for all of the Company's liabilities. The Company will, to the extent possible, after receipt of the net cash proceeds of the liquidation of its assets, distribute the Class I Preferred Share Repayment Amount of $5.00 per share to holders of the Class I Preferred Shares through the redemption of the Class I Preferred Shares as soon as practicable after the Termination Date.

Retraction Privileges

Class I Preferred Shares may be surrendered at any time for retraction to Computershare, but will be retracted only as of a Retraction Date. Class I Preferred Shares surrendered for retraction by a Shareholder at least 20 business days prior to a Retraction Date will be retracted and the holder will receive payment on or before the next following Retraction Payment Date. If a holder of Class I Preferred Shares makes such surrender after 5:00 p.m. (Eastern Standard Time) on the 20th business day immediately preceding a Retraction Date, the Class I Preferred Shares will be retracted on the Retraction Date in the following month and the holder will receive payment for the retracted shares as of the Retraction Payment Date in respect of the Retraction Date in the following month.

Except as noted below, holders of Class I Preferred Shares whose shares are surrendered for retraction will be entitled to receive a price per share (the "Class I Preferred Share Retraction Price") equal to the lesser of (i) $5.00; and (ii) 97% of the net asset value per New Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Class II Preferred Share and a Capital Share in the market for cancellation. For this purpose, the cost of the purchase of a Class II Preferred Share or a Capital Share will include the purchase price of the Class II Preferred Shares or Capital Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of Manulife to fund the purchase of the Class II Preferred Share and the Capital Share (to a maximum of 1% of the net asset value per New Unit). Any accrued or declared and unpaid dividends payable on or before a Retraction Date in respect of Class I Preferred Shares tendered for retraction on such Retraction Date will also be paid on the Retraction Payment Date.

Shareholders also have an annual retraction right under which they may concurrently retract an equal number of Class I Preferred Shares, Class II Preferred Shares and Capital Shares on the October Retraction Date in each year. The price paid by the Company for such a concurrent retraction will be equal to the net asset value per New Unit calculated as of such date.

Notwithstanding the foregoing, if at any time while any 2011 Warrants are outstanding the net asset value per New Unit is in excess of $10.00, or while any 2012 Warrants are outstanding the net asset value per New Unit is in excess of $12.50, a diluted net asset value per New Unit will be calculated in addition to the basic net asset value per Unit, and any payment of retraction proceeds will be based on the diluted net asset value per New Unit. See "*Calculation of Net Asset Value*".

As disclosed below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", if a holder of Class I Preferred Shares tendered for retraction has not withheld

his or her consent thereto in the manner provided in the retraction notice delivered to CDS through a CDS Participant, the Company may, but is not obligated to, require the Recirculation Agent to use its best efforts to find purchasers for any Class I Preferred Shares tendered for retraction prior to the relevant Retraction Payment Date pursuant to the Recirculation Agreement. In such event, the amount to be paid to the holder of the Class I Preferred Shares on the Retraction Payment Date will be an amount equal to the proceeds of the sale of the Class I Preferred Shares less any applicable commissions. Such amount will not be less than the Class I Preferred Share Retraction Price. Holders of Class I Preferred Shares are free to withhold their consent to such treatment and to require the Company to retract their Class I Preferred Shares in accordance with their terms.

Subject to the Company's right to require the Recirculation Agent to use its best efforts to find purchasers prior to the relevant Retraction Payment Date for any Class I Preferred Shares tendered for retraction, any and all Class I Preferred Shares which have been surrendered to the Company for retraction are deemed to be outstanding until (but not after) the close of business on the relevant Retraction Date, unless the Class I Preferred Share Retraction Price is not paid on the Retraction Payment Date, in which event such Class I Preferred Shares will remain outstanding.

The retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*" below. Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Class I Preferred Shares which are not retracted by the Company on the relevant Retraction Date.

If any Class I Preferred Shares are tendered for retraction and are not resold in the manner described below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", the Company will, prior to the Retraction Payment Date, purchase for cancellation that number of Class II Preferred Shares and Capital Shares which equals the number of Class I Preferred Shares so retracted. Any Class II Preferred Shares or Capital Shares so purchased for cancellation will be purchased in the market.

Priority and Rating

The Class I Preferred Shares rank in priority to the Class II Preferred Shares and the Capital Shares with respect to the payment of dividends and in priority to the Class II Preferred Shares, the Capital Shares and the Class B Shares with respect to the repayment of capital on the dissolution, liquidation or winding-up of the Company. The Class I Preferred Shares have not been rated by any rating organization.

Certain Provisions of the Class II Preferred Shares

Dividends

The Company will pay, as and when declared by the Board of Directors of the Company, a fixed cumulative preferential monthly cash dividend of $0.03125 per Class II Preferred Share (to yield 7.50% per annum on the notional issue price of the Class II Preferred Shares of $5.00) to holders of Class II Preferred Shares on each Dividend Record Date, provided that no dividends shall be declared or payable unless and until the net asset value per New Unit exceeds $12.50. Dividends that are declared by the Board of Directors of the Company will be payable to holders of Class II Preferred Shares of record at 5:00 p.m. (Eastern Standard Time) on the applicable Dividend Record Date, with payment being made within 15 days thereafter. Each holder of Class II Preferred Shares will be mailed annually, no later than February 28, information necessary to enable such Shareholder to complete an income tax return with

respect to amounts paid or payable by the Company in respect of the preceding calendar year. See "*Canadian Federal Income Tax Considerations*".

Payments on Termination

All Class II Preferred Shares outstanding on the Termination Date will be redeemed by the Company on such date. Immediately prior to the Termination Date, the Company will, to the extent possible, convert the assets of the Company to cash and will pay or make adequate provision for all of the Company's liabilities. The Company will, to the extent possible, after receipt of the net cash proceeds of the liquidation of its assets, and after paying the Class I Preferred Share Repayment Amount to the holders of the Class I Preferred Shares, distribute the Class II Preferred Share Repayment Amount of $5.00 per share to holders of Class II Preferred Shares through the redemption of the Class II Preferred Shares as soon as practicable after the Termination Date.

Retraction Privileges

Class II Preferred Shares may be surrendered at any time for retraction to Computershare, but will be retracted only as of a Retraction Date. Class II Preferred Shares surrendered for retraction by a Shareholder at least 20 business days prior to a Retraction Date will be retracted and the holder will receive payment on or before the next following Retraction Payment Date. If a holder of Class II Preferred Shares makes such surrender after 5:00 p.m. (Eastern Standard Time) on the 20th business day immediately preceding a Retraction Date, the Class II Preferred Shares will be retracted on the Retraction Date in the following month and the holder will receive payment for the retracted shares as of the Retraction Payment Date in respect of the Retraction Date in the following month.

Except as noted below, holders of Class II Preferred Shares whose shares are surrendered for retraction will be entitled to receive a price per share (the "Class II Preferred Share Retraction Price") equal to the lesser of (i) $5.00; and (ii) 97% of the net asset value per New Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Class I Preferred Share and a Capital Share in the market for cancellation. For this purpose, the cost of the purchase of a Class I Preferred Share or a Capital A Share will include the purchase price of the Class I Preferred Shares or Capital Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of Manulife to fund the purchase of the Class I Preferred Share and the Capital Share (to a maximum of 1% of the net asset value per New Unit). Any accrued or declared and unpaid dividends payable on or before a Retraction Date in respect of Class II Preferred Shares tendered for retraction on such Retraction Date will also be paid on the Retraction Payment Date.

Shareholders also have an annual retraction right under which they may concurrently retract an equal number of Class I Preferred Shares, Class II Preferred Shares and Capital Shares on the October Retraction Date in each year. The price paid by the Company for such a concurrent retraction will be equal to the net asset value per New Unit calculated as of such date.

Notwithstanding the foregoing, if at any time while any 2011 Warrants are outstanding the net asset value per New Unit is in excess of $10.00, or while any 2012 Warrants are outstanding the net asset value per New Unit is in excess of $12.50, a diluted net asset value per New Unit will be calculated in addition to the basic net asset value per Unit, and any payment of retraction proceeds will be based on the diluted net asset value per New Unit. See "*Calculation of Net Asset Value*".

As disclosed below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", if a holder of Class II Preferred Shares tendered for retraction has not withheld his or her consent thereto in the manner provided in the retraction notice delivered to CDS through a CDS

Participant, the Company may, but is not obligated to, require the Recirculation Agent to use its best efforts to find purchasers for any Class II Preferred Shares tendered for retraction prior to the relevant Retraction Payment Date pursuant to the Recirculation Agreement. In such event, the amount to be paid to the holder of the Class II Preferred Shares on the Retraction Payment Date will be an amount equal to the proceeds of the sale of the Class II Preferred Shares less any applicable commission. Such amount will not be less than the Class II Preferred Share Retraction Price. Holders of Class II Preferred Shares are free to withhold their consent to such treatment and to require the Company to retract their Class II Preferred Shares in accordance with their terms.

Subject to the Company's right to require the Recirculation Agent to use its best efforts to find purchasers prior to the relevant Retraction Payment Date for any Class II Preferred Shares tendered for retraction, any and all Class II Preferred Shares which have been surrendered to the Company for retraction are deemed to be outstanding until (but not after) the close of business on the relevant Retraction Date, unless the Class II Preferred Share Retraction Price is not paid on the Retraction Payment Date, in which event such Class II Preferred Shares will remain outstanding.

The retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*" below. Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Class II Preferred Shares which are not retracted by the Company on the relevant Retraction Date.

If any Class II Preferred Shares are tendered for retraction and are not resold in the manner described below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", the Company will, prior to the Retraction Payment Date, purchase for cancellation that number of Class I Preferred Shares and Capital Shares which equals the number of Class II Preferred Shares so retracted. Any Class I Preferred Shares or Capital Shares so purchased for cancellation will be purchased in the market.

Priority and Rating

The Class II Preferred Shares rank subsequent to the Class I Preferred Shares and in priority to the Capital Shares with respect to the payment of dividends, and subsequent to the Class I Preferred Shares and in priority to the Capital Shares and the Class B Shares with respect to the repayment of capital on the dissolution, liquidation or winding-up of the Company. The Class II Preferred Shares have not been rated by any rating organization.

Certain Provisions of the Capital Shares

Dividends and other Distributions

Holders of the Capital Shares will be provided with dividends in an amount to be set by the Board of Directors of the Company at its discretion, based on market conditions, provided that no dividends will be declared paid unless and until the net asset value per New Unit exceeds $15.00 and provided further that no dividends will be declared or paid unless all dividends on the Class I Preferred Shares and, if applicable, Class II Preferred Shares have been declared and paid or monies set aside for payment. The amount of dividends or other distributions in any particular month will be determined by the Board of Directors of the Company on the advice of Quadravest, having regard to the investment objectives of the Company, the net income and net realized capital gains of the Company during the month and in the year to date, the net income and net realized capital gains of the Company anticipated in the balance of the year, the net asset value per New Unit and dividends or distributions paid in previous monthly periods.

Dividends or other distributions declared by the Board of Directors of the Company on the Capital Shares will be payable to holders of Capital Shares of record at 5:00 p.m. (Eastern Standard Time) on the applicable Dividend Record Date with payment being made within 15 days thereafter. Each holder of Capital Shares will be mailed annually, no later than February 28, information necessary to enable such shareholder to complete an income tax return with respect to amounts paid or payable by the Company in respect of the preceding calendar year. See "*Canadian Federal Income Tax Considerations*".

Payments on Termination

All Capital Shares outstanding on the Termination Date will be redeemed by the Company on such date. Immediately prior to the Termination Date, the Company will, to the extent possible, convert the common shares of Manulife or other assets of the Company to cash and pay or make provision for all of the Company's liabilities and will, to the extent possible, distribute to holders of the Class I Preferred Shares and the Class II Preferred Shares the Class I Preferred Share Repayment Amount and the Class II Preferred Share Repayment Amount, respectively, through the redemption of the Class I Preferred Shares and the Class II Preferred Shares, and return to holders of Class B Shares their aggregate initial investment amount of $1,000 ($1.00 per Class B Share). The Company will thereafter distribute to holders of the Capital Shares the remaining assets of the Company, if any, as soon as practicable after the Termination Date.

Retraction Privileges

Capital Shares may be surrendered at any time for retraction to Computershare, but will be retracted only as of a Retraction Date. Capital Shares surrendered for retraction by a Shareholder at least 20 business days prior to a Retraction Date will be retracted and the holder will receive payment on or before the Retraction Payment Date. If a holder of Capital Shares makes such surrender after 5:00 p.m. (Eastern Standard Time) on the 20th business day immediately preceding a Retraction Date, the Capital Shares will be retracted as of the Retraction Date in the following month and the holder will receive payment for the retracted Shares on the Retraction Payment Date in respect of the Retraction Date in the following month.

Except as noted below, holders of Capital Shares whose shares are surrendered for retraction will be entitled to receive a retraction price per share ("Capital Share Retraction Price") equal to 97% of the net asset value per New Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Class I Preferred Share and a Class II Preferred Share in the market for cancellation. For this purpose, the cost of the purchase of a Class I Preferred Share and a Class II Preferred Share will include the purchase price of the Class I Preferred Share and the Class II Preferred Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of Manulife to fund the purchase of the Class I Preferred Share and Class II Preferred Share (to a maximum of 1% of the net asset value per New Unit). Any declared and unpaid dividends payable on or before a Retraction Date in respect of Capital Shares tendered for retraction on such Retraction Date will also be paid on the Retraction Payment Date.

Shareholders also have an annual retraction right under which they may concurrently retract one Capital Shares, one Class I Preferred Share and one Class II Preferred Share on the October Retraction Date in each year. The price paid by the Company for such a concurrent retraction will be equal to the net asset value per New Unit calculated as of such date.

Notwithstanding the foregoing, if at any time while any 2011 Warrants are outstanding the net asset value per New Unit is in excess of $10.00, or while any 2012 Warrants are outstanding the net asset value per New Unit is in excess of $12.50, a diluted net asset value per New Unit will be calculated in

addition to the basic net asset value per Unit, and any payment of retraction proceeds will be based on the diluted net asset value per New Unit. See "*Calculation of Net Asset Value*".

As disclosed below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", the Company may, but is not obligated to, require the Recirculation Agent to use its best efforts to find purchasers for any Capital Shares tendered for retraction prior to the relevant Retraction Payment Date pursuant to the Recirculation Agreement. In such event, the amount to be paid to the holder of the Capital Shares on the Retraction Payment Date will be an amount equal to the proceeds of the sale of the Capital Shares less any applicable commissions. Such amount will not be less than the Capital Share Retraction Price.

Subject to the Company's right to require the Recirculation Agent to use its best efforts to find purchasers prior to the relevant Retraction Payment Date for any Capital Shares tendered for retraction, any and all Capital Shares which have been surrendered to the Company for retraction are deemed to be outstanding until (but not after) the close of business on the relevant Retraction Date, unless the Capital Share Retraction Price is not paid on the Retraction Payment Date, in which event such Capital Shares will remain outstanding.

The retraction right must be exercised by causing written notice to be given within the notice periods prescribed herein and in the manner described under "*Description of the Securities of the Company – Book-Entry System*". Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Capital Shares which are not retracted by the Company on the relevant Retraction Date.

If any Capital Shares are tendered for retraction and are not resold in the manner described below under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*", the Company will, prior to the Retraction Payment Date, purchase for cancellation that number of Class I Preferred Shares and Class II Preferred Shares which equals the number of Capital Shares so retracted. Any shares so purchased for cancellation will be purchased in the market.

Priority

The Capital Shares rank subordinate to the Class I Preferred Shares and Class II Preferred Shares with respect to the payment of dividends and subordinate to the Class I Preferred Shares, Class II Preferred Shares and Class B Shares with respect to the repayment of capital on the dissolution, liquidation or winding-up of the Company.

Certain Provisions of the Warrants

Pursuant to the Capital Reorganization, each Shareholder holding Priority Equity Shares would be issued one 2011 Warrant and one 2012 Warrant for each Priority Equity Share.

Each 2011 Warrant will entitle the holder thereof (the "Warrantholder") to acquire one New Unit at a price of $10.00 (the "2011 Warrant Subscription Price") on May 31, 2010, August 31, 2010, November 30, 2010 and February 28, 2011 (the "2011 Warrant Exercise Dates"). 2011 Warrants may only be exercised on a 2011 Warrant Exercise Date, and a Warrantholder wishing to exercise 2011 Warrants on a 2011 Warrant Exercise Date must do so before 4:00 p.m. (Eastern time) on that date. Warrants not exercised by such time on the final 2011 Warrant Exercise Date of February 28, 2011 (the "2011 Warrant Expiry Date") will be void and of no value following the 2011 Warrant Expiry Date.

Each 2012 Warrant will entitle the Warrantholder to acquire one New Unit at a price of $12.50 (the "2012 Warrant Subscription Price") on each of the last business days in the months of February, May, August and November in each year, commencing with May 31, 2010 and ending February 28, 2012 (the "2012 Warrant Exercise Dates"). 2012 Warrants may only be exercised on a 2012 Warrant Exercise Date, and a Warrantholder wishing to exercise 2012 Warrants on a 2012 Warrant Exercise Date must do so before 4:00 p.m. (Eastern time) on that date. Warrants not exercised by such time on the final 2012 Warrant Exercise Date of February 28, 2012 (the "2012 Warrant Expiry Date") will be void and of no value following the 2012 Warrant Expiry Date.

The interest of a holder of a Capital Share in the portfolio assets of the Company may be diluted as a result of the exercise of Warrants by the holders thereof, and the interests of a holder of a Class I Preferred Share or a Class II Preferred Share in such portfolio assets may be diluted as a result of the exercise of Warrants by others. See "*Risk Factors*".

Computershare Trust Company of Canada (the "Warrant Agent") will be appointed the agent of the Company to receive subscriptions and payments from Warrantholders, to act as registrar and transfer agent for the Warrants and to perform certain services relating to the exercise and transfer of Warrants pursuant to a warrant indenture (the "Warrant Indenture") to be entered into with the Company prior to the date the Capital Reorganization is implemented. The Company will pay for the services of the Warrant Agent.

The Company will cause Warrant Certificates to be delivered to or electronically deposited to CDS via CDS' book-based system on an NCI basis and registered in the name of CDS or its nominee. Beneficial Shareholders holding Priority Equity Shares through a CDS Participant will not receive physical certificates evidencing ownership of Warrants except as required to process the exercise of the Warrants. The Company expects that such Beneficial Shareholders will receive a confirmation of the number of Warrants issued to them from their CDS Participant in accordance with the practices and procedures of a CDS Participant. CDS will be responsible for establishing and maintaining book-based accounts for CDS Participants with clients holding Warrants.

None of the Company, the Manager, Quadravest or the Warrant Agent will have any liability for (i) the records maintained by CDS or CDS Participants relating to the Warrants or the book-based accounts maintained by them, (ii) maintaining, supervising or reviewing any records relating to such Warrants, or (iii) any advice or representations made or given by CDS or CDS Participants with respect to the rules and regulations of CDS or any action to be taken by CDS or its participants. The ability of a person having an interest in Warrants held through a CDS Participant to pledge such interest or otherwise take action with respect to such interest (other than through a CDS Participant) may be limited due to the lack of a physical certificate.

CDS Participants that hold Warrants for more than one beneficial holder may, upon providing evidence satisfactory to the Company and the Warrant Agent, exercise Warrants on behalf of its accounts. A subscriber holding Warrants may subscribe for the resulting whole number of New Units or any lesser whole number of New Units by instructing the CDS Participant holding the subscriber's Warrants to exercise all or a specified number of such Warrants and forwarding the applicable Warrant Subscription Price for each New Unit subscribed for to the CDS Participant which holds the subscriber's Warrants. Subscription for Units will be irrevocable and subscribers will be unable to withdraw their subscriptions for Units once submitted.

The applicable Subscription Price of a Warrant is payable in Canadian funds by certified cheque, bank draft or money order drawn to the order of a CDS Participant, by direct debit from the subscriber's brokerage account or, by electronic funds transfer or other similar payment mechanism. All payments

must be forwarded to the appropriate office of the CDS Participant. The entire Subscription Price for New Units subscribed for must be paid at the time of subscription and must be received by the Warrant Agent prior to the expiry time on the applicable Warrant Exercise Date. Accordingly, a subscriber subscribing through a CDS Participant must deliver its payment and instructions sufficiently in advance of the expiry time on the applicable Warrant Exercise Date to allow the CDS Participant to properly exercise the Warrants on its behalf.

The Warrants will be fully transferable by the Warrantholders. Warrantholders in Canada may, instead of exercising their Warrants to subscribe for New Units, sell or transfer their Warrants. Warrantholders who wish to sell or transfer their Warrants must do so in the same manner in which they sell or transfer shares of the Company; namely, by providing instructions to the CDS Participant holding their Warrants in accordance with the policies and procedures of the CDS Participant.

Adjustments and Amendments

The Warrants will contain certain anti-dilution provisions. The subscription option in effect under the Warrants for Units issuable upon the exercise of the Warrants shall be subject to adjustment from time to time if, prior to the expiry time on the applicable Warrant Expiry Date, the Company shall (i) subdivide, redivide or change its outstanding Class I Preferred Shares, Class II Preferred Shares or Capital Shares into a greater number of shares; (ii) reduce, combine or consolidate its outstanding Class I Preferred Shares, Class II Preferred Shares or Capital Shares into a smaller number of shares; (iii) distribute to existing holders of Class I Preferred Shares, Class II Preferred Shares or Capital Shares any other securities of the Company including rights, options or warrants to acquire such shares or securities convertible into or exchangeable for such shares, or other property or assets, including evidence of indebtedness attributable to the holders of the Class I Preferred Shares, Class II Preferred Shares or Capital Shares; (iv) reclassify the Class I Preferred Shares, Class II Preferred Shares or Capital Shares or reorganize the capital of the Company; or (v) consolidate, amalgamate, or merge the Company with or into any other corporation or other entity, or sell or convey the property and assets of the Company as an entirety or substantially as an entirety (other than in connection with a redemption or retraction of Class I Preferred Shares, Class II Preferred Shares or Capital Shares).

In any such case, the Company shall make such adjustment, if any, as the Board of Directors of the Company shall consider appropriate to the applicable Warrant Subscription Price and the number and type of security into which the Warrants are exercisable. Any determination as to such adjustment shall be made by the Company, in its sole and absolute discretion, shall be subject to the prior approval of the TSX, and shall for all purposes be conclusive and binding on all Warrantholders.

The Warrant Indenture will provide that, from time to time, the Company and the Warrant Agent, without the consent of the Warrantholders, may amend or supplement the Warrant Indenture for certain purposes, including curing defects or inconsistencies or making any change that is necessary or advisable provided it is not prejudicial to the interests of Warrantholders. Any amendment or supplement to the Warrant Indenture that is prejudicial to the interests of the Warrantholders may only be made by extraordinary resolution (requiring the approval of not less than two-thirds of the Warrantholders voting on the resolution).

Resale of Shares Tendered for Retraction

The Company has entered into an agreement dated March 28, 2007 (the "Recirculation Agreement") with CIBC World Markets Inc. (the "Recirculation Agent") and Computershare whereby the Recirculation Agent has agreed to use its best efforts to find purchasers for any Priority Equity Shares or Class A Shares tendered for retraction prior to the relevant Retraction Payment Date, provided that the

holder of the Priority Equity Shares or Class A Shares so tendered has not withheld consent thereto. The Recirculation Agreement will be amended to provide for the Recirculation Agent to use its best efforts to find purchasers for any Priority Equity Shares or Class A Shares tendered for retraction pursuant to the Special Retraction Right and, provided the Shareholder has not withheld consent thereto, for the Recirculation Agent to find purchasers for Class I Preferred Shares, Class II Preferred Shares or Capital Shares tendered for retraction. The Company is not obligated to require the Recirculation Agent to seek such purchasers but may elect to do so. In the event that a purchaser for such shares is found in this manner, the notice of retraction shall be deemed to have been withdrawn prior to the relevant Retraction Date or the Special Retraction Date and the shares shall remain outstanding. The amount to be paid to the holder of such shares on the relevant Retraction Payment Date or the Special Retraction Payment Date will be an amount equal to the proceeds of the sale of such shares less any applicable commissions. Such amount will not be less than the Priority Equity Share Retraction Price, the Class A Share Retraction Price, the Priority Equity Share Special Retraction Price, Class A Share Special Retraction Price, the Class I Preferred Share Retraction Price, the Class II Preferred Share Retraction Price or the Capital Share Retraction Price, as the case may be.

Suspension of Retractions or Redemptions

The Company may suspend the retraction or redemption of Priority Equity Shares and Class A Shares, or the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares, or payment of retraction or redemption proceeds, during any period when normal trading is suspended on one or more stock exchanges on which the common shares of Manulife are listed or, with the prior permission of the Ontario Securities Commission, for any period not exceeding 120 days during which the Company determines that conditions exist which render impractical the sale of assets of the Company or which impair the ability of the Company to determine the value of the assets of the Company. The suspension may apply to all requests for retraction 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 Shareholders making such requests shall be advised by the Company of the suspension and that the retraction will be effected at a price determined on the first Valuation Date following the termination of the suspension. All such Shareholders shall have and shall be advised that they have the right to withdraw their requests for retraction. 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 Company, any declaration of suspension made by the Company shall be conclusive.

Book-Entry System

Registration of interests in and transfers of the Priority Equity Shares and Class A Shares, and of the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares, will be made only through a book-entry system administered by CDS (the "book entry only system"). On the closing of its initial public offering, the Company delivered to CDS certificates evidencing the aggregate Priority Equity Shares and Class A Shares subscribed for under such offering. The Company will deliver to CDS certificates evidencing the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares issued pursuant to the implementation of the capital reorganization.

Priority Equity Shares and Class A Shares, and Class I Preferred Shares, Class II Preferred Shares and the Capital Shares, must be purchased, transferred and surrendered for retraction or redemption through a CDS Participant. All rights of an owner of Priority Equity Shares or Class A Shares, or of the Class I Preferred Shares, the Class II Preferred Shares or the Capital Shares, 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 Priority Equity Shares or Class A Shares, or Class I Preferred Shares, Class II Preferred Shares or Capital Shares, as the case may be. References in this Annual Information Form to a holder of Priority Equity Shares or Class A Shares, or to the holder of Class I Preferred Shares, Class II Preferred Shares or Capital Shares, as the case may be, means, unless the context otherwise requires, the owner of the beneficial interest in such shares.

The ability of a beneficial owner of Priority Equity Shares or Class A Shares, or of Class I Preferred Shares, Class II Preferred Shares or Capital Shares, to pledge such shares or otherwise take action with respect to such owner's interest in such shares (other than through a CDS Participant) may be limited due to the lack of a physical certificate.

An owner of Priority Equity Shares or Class A Shares, or Class A Shares, or of Class I Preferred Shares, Class II Preferred Shares or Capital Shares, who desires to exercise retraction 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 retract shares, no later than 5:00 p.m. (Eastern Standard Time) on the relevant notice date. An owner who desires to retract Priority Equity Shares or Class A Shares (including pursuant to the special retraction right), or Class I Preferred Shares, Class II Preferred Shares or Capital Shares, should ensure that the CDS Participant is provided with notice of his intention to exercise his retraction 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 form for a retraction notice will be available from a CDS Participant or Computershare, the Company's transfer agent and registrar. Any expense associated with the preparation and delivery of such retraction notices will be for the account of the owner exercising the retraction privilege.

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

Any retraction 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 retraction 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 retraction 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 Company to the CDS Participant or the owner.

The Company has the option to terminate registration of the Priority Equity Shares or Class A Shares, or the Class I Preferred Shares, Class II Preferred Shares or Capital Shares, through the book entry only system, in which case certificates for Priority Equity Shares or Class A Shares, or for Class I Preferred Shares, Class II Preferred Shares or Capital Shares, as the case may be, in fully registered form would be issued to beneficial owners of such shares, or their nominees.

Meetings of Shareholders

Except as required by law or set out below, holders of Priority Equity Shares and Class A Shares, or of the Class I Preferred Shares, Class II Preferred Shares or Capital Shares, will not be entitled to receive notice of, to attend or to vote at any meeting of shareholders of the Company.

Acts Requiring Shareholder Approval

The following matters require the approval of the holders of Priority Equity Shares and Class A Shares, or of the Class I Preferred Shares, Class II Preferred Shares or Capital Shares, by a two-thirds majority vote (other than matters referred to in paragraphs (c), (l) and (m), which require approval of 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 Company;

(b) a change in the investment restrictions of the Company as described under "*Investment Restrictions*";

(c) the entering into by the Company of transactions involving derivatives, other than the use of derivatives as described in this Annual Information Form and any other use of derivatives permitted under NI 81-102;

(d) any change in the basis of calculating fees or other expenses that are charged to the Company which could result in an increase in charges to the Company;

(e) the introduction of a fee or expense to be charged to the Company or directly to shareholders by the Company or the Manager in connection with the holding of securities of the Company that could result in an increase in charges to the Company or its shareholders;

(f) the approval to the appointment of a successor to the Manager following the resignation of the Manager unless an affiliate is appointed;

(g) the removal of the Manager and the appointment of a successor in the event the Manager is insolvent, or is in breach or default of its obligations under the Management Agreement and such breach or default is not cured within 30 days of notice of such breach or default being given to the Manager;

(h) the approval of any other change of the Manager of the Company unless an affiliate of the Manager becomes the manager;

(i) the approval of the assignment of the Investment Management Agreement by Quadravest, except to an affiliate;

(j) the confirmation of the appointment of a successor to Quadravest in the event the Company terminates the Investment Management Agreement unless an affiliate is appointed;

(k) the approval of the termination of the Investment Management Agreement by Quadravest, unless the reason for such termination is (i) a material breach or default by the Company of its obligations under the Investment Management Agreement where notice of such breach or default has been provided by Quadravest to the Company and it remains uncured for 30 days, or (ii) there has been a material change to the fundamental investment objectives, strategies or criteria of the Company;

(l) a decrease in the frequency of calculating the net asset value;

(m) a change of the auditors of the Company, unless such change does not require shareholder approval under applicable securities legislation;

(n) any merger of the Company for which shareholder approval under NI 81-102 would be required;

(o) any extension of the Termination Date beyond December 1, 2014;

(p) an amendment, modification or variation in the provisions or rights attaching to the Preferred Shares or the Class A Shares, or the Class I Preferred Shares, Class II Preferred Shares or Capital Shares, or the Class B Shares; and

(q) any other change for which the approval of the holders of the Priority Equity Shares and Class A Shares, or of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares, is required under the provisions of the *Business Corporations Act* (Ontario).

Each Priority Equity Share and Class A Share, or each Class I Preferred Share, Class II Preferred Share or Capital Share, as the case may be, will have one vote at such a meeting and will not vote separately as a class in respect of any vote taken (except for a vote in respect of the matters referred to in paragraphs (a), (b), (i), (o) and (p) above and any other matters referred to above if a class is affected by the matter in a manner different from the other classes of shares of the Company). Ten per cent of the outstanding Priority Equity Shares and Class A Shares, respectively, and 10% of the outstanding or of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares, respectively, represented in person or by proxy at the meeting will constitute a quorum. If no quorum is present, the holders of Priority Equity Shares and Class A Shares, or of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares, then present will constitute a quorum at an adjourned meeting.

Reporting to Shareholders

The Company will deliver (or, if permitted by law, make available) to each Shareholder annual and semi-annual financial statements of the Company or such other statements as may be required by law.

VALUATION OF PORTFOLIO SECURITIES

The net asset value of the Company is calculated by RBC Dexia Investor Services Trust ("RBC Dexia") as of each Retraction Date and as of the 15th day of each month or if the 15th day of each month is not a Business Day then the immediately preceding Business Day (each, a "Valuation Date") by subtracting the aggregate amount of the Company's liabilities from its total assets. The Company's assets are valued in accordance with any requirements of law, including National Instrument 81-106 Investment Fund Continuous Disclosure ("NI 81-106"), and the following valuation principles of RBC Dexia:

(a) the value of any cash on hand, on deposit or on call, prepaid expenses, cash dividends declared and interest accrued and not yet received, shall be deemed to be the face amount thereof, unless RBC Dexia determines that any such deposit or call loan is not worth the face amount thereof, in which event the value thereof shall be deemed to be such value as RBC Dexia determines to be the reasonable value thereof;

(b) the value of any bonds, debentures, and other debt obligations shall be valued by taking the average of the bid and ask prices on a Valuation Date at such times as RBC Dexia, in its discretion, deems appropriate. Short-term investments including notes and money market instruments shall be valued at cost plus accrued interest;

(c) the value of any security which is listed on any recognized exchange shall be determined by the sale price at the time of valuation or, if there is no sale price, the average between the bid and the asked price on the day on which the net asset value of the Company is being determined, all as reported by any report in common use or authorized as official by a recognized stock exchange; provided that if such stock exchange is not open for trading on that date, then on the last previous date on which such stock exchange was open for trading;

(d) the value of any security or other asset for which a market quotation is not readily available shall be its fair market value as determined by RBC Dexia;

(e) purchased or written clearing corporation options, options on futures, over-the-counter options, debt-like securities and listed warrants shall be valued at the current market value thereof;

(f) where a covered clearing corporation option, option on futures or over-the-counter option is written, the premium received by the Company shall be reflected as a deferred credit which shall be valued at an amount equal to the current market value of the clearing corporation option, option on futures or over-the-counter option that 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 net asset value of the Company. The securities, if any, which are the subject of a written clearing corporation option, or over-the-counter option shall be valued at their then current market value; and

(g) all expenses or liabilities (including fees payable to the Manager or Quadravest) of the Company shall be calculated on an accrual basis.

The value of any security or property to which, in the opinion of RBC Dexia, the above valuation principles cannot be applied (whether because no price or yield equivalent quotations are available as above provided, or for any other reason) shall be the fair value thereof determined in such manner as RBC Dexia from time to time provides. The Manager does not have the discretion to require RBC Dexia to deviate from these valuation principles.

CALCULATION OF NET ASSET VALUE

The net asset value per Original Unit or per New Unit, as the case may be, is the amount obtained by dividing the net asset value of the Company as of a particular Valuation Date by the total number of Original Units or New Units outstanding on that date. The net asset value per Original Unit or per New Unit, as of the most recent mid-month or month-end Valuation Date, will be provided by Quadravest to Shareholders on request and will be available electronically at any time to Shareholders at www.MSplit.com.

If at any time while any 2011 Warrants are outstanding the net asset value per New Unit is in excess of $10.00, or while any 2012 Warrants are outstanding the net asset value per New Unit is in excess of $12.50, a diluted net asset value per New Unit will be calculated in addition to the basic net asset value per Unit, and any payment of retraction proceeds will be based on the diluted net asset value per New Unit. The diluted net asset value per New Unit of the Company at any such time shall be calculated by dividing (a) the net asset value at that time plus the product of the number of 2011 Warrants then outstanding and $10.00 plus (if the net asset value per New Unit exceeds $12.50) the product of the number of 2012 Warrant then outstanding and $12.50, by (b) the number of New Units then outstanding plus the number of New Units to be issued on the exercise of all 2011 Warrants then outstanding plus (if

the net asset value per New Unit exceeds $12.50), the number of New Units to be issued on the exercise of all 2012 Warrants then outstanding. The diluted net asset value per Unit shall be deemed to be the resulting quotient. If the Company were to issue additional warrants in the future, it would similarly calculate a diluted net asset value at any time when such warrants were "in the money".

PURCHASES AND SWITCHES

Priority Equity Shares and Class A Shares are not currently being offered. There is no intention to offer Class I Preferred Shares, Class II Preferred Shares and Capital Shares. There are no applicable switch rights.

RETRACTIONS AND REDEMPTIONS

Retraction and redemption rights are discussed above under "*Description of the Securities of the Company – Certain Provisions of the Priority Equity Shares*", and "*Description of the Securities of the Company – Certain Provisions of the Class A Shares*", "*Description of the Securities of the Company – Certain Provisions of the Class I Preferred Shares*", "*Description of the Securities of the Company – Certain Provisions of the Class II Preferred Shares*" and "*Description of the Securities of the Company – Certain Provisions of the Capital Shares*".

MANAGEMENT OF THE COMPANY

Directors and Officers of the Company

The following are the names, municipalities of residence, office and principal occupations of the directors and officers of the Company.

Name and Municipality of Residence	Office	Principal Occupation
S. WAYNE FINCH[(1)] Brampton, Ontario	Chairman, President, Chief Executive Officer and Director	Chief Executive and Chief Investment Officer, Quadravest Capital Management Inc.
LAURA L. JOHNSON Oakville, Ontario	Secretary and Director	Managing Director and Portfolio Manager, Quadravest Capital Management Inc.
PETER F. CRUICKSHANK Brampton, Ontario	Chief Financial Officer and Director	Managing Director and Chief Financial Officer, Quadravest Capital Management Inc.
WILLIAM C. THORNHILL Mississauga, Ontario	Director	President, William C. Thornhill Consulting Inc.
MICHAEL W. SHARP[(1)] Toronto, Ontario	Director	Partner, Blake, Cassels & Graydon LLP

JOHN D. STEEP[1] Stratford, Ontario	Director	President, S Factor Consulting Inc.

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[1] Member of the Audit Committee.

All of the directors and officers of the Company have held the same principal occupation for the five years preceding the date hereof.

The Manager

Pursuant to an agreement between the Company and Quadravest Inc. dated March 28, 2007 (the "Management Agreement"), Quadravest Inc. is the manager of the Company and, as such, is responsible for providing or arranging for administrative services required by the Company including, without limitation, authorizing the payment of operating expenses incurred on behalf of the Company; preparing financial statements and financial and accounting information as required by the Company; ensuring that shareholders are provided with such financial statements (including semi-annual and annual financial statements) as they have requested and such other reports as are from time to time required by applicable law; ensuring that the Company complies with regulatory requirements and applicable stock exchange listing requirements; preparing the Company's reports to shareholders and the Canadian securities regulatory authorities; determining the amount of dividends to be paid by the Company; and negotiating contractual agreements with third-party providers of services, including registrars, transfer agents, auditors and printers.

The Manager is required to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of shareholders and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent manager would exercise in similar circumstances. The Management Agreement provides that the Manager will not be liable in any way for any default, failure or defect in or diminution in the value of any of the securities held by the Company if it has satisfied the standard of care, diligence and skill set forth above. The Manager will incur liability for wilful misconduct, bad faith, negligence or other breach of this standard of care.

The Manager may resign upon 60 days notice to shareholders and the Company or such lesser notice as the Company may accept. If the Manager resigns it may appoint its successor, but its successor must be approved by shareholders unless it is an affiliate of the Manager. If the Manager commits certain events of bankruptcy or insolvency or is in material breach or default of its obligations under the Management Agreement and such breach or default has not been cured within 30 days after notice of same has been given to the Manager, the Company shall give notice thereof to shareholders and the shareholders may remove the Manager and appoint a successor manager. Except as described above, the Manager cannot be terminated as manager of the Company.

The Manager is entitled to fees for its services under the Management Agreement as described under "*Fees and Expenses*" and will be reimbursed for all reasonable costs and expenses incurred by it on behalf of the Company. In addition, the Manager and each of its directors, officers, employees and agents will be indemnified by the Company from and against all legal fees, judgments and amounts paid in settlement, actually and reasonably incurred by the Manager or any of its officers, directors, employees or agents in the exercise of its duties as manager, unless those fees, judgments or amounts paid in settlement were incurred as a result of a breach by the Manager of the standard of care described above and provided the Company has reasonable grounds to believe that the action or inaction that caused the payment of fee, judgment or amount paid in settlement was in the best interests of the Company.

The management services of the Manager under the Management Agreement are not exclusive and nothing in the Management Agreement prevents the Manager 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 Company) or from engaging in other activities. For a list of the directors and officers of the Manager, see "*Management of the Company – The Investment Manager"*.

The principal office address of the Manager is 77 King Street West, Suite 4500, Toronto, Ontario M5K 1K7. The Manager is controlled by S. Wayne Finch.

The Investment Manager

Quadravest will manage the Company's investment portfolio in a manner consistent with the investment objectives, strategy and criteria of the Company pursuant to an agreement (the "Investment Management Agreement") between the Company and Quadravest dated March 28, 2007. Investment assets are generally managed by Quadravest to meet specific absolute return objectives rather than taking on the additional risk of targeting relative returns. As a result of the dual focus of absolute returns and capital preservation, Quadravest is able to adopt a more defensive approach in implementing its investment strategies than would be the case if it focused on relative returns. Quadravest relies on fundamental analysis in managing equity portfolios, such that it focuses on a company's earnings history, relative price- earnings multiple, cash flow, dividend yield, market position and growth prospects.

Quadravest is the investment manager of 14 other public mutual fund corporations and one public mutual fund trust with total assets under management of approximately $1.2 billion. The principal office address of Quadravest is at 77 King Street West, Suite 4500, Toronto, Ontario M5K 1K7, and its website address is www.quadravest.com. The Manager owns all of the voting shares of Quadravest.

Directors and Officers of Quadravest

The name and municipality of residence of each of the directors and officers of Quadravest, who also hold similar positions with the Manager, are as set out below.

Name and Municipality of Residence	**Office**
S. WAYNE FINCH Brampton, Ontario	Chairman, President, Secretary, Chief Executive Officer, Chief Investment Officer and Director
LAURA L. JOHNSON Oakville, Ontario	Managing Director and Portfolio Manager
PETER F. CRUICKSHANK Brampton, Ontario	Managing Director and Chief Financial Officer

Wayne Finch is the Chairman and Chief Investment Officer of Quadravest. Mr. Finch has over 23 years of experience in designing and managing investment portfolios. Prior to forming Quadravest in 1997, Mr. Finch was Vice-President at another investment management firm where he was a portfolio manager of a number of publicly traded investment vehicles, and prior to that was a portfolio manager in the treasury operations of a major Canadian trust company where he managed a number of common and preferred share portfolios and mutual funds.

Laura L. Johnson is the Portfolio Manager and Managing Director of Quadravest. Ms. Johnson has over 17 years of experience in the financial services industry, including extensive experience with

investment products employing investment strategies similar to those of the Company. Prior to forming Quadravest with Mr. Finch, Ms. Johnson was employed in the structured finance, equity and fixed income areas at another investment management firm where she worked extensively on investment products.

Peter F. Cruickshank is the Chief Financial Officer and Managing Director of Quadravest. Mr. Cruickshank is a chartered accountant who has spent the last 24 years of his career in the investment industry. Prior to joining Quadravest, he was a director and the chief financial officer of another investment management firm from 1986 to 1999.

Investment Management Agreement

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

Under the Investment Management Agreement, Quadravest is required to act at all times on a basis which is fair and reasonable to the Company, to act honestly and in good faith with a view to the best interests of the shareholders of the Company 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 Quadravest will not be liable in any way for any default, failure or defect in or diminution in the value of any of the securities in the Portfolio if it has satisfied the standard of care, diligence and skill set forth above. Quadravest will incur liability for any breach of this standard of care.

The Investment Management Agreement, unless terminated as described below, will continue in effect until the final redemption of the Priority Equity Shares and Class A Shares on the Termination Date. The Company may terminate the Investment Management Agreement if Quadravest has committed certain events of bankruptcy or insolvency or is in material breach or default of the provisions of the agreement and such breach has not been cured within 30 days after notice of the breach has been given to Quadravest. Otherwise, Quadravest cannot be terminated as investment manager of the Company.

Except as set out below, Quadravest may not terminate the Investment Management Agreement or assign the same except to an affiliate of Quadravest, without shareholder approval. Quadravest may terminate the Investment Management Agreement if the Company 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 the breach or default to the Company or if there is a material change in the fundamental investment objectives, strategy or criteria of the Company.

If the Investment Management Agreement is terminated, the Board of Directors of the Company will promptly appoint a successor investment manager to carry out the activities of Quadravest until a meeting of shareholders of the Company is held to confirm such appointment.

Quadravest is entitled to fees for its services under the Investment Management Agreement as described under "*Fees and Expenses*" and will be reimbursed for all reasonable costs and expenses incurred by it on behalf of the Company. In addition, Quadravest and each of its directors, officers, employees and agents will be indemnified by the Company from and against all legal fees, judgments and amounts paid in settlement, actually and reasonably incurred by Quadravest or any of its officers,

directors, employees or agents in the exercise of its duties as investment manager, unless those fees, judgments or amounts paid in settlement were incurred as a result of a breach by Quadravest of the standard of care described above and provided the Company has reasonable grounds to believe that the action or inaction that caused the payment of the fee, judgment or amount paid in settlement was in the best interests of the Company.

Registrar, Transfer Agent, Custodian and Auditors

Pursuant to a Transfer Agent, Registrar and Dividend Disbursing Agreement dated March 28, 2007, Computershare, at its principal office in Toronto, has been appointed the registrar and transfer agent for the Priority Equity Shares and the Class A Shares and is responsible for assisting the Company in disbursing dividends and other distributions to holders of the Priority Equity Shares and the Class A Shares. Such agreement will be amended prior to the implementation of the Capital Reorganization to appoint Computershare the registrar and transfer agent for the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares.

Pursuant to an agreement (the "Custodian Agreement") dated March 28, 2007, RBC Dexia has been appointed as the custodian of the assets of the Company. RBC Dexia is, in addition to acting as custodian, also responsible for certain aspects of the day-to-day administration of the Company, including processing retractions, calculating net asset values and maintaining the fund valuation books and records of the Company. The address of the RBC Dexia is 77 King Street West, 11th Floor, Royal Trust Tower, Toronto-Dominion Centre, Toronto, Ontario M5W 1P9 Attention: International Investment Products. RBC Dexia will not have any responsibility or liability for any assets of the Company which it does not directly hold or have control over (including through its sub-custodians), including, without limitation, any assets of the Company pledged to a counterparty pursuant to derivatives transactions entered into by the Company, if any. RBC Dexia is entitled to receive fees from the Company and to be reimbursed for all expenses and liabilities which are properly incurred by RBC Dexia in connection with the activities of the Company.

The auditors of the Company are PricewaterhouseCoopers LLP, 77 King Street West, Toronto, Ontario M5K 1G8.

CONFLICTS OF INTEREST

Principal Holders of Securities

All of the issued and outstanding Class B Shares of the Company are owned by M Split Corp. Holding Trust (the "Trust"), of which S. Wayne Finch is the trustee and the holders of the Priority Equity Shares and Class A Shares (and, following implementation of the Capital Reorganization, the holders of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares) from time to time are the beneficiaries. As a result, any amount payable in respect of the redemption of Class B Shares on the Termination Date will be paid to the holders of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares on such date. The Class B Shares are held in escrow by RBC Dexia pursuant to an agreement dated March 28, 2007 (the "Escrow Agreement") between the Trust, RBC Dexia and the Company and will not be disposed of or dealt with in any manner until all the Class I Preferred Shares, Class II Preferred Shares and Capital Shares have been retracted or redeemed, except in certain circumstances contemplated by the Escrow Agreement.

Affiliated Entities

Except as disclosed in this Annual Information Form, no affiliated entities provide services to the Company.

Manager and Investment Advisor

Quadravest is engaged in a variety of investment management, investment advisory and other business activities. The services of Quadravest under the Investment Management Agreement are not exclusive and nothing in the Investment Management Agreement prevents Quadravest or any of its affiliates from providing similar services to other investment funds and other clients (whether or not their investment objectives, strategies and policies are similar to those of the Company) or from engaging in other activities. Quadravest's investment decisions for the Company will be made independently of those made for its other clients and independently of its own investments. However, on occasion, Quadravest may make the same investment for the Company and for one or more of its other clients. If the Company and one or more of the other clients of Quadravest are engaged in the purchase or sale of the same security, the transactions will be effected on an equitable basis.

Quadravest and the Manager will receive the fees described under "*Fees and Expenses*" for their respective services to the Company and will be reimbursed by the Company for all expenses incurred in connection with the operation and administration of the Company. S. Wayne Finch controls the Manager, which in turn owns all of the voting shares of Quadravest.

Insider Reporting

Quadravest and the Manager have each undertaken to file, and have agreed to cause their directors and senior officers to file, insider trading reports as if the Company was not a mutual fund, in accordance with applicable securities legislation in respect of trades made by it or those directors and senior officers in shares of the Company.

The senior officers and directors of the Company have also undertaken to file insider trading reports, as if the Company was not a mutual fund, in accordance with applicable provincial securities legislation, for themselves. The Company has undertaken that it will not elect or appoint any person in the future as a senior officer or director unless such person undertakes to file insider trading reports as if the Company was not a mutual fund, in accordance with applicable provincial securities legislation and to deliver to each applicable provincial securities regulatory authority an undertaking to file insider trading reports in accordance with applicable provincial securities legislation. The foregoing undertakings shall remain in full force until such time as, in the case of the undertaking of Quadravest and the Manager, the voting shares of the Company are not controlled directly or indirectly by Mr. Finch; in the case of the undertakings of a director or senior officer of the Company, such person ceases to be a director or officer of the Company; or in each case all of the Priority Equity Shares and Class A Shares, or all Class I Preferred Shares, Class II Preferred Shares and Capital Shares, as the case may be, have been redeemed or retracted.

Brokerage Commissions

When the services and prices offered by more than one broker or dealer are comparable and satisfy best execution criteria, Quadravest may choose to effect portfolio transactions with brokers and dealers who provide services such as research, statistical data, financial and economic databases and other similar services. The following companies have provided financial information services that Quadravest uses as part of its investment decision making process and remuneration for these services was paid

through brokerage commissions on trades executed by the company under "client commissions arrangements" (also known as "soft dollar arrangements"): American Stock Exchange, Bloomberg, Dow Jones Canada, Montreal Stock Exchange, Options Price Reporting Authority, PC Quote Canada, Thomson Financial, New York Stock Exchange, Institutional Investor Services and TSX Inc.

FEES AND EXPENSES

Initial Expenses

The expenses of the initial public offering of the Priority Equity Shares and Class A Shares (including the costs of creating and organizing the Company, the costs of printing and preparing the Initial Prospectus, legal expenses of the Company, marketing expenses and legal and other out of pocket expenses incurred by the agents under the Initial Prospectus and certain other expenses) were paid by the Company out of the gross proceeds of such offering.

On-Going Fees and Other Expenses

Pursuant to the Management Agreement, the Manager is entitled to an administration fee payable monthly in arrears at an annual rate equal to 0.1% of the Company's net asset value calculated as at the last Valuation Date in each month, plus an amount equal to the service fee (the "Service Fee") payable to dealers. The Company will also pay any goods and services taxes or harmonized sales taxes applicable to this administration fee.

The Manager will pay the Service Fee to each dealer whose clients hold Class A Shares. The Service Fee will be calculated and paid at the end of each calendar quarter and will be equal to 0.50% annually of the value of the Class A Shares held by clients of the dealer. For these purposes, the value of a Class A Share at any time is the net asset value per Original Unit at such time less $10.00. No Service Fee will be paid in any calendar quarter if regular dividends are not paid to holders of Class A Shares in respect of each month of such calendar quarter.

The Manager will also pay the Service Fee to each dealer whose clients hold Capital Shares. The Service Fee will be calculated and paid at the end of each calendar quarter and will be equal to 0.50% annually of the value of the Capital Shares held by clients of the dealer. For these purposes, the value of a Capital Share at any time is the net asset value per New Unit at such time less $10.00. No Service Fee will be paid in any calendar quarter if dividends are not paid to holders of Capital Shares in respect of each month of such calendar quarter.

Pursuant to the terms of the Investment Management Agreement, Quadravest is entitled to a base management fee payable monthly in arrears at an annual rate equal to 0.55% of the Company's net asset value calculated as at the last Valuation Date in each month. The Company will also pay any goods and services taxes or harmonized sales taxes applicable to the base management fee. Effective with the implementation of the Capital Reorganization, the Investment Management Agreement will be amended such that (i) the annual management fee payable to Quadravest will be reduced from 0.55% to 0.45% per annum of the net asset value of the Company, and (ii) an amount equal to the discount to net asset value not paid to Shareholders for any monthly retractions of Class I Preferred Shares, Class II Preferred Shares or Capital Shares would be paid to Quadravest as an additional management fee and not retained by the Company.

FUND GOVERNANCE

The Board of Directors of the Company has overall responsibility for its corporate governance, as with all corporations. Three of the six directors of the Company are neither officers, directors or employees of Quadravest or the Manager. The auditors are independent of the Company, Quadravest and the Manager, as are Computershare and RBC Dexia.

Independent Review Committee

In accordance with its requirements of National Instrument 81-107 Independent Review Committee for Investment Funds ("NI 81-107"), the Company has established an independent review committee ("IRC") consisting of Messrs. Thornhill and Steep, two of the independent directors of the Company, and Mr. Gordon A. M Currie, who acts as the chair of the IRC. The Manager has established a single IRC which is responsible for all of the public investment funds which it manages.

Mr. Currie is the Executive Vice President, Secretary and General Counsel of George Weston Limited, which he joined in 2005. Prior to that, he was the General Counsel of Direct Energy, the North American subsidiary of Centrica plc. Prior to that, he was a partner at Blake, Cassels & Graydon LLP, specializing in securities law, having joined the firm in 1983. Mr. Thornhill is currently the President of William C. Thornhill Consulting Inc. Until July 2005, he was the Vice-Chairman of the Investment Manager. Prior to joining the Investment Manager, Mr. Thornhill spent over 30 years in the financial services business and held a number of senior positions at a major Canadian trust company including Executive Vice-President, Products, Senior Vice-President, Finance, and Vice-President, Treasury and Corporate Investments. Mr. Steep is currently the President of S Factor Consulting Inc. Prior to retiring in 2002, Mr. Steep spent over 30 years in the financial services business and retired as a Senior Vice-President at a major Canadian chartered bank.

Under NI 81-107, the Manager must refer conflict of interest matters for review or approval to the IRC, and imposes obligations upon the Manager to establish written policies and procedures for dealing with conflict of interest matters, to maintain records in respect of these matters and to provide assistance to the IRC in carrying out its functions. Each of the three executive officers of the Manager work with the IRC in respect of these matters.

The IRC conducts regular assessments and provides reports to the Manager and to shareholders in respect of its functions. Annual reports are filed on SEDAR and posted on the Company's website. Upon request made by a shareholder, the Company will deliver a copy of the most recent of such annual reports of the IRC to such shareholder without charge.

Members of the IRC currently receive compensation of $15,000 per annum ($25,000 per annum for the chair of the IRC) plus reimbursement of expenses. Annual compensation is apportioned among the various funds for which the IRC acts, including the Company, in the Manager's discretion. During the fiscal year of the Company ended November 30, 2009, $3,531 of such compensation in the aggregate was allocated to the Company. During such period, no reimbursement of expenses was made to the IRC members, and there was no change in the composition of the IRC during this period.

Use of Derivatives

Derivatives are used by the Company, principally exchange-traded options which are used in connection with the Company's covered call option writing program. They are not used for speculative purposes or for leverage. Derivatives must be used in compliance with the detailed rules in NI 81-102 which are designed to minimize counterparty risk and to ensure that the derivatives use is not speculative

or involve the Company in leverage. The effective derivatives exposure of the Company, if any, is monitored by Quadravest on an on-going basis and any margin required in connection with the Company's derivatives positions is held by, and derivatives trading is undertaken with, independent third party organizations in compliance with the requirements of NI 81-102.

Voting of Portfolio Securities

Under the proxy voting policies and procedures adopted by the Company, Quadravest is required to vote (or decide to refrain from voting) all shares or other voting securities of the Company in accordance with its best judgement in this regard; provided that the Quadravest receives the proxy and related materials from the issuer or otherwise in sufficient time to cast such vote. Quadravest will consider each such proposal on its merits in light of the best interests of the Company and its shareholders. In order to aid in the evaluation process for each proxy proposal, Quadravest subscribes to the research services of Institutional Shareholder Services, a leading provider of proxy analysis and recommendations.

Where the Custodian must vote such securities in accordance with the instructions of Quadravest in this regard, Quadravest shall ensure that instructions are provided to the Custodian in accordance with its corporate action requirements in this regard.

Quadravest will maintain a proxy voting record which includes, each time the Company receives proxy voting materials, the name of the issuer in question; the stock exchange on which the securities are listed and the ticker symbol for such securities; the CUSIP number for the securities; the meeting date and whether the meeting was called by management or otherwise; a brief identification of the matters to be voted on at the meeting; whether, and if so how, the Company voted on such matters; and whether the votes cast by the Company were for or against the recommendations of management of the issuer.

The Company prepares by August 31 in each year a proxy voting record for the one-year period ending on June 30 of that year, and posts such record on its website. Upon request made by a shareholder by calling 1-877-478-2372 or writing to the Company at Investor Relations, Royal Trust Tower, 77 King Street West, P.O. Box 341, Toronto, Ontario M5K 1K7, the Company will deliver a copy of its proxy voting record, or of its policies and procedures with respect to proxy voting, to such shareholder without charge.

Short-Term Trading

Because the Shares are listed on the TSX and are not issued and redeemed like a normal mutual fund, the Company has no need of, and therefore has not developed, any policies with respect to the short-term trading by investors in those shares or entered into any arrangements with others to permit short term trading.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Blake, Cassels & Graydon LLP, counsel to the Company, the following is a summary of the principal Canadian federal income tax considerations generally relevant to investors who, for purposes of the Tax Act, are resident in Canada, deal at arm's length with the Company, hold their Priority Equity Shares and Class A Shares, or Class I Preferred Shares, Class II Preferred Shares and Capital Shares, Warrants, and the Capital Shares, Class I Preferred Shares, and Class II Preferred Shares issued pursuant to the exercise of Warrants as capital property, are not affiliated with the Company and have not elected to compute their Canadian tax results using a currency other than Canadian dollars. 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 counsel's understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency ("CRA") publicly available prior to the date hereof and relies as to certain factual matters on certificates of an officer of the Company and Quadravest.

This summary is based on the assumptions that:

(a) the Priority Equity Shares and the Class A Shares and, when applicable, the Class I Preferred Shares, the Class II Preferred Shares, the Capital Shares, Warrants, and the Capital Shares, Class I Preferred Shares and Class II Preferred Shares issued pursuant to the exercise of Warrants will at all times be listed on a designated stock exchange in Canada (which currently includes the TSX);

(b) the Company was not established and will not be maintained primarily for the benefit of non-residents of Canada and at no time will the total fair market value of the shares of the Company held by persons who are non-residents of Canada and/or partnerships (other than Canadian partnerships within the meaning of the Tax Act) exceed 50% of the fair market value of all of the outstanding shares of the Company;

(c) the issuers of securities held by the Company will not be foreign affiliates of the Company or any shareholder;

(d) the investment objectives and restrictions applicable to the Company will at all relevant times be as set out in this Annual Information Form and that the Company will at all times comply with such investment objectives and restrictions; and

(e) the securities held by the Company will not be participating interests in foreign investment entities within the meaning of the draft amendments to the Tax Act contained in the Notice of Ways and Means Motion tabled in the House of Commons on November 9, 2006 (as such legislation may be enacted, and thereafter amended from time to time).

This summary also takes into account specific proposals to amend the Tax Act announced prior to the date hereof by the Minister of Finance (Canada) (the "Proposed Amendments") and assumes that the Proposed Amendments will be enacted as proposed. No assurances can be given that the Proposed Amendments will become law.

This summary is not exhaustive of all possible federal income tax considerations 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. This summary does not apply to shareholders that are "financial institutions" as defined in section 142.2 of the Tax Act.

This summary is of a general nature only and does not constitute legal or tax advice to any particular investor. Investors are advised to consult their own tax advisors with respect to their individual circumstances and in particular the draft proposals to amend the Tax Act released on October 31, 2003 relating to the deductibility of interest and other expenses (the "October 2003 Proposals").

Tax Treatment of the Proposed Reorganization of the Capital of the Company

Taxation of the Company

The Capital Reorganization, including the issuance of the Warrants, will not be a taxable event to the Company. However, the Company may realize gains or losses on the disposition of securities in the Priority Equity Portfolio Protection Plan.

Taxation of Shareholders

Under the Capital Reorganization, each Class A Share held by a Shareholder will be exchanged for one Capital Share, and each Priority Equity Share held by a Shareholder will be exchanged for one Class I Preferred Share, one Class II Preferred Share, one 2011 Warrant and one 2012 Warrant.

On this reorganization of capital, a holder of Class A Shares will be deemed to have disposed of each Class A Share for proceeds of disposition equal to the adjusted cost base to that Shareholder of the Class A Share, and to have acquired each Capital Share at a cost equal to such adjusted cost base. A holder of Priority Equity Shares will be deemed to have disposed of each Priority Equity Share for proceeds of disposition equal to the greater of the adjusted cost base to that Shareholder of the Priority Equity Share and the aggregate fair market value at the time of issuance of the 2011 Warrant and the 2012 Warrant received as partial consideration, and to have acquired (i) each 2011 Warrant at a cost equal to the fair market value of such 2011 Warrant at that time; (ii) each 2012 Warrant at a cost equal to the fair market value of such 2012 Warrant at that time; and (iii) each Class I Preferred Share and each Class II Preferred Share at a total cost equal to the amount, if any, by which the adjusted cost base of the Priority Equity Share disposed of exceeds the aggregate fair market value of the 2011 Warrant and the 2012 Warrant, such total cost to be apportioned between the Class I Preferred Share and the Class II Preferred Share in proportion to their relative fair market values at the time of issuance.

Accordingly, provided that the adjusted cost base to a Shareholder of each existing Priority Equity Share is not less than the aggregate fair market value of the one 2011 Warrant and one 2012 Warrant to be received when such Share is exchanged pursuant to the reorganization of the capital of the Company, such Shareholder will not realize a capital gain or a capital loss for purposes of the Tax Act on such reorganization. The Company will advise holders who receive Warrants as to the Company's position regarding the fair market value of each 2011 Warrant and 2012 Warrant issued on the Capital Reorganization at the time of issuance. Such position is not binding on the CRA and there can be no assurance that the CRA will accept this position.

Tax Treatment of the Company

The Company qualifies, and intends at all relevant times to qualify, as a "mutual fund corporation" as defined in the Tax Act. As a mutual fund corporation, the Company is entitled in certain circumstances to a refund of tax paid by it in respect of its net realized capital gains. In certain circumstances where the Company has recognized a capital gain in a taxation year, it may elect not to pay capital gains dividends in that taxation year in respect thereof and instead pay refundable capital gains tax, which may in the future be fully or partially refundable upon the payment of sufficient capital gains dividends and/or capital gains redemptions. Also, as a mutual fund corporation, the Company maintains a capital gains dividend account in respect of capital gains realized by the Company and from which it may elect to pay dividends ("capital gains dividends") which are treated as capital gains in the hands of the shareholders of the Company (see "*Canadian Federal Income Tax Considerations – Tax Treatment of Shareholders*" below).

The Company is required to include in computing its income all dividends received. In computing its taxable income, the Company will generally be entitled to deduct all taxable dividends received on shares of taxable Canadian corporations. Dividends received by the Company on other shares will, however, be included in computing the income of the Company, and will not be deductible in computing its taxable income.

The Company is a "financial intermediary corporation" (as defined in the Tax Act) and, as such, is not subject to tax under Part IV.1 of the Tax Act on dividends received by the Company nor is it generally liable to tax under Part VI.1 of the Tax Act on dividends paid by the Company on "taxable preferred shares" (as defined in the Tax Act). As a mutual fund corporation (which is not an "investment corporation" as defined in the Tax Act), the Company will generally be subject to a refundable tax of 33 $^{1}/_{3}$% under Part IV of the Tax Act on taxable dividends received during the year to the extent such dividends are deductible in computing taxable income of the Company. This tax is fully refundable upon payment of sufficient dividends other than capital gains dividends ("Ordinary Dividends") by the Company.

The Company will purchase common shares of Manulife with the objective of earning dividends thereon over the life of the Company, and intends to treat and report transactions undertaken in respect of such shares on capital account. Generally, the Company will be considered to hold such shares on capital account unless the Company is considered to be trading or dealing in securities or otherwise carrying on a business of buying and selling securities or the Company has acquired the securities in a transaction or transactions considered to be an adventure in the nature of trade.

In computing the adjusted cost base of any particular security, the Company will generally be required to average the cost of that security with the adjusted cost base of all other identical securities owned by the Company and held as capital property at the time of acquisition.

The Company will write covered call options with the objective of increasing the yield on its assets beyond the dividends received on the common shares of Manulife. In accordance with CRA's published administrative practice, transactions undertaken by the Company in respect of such options will be treated and reported for purposes of the Tax Act on capital account.

Premiums received on call options written by the Company (to the extent such call options relate to securities actually owned by the Company at the time the option is written and such securities are held on capital account as discussed above) will constitute capital gains of the Company in the year received, and gains or losses realized upon dispositions of securities owned by the Company (whether upon the exercise of call options written by the Company or otherwise) will constitute capital gains or capital losses of the Company in the year realized. Where a call option is exercised the proceeds received by the Company for the option will be included in the proceeds of disposition of the securities sold pursuant to the option and the premium received for such option will not give rise to a capital gain at the time the option is written.

To the extent that the Company earns income (other than dividends from taxable Canadian corporations and taxable capital gains) including interest or dividends from corporations other than taxable Canadian corporations, the Company will be subject to income tax on such income and no refund will be available in respect thereof.

The Company has advised counsel that it 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 ensures that gains or losses realized by the Company on dispositions of Canadian securities will be taxed as capital gains or capital losses.

The October 2003 Proposals were released by the Department of Finance (Canada) for public comment and propose that the Tax Act be amended to require, for taxation years commencing after 2004, that there be a "reasonable expectation of cumulative profit" from a business or property in order for a taxpayer to deduct any loss incurred by the taxpayer from the business or property, and would provide that profit, for this purpose, does not include capital gains. The October 2003 Proposals could potentially have an adverse effect on the deductibility by the Company of certain otherwise deductible expenses. On February 23, 2005, the Minister of Finance (Canada) announced that an alternative proposal to replace the October 2003 Proposals would be released for comment at an early opportunity; no such proposal has been released to date. There can be no assurance that such alternative proposal will not adversely affect the Company.

Tax Treatment of Shareholders

Shareholders must include in income Ordinary Dividends received from the Company. For individual Shareholders, Ordinary Dividends will be subject to the usual gross-up and dividend tax credit rules with respect to taxable dividends paid by taxable Canadian corporations under the Tax Act. An enhanced gross-up and dividend tax credit is available on "eligible dividends" received or deemed to be received from taxable Canadian corporations which are so designated by the corporation. Ordinary Dividends received by a corporation other than a "specified financial institution" (as defined in the Tax Act) will normally be deductible in computing its taxable income.

In the case of a holder that is a specified financial institution, Ordinary Dividends received on a particular class of shares will be deductible in computing its taxable income only if either (a) the specified financial institution did not acquire the shares in the ordinary course of its business; or (b) at the time of the receipt of the dividends by the specified financial institution the shares of that class are listed on a designated stock exchange in Canada, and dividends are received in respect of not more than 10% of the issued and outstanding shares of that class by (i) the specified financial institution, or (ii) the specified financial institution and persons with whom it does not deal at arm's length (within the meaning of the Tax Act). For these purposes, a beneficiary of a trust will be deemed to receive the amount of any dividend received by the trust and designated to that beneficiary, effective at the time the dividend was received by the trust, and a member of a partnership will be considered to have received that partner's share of a dividend received by the partnership, effective at the time the dividend was received by the partnership.

Ordinary Dividends on Priority Equity Shares, or on Class I Preferred Shares and Class II Preferred Shares, will generally be subject to a 10% tax under Part IV.1 of the Tax Act when such dividends are received by a corporation (other than a "private corporation" or a "financial intermediary corporation", as defined in the Tax Act) to the extent that such dividends are deductible in computing the corporation's taxable income. Such corporations should consult their own tax advisors with respect to whether Ordinary Dividends on the Class A Shares or the Capital Shares are subject to Part IV.1 tax when received by such corporations.

A Shareholder which is a private corporation for purposes of the Tax Act, or any other corporation controlled directly or indirectly by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts) may be liable to pay a 33 1/3% refundable tax under Part IV of the Tax Act on Ordinary Dividends received on shares of the Company, to the extent that such dividends are deductible in computing the corporation's taxable income. Where Part IV.1 tax also applies to an Ordinary Dividend received by a particular corporation, the rate of Part IV tax payable by such corporation on such dividend is reduced to 23 1/3%.

The amount of any capital gains dividend received by a shareholder from the Company will be considered to be a capital gain of the shareholder from the disposition of capital property in the taxation year of the shareholder in which the capital gains dividend is received.

The policy of the Company is to pay a year end dividend to holders of Class A Shares or, following the Capital Reorganization, the Capital Shares, where the Company has net taxable capital gains upon which it would otherwise be subject to tax (other than taxable capital gains in respect of options that are outstanding at year end) or would not otherwise obtain a refund of refundable tax in respect of dividend income.

Upon the redemption, retraction or other disposition of a share, a capital gain (or a capital loss) will be realized to the extent that the proceeds of disposition of the share exceed (or are less than) the aggregate of the adjusted cost base of the share and any reasonable costs of disposition. If the holder is a corporation, any capital loss arising on the disposition of a share may in certain circumstances be reduced by the amount of any Ordinary Dividends received on the share. Analogous rules apply to a partnership or trust of which a corporation, partnership or trust is a member or beneficiary. For purposes of computing the adjusted cost base of each share of a particular class, a shareholder must average the cost of such share with the adjusted cost base of any shares of that class already held as capital property.

One-half of a capital gain is included in computing income as a taxable capital gain and one-half of a capital loss may be deducted against taxable capital gains to the extent and under the circumstances prescribed in the Tax Act. A Shareholder that is a Canadian-controlled private corporation will be subject to an additional refundable tax of 6 2/3% of aggregate investment income, which includes an amount in respect of taxable capital gains.

Individuals (other than certain trusts) realizing net capital gains or receiving dividends may be subject to an alternative minimum tax under the Tax Act.

Warrants

Upon exercise of a Warrant, the Warrantholder must allocate the total of the exercise price of the Warrant and the adjusted cost base of the Warrant to the holder among the underlying Class I Preferred Share, Class II Preferred Share and Capital Share acquired pursuant to such exercise on a reasonable basis.

The exercise of Warrants will not constitute a disposition of property for purposes of the Tax Act and, consequently, no gain or loss will be realized on the exercise of Warrants. Shares acquired by a Warrantholder upon the exercise of a Warrant will have a cost to the Warrantholder equal to the aggregate of the portion of the exercise price and the portion of the adjusted cost base of the exercised Warrant allocated to such share. For the purpose of determining the adjusted cost base to a holder of shares of a particular Class acquired upon the exercise of Warrants at a particular time, the cost of the newly acquired shares will be averaged with the adjusted cost base to the holder of all of the shares of that class owned by the holder as capital property immediately before that time.

Upon the disposition of a Warrant by a Warrantholder, other than pursuant to the exercise thereof, the Warrantholder will realize a capital gain (or capital loss) to the extent that the Warrantholder's proceeds of disposition (net of any reasonable costs of disposition), exceed (or are less than) the adjusted cost base, if any, of the Warrant to the Warrantholder. Any such capital gain (or capital loss) will be treated as described under "*Canadian Federal Income Tax Considerations – Tax Treatment of Shareholders*".

Upon the expiry of an unexercised Warrant, a Warrantholder will realize a capital loss equal to the adjusted cost base, if any, of the Warrant to the Warrantholder. Any such capital loss will be treated as described under "*Canadian Federal Income Tax Considerations – Tax Treatment of Shareholders*".

Dissenting Shareholders

A Shareholder who exercises its dissent rights in respect of the Capital Reorganization will be considered to have disposed of the Shareholder's shares to the Company for an amount equal to the fair value of such shares. Such a Shareholder will realize a capital gain (or capital loss) from the disposition of the Shareholder's shares to the extent the proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of such shares and any reasonable costs of disposition. The amount of any capital loss realized by a corporation on the disposition of a share may be reduced by the amount of dividends received on that share in accordance with the detailed provisions of the Tax Act in that regard. Similar rules may apply where a corporation, partnership or trust is a member of a partnership or a beneficiary of a trust that owns shares. Any amount received from the Company in respect of interest will be included in the Shareholder's income in accordance with the rules in the Tax Act. Dissenting Shareholders are urged to contact their own tax advisors.

TERMINATION OF THE COMPANY

The Termination Date of the Company is currently December 1, 2014, and any extension of the Company beyond the Termination Date requires the approval of Shareholders.

The Company would be terminated prior to the Termination Date if the Class I Preferred Shares, Class II Preferred Shares or Capital Shares are delisted by the TSX or if notice of an impending delisting is received from the TSX, or if the net asset value of the Company declines to less than $5,000,000, a level the Manager views as constituting the Company uneconomic to maintain. This would protect investors from retaining an investment the assets of which were insufficient from a cost and efficiency standpoint for it to continue as an effective investment option. On such a termination, each Shareholder would receive its pro rata share of the net asset value of the Company at the date of termination, plus (in the case of the Class I Preferred Shares and the Class II Preferred Shares) any arrears of dividends. The pro rata share of the net asset value of the Company payable to a holder of Class I Preferred Shares, Class II Preferred Shares or Capital Shares would be equal to a fraction, the numerator of which is the VWAP of the shares of that class on the TSX calculated over the 20 trading days ending immediately prior to the announcement by the Manager of the termination of the Company and the denominator of which is the aggregate VWAP of the Class I Preferred Shares, Class II Preferred Shares and Capital Shares on the TSX calculated over the 20 trading days ending immediately prior to the announcement by the Manager of the termination of the Company.

MATERIAL CONTRACTS

The following contracts can reasonably be regarded as material to holders of Priority Equity Shares and Class A Shares:

(a) the Management Agreement described under "*Management of the Company – The Manager*";

(b) the Investment Management Agreement described under "*Management of the Company – The Investment Manager – Investment Management Agreement*";

(c) the Recirculation Agreement described under "*Description of the Securities of the Company – Resale of Shares Tendered for Retraction*";

(d) the Custodian Agreement described under "*Registrar and Transfer Agent, Custodian and Auditors*"; and

(e) the Warrant Indenture described under "*Description of the Securities of the Company – Certain Provisions of the Warrants*".

Copies of the foregoing agreements have been filed on SEDAR at www.sedar.com.

ADDITIONAL INFORMATION – RISK FACTORS

The following are certain considerations relating to an investment in Priority Equity Shares or Class A Shares, or in Class I Preferred Shares, Class II Preferred Shares and Capital Share, which existing or prospective investors should consider. There can be no assurance that the Company will be successful in meeting its objectives, and shares may trade in the market at a premium or discount to their proportionate shares of the Company's net asset value.

Concentration Risk

The assets of the Company will consist exclusively of common shares of Manulife. As a result, the Company's portfolio is highly concentrated and this lack of diversification could have a negative impact on the value of the Company's shares.

Risks Associated with an Investment in the Common Shares of Manulife

Investors should review carefully the materials such as financial statements, management information circulars, annual information forms, material change reports and press releases relating to Manulife and its subsidiaries and made publicly available by it from time to time (the "Manulife Public Documents"), and in particular the most recently filed annual information form of Manulife, for a discussion of the risk factors applicable to Manulife and its common shares. The Manulife Public Documents are available electronically through SEDAR at www.sedar.com.

Manulife may at any time decide to decrease or discontinue the payment of dividends on its common shares. Any decrease in the dividends received by the Company on the common shares of Manulife it holds will decrease the amount the Company has available to pay dividends on its shares.

Manulife has not participated in the establishment of the Company, nor in the preparation of this Annual Information Form, and takes no responsibility and assumes no liability for the accuracy or completeness of any information contained in this Annual Information Form.

An investment in the shares of the Company does not constitute an investment in the common shares of Manulife. Holders of the Company's shares will not own the common shares of Manulife held by the Company and will not have any voting or other rights with respect to such common shares.

Fluctuations in Net Asset Value

The net asset value of the Company will vary primarily according to the value of the common shares of Manulife it holds. The value of such shares will be influenced by factors which are not within the control of the Company, including the financial performance of Manulife, its dividend payment

policies and financial market and economic conditions generally. An investment in shares of the Company is appropriate only for investors who have the capacity to absorb a loss of some or all of that investment. The net asset value per New Unit of the Company at any time may be more or less than the aggregate price at which an investor can purchase Class I Preferred Shares, Class II Preferred Shares and Capital Shares of the Company on the TSX.

Capital Shares Represent a Leveraged Investment

Holders of the Capital Shares will enjoy a form of leverage, in that any capital appreciation in the common shares of Manulife held by the Company will be for the benefit of the holders of the Capital Shares once all accrued and unpaid dividends on the Class I Preferred Shares and the Class II Preferred Shares and the Class I Preferred Share Repayment Amount and the Class I Preferred Share Repayment Amount have each been paid on the Termination Date, together with any other liabilities of the Company. In the event that the value of the common shares of Manulife decreases, this leverage will work to the disadvantage of the holders of the Capital Shares, as any capital loss incurred by the Company on those shares will effectively first be for the account of the holders of the Capital Shares. If the net asset value of the Company on the Termination Date is equal to or less than $10.00 per New Unit plus the value of any accrued and unpaid dividends on the Class I Preferred Shares and the Class II Preferred Shares, the Capital Shares will then have no value.

Applicability of Mutual Fund Rules

Although the Company is considered to be a mutual fund under the securities legislation of certain provinces of Canada, it has been granted an exemption from certain requirements of NI 81-102 and NI 81-106 of the Canadian Securities Administrators governing the disclosure and related requirements of public investment funds, so as to permit the Company to operate as described in this Annual Information Form and its Initial Prospectus.

No Assurances of Achieving Objectives

There is no assurance that the Company will be able to achieve its distribution and long-term capital appreciation objectives. In particular, there can be no assurance that the Company will be able to pay the full targeted (or any) monthly dividends on the Class I Preferred Shares; that it will be able to commence and then pay the full targeted (or any) monthly dividends on the Class II Preferred Shares; or that it will be able to commence paying dividends on the Capital Shares. An investment in these shares is therefore appropriate only for investors who have the ability to withstand dividends not being paid on these shares for any period of time.

Interest Rate Fluctuations

It is anticipated that the market price of the Class I Preferred Shares, and possibly of the Class II Preferred Shares, 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 these shares.

Use of Options and Forward Contracts

The Company is subject to the full risk of its investment position in the common shares of Manulife, including those shares that are subject to outstanding call options, should the market price of such shares decline. In addition, the Company will not participate in any gain on the shares 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 Company to write covered call options on desired terms or to close out option positions should Quadravest desire to do so. In purchasing call options, the Company 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. The ability of the Company to close out its positions may also be affected by exchange-imposed daily trading limits on options. If the Company 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.

The use of options may have the effect of limiting or reducing the total returns of the Company if Quadravest's expectations concerning future events or market conditions prove to be incorrect. If the value of the common shares of Manulife decreases, it may be difficult for the Company to recover losses on those shares and meet its annual targeted distributions. In such an event, the Company would have to increase the number of the common shares of Manulife that are subject to covered call options in order to meet its annual targeted distributions.

Reliance on the Investment Manager

Quadravest manages the assets of the Company in a manner consistent with the investment objectives, strategy and restrictions of the Company. The officers of Quadravest who will be primarily responsible for the management of the Company have extensive experience in managing investment portfolios. There is no certainty that such individuals will continue to be employees of Quadravest throughout the term of the Company.

Conflicts of Interest

Quadravest is engaged in a variety of investment management, investment advisory and other business activities. The services of Quadravest under the Investment Management Agreement are not exclusive and nothing in the Investment Management Agreement prevents Quadravest or any of its affiliates from providing similar services to other investment funds and other clients (whether or not their investment objectives, strategies and policies are similar to those of the Company) or from engaging in other activities. Quadravest's investment decisions for the Company will be made independently of those made for its other clients and independently of its own investments. However, on occasion, Quadravest may make the same investment for the Company and for one or more of its other clients. If the Company and one or more of the other clients of Quadravest are engaged in the purchase or sale of the same security, the transactions will be effected on an equitable basis.

Trading Prices of Shares

There may be increased volatility in the trading prices of the Priority Equity Shares and the Class A Shares prior to the completion of the Capital Reorganization. Thereafter, the Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares may trade in the market at a premium or discount to the price implied by the net asset value per New Unit, and there can be no assurance that such shares will together trade at a price equal to such amount. This risk is separate and distinct from the risk that the net asset value per New Unit may decrease, or possibly be zero.

Retractions; Suspension of Retractions

If holders of a substantial number of Priority Equity Shares or Class A Shares exercise their special retraction right, the number of such shares outstanding and the net asset value of the Company could be significantly reduced, increasing the management expense ratio of the Company and increasing

the likelihood that the Company would be terminated prior to the Termination Date. If the level of requested retractions under the special retraction right is sufficiently high that the TSX will not list the Class I Preferred Shares, the Class II Preferred Shares, the Capital Shares, the 2011 Warrants and the 2012 Warrants, the Company will not implement the Capital Reorganization, which could have a negative impact on the trading prices of the Priority Equity Shares and the Class A Shares.

If holders of a substantial number of Class I Preferred Shares, Class II Preferred Shares or Capital Shares exercise their retraction rights, the number of such shares outstanding and the net asset value of the Company could be significantly reduced, increasing the management expense ratio of the Company, decreasing the liquidity of such shares in the market and increasing the likelihood that the Company would be terminated prior to the Termination Date. The Company may suspend the retraction of Class I Preferred Shares, Class II Preferred Shares and Capital Shares or payment of redemption proceeds during any period when normal trading is suspended on any stock exchange on which the common shares of Manulife are listed, or with the prior permission of the Ontario Securities Commission, for any period not exceeding 120 days during which the Company determines that conditions exist which render impractical the sale of assets of the Company or which impair the ability of the Company to determine the value of the assets of the Company. In the event of a suspension of retractions, Shareholders would experience reduced liquidity. See "*Description of the Securities of the Company – Suspension of Retractions and Redemptions*".

Changes in Legislation

There can be no assurance that income tax laws relating to the treatment of a mutual fund corporation under the Tax Act will not be changed in a manner which adversely affects the distributions received by the shareholders and/or the value of the Class I Preferred Shares, the Class II Preferred Shares or the Capital Shares

Treatment of Proceeds of Disposition and Option Premiums

In determining its income for tax purposes, the Company will treat gains and losses realized on the disposition of securities held by it, option premiums received on the writing of covered call 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 character 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, some or all of the transactions undertaken by the Company in respect of options and securities were treated on income rather than capital account, the after-tax returns to holders of Class I Preferred Shares, the Class II Preferred Shares and the Capital Shares could be reduced and the Company may be subject to non-refundable income tax in respect of income from such transactions, and the Company may be subject to penalty taxes in respect of excessive capital gains dividend elections.

Tax Proposals Regarding Mutual Fund Corporation Status

The tax treatment of the Company and its shareholders depends in part upon the Company being a "mutual fund corporation" for tax purposes. On September 16, 2004, the Minister of Finance (Canada) released certain proposals to amend the Tax Act (the "September Tax Proposals") pursuant to which a corporation, such as the Company, would lose its status as a mutual fund corporation if at any time after 2004 the aggregate fair market value of all issued and outstanding shares of the corporation held by one or more non-resident persons and/or by partnerships which are not Canadian partnerships for purposes of the

Tax Act is more than 50% of the aggregate fair market value of all the issued and outstanding shares of the corporation unless no more than 10% (based on fair market value) of the corporation's property is at any time taxable Canadian property and certain other types of specified property. The September Tax Proposals currently do not provide any means of rectifying the loss of mutual fund corporation status. On December 6, 2004, such Minister tabled a Notice of Ways and Means Motion to implement measures proposed in the 2004 Budget. Such Motion was incorporated into Bill C-33, which received Royal Assent on May 13, 2005. Such Notice did not include the September Tax Proposals and this fact was specifically referred to in the accompanying release.

The Priority Equity Shares and Class A Shares of the Company were marketed only in Canada, and provided the Company complies with its investment criteria and restrictions, it is not anticipated that more than 10% of the fair market value of the Company's assets will at any time consist of taxable Canadian property and such other specified property, with the result that the Manager does not anticipate that the September Tax Proposals (even if enacted in their current form) would lead to a loss of mutual fund corporation status for the Company.

Risks Relating to the Outstanding Warrants

The value of a New Unit will be reduced if the net asset value per New Unit exceeds $10.00 (being the 2011 Warrant Subscription Price payable on the exercise of a 2011 Warrant) and one or more 2011 Warrants is exercised; similarly, the value of a New Unit will be reduced if the net asset value per New Unit exceeds $12.50 (being the 2012 Warrant Subscription Price payable on the exercise of a 2012 Warrant) and one or more 2012 Warrants is exercised. If the net asset value per New Unit exceeds these amounts, then a Shareholder will face dilution of its investment to the extent Warrantholders exercise their Warrants and acquire New Units. If a Shareholder does not exercise Warrants in such circumstances, such Shareholder's pro rata interest in the assets of the Company will be diluted.

Due to the dilutive effect on the value of the New Units when Warrants are exercised, Shareholders should carefully consider the exercise of the Warrants or the sale of the Warrants prior to their Expiry Times. The failure to take either such action in the circumstances described above will result in the loss of value to the investor. To maintain the Shareholder's pro rata interest in the assets of the Company, the Shareholder will be required to pay in connection with the exercise of a 2011 Warrant or a 2012 Warrant an additional amount equal to the applicable Subscription Price. While a Shareholder may sell the Shareholder's Warrants, no assurance can be given that the proceeds of such sale will compensate the Shareholder for such dilution. The factors that would be expected to influence the price of a Warrant include the difference between the Subscription Price and the net asset value per New Unit calculated on a diluted basis, price volatility, and the remaining time to expiry of the Warrant.

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Additional information about the Company is available in its management reports of fund performance and financial statements. These documents are available on the Company's website at www.MSplit.com. These documents and other information about the Company, such as information circulars and material contracts, are also available through SEDAR (the System for Electronic Document Analysis and Retrieval) at www.sedar.com.