

PROSPECTUS

Initial Public Offering

November 26, 2010



HARVEST SUSTAINABLE INCOME FUND

Maximum: \$100,000,000 (8,333,333 Units)

\$12.00 per Unit

Harvest Sustainable Income Fund (the “Fund”) is a closed-end investment fund governed by the laws of the Province of Ontario which proposes to issue units (the “Units”) of the Fund (the “Offering”) at a price of \$12.00 per Unit.

Harvest Portfolios Group Inc. (“Harvest” or, the “Manager”) and Avenue Investment Management Inc. (“Avenue” or, the “Investment Manager”) believe investors seeking attractive sustainable income have few alternatives due to the current low interest rate environment and volatile equity markets. The Manager and the Investment Manager believe that a diversified portfolio of issuers that have consistent cash flow generation and have consistently paid dividends or distributions (“Sustainable Issuers”) can provide investors with a source of sustainable income.

The Manager and Investment Manager believe that the businesses of the Sustainable Issuers generally possess one or more of the following characteristics:

- 1) a history of generating stable earnings with an attractive yield;
- 2) steady earnings stream due to long life assets;
- 3) low exposure to short-term commodity price fluctuations;
- 4) significant barriers to entry; and
- 5) a dominant product and/or service position.

Investment Objectives

The Fund’s investment objectives are:

- (i) to provide holders of Units (“Unitholders”) with monthly distributions; and
- (ii) to provide Unitholders with long-term capital preservation while reducing volatility.

The net proceeds of the Offering will be invested in a diversified portfolio of securities of primarily publicly-traded Canadian Sustainable Issuers in order to seek to provide investors with exposure to issuers that the Manager and the Investment Manager believe offer sustainable income, capital preservation and reduced volatility. See “Investment Objectives”.

Harvest Portfolios Group Inc.

Harvest will act as the trustee, manager and promoter of the Fund and will provide all administrative services required by the Fund. Harvest is a Canadian investment fund manager and is the manager of the Harvest Banks & Buildings Income Fund and the Harvest Canadian Income & Growth Fund which are investment funds that trade on the Toronto Stock Exchange (“TSX”) under the symbols HBB.UN and HCF.UN, respectively.

Avenue Investment Management Inc.

The Manager has retained Avenue to provide investment management services to the Fund. The Investment Manager is a Canadian investment management firm founded in 2002. As of September 30, 2010, Avenue had assets under management of approximately \$180 million and has focused its efforts on private investment management for high net worth clients. Avenue is also the investment manager for Harvest Banks & Buildings Income Fund and Harvest Canadian Income & Growth Fund.

Price: \$12.00 per Unit
(Minimum Purchase: 200 Units)

	Price to the Public⁽¹⁾	Agents' Fee	Net Proceeds to the Fund⁽²⁾
Per Unit.....	\$12.00	\$0.63	\$11.37
Total Minimum Offering ⁽³⁾	\$20,000,000	\$1,050,000	\$18,950,000
Total Maximum Offering ⁽⁴⁾	\$100,000,000	\$5,250,000	\$94,750,000

Notes:

- (1) The Offering price was established by negotiation between the Agents (defined below) and the Manager.
- (2) Before deducting the expenses of this issue (estimated at \$650,000) which, subject to a maximum of 1.5% of the gross proceeds of the Offering, will, together with the Agents' fees, be paid out of the proceeds of the Offering.
- (3) There will be no closing unless a minimum of 1,666,667 Units are sold. If subscriptions for a minimum of 1,666,667 Units have not been received within 90 days following the date of issuance of a final receipt for this prospectus, the Offering may not continue without the consent of the securities authorities and those who have subscribed on or before such date.
- (4) The Fund has granted to the Agents an option (the "Over-Allotment Option"), exercisable in whole or in part for a period of 30 days following the closing of the Offering, to purchase an aggregate of up to 15% of the aggregate number of Units issued at the closing of the Offering on the same terms set forth above (the "Option Units"). If the Over-Allotment Option is exercised in full, the total price to the public under the maximum offering will be \$115,000,000, the Agents' fees will be \$6,037,500 and the net proceeds to the Fund will be \$108,962,500. This prospectus also qualifies the granting of the Over-Allotment Option and the distribution of Units that may be offered in relation to the Over-Allotment Option. A purchaser who acquires Units forming part of the Agents' over-allocation position acquires such Units under this prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See "Plan of Distribution".

The Fund intends to make monthly cash distributions to Unitholders of record on the last Business Day (as defined herein) of each month and pay such cash distributions on or before the 15th day of the following month. Beginning in December 2011, the Fund will annually determine and announce the indicative distribution amount (the "**Indicative Distribution Amount**") for the following year based upon the prevailing market conditions. The Indicative Distribution Amount will be \$0.065 per Unit per month (\$0.78 per annum) for the first 12 months of the Fund. The initial cash distribution is anticipated to be payable on or before February 15, 2011 to Unitholders of record on January 31, 2011.

Assuming the gross proceeds of the Offering are \$100 million and fees and expenses are as described herein, the Portfolio (as defined herein), using the maximum amount of leverage permitted, would be required to generate an average annual total return of 7.81% (9.02% without the use of leverage), inclusive of dividend and interest income, in order for the Fund to achieve its initial Indicative Distribution Amount level. Based on the anticipated composition of the Portfolio it is expected that distributions on securities held in the Portfolio will be sufficient to fund the Fund's distributions at the initially targeted level. If the return on the Portfolio (including net realized capital gains from the sale of securities in the Portfolio) is less than the amount necessary to fund the monthly distributions, the Manager will return a portion of the capital of the Fund to Unitholders to ensure the distribution is paid and, accordingly, net asset value per Unit will be reduced. See "Distribution Policy", "Investment Strategies" and "Risk Factors". The amount of distributions may fluctuate and no assurance can be given that distributions will remain at the initial Indicative Distribution Amount level. Following the conversion of the Fund to an open-end fund on December 12, 2012, the Fund will not be able to use leverage to pursue its investment strategy and therefore the Fund may not pay a distribution at the initial Indicative Distribution Amount unless the Portfolio yields a higher return to the Fund.

There is currently no market through which the Units may be sold.

The TSX has conditionally approved the listing of the Units. The listing is subject to the Fund fulfilling all the requirements of the TSX on or before February 17, 2011. The Units will be listed on the TSX under the symbol HSI.UN.

There is no assurance that the Fund will meet its distribution and capital preservation objectives. See "Risk Factors" for a discussion of certain factors that should be considered by prospective investors in Units including with respect to the use of leverage. Amounts distributed on the Units that represent returns of capital are generally non-taxable to a Unitholder but reduce the Unitholder's adjusted cost base of the Units for tax purposes. See "Income Tax Considerations".

On December 12, 2012, the Fund will become an open-end mutual fund (the “Conversion”). The Conversion may be implemented either by way of a conversion of the Fund to an open-end mutual fund or by way of a tax-deferred merger with an open-end mutual fund managed by the Manager or an affiliate thereof (including a fund formed after the date of this prospectus). On and after the Conversion, the Units will be redeemable at NAV per Unit (as defined herein) on a daily basis, and the Fund will become subject to NI 81-102. See “Conversion of the Fund”.

Units may also be redeemed at the option of Unitholders at the NAV per Unit on November 16, 2012. See “Redemption of Units — Redemption of Units on the First NAV Redemption Date”.

Prospective purchasers may purchase Units either by (i) cash payment or (ii) an exchange (the “**Exchange Option**”) of each class or series of securities listed under the heading “Purchases of Securities — The Exchange Eligible Securities” (the “**Exchange Eligible Securities**”). The maximum number of Exchange Eligible Securities of any one Exchange Issuer (as defined herein) that the Fund may acquire under the Exchange Option is the lesser of (i) that number that would constitute 10% of the net assets of the Fund, (ii) that number that, if combined with the other securities of such Exchange Issuer either held, directly or indirectly, or over which control or direction is exercised by the Manager, the Investment Manager or any party acting jointly or in concert with the Manager or the Investment Manager, would result in the Manager, Investment Manager and any such party directly or indirectly holding or exercising control or direction over 19.9% of the outstanding securities of such Exchange Issuer, and (iii) that number of securities with a fair market value that constitutes 9.9% of the equity value of such Exchange Issuer for purposes of section 122.1 of the Tax Act (as defined herein) (such lesser number being referred to as the “**Maximum Ownership Level**”). To the extent that the Maximum Ownership Level has been achieved in respect of the securities of any one Exchange Issuer and an excess of securities of such Exchange Issuer above the Maximum Ownership Level has been deposited and not rescinded, then the securities of such Exchange Issuer will be accepted by the Fund up to the Maximum Ownership Level and the balance will be re-credited to purchasers’ accounts through CDS Clearing and Depository Services Inc. (“**CDS**”).

This Exchange Option does not constitute a take-over bid for any Exchange Issuer. See “Purchases of Securities — The Exchange Option”. The number of Units issuable in exchange for an Exchange Eligible Security (the “**Exchange Ratio**”) were determined by dividing the volume weighted average trading price of such securities on the TSX during the three consecutive trading days ending on November 19, 2010 (the “**Pricing Period**”), as adjusted to reflect distributions and/or dividends declared by the applicable Exchange Issuer that will not be received by the Fund, by \$12.00. See “Purchases of Securities — Determination of Exchange Ratios”. Prospective purchasers under the Exchange Option must have deposited Exchange Eligible Securities with Equity Financial Trust Company (the “**Exchange Agent**”) through CDS prior to 5:00 p.m. (Toronto time) on November 19, 2010. See “Purchases of Securities — Procedure for the Exchange Option”.

In the opinion of Borden Ladner Gervais LLP, counsel to the Fund, and Blake, Cassels & Graydon LLP, counsel to the Agents, provided that the Fund qualifies and continues at all times to qualify as a “mutual fund trust” within the meaning of the *Income Tax Act* (Canada) (the “**Tax Act**”), or that the Units are listed on a designated stock exchange under the Tax Act (which includes the TSX), the Units will be qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans and tax-free savings accounts (each a “**plan trust**”). Holders of tax-free savings accounts should consult with their own tax advisors as to whether the Units would be a prohibited investment under the Tax Act in their particular circumstances. See “Income Tax Considerations — Status of the Fund” and “Income Tax Considerations — Taxation of Registered Plans”.

The Fund is not a trust company and, accordingly, is not registered under the trust company legislation of any jurisdiction. Units are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under provisions of that Act or any other legislation.

BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., Scotia Capital Inc., HSBC Securities (Canada) Inc., National Bank Financial Inc., Canaccord Genuity Corp., Dundee Securities Corporation, Raymond James Ltd., Desjardins Securities Inc., Macquarie Private Wealth Inc., Wellington West Capital Markets Inc., Industrial Alliance Securities Inc. and Mackie Research Capital Corporation (collectively, the “**Agents**”) conditionally offer the Units, subject to prior sale, on a best efforts basis, if, as and when issued by the Fund and accepted by the Agents in accordance with the conditions contained in the Agency Agreement (defined herein), and subject to the approval of certain legal matters by Borden Ladner Gervais LLP, on behalf of the Fund and the Manager, and Blake, Cassels & Graydon LLP, on behalf of the Agents.

Subscriptions for Units will be received subject to acceptance or rejection in whole or in part, and the right is reserved to close the subscription books at any time without notice. Closing of the Offering is expected to occur on or about December 17, 2010 but no later than January 14, 2011 (the “**Closing Date**”). The Offering will be conducted under the book-entry only system; accordingly, a subscriber who purchases Units will receive a customer confirmation from the registered dealer from or through whom Units are purchased. CDS will record the CDS participants who hold Units on behalf of owners who have purchased or transferred Units in accordance with the book-entry only system. Certificates evidencing Units will not be issued.

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
GLOSSARY OF TERMS.....	5	Duties and Services to be Provided by the Manager	43
PROSPECTUS SUMMARY	8	Details of the Management Agreement	44
THE FUND	17	Officers and Directors of the Manager of the Investment Fund	44
Overview of the Legal Structure of the Fund	17	The Investment Manager	45
Status of the Fund	17	Details of the Investment Management Agreement.....	46
INVESTMENT OBJECTIVES.....	17	Conflicts of Interest	48
Rationale.....	17	Independent Review Committee.....	48
INVESTMENT STRATEGIES	17	The Trustee	48
The Indicative Portfolio	19	The Custodian.....	49
Foreign Currency Hedging	21	Promoter	49
Borrowing.....	21	Auditor.....	49
OVERVIEW OF THE SECTORS THAT THE FUND INVESTS IN.....	22	Registrar and Transfer Agent.....	49
INVESTMENT RESTRICTIONS.....	23	CALCULATION OF NET ASSET VALUE	49
FEES AND EXPENSES	24	Valuation Policies and Procedures of the Fund	50
Initial Expenses.....	24	Reporting of Net Asset Value	51
Management Fee.....	24	ATTRIBUTES OF THE UNITS	51
Ongoing Fees and Expenses	24	Units	51
Servicing Fee	25	Market Purchases.....	52
RISK FACTORS	25	UNITHOLDER MATTERS	52
DISTRIBUTION POLICY	30	Meetings of Unitholders	52
PURCHASES OF SECURITIES	31	Matters Requiring Unitholder Approval.....	52
The Exchange Option	31	Amendments to the Declaration of Trust.....	53
Procedure for the Exchange Option.....	31	Reporting to Unitholders	54
Determination of Exchange Ratios	32	Non-Resident Unitholders	54
Delivery of Final Prospectus and Issuance of Press Release.....	32	TERMINATION OF THE FUND.....	54
Withdrawal of Exchange Option Elections.....	32	USE OF PROCEEDS.....	55
The Exchange Eligible Securities	32	PLAN OF DISTRIBUTION	55
REDEMPTION OF UNITS.....	34	INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS.....	55
Monthly Redemption	34	PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD.....	56
Redemption of Units on the First NAV Redemption Date	35	MATERIAL CONTRACTS	56
Redemption of Units On and After Conversion Date	36	EXPERTS	56
Suspension of Redemptions.....	36	PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION	57
CONVERSION OF THE FUND.....	37	AUDITORS' CONSENT	F-1
INCOME TAX CONSIDERATIONS.....	37	AUDITORS' REPORT	F-2
Status of the Fund	38	HARVEST SUSTAINABLE INCOME FUND STATEMENT OF FINANCIAL POSITION	F-3
Taxation of the Fund.....	38	HARVEST SUSTAINABLE INCOME FUND NOTES TO STATEMENT OF FINANCIAL POSITION.....	F-4
Taxation of Unitholders	41	CERTIFICATE OF THE ISSUER, THE MANAGER AND THE PROMOTER	C-1
The Exchange Option	42	CERTIFICATE OF THE AGENTS.....	C-2
Taxation of Registered Plans	43		
Tax Implications of the Fund's Distribution Policy	43		
ORGANIZATION AND MANAGEMENT DETAILS OF THE FUND.....	43		
Manager of the Fund.....	43		

GLOSSARY OF TERMS

In this prospectus, the following terms shall have the meanings set forth below, unless otherwise indicated.

“**Agency Agreement**” means the agency agreement dated as of November 26, 2010 among the Fund, the Manager, the Investment Manager and the Agents.

“**Agents**” means, collectively, BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., Scotia Capital Inc., HSBC Securities (Canada) Inc., National Bank Financial Inc., Canaccord Genuity Corp., Dundee Securities Corporation, Raymond James Ltd., Desjardins Securities Inc., Macquarie Private Wealth Inc., Wellington West Capital Markets Inc., Industrial Alliance Securities Inc. and Mackie Research Capital Corporation.

“**Alternative Proposal**” has the meaning ascribed to in “Risk Factors —Taxation of the Fund”.

“**Business Day**” means any day on which the TSX is open for trading.

“**CDS**” means CDS Clearing and Depository Services Inc.

“**CDS Participants**” means participants in CDS.

“**Closing**” means the closing of the Offering on the Closing Date.

“**Closing Date**” means the date of the Closing, which is expected to be on or about December 17, 2010 or such later date as the Fund and the Agents may agree, but in any event not later than January 14, 2011.

“**Conversion**” means the conversion of the Fund to an open-end mutual fund.

“**Conversion Date**” means December 12, 2012, the date upon which the Conversion will occur.

“**CRA**” means the Canada Revenue Agency.

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

“**Declaration of Trust**” means the declaration of trust dated November 26, 2010, as it may be amended from time to time.

“**Distribution Payment Date**” means the date that is on or before the 15th day of the month following the applicable distribution date.

“**Exchange Agent**” means Equity Financial Trust Company, the exchange agent for the Exchange Option.

“**Exchange Eligible Securities**” means each class or series of securities listed under the heading “Purchases of Securities — The Exchange Eligible Securities”.

“**Exchange Issuer**” means an issuer of Exchange Eligible Securities in respect of which the Exchange Option Election is made.

“**Exchange Option**” means the option to satisfy the purchase price of the Units under the Offering by exchanging Exchange Eligible Securities at the applicable Exchange Ratio.

“**Exchange Option Election**” means an election by a prospective purchaser of Units to use the Exchange Option.

“**Exchange Ratio**” means the number of Units issuable for an Exchange Eligible Security determined by dividing the volume weighted average trading price of such securities on the TSX during the Pricing Period, as adjusted to reflect distributions and/or dividends declared by the applicable Exchange Issuer that will not be received by the Fund, by \$12.00.

“**Extraordinary Resolution**” means a resolution passed by the affirmative vote of at least two-thirds of the votes cast, either in person or by proxy, at a meeting of Unitholders called for the purpose of considering such resolution.

“**First NAV Redemption Date**” means November 16, 2012.

“**Fund**” means Harvest Sustainable Income Fund, a closed-end investment fund established under the laws of Ontario pursuant to the Declaration of Trust.

“**Indicative Distribution Amount**” means the indicative distribution amount of the Fund, initially \$0.78 per Unit per annum for the first 12 months of the Fund, and thereafter as determined by the Manager each year.

“Investment Management Agreement” means the investment management agreement dated on or before the Closing Date, as it may be amended from time to time.

“Investment Manager” or “Avenue” means the investment manager of the Fund, Avenue Investment Management Inc.

“Lender” means a Canadian chartered bank or other financial institution that will enter into the Loan Facility with the Fund.

“Loan Facility” means the loan facility to be entered into between the Fund and the Lender.

“Manager” or “Harvest” means the manager of the Fund, Harvest Portfolios Group Inc.

“Management Agreement” means the management agreement dated on or before the Closing Date, as it may be amended from time to time.

“Maximum Ownership Level” means the number of Exchange Eligible Securities of any one Exchange Issuer that the Fund may acquire under the Offering pursuant to the Exchange Option, which is the lesser of (i) that number that would constitute 10% of the net assets of the Fund, (ii) that number that, if combined with the other securities of such Exchange Issuer either held, directly or indirectly, or over which control or direction is exercised by the Manager, the Investment Manager or any party acting jointly or in concert with the Manager or the Investment Manager, would result in the Manager, the Investment Manager and any such party directly or indirectly holding or exercising control or direction over 19.9% of the outstanding securities of such Exchange Issuer and (iii) that number of securities with a fair market value that constitutes 9.9% of the equity value of such Exchange Issuer for purposes of section 122.1 of the Tax Act.

“Monthly Redemption” means the monthly redemption of Units as described under “Redemption of Units — Monthly Redemption”.

“Monthly Redemption Date” with respect to particular Units means the last Business Day of each month in which the Units were surrendered for a Monthly Redemption.

“NAV per Unit” means the NAV of the Fund divided by the number of Units outstanding at the time the calculation is made.

“Net Asset Value” or “NAV” means the net asset value of the Fund, as determined by subtracting the aggregate amount of the liabilities of the Fund from the total assets and as more particularly set forth in the Declaration of Trust.

“NI 81-102” means National Instrument 81-102 – *Mutual Funds* of the Canadian Securities Administrators, as it may be amended from time to time.

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

“Notice Period” means the period from the tenth Business Day of October, 2012 until 5:00 p.m. (Toronto time) on the first Business Day of November, 2012.

“October 2003 Proposals” has the meaning ascribed thereto in “Risk Factors — Taxation of the Fund”.

“Offering” means the offering of a minimum of 1,666,667 Units and a maximum of 8,333,333 Units at the Offering Price, as contemplated in this prospectus.

“Offering Price” means a price of \$12.00 per Unit.

“Ordinary Resolution” means a resolution passed by the affirmative vote of at least a majority of the votes cast, either in person or by proxy, at a meeting of Unitholders called for the purpose of considering such resolution.

“Over-Allotment Option” means the option granted by the Fund to the Agents, exercisable for a period of 30 days following Closing, to purchase an aggregate of up to 15% of the aggregate number of Units issued at Closing solely to cover over-allotments, if any.

“Portfolio” means the assets held by the Fund from time to time.

“Pricing Period” means the period of the three consecutive trading days ending on November 19, 2010.

“**Redemption Payment Date**” means the date that is on or before the 15th Business Day following the applicable Monthly Redemption Date.

“**Registrar and Transfer Agent**” means Equity Financial Trust Company.

“**SIFT Rules**” mean the provisions of the Tax Act providing for a tax on certain income earned by a specified investment flow through trust or partnership which became law on June 22, 2007.

“**Sustainable Issuers**” means publicly-traded issuers that in the opinion of the Manager and the Investment Manager have consistent cash flow generation and have consistently paid dividends or distributions, provided that the determination by the Manager and the Investment Manager that an issuer is a Sustainable Issuer shall be conclusive for all purposes herein.

“**Tax Act**” means the *Income Tax Act* (Canada) as amended and the regulations thereunder.

“**Trustee**” means initially Harvest, in its capacity as trustee under the Declaration of Trust, and thereafter such successor as may be appointed trustee in accordance with the provisions of the Declaration of Trust.

“**TSX**” means the Toronto Stock Exchange.

“**Unit**” means a unit of the Fund.

“**Unitholders**” means holders of Units.

“**Valuation Time**” means 4:15 p.m. (Toronto time) on each Thursday during the year (or, if a Thursday is not a Business Day, the Business Day following such Thursday) and on the last Business Day of each month, and any other time as may be determined by the Manager from time to time.

INFORMATION REGARDING PUBLIC INFORMATION

Certain information contained in this prospectus relating to publicly-traded securities and the issuers of those securities is taken from and based solely upon information published by those issuers. In addition, certain information contained in this prospectus was obtained from public sources. Neither the Manager, the Investment Manager, the Fund nor the Agents have independently verified the accuracy or completeness of any such information or assume any responsibility for the completeness or accuracy of such information.

FORWARD LOOKING STATEMENTS

Certain statements included in this prospectus constitute forward looking statements or information, including those identified by the expressions “anticipate”, “believe”, “plan”, “estimate”, “expect”, “intend” and similar expressions to the extent they relate to the Fund, the Manager or the Investment Manager. The forward looking statements and information are not historical facts but reflect the Fund’s, the Manager and/or the Investment Manager’s current expectations regarding future results or events. The prospectus includes, from a number of third party sources forward looking statements or information and although the Fund, the Manager and/or Investment Manager believes such statements or information to be reliable, no assurance can be given that such forward looking statements or information will be accurate. These forward looking statements and information are subject to a number of risks and uncertainties that could cause actual results or events to differ materially from current expectations, including the matters discussed under “Risk Factors” and in other sections of this prospectus. Accordingly readers should not place undue reliance on forward looking statements and information. All forward looking statements and information is qualified by this cautionary statement.

PROSPECTUS SUMMARY

The following is a summary of the principal features of this distribution and should be read together with the more detailed information and financial data and statements contained elsewhere in this prospectus.

THE FUND

The Fund is an investment fund established under the laws of the Province of Ontario pursuant to the Declaration of Trust.

THE OFFERING

- Offering:** The Offering consists of Units of the Fund.
- Amount:** Minimum: \$20,000,000 (1,666,667 Units)
Maximum: \$100,000,000 (8,333,333 Units)
- Offering Price:** \$12.00 per Unit
- Minimum Purchase:** 200 Units (\$2,400)
- Rationale for the Fund:** The Manager and the Investment Manager believe investors seeking attractive sustainable income have few alternatives due to the current low interest rate environment and volatile equity markets. The Manager and the Investment Manager believe that a diversified portfolio of Sustainable Issuers can provide investors with a source of sustainable income. See “Investment Objectives – Rationale”.
- Investment Objectives:** The Fund’s investment objectives are:
- (i) to provide Unitholders with monthly distributions; and
 - (ii) to provide Unitholders with long-term capital preservation while reducing volatility.
- The net proceeds of the Offering will be invested in a diversified portfolio of securities of primarily publicly-traded Sustainable Issuers that have a head office in Canada, in order to seek to provide investors with exposure to issuers that the Manager and the Investment Manager believe offer sustainable income, capital preservation and reduced volatility. See “Investment Objectives”.
- Investment Strategy:** The net proceeds of the Offering will be invested in a diversified portfolio of securities of primarily publicly-traded Sustainable Issuers that have a head office in Canada. The Fund will initially invest the proceeds of the Offering primarily in Sustainable Issuers that operate in the energy and pipeline, real estate and industrial sectors.
- The Manager and Investment Manager believe that the businesses of the Sustainable Issuers generally possess one or more of the following characteristics:
- 1) a history of generating stable earnings with an attractive yield;
 - 2) steady earnings stream due to long life assets;
 - 3) low exposure to short-term commodity price fluctuations;
 - 4) significant barriers to entry; and
 - 5) a dominant product and/or service position.
- The Investment Manager will focus on value metrics such as debt/EBITDA, debt/total capitalization, capital ratios and upcoming debt maturity schedules in order to reduce the potential for debt distress. See “Investment Strategies”.
- Foreign Currency Hedging:** Although the Fund will predominantly invest in Canadian securities, the Fund may also be exposed to a limited number of foreign currencies. The Investment Manager

will take currency exposure into account in managing the Portfolio and does not initially intend to hedge the Fund's currency exposure but from time to time may hedge up to 100% of the Portfolio's non-Canadian currency exposure. See "Investment Strategies – Foreign Currency Hedging".

Borrowing:

Prior to the Conversion, the Fund is authorized to borrow for the purpose of making investments in accordance with its investment objectives and restrictions, and to pledge its assets to secure the borrowings. After Closing, the Fund intends to enter into a Loan Facility with one or more Canadian chartered banks. The Loan Facility will permit the Fund to borrow an amount not exceeding 20% of the value of the total assets of the Fund (25% of NAV) at the time of draw down. Accordingly, the maximum amount of leverage that the Fund could have, at the time of borrowing, is 1.25:1. The interest rate, fees and expenses under the Loan Facility are expected to be typical of similar credit facilities. Once the net proceeds from the Offering have been fully invested, the Fund expects to fully utilize the Loan Facility. Prior to the Conversion Date, all amounts outstanding under the Loan Facility, including all interest accrued thereon, will be repaid in full. Following the conversion of the Fund to an open-end fund on December 12, 2012, the Fund will not be able to use leverage to pursue its investment strategy and therefore the Fund may not pay a distribution at the initial Indicative Distribution Amount unless the Portfolio yields a higher return to the Fund. See "Investment Strategies — Borrowing".

Exchange Option:

The price for each Unit purchased may be paid either by cash or by an exchange of freely tradeable Exchange Eligible Securities.

The maximum number of Exchange Eligible Securities of any one Exchange Issuer that the Fund may acquire under the Exchange Option is the lesser of (i) that number that would constitute 10% of the net assets of the Fund, (ii) that number that, if combined with the other securities of such Exchange Issuer either held, directly or indirectly, or over which control or direction is exercised by the Manager, the Investment Manager or any party acting jointly or in concert with the Manager or the Investment Manager, would result in the Manager, the Investment Manager and any such party directly or indirectly holding or exercising control or direction over 19.9% of the outstanding securities of such Exchange Issuer and (iii) that number of securities with a fair market value that constitutes 9.9% of the equity value of such Exchange Issuer for purposes of section 122.1 of the Tax Act (such lesser number being referred to as the "**Maximum Ownership Level**"). To the extent that the Maximum Ownership Level has been achieved in respect of the securities of any one Exchange Issuer and an excess of securities of such Exchange Issuer above the Maximum Ownership Level has been deposited and not rescinded, then the securities of such Exchange Issuer will be accepted by the Fund up to the Maximum Ownership Level and the balance will be re-credited to purchasers' accounts through CDS. This Exchange Option does not constitute a takeover bid for any Exchange Issuer. See "Purchases of Securities — The Exchange Option".

A prospective purchaser of Units who elected to pay for such Units by using the Exchange Option must have done so by means of a book-entry deposit through CDS. Prospective purchasers intending to use the Exchange Option must have deposited the securities of the Exchange Issuer with the Exchange Agent through CDS prior to 5:00 p.m. (Toronto time) on November 19, 2010. Such book-entry deposits must have been made by a CDS Participant, who may have had an earlier deadline for receiving instructions from its clients to deposit securities into the Exchange Option. Once submitted to the Exchange Agent through CDS, a deposit of Exchange Eligible Securities under the Exchange Option (including the transfer authorized thereby) is, subject to the completion of this Offering, irrevocable unless withdrawn as described under the heading "Purchases of Securities — Withdrawal of Exchange Option Elections".

The Exchange Ratios were determined by dividing the volume weighted average trading price of such securities on the TSX during the Pricing Period, as adjusted to reflect distributions and/or dividends declared by the applicable Exchange Issuer that will not be received by the Fund, by \$12.00. The Fund issued a press release after the close of business on November 22, 2010 announcing each Exchange Eligible Security, its CUSIP number, its ticker symbol, its volume weighted average trading price during the Pricing Period and the applicable Exchange Ratio. See “Purchases of Securities — Determination of Exchange Ratios” and “Purchases of Securities — Delivery of Final Prospectus and Issuance of Press Release”.

Prospective purchasers under the Exchange Option will be entitled to rescind their purchase by providing a written notice of rescission to such prospective purchaser’s CDS Participant who effected the deposit at any time on or before the later of (i) midnight on the second Business Day after receipt or deemed receipt of this prospectus and any amendment and (ii) the close of business (Toronto time) on the second Business Day after the date on which the press release announcing the Exchange Ratios is issued. See “Purchases of Securities — Withdrawal of Exchange Option Elections”.

A purchaser who holds Exchange Eligible Securities of an Exchange Issuer as capital property may realize a capital gain or capital loss on the exchange of Exchange Eligible Securities of an Exchange Issuer for Units pursuant to the Exchange Option. See “Income Tax Considerations — The Exchange Option”.

Manager:

Harvest was founded by long term members of the investment management industry and is focused on developing income investment products. Harvest’s guiding principles are to provide investment products that are clear and understandable, transparent in portfolio structure and seek to generate consistent income.

Harvest is also responsible for providing or arranging for the provision of administration services required by the Fund. See “Organization and Management Details of the Fund — Manager of the Fund”.

Harvest has taken the initiative in organizing the Fund and accordingly, may be a “Promoter” of the Fund within the meaning of applicable securities legislation. See “Organization and Management Details of the Fund — Promoter”.

Investment Manager:

The Manager has retained Avenue to provide investment management services to the Fund. Avenue was formed in 2002 and has focused on the private client market. Avenue was founded by three investment management professionals; Paul Harris, CFA, Paul Gardner, CFA and Bill Harris, CFA, each with over 21 years of experience, who have managed assets or businesses for leading financial institutions in Toronto, Montreal and New York.

Avenue describes its investment methodology as follows:

- finding well-managed issuers that have a competitive advantage in their market;
- determining if the issuer’s intrinsic value is at a discount to its market value;
- opportunistically buying when these discounts exist; and
- holding the position until the company no longer meets the valuation criteria.

Generally, an issuer’s securities will be reviewed to sell if and when:

- underlying fundamentals have changed;

- unfavourable changes in management occur;
- changes occur in the competitive or regulatory environment;
- intrinsic value is achieved; or
- risk/reward profile does not warrant increasing the investment.

As of September 30, 2010, Avenue had assets under management of approximately \$180 million and has focused its efforts on private investment management for high net worth clients. Avenue is also the investment manager for Harvest Banks & Buildings Income Fund and Harvest Canadian Income & Growth Fund. See “Organization and Management Details of the Fund – Investment Manager”.

Agents:

The Fund has engaged BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., Scotia Capital Inc., HSBC Securities (Canada) Inc., National Bank Financial Inc., Canaccord Genuity Corp., Dundee Securities Corporation, Raymond James Ltd., Desjardins Securities Inc., Macquarie Private Wealth Inc., Wellington West Capital Markets Inc., Industrial Alliance Securities Inc. and Mackie Research Capital Corporation (collectively, the “**Agents**”) as agents to offer Units for sale to the public.

Monthly Distributions:

The Fund intends to make monthly cash distributions to Unitholders of record on the last Business Day of each month and pay such cash distributions on or before the 15th day of the following month. Beginning in December 2011, the Fund will annually determine and announce the Indicative Distribution Amount for the following year based upon the prevailing market conditions. The Indicative Distribution Amount will be \$0.065 per Unit per month (\$0.78 per annum) for the first 12 months of the Fund. The initial cash distribution is anticipated to be payable on or before February 15th, 2011 to Unitholders of record on January 31, 2011.

It is anticipated that the changes to the taxation of income trusts beginning in 2011 will result in a decline in the amount of distributions paid by certain income trusts. The Investment Manager expects that given the type of income trusts the Fund will invest in that the initial anticipated yield on the Portfolio may be negatively impacted. This negative impact may in whole or in part be offset by the benefits available to taxable investors resident in Canada with respect to the receipt of “eligible dividends” (as defined in the Tax Act). The Fund may not pay distributions at the initial targeted level if returns on the income-generating securities or other returns to the Fund are not sufficient to maintain the initial anticipated yield on the Portfolio.

Assuming the gross proceeds of the Offering are \$100 million and fees and expenses are as described herein, the Portfolio, using the maximum amount of leverage permitted, would be required to generate an average annual total return of 7.81% (9.02% without the use of leverage), inclusive of dividend and interest income, in order for the Fund to achieve its initial Indicative Distribution Amount level. Based on the anticipated composition of the Portfolio it is expected that distributions on securities held in the Portfolio will be sufficient to fund the Fund’s distributions at the initially targeted level. If the return on the Portfolio (including net realized capital gains from the sale of securities in the Portfolio) is less than the amount necessary to fund the monthly distributions, the Manager will return a portion of the capital of the Fund to Unitholders to ensure the distribution is paid and, accordingly, NAV per Unit will be reduced. See “Distributions Policy”, “Investment Strategies” and “Risk Factors”. The amount of distributions may fluctuate and no assurance can be given that distributions will remain at the initial Indicative Distribution Amount level. Following the conversion of the Fund to an open-end fund on December 12, 2012, the Fund will not be able to use leverage to pursue its investment strategy and therefore the Fund may not pay a distribution at the initial Indicative Distribution Amount unless the Portfolio yields a higher return

to the Fund.

If, in any year after such distributions, there would otherwise remain in the Fund additional net income or net realized capital gains, a special distribution of such portion of the net income and net realized capital gains as is necessary to ensure that the Fund will not be liable for income tax under the Tax Act will be automatically payable on the last day of that taxation year to Unitholders of record on that date.

There can be no assurance that the Fund will be able to achieve its monthly distribution objective or make payments on any Distribution Payment Date. Amounts distributed on the Units that represent returns of capital are generally non-taxable to a Unitholder but reduce the Unitholder's adjusted cost base of the Units for tax purposes. See "Income Tax Considerations" and "Distribution Policy".

Redemption of Units on the First NAV Redemption Date:

Unitholders who wish to redeem their Units on the First NAV Redemption Date will receive a redemption price per Unit equal to NAV per Unit as at the First NAV Redemption Date. On and after the Conversion Date, Unitholders may redeem Units on any Business Day at the NAV per Unit.

Prior to the Conversion, Units may be surrendered for redemption during the Notice Period by the registered Unitholder to the Registrar and Transfer Agent. Units surrendered for redemption by a Unitholder during the Notice Period will be redeemed on the First NAV Redemption Date and the Unitholder will receive payment on or before the seventh Business Day following the First NAV Redemption Date.

Use of Proceeds:

The Fund will use the proceeds from the sale of Units as follows:

	<u>Minimum Offering</u>	<u>Maximum Offering</u>
Gross proceeds to the Fund	\$20,000,000	\$100,000,000
Agents' fees.....	\$1,050,000	\$5,250,000
Expenses of issue.....	\$300,000	\$650,000
Net proceeds to the Fund.....	<u>\$18,650,000</u>	<u>\$94,100,000</u>

See "Use of Proceeds".

Conversion to Open-End Mutual Fund:

The Manager will implement the Conversion on the Conversion Date. The Conversion may be implemented either by way of a conversion of the Fund to an open-end mutual fund or by way of a tax-deferred merger with an open-end mutual fund managed by the Manager or an affiliate thereof (including a fund formed after the date of this prospectus). On and after the Conversion, the Units will be redeemable at NAV per Unit on a daily basis and the Fund will become subject to NI 81-102. See "Conversion of the Fund".

Organization and Management of the Harvest Sustainable Income Fund:

<u>Management of the Fund</u>	<u>Name and Municipality of Residence</u>	<u>Services Provided to Fund</u>
Trustee, Manager and Promoter	Harvest Portfolios Group Inc. 710 Dorval Drive Suite 200 Oakville, Ontario L6K 3V7	Manages the overall business of the Fund
Investment Manager	Avenue Investment Management Inc. 47 Colborne Street Suite 300, Toronto, Ontario M5E 1P8	The Manager has retained Avenue Investment Management Inc. to provide portfolio

		management services to the Fund
Custodian and Valuation Agent	State Street Trust Company Canada Toronto, Ontario	Provides custody and valuation services to the Fund
Auditor	PricewaterhouseCoopers LLP Suite 3000, Box 82 Royal Trust Tower TD Centre Toronto, Ontario M5K 1G8	Provides audit services to the Fund
Registrar and Transfer Agent	Equity Financial Trust Company 200 University Avenue Suite 400 Toronto, Ontario M5H 4H1	Maintains the security register and the register of transfers of securities

See “Organization and Management Details of the Fund”.

Eligibility for Investment:

Provided that the Fund qualifies and continues at all times to qualify as a mutual fund trust within the meaning of the Tax Act or that the Units are listed on a designated stock exchange under the Tax Act (which includes the TSX), the Units will be qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans and tax-free savings accounts (each a “**plan trust**”). See “Income Tax Considerations — Status of the Fund” and “Income Tax Considerations — Taxation of Registered Plans”.

Provided that the holder of a tax-free savings account does not hold a significant interest (as defined in the Tax Act) in the Fund or any person or partnership that does not deal at arm’s length with the Fund within the meaning of the Tax Act, and provided that such holder deals at arm’s length with the Fund within the meaning of the Tax Act, the Units will not be prohibited investments for a trust governed by such tax-free savings account. Holders of a tax-free savings account should consult their own tax advisors in this regard. See “Income Tax Considerations — Taxation of Registered Plans”.

Income Tax Considerations:

A purchaser of Units who disposes of securities of an Exchange Eligible Issuer held as capital property pursuant to the Exchange Option will realize a capital gain (or a capital loss) in the taxation year of the purchaser in which the disposition of such securities takes place to the extent that the proceeds of disposition for such securities, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the purchaser of such securities. For this purpose, the proceeds of disposition to the purchaser will equal the aggregate of the fair market value of the Units received and the amount of any cash received in lieu of fractional Units. The cost to a purchaser of Units so acquired will be equal to their fair market value at the time of exchange.

A Unitholder who is resident in Canada will generally be required to include in computing income for a taxation year that part of the net income of the Fund, including net taxable capital gains, if any, that is paid or becomes payable to the Unitholder by the Fund in the year (whether in cash or in Units). To the extent that amounts payable to a Unitholder are designated by the Fund as taxable dividends from taxable Canadian corporations, the taxable portion of net realized capital gains and foreign source income, those amounts will retain their character and be treated as such in the hands of the Unitholder.

Distributions by the Fund to a Unitholder in excess of the Unitholder’s share of the Fund’s net income and net realized capital gains will generally not result in an income inclusion, but will reduce the adjusted cost base of the Unitholder’s Units.

To the extent that the adjusted cost base of a Unit held as capital property would otherwise be less than zero, the Unitholder will be deemed to have realized a capital gain equal to such negative amount. A Unitholder who disposes of Units held as capital property (on a redemption or otherwise) will realize a capital gain (or capital loss) to the extent that the proceeds of disposition exceed (or are less than) the aggregate adjusted cost base of the Units disposed of and any reasonable costs of disposition.

Each investor should satisfy himself or herself as to the federal, provincial and territorial tax consequences of an investment in Units by obtaining advice from his or her tax advisor. See “Income Tax Considerations”.

The conversion of the Fund from a closed-end investment fund to an open-end mutual fund will not result in a disposition of Units.

RISK FACTORS

An investment in Units is subject to various risk factors, including the following risks which prospective purchasers should consider before purchasing Units.

1. possible loss of investment;
2. no guaranteed return;
3. there can be no assurance that the Fund will be able to achieve its investment objectives;
4. the NAV per Unit will vary according to the value of the securities in which the Fund invests;
5. risks associated with the composition and concentration of the Portfolio;
6. risks associated with investments in equity securities;
7. risks relating to the use of leverage before the Conversion and the inability to use leverage after the Conversion;
8. the NAV of the Fund and the trading price of the Units will be sensitive to interest rate fluctuations;
9. the Units may trade in the market at a premium or a discount to the NAV per Unit and there can be no guarantee that Units will trade at a price equal to the NAV per Unit;
10. risks associated with investments in Sustainable Issuers in the energy and pipeline sector;
11. risks associated with investments in Sustainable Issuers in the industrial sector;
12. risks associated with investments in Sustainable Issuers in the retail sector;
13. risks associated with investments in Sustainable Issuers in the telecommunications sector;
14. risks associated with investments in Sustainable Issuers in the real estate sector;
15. risks associated with investments in Sustainable Issuers in the utilities sector;
16. risks associated with foreign currency exposure;
17. risks associated with foreign market exposure;
18. recent global financial market developments;
19. reliance on management of the Fund;
20. nature of the Units;
21. risks associated with redemptions;
22. the Fund’s lack of operating history and the current absence of a public trading market for the Units;

23. the potential for conflicts of interest;
24. risks related to the Exchange Option;
25. risks related to the Conversion;
26. risks relating to changes in legislation;
27. the scope of the Alternative Proposal has not been released and its scope is uncertain and may increase taxable distributions to Unitholders as well as additional risks associated with taxation of the Fund;
28. there can be no assurance that income tax laws and government incentive programs relating to the treatment of mutual fund trusts under the Tax Act will not be changed in a manner which adversely affects the distributions received by the Fund and the Unitholders and/or the value of the Units or the securities in which the Fund invests;
29. potential application of the SIFT Rules to the Fund; and
30. risks relating to taxation of the Fund and its Unitholders.

See "Risk Factors".

SUMMARY OF FEES AND EXPENSES PAYABLE BY THE FUND

The following table contains a summary of the fees and expenses payable by the Fund. All fees and expenses of the Fund will be paid in cash. For further particulars, see “Fees and Expenses”.

<u>Type of Charge</u>	<u>Amount and Description</u>
Fees Payable to Agents:	\$0.63 (5.25%) per Unit.
Expenses of Issue:	The Fund will pay the expenses incurred in connection with the Offering of Units by the Fund, which are estimated to be \$650,000, subject to a maximum of 1.5% of the gross proceeds of the Offering.
Management Fee:	An annual management fee (the “ Management Fee ”) of 1.25% of the NAV of the Fund at month end, paid monthly in arrears, plus an amount equal to the Servicing Fee (as defined hereinafter) plus applicable taxes, will be paid to the Manager. The Investment Manager will be remunerated by the Manager out of the Management Fee. In the aggregate, the Management Fee and Servicing Fee (as defined below) paid by the Fund prior to the Conversion will be 1.65% annually of the NAV and 2.25% annually of the NAV after the Conversion.
Operating Expenses:	The Fund will pay for all ordinary expenses incurred in connection with its operation and administration. It is expected that these expenses will include, without limitation: mailing and printing expenses for periodic reports to Unitholders and other Unitholder communications including marketing and advertising expenses; fees payable to the Trustee for acting as trustee (except when the Manager is the Trustee); fees payable to the registrar and transfer agent; fees payable to the Custodian for acting as custodian of the assets of the Fund; any reasonable out-of-pocket expenses incurred by the Manager or its agents in connection with their on-going obligations to the Fund; banking fees and interest with respect to any borrowing; fees payable to the auditors and legal advisors of the Fund; fees and expenses of the Independent Review Committee; regulatory filing, stock exchange and licensing fees; any expenses in connection with the Conversion (unless the Fund merges with another fund, in which case the Manager will bear the costs); and any expenditures incurred upon the termination of the Fund. The aggregate amount of these fees and expenses is estimated to be \$230,000 per annum.
Servicing Fee:	Prior to the Conversion Date, the Manager will pay to registered dealers a servicing fee (the “ Servicing Fee ”) equal to 0.40% annually of the NAV per Unit for each Unit held by clients of the registered dealers (calculated and paid at the end of each calendar quarter commencing on Closing, plus applicable taxes). On and after the Conversion Date, the Manager will pay the Servicing Fee equal to 1.00% annually of the NAV per Unit for each Unit held by clients of the registered dealers (calculated and paid at the end of each calendar quarter commencing on the Conversion Date, plus applicable taxes).

THE FUND

Overview of the Legal Structure of the Fund

The Fund is an investment fund established under the laws of the Province of Ontario pursuant to the Declaration of Trust dated November 26, 2010.

The principal office of the Fund and Harvest is located at 710 Dorval Drive, Suite 200, Oakville, Ontario L6K 3V7.

Status of the Fund

The Fund is not considered to be a mutual fund under the securities legislation of the provinces and territories of Canada until the Conversion is implemented. Consequently, prior to the Conversion, the Fund is not subject to certain policies and regulations that apply to mutual funds under such legislation. The Fund intends to comply with NI 81-102, except sections 2.6(a), 3.3, 10.3, 10.4 and 12.1. Following the Conversion, the Fund will be a mutual fund under applicable securities legislation and, subject to any exemptive relief that the Fund may obtain, will comply with all of the policies and regulations that apply to mutual funds under such legislation.

INVESTMENT OBJECTIVES

The Fund's investment objectives are:

- (i) to provide Unitholders with monthly distributions; and
- (ii) to provide Unitholders with long-term capital preservation while reducing volatility.

The net proceeds of the Offering will be invested in a diversified portfolio of securities of primarily publicly-traded Sustainable Issuers that have a head office in Canada, in order to seek to provide investors with exposure to issuers that the Manager and the Investment Manager believe offer sustainable income, capital preservation and reduced volatility.

Rationale

The Manager and the Investment Manager believe investors seeking attractive sustainable income have few alternatives due to the current low interest rate environment and volatile equity markets. The Manager and the Investment Manager believe that a diversified portfolio of Sustainable Issuers can provide investors with a source of sustainable income.

INVESTMENT STRATEGIES

The net proceeds of the Offering will be invested in a diversified portfolio of securities of primarily publicly-traded Sustainable Issuers that have a head office in Canada. The Fund will initially invest the proceeds of the Offering primarily in Sustainable Issuers that operate in the energy and pipeline, real estate and industrial sectors.

The Manager and Investment Manager believe that the businesses of the Sustainable Issuers, generally possess one or more of the following characteristics:

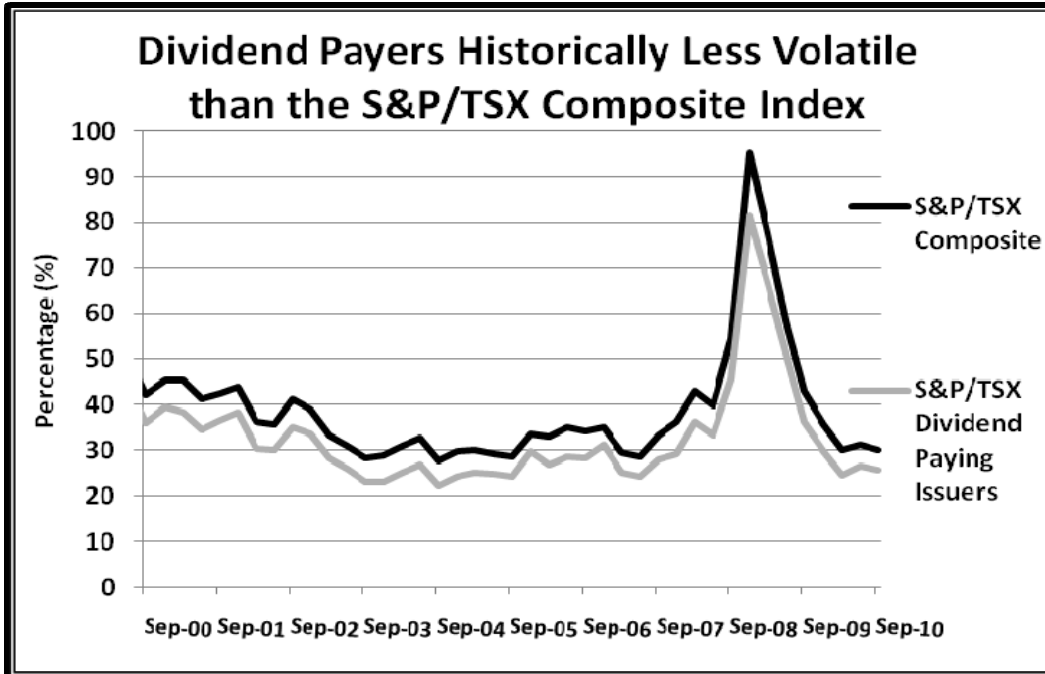
- 1) a history of generating stable earnings with an attractive yield;
- 2) steady earnings stream due to long life assets;
- 3) low exposure to short-term commodity price fluctuations;
- 4) significant barriers to entry; and
- 5) a dominant product and/or service position.

The Investment Manager will focus on value metrics such as debt/EBITDA, debt/total capitalization, capital ratios and upcoming debt maturity schedules in order to reduce the potential for debt distress.

The Fund may not hold less than 80% of the total value of the Portfolio in issuers with a head office located in Canada.

The Investment Manager has chosen issuers that have demonstrated the ability to maintain and grow earnings over the long term and have subsequently grown dividends or distributions to shareholders. The ability to pay consistent dividends or distributions to shareholders is generally evidence of stable earnings. The gross revenue of the Sustainable Issuers in the Indicative Portfolio has increased over the last 5 years, and throughout the disruptions of the 2008 – 2009 financial crisis the gross revenue generation of the Sustainable Issuers was sustained.

As the chart below displays, dividend paying issuers have historically had lower volatility than the S&P/TSX Composite Index. The Manager and Investment Manager believe that this lower volatility is directly attributable to the stable cash flow and consistency of earnings that dividend paying issuers provide. The Indicative Portfolio of the Fund is focused on issuers that have consistently generated dividends or distributions over the long term.



Source: Bloomberg, September 30, 2010

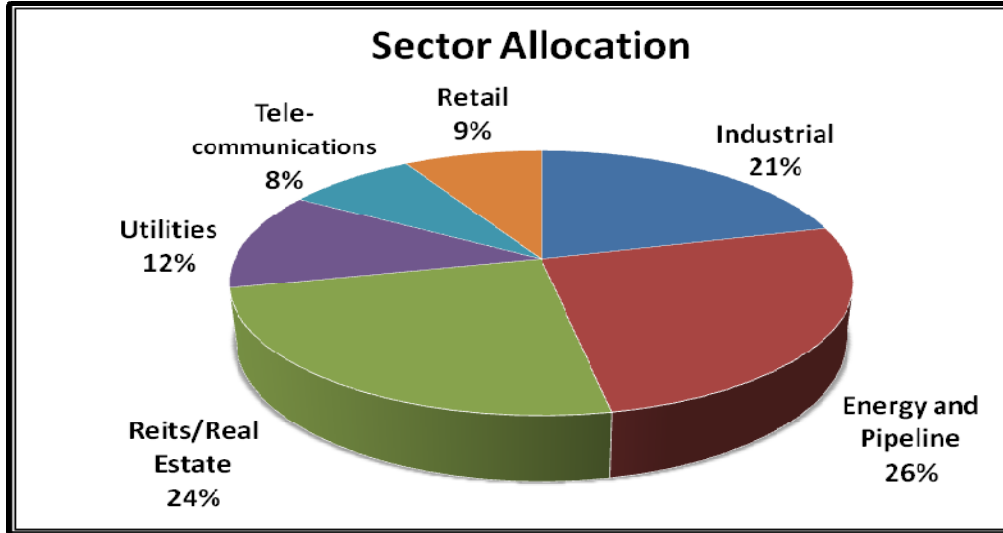
Notes:

The volatility of the S&P/TSX Composite Index is calculated as the non-weighted average of the 90-day volatilities for all issuers in the Index as of September 30, 2010. Issuers that have been delisted prior to this date are not included. Issuers that were not part of the Index in earlier years are not included in the averages of that year.

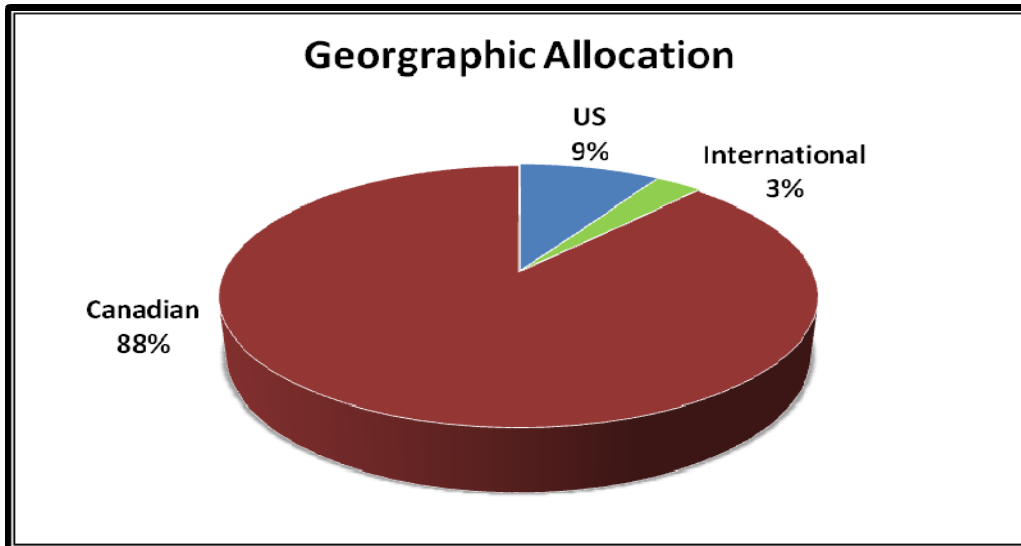
The volatility of the dividend paying issuers is calculated as the non-weighted average of the 90-day volatilities of all the dividend paying issuers on the S&P/TSX Composite Index as of September 30, 2010. Dividend paying issuers that were not publicly traded in previous years are not included in the averages of that year.

The Indicative Portfolio

If the Fund had been in existence on October 20, 2010, the Portfolio would have been diversified by the market sector as follows:



If the Fund had been in existence on October 20, 2010, the Portfolio would have had the following geographic allocation:



If the Fund had been in existence on October 20, 2010, the Portfolio would have included the following securities:

Energy and Pipeline Sector

<u>Issuer</u>	<u>Stock Symbol</u>	<u>Weight (%)</u>	<u>Trailing Distribution Yield⁽¹⁾⁽²⁾ (%)</u>	<u>Anticipated Distribution Yield⁽³⁾ (%)</u>	<u>Equity Market Cap (\$M)</u>
AltaGas Ltd.	ALA	1.00	6.0	6.0	1,835
Enerplus Resources Fund	ERF.UN	5.00	8.0	7.7	4,861
Fort Chicago Energy Partners LP	FCE.UN	5.00	8.1	8.0	1,789
Inter Pipeline Fund	IPL.UN	3.00	6.6	6.7	3,523
NAL Oil and Gas Trust	NAE.UN	5.00	8.7	7.5	1,812
Penn West Energy Trust	PWT.UN	2.00	4.7	4.8	10,344
Peyto Energy Trust	PEY.UN	5.00	9.4	5.3	1,873

Industrial Sector

<u>Issuer</u>	<u>Stock Symbol</u>	<u>Weight (%)</u>	<u>Trailing Distribution Yield⁽¹⁾⁽²⁾ (%)</u>	<u>Anticipated Distribution Yield⁽³⁾ (%)</u>	<u>Equity Market Cap (\$M)</u>
Aecon Group Inc. 7% 2014	ARE.DB	4.00	6.5	6.5	878
Brookfield Infrastructure Partners LP	BIB.UN	3.00	5.5	5.9	1,271
K-Bro Linen Income Fund	KBL.UN	3.00	6.5	6.5	118
Keyera Facilities Income Fund	KEY.UN	1.00	5.8	5.8	2,128
Rogers Sugar Income Fund	RSI.UN	4.00	9.3	8.7	434
Superior Plus Corp.	SPB	4.00	13.4	12.8	1,288
Westshore Terminal Income Fund	WTE.UN	2.00	8.7	5.7	1,579

Real Estate Sector

<u>Issuer</u>	<u>Stock Symbol</u>	<u>Weight (%)</u>	<u>Trailing Distribution Yield⁽¹⁾⁽²⁾ (%)</u>	<u>Anticipated Distribution Yield⁽³⁾ (%)</u>	<u>Equity Market Cap (\$M)</u>
Annaly Capital Management Inc.	NLY	6.00	15.0	14.6	11,230
Artis REIT	AX.UN	4.00	8.0	8.1	1,067
Leisureworld Senior Care Corporation	LW	7.00	8.4	8.4	203
Timbercreek Mortgage Investment Corporation	TMC	3.00	8.0	8.0	87
Whiterock REIT	WRK.UN	4.00	9.4	9.4	299

Retail Sector

<u>Issuer</u>	<u>Stock Symbol</u>	<u>Weight (%)</u>	<u>Trailing Distribution Yield⁽¹⁾⁽²⁾ (%)</u>	<u>Anticipated Distribution Yield⁽³⁾ (%)</u>	<u>Equity Market Cap (\$M)</u>
Cineplex Galaxy Income Fund	CGX.UN	1.00	6.1	6.0	1,187
Liquor Stores Income Fund	LIQ.UN	6.00	10.5	7.0	288
North West Company Fund	NWF.UN	1.50	6.6	4.8	997

Telecommunications Sector

<u>Issuer</u>	<u>Stock Symbol</u>	<u>Weight (%)</u>	<u>Trailing Distribution Yield⁽¹⁾⁽²⁾ (%)</u>	<u>Anticipated Distribution Yield⁽³⁾ (%)</u>	<u>Equity Market Cap (\$M)</u>
BCE Inc.	BCE	1.00	5.3	5.5	26,113
Bell Aliant Regional Communications Income Fund	BA.UN	4.00	10.5	6.9	3,529
Telefonica S.A.	TEF	3.00	6.2	5.8	121,342

Utilities Sector

<u>Issuer</u>	<u>Stock Symbol</u>	<u>Weight (%)</u>	<u>Trailing Distribution Yield⁽¹⁾⁽²⁾ (%)</u>	<u>Anticipated Distribution Yield⁽³⁾ (%)</u>	<u>Equity Market Cap (\$M)</u>
Atlantic Power Corp.	ATP	2.00	7.9	7.8	837
Capital Power Income LP	CPA.UN	5.00	9.6	9.6	1,012
Just Energy Income Fund	JE.UN	3.00	8.3	8.2	1,986
Northland Power Income Fund	NPI.UN	<u>2.00</u>	<u>7.0</u>	<u>6.8</u>	<u>1,126</u>
		100.00	8.757 ⁽⁴⁾	7.95 ⁽⁵⁾	6,029 ⁽⁶⁾

Source: Data sourced from Bloomberg as of October 20, 2010

Notes:

- (1) The “Trailing Distribution Yield” is determined by annualizing the most recent distribution or dividend and dividing by the closing price on October 20, 2010.
- (2) The “Trailing Distribution Yield” is net of any applicable foreign withholding tax.
- (3) The “Anticipated Distribution Yield” is determined by taking for each Sustainable Issuer, the lesser of its trailing 12-month dividend/distribution, or its forecasted dividend/distribution for the next 12 months, and dividing by the closing price on October 20, 2010.
- (4) The Weighted Average Trailing Distribution Yield.
- (5) The Weighted Average Anticipated Distribution Yield.
- (6) The Weighted Average Equity Market Capitalization (\$M).

The information contained in the above section is historical and is not intended to be, nor should it be construed to be, an indication as to the future trading levels of the securities comprising the Indicative Portfolio.

The Portfolio may or may not include issuers from the foregoing list and may include securities of issuers that are not listed above. The Investment Manager will actively manage the Portfolio to seek to meet the Fund’s investment objectives and therefore the composition of the Portfolio will vary from time to time based on the Investment Manager’s assessment of market conditions.

Foreign Currency Hedging

Although the Fund will predominantly invest in Canadian securities, the Fund may also be exposed to a limited number of foreign currencies. The Investment Manager will take currency exposure into account in managing the Portfolio and does not initially intend to hedge the Fund’s currency exposure but from time to time may hedge up to 100% of the Portfolio’s non-Canadian currency exposure.

Borrowing

Prior to the Conversion, the Fund is authorized to borrow for the purpose of making investments in accordance with its investment objectives and restrictions, and to pledge its assets to secure the borrowings. After Closing, the Fund intends to enter into a Loan Facility with one or more Canadian chartered banks. The Loan Facility will permit the Fund to borrow an amount not exceeding 20% of the value of the total assets of the Fund (25% of NAV) at the time of draw down. Accordingly, the maximum amount of leverage that the Fund could have, at the time of borrowing, is 1.25:1. The interest rate, fees and expenses under the Loan Facility are expected to be

typical of similar credit facilities. Once the net proceeds from the Offering have been fully invested, the Fund expects to fully utilize the Loan Facility. Prior to the Conversion Date, all amounts outstanding under the Loan Facility, including all interest accrued thereon, will be repaid in full. Following the conversion of the Fund to an open-end fund on December 12, 2012, the Fund will not be able to use leverage to pursue its investment strategy and therefore the Fund may not pay a distribution at the initial Indicative Distribution Amount unless the Portfolio yields a higher return to the Fund.

OVERVIEW OF THE SECTORS THAT THE FUND INVESTS IN

Sustainable Issuers include those issuers that provide goods and services in certain sectors including, without limitation, the energy and pipeline sector, the industrial sector, the real estate sector, the retail sector, the telecommunications sector and the utilities sector.

Energy and Pipeline Sector

The energy and pipeline sector consists of oil and gas producers, integrated oil companies and refiners, drillers, oil service and geophysical companies, producers of coal and uranium, issuers engaged in transportation of fuels, nuclear electrical generating companies, manufacturers of electrical generating equipment, and developers of alternative fuels and electrical generating systems. The sector is responsible for supplying the growing energy needs of commercial and residential consumers both in and outside of Canada. In recent years the focus on renewable or alternative energy has become increasingly important with consumers demanding more environmentally sustainable sources.

Industrials Sector

The industrials sector is a very diversified sector that includes several different industries from construction and infrastructure development issuers to aviation and auto part makers. Sustainable Issuers in the industrials sector generally provide goods and services to private and public sector clients. These issuers conduct operations throughout Canada and internationally and will generally benefit from a global economic recovery.

Real Estate Sector

The real estate sector includes commercial and residential real estate and is made up primarily of REITs, fixed income, convertible debt, and trust units that are issued by such issuers. The commercial real estate sector is comprised of properties designed for specific business purposes that can be broadly classified as properties for office, retail and diversified use (including industrial and storage). Residential real estate is property used for general living purposes and is primarily focused on multi-family residences.

Well-located properties with strong real estate fundamentals have historically appreciated in value over time, which is one of the primary benefits of real estate ownership. Today's low interest rate environment enables real estate owners to obtain historically low mortgage rate financing when conservative loan-to-value ratios are employed. This low interest rate mortgage financing, when combined with the acquisition of properties at capitalization rates above the mortgage interest rate, provides investors in commercial real estate assets with attractive levered yields not available in many other investment alternatives.

Retail Sector

The retail sector is primarily engaged in selling consumer goods and related services through stores to the general public. The retail sector includes issuers that retail, wholesale and distribute food across Canada and internationally. It also includes issuers involved with the sale and distribution of non-staple goods such as clothing and appliances. Large retail firms tend to operate their own warehouse facilities and, in some instances, have manufacturing operations for the production of private-label goods. Other operations may include franchisee operated stores and cash and carry outlets.

Telecommunications Sector

The telecommunication sector is comprised of issuers that provide a full range of communication services to residential and business customers. These services include local, long distance and wireless phone services, high speed and wireless Internet access, IP-broadband services, value-added business solutions, direct-to-home satellite and very high bitrate digital subscriber line (VDSL) television services.

Utilities Sector

The utilities sector includes issuers that generate, transmit, and distribute electric power to consumers in Canada and internationally. These issuers can own and operate power projects both in Canada and internationally. These issuers also gather, store, transmit, and distribute natural gas and oil and are therefore less affected by changes in commodity prices than companies involved with the discovery and extraction of oil and natural gas.

INVESTMENT RESTRICTIONS

The Declaration of Trust contains investment restrictions to the effect that, on and after the initial investment of the assets of and, prior to the Conversion Date, the Fund may not:

- (a) purchase any security issued by any issuer (other than short term debt securities issued or guaranteed by the Government of Canada or any Canadian province or municipality) if as a result more than 10% of the Fund's total assets would consist of securities issued by such issuer;
- (b) hold less than 80% of the total value of the Portfolio in issuers with a head office located in Canada;
- (c) borrow pursuant to the Loan Facility if, immediately after such borrowing, the aggregate amount borrowed would exceed 20% of the value of the total assets of the Fund (25% of NAV), other than borrowings under the Loan Facility and short-term credits necessary for settlement of securities transactions, which are not considered borrowing, the Fund will not engage in borrowing; the Fund will not borrow under the Loan Facility (except as permitted under NI 81-102) following the Conversion;
- (d) make loans or guarantee obligations, except that the Fund may purchase and hold debt obligations (including bonds, debentures or other obligations and certificates of deposit, bankers' acceptances and fixed time deposits) in accordance with its investment objectives;
- (e) own more than 10% of the equity value of an issuer for purposes of the SIFT Rules or purchase the securities of an issuer for the purpose of exercising control over management of that issuer;
- (f) invest in any securities of an entity that would be a foreign affiliate of the Fund within the meaning of the Tax Act;
- (g) acquire securities which represent illiquid assets (as defined by NI 81-102) if, immediately after the purchase, more than 10% of the Fund's total assets, taken at the time of acquisition, would consist of illiquid assets;
- (h) write call or put options;
- (i) sell securities short or maintain short positions;
- (j) invest for the purposes of exercising control over management of any issuer in the Portfolio;
- (k) use derivatives except as permitted by NI 81-102 (as if the Fund was subject to NI 81-102);
- (l) invest in or hold (i) securities of or an interest in any non-resident entity, an interest in or a right or option to acquire such property, or an interest in a partnership which holds any such property if the Fund (or the partnership) would be required to include any significant amounts in income pursuant to section 94.1 of the Tax Act, (ii) an interest in a trust (or a partnership which holds such an interest) which would require the Fund (or the partnership) to report income in connection with such interest pursuant to the rules in proposed section 94.2 of the Tax Act, or (iii) any interest in a non-resident trust (or a partnership which holds such an interest) other than an "exempt foreign trust" for the purposes of proposed section 94 of the Tax Act, each as set forth in the proposed amendments to the Tax Act dated August 27, 2010 (or amendments to such proposals, provisions as enacted into law or successor provisions thereto);
- (m) invest in any security that is a tax shelter investment within the meaning of the Tax Act;
- (n) lend Portfolio assets except as permitted by NI 81-102;

- (o) act as an underwriter except to the extent that the Fund may be deemed to be an underwriter in connection with the sale of securities in its Portfolio;
- (p) make any investment or conduct any activity that would result in the Fund failing to qualify as a “unit trust” or a “mutual fund trust” within the meaning of the Tax Act; and
- (q) make or hold any investments that would result in the Fund itself being subject to the tax for SIFT trusts as provided for in the SIFT Rules, and in particular the fair market value of “Canadian real, immovable or resource property” held by the Fund will never exceed 50% of the “equity value” of the Fund, as those terms are defined in the SIFT Rules.

If a percentage restriction on investment or use of assets set forth above is adhered to at the time of the transaction, later changes to the market value of the investment or the total assets of the Fund will not be considered a violation of the restriction (except for the restrictions in paragraphs (e) and (q)). Investment restrictions that do not provide for a percentage restriction must be adhered to at all times. If the Fund receives from an issuer subscription rights to purchase securities of that issuer, and if the Fund exercises such subscription rights at a time when the Fund’s Portfolio holdings of securities of that issuer would otherwise exceed the limits set forth above, it will not constitute a violation if, prior to receipt of securities upon exercise of such rights, the Fund has sold at least as many securities of the same class and value as would result in the restriction being complied with.

The foregoing investment restrictions may not be changed without the approval of the Unitholders, by a resolution passed by two-thirds of the votes cast at a meeting of Unitholders called for such purpose, unless such changes are necessary to ensure compliance with all applicable laws, regulations or other requirements imposed by applicable regulatory authorities from time to time. See “Unitholder Matters”.

On or after the Conversion Date, the Fund will be subject to certain standard investment restrictions and practices contained in NI 81-102 and such other investment restrictions as the Trustee may determine, in its sole discretion, from time to time.

FEES AND EXPENSES

Initial Expenses

The expenses of the Offering (including the costs of creating the Fund, the costs of printing and preparing this prospectus, legal expenses of the Fund, marketing expenses and legal and other out of pocket expenses incurred by the Agents and certain other expenses) will, together with the Agents’ fees, be paid from the gross proceeds of the Offering. The Offering expenses are estimated to be \$650,000. The Manager has agreed to pay all expenses incurred in connection with the Offering, other than the Agents’ fees, that exceed 1.5% of the gross proceeds of the Offering.

Management Fee

Pursuant to the terms of the Management Agreement, Harvest is entitled to a fee at an annual rate of 1.25% of NAV, plus an amount equal to the Servicing Fee (as defined below) plus applicable taxes. Fees payable to Harvest will be calculated and payable monthly based on the average NAV of the Fund calculated at each Valuation Time during that month. The Management Fee will be paid in cash. In the aggregate, the Management Fee and Servicing Fee paid by the Fund prior to the Conversion will be 1.65% annually of the NAV and 2.25% annually of the NAV after the Conversion.

Ongoing Fees and Expenses

The Fund will pay for all ordinary expenses incurred in connection with the operation and administration of the Fund. All fees and expenses of the Fund will be paid in cash. It is expected that these expenses will include, without limitation: (a) mailing and printing expenses for periodic reports to Unitholders; (b) fees payable to the Trustee for acting as trustee (except when the Manager is the Trustee); (c) fees payable to the Registrar and Transfer Agent; (d) fees payable to the Custodian for acting as custodian of the assets of the Fund; (e) Independent Review Committee member fees and expenses in connection with the Independent Review Committee; (f) banking fees and interest with respect to any borrowing; (g) fees payable to the auditors and legal advisors of the Fund; (h) regulatory filing, stock exchange and licensing fees; (i) any expenses in connection with the Conversion (unless the Fund merges with another fund, in which case the Manager will bear the costs); and (j) expenditures incurred upon the termination of the Fund. Such expenses will also include expenses of any action, suit or other proceedings in which

or in relation to which Harvest, or the Trustee, is entitled to indemnity by the Fund. See “Organization and Management Details of the Fund — Manager of the Fund”. The aggregate annual amount of these fees and expenses is estimated to be \$230,000, excluding any banking fees and interest which will increase with the Fund’s utilization of any borrowing. The Fund will also be responsible for all commissions and other costs of Portfolio transactions and any extraordinary expenses of the Fund which may be incurred from time to time.

Servicing Fee

Prior to the Conversion Date, the Manager will pay to registered dealers a servicing fee (the “Servicing Fee”) equal to 0.40% annually of the NAV per Unit for each Unit held by clients of the registered dealers (calculated and paid at the end of each calendar quarter commencing on Closing, plus applicable taxes). On and after the Conversion Date, the Manager will pay the Servicing Fee equal to 1.00% annually of the NAV per Unit for each Unit held by clients of the registered dealers (calculated and paid at the end of each calendar quarter commencing on the Conversion Date, plus applicable taxes).

RISK FACTORS

The following are certain considerations relating to an investment in Units which prospective investors should consider before purchasing such securities.

Loss of Investment

An investment in the Fund is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment and who can withstand the effect of no distribution being paid in any period.

No Guaranteed Return

There is no guarantee that an investment in the Fund will earn any positive return in the short term or long term. The Indicative Distribution Amount from year to year may be significantly less than the initial Indicative Distribution Amount. The Manager, on behalf of the Fund, may at any time re-evaluate the Indicative Distribution Amount.

No Assurances of Achieving Investment Objectives

There is no assurance that the Fund will be able to achieve its investment objectives. The funds available for distribution to Unitholders will vary according to, among other things, the levels of dividends or distributions paid on the securities in the Portfolio and the value of the securities in the Portfolio. There is no assurance that the Portfolio will earn any return. No assurance can be given as to the amount of distributions in future years. No assurance can be given that the NAV per Unit will appreciate. It is possible that, due to declines in the market value of the securities in the Portfolio, the Fund will have insufficient Portfolio assets to achieve its investment objectives.

Performance of the Portfolio

The NAV per Unit will vary as the fair value of the securities in the Portfolio varies. The Fund has no control over the factors that affect the fair value of the securities in the Portfolio, including factors that affect the equity markets generally, such as general economic and political conditions and fluctuations in interest rates, and factors unique to each issuer included in the Portfolio, such as changes in management, changes in strategic direction, achievement of strategic goals, mergers, acquisitions and divestitures, changes in distribution policies and other events that may affect the value of its securities. Some global economies are experiencing significantly diminished growth and recessions. No assurance can be given that diminished availability of credit and significant equity devaluations will not adversely affect the markets into which the Fund will invest in.

It is anticipated that the changes to the taxation of income trusts beginning in 2011 will result in some income trusts converting into a corporation which may result in a decline in the amount of distributions or dividends paid by these issuers. The anticipated yield of the Portfolio may be negatively impacted and the Fund may not pay distributions at the initial Indicative Distribution Amount level if returns on the income-generating securities or other returns to the Fund are not sufficient to maintain the initial anticipated yield on the Portfolio.

Composition of the Portfolio

The composition of the Portfolio taken as a whole may vary widely from time to time but will be concentrated by geography and may be concentrated by type of security, commodity or industry. Therefore, the Portfolio may be considered less diversified.

Equity Risk

Equities such as common shares or units of income trusts give the holder part ownership in the issuer. The value of an equity security changes with the fortunes of the issuer that issued it. General market conditions and the health of the economy as a whole can also affect equity prices. Equity related securities that provide indirect exposure to the equity securities of an issuer, such as convertible debentures, can also be affected by equity risk. Present economic conditions may adversely affect issuers and the pricing of their securities. Further continued volatility or illiquidity could impair materially the profitability of these issuers.

Leverage

Following the Conversion, the Fund will not be able to use leverage to pursue its investment strategy, therefore the Fund may not pay a distribution at the Indicative Distribution Amount unless the Portfolio yields a higher return to the Fund.

One element of the investment strategy is the utilization of borrowings to invest in securities. The risk to Unitholders may increase if securities purchased with borrowed funds decline in value. The use of leverage may result in capital losses or a decrease in distributions to Unitholders. If the value of the Portfolio decreases such that the amount borrowed under the Loan Facility exceeds 20% of the value of the total assets within the Portfolio (25% of NAV), the Fund may be required to sell investments in order to comply with the terms of such Loan Facility. Such sales may be required to be done at prices that may adversely affect the value of the Portfolio and the return to the Fund. The interest expense and banking fees incurred in respect of the Loan Facility may exceed the incremental capital gains/losses and income generated by the incremental investment of securities in the Portfolio. In addition, the Fund may not be able to renew the Loan Facility on acceptable terms. There can be no assurance that the borrowing strategy employed by the Fund will enhance returns.

Interest Rate Fluctuations

As the Fund is targeting monthly distributions representing a yield on the Offering Price of the Units of 6.5% per annum, the trading price of the Units may be affected by the level of interest rates prevailing from time to time. In addition, any decrease in the NAV resulting from an increase in interest rates may also negatively affect the trading price of the Units. Changes in interest rates may also adversely affect the business of the issuers in which the Fund invests or the trading price of the securities of such issuers.

Trading Price of the Units Relative to Net Asset Value

Units of certain closed-end funds in Canada have traded at a discount from their net asset values. This risk associated with units of a closed-end fund is a risk separate and distinct from the risk that the Fund's NAV may decrease. The Fund cannot predict whether the Units will trade at a discount from, a premium to, or at the NAV per Unit.

Energy and Pipeline Investments

The energy and pipeline sector may be affected by adverse fluctuations in commodity prices, exchange rates, demand for commodities, general economic conditions and cycles, unanticipated depletion of reserves or resources, land claims, liability for environmental damage, competition, imposition of tariffs, duties or other tax and government regulation, as applicable. As a result of these certain general risks inherent to the energy and pipeline sector, no assurance can be given that the operation of issuers within the sector will not be adversely affected by these risks should they eventuate.

Industrial Investments

The industrial sector may be subject to a variety of risk factors that may adversely affect their business or operations, including high interest costs in connection with capital construction programs, high leverage, costs

associated with environmental and other regulations, the effects of economic slowdown, surplus capacity, increased competition from other providers of goods and services, uncertainties concerning energy costs (among other things), the effects of energy conservation policies and other factors.

Retail Investments

The retail industry is influenced by a number of external factors which affect customer demand, and over which retail issuers exercise no influence, including but not limited to, general economic growth, inflation, interest rates, personal debt levels, unemployment rates and levels of personal disposable income. Changes in inflation rate are unpredictable and may impact the cost of merchandise and the prices charged to consumers which in turn could negatively impact sales and net earnings. A significant and prolonged decline in consumer spending could have an adverse effect on the financial condition and results of a retail issuer's operations.

Telecommunications Investments

There are a number of risk factors associated with the investment by the Fund in the telecommunication sector. These include the introduction of alternative technologies, shortage in skilled workforce, increase in cost of workforce and operating costs, disruption in continued supply of electricity, network disruption in respect of the provision of telecommunication services, adverse changes in general economic, business and credit conditions and adverse changes in government regulations and permits. As a result of these certain general risks inherent to the telecommunication sector, no assurance can be given that the operation of issuers within the sector will not be adversely affected by these risks should they eventuate.

Real Estate Investments

Investments in real estate issuers are subject to the general risks associated with real property investments. Real property investments are affected by various factors including changes in general economic conditions (such as the availability of long term mortgage funds) and in local conditions (such as oversupply of space or a reduction in demand for real estate in the area), the attractiveness of the properties to tenants, competition from other available space and various other factors.

The value of real property and any improvements thereto may also depend on the credit and financial stability of the tenants. A real estate issuer's income and funds available for distributions to its securityholders would be adversely affected if a significant number of tenants were to become unable to meet their obligations to the real estate issuer or if the real estate issuer were unable to lease a significant amount of available space in its properties on economically favourable lease terms.

Utilities Investments

The value of investments in utility issuers (and the dividends they pay) can be affected by changes in supply of, or demand for, various natural resources, changes in energy prices, international political and economic developments, energy conservation, the success of exploration projects, changes in commodity prices, and tax and other government regulations.

Foreign Currency Exposure

The Portfolio may at times consist of securities denominated in foreign currencies, and, therefore, the NAV, the trading price and the value of the dividends and other distributions received by the Fund will be affected by fluctuations in the value of the other foreign currencies relative to the Canadian dollar. The Fund will not be hedged and accordingly, no assurance can be given that the Fund will not be adversely impacted by changes in foreign exchange rates. As the distributions received on securities held in the Portfolio may include foreign currencies, the distributable cash, when measured in Canadian dollars, may be affected by changes in the value of these currencies relative to the Canadian dollar.

Foreign Market Exposure

The Fund's investments will, at any time, include securities of issuers established in jurisdictions outside Canada and the United States. Although most of such issuers will be subject to uniform accounting, auditing and financial reporting standards comparable to those applicable to Canadian and U.S. companies, some issuers may not be subject to such standards and, as a result, there may be less publicly available information about such issuers than a Canadian or U.S. company. Volume and liquidity in some foreign markets may be less than in Canada and the

United States and, at times, volatility of price may be greater than in Canada or the United States. As a result, the price of such securities may be affected by conditions in the market of the jurisdiction in which the issuer is located or its securities are traded. Investments in foreign markets carry the potential exposure to the risk of political upheaval, acts of terrorism and war, all of which could have an adverse impact on the value of such securities.

Recent Global Financial Market Developments

Global financial markets have experienced significant volatility in the last several years. This has been, in part, the result of the revaluation of assets on the balance sheets of international financial institutions and related securities. This has contributed to a reduction in liquidity among financial institutions and has reduced the availability of credit to those institutions and to the issuers who borrow from them. While central banks as well as governments are attempting to restore liquidity to the global economies, no assurance can be given that the combined impact of the significant revaluations and constraints on the availability of credit will not materially and adversely affect economies around the world in the near to medium term. No assurance can be given that this stimulus will continue or if it is continued, that it will be successful or that these economies won't be adversely affected by the inflationary pressures resulting from such stimulus, or central banks' efforts to slow inflation. Some of these economies have experienced significantly diminished growth and some have experienced or are experiencing a recession. These market conditions and further volatility or illiquidity in capital markets may also adversely affect the prospects of the Fund and the value of the such issuers in the Portfolio.

Reliance on Management

Unitholders will be dependent on the management of the Manager and Investment Manager. Investors who are not willing to rely on the management of the Manager and Investment Manager should not invest in the Units.

Nature of Units

The Units share certain attributes common to both equity securities and debt instruments. Units are dissimilar to debt instruments in that there is no principal amount owing to Unitholders. The Units represent a fractional interest in the assets of the Fund. Unitholders will not have the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring "oppression" or "derivative" actions.

Redemptions

If holders of a substantial number of Units exercise their redemption right, the number of Units outstanding and the NAV of the Fund could be significantly reduced with the effect of increasing the management expense ratio of the Fund.

Operating History

The Fund is a newly organized investment trust with no previous operating history. There is currently no public market for the Units and there can be no assurance that an active public market for the Units will develop or be sustained after completion of the offering.

Potential Conflicts of Interest

The Manager and the Investment Manager, their respective directors and officers and their respective affiliates and associates may engage in the promotion, management or investment management of other accounts, funds or trusts which invest primarily in the securities held by the Fund. Although officers, directors and professional staff of the Manager and the Investment Manager will devote as much time to the Fund as is deemed appropriate to perform its duties, the staff of the Manager and the Investment Manager may have conflicts in allocating their time and services among the Fund and the other funds managed by the Manager and the Investment Manager.

Exchange Option

A significant portion of the proceeds realized pursuant to the Offering may be by way of deposits under the Exchange Option. Accordingly, the Portfolio may be initially exposed to the value of the securities of a limited number of Sustainable Issuers. To achieve the desired Portfolio, the Manager may be required to dispose of securities at prices below the prices at which they are then trading and perhaps at prices which are below what the Manager believes they are worth. This may have a negative impact on NAV during the period in which the Portfolio

is being established. No assurance can be given that this will not adversely and materially affect the performance of the Fund in the near term. Additionally, the price of these securities on the Closing Date may be higher or lower than the price that was used to calculate the Exchange Ratios for such securities. Notwithstanding any such change, the Exchange Ratios will not, unless otherwise disclosed, change from the date on which they are established and, accordingly, if the price of an Exchange Eligible Security on the Closing Date is less than the price used to calculate the Exchange Ratio, the Fund will in effect pay more to acquire the Exchange Eligible Securities than it would if it had acquired the same security in the market on the Closing Date.

Conversion

After Conversion, Unitholders will not have the right to approve changes to the investment strategy of the Fund.

There may be a time between the de-listing of the Units on the TSX and the Conversion Date where Unitholders may not be able to sell or redeem their Units.

Changes in Legislation

There can be no assurance that income tax, securities and other laws will not be changed in a manner which adversely affects the distributions received by the Fund or by the Unitholders.

Taxation of the Fund

On October 31, 2003 the Department of Finance released a tax proposal (the “October 2003 Proposals”) relating to the deductibility of losses under the Tax Act. Under the October 2003 Proposals, a taxpayer will be considered to have a loss from a business or property for a taxation year only if, in that year, it is reasonable to assume that the taxpayer will realize a cumulative profit from the business or property during the time that the taxpayer has carried on, or can reasonably be expected to carry on, the business or has held, or can reasonably be expected to hold, the property. Profit, for this purpose, does not include capital gains or capital losses. If the October 2003 Proposals were to apply to the Fund, certain losses of the Fund may be limited with after-tax returns to Unitholders reduced as a result. On February 23, 2005, the Minister of Finance (Canada) announced that an alternative proposal to replace the October 2003 Proposals would be released (the “Alternative Proposal”). To date, the Alternative Proposal has not been released and no assurance can be given that it will not adversely affect the Fund.

If certain tax proposals released on September 16, 2004 are enacted as proposed (the “September 2004 Proposals”), the Fund would cease to qualify as a mutual fund trust for purposes of the Tax Act if, at any time after 2004, the fair market value of all Units held by non-residents, or partnerships that are not Canadian partnerships, or any combination of the foregoing, is more than 50% of the fair market value of all issued and outstanding Units unless not more than 10% (based on fair market value) of the Fund’s property is at any time “taxable Canadian property” within the meaning of the Tax Act and certain other types of specified property. Restrictions on the ownership of Units are intended to limit the number of Units held by non-residents such that non-residents, partnerships that are not Canadian partnerships, or any combination of the foregoing, may not own Units representing more than 50% of the fair market value of all Units. The September 2004 Proposals were not included in Bill C-52, which received Royal Assent on June 22, 2007. Pursuant to an amendment to the Tax Act, the Fund would be deemed not to be a mutual fund trust after any time when it can reasonably be considered that the Fund was established or is maintained primarily for the benefit of non-resident persons unless at that time, all or substantially all of its property is property other than taxable Canadian property. It is not clear whether this amendment supersedes the September 2004 Proposals.

If the Fund ceases to qualify as a mutual fund trust under the Tax Act, the income tax considerations described under the heading “Income Tax Considerations” would be materially and adversely different in certain respects. There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA (as defined hereinafter) respecting the treatment of mutual fund trusts will not be changed in a manner which adversely affects the Unitholders.

The CRA has expressed a view that, in certain circumstances, the deductibility of interest on money borrowed to invest in an income trust may be reduced on a pro rata basis in respect of distributions from the income trust that are a return of capital and which are not reinvested for an income earning purpose. Counsel are of the view that, while the ability to deduct interest depends on the facts, based on the jurisprudence and the anticipated nature

of income trust distributions, the CRA's view should not affect the Fund's ability to deduct interest on money borrowed to acquire units of income trusts included in the Portfolio securities. If the CRA's view were to apply to the Fund, part of the interest payable by the Fund in connection with money borrowed to acquire certain Portfolio securities could be non-deductible, increasing the net income of the Fund for tax purposes and the taxable component of distributions to Unitholders.

In determining its income for tax purposes, the Fund will treat gains or losses on the disposition of securities in the Portfolio as capital gains and losses. In addition, gains or losses in respect of foreign currency hedges entered into in respect of amounts invested in the Portfolio will likely constitute capital gains or capital losses to the Fund if the securities in the Portfolio are capital property to the Fund and designations with respect to its income and capital gains will be made and reported to Unitholders on this basis. CRA's practice is not to grant advance income tax rulings on the characterization of items as capital gains or income and no advance income tax ruling has been requested or obtained. If these dispositions or transactions of the Fund are determined not to be on capital account, the net income of the Fund for tax purposes and the taxable component of distributions to Unitholders could increase.

The SIFT Rules will apply to a mutual fund trust that is a SIFT trust. The Fund should not be a SIFT trust for the purposes of these rules because, at any time that the Units are listed or traded on a stock exchange or other public market as defined in the Tax Act, the Fund should not hold "non-portfolio property" based on its investment objectives and investment restrictions. In particular, the fair market value of "Canadian real, immovable or resource property" held by the Fund should never exceed 50% of the "equity value" of the Fund, as those terms are defined in the SIFT Rules. If the SIFT Rules were to apply to the Fund, they may have an adverse impact on the Fund including on the distributions received by Unitholders.

Certain issuers of securities included in the Portfolio may be or may become SIFT trusts or SIFT partnerships. In such event, the after-tax returns realized by Unitholders may be reduced to the extent that the Fund receives distributions of income or capital gains from such SIFT trusts or allocations of income or capital gains from such SIFT partnerships. In addition, as a result of the SIFT Rules, it is possible that SIFT trusts or SIFT partnerships may seek to restructure their affairs and organizational structures in a manner that could have an impact upon the returns to the Fund.

DISTRIBUTION POLICY

The Fund intends to make monthly cash distributions to Unitholders of record on the last Business Day of each month and pay such cash distributions on or before the 15th day of the following month. Beginning in December 2011, the Fund will annually determine and announce the Indicative Distribution Amount for the following year based upon the prevailing market conditions. The Indicative Distribution Amount will be \$0.065 per Unit per month (\$0.78 per annum) for the first 12 months of the Fund. The initial cash distribution is anticipated to be payable on or before February 15, 2011 to Unitholders of record on January 31, 2011.

It is anticipated that the changes to the taxation of income trusts beginning in 2011 will result in a decline in the amount of distributions paid by certain income trusts. The Investment Manager expects that given the type of income trusts the Fund will invest in that the initial anticipated yield on the Portfolio may be negatively impacted. This negative impact may in whole or in part be offset by the benefits available to taxable investors resident in Canada with respect to the receipt of "eligible dividends" (as defined in the Tax Act). The Fund may not pay distributions at the initial targeted level if returns on the income-generating securities or other returns to the Fund are not sufficient to maintain the initial anticipated yield on the Portfolio.

Assuming the gross proceeds of the Offering are \$100 million and fees and expenses are as described herein, the Portfolio, using the maximum amount of leverage permitted, would be required to generate an average annual total return of 7.81% (9.02% without the use of leverage), inclusive of dividend and interest income, in order for the Fund to achieve its initial Indicative Distribution Amount level. Based on the anticipated composition of the Portfolio it is expected that distributions on securities held in the Portfolio will be sufficient to fund the Fund's distributions at the initially targeted level. If the return on the Portfolio (including net realized capital gains from the sale of securities in the Portfolio) is less than the amount necessary to fund the monthly distributions, the Manager will return a portion of the capital of the Fund to Unitholders to ensure the distribution is paid and, accordingly, NAV per Unit will be reduced. **The amount of distributions may fluctuate and no assurance can be given that distributions will remain at the initial Indicative Distribution Amount level.** Following the conversion of the Fund to an open-end fund on December 12, 2012, the Fund will not be able to use leverage to pursue its investment

strategy and therefore the Fund may not pay a distribution at the initial Indicative Distribution Amount unless the Portfolio yields a higher return to the Fund.

If, in any year after such distributions, there would otherwise remain in the Fund additional net income or net realized capital gains, a special distribution (either in cash or Units) of such portion of the net income and net realized capital gains as is necessary to ensure that the Fund will not be liable for income tax under the Tax Act will be automatically payable on the last day of that taxation year to Unitholders of record on that date. Immediately after a pro-rata distribution of Units to all Unitholders in satisfaction of any non-cash distribution, the number of outstanding Units may be consolidated such that each Unitholder will hold, after the consolidation, the same number of Units as the Unitholder held before the non-cash distributions, except in the case of a non-resident Unitholder to the extent tax was required to be withheld in respect of the distribution. See “Income Tax Considerations”.

There can be no assurance that the Fund will be able to achieve its monthly distribution objective or make payments on any Distribution Payment Date. Amounts distributed on the Units that represent returns of capital are generally non-taxable to a Unitholder but reduce the Unitholder’s adjusted cost base of the Units for tax purposes. See “Income Tax Considerations”.

PURCHASES OF SECURITIES

Prospective purchasers may subscribe for Units through any one of the Agents or any member of a sub-agency group that the Agents may form. Closing of the Offering will take place on or about December 17, 2010, or such later date as may be agreed upon by the Fund and the Agents that is on or before January 14, 2011. The distribution price was determined by negotiation between the Agents and the Fund. See “Plan of Distribution”.

The Exchange Option

The maximum number of Exchange Eligible Securities of any one Exchange Issuer that the Fund may acquire under the Exchange Option is the lesser of (i) that number that would constitute 10% of the net assets of the Fund, (ii) that number that, if combined with the other securities of such Exchange Issuer either held, directly or indirectly, or over which control or direction is exercised by the Manager, the Investment Manager or any party acting jointly or in concert with the Manager or the Investment Manager, would result in the Manager, the Investment Manager and any such party directly or indirectly holding or exercising control or direction over 19.9% of the outstanding securities of such Exchange Issuer and (iii) that number of securities with a fair market value that constitutes 9.9% of the equity value of such Exchange Issuer for purposes of section 122.1 of the Tax Act (such lesser number being referred to as the “**Maximum Ownership Level**”). **The Exchange Option does not constitute, and is not to be construed as, a take-over bid for any Exchange Issuer.** To the extent that the Maximum Ownership Level has been achieved in respect of the securities of any one Exchange Issuer and an excess of securities of such Exchange Issuer above the Maximum Ownership Level has been deposited and not rescinded, then the securities of such Exchange Issuer will be accepted by the Fund up to the Maximum Ownership Level and the balance will be re-credited to purchasers’ accounts through CDS.

The transfer of Exchange Eligible Securities to the Fund will result in a taxable disposition of such securities by the prospective purchaser who has made an Exchange Option Election. See “Income Tax Considerations — The Exchange Option”.

Procedure for the Exchange Option

A prospective purchaser of Units who elected to pay for such Units by using the Exchange Option must have done so by means of an Exchange Option Election through CDS. A prospective purchaser who elected to use the Exchange Option had to ensure an Exchange Option Election was received by the Exchange Agent through CDS prior to 5:00 p.m. (Toronto time) on November 19, 2010. Such book-entry deposits had to be made by a CDS Participant. Once submitted to the Exchange Agent through CDS, a deposit of securities under the Exchange Option (including the transfers authorized thereby) is, subject to the completion of the Offering, irrevocable unless rescinded as described below under the heading “Purchases of Securities — Withdrawal of Exchange Option Elections”. By authorizing a deposit of securities under the Exchange Option through CDS, a prospective purchaser will have authorized the transfer to the Fund of each such security and represents and warrants that the prospective purchaser has the full right and authority to transfer the securities and is the beneficial owner of such securities, that such securities have not previously been conveyed, that the transfer of such securities is not prohibited by laws applicable to the prospective purchaser and that such securities are free and clear of all liens, encumbrances and

adverse claims. Such representations and warranties will survive the issuance of Units in exchange for such securities. The Manager's interpretation of the terms and conditions of the Exchange Option will be final and binding. The Manager reserves the right to waive any conditions of the Exchange Option, other than the Maximum Ownership Level, and to accept or reject, in whole or in part, any deposit of securities made pursuant to the Exchange Option. The Manager also reserves the right to accept or reject any security under the Exchange Option for any reason, including, without limitation, an unfavourable relationship between the Exchange Ratio, as discussed below, and the prevailing trading price or rating of an Exchange Eligible Security.

If, for any reason, at the discretion of the Manager, the Exchange Eligible Securities deposited pursuant to the Exchange Option are not acquired by the Fund, the holders of such securities will be notified of such fact as soon as practicable following the Closing or the termination of the Offering, as the case may be, and such securities will be re-credited to their accounts through CDS and the CDS Participants.

Determination of Exchange Ratios

The Exchange Ratio will be determined by dividing the volume weighted average trading price of such securities on the TSX during the Pricing Period, as adjusted to reflect distributions and/or dividends declared by the applicable Exchange Issuer that will not be received by the Fund, by \$12.00. The Exchange Ratios will be rounded down to four decimal places. Fractional Units will not be issued by the Fund. Allocation of cash in respect of fractional Units to purchasers who have authorized the deposit of Exchange Option Elections through CDS will be at the discretion of the CDS Participant.

Delivery of Final Prospectus and Issuance of Press Release

Each prospective purchaser who authorized the deposit of securities of an Exchange Eligible Securities through CDS by 5:00 p.m. (Toronto time) on November 19, 2010 will be furnished with a copy of the final prospectus relating to this Offering.

The Fund will issue a press release as soon as practicable after the close of business on November 22, 2010 announcing for each of the Exchange Eligible Security, its CUSIP number, its ticker symbol, its volume weighted average trading price during the Pricing Period and the applicable Exchange Ratio.

Withdrawal of Exchange Option Elections

Prospective purchasers under the Exchange Option will be entitled to rescind their purchase by providing a written notice of rescission to such prospective purchaser's CDS Participant who effected the deposit at any time on or before the later of (i) midnight on the second Business Day after receipt or deemed receipt of this prospectus and any amendment and (ii) the close of business (Toronto time) on the second Business Day after the date on which the press release announcing the Exchange Ratios is issued. To be effective, the notice must be received by the CDS Participant within the specified time, who in turn will direct CDS to notify the Exchange Agent of such rescission. A prospective purchaser also has the rights described under "Purchasers' Statutory Rights of Withdrawal and Rescission".

The Exchange Eligible Securities

The tables below set out the Exchange Eligible Securities. The name of the Exchange Eligible Security, its CUSIP number, ticker symbol, its volume weighted average trading price during the Pricing Period and the applicable Exchange Ratio.

Exchange Eligible Securities	CUSIP	Ticker Symbol	Volume Weighted Average Trading Price	Exchange Ratio
<i>Income Trusts, Royalty Trusts, REITS and Common Stock</i>				
A&W REVENUE ROYALTIES INCOME FUND	000255109	AW.UN	20.0726	1.6727
ADVANTAGE OIL & GAS	00765FAE1	AAV	6.8624	0.5719
ALGONQUIN POWER UTILITIES	015857105	AQN	4.7357	0.3946
ARC ENERGY TRUST	001986108	AET.UN	23.1663	1.9305
ARTIS REIT	04315L105	AX.UN	12.6868	1.0572
BANK OF MONTREAL	063671101	BMO	59.4788	4.9566
BAYTEX ENERGY TRUST	073176109	BTE.UN	41.1084	3.4257
BCE INC.	05534B760	BCE	33.4605	2.7884
BELL ALLIANT	07786J103	BA.UN	26.4394	2.2033
BOSTON PIZZA ROYALTIES INCOME FUND	101084101	BPF.UN	13.7141	1.1428
BRICK GROUP INCOME FUND	107874109	BRK.UN	2.6599	0.2217
CALLOWAY REIT	131253205	CWT.UN	23.9227	1.9936
CAPITAL POWER INCOME LP	14042N100	CPA.UN	17.8363	1.4864
CHARTWELL SENIORS HOUSING REIT	16140U100	CSH.UN	8.3791	0.6983
CIBC	136069101	CM	77.6369	6.4697
CINEPLEX GALAXY INCOME FUND	172453102	CGX.UN	21.0365	1.7530
COMINAR REIT	199910100	CUF.UN	21.3914	1.7826
DAVIS & HENDERSON INCOME FUND	239058100	DHF.UN	18.9978	1.5832
DUNDEE REIT	265270108	D.UN	29.8332	2.4861
ENERPLUS RESOURCES FUND	29274D694	ERF.UN	27.6106	2.3009
FREEHOLD ROYALTY TRUST	3559044103	FRU.UN	18.9709	1.5809
H&R REIT	404428203	HR.UN	19.3189	1.6099
HARDWOODS DISTRIBUTION INCOME FUND	412419103	HWD.UN	2.2778	0.1898
IBI INCOME FUND	449213107	IBG.UN	14.5261	1.2105
INTER PIPELINE FUND	45833P102	IPL.UN	14.5916	1.2160
MACQUARIE POWER & INFRASTRUCTURE INCOME FUND	556084101	MPT.UN	7.7853	0.6488
MANULIFE FINANCIAL CORP.	56501R106	MFC	15.4331	1.2861
MORNEAU SOBECO INCOME FUND	61767T101	MSI.UN	9.7374	0.8115
PEMBINA	706327103	PPL	21.6006	1.8001
POWER FINANCIAL CORPORATION	73927C100	PWF	30.2544	2.5212
PROVIDENT ENERGY TRUST	74386K104	PVE.UN	7.4101	0.6175
RIOCAN REIT	766910103	REI.UN	21.8785	1.8232
ROGERS COMMUNICATIONS INC.	775109200	RCLB	36.9328	3.0777
ROYAL BANK	780087102	RY	54.1822	4.5152
SUPERIOR PLUS CORP.	86828P103	SPB	11.0857	0.9238
TELUS CORPORATION	87971M103	T	45.9511	3.8293
TORONTO DOMINION BANK	891160509	TD	73.9737	6.1645
TRANSALTA CORP.	89346D107	TA	20.4548	1.7046
TRANSCANADA CORP.	89353D107	TRP	35.9166	2.9931
TRIMAC INCOME FUND	89620N102	TMA.UN	4.6095	0.3841
VERMILLION ENERGY	923725105	VET	39.7399	3.3117

Exchange Eligible Securities	CUSIP	Ticker Symbol	Volume Weighted Average Trading Price	Exchange Ratio
VICWEST INCOME FUND	92647T102	VIC.UN	15.1440	1.2620
YELLOW PAGES INCOME FUND	985521103	YLO	5.9986	0.4999
ZARGON ENERGY TRUST	989132105	ZAR.UN	19.1752	1.5979
<i>Preferred Shares</i>				
BANK OF NOVA SCOTIA	064149677	BNS.PR.T	27.9677	2.3306
BANK OF NOVA SCOTIA	064149776	BNS.PR.M	22.4335	1.8695
BANK OF NOVA SCOTIA	064149784	BNS.PR.L	22.4441	1.8703
BCE INC.	05534B786	BCE.PR.C	23.8043	1.9837
BCE INC.	05534B794	BCE.PR.A	24.0589	2.0049
BOMBARDIER INC	097751705	BBD.PR.C	23.2369	1.9364
CIBC	136069481	CM.PR.L	28.1258	2.3438
CIBC	136036499	CM.PR.K	27.1274	2.2606
CIBC	136069531	CM.PR.J	21.9228	1.8269
DUNDEE CORP	264901703	DC.PR.B	27.0677	2.2556
GEORGE WESTIN	961148848	WN.PR.E	21.2964	1.7747
GREAT WEST LIFE CO	39138C874	GWO.PR.H	23.0291	1.9191
GREAT WEST LIFE CO	39138C866	GWO.PR.I	21.0853	1.7571
FAIRFAX FINANCIAL HOLDINGS LTD.	303901862	FFH.PR.G	24.9803	2.0817
INDUSTRIAL ALLIANCE INSURANCE & FINANCIAL	455871509	IAG.PR.F	25.2426	2.1036
MANULIFE FINANCIAL CORP.	56501R874	MFC.PR.E	26.9570	2.2464
MANULIFE FINANCIAL CORP.	56501R403	MFC.PR.B	21.0866	1.7572
NATIONAL BANK	633067715	NA.PR.K	25.6607	2.1384
POWER FINANCIAL CORPORATION	73927C886	PWF.PR.F	23.8012	1.9834
ROYAL BANK	780085247	RY.PR.B	23.2838	1.9403
ROYAL BANK	780102653	RY.PR.F	22.1970	1.8497
ROYAL BANK	780086708	RY.PR.R	27.7247	2.3104
ROYAL BANK	780086872	RY.PR.T	27.8790	2.3233
SUN LIFE FINANCIAL INC.	866796303	SLF.PR.B	22.1500	1.8458
SUN LIFE FINANCIAL INC.	866796402	SLF.PR.C	20.6076	1.7173
TORONTO DOMINION BANK	891160681	TD.PR.O	24.2384	2.0199
TORONTO DOMINION BANK	891145740	TD.PR.K	28.0349	2.3362
TORONTO DOMINION BANK	891145773	TD.PR.I	27.9966	2.3330
TORONTO DOMINION BANK	891145799	TD.PR.G	27.8494	2.3208
TRANSCANADA PIPELINES	893526715	TCA.PR.X	50.2679	4.1890
TRANSCANADA CORP.	89353D503	TRP.PR.B	25.1318	2.0943

REDEMPTION OF UNITS

Monthly Redemption

Prior to the Conversion Date, Units may be surrendered prior to 5:00 p.m. (Toronto time) on the 10th Business Day before the last Business Day of the applicable month by the holders thereof for Monthly Redemption. Upon receipt by the Fund of the redemption notice, in the manner described below, the holder of a Unit shall be entitled to receive a price per Unit (the “**Monthly Redemption Price**”) equal to the lesser of:

- (a) 95% of the “market price” of the Units on the principal market on which the Units are quoted for trading during the 20 trading day period ending immediately before the Monthly Redemption Date; and

- (b) 100% of the “closing market price” on the principal market on which the Units are quoted for trading on the Monthly Redemption Date.

For the purposes of this calculation, “market price” will be an amount equal to the weighted average of the closing price of the Units for each of the trading days on which there was a closing price; provided that if the applicable exchange or market does not provide a closing price, but only provides the highest and lowest prices of the Units traded on a particular day, the “market price” shall be an amount equal to the average of the highest and lowest prices for each of the trading days on which there was a trade; and provided further that if there was trading on the applicable exchange or market for fewer than 10 of the 20 trading days, the “market price” shall be the average of the following prices established for each of the 20 trading days: the average of the last bid and last asking prices of the Units for each day there was no trading; the closing price of the Units for each day that there was trading if the exchange or market provides a closing price; and the average of the highest and lowest prices of the Units for each day that there was trading if the market provides only the highest and lowest prices of Units traded on a particular day. The “closing market price” shall be an amount equal to the closing price of the Units if there was a trade on the date and the exchange or market provides a closing price; an amount equal to the average of the highest and lowest prices of the Units if there was trading and the exchange or other market provides only the highest and lowest prices of Units traded on a particular day; or the average of the last bid and last asking prices of the Units if there was no trading on that date.

The Monthly Redemption Price payable by the Fund in respect of any Units surrendered for redemption shall be satisfied by way of a cash payment on the Redemption Payment Date, provided that the entitlement of Unitholders to receive cash upon the redemption of their Units may be suspended if: (i) at the time such Units are tendered for redemption, the outstanding Units are not listed for trading on a stock exchange or traded or quoted on another market which provides representative fair market value prices for the Units; or (ii) the normal trading of Units is suspended or halted on any stock exchange on which the Units are listed (or, if not listed on a stock exchange, on any market on which the Units are quoted for trading) on the Monthly Redemption Date or for more than 10 trading days during the 20 day trading period ending immediately before the Monthly Redemption Date.

It is anticipated that the Monthly Redemption will not be the primary mechanism for Unitholders to dispose of their Units.

Redemption of Units on the First NAV Redemption Date

Unitholders who wish to redeem their Units on the First NAV Redemption Date will receive a redemption price per Unit equal to NAV per Unit as at the First NAV Redemption Date. On and after the Conversion Date, Unitholders may redeem Units on any Business Day at the NAV per Unit.

Units may be surrendered for redemption during the Notice Period by the registered Unitholder to the Registrar and Transfer Agent. Units surrendered for redemption by a Unitholder during the Notice Period will be redeemed on the First NAV Redemption Date and the Unitholder will receive payment on or before the seventh Business Day following the First NAV Redemption Date.

The redemption right must be exercised by causing written notice to be given within the Notice Period and in the manner described below. Such surrender will be irrevocable upon the delivery of notice to CDS through a CDS Participant, except with respect to those Units which are not paid for by the Fund on the First NAV Redemption Date.

An owner of Units who desires to exercise redemption privileges thereunder must do so by causing a CDS Participant to deliver to CDS (at its office in the City of Toronto) on behalf of the owner a written notice (the “**Redemption Notice**”) of the owner’s intention to redeem Units. An owner who desires to redeem Units should ensure that the CDS Participant is provided with notice of his or her intention to exercise his or her redemption privilege sufficiently in advance of the relevant notice date so as to permit the CDS Participant to deliver notice to CDS and so as to permit CDS to deliver notice to the Registrar and Transfer Agent in advance of the required time. The form of Redemption Notice will be available from a CDS Participant or Registrar and Transfer Agent. Any expense associated with the preparation and delivery of Redemption Notices will be for the account of the owner exercising the redemption privilege.

Except as provided under “Suspension of Redemptions”, by causing a CDS Participant to deliver to CDS a notice of the owner’s intention to redeem Units, an owner shall be deemed to have irrevocably surrendered his or her Units for redemption and appointed such CDS Participant to act as his or her exclusive settlement agent with respect

to the exercise of the redemption privilege and the receipt of payment in connection with the settlement of obligations arising from such exercise.

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

Redemption of Units On and After Conversion Date

On and after the Conversion Date, Unitholders may redeem Units on any Business Day without charge. To do so, Unitholders must complete a written redemption request. If the redemption request is deposited with a dealer, the dealer must send the redemption request to the Toronto office of the registrar and transfer agent on the same day. If the dealer receives the redemption request after the close of business (usually 4:00 p.m. Toronto time) or on a day that is not a Business Day, the dealer must send it to the registrar and transfer agent on the next Business Day.

A redemption request received by the registrar and transfer agent before the close of business (usually 4:00 p.m. Toronto time) on a Business Day will be processed at the NAV per Unit calculated at the close of business on that Business Day. A redemption request received by the registrar and transfer agent after the close of business on a Business Day or on a day which is not a Business Day will be processed at the NAV per Unit determined at the close of business on the next Business Day.

Whenever practicable, a dealer must send such redemption request by courier or fax, to ensure that the registrar and transfer agent receives it as quickly as possible. The cost of sending the redemption request must be paid by the dealer. A redemption request sent by fax directly by an investor will not be accepted.

For the protection of Unitholders in the Fund, a Unitholder's signature on any redemption request must be guaranteed by a bank, trust company or a dealer. This procedure must be followed carefully. Other documentation may be required for redemption by corporations or other Unitholders that are not individuals.

If all necessary redemption documents have been properly completed and sent to the registrar and transfer agent with the redemption request, the Manager will pay the redemption amount within three Business Days of the day on which the redemption request was placed. Otherwise, the redemption amount will be paid within three Business Days after the registrar and transfer agent receives the missing documentation. If all necessary documents are not received by the registrar and transfer agent within ten Business Days following the date on which the redemption was requested, the Manager will reverse the redemption order by processing a purchase order on the tenth Business Day after the redemption order for the number of Units that were redeemed. The redemption proceeds will be used to pay for the Units purchased. Any excess proceeds belong to the Fund. Any shortfall will initially be paid to the Fund by the Manager, but the Manager will be entitled to collect the shortfall, plus any costs involved, from the dealer who placed the redemption request. The dealer may, in turn, collect the shortfall plus any costs involved from the Unitholders who placed the redemption request. Where no dealer has been involved, the Manager will be entitled to collect the shortfall and costs from the Unitholders who placed the redemption request.

There is no charge for redemptions of Units that were acquired before the Conversion Date.

Suspension of Redemptions

The Manager may direct the Trustee to suspend the redemption of Units or payment of redemption proceeds: (i) during any period when normal trading is suspended on a stock exchange or other market on which securities owned by the Fund are listed and traded, if these securities represent more than 50% by value or underlying market exposure of the total assets of the Fund, without allowance for liabilities, and if these securities are not traded on any other exchange that represents a reasonably practical alternative for the Fund; or (ii) with the prior permission of the applicable securities regulatory authorities, for any period not exceeding 30 days during which the Manager determines that conditions exist which render impractical the sale of assets of the Fund or which impair the ability of the Trustee to determine the value of the assets of the Fund. The suspension may apply to all requests for redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All Unitholders making such requests shall be advised by the Manager of the suspension and that the redemption will be effected at a price determined on the first Business Day

following the termination of the suspension. All such Unitholders shall have and shall be advised that they have the right to withdraw their requests for redemption. The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over the Fund, any declaration of suspension made by the Manager shall be conclusive.

CONVERSION OF THE FUND

The Units will be redeemable at NAV per Unit on the First NAV Redemption Date. See “Redemption of the Units — Redemption of Units on the First NAV Redemption Date.”

The Fund will become an open-end mutual fund on December 12, 2012. On and after the Conversion, the Units will be redeemable at NAV per Unit on a daily basis, at such time the Units will become subject to NI 81-102. The Fund will provide all Unitholders with written notice at least 60 days prior to the Conversion Date.

The Conversion may be implemented either by way of a conversion of the Fund to an open-end mutual fund or by way of a tax-deferred merger with an open-end mutual fund managed by the Manager or an affiliate thereof (including a fund formed after the date of this prospectus).

On the Conversion Date, the Fund will become subject to NI 81-102. The Declaration of Trust provides that certain provisions thereof that apply before the Conversion Date will cease to apply and those provisions that apply pursuant to NI 81-102 will thereafter be applicable. For example, the Fund will be able to issue different classes and series of units. The circumstances under which Unitholders will be entitled to a vote will be reduced and certain matters which require approval by an Extraordinary Resolution will, after the Conversion Date, require the approval of the holders of a simple majority of the Units voting thereon. Following the conversion of the Fund to an open-end mutual fund on the Conversion Date, it will be subject to NI 81-102 and Unitholders will be entitled to redeem their Units daily. Except with respect to redemptions, the Units will generally have the same characteristics before and after the Conversion Date, although the Manager may also create other classes of units into which the Units would be convertible, at the option of the holder, including a class of units that would not have a Servicing Fee. The Conversion will not affect the Fund’s investment objectives or strategy. See “Unitholder Matters — Matters Requiring Unitholder Approval”.

INCOME TAX CONSIDERATIONS

In the opinion of Borden Ladner Gervais LLP, counsel to the Fund, and Blake, Cassels & Graydon LLP, counsel to the Agents, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Units by a Unitholder who acquires Units pursuant to this prospectus. This summary is applicable to a Unitholder who is an individual (other than a trust) and who, for the purposes of the Tax Act and at all relevant times, is resident in Canada, deals at arm’s length with and is not affiliated with the Fund and holds Units as capital property. Generally, the Units will be considered to be capital property to a purchaser provided that the purchaser does not hold such Units in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure in the nature of trade. Certain Unitholders who might not otherwise be considered to hold Units as capital property may, in certain circumstances, be entitled to have such Units and all other “**Canadian securities**” as defined in the Tax Act owned or subsequently acquired by them treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act.

This summary is based on the current provisions of the Tax Act, counsel’s understanding of the current administrative policies and assessing practices of the CRA published in writing by it prior to the date hereof and all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (such proposals referred to hereafter as the “**Tax Proposals**”) and relies upon advice from the Manager as to certain factual matters. This summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations. There can be no assurance that the Tax Proposals will be enacted in the form publicly announced or at all.

This summary is also based on the assumptions that none of the issuers of the securities in the Portfolio will be foreign affiliates of the Fund or of any Unitholder and that none of the securities in the Portfolio will be a “tax shelter investment” within the meaning of section 143.2 of the Tax Act, or an “offshore investment fund property”

that would require the Fund to include any significant amounts in income in respect of such securities pursuant to section 94.1 of the Tax Act, or an interest in a trust which would require the Fund to report income in connection with such securities pursuant to the rules in proposed section 94.2 of the Tax Act, or an interest in a non-resident trust (or a partnership that holds such in trust) other than an “exempt foreign trust” as defined in proposed section 94 of the Tax Act, each as set forth in the proposed amendments to the Tax Act dated August 27, 2010 (or amendments to such proposals, provisions as enacted into law or successor provisions thereto).

This summary is also based on the assumption that the Fund will at no time be a “**SIFT trust**” as defined in the SIFT Rules. Provided that the Fund complies with its investment restrictions and does not hold “**non-portfolio property**” as defined in the SIFT Rules, it will not be a SIFT trust. If the Fund were to become a SIFT trust within the meaning of the SIFT Rules, the income tax considerations discussed herein could be materially and adversely different.

This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units and does not describe the income tax considerations relating to the deductibility of interest on money borrowed to Units. Moreover, the income and other tax consequences of acquiring, holding or disposing of Units will vary depending on an investor’s particular circumstances including the province or territory in which the investor resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be legal or tax advice to any investor. Investors should consult their own tax advisors for advice with respect to the income tax consequences of an investment in Units, based on their particular circumstances.

Status of the Fund

This summary is based on the assumptions that the Fund will qualify at all times as a “**mutual fund trust**” within the meaning of the Tax Act, that the Fund will validly elect under the Tax Act to be a mutual fund trust from the date it was established, that the Fund has not been established and will not be maintained primarily for the benefit of non-residents and that not more than 50% (based on fair market value) of the Units will be held by non-residents of Canada, partnerships that are not “**Canadian partnerships**” as defined in the Tax Act, or any combination thereof.

To qualify as a mutual fund trust (i) the Fund must be a Canadian resident “**unit trust**” for purposes of the Tax Act, (ii) the only undertaking of the Fund must be (a) the investing of its funds in property (other than real property or interests in real property or an immovable or a real right in an immovable), (b) the acquiring, holding, maintaining, improving, leasing or managing of any real property (or interest in real property) or of any immovable (or a real right in an immovable) that is capital property of the Fund, or (c) any combination of the activities described in (a) and (b), and (iii) the Fund must comply with certain minimum requirements respecting the ownership and dispersal of Units (the “**minimum distribution requirements**”). In this connection, (i) the Manager intends to cause the Fund to qualify as a unit trust throughout the life of the Fund, (ii) the Fund’s undertaking conforms with the restrictions for mutual fund trusts, and (iii) the Manager has advised counsel that it has no reason to believe that, following the Closing, the Fund will not comply with the minimum distribution requirements at all material times. The Manager has advised counsel that it intends to ensure that the Fund will meet the requirements necessary for it to qualify as a mutual fund trust no later than the Closing Date and at all times thereafter and to file the necessary election so that the Fund will qualify as a mutual fund trust throughout its first taxation year.

If the Fund were not to qualify as a mutual fund trust at all times, the income tax considerations described below would, in some respects, be materially and adversely different.

Provided that the Fund qualifies and continues at all times to qualify as a “**mutual fund trust**” within the meaning of the Tax Act or that the Units are listed on a designated stock exchange under the Tax Act (which includes the TSX), the Units will be qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans and tax-free savings accounts (each a “**plan trust**”). For certain consequences of holding Units in a plan trust, see “Income Tax Considerations — Taxation of Registered Plans”.

Taxation of the Fund

The Fund will be subject to tax in each taxation year under Part I of the Tax Act on the amount of its income for the year, including net realized taxable capital gains, less the portion thereof that it claims in respect of the amount paid or payable to Unitholders in the year. The Manager has advised counsel that the Fund intends to

make distributions to Unitholders and to deduct, in computing its income in each taxation year, such amount as will be sufficient to ensure that the Fund will not be liable for income tax under Part I of the Tax Act for each year other than such tax on net realized capital gains that will be recoverable by the Fund in respect of such year by reason of the capital gains refund mechanism.

With respect to an issuer that is a trust resident in Canada whose units are included in the Portfolio and held as capital property for the purposes of the Tax Act, and that is not subject in a taxation year to the tax under the SIFT Rules, the Fund is required to include in its income such portion of the net income and the taxable portion of net realized capital gains of such issuer as is paid or becomes payable to the Fund in the year, notwithstanding that certain of such amounts may be reinvested in additional units of the issuer. Provided appropriate designations are made by the issuer, any net taxable capital gains realized by the issuer and taxable dividends received by the issuer from taxable Canadian corporations that are paid or become payable to the Fund and are designated by the issuer in respect of the Fund will effectively retain their character as such in the hands of the Fund.

The Fund is generally required to reduce the adjusted cost base of the units of such issuer structured as a trust resident in Canada to the extent that all amounts paid or payable in a year by such issuer to the Fund exceed the sum of the amounts included in the income of the Fund for the year and the Fund's share of the non-taxable portion of capital gains of such issuer for the year. To the extent that the adjusted cost base to the Fund of the unit of such issuer would otherwise be less than zero, the negative amount is deemed to be a capital gain realized by the Fund and the Fund's adjusted cost base of such unit is increased by the amount of such deemed capital gain to zero.

Where the Fund acquires an interest in a limited partnership (other than a SIFT partnership) as capital property for purposes of the Tax Act, the limited partnership is not subject to tax under the Tax Act. However, as a partner of the limited partnership the Fund is required to include in computing the Fund's income for a particular taxation year the Fund's share of the income or loss of the limited partnership for its fiscal year ending in or on the Fund's taxation year end, whether or not any of that income or loss is distributed to the Fund in the taxation year. For this purpose, the income or loss of the limited partnership must be computed for each fiscal year as if the limited partnership was a separate person resident in Canada, and will be required to be allocated to partners on the basis of their respective shares of that income or loss as provided for in the limited partnership agreement, subject to certain provisions of the Tax Act in that regard. Losses allocated to a limited partner are subject to certain restrictions under the Tax Act.

Generally, cash distributions by a limited partnership in which the Fund owns a limited partnership interest to the Fund in excess of the Fund's share of the income and capital gains for a fiscal year will be treated for purposes of the Tax Act as a return of capital, which is not required to be included in the Fund's income but will reduce the Fund's adjusted cost base of its interest in the limited partnership. If, as a result, the Fund's adjusted cost base of its limited partnership interest at the end of a fiscal year of the limited partnership would otherwise be a negative amount, the Fund will be deemed to realize a capital gain equal to such amount, and the adjusted cost base of its partnership interest will be nil immediately thereafter.

Under the SIFT Rules, each issuer in the Portfolio that is a "**SIFT trust**" or "**SIFT partnership**" as defined under the SIFT Rules (which will generally include income trusts, other than certain REITs, and certain partnerships, the units of which are listed or traded on a stock exchange or other public market) will be subject to a special tax in respect of (i) income from business carried on in Canada, and (ii) certain income and capital gains respecting "non-portfolio properties" (collectively, the "**Non-Portfolio Earnings**"). Non-Portfolio Earnings that are earned by a SIFT partnership or are distributed by a SIFT trust to its unitholders will be taxed at a rate that is equivalent to the federal general corporate tax rate plus a prescribed amount on account of provincial tax. The SIFT Rules will generally not apply for taxation years that end before 2011 where such an issuer would have been a SIFT trust or a SIFT partnership on October 31, 2006 had the SIFT Rules been in force and applied to the issuer as of that date and the issuer complied with guidelines issued by the Department of Finance on December 15, 2006 (and amended on February 25, 2009) and incorporated by reference into the SIFT Rules concerning the acceptable level of growth for such issuers. In all other cases, the SIFT Rules will generally apply to the 2007 and later taxation years of a SIFT trust or SIFT partnership. Any Non-Portfolio Earnings that become payable by a SIFT trust or are allocated by a SIFT partnership will be taxed as though they were a taxable dividend from a taxable Canadian corporation and will be deemed to be an "eligible dividend" (as defined in the Tax Act) eligible for the enhanced gross-up and tax credit rules.

The Fund will also be required to include in its income for each taxation year, any dividends received (or deemed to be received) by it in such year on a Portfolio security and all interest that accrues to it to the end of the

year, or becomes receivable or is received by it before the end of the year, except to the extent that such interest was included in computing its income for a preceding taxation year. Upon the actual or deemed disposition of indebtedness, the Fund will be required to include in computing its income for the year of disposition all interest that accrued on such indebtedness from the last interest payment date to the date of disposition except to the extent such interest was included in computing the Fund's income for that or another taxation year and such income inclusion will reduce the proceeds of disposition for purposes of computing any capital gain or loss.

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income, including interest payable by the Fund on borrowed funds used to purchase securities to be included in the Portfolio subject to the October 2003 Proposals. The Fund may generally deduct the costs and expenses of this Offering paid by the Fund and not reimbursed at a rate of 20% per year, pro-rated where the Fund's taxation year is less than 365 days. Any losses incurred by the Fund may not be allocated to Unitholders but may generally be carried forward and back and deducted in computing the taxable income of the Fund in accordance with the detailed rules and limitations in the Tax Act (including the October 2003 Proposals discussed below).

It is possible that, under the October 2003 Proposals, or the Alternative Proposal, the deduction of losses of the Fund in a particular taxation year could be limited. Under the October 2003 Proposals, a taxpayer will have a loss for a taxation year from a particular source that is a business or property only if, in that year, it is reasonable to expect that the taxpayer will realize a cumulative profit from the business or property during the time that the taxpayer has carried on, and can reasonably be expected to carry on, the business, or has held, and can reasonably be expected to hold, the property. If the deduction of losses of the Fund is limited in a particular year, the taxable income of the Fund would be increased along with the taxable amount of distributions to Unitholders.

The CRA has expressed a view that, in certain circumstances, the deductibility of interest on money borrowed to invest in an income trust may be reduced on a pro rata basis in respect of distributions from the income trust that are a return of capital and which are not reinvested for an income earning purpose. Counsel are of the view that, while the ability to deduct interest depends on the facts, based on the jurisprudence and the anticipated nature of income trust distributions, the CRA's view should not affect the Fund's ability to deduct interest on money borrowed to acquire units of income trusts included in the Portfolio securities. If the CRA's view were to apply to the Fund, part of the interest payable by the Fund in connection with money borrowed to acquire certain Portfolio securities could be non-deductible, increasing the net income of the Fund for tax purposes and the taxable component of distributions to Unitholders.

Upon the actual or deemed disposition of a security included in the Portfolio, the Fund will realize a capital gain (or capital loss) to the extent the proceeds of disposition net of any amounts included as interest on the disposition of the security and any reasonable costs of disposition exceed (or are less than) the adjusted cost base of such security unless the Fund were considered to be trading or dealing in securities or otherwise carrying on a business of buying and selling securities or the Fund has acquired the security in a transaction or transactions considered to be an adventure in the nature of trade. The Manager has advised counsel that the Fund will purchase securities in the Portfolio with the objective of receiving distributions and income thereon and will take the position that gains and losses realized on the disposition thereof are capital gains and capital losses. The Manager has also advised counsel that the Fund intends to make an election under subsection 39(4) of the Tax Act so that all securities included in the Portfolio that are "Canadian securities" (as defined in the Tax Act) will be deemed to be capital property to the Fund.

The Fund will be entitled for each taxation year throughout which it is a mutual fund trust for purposes of the Tax Act to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized capital gains by an amount determined under the Tax Act based on the redemptions of Units during the year (the "**Capital Gains Refund**").

The Capital Gains Refund in a particular taxation year may not completely offset the tax liability of the Fund for such taxation year which may arise upon the sale or other disposition of securities included in the Portfolio in connection with the redemption of Units.

The Fund may enter into transactions denominated in currencies other than the Canadian dollar, including the acquisition of securities in the Portfolio. The cost and proceeds of disposition of securities, interest and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars using the appropriate exchange rates determined in accordance with the detailed rules in the Tax Act in that regard. The amount of income, gains and

losses realized by the Fund may be affected by fluctuations in the value of foreign currencies relative to the Canadian dollar. Gains or losses in respect of currency hedges entered into in respect of amounts invested in the Portfolio will likely constitute capital gains and capital losses to the Fund if the securities in the Portfolio are capital property to the Fund, and provided that the hedge is sufficiently linked to securities denominated in the foreign currency.

The Fund may derive income or gains from investments in countries other than Canada, and as a result, may be liable to pay income or profits tax to such countries. To the extent that such foreign tax paid by the Fund exceeds 15% of the amount included in the Fund's income from such investments, net of associated deductions, such excess may generally be deducted by the Fund in computing its net income for the purposes of the Tax Act. To the extent that such foreign tax paid does not exceed 15% of such amount and has not been deducted in computing the Fund's income, the Fund may designate in respect of a Unitholder a portion of its foreign source income which can reasonably be considered to be part of the Fund's income distributed to such Unitholder so that such income and a portion of the foreign tax paid by the Fund may be regarded as foreign source income of, and foreign tax paid by, the Unitholder for the purposes of the foreign tax credit provisions of the Tax Act.

If the Conversion occurs by way of a tax-deferred merger involving the Fund and an open-end mutual fund, which qualifies as a **"qualifying exchange"** (as defined under the Tax Act), the taxation year of each of the merging funds (one of the funds being the **"continuing fund"** and the other fund being the **"terminating fund"**) during which the merger occurs (the **"Merger Year"**) will be deemed to end on the date of the merger. To the extent necessary, the Fund will distribute to the Unitholders a sufficient amount of its net income and net realized capital gains for the Merger Year to ensure the Fund will not be liable for non-refundable income tax on such amounts under the Tax Act. Any unused accumulated loss carryforwards of each merging fund will expire at the end of the Merger Year and will not be available to be deducted against taxable income or gains arising after the merger. Further, unamortized issue expenses incurred by the terminating fund will not be available to be deducted against income and gains in the future taxation years of the continuing fund.

Taxation of Unitholders

A Unitholder will generally be required to include in computing income for a taxation year the amount of the Fund's net income for the taxation year, including net realized taxable capital gains, paid or payable to the Unitholder (whether in cash or in Units) in the taxation year. The non-taxable portion of the Fund's net realized capital gains paid or payable and designated to a Unitholder in a taxation year will not be included in the Unitholder's income for the year. Any other amount in excess of the Unitholder's share of the Fund's net income for a taxation year paid or payable to the Unitholder in the year will not generally be included in the Unitholder's income, but will generally reduce the adjusted cost base of the Unitholder's Units. To the extent that the adjusted cost base of a Unit would otherwise be less than zero, the negative amount will be deemed to be a capital gain realized by the Unitholder from the disposition of the Unit and the Unitholder's adjusted cost base will be increased by the amount of such deemed capital gain to zero. Any losses of the Fund for purposes of the Tax Act cannot be allocated to, and cannot be treated as a loss of, a Unitholder.

Provided that appropriate designations are made by the Fund, such portion of (i) the net realized taxable capital gains of the Fund, (ii) the income of the Fund from foreign sources, and (iii) the taxable dividends received or deemed to be received by the Fund on shares of taxable Canadian corporations, as is paid or becomes payable to a Unitholder will effectively retain its character and be treated as such in the hands of the Unitholder for purposes of the Tax Act. To the extent that the Fund so designates its income from a foreign source in respect of a Unitholder, the Unitholder will, for the purposes of computing its foreign tax credits, be entitled to treat the Unitholder's proportionate share of foreign taxes paid by the Fund in respect of such income as foreign taxes paid by the Unitholder. The availability of foreign tax credits in respect of foreign source income designated to a Unitholder by the Fund is subject to the foreign tax credit rules under the Tax Act and the Unitholder's particular circumstances. Investors should consult their own tax advisors in this regard. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the gross-up and dividend tax credit rules will apply, including the enhanced gross-up and dividend tax credit rules in respect of eligible dividends paid by taxable Canadian corporations.

Under the Tax Act, the Fund is permitted to deduct in computing its income for a taxation year an amount that is less than the amount of its distributions for the year. This will enable the Fund to utilize, in a taxation year, losses from prior years without affecting the ability of the Fund to distribute its income annually. The amount

distributed to a Unitholder but not deducted by the Fund will not be included in the Unitholder's income. However, the adjusted cost base of the Unitholder's Units will be reduced by such amount. To the extent that the adjusted cost base of a Unit would otherwise be less than zero, the negative amount will be deemed to be a capital gain realized by the Unitholder from the disposition of the Unit and the Unitholder's adjusted cost base will be increased by the amount of such deemed capital gain to zero.

On the disposition or deemed disposition of a Unit (whether on a sale, redemption or otherwise), the Unitholder will realize a capital gain (or capital loss) to the extent that the Unitholder's proceeds of disposition exceed (or are less than) the aggregate of the adjusted cost base of the Unit and any reasonable costs of disposition. If, at any time, the Fund delivers securities from the Portfolio to any Unitholder upon a redemption of a Unitholder's Units on the termination of the Fund, the Unitholder's proceeds of disposition of the Units will generally be equal to the aggregate of the fair market value of the distributed property and the amount of any cash received, less any capital gain realized by the Fund on the disposition of such distributed property. The cost of any property distributed by the Fund in specie will generally be equal to the fair market value of such property at the time of the distribution. Such securities may or may not be qualified investments for plan trusts. If such securities are not qualified investments for plan trusts, such plan trusts (and, in the case of certain plan trusts, the annuitants or beneficiaries thereunder or holders thereof) may be subject to adverse tax consequences including, in the case of registered education savings plans, revocation of such plan trusts.

For the purpose of determining the adjusted cost base of Units to a Unitholder, when Units are acquired, the cost of the newly acquired Units will be averaged with the adjusted cost base of all Units owned by the Unitholder as capital property immediately before that time. The cost of Units acquired as a distribution of income or capital gains from the Fund will generally be equal to the amount of the distribution. A consolidation of Units following a distribution paid in the form of additional Units will not be regarded as a disposition of Units. See "Attributes of the Units—Units".

If the Conversion is implemented by way of a conversion to an open-end mutual fund, the Conversion will not result in a disposition of Units by the Unitholders. If the Conversion to an open-end mutual fund occurs by way of a merger on a tax-deferred basis, the disposition by a holder of units of the terminating fund in exchange for units of the continuing fund will not result in the realization of a capital gain or capital loss for such holder. Such holder will be deemed to acquire units of the continuing fund under the merger at a cost equal to the "**cost amount**" (as defined in the Tax Act) of his or her units of the terminating fund.

One-half of any capital gain (a "taxable capital gain") realized on the disposition of Units will be included in the Unitholder's income and one-half of any capital loss (an "allowable capital loss") realized may be deducted from taxable capital gains of the Unitholder for that year. Allowable capital losses for a taxation year in excess of taxable capital gains may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against taxable capital gains in accordance with the provisions of the Tax Act.

In general terms, net income of the Fund paid or payable to a Unitholder that is designated as taxable dividends from taxable Canadian corporations or as net realized taxable capital gains as well as taxable capital gains realized by the Unitholders on the disposition of Units may increase the Unitholder's liability for alternative minimum tax.

The Exchange Option

A purchaser who disposes of securities of an Exchange Eligible Issuer ("**Exchanged Securities**") held as capital property pursuant to the Exchange Option will realize a capital gain (or a capital loss) in the taxation year of the purchaser in which the disposition of Exchanged Securities takes place to the extent that the proceeds of disposition for such Exchanged Securities, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the purchaser of such Exchanged Securities. For this purpose, the proceeds of disposition to the purchaser will equal the aggregate of the fair market value of the Units received and the amount of any cash received in lieu of fractional Units. The cost to a purchaser of Units so acquired will be equal to their fair market value at the time of exchange.

A purchaser who realizes a capital gain or capital loss upon the disposition of Exchanged Securities will be required to include in computing the purchaser's income one-half of any such capital gain ("**taxable capital gain**") and generally will be entitled to deduct one-half of any such capital loss (an "**allowable capital loss**") against

taxable capital gains realized in the year of disposition. Subject to detailed rules in the Tax Act, allowable capital losses in excess of taxable capital gains in the year of disposition may be applied to reduce net taxable capital gains of the purchaser in any of the three years preceding the year of disposition or in any year following the year of disposition.

Taxable capital gains realized by a purchaser may give rise to alternative minimum tax depending on the purchaser's circumstances.

Taxation of Registered Plans

Amounts of income and capital gains included in a plan trust's income are generally not taxable under Part I of the Tax Act, provided that the Units are qualified investments for the plan trust. See "Income Tax Considerations — Status of the Fund". Unitholders should consult their own advisors regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a plan trust.

Provided that the holder of a tax-free savings account does not hold a "**significant interest**" (as defined in the Tax Act) in the Fund or any person or partnership that does not deal at arm's length with the Fund within the meaning of the Tax Act, and provided that such holder deals at arm's length with the Fund within the meaning of the Tax Act, the Units will not be prohibited investments for a trust governed by such tax-free savings account. Holders of a tax-free savings account should consult their own tax advisors in this regard.

Tax Implications of the Fund's Distribution Policy

The NAV per Unit will reflect any income and gains of the Fund that have accrued or have been realized but have not been made payable at the time Units are acquired. A Unitholder who acquires Units may become taxable on the Unitholder's share of income and gains of the Fund that accrued before the Units were acquired notwithstanding that such amounts may have been reflected in the price paid by the Unitholder for the Units. Since the Fund intends to make monthly distributions as described under "Distribution Policy", the consequences of acquiring Units late in a calendar year will generally depend on the amount of monthly distributions throughout the year and whether one or more special distributions to Unitholders are necessary late in the calendar year to ensure that the Fund will not be liable for income tax on such amounts under the Tax Act.

ORGANIZATION AND MANAGEMENT DETAILS OF THE FUND

Manager of the Fund

The Manager will perform the management functions of the Fund pursuant to the Management Agreement. The Manager is a company incorporated pursuant to the laws of Ontario. The municipal address of the Manager where it principally provides services to the Fund is located at 710 Dorval Drive, Suite 200, Oakville, Ontario L6K 3V7.

Duties and Services to be Provided by the Manager

Pursuant to the Management Agreement, Harvest is the manager of the Fund and, as such, is responsible for delegating all investment decisions of the Fund in accordance with the investment objectives, strategy and restrictions and for arranging for the execution of all Portfolio transactions and managing and administering the day-to-day business and affairs of the Fund. The Manager may delegate certain of its powers to third parties, where, in the discretion of the Manager, it would be in the best interests of the Fund to do so. The Manager's duties include, without limitation: authorizing the payment of operating expenses incurred on behalf of the Fund; preparing financial statements and financial and accounting information as required by the Fund; ensuring that Unitholders are provided with financial statements (including semi-annual and annual financial statements) and other reports as are required by applicable law from time to time; ensuring that the Fund complies with regulatory requirements and applicable stock exchange listing requirements; preparing the Fund's reports to Unitholders and the Canadian securities regulatory authorities; determining the amount of distributions to be made by the Fund; and negotiating contractual agreements with third party providers of services, including registrars, transfer agents, auditors and printers.

The Manager will retain the Investment Manager to provide investment advisory and portfolio management services with respect to the Portfolio and will monitor the Fund's investment strategy and ensure compliance with the Fund's investment restrictions.

Details of the Management Agreement

Pursuant to the Management Agreement, the Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Fund and to exercise the care, diligence and skill of a reasonably prudent person in the circumstances. The Management Agreement provides that the Manager will not be liable in any way for any default, failure or defect in the Portfolio held by the Fund if it has satisfied the duties and the standard of care, diligence and skill set forth above. The Manager will incur liability, however, in cases of wilful misconduct, bad faith, negligence, disregard of the Manager’s standard of care or by any material breach or default by it of its obligations under the Management Agreement.

Unless the Manager resigns or is removed as described below, the Manager will continue as Manager until the termination of the Fund. The Manager may resign if the Fund is in breach or default of the provisions of the Management Agreement and, if capable of being cured, any such breach or default has not been cured within 30 days² notice of such breach or default to the Fund. The Manager is deemed to have resigned if the Manager: (i) becomes bankrupt or insolvent; (ii) in the event the Manager ceases to be resident in Canada for the purposes of the Tax Act; or (iii) no longer holds the licenses, registrations or other authorizations necessary to carry out its obligations and is unable to obtain them within a reasonable period after their loss. The Manager may resign as manager of the fund upon 60 days notice to the Unitholders. The Manager may not be removed other than by a meeting of the Unitholders as described under the heading “Unitholder Matters”. In the event that the Manager is in material breach or default of the provisions of the Management Agreement and, if capable of being cured, any such breach or default has not been cured within 30 days notice of such breach or default to the Manager, the Trustee shall give notice thereof to Unitholders and Unitholders may direct the Trustee to remove the Manager and appoint a successor Manager.

The Management Agreement may not be terminated by the Fund without the consent of the Manager unless the Manager is in material breach of the Management Agreement and the material breach where capable of being cured has not been cured within 30 Business Days after such material breach.

The Manager will be reimbursed by the Fund for all reasonable costs and expenses incurred by the Manager on behalf of the Fund as described under “Fees and Expenses — Ongoing Fees and Expenses”. In addition, the Manager and each of its directors, officers and employees will be indemnified by the Fund for all liabilities, costs and expenses incurred in connection with any action, suit or proceeding that is proposed or commenced, or other claim that is made against, the Manager, or any of its directors, officers or employees, in the exercise of its duties as Manager, except those resulting from the Manager’s wilful misconduct, bad faith, negligence, disregard of the Manager’s standard of care or material breach or default by the Manager of its obligations under the Management Agreement.

Officers and Directors of the Manager of the Investment Fund

The name and municipality of residence of each of the directors, applicable officers and senior management of the Manager and their principal occupation are as follows:

<u>Name and Municipality of Residence</u>	<u>Office</u>	<u>Principal Occupation</u>
MICHAEL KOVACS Oakville, Ontario	President and Chief Executive Officer, Chairman, Executive Board Member, Chief Compliance Officer, Corporate Secretary and Director	President and Chief Executive Officer, Harvest Portfolios Group Inc.
TOWNSEND HAINES..... Toronto, Ontario	Chief Financial Officer, Executive Board Member and Director	Chief Financial Officer, Harvest Portfolios Group Inc.
NICK BONTIS..... Ancaster, Ontario	Executive Board Member and Director	Associate Professor, Strategic Management & Director, Undergraduate Programs DeGroote School of Business,

<u>Name and Municipality of Residence</u>	<u>Office</u>	<u>Principal Occupation</u>
		McMaster University

The following is a brief description of the background of the key management of Harvest.

Michael Kovacs, President and Chief Executive Officer

Michael is the founder of Harvest Portfolios Group Inc. and a 26 year veteran of the Investment management business. Since 1991 he has held senior management positions with 4 companies, the latest as Managing Director of Sentry Select Mutual Funds and Senior Vice President of Sentry Select Capital Inc. from 2002 - 2009. He was a Vice President with Guardian Capital Group from 1991 - 1995, Vice President of National Sales with AIC Funds from 1995 - 2000 and Vice President of Distribution with ING Funds from 2000 - 2002. In 1983 he obtained his BA from York University, and has also completed the Canadian Securities Course, Canadian Options Course, Canadian Branch Managers Course and the Officers, Partners and Directors exam.

Townsend Haines, Chief Financial Officer and Executive Managing Director

Townsend has developed extensive experience in sales, sales management, product development and strategic planning during his 30 years in the investment industry. Townsend has been Vice President of Sales at AGF, Guardian Group of Funds, Franklin Templeton and the Executive Director of Global Strategy. Townsend's board and committee memberships have included the Investment Funds Institute of Canada, University of Western Ontario Senate and Board of Governors and the Board of Trustees of the Toronto School of Theology at University of Toronto. He is currently a member of the Investment Committee of the Board of Regents of Victoria University at University of Toronto. Townsend holds a Bachelor of Economics from the University of Western Ontario, and a Masters of Theological Studies degree from the University of Toronto. He has also successfully completed numerous industry courses including CFA Level I, the Partners, Directors and Senior Officers Qualifying Examination. Townsend has held various registrations and designations including Compliance Officer, Senior Officer, Senior Portfolio Manager and the Charter Financial Planner designation.

Dr. Nick Bontis, Executive Board Member and Director

Dr. Nick Bontis is a tenured professor of strategic management at the DeGroote School of Business, McMaster University. He received both his Bachelor of Arts in 1992 (Honours Business Administration) and his PhD from the Ivey School of Business at The University of Western Ontario in 1999. His doctoral dissertation on the mutual fund industry went on to become the #1 selling thesis in Canada. He has won over a dozen major teaching awards and the faculty researcher of the year twice. Maclean's magazine has rated him as one of McMaster's most popular professors for six years. He is also a 3M National Teaching Fellow, an honour bestowed upon the top university professors in the country. Prior to his career in academia, Dr. Bontis was a securities analyst at CIBC Securities Inc.

The Investment Manager

The Manager has retained Avenue to provide investment management services to the Fund. Avenue was formed in 2002 and has focused on the private client market. Avenue was founded by three investment management professionals; Paul Harris, CFA, Paul Gardner, CFA and Bill Harris, CFA, each with over 21 years of experience, who have managed assets or businesses for leading financial institutions in Toronto, Montreal and New York.

Avenue describes its investment methodology as follows:

- finding well-managed issuers that have a competitive advantage in their market;
- determining if the issuer's intrinsic value is at a discount to its market value;
- opportunistically buying when these discounts exist; and
- holding the position until the company no longer meets the valuation criteria.

Generally, an issuer's securities will be reviewed to sell if and when:

- underlying fundamentals have changed;
- unfavourable changes in management occur;

- changes occur in the competitive or regulatory environment;
- intrinsic value is achieved; or
- risk/reward profile does not warrant increasing the investment.

As of September 30, 2010, Avenue had assets under management of approximately \$180 million and has focused its efforts on private investment management for high net worth clients. Avenue is also the investment manager for Harvest Banks & Buildings Income Fund and Harvest Canadian Income & Growth Fund.

Details of the Investment Management Agreement

The Investment Manager provides investment advisory and portfolio management services to the Fund with respect to the Portfolio pursuant to the Investment Management Agreement. Decisions regarding the purchase and sale of Portfolio securities and the execution of transactions for the Portfolio will be made by the Investment Manager, in accordance with and subject to the terms of the Investment Management Agreement. Subject to the terms of the Investment Management Agreement, the Investment Manager will implement the investment strategy for the Portfolio on an ongoing basis.

Under the Investment Management Agreement, the Investment Manager covenants to act at all times on a basis which is fair and reasonable to the Manager and the Fund, to act honestly and in good faith with a view to the best interests of the Fund and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances. The Investment Management Agreement provides that the Investment Manager will not be liable in any way to the parties indemnified under the Investment Management Agreement for any default, failure or defect in any of the securities comprising the Portfolio if it satisfied the standard of care, diligence and skill set forth above. The Investment Management Agreement further provides that the Investment Manager will not be liable for any losses in the NAV of the Fund if it has satisfied the standard of care, diligence and skill set forth above. Pursuant to the Investment Management Agreement, the Investment Manager and its officers, directors and employees shall be indemnified, from the assets of the Fund, against all losses (other than loss of profits), expenses and liabilities incurred by any of them in connection with any matter relating to their respective duties under the Investment Management Agreement, unless any such indemnified person is finally adjudicated to have committed a material breach or default of its obligations under the Investment Management Agreement or an act or omission involving wilful misconduct, bad faith, negligence or reckless disregard of such person's duties under the Investment Management Agreement. Under the Investment Management Agreement, the Investment Manager will be responsible for any loss to the Fund that arises out of Investment Manager's failure to exercise the powers and discharge its duties in good faith and in the best interests of the Fund or its failure to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

The Investment Manager or Manager may terminate the Investment Management Agreement in the following circumstances: (i) upon not less than 90 days written notice to the other party; or (ii) by written notice taking immediate effect if the other party is in breach of any of the terms of the Agreement and has not remedied the breach within 30 days of receipt of written notice requiring the breach to be remedied.

The Investment Management Agreement shall terminate immediately if any of the following events take place: (i) in the event the Avenue or Harvest is subject to a material regulatory issue that would affect the ability of the Avenue or Harvest to fulfill its obligations under the Investment Management Agreement or if Avenue is unable to provide the investment management services contemplated in this Agreement or in any applicable underlying investment management agreements; (ii) in the event that Avenue or Harvest become bankrupt, or a petition for bankruptcy is filed against either party and such petition is not dismissed within 60 days; or (iii) in the event that Avenue or Harvest makes any assignment for the benefit of its creditors, files any notice under or takes any other benefits of any insolvency law, or if a receiver is appointed for Avenue or Harvest.

Any termination of this Investment Management Agreement shall not affect the liability of the parties in respect of any action undertaken before such notice was given. During the time period between the date notice of termination is given and the effective date of termination, Avenue agrees to continue to provide investment advisory or management services to the Fund to the best of its ability in accordance with the standard of care set out above.

The Manager is responsible for payment of the investment management fees of the Investment Manager out of the Management Fee. See "Fees and Expenses — Ongoing Fees and Expenses".

The following is a brief description of the background of the key management of Avenue:

Paul A. M. Harris, CFA is a partner and a portfolio manager for the Equity Portfolio and the Fixed Income Portfolio. Mr. Harris has more than 21 years of investment experience. Prior to co-founding Avenue Investment Management Inc. in 2002, Mr. Harris worked in New York for Fiduciary Trust International as a senior portfolio manager focusing on global equity portfolios for institutional clients from 2000 to 2002. Before joining Fiduciary Trust International, Mr. Harris was with TD Asset Management for 8 years, where he was a senior portfolio manager of the Greenline Dividend Fund, the Greenline Small-Cap Fund and the TD Bank pension fund. In addition, Mr. Harris was an equity analyst covering financial services and technology globally. Mr. Harris received a B.A. from the University of Toronto in 1986. He became a Chartered Financial Analyst in 1994. He is a member of the New York Society of Financial Analysts and A.I.M.R.

Paul Gardner, CFA is a partner and a portfolio manager for the Equity Portfolio and the Fixed Income Portfolio. Mr. Gardner has more than 21 years experience in the investment industry. Prior to co-founding Avenue Investment Management Inc., Mr. Gardner was at TD Asset Management as a senior portfolio manager of the TD Canadian Bond Fund and several of TD's domestic fixed income funds. Much of his expertise has been in corporate debt analysis. Before joining TD Asset Management, Mr. Gardner worked at TD Securities, as Chief Dealer money markets. Prior to that, he was a foreign exchange trader with TD Bank. Mr. Gardner received his B.A. from York University in 1986. He became a Chartered Financial Analyst in 1991. He is a member of the Toronto Society of Financial Analysts and A.I.M.R.

Bill Harris, CFA is a partner and a portfolio manager for the Equity Portfolio and the Fixed Income Portfolio. Mr. Harris has over 21 years of experience in the investment industry. Prior to joining Avenue Investment Management Inc. in 2004, Mr. Harris was at Sentry Select Capital as a portfolio manager for their resource group of funds from 2002 to 2004. His responsibilities included managing mutual funds, limited partnerships and exchange traded funds that specialized in oil and gas, mining and alternative energy investments. From 1999-2002, Mr. Harris was at TD Asset Management as the senior energy and mining analyst for the Precious Metals, Resources and Energy Funds. From 1992-1999, he was the Canadian equity trader for the Active equity group at TD Asset Management. Mr. Harris received a BA in economics from Dalhousie University in 1990. He became a Chartered Financial Analyst in 1998 and is a member of the Toronto Society of Financial Analysts.

Faroukh E. Kanga is a partner with Avenue Investment Management Inc. Mr. Kanga has over 21 years experience in the financial services industry. Prior to joining Avenue Investment Management in 2008, Mr. Kanga acted as a Managing Director at TD Securities, part of TD Bank Financial Group from 1986 to 2006. His responsibilities included the national mandate for origination, trading and sales of short-term capital market products, the management of the national Foreign Exchange and Money Market distribution teams and the management of the Quebec and Atlantic Canada Money Market distribution team. Mr. Kanga received an Honours BA in political philosophy and communications from the University of Toronto in 1984.

Brokerage Arrangements

Avenue has primary relationships with six brokers with general sales, research and trade execution capabilities. Avenue uses these primary relationships for the majority portion of their research requirements. The prime objectives in their brokerage arrangements are to execute trades in an efficient and orderly fashion and to achieve the best transaction cost possible. Avenue does not use or have any soft dollar arrangements with any of its brokers nor do they have any intention of using soft dollars. All clients of Avenue are treated equally based on Avenue's Fairness Policy.

Conflicts of Interest

The management services of Harvest under the Management Agreement are not exclusive and nothing in the Management Agreement prevents Harvest from providing similar management services to other investment funds and other clients (whether or not their investment objectives and policies are similar to those of the Fund) or from engaging in other activities. Investments in securities purchased by the Manager on behalf of the Fund and other investment funds or trusts managed by the Manager will be allocated to the Fund and such other investment funds or trusts on a pro-rata basis according to the size of the order and the applicable investment restrictions and policies of the Fund and the other investment funds or trusts.

The Declaration of Trust and the Management Agreement acknowledge that the Trustee and the Manager may provide services to the Fund in other capacities, provided that the terms of any such arrangements are no less favourable to the Fund than those which would be obtained from parties which are at arm's length for comparable services. The Trustee may act as trustee of, and provide services to, issuers of securities, including issuers of securities in which the Fund has invested or may invest.

Independent Review Committee

In accordance with NI 81-107, the Manager has appointed an independent review committee ("IRC" or "**Independent Review Committee**") for the Fund and the mutual funds managed by it. The IRC is composed of three individuals, each of whom is independent of the Manager, the Fund and entities related to the Manager. The members of the IRC are Jane Davis, Don Hathaway and Adam Conyers. The Manager is required to identify conflict of interest matters inherent in its management of the Fund and request input from the IRC in respect of how it manages those conflicts of interest, as well as its written policies and procedures outlining its management of those conflicts of interest. The IRC has adopted a written charter that it follows when performing its functions and is subject to requirements to conduct regular assessments. The mandate and responsibilities of the IRC are to consider and make a recommendation or approval, as applicable, with respect to any conflict of interest matter referred to it by the Manager. The IRC will prepare, at least annually, a report of its activities for Unitholders. This report will be available on the Harvest's website at www.harvestportfolios.com or at the Unitholder's request, at no cost, by contacting Harvest at 1-866-998-8298. Information contained on the Manager's website is not part of this prospectus and is not incorporated by reference.

The members of the IRC will be indemnified by the Manager and the Fund, in keeping with NI 81-107. The IRC members will not be responsible for the investments made by the Fund, or for the performance of the Fund. The members of the IRC may serve in a similar capacity in respect of other funds managed by the Manager. The Fund's pro rata share of all fees and expenses of the IRC (which are currently anticipated to be \$25,000 per annum) will be paid by the Fund and the regular fees and expenses of the IRC (based on the amounts agreed by the Manager for the first year) have been included in the Fund's estimated annual operating expenses (see "Fees and Expenses"). In future years the IRC members will set their own compensation in accordance with NI 81-107. In addition, the IRC has the authority, pursuant to NI 81-107 to retain independent counsel or other advisors, at the expense of the Fund, if the members deem it necessary to do so.

The Trustee

The Manager is the trustee of the Fund under the Declaration of Trust, and is responsible for managing all of the Fund's activities. The address of the Trustee where it principally provides services to the Fund is at 710 Dorval Drive, Suite 200, Oakville, Ontario L6K 3V7.

Pursuant to the Declaration of Trust, Harvest is the trustee of the Fund (the "**Trustee**") and will be responsible for certain aspects of the day-to-day administration of the Fund as described in the Declaration of Trust.

The Trustee may resign upon 60 days notice to Unitholders. The Trustee must be removed if the Trustee is no longer resident in Canada for purposes of the Tax Act, and the Trustee may be removed with the approval of a simple majority vote cast at a meeting of Unitholders called for such purpose or by the Manager (if the Manager is not then the Trustee), if the Trustee has committed certain events of bankruptcy or insolvency or is in material breach or default of its obligations under the Declaration of Trust which breach has not been cured within 30 days after notice thereof has been given to the Trustee. Any such resignation or removal shall become effective only upon the acceptance of appointment by a successor. If the Trustee resigns, its successor may be appointed by the Manager. The successor must be approved by Unitholders if the Trustee is removed by Unitholders. If no successor has been appointed within 60 days, the Trustee or any Unitholder may apply to a court of competent jurisdiction for the appointment of a successor.

The Declaration of Trust will provide that the Trustee shall not be liable in carrying out its duties under the Declaration of Trust except where it is in breach of its obligations under the Declaration of Trust or where the Trustee fails to act honestly and in good faith, and in the best interests of Unitholders to the extent required by laws applicable to trustees, or to exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. In addition, the Declaration of Trust will contain other customary provisions limiting the liability of the Trustee and indemnifying the Trustee, or any of its officers, directors, employees or agents, in respect of certain liabilities incurred by it in carrying out its duties.

The Custodian

State Street Trust Company Canada (“**State Street**”) will be appointed as the custodian and valuation agent of the Fund pursuant to separate custodian and valuation agreements between the Fund and State Street. The custodian’s principal place of business in respect of the Fund is Toronto, Ontario. In accordance with the terms of the custodian agreement (the “**Custodian Agreement**”), the custodian will be responsible for the safekeeping of all of the investments and other assets of the Fund delivered to it but not those assets of the Fund not directly controlled or held by the custodian as the case may be. In the event that any portfolio assets are acquired by the Fund that cannot be held in Canada, the custodian may appoint sub-custodians who are qualified to act as such.

In carrying out its duties, the custodian is required to exercise:

- (a) the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances, or
- (b) at least the same degree of care which it gives to its own property of a similar kind under its custody, if this is a higher degree of care than in paragraph (a) above.

Except to the extent the Custodian has not complied with its standard of care, the Custodian will not be liable for any act or omission in the course of, or connected to, rendering services under the Custodian Agreement or for loss to, or diminution of, the Fund’s property. In no event shall the custodian be liable for any consequential or special damages. The Fund shall indemnify and save harmless the Custodian, and its affiliates, subsidiaries and agents, and their directors, officers, and employees from and against all legal fees, judgments and amounts paid in settlement incurred by such indemnified parties in connection with custodial services provided under the Custodian Agreement except to the extent incurred as a result of breach of the above standard of care.

The Custodian Agreement provides that it may be terminated by either party at any time on 60 days’ written notice unless a different period is agreed to. Either party may terminate the Custodian Agreement immediately in the event that either party is declared bankrupt or shall be insolvent, the assets or the business of either party shall become liable to seizure or confiscation by a public or governmental authority, or the Manager’s powers and authorities to act on behalf of or represent the Fund have been revoked or terminated.

In addition, State Street will be responsible for providing valuation services to the Fund and will calculate the NAV and NAV per Unit pursuant to the terms of a separate valuation service agreement. See “Calculation of Net Asset Value”.

State Street will receive fees for custodial and valuation services provided to the Fund as described above.

Promoter

Harvest has taken the initiative in organizing the Fund and accordingly may be considered to be a “promoter” of the Fund within the meaning of the securities legislation of certain provinces of Canada. Harvest will receive fees from the Fund and will be entitled to reimbursement of expenses incurred in relation to the Fund as described under “Fees and Expenses”.

Auditor

The Fund’s auditors are PricewaterhouseCoopers LLP, Chartered Accountants, PO Box 82, Royal Trust Tower, Suite 3000 Toronto Dominion Centre, Toronto, Ontario M5K 1G8, who have prepared an independent auditors’ report dated November 26, 2010, in respect of the Fund’s statement of financial position as at November 26, 2010. PricewaterhouseCoopers LLP has advised that they are independent with respect to the Fund within the meaning of the rules of professional conduct of the Institute of Chartered Accountants of Ontario.

Registrar and Transfer Agent

Equity Financial Trust Company will be appointed the registrar and transfer agent for the Units.

CALCULATION OF NET ASSET VALUE

The NAV on a particular date will be equal to the aggregate value of the assets of the Fund less the aggregate value of the liabilities of the Fund, expressed in Canadian dollars at the applicable exchange rate on such

date. The NAV will be calculated using the fair value of the Fund's assets and liabilities. The NAV per Unit on any day will be obtained by dividing the NAV of the Fund on such day by the number of Units then outstanding.

Valuation Policies and Procedures of the Fund

Unless otherwise required by law, the value of the assets held by the Fund is determined as follows:

- (a) the value of any cash on hand or on deposit, bills, demand notes, accounts receivable, prepaid expenses, cash dividends received (or to be received and declared to shareholders of record on a date before the date as of which the net asset value is being determined), and interest accrued and not yet received, shall be deemed to be the full amount thereof unless the Manager shall have determined that any such deposit, bill, demand note, account receivable, prepaid expense, cash dividend received or interest is not worth the full amount thereof, in which event the value thereof shall be deemed to be such value as the Manager shall determine to be the reasonable value thereof;
- (b) the value of any security which is listed or dealt in upon a stock exchange shall be determined by (a) in the case of a security which was traded on the day as of which the Net Asset Value is being determined, the closing sale price; (b) in the case of a security which was not traded on the day as of which the Net Asset Value is being determined, a price which is the average of the closing recorded bid and asked prices; or (c) if no bid or asked quotation is available, the price last determined for such security for the purpose of calculating the Net Asset Value. The value of interlisted securities shall be computed in accordance with directions laid down from time to time by the Manager; and provided however that if, in the opinion of the Manager, stock exchange or over the counter quotations do not properly reflect the prices which would be received by the Fund upon the disposal of shares or securities necessary to effect any redemptions of securities, the Manager may place such value upon such shares or securities as appears to the Manager to most closely reflect the fair value of such shares or securities;
- (c) the value of any security, the resale of which is restricted or limited by reason of a representation, undertaking or agreement by the Fund or by the predecessor in title of the Fund, shall be the lesser of (a) the value based on reported quotation in common use and (b) that percentage of the market value of securities of the same class, the resale of which is not restricted or limited by reasons of any representation, undertaking or agreement, equal to the percentage that the acquisition cost of the Fund was of the market value of such securities at the time of acquisition, provided that a gradual taking into account of the actual value of the securities may be made when the date on which the restrictions will be lifted is known;
- (d) the value of all assets of the Fund valued in terms of a currency other than Canadian currency and liabilities payable in a currency other than Canadian currency shall be translated to Canadian currency using the closing rate of exchange as quoted by customary banking sources on the date of valuation;
- (e) each transaction of purchase or sale of portfolio securities effected by the Fund shall be reflected in the computation of the Net Asset Value of the Fund not later than the first computation of the Net Asset Value of the Fund made after the date on which the transaction becomes binding; and
- (f) the issue or redemption of Units of the Fund shall be reflected in the computation of the Net Asset Value not later than the next computation of the Net Asset Value or series made after the time of the issue or redemption of the Units of the Fund.

The liabilities of the Fund include:

- (a) all bills and accounts payable;
- (b) all administrative expenses payable and/or accrued;
- (c) all obligations for the payment of money or property, including the amount of any declared but unpaid distributions;
- (d) all allowances authorized or approved by the Manager for taxes or contingencies; and

- (e) all other liabilities of the Fund of whatever kind and nature, except liabilities represented by outstanding Units.

Harvest may suspend the calculation of the Net Asset Value when the right to redeem a Unit is suspended. See “Redemption of Units — Suspension of Redemptions”. During any period of suspension there will be no calculation of the Net Asset Value and the Fund will not be permitted to issue or redeem any Unit. The calculation of the Net Asset Value will resume when trading in the Fund’s securities resumes.

Except as described below, National Instrument 81-106 — *Investment Fund Continuous Disclosure* (“**NI 81-106**”) requires an investment fund, such as the Fund, to calculate its net assets in accordance with Canadian GAAP. Canadian GAAP was modified by the introduction of section 3855 *Financial Instruments — Recognition and Measurement of the handbook of the Canadian Institute of Chartered Accountants*. Section 3855 defines fair value as being the closing bid price for long positions and the closing ask price for short positions, in lieu of the closing or last trade price for all positions. Therefore, the combined effect of NI 81-106 and section 3855 would require the Fund to determine the value of securities listed on a recognized public securities exchange or on NASDAQ using the fair value as defined by section 3855. However, since September 8, 2008, NI 81-106 permits investment funds, such as the Fund, to calculate its net asset value in accordance with Canadian GAAP without giving effect to section 3855 for purposes other than issuing annual or interim financial statements, such as the issue and redemption of Units.

Reporting of Net Asset Value

Prior to the Conversion Date, the NAV and the NAV per Unit will be calculated on each Thursday (or if a Thursday is not a Business Day, the Business Day following such Thursday). On or after the Conversion Date, the NAV per Unit will be calculated on each Business Day. Such information will be provided by the Manager to the Unitholders on request by calling toll-free 1-866-998-8298 or daily via the internet at www.harvestportfolios.com, as applicable.

ATTRIBUTES OF THE UNITS

Units

The Fund is authorized to issue an unlimited number of Units.

Except as provided under “Unitholder Matters — Non-Resident Unitholders”, all Units have equal rights and privileges. Each Unit is entitled to one vote at all meetings of Unitholders and is entitled to participate equally with respect to any and all distributions made by the Fund, including distributions of net income and net realized capital gains, and distributions upon the termination of the Fund. Units are issued only as fully paid and are non-assessable. Units will only be issued through the book-entry only system administered by CDS as described below.

The Declaration of Trust provides that the Fund may not issue additional Units following completion of the Offering, and prior to the Conversion Date, except: (i) at a price that yields net proceeds of not less than 100% of NAV per Unit calculated as of the close of business on the Business Day immediately prior to the pricing of such offering; (ii) by way of Unit distributions; or (iii) with the approval of Unitholders. Immediately after a pro rata distribution of Units to all Unitholders in satisfaction of any non-cash distribution, the number of outstanding Units will be consolidated such that each Unitholder will hold after the consolidation the same number of Units as the Unitholder held before the non-cash distribution, except in the case of a non-resident Unitholder to the extent tax was required to be withheld in respect of the distribution.

Registration of interests in and transfers of the Units will be made only through the book-entry only system of CDS. As a result, the Fund will deliver to CDS a certificate evidencing the aggregate number of Units immediately following the closing of the Offering. Units must be purchased, transferred and surrendered for retraction only through a CDS Participant. All rights of an owner of Units must be exercised through, and all payments or other property to which such owner is entitled will be made or delivered by, CDS and the CDS Participant through which the owner holds such Units. Upon purchase of any Units, the owner will receive only the customary confirmation. References in this prospectus to a holder of Units means, unless the context otherwise requires, the owner of the beneficial interest in such Units.

Neither the Fund, the Trustee, the Custodian, the Manager, the Investment Manager, nor the Agents will have any liability for (i) records maintained by CDS relating to the beneficial interests in the Units or the book-entry only accounts maintained by CDS; (ii) maintaining, supervising or reviewing any records relating to such beneficial ownership interests; or (iii) any advice or representation made or given by CDS and made or given with respect to the rules and regulations of CDS or any action taken by CDS or at the direction of the CDS Participants.

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

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

Market Purchases

The Fund may purchase Units through the facilities of the TSX if the Manager determines that such purchases are in the best interest of the Fund. Purchases of Units by the Fund will be subject to compliance with any applicable regulatory requirements and limitations.

UNITHOLDER MATTERS

Meetings of Unitholders

A meeting of Unitholders may be convened by the Manager at any time and must be convened if requisitioned by the holders of not less than 25% of the Units then outstanding by a written requisition specifying the purpose of the meeting. Prior to the Conversion Date, not less than 21 days' and not more than 50 days' notice will be given of any meeting of Unitholders. The quorum at any such meeting is two Unitholders present in person or by proxy except for the purpose of any meeting called by Unitholders to consider item (c) under "Unitholder Matters — Matters Requiring Unitholder Approval" in which case the quorum shall be Unitholders holding 25% of the outstanding Units. If no quorum is present at such meeting when called, the meeting, if called on the requisition of Unitholders, will be terminated and otherwise will be adjourned for not less than 10 days and at the adjourned meeting the Unitholders then present in person or represented by proxy will form the necessary quorum. At any such meeting, each Unitholder will be entitled to one vote for each Unit registered in the Unitholder's name.

The Fund does not intend to hold annual meetings of Unitholders.

Matters Requiring Unitholder Approval

Prior to the Conversion, any matter to be considered at a meeting of Unitholders, other than certain matters requiring the approval by Extraordinary Resolution as set out below, require the approval of Unitholders by Ordinary Resolution. Pursuant to the Declaration of Trust, the following matters require approval by Extraordinary Resolution:

- (a) a change in the investment objectives of the Fund, unless such change is necessary to ensure compliance with applicable laws, regulations or other requirements imposed by applicable regulatory authorities from time to time;
- (b) any change in the basis of calculating fees or other expenses that are charged to the Fund that could result in an increase in charges to the Fund other than a fee or expense charged by a person or company that is at arm's length to the Fund and for which Unitholders are sent a written notice of such change at least 60 days before the effective date of such change;
- (c) a change of the manager of the Fund, other than to an affiliate of the Manager;
- (d) the issuance of additional Units other than (a) in connection with any offering of rights, warrants or options to existing Unitholders to acquire Units from treasury; (b) for net proceeds per Unit not less than the NAV per Unit calculated on the date immediately prior to the pricing of the offering, or (c) by way of a distribution paid in additional Units;
- (e) other than in connection with the Conversion, a reorganization with, or transfer of assets to, another entity if the Fund ceases to continue after the reorganization or transfer of assets;

- (f) other than in connection with the Conversion, a reorganization with, or acquisition of assets of, another entity if the Fund continues after the reorganization or acquisition of assets and the transaction would be a material change to the Fund;
- (g) any proposal made by the Manager to amend the terms of, or to not implement, the Conversion, provided that Unitholders are given the right to redeem their Units at the NAV per Unit prior to the implementation of the amended Conversion or in connection with the decision not to implement the Conversion, as the case may be; or
- (h) a termination of the Fund, other than as described under “Termination of the Fund” or in connection with the Conversion.

On and after the Conversion Date, Unitholders will be permitted to vote on all matters that require Unitholder approval under NI 81-102. These matters include, in respect of the Fund:

- (a) any (i) change in the basis of the calculation of a fee or expense charged to the Fund that could result in an increase in charges to the Fund, or (ii) a new fee or expense is introduced that could result in an increase in charges to the Fund (except as disclosed elsewhere in this prospectus);
- (b) a change of the Manager, unless the new manager is an affiliate of the Manager;
- (c) a change in the fundamental investment objectives of the Fund;
- (d) a change of the auditor of the Fund;
- (e) a decrease in the frequency of the calculation of the Net Asset Value per Unit of the Fund; and
- (f) a material reorganization of the Fund.

The Unitholders will also be permitted to vote on any modification, amendment, alteration or deletion of rights, privileges or restrictions attaching to the Units which would have a material adverse effect on the interest of the Unitholders. No amendment may be made to the Declaration of Trust which would have the effect of reducing the expenses reimbursable to the Manager or terminating the Manager unless the Manager, in its sole discretion, consents.

Amendments to the Declaration of Trust

The Trustee at the request of the Manager may, without the approval of or notice to Unitholders, amend the Declaration of Trust for certain limited purposes specified therein, including to:

- (a) remove any conflicts or other inconsistencies which may exist between any terms of the Declaration of Trust and any provisions of any law or regulation applicable to or affecting the Fund;
- (b) make any change or correction in the Declaration of Trust which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;
- (c) bring the Declaration of Trust into conformity with applicable laws, rules and policies of Canadian securities regulators or with current practice within the securities industry, provided that any such amendment does not adversely affect the pecuniary value of the interests of the Unitholders;
- (d) maintain the status of the Fund as a “mutual fund trust” for the purposes of the Tax Act or to respond to amendments to such Act or to the interpretation thereof;
- (e) change the name of the Fund;
- (f) provide added protection or benefit to Unitholders;
- (g) make such modifications as may be necessary or desirable for the purpose of implementing the Conversion;
- (h) divide the capital of the Fund into one or more series of Units and to establish the attributes of each series, provided that the rights of existing Unitholders are not changed in an adverse manner; or

- (i) on and after the Conversion Date, to delete any provisions which have application only prior to the Conversion Date.

Except for changes to the Declaration of Trust that require the approval of Unitholders or changes described above that do not require approval of or prior notice to Unitholders, the Declaration of Trust may be amended from time to time by the Trustee, at the request of the Manager, upon not less than 30 days prior written notice to Unitholders.

Reporting to Unitholders

The Fund will prepare, file and send to Unitholders unaudited semi-annual and audited annual financial statements of the Fund and other documents in accordance with NI 81-106.

Non-Resident Unitholders

The Fund was not established and shall not be maintained for the benefit of one or more non-resident persons within the meaning of the Tax Act. At no time may non-residents of Canada and partnerships (other than “Canadian partnerships” as defined in the Tax Act) be the beneficial owners of more than 50% of the Units and the Trustee shall inform the Registrar and Transfer Agent of this restriction. The Trustee may require a declaration as to the jurisdiction in which a beneficial owner of Units is resident and, if a partnership, as to its status as a “Canadian partnership”. If the Trustee becomes aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that the beneficial owners of 40% or more of the Units then outstanding are, or may be, non-residents and/or partnerships (other than “Canadian partnerships”), or that such a situation is imminent, the Trustee may make a public announcement thereof and the Trustee may send a notice to such non-resident Unitholders and partnerships, chosen in inverse order to the order of acquisition or in such manner as the Trustee may consider equitable and practicable, requiring them to dispose of their Units or a portion thereof to residents of Canada within a specified period of not less than 30 days. If the Unitholders receiving such notice have not disposed of the specified number of Units or provided the Trustee with satisfactory evidence that they are not non-residents or partnerships (other than “Canadian partnerships”) within such period, the Trustee may redeem or, on behalf of such Unitholders, dispose of such Units. Upon such redemption or sale, the affected Unitholders shall cease to be beneficial Unitholders of Units and their rights shall be limited to receiving the redemption price or the net proceeds of sale of such Units.

TERMINATION OF THE FUND

The Fund does not have a fixed termination date. However, the Fund may be terminated at any time upon not less than 90 days written notice by the Trustee provided that the prior approval of Unitholders has been obtained by a majority vote at a meeting of Unitholders called for that purpose (the “**Termination Date**”); provided, however, that the Trustee may, in its discretion, on 60 days notice to Unitholders, terminate the Fund without the approval of Unitholders if, in the opinion of the Trustee, the NAV of the Fund is reduced as a result of redemptions or otherwise so that it is no longer economically feasible to continue the Fund. The Fund will also issue a press release ten days prior to the Termination Date setting forth the details of the termination including the fact that, upon termination, the net assets of the Fund will be distributed to Unitholders on a pro rata basis. Immediately prior to the termination of the Fund, including on the Termination Date, the Trustee will, to the extent possible, convert the assets of the Fund to cash and after paying or making adequate provision for all of the Fund’s liabilities, distribute the net assets of the Fund to the Unitholders as soon as practicable after the date of termination or any unliquidated assets may be distributed in specie rather than in cash, subject to compliance with any securities or other laws applicable to such distributions.

USE OF PROCEEDS

The Fund will use the proceeds from the sale of Units as follows (excluding the Units sold pursuant to the exercise of the Over Allotment Option):

	Minimum Offering	Maximum Offering
Gross proceeds to the Fund	\$20,000,000	\$100,000,00
Agents’ fees	\$1,050,000	\$5,250,000
Expenses of issue	\$300,000	\$650,000
Net proceeds to the Fund	<u>\$18,650,000</u>	<u>\$94,100,000</u>

The Fund will use the net proceeds of the Offering (including any net proceeds from the exercise of the Over Allotment Option) to invest in securities in accordance with the investment objectives and restrictions of the Portfolio as described herein. See “Investments Objectives” and “Investment Restrictions”. Harvest anticipates that the net proceeds of the Offering will be substantially invested within 30 days from the Closing Date. Pending such investment, the cash portion of the net proceeds will be invested in money market instruments.

PLAN OF DISTRIBUTION

Pursuant to the Agency Agreement between the Agents, Harvest, the Investment Manager and the Fund, the Agents have agreed to offer the Units for sale, as agents of the Fund, on a best efforts basis, if, as and when issued by the Fund. The Agents will receive a fee equal to \$0.63 (5.25%) for each Unit sold and will be reimbursed for reasonable out of pocket expenses incurred by them. The Agents may form a sub-agency group including other qualified investment dealers and determine the fee payable to the members of such group, which fee will be paid by the Agents out of their fees. While the Agents have agreed to use their best efforts to sell the Units offered hereby, the Agents will not be obligated to purchase Units that are not sold.

The Fund has granted the Agents an Over-Allotment Option, exercisable in whole or in part at any time and from time to time during the period of 30 days following the Closing, to purchase an aggregate of up to 15% of the aggregate number of Units issued at the Closing on the same terms set forth above. To the extent that the Over-Allotment Option is exercised, the additional Units will be purchased at the Offering Price and the Agents will be entitled to a fee of \$0.63 per Unit in respect of each Unit purchased. This prospectus also qualifies the granting of the Over-Allotment Option and the distribution of Units that may be offered in relation to the Over-Allotment Option. A purchaser who acquires Units forming part of the Agents’ over-allocation position acquires such Units under this prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See “Plan of Distribution”.

The TSX has conditionally approved the listing of the Units. The listing is subject to the Fund fulfilling all the requirements of the TSX on or before February 17, 2011. The Units will be listed on the TSX under the symbol HSI.UN.

If subscriptions for a minimum of 1,666,667 Units have not been received within 90 days following the date of issuance of a final receipt for the prospectus, the Offering may not continue without the consent of the securities authorities and those who have subscribed for Units on or before such date. Under the terms of the Agency Agreement, the Agents may, at their discretion on the basis of their assessment of the state of the financial markets and upon the occurrence of certain stated events, terminate the Agency Agreement. Cash proceeds from subscriptions will be held by the Agents until Closing. If the minimum Offering is not achieved and the necessary consents are not obtained or if the Closing does not occur for any reason, subscription proceeds received from prospective purchasers will be returned to such purchasers promptly without interest or deduction. Subscriptions for Units will be received subject to rejection or allotment in whole or in part. The right is reserved to close the subscription books at any time without notice. Closing is expected to take place on or about December 17, 2010, or such later date that is on or before January 14, 2011, as may be agreed upon by the Fund and the Agents.

Pursuant to policy statements of certain Canadian securities regulators, the Agents may not, throughout the period of distribution, bid for or purchase Units. The foregoing restriction is subject to certain exceptions, on the conditions that the bid or purchase not be engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Units. Such exceptions include a bid or purchase permitted under applicable by laws and rules of the relevant self regulatory authorities relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. Pursuant to the first mentioned exception, in connection with the Offering, the Agents may over allot and may effect transactions to cover their over allotted position. Such transactions, if commenced, may be discontinued at any time.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Harvest will receive the fees described under “Fees and Expenses” for its services to the Fund and will be reimbursed by the Fund for all expenses incurred in connection with the operation and administration of the Fund.

PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD

The proxies associated with securities held by the Fund will be voted by the Investment Manager in the best interests of Unitholders. The Investment Manager considers the “best interests” of Unitholders to mean their best long-term economic interests. The Investment Manager maintains policies and procedures that are designed to be guidelines for the voting of proxies; however, each vote is ultimately cast on a case-by-case basis, taking into consideration the relevant facts and circumstances at the time of the vote.

The Investment Manager’s proxy voting policies and procedures set out various considerations that the Investment Manager will address when voting, or refraining from voting, proxies, including that:

- (a) the Investment Manager will generally vote with management on routine matters related to the operation of an issuer that are not expected to have a significant economic impact on the issuer and/or its shareholders;
- (b) the Investment Manager will review and analyze on a case-by-case basis, non-routine proposals that are more likely to affect the structure and operation of the issuer and to have a greater impact on the value of the investment;
- (c) the Investment Manager may abstain from voting a proxy if it concludes that (i) the effect on Unitholders’ economic interests or the value of the portfolio holding is indeterminable or insignificant or (ii) the cost of voting is disproportionate to the economic impact the vote would have on the portfolio holdings; and
- (d) any material conflicts that may arise will be resolved in the best interests of the Unitholders and potential procedures to deal with any conflict are identified.

A proxy voting committee of the Investment Manager administers and oversees the proxy voting process. The proxy committee reviews both the proxy voting policies and procedures for their continued effectiveness and appropriateness and the voting practices of the Investment Manager from time to time. In addition, the Manager has reviewed these policies and procedures and will monitor proxy voting by the Investment Manager on behalf of the Fund to ensure that such policies and procedures are followed and that the voting of proxies is carried out in the best interests of Unitholders.

The current proxy voting policies and procedures of the Investment Manager are available to Unitholders on request, at no cost, by calling toll-free 1-888-482-2007. The Investment Manager will publish the Fund’s proxy voting records on an annual basis, commencing in 2010, on its website at www.avenueinvestment.com.

MATERIAL CONTRACTS

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

- (a) the Declaration of Trust described under “Organization and Management Details of the Fund”;
- (b) the Management Agreement described under “Organization and Management Details of the Fund”;
- (c) the Investment Management Agreement as described under “Organization and Management Details of the Fund”;
- (d) the Agency Agreement described under “Plan of Distribution”; and
- (e) the Custodian Agreement described under “Organization and Management Details of the Fund”.

Copies of the foregoing agreements, after the execution thereof, may be inspected during business hours at the principal office of the Fund during the course of distribution of the Units offered hereby. Any of the foregoing contracts that are not executed prior to the filing of this prospectus will be filed with the securities regulatory authorities forthwith after such contract is entered into.

EXPERTS

Borden Ladner Gervais LLP and Blake, Cassels & Graydon LLP have prepared the opinion as to certain tax matters as described under “Income Tax Considerations”.

The Fund's auditors are PricewaterhouseCoopers LLP, Chartered Accountants, who have prepared an independent auditors' report dated November 26, 2010 in respect of the Fund's statement of financial position as at November 26, 2010. PricewaterhouseCoopers LLP has advised that they are independent with respect to the Fund within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

None of these professional firms has any registered or beneficial interest, direct or indirect, in the securities of the Fund or of an associate or affiliate of the Fund.

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

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

AUDITORS' CONSENT

We have read the prospectus of Harvest Sustainable Income Fund (the "**Fund**") dated November 26, 2010 relating to the issue and sale of units of the Fund. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the use in the above mentioned prospectus of our report to the Trustee of the Fund on the statement of financial position of the Fund as at November 26, 2010. Our report is dated November 26, 2010.

Toronto, Canada
November 26, 2010

(Signed) "PricewaterhouseCoopers LLP"
Chartered Accountants
Licensed Public Accountants

AUDITORS' REPORT

To the Trustee of Harvest Sustainable Income Fund

We have audited the statement of financial position of Harvest Sustainable Income Fund (the “**Fund**”) as at November 26, 2010. This financial statement is the responsibility of the Fund’s management. Our responsibility is to express an opinion on this financial statement based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, this financial statement presents fairly, in all material respects, the financial position of the Fund as at November 26, 2010 in accordance with Canadian generally accepted accounting principles.

Toronto, Canada
November 26, 2010

(Signed) “PricewaterhouseCoopers LLP”
Chartered Accountants
Licensed Public Accountants

**HARVEST SUSTAINABLE INCOME FUND
STATEMENT OF FINANCIAL POSITION**

As at November 26, 2010

ASSETS

Cash..... \$12

UNITHOLDER'S EQUITY

Unitholder's Equity (Notes 1 and 2): 1 Unit..... \$12

Approved by the Board of Directors of Harvest Portfolios Group Inc.:

(Signed) "Michael Kovacs"
Director

(Signed) "Townsend Haines"
Director

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

**HARVEST SUSTAINABLE INCOME FUND
NOTES TO STATEMENT OF FINANCIAL POSITION**

1. NATURE OF OPERATIONS

Harvest Sustainable Income Fund (the “**Fund**”) is a closed-end fund governed by the laws of the Province of Ontario pursuant to a declaration of trust (the “**Declaration of Trust**”) dated November 26, 2010, by Harvest Portfolios Group Inc. (“**Harvest**” or the “**Manager**”), as manager and trustee of the Fund. Pursuant to the Declaration of Trust, Harvest in its capacity as trustee of the Fund, is holding in trust the sum of \$12.00 which Harvest has contributed and which constitutes the initial trust property of the Fund. The Fund is authorized to issue an unlimited number of Units (the “**Units**”).

This prospectus qualifies the issuance of units (the “**Units**”) of the Fund (the “**Offering**”) at a price of \$12.00 per Unit.

Prior to the Conversion, Unitholders may redeem their Units monthly as described in the Declaration of Trust. After the Conversion, Unitholders may redeem their Units at the net asset value (the “**NAV**”) on a daily basis.

The NAV per Unit will be calculated as of 4:15 p.m. (Toronto time) on each Thursday during the year (or, if a Thursday is not a Business Day, the Business Day following such Thursday) and on the last Business Day of each month (the “**Valuation Time**”). The NAV on a particular date will be equal to the aggregate value of the assets of the Fund less the aggregate value of the liabilities of the Fund, including any income, net realized capital gains or other amounts payable to Unitholders on or before such date expressed in Canadian dollars at the applicable exchange rate on such date.

The Fund’s investment objectives are:

- (i) to provide holders of Units (“**Unitholders**”) with monthly distributions; and
- (ii) to provide Unitholders with long-term capital preservation while reducing volatility.

The Fund will become an open-end mutual fund on December 12, 2012. On and after the Conversion, the Units will be redeemable at NAV per Unit on a daily basis, at such time the Units will be delisted and the Fund will become subject to NI 81-102.

2. MANAGEMENT FEES AND OTHER EXPENSES

Pursuant to the Management Agreement, Harvest is the manager of the Fund and, as such, is responsible for providing or arranging for required general and administrative services to the Fund.

Pursuant to the terms of the Management Agreement, Harvest is entitled to a fee at an annual rate of 1.25% of NAV, plus an amount equal to the Servicing Fee (as defined below) plus applicable taxes. Fees payable to Harvest will be calculated and payable monthly based on the average NAV of the Fund calculated at the Valuation Time. The management fee will be paid in cash.

Prior to the Conversion Date, the Manager will pay to registered dealers a servicing fee (the “**Servicing Fee**”) equal to 0.40% annually of the NAV per Unit for each Unit held by clients of the registered dealers (calculated and paid at the end of each calendar quarter commencing on Closing, plus applicable taxes). On and after the Conversion Date, the Manager will pay the Servicing Fee equal to 1.00% annually of the NAV per Unit for each Unit held by clients of the registered dealers (calculated and paid at the end of each calendar quarter commencing on the Conversion Date, plus applicable taxes).

State Street Trust Company Canada (the “**Custodian**”) acts as custodian of the assets of the Fund and is also responsible for certain aspects of the Fund’s day to day operations. In consideration for the services provided by the Custodian, the Fund will pay a monthly fee to be agreed upon between the Custodian and Harvest.

In consideration for the services provided by the trustee of the Fund (except when the Manager is the trustee of the Fund), the Fund will pay a monthly fee to be agreed upon between the trustee of the Fund and Harvest.

HARVEST SUSTAINABLE INCOME FUND
NOTES TO STATEMENT OF FINANCIAL POSITION (continued)

2. MANAGEMENT FEES AND OTHER EXPENSES (continued)

Pursuant to the Declaration of Trust, the Fund will pay for all ordinary expenses incurred in connection with its operation and administration. It is expected that these expenses will include, without limitation: mailing and printing expenses for periodic reports to Unitholders and other Unitholder communications including marketing and advertising expenses; fees payable to the registrar and transfer agent; any reasonable out-of-pocket expenses incurred by the Manager or its agents in connection with their on-going obligations to the Fund; fees payable to the auditors and legal advisors of the Fund; fees and expenses of the Independent Review Committee; regulatory filing, stock exchange and licensing fees; any expenses in connection with the Conversion (unless the Fund merges with another fund, in which case the Manager will bear the cost); and any expenditures incurred upon the termination of the Fund. The aggregate amount of these fees and expenses is estimated to be \$230,000 per annum.

The expenses of the Offering (including the costs of creating the Fund, the costs of printing and preparing this prospectus, legal expenses of the Fund, marketing expenses and legal and other out of pocket expenses incurred by the Agents and certain other expenses) will, together with the Agents' fees, be paid from the gross proceeds of the Offering. The Offering expenses are estimated to be \$650,000. The Manager has agreed to pay all expenses incurred in connection with the Offering, other than the Agents' fees, that exceed 1.5% of the gross proceeds of the Offering. The expenses of the Offering, together with the Agents' fees, payable by the Fund, will be reflected as a reduction of Unitholders' Equity.

Prior to Conversion, the Fund is authorized to borrow for the purpose of making investments in accordance with its investment objectives and restrictions, and to pledge its assets to secure the borrowings. After Closing, the Fund intends to enter into a loan facility with one or more Canadian chartered banks ("**Loan Facility**"). The Loan Facility will permit the Fund to borrow an amount not exceeding 20% of the value of the total assets of the Fund (25% of NAV) at the time of draw down. The interest rate, fees and expenses under the Loan Facility are expected to be typical of similar credit facilities. Once the net proceeds from the Offering have been fully invested, the Fund expect to fully utilize the entire Loan Facility.

CERTIFICATE OF THE ISSUER, THE MANAGER AND THE PROMOTER

Dated: November 26, 2010

This prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of each province and territory of Canada.

Harvest Portfolios Group Inc.
(as Manager, Promoter and on behalf of the Fund)

(Signed) "MICHAEL KOVACS"
Chief Executive Officer and President

(Signed) "TOWNSEND HAINES"
Chief Financial Officer

On behalf of the Board of Directors of Harvest Portfolios Group Inc.
(as Manager, Promoter and on behalf of the Fund)

(Signed) "MICHAEL KOVACS"
Director

(Signed) "TOWNSEND HAINES"
Director

(Signed) "NICK BONTIS"
Director

CERTIFICATE OF THE AGENTS

Dated: November 26, 2010

To the best of our knowledge, information and belief, this prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of each province and territory of Canada.

BMO NESBITT BURNS INC.

CIBC WORLD MARKETS INC.

RBC DOMINION SECURITIES INC.

(Signed) "ROBIN G. TESSIER"

(Signed) "MICHAEL D. SHUH"

(Signed) "EDWARD V. JACKSON"

SCOTIA CAPITAL INC.

(Signed) "BRIAN D. MCCHESENEY"

HSBC SECURITIES (CANADA) INC.

NATIONAL BANK FINANCIAL INC.

(Signed) "BRENT LARKAN"

(Signed) "TIMOTHY EVANS"

CANACCORD GENUITY CORP.

**DUNDEE SECURITIES
CORPORATION**

RAYMOND JAMES LTD.

(Signed) "RON SEDRAN"

(Signed) "HAROLD M. WOLKIN"

(Signed) "J. GRAHAM FELL"

DESJARDINS SECURITIES INC.

MACQUARIE PRIVATE WEALTH INC.

**WELLINGTON WEST CAPITAL
MARKETS INC.**

(Signed) "BETH SHAW"

(Signed) "RAYMOND SAWICKI"

(Signed) "SCOTT D. LARIN"

INDUSTRIAL ALLIANCE SECURITIES INC.

**MACKIE RESEARCH CAPITAL
CORPORATION**

(Signed) "LISE DOUVILLE"

(Signed) "DAVID J. KEATING"

*H*ARVEST
PORTFOLIOS GROUP
