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*No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.*

## PRELIMINARY PROSPECTUS

Initial Public Offering

September 28, 2015



## Global Aging Opportunities Growth & Income Fund

### MAXIMUM \$● (● UNITS) \$10.00 PER UNIT

**Global Aging Opportunities Growth & Income Fund** (the “**Fund**”) is a **non-redeemable investment fund** established under the laws of the Province of Ontario. The Fund proposes to offer units (the “**Units**”) and this prospectus qualifies the issuance of Units at a price of \$10.00 per Unit (the “**Offering**”).

The Fund’s investment objectives are to provide holders of Units (the “**Unitholders**”) with (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions through exposure to an actively managed portfolio (the “**Portfolio**”) consisting primarily of global publicly traded equity securities of companies that the Investment Manager (as defined herein) believes will benefit from the aging of the population. See “Investment Objectives”.

Harvest Portfolios Group Inc. (the “**Manager**” or “**Harvest**”) will act as the trustee, manager and promoter of the Fund and will provide all administrative services required by the Fund. See “Organization and Management Details of the Fund – The Manager”.

Amundi Canada Inc., a fully-owned subsidiary of Amundi S.A. (a corporation incorporated under French law) (“**Amundi**”), has been retained as the investment manager for the Fund (the “**Investment Manager**”). The Investment Manager has retained CPR Asset Management, a fully-owned subsidiary of Amundi Group, as sub-advisor for the Fund (the “**Sub-Advisor**”). See “Organization and Management Details of the Fund – The Investment Manager”.

The Manager intends that on or about June 20, 2017, the Fund will, subject to applicable law, which may require Unitholder or regulatory approval, convert into an open-ended mutual fund or merge by way of a tax-deferred merger with an open-ended mutual fund managed by the Manager or an affiliate thereof. In the event of a tax-deferred merger, it is the Manager’s intention that the open-ended mutual fund will have substantially similar investment objectives and investment strategy as the Fund. The expenses associated with any such conversion or merger will be paid by the Manager and not the Fund. See “Conversion of the Fund” and “Income Tax Considerations”.

### **Price: \$10.00 per Unit and (Minimum Purchase: 200 Units)**

	<u>Price to the Public<sup>(1)</sup></u>	<u>Agents’ Fee</u>	<u>Net Proceeds to the Fund<sup>(2)</sup></u>
Per Unit.....	\$10.00	\$0.525	\$9.475
Total Minimum Offering <sup>(3)</sup> .....	\$20,000,000	\$1,050,000	\$18,950,000
Total Maximum Offering <sup>(4)</sup> .....	\$●	\$●	\$●

#### Notes:

- (1) The Offering price was established by negotiation between the Agents (as defined herein) and the Manager.
- (2) Before deducting the expenses of this issue (estimated at \$600,000) 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 2,000,000 Units are sold. If subscriptions for a minimum of 2,000,000 Units have not been received within 90 days following the date of issuance of a final receipt for the final 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 (the “**Closing**”), to purchase additional Units in an amount 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 \$●, the Agents’ fees will be \$● and the net proceeds to the Fund will be \$●. This prospectus also qualifies the granting of the Over-Allotment Option and the distribution of Option Units that may be offered in relation to the Over-Allotment Option. A purchaser who acquires Option Units forming part of the Agents’ over allocation position acquires such Option 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”.

**There are certain risk factors associated with an investment in Units including that the Fund may not be able to meet its Investment Objectives. See “Risk Factors” for a discussion of certain factors that should be considered by prospective purchasers of Units.**

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

**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., Scotia Capital Inc., National Bank Financial Inc., GMP Securities L.P., Canaccord Genuity Corp., Raymond James Ltd., Industrial Alliance Securities Inc., PI Financial Corp., Desjardins Securities Inc., Dundee Securities Ltd., Global Securities Corporation 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 (as 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 ●, 2015 but no later than 90 days after a receipt for the final prospectus is issued (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.

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## GLOSSARY OF TERMS

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

“**ADR**” means American Deposit Receipts representing securities in a foreign issuer that is traded on a U.S. stock exchange.

“**Agency Agreement**” means the agency agreement dated as of ●, 2015 among the Fund, the Manager, the Investment Manager, the Sub-Advisor and the Agents.

“**Agents**” means collectively, BMO Nesbitt Burns Inc., CIBC World Markets Inc., Scotia Capital Inc., National Bank Financial Inc., GMP Securities L.P., Canaccord Genuity Corp., Raymond James Ltd., Industrial Alliance Securities Inc., PI Financial Corp., Desjardins Securities Inc., Dundee Securities Ltd., Global Securities Corporation and Mackie Research Capital Corporation.

“**Amundi**” means Amundi S.A.

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

“**cash equivalents**” means:

- (a) cash on deposit with the Custodian or a broker; or
- (b) an evidence of indebtedness that has a remaining term to maturity of 365 days or less and that is issued, or fully and unconditionally guaranteed as to principal and interest, by:
  - (i) any of the Federal or Provincial Governments of Canada;
  - (ii) the Government of the United States;
  - (iii) a Canadian financial institution;provided that, in the case of (ii) or (iii), such evidence of indebtedness has a rating of at least R 1 (mid) by Dominion Bond Rating Service or the equivalent rating from another approved rating organization; or
- (iv) other cash cover as defined in NI 81-102.

“**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 ●, 2015 or such later date as the Fund and the Agents may agree, but in any event not later than 90 days after a receipt for the final prospectus is issued.

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

“**Conversion Date**” means on or about June 20, 2017, 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 ●, 2015, as it may be amended from time to time.

“**equity securities**” means any securities that represent an interest in an issuer which includes common shares, and securities convertible into or exchangeable for common shares including ADRs, ETFs, and also includes units of real estate investment trusts provided that the determination by the Manager and/or the Investment Manager that a security is an equity security shall be conclusive for all purposes herein.

“**ETF**” means exchange traded fund.

“**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.

“**Fund**” means Global Aging Opportunities Growth & Income Fund, a non-redeemable investment fund established under the laws of Ontario pursuant to the Declaration of Trust.

“**Indicative Portfolio**” means the portfolio of securities that would have been included in the Fund had it been in existence on August 31, 2015.

“**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**” means the investment manager of the Fund, Amundi Canada Inc.

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

“**Management Agreement**” means the management agreement dated ●, 2015, as it may be amended from time to time.

“**Meeting**” means a meeting of holders of Units called in accordance with the Declaration of Trust.

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

“**Monthly Redemption Date**” means the last Business Day of each month in respect of which Units are surrendered for a Monthly Redemption.

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

“**NAV Valuation Time**” means 4:15 p.m. (Toronto time) on each Business Day during the year, and any other time as may be determined by the Manager from time to time.

“**Net Asset Value**” or “**NAV**” means the net asset value of the Fund on a particular date, equal to (i) the aggregate fair value of the assets of the Fund, less (ii) the aggregate fair value of the liabilities of the Fund as more particularly set forth in the Declaration of Trust.

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

“**NI 81-106**” means National Instrument 81-106 *Investment Fund Continuous Disclosure* of the Canadian Securities Administrators, as it may be amended 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.

“**Offering**” means collectively, the offering of Units at a price of \$10.00 per Unit and the offering of additional Units under the Over-Allotment Option at a price of \$10.00 per Unit, all pursuant to this prospectus.

“**Offering Price**” means a price of \$10.00 per Unit.

“**Option Units**” means Units issued under the Over-Allotment Option.

“**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 additional Units in an amount 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.

“**Portfolio Securities**” means the securities held in the Portfolio.

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

“**Reference Exchange Rate**” means the applicable foreign currency/Canadian dollar WM/Reuters closing spot rate determined at 11:00 a.m. (Toronto time) as provided by the valuation agent of the Fund, or another Canadian dollar exchange rate deemed appropriate by the Manager.

“**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 distributed by a “SIFT trust”, as defined in the Tax Act.

“**Sub-Advisor**” means CPR Asset Management.

“**Sub-Advisory Agreement**” means the agreement between the Sub-Advisor and the Investment Manager dated ●, 2015.

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

“**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.

“**Units**” means the class of units of the Fund designated as the “Units”.

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state thereof, and the District of Columbia.

“**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.

“**\$**” means Canadian dollars unless otherwise indicated.

## **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. None of the Manager, the Investment Manager, the Sub-Advisor, the Fund or the Agents have independently verified the accuracy or completeness of any such information and investors should use caution in placing reliance on 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, Investment Manager or Sub-Advisor. The forward looking statements and information are not historical facts but reflect the Fund’s, the Manager’s, the Investment Manager’s and/or the Sub-Advisor’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, the Investment Manager and/or the Sub-Advisor 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. Please see the Glossary for defined terms.*

### THE FUND

The Fund is a non-redeemable investment fund established under the laws of the Province of Ontario pursuant to the Declaration of Trust dated ●, 2015.

### THE OFFERING

**Offering:** The Offering consists of Units.

**Amount:** A minimum of \$20,000,000 of Units (2,000,000 Units) and a maximum of \$● of Units (● Units).

**Offering Price:** \$10.00 per Unit

**Minimum Purchase:** 200 Units (\$2,000)

**Investment Objectives:** The Fund's investment objectives are to provide Unitholders with (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions through exposure to an actively managed portfolio consisting primarily of global publicly traded equity securities of companies that the Investment Manager believes will benefit from the aging of the population.

See "Investment Objectives."

**Investment Strategy:** The Investment Manager will invest in a Portfolio that consists primarily of global publicly traded equity securities of companies that the Investment Manager believes will benefit from the aging of the population, which is expected to be a major, non-cyclical global growth theme.

The Investment Manager has identified the following eight sub-sectors that it believes will benefit from the aging of the population: asset gatherers, dependency, well-being, health care equipment, leisure, pharmaceuticals, security and automobiles. The Investment Manager approaches investing in these sub-sectors from the consumer point of view, looking at two different consumer segments among seniors, being the young retiree segment and the elderly segment. The young retiree segment is looking to spend their lifelong accumulated capital in general on leisure and personal care/products. In contrast, the elderly segment has different needs as they become less mobile, more dependent with particular needs. This segment will mainly need home-care, connected security devices, retirement homes and other senior services.

See "Investment Strategy" and see "Risk Factors" for a discussion of risks relating to the Fund's investment strategy.

**Quarterly Distributions:** The Fund intends to make quarterly cash distributions payable to Unitholders of record on the last Business Day of each quarter and pay such cash distributions on or before the 15th day of the following month. Beginning in November 2016, the Fund will annually determine and announce the Indicative Distribution Amount for the following 12 months based upon the prevailing market conditions. The initial Indicative Distribution Amount will be \$0.10 per Unit per quarter (\$0.40 per annum representing an annual cash distribution of 4.0% based on the \$10.00 per Unit issue price). The initial pro-rated cash distribution is anticipated to be payable on or before January 15, 2016 to Unitholders of record on December 31, 2015.

The current dividend yield on the securities comprising the Indicative Portfolio is approximately 1.28%, net of anticipated withholding taxes. Assuming an offering size of \$100 million and fees and expenses are as disclosed herein, the Portfolio would be required to generate an additional return of approximately 4.70% per annum, net of withholding taxes, including from capital appreciation and an increase in dividends or distributions, in order to allow the Fund to make quarterly cash distributions at the initial Indicative Distribution Amount and to maintain a stable NAV of the Fund. **If the return derived from the Portfolio is less than the amount necessary**

**to fund the quarterly distributions and if the Manager chooses nevertheless to ensure that the quarterly distributions are paid to Unitholders at the initial Indicative Distribution Amount, this will result in a portion of the capital of the Fund being returned to Unitholders and the NAV per Unit being reduced.** In the event it does not do so in such circumstances, distributions will be reduced. It is expected that distributions to Unitholders will primarily be characterized as capital gains, but may also include foreign-source income, returns of capital and other income.

**See “Risk Factors” for a discussion of certain factors that should be considered by prospective purchasers of Units.**

If, in any taxation 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 quarterly 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 to a Unitholder who holds Units as capital property for tax purposes. See “Income Tax Considerations” and “Distribution Policy”.

**Distribution Reinvestment:**

The Fund intends to provide Unitholders with the opportunity to reinvest quarterly cash distributions made by the Fund in additional Units through the distribution reinvestment plan of the Fund described under “Distribution Policy – Distribution Reinvestment Plan”.

**Borrowing:**

The Fund does not intend to borrow money or employ other forms of leverage.

**Foreign Currency Hedging:**

The Fund will be exposed to a number of foreign currencies. It is anticipated that at all times the Portfolio’s foreign currency exposure will be substantially hedged back to the Canadian dollar.

**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 into an open-ended mutual fund or by way of a tax-deferred merger with an open-ended mutual fund managed by the Manager or an affiliate thereof. In the event of a tax-deferred merger, it is the Manager’s intention that the open-ended mutual fund will have substantially similar investment objectives and investment strategy as the Fund. The expenses associated with any such conversion or merger will be paid by the Manager and not the Fund. After the Conversion, the Units will be redeemable at NAV per Unit on a daily basis and the Fund will be subject to the sections of NI 81-102 applicable to mutual funds. See “Conversion of the Fund”.

**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	\$●
Agents’ fees	\$1,050,000	\$●
Expenses of issue	\$300,000	\$●
Net proceeds to the Fund	<u>\$18,650,000</u>	<u>\$●</u>
See “Use of Proceeds”		

**Manager:**

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

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 and  
Sub-Advisor:**

Amundi Canada Inc. (the “**Investment Manager**”) has been retained as the investment manager to select equity securities and actively manage the Portfolio and execute and maintain the currency hedging of the Fund. The Investment Manager is a wholly-owned subsidiary of Amundi, an investment management firm with total assets under management, as at June 30, 2015, of approximately \$1.33 trillion. See “Organization and Management Details of the Fund – The Investment Manager”. CPR Asset Management (the “**Sub-Advisor**”) has been retained as the sub-advisor to perform sub-advisory services to the Fund. The Sub-Advisor is a fully-owned subsidiary of Amundi Group.

**Agents:**

The Fund has engaged BMO Nesbitt Burns Inc., CIBC World Markets Inc., Scotia Capital Inc., National Bank Financial Inc., GMP Securities L.P., Canaccord Genuity Corp., Raymond James Ltd., Industrial Alliance Securities Inc., PI Financial Corp., Desjardins Securities Inc., Dundee Securities Ltd., Global Securities Corporation and Mackie Research Capital Corporation (collectively, the “**Agents**”) as agents to offer Units for sale to the public.

The Fund has granted to the Agents an Over-Allotment Option, exercisable for a period of 30 days from the Closing Date, to purchase additional Units in an amount up to 15% of the Units issued at the Closing at a price of \$10.00 per Unit to cover Over-Allotments, if any. If the Over-Allotment Option is exercised in full under the maximum Offering, the total price to the public will be \$●, the Agents’ fees will be \$● and the net proceeds to the Fund will be estimated to be \$●. This prospectus also qualifies the grant of the Over-Allotment Option and the distribution of the Option Units issuable on the exercise of the Over-Allotment Option. A purchaser who acquires Option Units forming part of the Over-Allotment Option acquires such Option 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”.

<u>Agents’ Position</u>	<u>Maximum Size</u>	<u>Exercise Period</u>	<u>Exercise Price</u>
Over-Allotment Option	● Units	Within 30 days following the Closing Date	\$10.00 per Unit

**Organization  
and  
Management of  
the 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 209 Oakville, Ontario L6K 3V7	Manages the overall business of the Fund
Investment Manager	Amundi Canada Inc. 2000, Avenue McGill College Suite 1920 Montréal, Québec H3A 3H3	Provides portfolio management services to the Fund
Sub-Advisor	CPR Asset Management 90, boulevard Pasteur 75015 Paris France	Provides sub-advisory services to the Fund
Custodian and Valuation Agent	State Street Trust Company Canada 30 Adelaide Street East Toronto, Ontario M5C 3G6	Provides custody and valuation services to the Fund
Auditor	PricewaterhouseCoopers LLP 18 York Street	Provides audit services to the Fund

Suite 2600  
Toronto, Ontario  
M5J 0B2

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”.

**Termination of  
the Fund:**

The Fund does not have a fixed termination date. See “Termination of the Fund”. For details with respect to a Permitted Merger, see “Unitholder Matters”.

**Eligibility for  
Investment:**

Provided that the Fund qualifies as a mutual fund trust within the meaning of the Tax Act, or the Units are listed on a “designated stock exchange” within the meaning of the Tax Act (which includes the TSX), the Units, if issued on the date hereof, would 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”.

Notwithstanding the foregoing, if the Units are “prohibited investments” for the purposes of a particular registered retirement savings plan (“**RRSP**”), registered retirement income fund (“**RRIF**”) or tax free savings account (“**TFSA**”), the annuitant of the RRSP or RRIF or the holder of the TFSA will be subject to a penalty tax as set out in the Tax Act. A “prohibited investment” includes a unit of a trust (i) which does not deal at arm’s length with the annuitant or holder, or (ii) in which the annuitant or holder has a “significant interest”. In general terms, “significant interest” means the ownership of 10% or more of the value of a trust’s outstanding units or interests by the annuitant or holder, either alone or together with persons and partnerships with whom the annuitant or holder does not deal at arm’s length. In addition, the Units will not be a prohibited investment if the Units are “excluded property” as defined in the Tax Act for a particular trust governed by an RRSP, RRIF or TFSA. Annuitants or holders should consult their own tax advisors with respect to whether Units would be prohibited investments, including with respect to whether the Units would be excluded property. See “Income Tax Considerations – Taxation of Registered Plans”.

**Income Tax  
Considerations:**

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. 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 or 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 held as capital property. 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 generally 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”.**

## **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. there being no assurance that the Fund will achieve its investment objectives;
2. the possible loss of investment;
3. there being no guaranteed return on investment;
4. investing in equity securities;
5. investing in issuers with exposure towards aging demographics;
6. investing in real estate investment trusts;
7. volatility and distributions;
8. fluctuations in value of global equity securities;
9. regulatory risk;
10. sensitivity to interest rate fluctuations;
11. risks associated with the use of derivative instruments;
12. Portfolio concentration;
13. reliance on the Manager, Investment Manager and Sub-Advisor;
14. risk regarding Sub-Advisor being a non-resident;
15. the possibility that the Units will trade at a discount to the Net Asset Value per Unit and risks relating to redemptions;
16. nature of the Units;
17. taxation of the Fund;
18. the fact that the Fund is not a mutual fund for securities law purposes and will not be subject to the Canadian policies and regulations that apply to open-end mutual funds;
19. the potential for conflicts of interest;
20. recent global financial developments;
21. the Fund's lack of operating history and the current absence of a public trading market for the Units;
22. the fact that the Fund is not a trust company;
23. changes in legislation; and
24. foreign currency exposure.

See "Risk Factors".

## SUMMARY OF FEES AND EXPENSES PAYABLE BY THE FUND

<u>Type of Charge</u>	<u>Amount and Description</u>
<b>Fees payable to the Agents:</b>	\$0.525 (5.25%) per Unit.
<b>Expenses of Issue:</b>	The Fund will pay the expenses incurred in connection with the Offering of Units by the Fund, which are estimated to be \$600,000 subject to a maximum of 1.5% of the gross proceeds of the Offering.
<b>Management Fee:</b>	An annual management fee (the “ <b>Management Fee</b> ”) of 1.25% of the NAV plus applicable taxes (including HST), will be paid to the Manager. The Management Fee will be calculated and payable monthly in arrears based on the average NAV calculated at each Valuation Time during that month. The Management Fee will be paid in cash. The Investment Manager will be remunerated by the Manager out of the Management Fee. The Sub-Advisor will be remunerated by the Investment Manager.
<b>Operating Expenses:</b>	<p>The Fund will pay for all ordinary expenses incurred in connection with its operation and administration and any applicable HST thereon. It is expected that the expenses for the Fund will include, without limitation: fees payable to the Custodian and other third party services providers, legal, accounting, audit and valuation fees and expenses, fees and expenses of the members of the Independent Review Committee (“<b>IRC</b>”), expenses related to compliance with NI 81-107 – <i>Independent Review Committee for Investment Funds</i>, fees and expenses relating to the voting of proxies by a third party, premiums for insurance coverage for the members of the IRC, costs of reporting to Unitholders, registrar, transfer and distribution agency costs, fees payable to the Plan Agent under the Reinvestment Plan for performing certain financial, record-keeping, Unitholder reporting and general administrative services and for acting as plan agent, listing fees and expenses and other administrative expenses and costs incurred in connection with the continuous public filing requirements, website maintenance costs, taxes, costs and expenses of preparing financial and other reports, costs and expenses arising as a result of complying with all applicable laws, regulations and policies including any costs associated with the printing and mailing costs of any documents that the securities regulatory authorities require be sent or delivered to investors in the Fund and extraordinary expenses that the Fund may incur. Such expenses will also include expenses of any action, suit or other proceedings in which or in relation to which the Manager, the Investment Manager, the Sub-Advisor, the Custodian, the IRC and/or any of their respective officers, directors, employees, consultants or agents is entitled to indemnity by the Fund. The aggregate annual amount of these fees and expenses is estimated to be \$300,000. 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.</p> <p>See “Fees and Expenses – Ongoing Fees and Expenses”.</p>

## THE FUND

### Overview of the Legal Structure of the Fund

The Fund is a non-redeemable investment fund established under the laws of the Province of Ontario pursuant to the Declaration of Trust dated ●, 2015.

The principal and registered office of the Fund and Harvest is located at 710 Dorval Drive, Suite 209, Oakville, Ontario L6K 3V7.

Prior to the Conversion, the Fund will be considered to be a non-redeemable investment fund under the securities legislation of the provinces and territories of Canada and consequently will be subject to the various policies and regulations that apply to non-redeemable investment funds pursuant to National Instrument 81-102 – Investment Funds (“NI 81-102”), as it may be amended from time to time. Prior to the Conversion, the Fund will differ from a mutual fund in a number of respects, most notably as follows: (i) the Units will not be redeemable daily; (ii) the Units are to have a stock exchange listing whereas the securities of most mutual funds do not; and (iii) unlike most mutual funds, the Units will not be offered on a continuous basis. Following the Conversion, the Fund will be subject to NI 81-102 as a mutual fund.

### INVESTMENT OBJECTIVES

The Fund’s investment objectives are to provide Unitholders with (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions through exposure to an actively managed portfolio consisting primarily of global publicly traded equity securities of companies that the Investment Manager believes will benefit from the aging of the population.

### INVESTMENT STRATEGY

#### Investment Strategy

The Investment Manager will invest in a Portfolio that consists primarily of global publicly traded equity securities of companies that the Investment Manager believes will benefit from the aging of the population, which is expected to be a major, non-cyclical global growth theme.

#### Portfolio Selection Process

The Investment Manager has identified the following eight sub-sectors that it believes will benefit from the aging of the population: asset gatherers, dependency, well-being, health care equipment, leisure, pharmaceuticals, security and automobiles.

A description of these sub-sectors is set out below.

**Asset Gatherers:** All asset management firms and private banks are included in this sub-sector in addition to companies with a dominant life insurance business.

**Dependency:** Includes companies engaged in providing services related to and including retirement residences, hospitals, clinics and other dependency related services.

**Well-Being:** Includes companies engaged in providing personal and beauty services and products as well as household products and services.

**Health Care Equipment:** Companies involved in the research and manufacturing of medical equipment and technologies.

**Leisure:** Companies with related exposure to the lifestyles of the aging population and that can be considered as leisure. Included in this sub-sector are travel related companies (hotels, cruises, airlines, railways) as well as television companies and companies that provide services and products related to other leisure activities (DiY, gardening etc.).

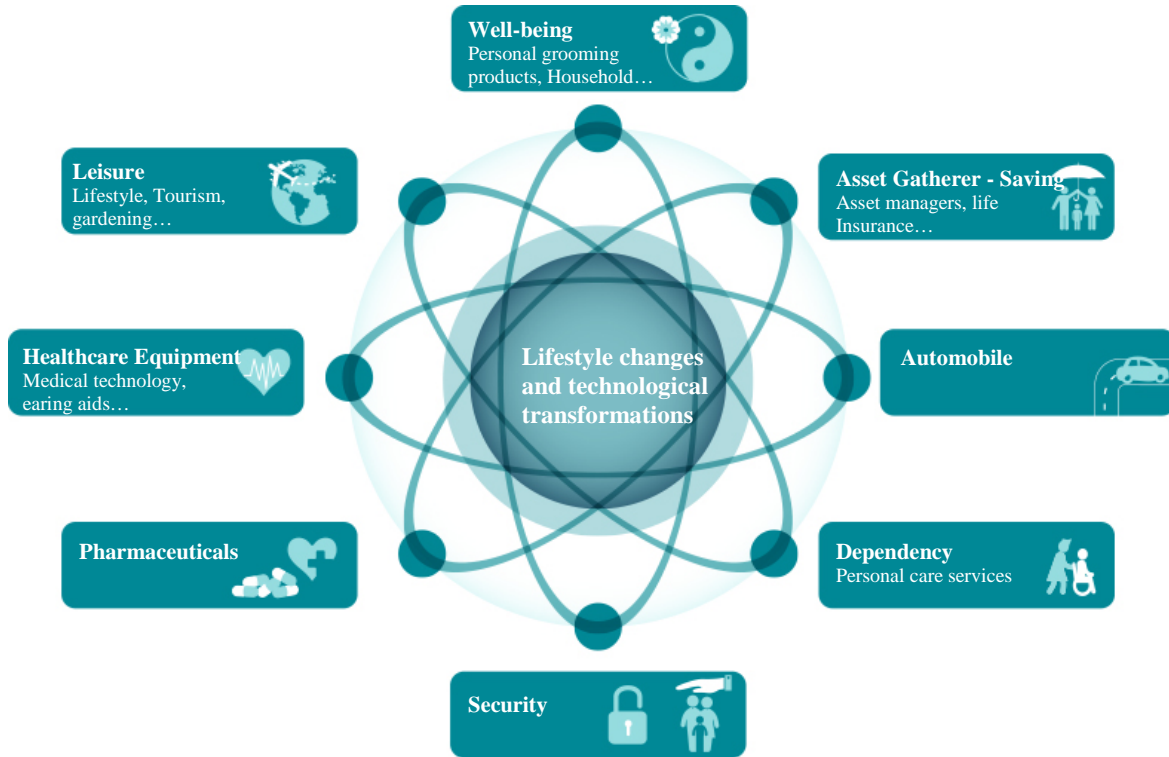
**Pharmaceuticals:** Includes all companies engaged in the research, development and distribution of medications including large pharmaceutical companies, generic drug and specialty pharmaceuticals companies.

**Security:** Includes companies engaged in providing security and related services to seniors.

**Automobiles:** Includes companies with exposure to the manufacture and sale of automobiles.

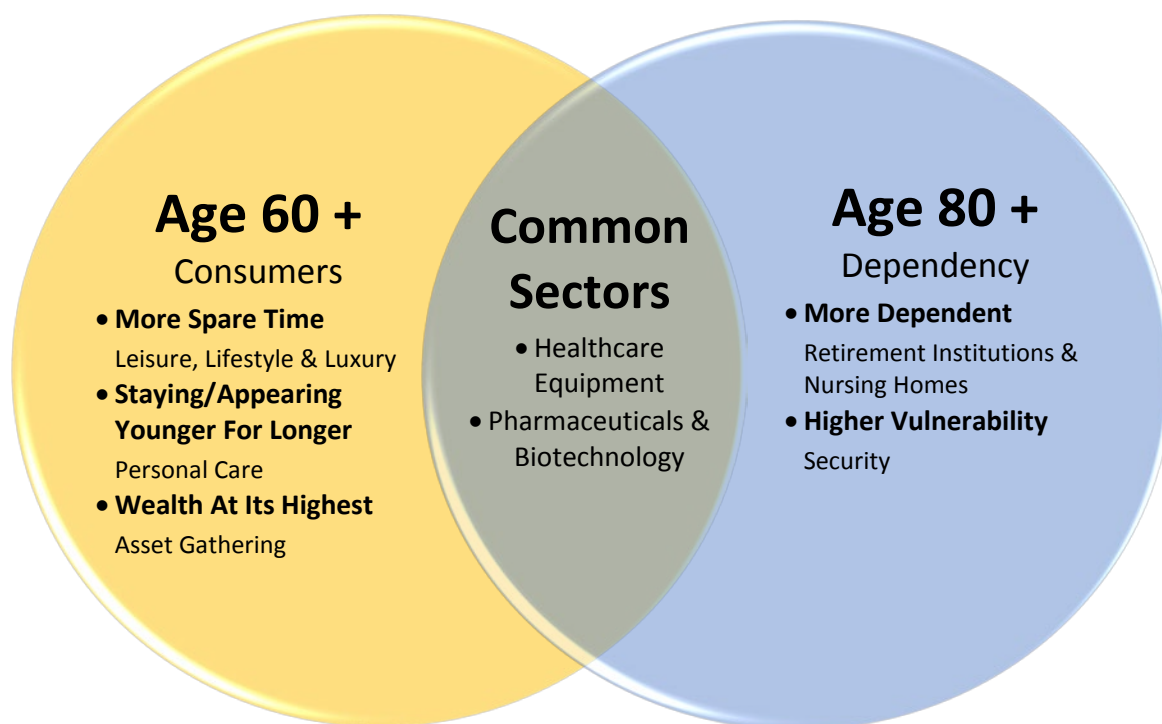
The diagram below shows the key sub-sectors that the Fund will invest in.

**Aging through the consumer prism – Core Sub-Sectors Driven by Aging Demographics**





The Investment Manager approaches investing in these sub-sectors from the consumer point of view, looking at two different consumer segments among seniors, being the young retiree segment and the elderly segment. The young retiree segment is looking to spend their lifelong accumulated capital in general on leisure and personal care/products. In contrast, the elderly segment has different needs as they become less mobile, more dependent with particular needs. This segment will mainly need home care, connected security devices, retirement homes and other senior services. The following chart shows how these two segments overlap:



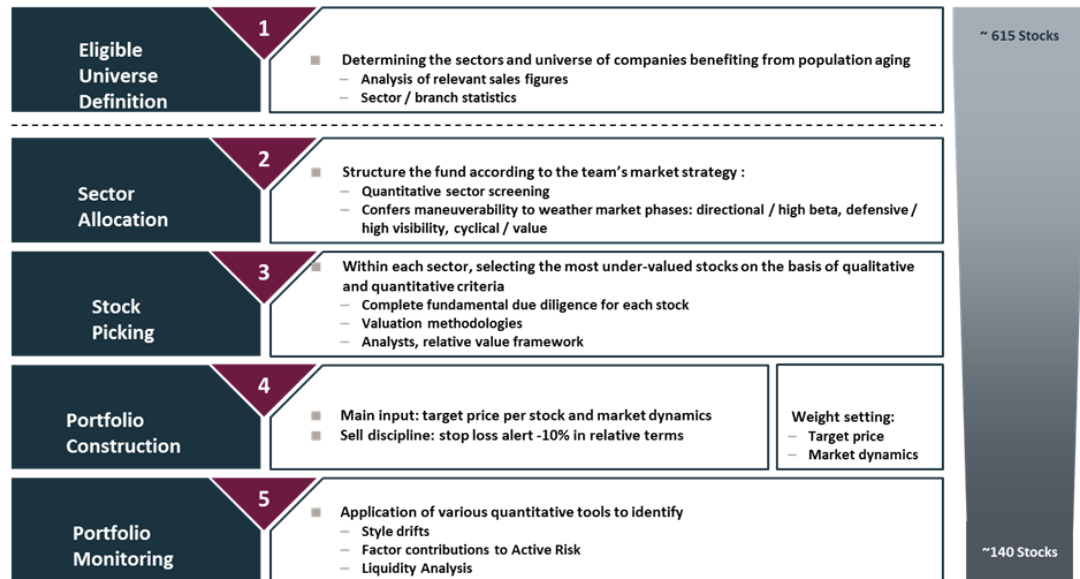
The investment selection process is based on a combined approach, namely a top-down sub-sector allocation process, and a bottom-up security selection process. Sub-sector allocation is performed according to the relative growth outlook for the sub-sectors under a certain number of constraints relating to the construction of the Portfolio.

The Investment Manager will construct the Portfolio based on fundamental, quantitative, liquidity and market capitalization criteria. The selection of securities within each sub-sector is based on both a quantitative and qualitative approach. The quantitative and financial valuation of the investments is supplemented by a qualitative analysis of those investments, in order to gain a better understanding of their growth prospects, and of the soundness of their underlying economic models.

The chart below highlights the investment allocation and selection process:

### Investment Process – Top Down & Bottom Up

#### Investment Process Top-down & Bottom-up approach



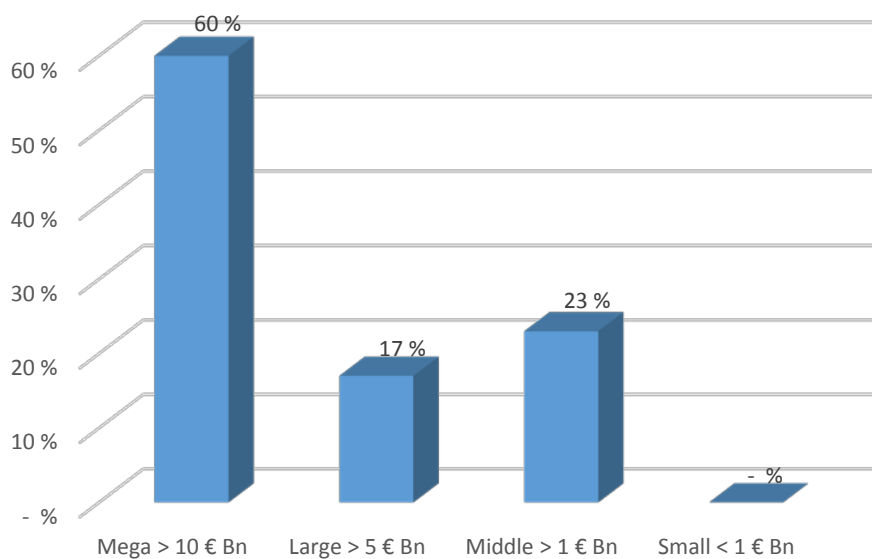
The table below highlights selected Indicative Portfolio constituents by sub-sector:

Sub-Sector Stock Examples			
<b>Asset Gatherers</b>	AXA SA	Aviva PLC	BlackRock Inc.
<b>Dependency</b>	Orpea SA	Daiwa House Industry Co., Ltd	Aramark Corporation
<b>Health Care Equipment</b>	Essilor International SA	Terumo Corporation	Medtronic PLC
<b>Well-Being</b>	L'Oreal SA	Edgewell Personal Care Company	Kao Corporation
<b>Leisure</b>	Norwegian Cruise Line Holdings Ltd.	Resorttrust, Inc.	Carnival Corporation & plc
<b>Pharmaceuticals</b>	Hikma Pharmaceuticals PLC	Takeda Pharmaceutical Company Limited	Allergan PLC

<b>Security</b>	SecuritasAB	-	Assa Abloy AB
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As highlighted in the chart below, companies in the Indicative Portfolio are substantial in size as measured by their market capitalization.

**Market Capitalization Breakdown<sup>(1)</sup>**

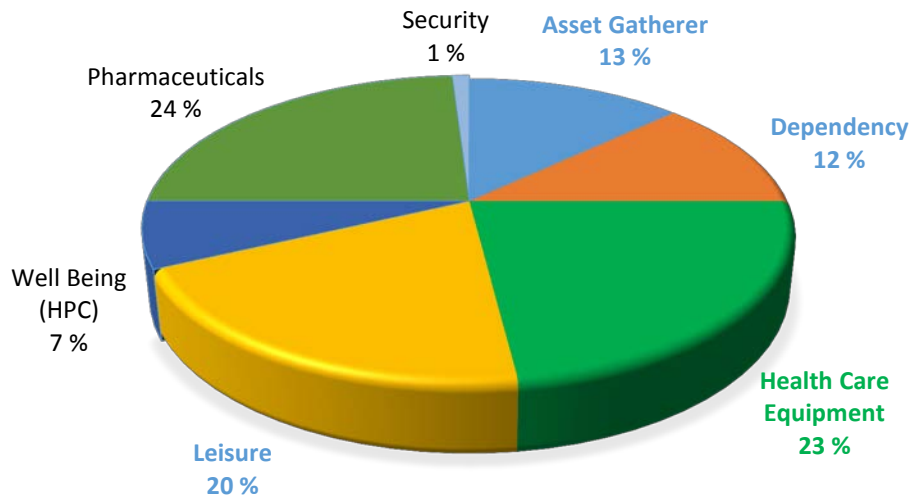


(1) As at August 31, 2015

**Diversification**

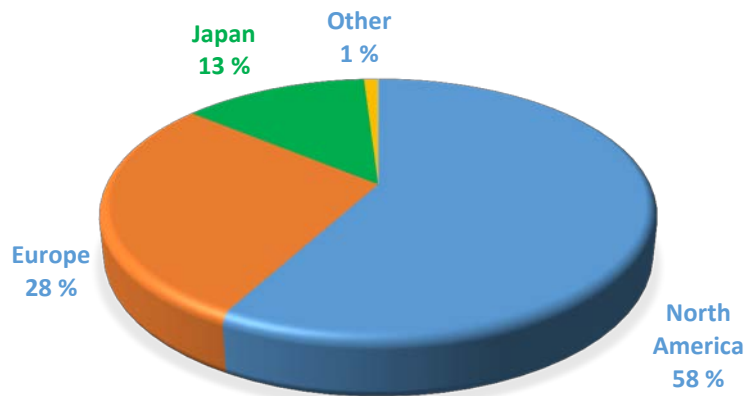
As the charts below highlight, the Manager believes that the Indicative Portfolio offers both geographic and sub-sector diversification towards the aging population phenomenon.

### Sub-Sector Allocations<sup>(1)</sup>



(1) As at August 31, 2015.

### Geographic Diversification<sup>(1)</sup>



(1) As at August 31, 2015

### Foreign Currency Hedging

The Fund will be exposed to a number of foreign currencies. It is anticipated that at all times the Portfolio's foreign currency exposure will be substantially hedged back to the Canadian dollar.

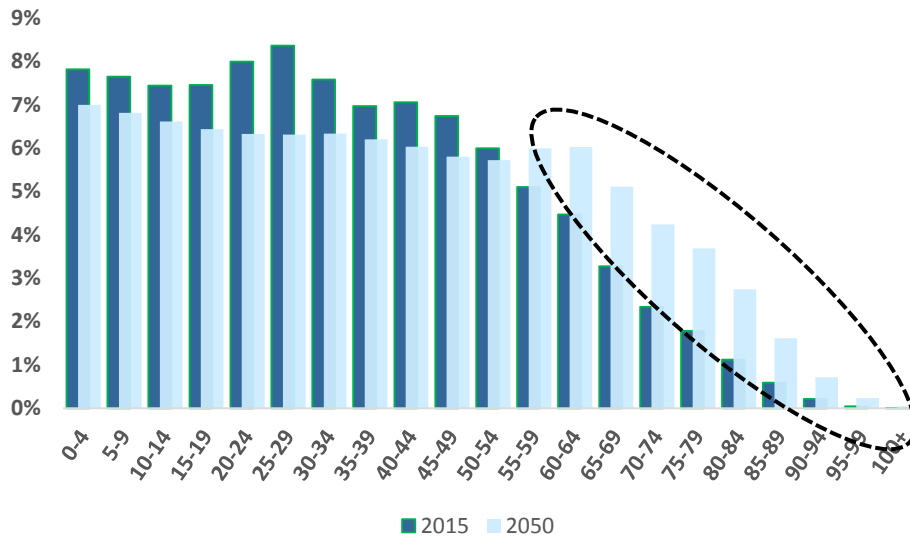
### OVERVIEW OF THE SECTOR THAT THE FUND INVESTS IN

The Fund has been established to provide investors with exposure to an actively managed portfolio comprised of publicly traded equity securities of global companies that the Investment Manager has identified as benefiting from the aging population. The sub-sectors that the Investment Manager has identified as benefiting from the aging of the population are as follows: asset gatherers, dependency, well-being, health care equipment, leisure, pharmaceuticals, security and automobiles.

## Global Aging Populations

The overall aging of the population can be explained by the combination of two factors: a fall in fertility rates and an increase in life expectancy. As the charts below illustrate, the percentage of the population aged 60 or older is expected to increase significantly. The Investment Manager believes that the aging population is one of the few non-cyclical growth themes, particularly in the developed world.

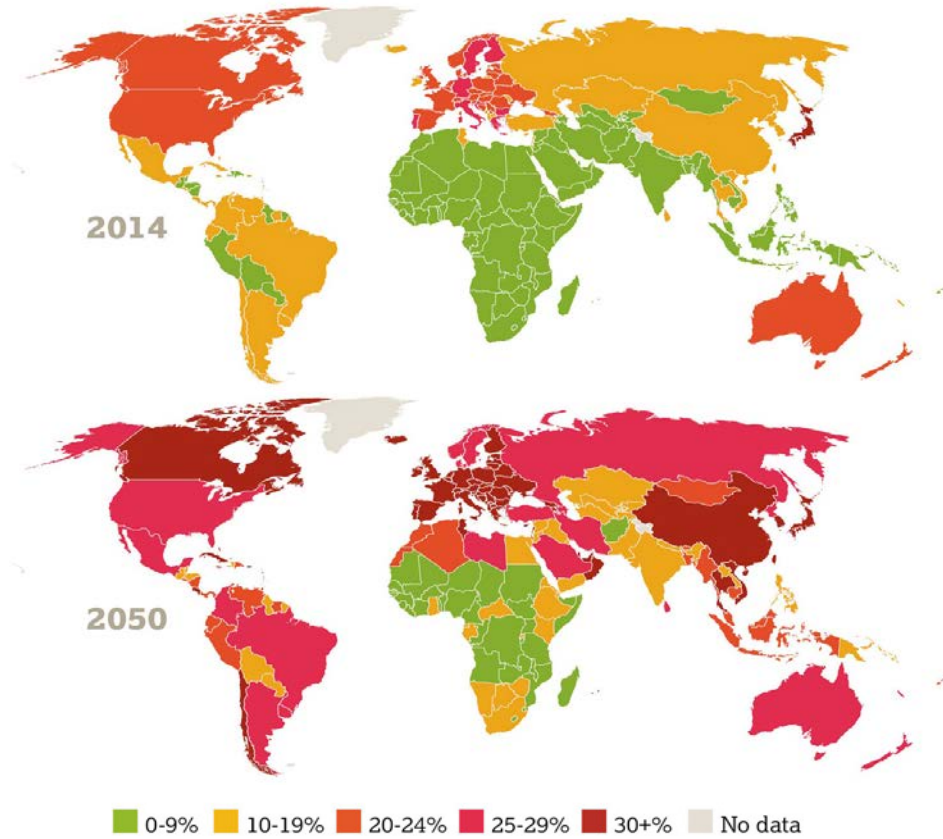
**North America, Europe & Asia % Population by Age**



Source: UNDESA, Population Division, World population prospects: the 2015 revision, constant fertility.

The Investment Manager believes that the aging of the population is a global phenomenon, particularly in the developed world. The chart below compares the proportion of the population 60 years and older around the world from 2014 through to 2050.

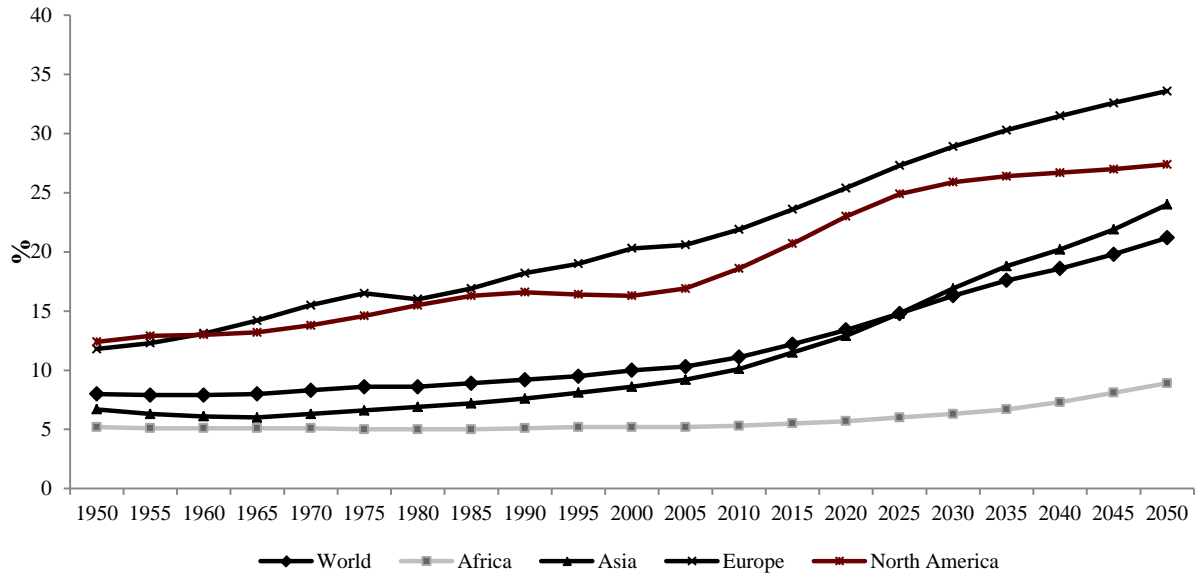
**Over 60 years old population  
A Global Phenomenon**



Source: UNDESA Population Division, World population prospects: the 2012 revision, DVD edition, 2013.

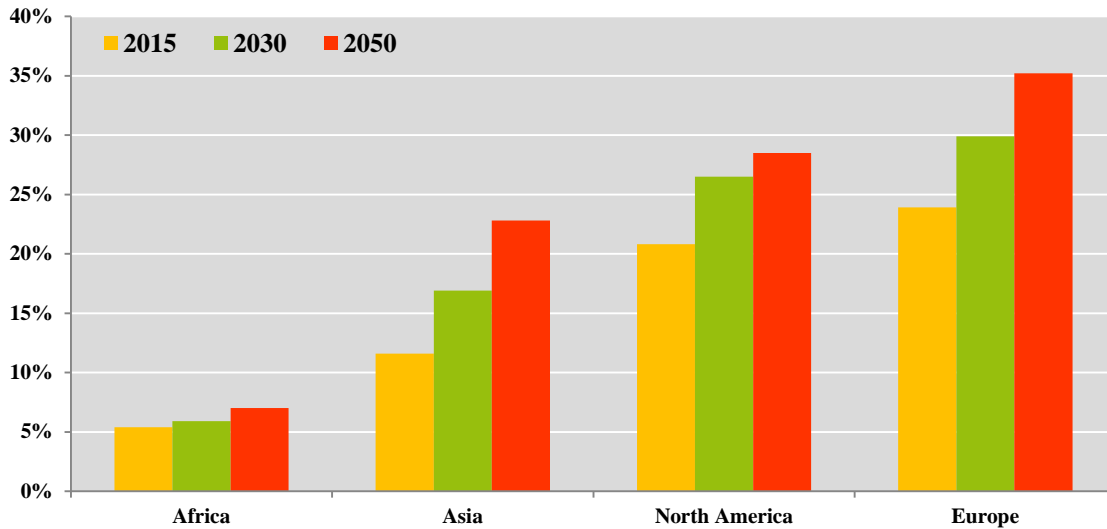
The Investment Manager believes that the aging demographics are global in nature, however, in the near term developed markets have more benefits from the structural shift in the population ages.

### Over Age 60 World Population Select Jurisdictions



Source: United Nations World Population Growth Prospects, 2012.

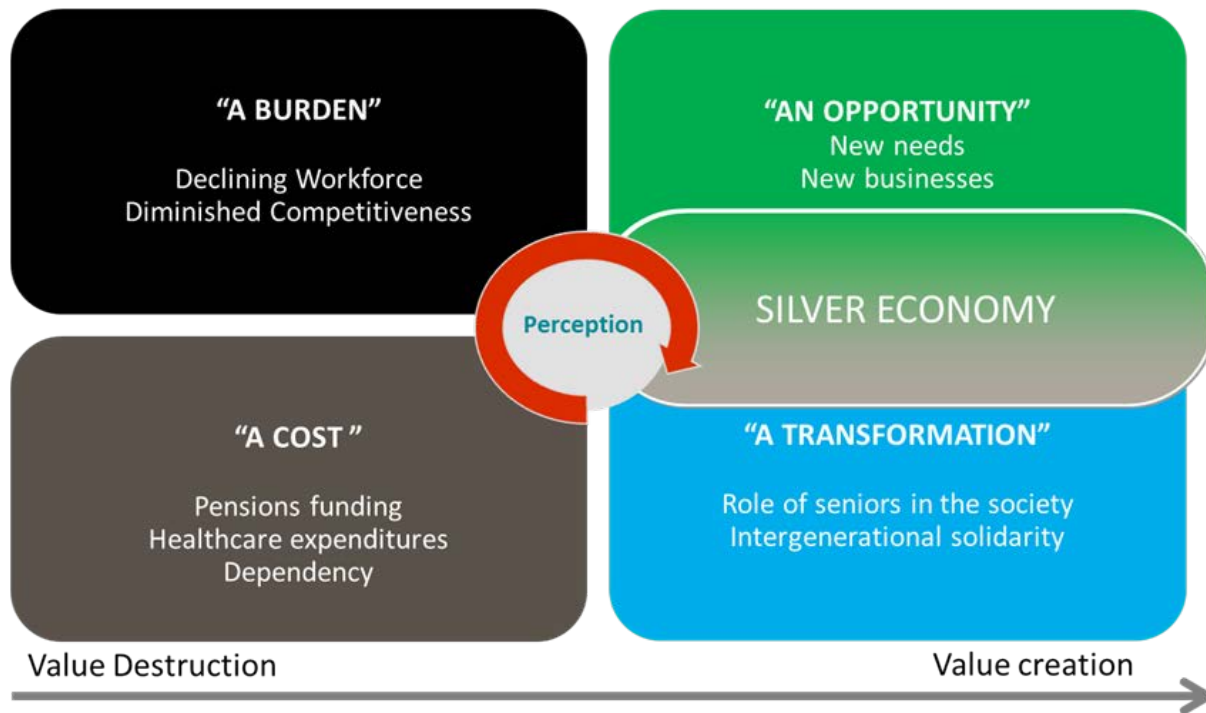
### Over 60 years old population proportion in %



Source: UNDESA, Population Division, World population prospects: the 2015 revision.

### Aging Population – A burden or new opportunity

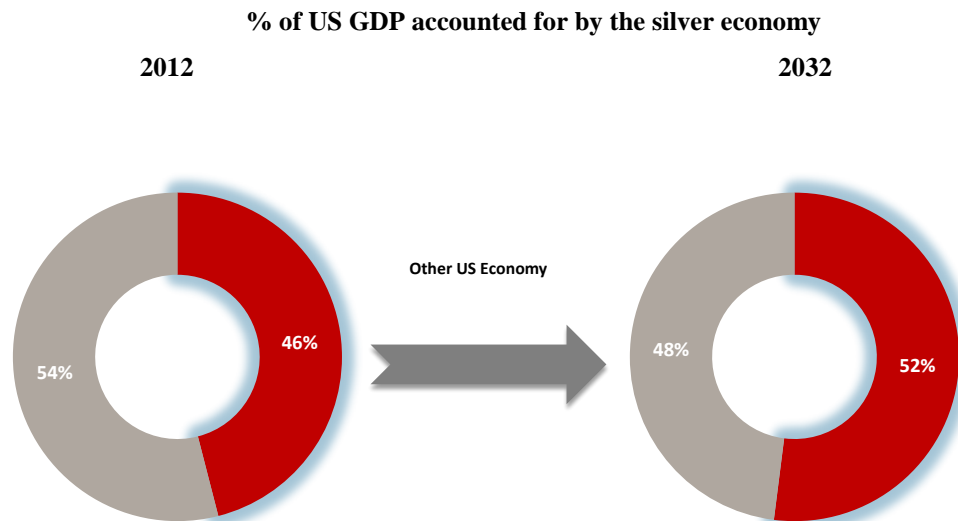
Rather than perceiving the aging population as a burden (reduced competitiveness, increasing healthcare expenditures and increasing pension funding requirements, etc.), the Investment Manager believes that the aging of the population is an opportunity as new businesses and services are created to accommodate the demographic shift.



Source: CPR Asset Management

According to Oxford Economics, the amount of economic activity serving the needs of older Americans is already a significant contributor to GDP and is expected to significantly grow in the coming decades.

### Growth of the silver economy



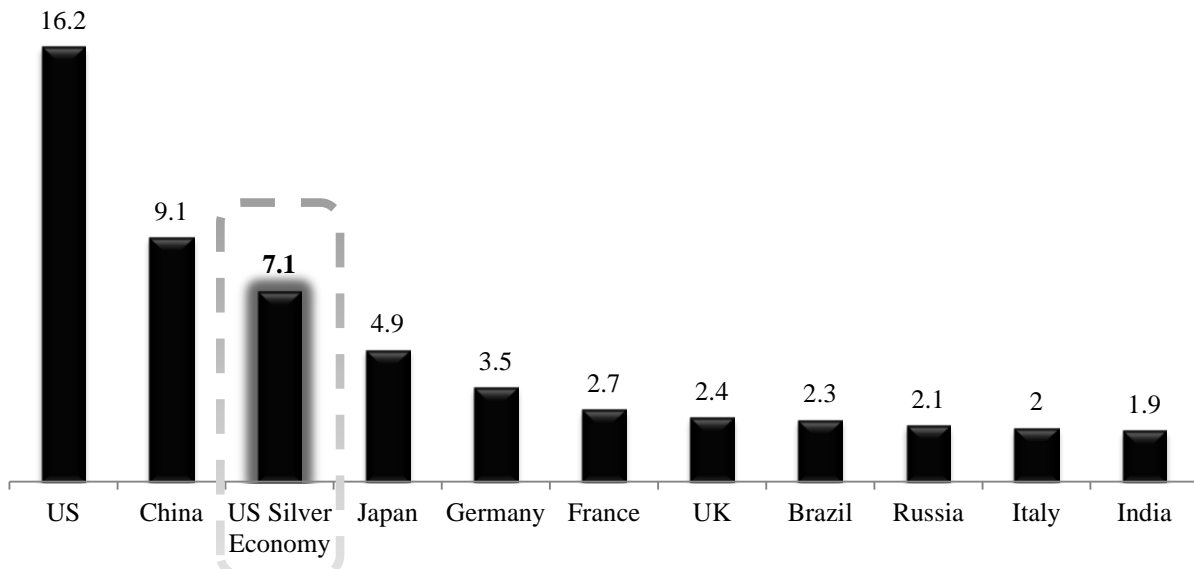
**Silver economy is already the main driver of US economy and it's expected to grow again in the next decades**

Source: Oxford Economics, 2014 – Silver economy is defined as the sum of all economic activity serving the needs of Americans over 50 and including both the products and services they purchase directly and the further economic activity this spending generates.

As highlighted by the chart below, the U.S. silver economy is already the 3rd largest economy in the world and is expected to keep growing.

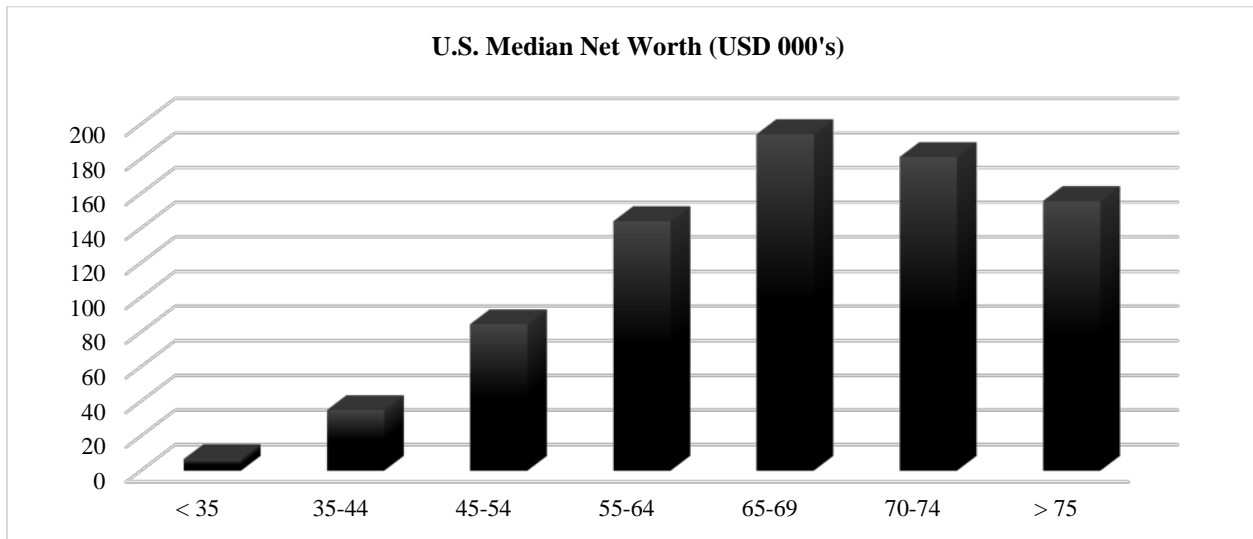


**The silver economy in a global perspective (2012 GDP, US\$ trillions)**

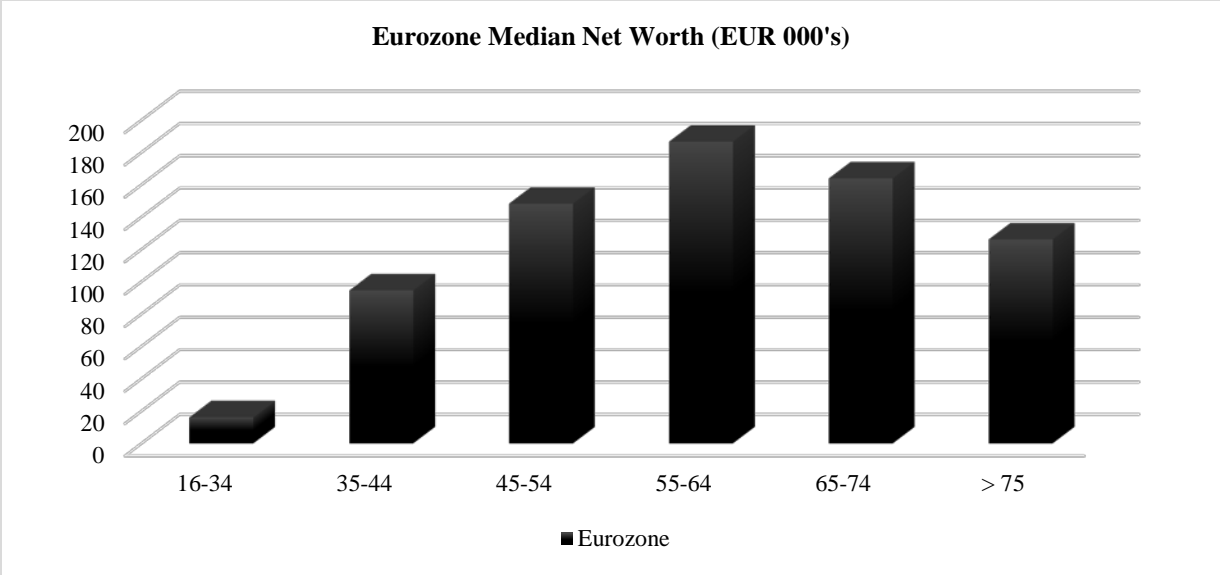


Source: Oxford Economics, 2014 – Silver economy is defined as sum of all economic activity serving the needs of Americans over 50 and including both the products and services they purchase directly and the further economic activity this spending generates.

As the charts below highlight, median net wealth in the U.S. is highest for those aged 65-69 and median net wealth in the Eurozone is highest for those aged 55-64.

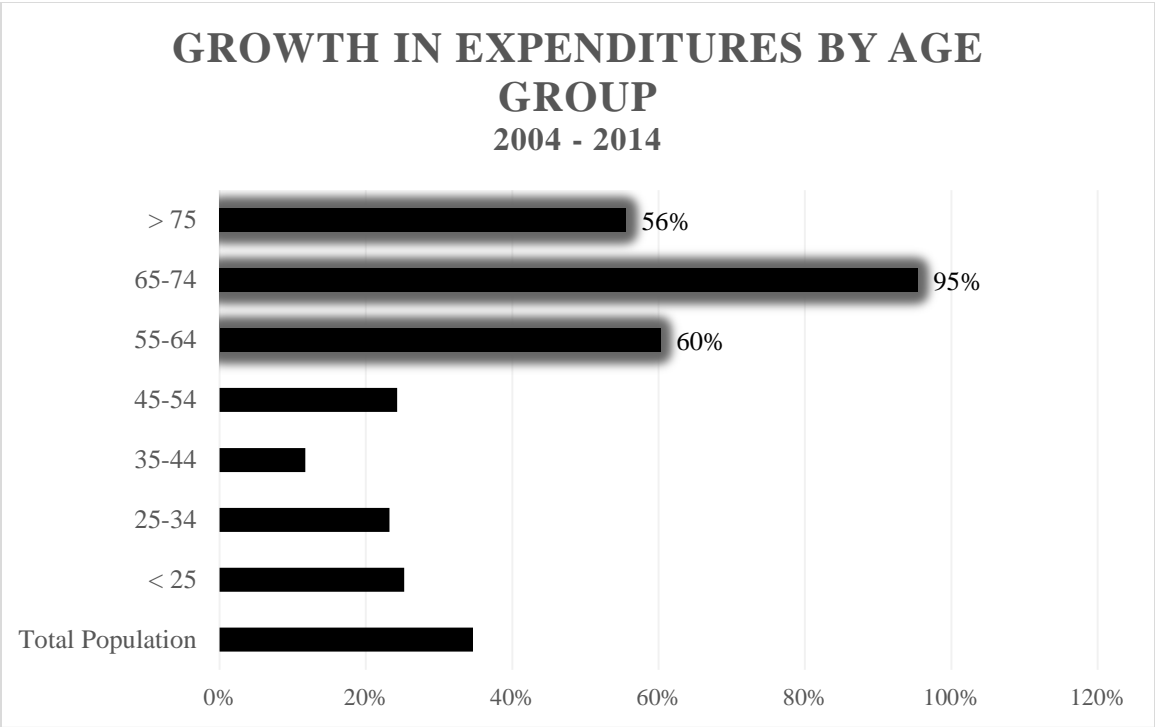


Source: U.S. Census Bureau, 2011.

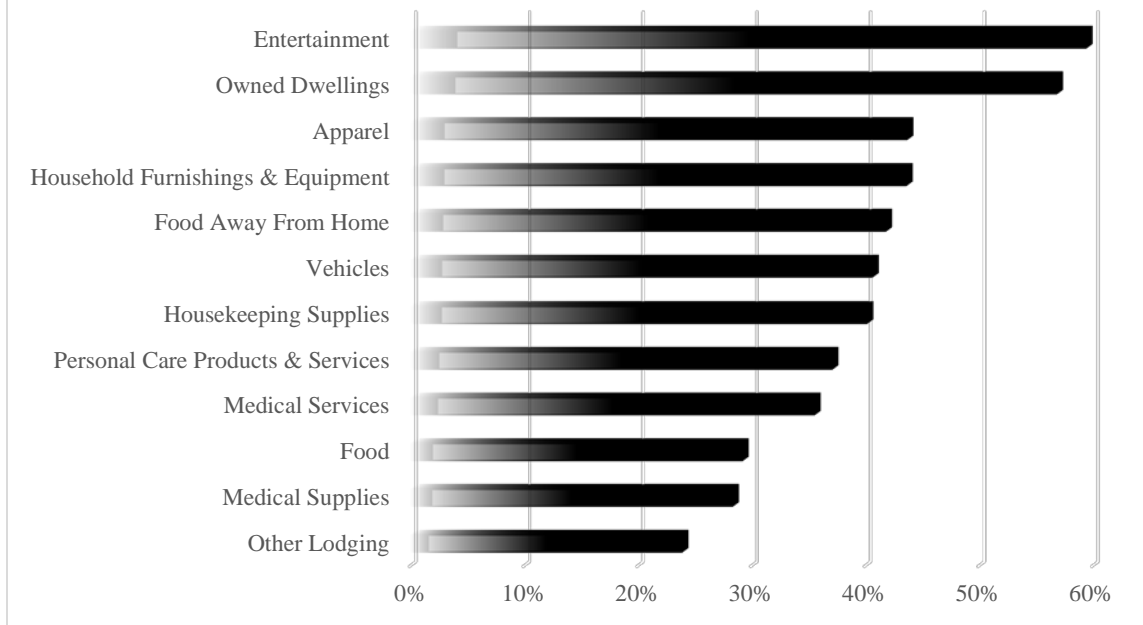


Source: Eurosystem Household Finance and Consumption Network, July, 2013.

As the chart below highlights, this translates to significantly higher expenditure growth by seniors than the broader population.



## GROWTH IN 65+ EXPENDITURES 2004 - 2014



Source: U.S. Bureau of Labor Statistics, Consumer Expenditure Surveys 2005 & 2015

### INVESTMENT RESTRICTIONS

Prior to Conversion, the Fund is subject to the investment restrictions set out in NI 81-102 that are applicable to non-redeemable investment funds. In addition, the Declaration of Trust contains investment restrictions to the effect that on and after the initial investment of assets, 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) purchase, own or control the securities of any security which constitute, or are convertible into or exercisable for, 10% or more of the outstanding voting or equity securities of such issuer or of any class of such issuer;
- (c) invest less than 75% of the NAV in securities that the Investment Manager believes will benefit from the aging of the population;
- (d) invest more than 10% of the NAV in convertible debt securities;
- (e) invest more than 25% of the NAV in equity securities in emerging markets;
- (f) invest less than 75% of the NAV in equity securities;
- (g) invest in equity securities other than those traded on a recognized stock exchange;
- (h) borrow money or employ any other forms of leverage;
- (i) use derivative instruments, other than for the purposes of currency hedging, in a manner consistent with the Fund's investment strategy;
- (j) own securities of a "subject entity" (as defined for the purposes of the SIFT Rules) that have a total fair market value that is greater than 10% of the "equity value" (as defined for the purposes of the SIFT Rules) of the subject entity;

- (k) invest in any securities of an entity that would be a foreign affiliate of the Fund within the meaning of the Tax Act;
- (l) invest for the purposes of exercising control over management of any issuer in the Portfolio;
- (m) 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 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 section 94 of the Tax Act;
- (n) invest in any security that is a tax shelter investment within the meaning of the Tax Act;
- (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;
- (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
- (r) enter into any arrangement (including the acquisition of Portfolio Securities) where the result is a “dividend rental arrangement” for the purposes of the Tax Act (including any amendment to such definition).

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 value of the total assets of the Fund, or a change in the credit rating of a debt security will not be considered a violation of the restriction provided such investment restriction is subsequently adhered to within 30 days of the relevant percentage restriction exceeding the prescribed restriction (except for the restriction in paragraphs (j), (m) and (q) which must be adhered to at all times). The investment restrictions assume normal market conditions, and at the Investment Manager’s discretion, the Fund may be invested entirely in cash or cash equivalents. 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. In addition, following the Conversion, the Fund will be subject to NI 81-102 as it applies to mutual funds.

## **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 \$600,000. 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 Declaration of Trust, the Manager is entitled to a management fee at an annual rate of 1.25% of NAV plus applicable taxes (including HST). Fees payable to Harvest will be calculated and payable monthly in arrears based on the average NAV calculated at each Valuation Time during that month. The Management Fee will be paid in cash. The Investment Manager will be remunerated by the Manager out of the Management Fee. The Sub-Advisor will be remunerated by the Investment Manager.

## **Ongoing Fees and Expenses**

The Fund will pay for all ordinary expenses incurred in connection with its operation and administration and any applicable HST thereon. It is expected that the expenses for the Fund will include, without limitation: fees payable to the Custodian and other third party services providers, legal, accounting, audit and valuation fees and expenses, fees and expenses of the members of the Independent Review Committee (“**IRC**”), expenses related to compliance with NI 81-107 – *Independent Review Committee for Investment Funds*, fees and expenses relating to the voting of proxies by a third party, premiums for insurance coverage for the members of the IRC, costs of reporting to Unitholders, registrar, transfer and distribution agency costs, fees payable to the Plan Agent under the Reinvestment Plan for performing certain financial, record-keeping, Unitholder reporting and general administrative services and for acting as plan agent, listing fees and expenses and other administrative expenses and costs incurred in connection with the continuous public filing requirements, website maintenance costs, taxes, costs and expenses of preparing financial and other reports, costs and expenses arising as a result of complying with all applicable laws, regulations and policies including any costs associated with the printing and mailing costs of any documents that the securities regulatory authorities require be sent or delivered to investors in the Fund and extraordinary expenses that the Fund may incur. Such expenses will also include expenses of any action, suit or other proceedings in which or in relation to which the Manager, the Investment Manager, the Custodian, the IRC and/or any of their respective officers, directors, employees, consultants or agents is entitled to indemnity by the Fund. The aggregate annual amount of these fees and expenses is estimated to be \$300,000. 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.

Any arrangements for additional services between the Fund and the Manager, or any affiliate thereof, that have not been described in this prospectus will be on terms approved by the Fund’s IRC that are no less favourable to the Fund than those available from arm’s length persons (within the meaning of the Tax Act) for comparable services and the Fund will pay all expenses associated with such additional services.

## **RISK FACTORS**

Certain risk factors relating to the Fund and the Units are described below. Additional risks and uncertainties not currently known to the Manager or the Investment Manager, or that are currently considered immaterial, may also impair the operations of the Fund. If any such risk actually occurs, the business, financial condition, liquidity or results of operations of the Fund and the ability of the Fund to make distributions on the Units could be materially adversely affected.

### ***No Assurances on Achieving Investment Objectives***

There is no assurance that the Fund will be able to achieve its Investment Objectives. Furthermore, there is no assurance that the Fund will be able to pay distributions in the short or long term, nor is there any assurance that the Net Asset Value will appreciate or be preserved. Changes in the weightings of Portfolio Securities held by the Fund resulting from stock price movements can affect the overall yield to Unitholders.

### ***Loss of Investment***

An investment in the Fund is appropriate only for investors who have the capacity to absorb investment losses and who can withstand distributions not being made for any period of time.

### ***No Guaranteed Return***

There is no guarantee that an investment in the Fund will earn any positive return in the short or long term.

The Fund will be subject to the risks inherent in investments in equity securities, including the risk that the financial condition of the issuers in which the Fund invests may become impaired or that the general condition of the stock markets may deteriorate. Equity securities are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in, and perceptions of, the issuers change. In addition, issuers of equity securities may reduce or eliminate dividends.

### ***Equity Securities Risk***

Equity securities 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. Further, continued volatility or illiquidity could impair materially the profitability of these issuers.

### ***Volatility and Distributions***

The amount of distributions may fluctuate from quarter to quarter and there can be no assurance that the Fund will make any distribution in any particular quarter. The current dividend yield on the securities comprising the Indicative Portfolio is approximately 1.28%, net of anticipated withholding taxes. The Portfolio would be required to generate an additional return of approximately 4.70% per annum, net of withholding taxes, including from capital appreciation and an increase in dividends or distributions, in order to allow the Fund to pay the initial cash distributions of \$0.40 per Unit per year (assuming an offering size of \$100 million and fees and expenses are as disclosed herein).

### ***Fluctuations in Value of Issuers with Operating Exposure Towards Aging Demographics***

The value of the Units will vary according to the value of the securities included in the Portfolio, which will depend, in part, upon the performance of such securities. The performance of the securities included in the Portfolio will be influenced by a number of factors which are not within the control of the Fund, the Manager or the Investment Manager, including materials and other commodity prices, operational risks relating to the specific business activities of the securities, industry competition, uncertainty and costs of funding capital projects, development of new technology, protection of intellectual property, risks relating to infringement of third party intellectual property, interest rates, exchange rates, environmental, health and safety risks, political and economic risks, issues relating to government regulation and risks relating to operating in foreign jurisdictions.

### ***Risk Related to Issuers with Operating Exposure Towards Aging Demographics***

The Portfolio may be susceptible to factors affecting issuers with operating exposure towards aging demographics and to greater risk and market fluctuations that an investment in a broader range of portfolio securities covering different economic sub-sectors. The industries with exposure to aging demographics may also be subject to greater government regulation than many other industries. Accordingly, changes in government policies and the need for regulatory approvals may have a materially adverse effect on these industries. Additionally, these companies may be subject to risks of developing technologies, competitive pressures, as well as a relatively high risk of obsolescence caused by scientific and technological advances and are dependent upon consumer and business acceptance as new technologies evolve. The development of these industry-specific investments may differ from the general stock exchange trends.

### ***Regulatory Risk***

Sub-sectors with operating exposure to aging demographics can be highly regulated and may receive government funding. Investments in such sub-sectors may be substantially affected by changes in government policy, such as increased regulation, ownership restrictions, deregulation or reduced government funding. There can be no assurance that future changes in government regulation will not have a material adverse effect on these sub-sectors, which could in turn have an adverse effect on the investments of the Fund.

In addition, the formulation, manufacturing, packaging, labelling, handling, distribution, importation, exportation, licensing, sale and storage of the products from these sub-sectors are generally subject to extensive laws, governmental regulations, administrative determinations, court decisions and similar constraints. Such laws, regulations and other constraints or new laws, regulations or constraints could lead to the imposition of significant penalties or claims and could negatively impact the business of the companies included in the Portfolio. Further, the adoption of new laws, regulations or other constraints or changes in the interpretations of such requirements may result in significant compliance costs or lead certain companies to discontinue offering certain products and/or services, thereby impacting the business, financial condition, results of operations and cash flows, which could in turn impact the funds available for dividends or distributions and could cause the market value of the securities of such Portfolio companies to decline.

### ***Real Estate Investment Trusts***

The Fund may invest in the equity securities of real estate investment trusts. Real estate investment trusts are subject to risks generally incidental to the real estate, credit, capital and financial markets. Global economic conditions and the global financial liquidity issues may result in interruptions in the credit and capital markets, devaluations of assets directly or indirectly linked to the real estate finance markets and the concurrent reduction or

unavailability of long and short-term liquidity from the capital markets for highly levered or small market cap real estate investment trusts and real estate operating companies at an economic cost of capital. These conditions have had, and may continue to have, an adverse effect on real estate investment trusts as well as the assets in which real estate investment trusts have invested.

#### ***Sensitivity to Interest Rate Fluctuations***

It is anticipated that the market price for Units and the value of the Portfolio Securities at any given time will be affected by the level of interest rates prevailing at such time. A rise in interest rates may have a negative effect on the market price of the Units. Unitholders who wish to redeem or sell their Units may, therefore, be exposed to the risk that the redemption price or sale price of the Units will be negatively affected by interest rate fluctuations.

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

The Fund is subject to the full risk of its investment position in the securities comprising its Portfolio.

The use of derivative instruments involves risks different from and possibly greater than the risks associated with investing directly in such securities and other traditional investments. Derivatives are subject to a number of risks, such as liquidity risk, interest rate risk, market risk, credit risk, leveraging risk, counterparty risk and trading execution risk. Derivatives also involve the risk of mispricing or improper valuation and the risk that changes in the value of a derivative may not correlate perfectly with the underlying asset, rate or index.

In entering into forward contracts, the Fund is subject to the credit risk that its counterparty (a clearing corporation, in the case of exchange traded instruments) may be unable to meet its obligations. The inability to close out forward positions could also have an adverse impact on the Fund's ability to use derivative instruments to effectively hedge its Portfolio or implement its Investment Strategy.

#### ***Portfolio Concentration Risk***

The Fund will invest in equity securities of issuers the Investment Manager believes will benefit from the aging population. To that extent, the Fund's holdings will not be as diversified as a balanced portfolio and the Net Asset Value per Unit may be more volatile than the value of a more broadly diversified portfolio and may fluctuate substantially over short periods of time. This may have a negative impact on the value of the Units.

#### ***Reliance on the Manager, Investment Manager and Sub-Advisor***

The Manager is responsible for providing, or arranging for the provision of, management and administrative services including investment and portfolio management services required by the Fund. The Investment Manager and Sub-Advisor are responsible for reconstituting, rebalancing and hedging the Portfolio. The Investment Manager and Sub-Advisor have discretion in the composition and reconstitution of the Portfolio. As such, there is inherent risk in the Portfolio selection process. Investors who are not willing to rely on the Manager, the Investment Manager and the Sub-Advisor should not invest in Units.

#### ***Risk Regarding Sub-Advisor Being a Non-Resident***

The Sub-Advisor has its offices, and has all or a substantial portion of its assets, located outside of Canada and an investor may encounter difficulties enforcing legal rights against it.

#### ***Trading at a Discount and Risks Relating to Redemptions***

The Units may trade in the market at a discount to the Net Asset Value per Unit and there can be no assurance that the Units will trade at a price equal to the Net Asset Value per Unit.

#### ***Nature of the 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.

### ***Taxation of the Fund***

If the Fund fails or 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 respecting the treatment of mutual fund trusts will not be changed in a manner which adversely affects the Unitholders.

In determining its income for tax purposes, the Fund will treat gains or losses in respect of Portfolio Securities as capital gains and losses. In addition, subject to the derivative forward agreement rules discussed below, 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 Portfolio Securities are capital property to the Fund and there is sufficient linkage, 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. Any such redetermination by the CRA may result in the Fund being liable for unremitted withholding taxes on prior distributions made to Unitholders who were not resident in Canada for purposes of the Tax Act at the time of the distribution. Such potential liability may reduce the NAV and NAV per Unit.

The Tax Act contains rules (the “**derivative forward agreement rules**”) regarding certain financial arrangements that seek to reduce tax by converting, through the use of derivative contracts, the return on an investment that would have the character of ordinary income to capital gains. The derivative forward agreement rules are broad in scope and could apply to other agreements or transactions (including certain forward currency contracts). If the derivative forward agreement rules were to apply in respect of derivatives to be utilized by the Fund, the gains realized in respect of the property underlying such derivatives could be treated as ordinary income rather than capital gains.

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. 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.

The Fund intends to invest in foreign securities. Many foreign countries preserve their right under domestic tax laws and applicable tax conventions with respect to taxes on income and on capital (“**Tax Treaties**”) to impose tax on dividends and interest paid or credited to persons who are not resident in such countries. While the Fund intends to make its investments in such a manner as to mitigate the amount of foreign taxes incurred under foreign tax laws and subject to any applicable Tax Treaties, investments in selected foreign securities may subject the Fund to foreign taxes on dividends and interest paid or credited to the Fund or any gains realized on the disposition of such securities. Any foreign taxes incurred by the Fund will generally reduce the value of the Fund and amounts payable to Unitholders. 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, 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 and the Fund designates its income from a foreign source in respect of a Unitholder of the Fund, 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 to a Unitholder is subject to the detailed rules in the Tax Act.

### ***Status of the Fund***

As the Fund will not be a mutual fund as defined under Canadian securities laws, the Fund is not subject to certain of the Canadian policies and regulations that apply to open-end mutual funds.

### ***Potential Conflicts of Interest***

The Manager, Investment Manager and Sub-Advisor, 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 in the Portfolio. Although none of the directors and officers of the Manager or Investment Manager will devote his or her full time to the business and affairs of the Fund, each director and officer of the Manager or Investment Manager will devote as much time as is necessary to supervise the management of (in the case of the directors) or to manage the business and affairs of (in the case of officers) the Fund, the Manager and the Investment Manager, as applicable.

### ***Global Financial Developments***

Global financial markets have experienced a sharp increase in 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 global governments have worked to restore much needed 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 continue to materially and adversely affect economies around the world. No assurance can be given that this stimulus will continue or that, if it continues, it will be successful or these economies will not be adversely affected by the inflationary pressures resulting from such stimulus or central banks' efforts to slow inflation. Further, continued market concerns about the European sovereign debt crisis, economic growth in China, military conflicts in the Middle East, a reduction in quantitative easing by the U.S. Federal Reserve and matters related to the U.S. government debt limits, may adversely impact global equity markets. Some of these economies have experienced significantly diminished growth and some are experiencing or have experienced 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 Portfolio Securities.

### ***Operating History***

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

### ***Not a Trust Company***

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

### ***Changes in Legislation***

There can be no assurance that certain laws applicable to the Fund, including income tax laws, government incentive programs and the treatment of mutual fund trusts under the Tax Act, will not be changed in a manner which adversely affects the Fund or the Unitholders.

### ***Foreign Currency Exposure***

As the Portfolio may include securities traded in foreign currencies, and because a large proportion of the operating costs, revenue or assets of issuers may be valued in foreign currencies, the Net Asset Value, when measured in Canadian dollars, will be affected by changes in the value of the foreign currencies relative to the Canadian dollar. The Manager cannot hedge against operating costs or revenue of the issuers included in the Portfolio that are denominated in foreign currencies. Accordingly, no assurance can be given that the Fund will not be adversely impacted by changes in foreign exchange rates. As the Portfolio will include securities of issuers exposed to foreign currencies, the Net Asset Value and distributable cash (which will not be hedged in any circumstances), when measured in Canadian dollars, will be affected by changes in the value of these currencies relative to the Canadian dollar.

Substantially all of the Portfolio's foreign currency exposure will be hedged back to the Canadian dollar. The use of hedges involves special risks, including the possible default by the other party to the transaction, illiquidity and, to the extent the assessment of certain market movements is incorrect, the risk that the use of hedges could reduce total returns or result in losses greater than if the hedging had not been used. The costs associated with a hedging program may outweigh the benefits of the arrangements in such circumstances.

## DISTRIBUTION POLICY

The Fund intends to make quarterly cash distributions payable to Unitholders of record on the last Business Day of each quarter and pay such cash distributions on or before the 15th day of the following month. Beginning in November 2016, the Fund will annually determine and announce the Indicative Distribution Amount for the following 12 months based upon the prevailing market conditions. The initial Indicative Distribution Amount will be \$0.10 per Unit per quarter (\$0.40 per annum representing an annual cash distribution of 4.0% based on the \$10.00 per Unit issue price). The initial pro-rata cash distribution is anticipated to be payable on or before January 15, 2016 to Unitholders of record on December 31, 2015.

The current dividend yield on the securities comprising the Indicative Portfolio is approximately 1.28%, net of anticipated withholding taxes. Assuming an offering size of \$100 million and fees and expenses are as disclosed herein, the Portfolio would be required to generate an additional return of approximately 4.70% per annum, net of withholding taxes, including from capital appreciation and an increase in dividends or distributions, in order to allow the Fund to pay distributions at the initial Indicative Distribution Amount. **If the return derived from the Portfolio is less than the amount necessary to fund the quarterly distributions and if the Manager chooses nevertheless to ensure that the quarterly distributions are paid to Unitholders at the initial Indicative Distribution Amount, this will result in a portion of the capital of the Fund being returned to Unitholders and the NAV per Unit being reduced.** In the event it does not do so in such circumstances, distributions will be reduced. It is expected that distributions to Unitholders will primarily be characterized as capital gains, but may also include foreign-source income, returns of capital and other income.

If, in any taxation 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 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. See "Income Tax Considerations".

There can be no assurance that the Fund will be able to achieve its quarterly 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".

### Distribution Reinvestment Plan

Subject to obtaining any necessary regulatory approvals, the Fund will make available to Unitholders the opportunity to reinvest quarterly distributions from the Fund in additional Units by participating in a distribution reinvestment plan (the "**Reinvestment Plan**") which will provide that cash distributions made by the Fund, if any, shall, at the election of a Unitholder, be automatically reinvested in additional Units on such Unitholder's behalf in accordance with the terms of such plan (as described below) and the reinvestment plan agency agreement (the "**Reinvestment Plan Agency Agreement**") to be entered into by the Manager on behalf of the Fund, the Manager and a Canadian plan agent (the "**Plan Agent**") appointed to establish the Reinvestment Plan. Notwithstanding the foregoing, Unitholders who are not residents of Canada for the purposes of the Tax Act will not be able to participate in the Reinvestment Plan and Unitholders who cease to be residents of Canada will be required to terminate such Unitholders' participation in the Reinvestment Plan.

Subject to the foregoing, cash distributions will, at the election of the Unitholder, be reinvested in additional Units on behalf of those Unitholders who are residents of Canada for the purposes of the Tax Act (each such Unitholder being a "**Plan Participant**"). Such distributions due to Plan Participants will be paid to the Plan Agent and applied to the purchase of Units on behalf of Plan Participants in the following manner. If the trading price of the Units on the TSX (or such other exchange or market on which the Units are then listed and primarily traded) (the "**Market Price**") on the relevant Distribution Payment Date plus estimated brokerage fees and commissions is below the NAV per Unit determined on the Business Day immediately prior to the Distribution Payment Date, the Plan Agent will purchase the Units on the TSX (or such other exchange or market on which the Units are trading) except the Plan Agent will endeavour to terminate purchases in the open market and cause the

Fund to issue the remaining Units from treasury if, following commencement of the purchases, the Market Price, plus brokerage fees and commissions, exceeds the NAV per Unit determined on the Business Day immediately prior to the Distribution Payment Date. Provided the Plan Agent can terminate purchases on the open market, the remaining Units will be issued by the Fund from treasury at a price equal to the greater of (i) the NAV per Unit on the relevant Distribution Payment Date or (ii) 95% of the closing Market Price on the Distribution Payment Date. It is possible that the average purchase price per Unit paid by the Plan Agent may exceed the Market Price at the relevant Distribution Payment Date, resulting in the purchase of fewer Units than if the distribution had been paid entirely by Units issued by the Fund. Applicable brokerage fees and commissions incurred in connection with purchases of Units made in the market pursuant to the Reinvestment Plan will be paid and deducted from the distributions due to the Plan Participants.

The Units purchased in the market or from the Fund (as applicable) will be allocated on a pro rata basis to the Plan Participants. The Plan Agent will credit a Plan Participant's account in respect of Units acquired on behalf of such Plan Participant under the Reinvestment Plan. While the Fund will not issue fractional Units, a cash payment for any fractional Units that would otherwise be issuable under the Reinvestment Plan relating to a distribution will be paid by the Plan Agent to the relevant Plan Participants shortly after the payment date for such distribution. No certificates representing the Units issued or purchased pursuant to the Reinvestment Plan will be issued. The automatic reinvestment of the distributions under the Reinvestment Plan will not relieve Plan Participants of any income tax applicable to such distributions under the Tax Act. See "Income Tax Considerations".

If the Units are thinly traded, purchases in the market under the Reinvestment Plan may significantly affect the market price. Depending on market conditions, direct reinvestment of cash distributions by Unitholders in the market may be more, or less, advantageous than the reinvestment arrangements under the Reinvestment Plan. The Plan Agent's fees for administering the Reinvestment Plan will be paid by the Fund.

To participate in the Reinvestment Plan, beneficial holders may elect to participate under the Reinvestment Plan by notifying their investment advisor, or any other broker, dealer, bank or trust company through which they hold their Units. A CDS Participant will then complete and sign an authorization form notifying the Plan Agent that a beneficial holder intends to participate under the Reinvestment Plan. The authorization form directs the Plan Agent to reinvest all of the participating holder's cash distributions in the purchase of additional Units on behalf of the holder. Following receipt by the Fund of a duly completed authorization form, participating in the Reinvestment Plan becomes effective on the next distribution record date for any distribution declared on the Units. Unitholders will be able to terminate their participation in the Reinvestment Plan by providing, or by causing to be provided, written notice to the Manager at least 10 Business Days' prior to a distribution record date for a distribution. Such notice, if actually received by the Manager no later than 10 Business Days prior to a distribution record date for a distribution, will have effect in respect of the distribution to be made as of such date. Thereafter, distributions to such holders will be in cash.

The Manager will be able to terminate the Reinvestment Plan, in its sole discretion, upon not less than 30 days' notice to the Plan Participants and the Plan Agent. The Manager will also be able to amend, modify or suspend the Reinvestment Plan at any time in its sole discretion, provided that it gives notice of that amendment, modification or suspension to Unitholders, which notice may be given by the Fund by issuing a press release or by publishing an advertisement containing a summary description of the amendment in at least one major daily newspaper of general and regular paid circulation in Canada, or in any other manner the Manager determines to be appropriate. The Fund will not be required to issue Units into any jurisdiction where that issuance would be contrary to applicable laws.

### **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 ●, 2015, or such later date that is on or before 90 days after a receipt for the final prospectus is issued, as may be agreed upon by the Fund and the Agents. The distribution price was determined by negotiation between the Agents and the Fund. See "Plan of Distribution".

### **REDEMPTION OF UNITS**

Prior to Conversion, Units are redeemable monthly as set out below. After the Conversion Date, Unitholders may redeem Units on any Business Day at the NAV per Unit as set out below.

## Monthly Redemption

Units may be surrendered for redemption at any time prior to 5:00 p.m. (Toronto time) on the tenth Business Day before the last Business Day of the applicable month (the “**Monthly Redemption Notice Period**”) by Unitholders thereof (“**Monthly Redemption**”). Upon receipt by the Fund of the redemption notice, in the manner described below, a Unitholder shall be entitled to receive a price per Unit (the “**Monthly Redemption Price**”) equal to the lesser of:

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

**Notwithstanding the Monthly Redemption Price formula above, at no time will the Fund pay out redemption proceeds greater than the NAV per Unit as determined on the Monthly Redemption Date for each Unit being redeemed on such 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 the 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 as set out under “Redemption of Units” – “Suspension of Redemptions and Purchases” below.

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

## Exercise of Redemption Privilege

The Monthly Redemption privilege must be exercised by causing written notice (the “**Redemption Notice**”) to be given within the Monthly Redemption Notice Period in the manner described below. Such surrender will be irrevocable upon the delivery of the Redemption Notice to CDS through a CDS Participant, except with respect to those Units which are not paid for by the Fund on the relevant Redemption Payment Date.

A Unitholder who desires to exercise redemption privileges must do so by causing a CDS Participant to deliver to CDS (at its office in the City of Toronto), on behalf of the Unitholder, the Redemption Notice. A Unitholder who desires to redeem Units should ensure that the CDS Participant is provided with the Redemption 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 the Redemption Notice to CDS and so as to permit CDS to deliver notice to the Registrar and Transfer Agent, in advance of the required time. Any expense associated with the preparation and delivery of Redemption Notices will be for the account of the Unitholder exercising the redemption privilege.

Except as provided under “Suspension of Redemptions and Purchases” below, by causing a CDS Participant to deliver to CDS a notice of the Unitholder’s intention to redeem Units, a Unitholder 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 a Unitholder'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 Unitholder's instructions will not give rise to any obligations or liability on the part of the Fund to the CDS Participant or to the Unitholder. Pursuant to the Declaration of Trust, the Fund may allocate and designate as payable to redeeming Unitholders their share of the Fund's capital gains realized in the taxation year up to the date of redemption. Any such allocations and designations will reduce the redemption price otherwise payable to the redeeming Unitholder.

### **Redemption of Units After Conversion**

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. Units surrendered after Conversion on the Conversion Date will be redeemed on the following Business Date, in the same manner as they would have been if they had been surrendered for redemption after 4:00 p.m. on the Conversion Date.

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.

Pursuant to the Declaration of Trust, the Fund may allocate and designate as payable to redeeming Unitholders their share of the Fund's capital gains realized in the taxation year up to the date of redemption. Any such allocations and designations will reduce the redemption price otherwise payable to the redeeming Unitholder.

There will be no charge for redemptions of Units after the Conversion Date that were acquired before the Conversion Date.

### **Suspension of Redemptions and Purchases**

The Manager may direct the Trustee to suspend the Monthly 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 Fund will become an open-ended mutual fund on or about June 20, 2017. The Conversion may be implemented either by way of a conversion of the Fund into an open-ended mutual fund or by way of a tax-deferred merger with an open-ended mutual fund managed by the Manager or an affiliate thereof. In the event of a tax-deferred merger, it is the Manager's intention that the open-ended mutual fund will have substantially similar investment objectives and investment strategy. The expenses associated with any such conversion or merger will be paid by the Manager and not the Fund. After the Conversion, the Units will be redeemable at NAV per Unit on a daily basis and the Fund will be subject to the sections of NI 81-102 applicable to mutual funds.

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. The Declaration of Trust provides that certain provisions thereof that apply before the Conversion Date will cease to apply.

### **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 does not apply to a Unitholder who has entered or will enter into a "derivative forward agreement" as that term is defined in the Tax Act with respect to the Units.

This summary also assumes that the Fund will comply with its investment restrictions at all relevant times, that none of the issuers of the Portfolio Securities will be foreign affiliates of the Fund or of any Unitholders and that none of the Portfolio Securities will be a "tax shelter investment" within the meaning of section 143.2 of the Tax Act.

Further, this summary assumes that none of the Portfolio Securities will be an "offshore investment fund property" (or an interest in a partnership that holds such property) that would require the Fund (or the partnership) to include significant amounts in income pursuant to section 94.1 of the Tax Act, or an interest in a trust (or a partnership which holds such an interest) which would require the Fund (or the partnership) to report significant amounts of income in connection with such interest pursuant to the rules in section 94.2 of the Tax Act, or an

interest in a non-resident trust (or a partnership which holds such an interest) other than an “exempt foreign trust” as defined in section 94 of the Tax Act.

This summary is based on the facts set out in this Prospectus, the current provisions of the Tax Act, counsel’s understanding of the current administrative policies and assessing practices of the CRA published in writing 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 and the Agents 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 or changes to the administrative policies and assessing practices of the CRA. 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 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 such that it 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 acquire 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 and that the Fund has not been established and will not be maintained primarily for the benefit of non-residents.

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 regard, (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 the Units are listed on a “designated stock exchange” within the meaning of 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 payable 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. In certain circumstances, losses of the Fund may be suspended or restricted, and therefore would be unavailable to shelter income or capital gains of the Fund.

The Fund will 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.

The Fund will be required to include in its income for each taxation year all interest that accrues (or is deemed to accrue) 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 and excluding any interest that accrued prior to the date of the acquisition of the indebtedness by the Fund. 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 (or is deemed to accrue) 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 gain or loss on such disposition or deemed disposition.

Distributions of income from an issuer of Portfolio Securities structured as a trust that is not a "SIFT trust" will be included in the income of the Fund in the taxation year such distribution was paid or became payable. Provided that appropriate designations are made by such trust, net taxable capital gains realized by the issuer, foreign source income of the trust and taxable dividends from taxable Canadian corporations received by the issuer that are paid or payable by the issuer to the Fund will effectively retain their character in the hands of the Fund. An issuer of Portfolio Securities may also distribute a return of capital. A return of capital is not included in the income of the Fund for tax purposes and reduces the adjusted cost base of the Fund's units of such issuer. If the adjusted cost base to the Fund of such units becomes a negative amount at any time in a taxation year of the Fund, that negative amount will be deemed to be a capital gain realized by the Fund in that taxation year and the Fund's adjusted cost base of such units will be increased by the amount of such deemed capital gain to zero.

Each issuer in the Fund's portfolio that is a "SIFT trust" (which will generally include Canadian resident income trusts, other than certain real estate investment trusts, 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 in respect of "non-portfolio properties" (collectively, "**Non-Portfolio Income**"). Non-Portfolio Income that is 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. Non-Portfolio Income that becomes payable by an issuer that is a SIFT trust will generally be taxed as though it were a taxable dividend from a taxable Canadian corporation and will be deemed to be an "eligible dividend" eligible for the enhanced gross-up and tax credit rules.

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income, in accordance with the detailed rules in the Tax Act. 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.

Upon the actual or deemed disposition of a Portfolio Security, 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 Portfolio Securities



with the objective of receiving dividends, 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 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 Portfolio Securities in connection with the redemption of Units.

One half of the amount of any capital gain (a “**taxable capital gain**”) realized by the Fund in a taxation year on the disposition of Portfolio Securities that are capital property of the Fund must be included in computing the Fund’s income for the year, and one half of the amount of any capital loss (an “**allowable capital loss**”) realized by the Fund in a taxation year must be deducted against any taxable capital gains realized by the Fund in the year. Allowable capital losses for a taxation year in excess of taxable capital gains for that year may be carried back and deducted by the Fund in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net realized taxable capital gains in accordance with the provisions of the Tax Act.

The Fund will enter into transactions denominated in currencies other than the Canadian dollar, including the acquisition of Portfolio Securities. The cost and proceeds of disposition of securities 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. Subject to the derivative forward agreement rules, which are discussed below, 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 Portfolio Securities are capital property to the Fund, and provided that the hedge is sufficiently linked.

The derivative forward agreement rules are targeted at financial arrangements that seek to reduce tax by converting, through the use of derivative contracts, the return on an investment that would have the character of ordinary income to capital gains. The derivative forward agreement rules are broad in scope and could apply to other agreements or transactions (including certain forward currency contracts). If the derivative forward agreement rules were to apply in respect of derivatives to be utilized by the Fund, the gains realized in respect of the property underlying such derivatives could be treated as ordinary income rather than capital gains.

The Fund will 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, 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, each of the merging funds (one of the funds being the “continuing fund” and the other fund being the “terminating fund”) will be deemed to have a taxation year-end on the date of the merger (the “**Merger Year-End**”). To the extent necessary, the Fund will distribute to Unitholders a sufficient amount of its net income and net realized capital gains for the year ending on the Merger Year-End to ensure the Fund will not be liable for non-refundable income tax on such amounts under Part I of the Tax Act. Any unused accumulated loss carryforwards of each merging fund will expire at the Merger Year-End 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 computed in Canadian dollars, 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, the taxable portion of which was designated to a Unitholder in a taxation year, that is paid or payable to the Unitholder in that 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. In addition, 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 of income for the year in order to enable the Fund to utilize, in the taxation year, losses from prior years without affecting the ability of the Fund to distribute its income annually. Such 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. 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.

On the disposition or deemed disposition of a Unit or a fraction 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 (other than any capital gains allocated and designated as payable by the Fund to the Unitholder on the redemption) 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 Portfolio Securities 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, less any amount that is deductible as interest accrued on such property to the date of distribution and not yet due. 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, subscribers 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. If a Unitholder participates in the Reinvestment Plan and the Unitholder acquires a Unit from the Fund at a price that is less than the fair market value of the Unit, it is the administrative position of the CRA that the Unitholder must include the difference in income and the adjusted cost base of the Unit will be increased correspondingly. 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".

Pursuant to the Declaration of Trust, the Fund may allocate and designate as payable any capital gains realized by the Fund as a result of any disposition of property of the Fund undertaken to permit or facilitate the redemption of Units to a Unitholder whose Units are being redeemed. Any such allocations and designations will reduce the redemption price otherwise payable to the redeeming Unitholder and, therefore, the Unitholder's proceeds of disposition.

If the Conversion from a non-redeemable mutual fund to an open-end mutual fund occurs by way of a conversion, 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.

Generally, a taxable capital gain realized on the disposition of Units, or designated in respect of a Unitholder, will be included in the Unitholder’s income and 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.

### **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.

Notwithstanding the foregoing, if the Units are “prohibited investments” for the purposes of a particular registered retirement savings plan (“RRSP”), registered retirement income fund (“RRIF”) or tax free savings account (“TFSA”), the annuitant of the RRSP or RRIF or the holder of the TFSA will be subject to a penalty tax as set out in the Tax Act. A “prohibited investment” includes a unit of a trust (i) which does not deal at arm’s length with the annuitant or holder, or (ii) in which the annuitant or holder has a “significant interest”. In general terms, “significant interest” means the ownership of 10% or more of the value of a trust’s outstanding units or interests by the annuitant or holder, either alone or together with persons and partnerships with whom the annuitant or holder does not deal at arm’s length. In addition, the Units will not be a prohibited investment if the Units are “excluded property” as defined in the Tax Act for a particular trust governed by an RRSP, RRIF or TFSA. Annuitants or holders should consult their own tax advisors with respect to whether Units would be prohibited investments, including with respect to whether the Units would be excluded property.

### **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, including pursuant to the Reinvestment Plan, may become taxable on the Unitholder’s share of income and gains of the Fund that accrued or were realized before the Units were acquired notwithstanding that such amounts may have been reflected in the price paid by the Unitholder for the Units. The consequences of acquiring Units late in a calendar year will generally depend on the amount of 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 non-refundable income tax on such amounts under the Tax Act.

## **ORGANIZATION AND MANAGEMENT DETAILS OF THE FUND**

### **The Manager**

Harvest is a Canadian investment fund manager that was founded by long term members of the investment management industry in 2009. Harvest is focused on developing income investment products and its guiding principles are to provide investment products that are clear and understandable, transparent in portfolio structure and seek to generate consistent income. Harvest is the manager of Harvest Banks & Buildings Income Fund and Harvest Canadian Income & Growth Fund which are mutual funds and the Global Advantaged Telecom & Utilities Income Fund, Brand Leaders Income Fund, Brand Leaders Plus Income Fund, Energy Leaders Income Fund, Energy Leaders Plus Income Fund, Australian REIT Income Fund, Healthcare Leaders Income Fund, US Buyback Leaders Fund and Tech Achievers Growth & Income Fund which are investment funds that publicly trade on the TSX under

the symbols HGI.UN, HBL.UN, HBF.UN, HEN.UN, HPF.UN, HRR.UN, HHL.UN, HUL.UN and HTA.UN respectively.

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 209, 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 is responsible for 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 for 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 or causing to be prepared the reports of the Fund to Unitholders and the Canadian securities regulatory authorities; as applicable, determining the timing and 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.

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 comparable 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 of the Fund until the termination of the Fund. The Manager may resign if the Fund 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 material breach or default to the Fund. The Manager is deemed to have resigned if the Manager: (i) becomes bankrupt or insolvent; (ii) ceases to be resident in Canada for the purposes of the Tax Act or carry out its functions of managing the Fund in Canada; 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 of the Fund.

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". 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**

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 of the Board of Directors and Corporate Secretary	President and Chief Executive Officer, Harvest Portfolios Group Inc.
Daniel Lazzer Toronto, Ontario	Chief Financial Officer	Chief Financial Officer, Harvest Portfolios Group Inc.
Mary Medeiros Oakville, Ontario	Chief Operating Officer and Director	Chief Operating Officer, Harvest Portfolios Group Inc.
Paul MacDonald Mississauga, Ontario	Chief Investment Officer, Portfolio Manager and Chief Compliance Officer	Chief Investment Officer, Portfolio Manager and Chief Compliance Officer, Harvest Portfolios Group Inc.
David Balsdon Mississauga, Ontario	Vice President, Compliance	Vice President, Compliance, Harvest Portfolios Group Inc.
Townsend Haines Toronto, Ontario	Director	Director, Harvest Portfolios Group Inc.
Nick Bontis Ancaster, Ontario	Director	Associate Professor, Strategic Management & Director, Undergraduate Programs, DeGroote School of Business, 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 President and Chief Executive Officer of Harvest Portfolios Group Inc. Michael founded Harvest in 2009 and is responsible for the long term vision and business development of the firm. Since 1991, Michael has held senior management positions in a number of investment management businesses which include Guardian Capital Group, AIC Funds, ING Funds and Sentry Investments and has been a Senior Officer since 2002. Michael began his career in 1985 as an investment advisor and is a strong believer in providing quality investment products for long term growth and income. Michael is the Chairman of Harvest Portfolios Group Inc.

***Daniel Lazzer, Chief Financial Officer***

Daniel joined Harvest in 2013 and serves as the Chief Financial Officer. Prior to his current position Daniel was Vice President of Finance from March 2013 to December 2014. Previously Daniel spent over 12 years in public accounting and close to 10 years with PricewaterhouseCoopers LLP (PwC) in the Audit and Assurance practice. For over half of his tenure at PwC he specialized in the investment management industry where he provided audit services to a diverse client base which included mutual fund companies, asset managers, hedge funds and brokers. Prior to this he serviced various clients in the consumer products and real estate industries. Daniel was also actively involved at PwC through instructing educational programs for partners and staff. Daniel holds a Bachelor of Business Administration degree from the Schulich School of Business at York University and is a Chartered Accountant.

***Mary Medeiros, Chief Operating Officer and Director***

Mary joined Harvest in 2009 as the Vice President of Operations and has overseen the successful growth of the firm's operations, systems, and administration and key service provider relationships since inception. Ms. Medeiros has over 19 years of industry experience and managed national administration and sales systems for a Canadian mutual fund company and branch operations for an investment dealer. She was licensed as an advisor in 1997, working directly with retail investors until joining a Canadian investment fund manager in 2000. Mary serves on the Board of Directors.

***Paul MacDonald, Chief Investment Officer and Chief Compliance Officer***

Paul serves as the Chief Investment Officer, Investment Manager and Chief Compliance Officer for Harvest. Paul joined Harvest in January 2013 as Vice President of Investments and previously had over 13 years' experience in the investment business. Paul was Vice President and Portfolio Manager at Creststreet Asset Management where he was responsible for the management of portfolios with a focus on the Canadian and resource markets and was involved in developing several closed end and tax efficient fund structures. Paul also spent five years at a Canadian investment management firm where he focused on specialty tax investments and was the lead manager of an award winning Canadian natural resource fund. Paul spent three years as an investment associate with a major North American investment firm. Paul obtained a Bachelor of International Finance degree from Griffith University in Australia and holds a CFA charter.

***David Balsdon, Vice President, Compliance***

David joined Harvest in January 2015 and brings over 25 years of experience through a progressive career in the investment fund management business. During much of the past 10 years, David has held positions of Chief Operating Officer, Chief Compliance Officer, Secretary-Treasurer and Director at two investment management firms. During his career, David has worked in the areas of operations, financial reporting, compliance, client service and fund product development. David has spent time sitting on investment fund industry committees and boards of investment funds in various capacities. David has successfully completed senior Canadian Securities Institute courses such as the Partner, Directors and Officers Qualifying Exam and the Chief Compliance Officers Qualifying Exam.

***Townsend Haines, Director***

Townsend serves as a member of Harvest's Board of Directors bringing over 35 years of experience in the investment management business. Townsend first joined Harvest as a Board member in 2009 and later served for 5 years as the Managing Director and CFO. Townsend has extensive experience in sales, sales management, product development and strategic planning in the investment industry. Townsend was also previously Vice President of Sales at AGF, Guardian Group of Funds, Franklin Templeton and was Executive Director of Global Strategy. Townsend's board and committee memberships have included the University of Western Ontario Senate and Board of Governors and the Investment Funds Institute of Canada. He is currently a member of the Investment Committee of the Board of Regents of Victoria University at University of Toronto and a member of the Board of Trustees of the Toronto School of Theology at University of Toronto.

***Dr. Nick Bontis, 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 the services of Amundi Canada Inc. to provide investment management services to the Fund. The Investment Manager is a wholly-owned subsidiary of Amundi, an investment management firm with total assets under management, as at June 30, 2015, of approximately \$1.33 trillion. CPR Asset Management has been retained as the sub-advisor to perform certain sub-advisory services to the Fund. The Sub-Advisor is a fully-owned subsidiary of Amundi Group.

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

**Officers and Directors of the Investment Manager**

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

<u>Name and Municipality of Residence</u>	<u>Office</u>	<u>Principal Occupation</u>
Gilbert Lavoie Montreal, Québec,	President Amundi Canada Inc.	President Amundi Canada Inc.
Chantale Bacon Montreal, Québec, Canada	Chief Compliance Officer - Amundi Canada	Chief Compliance Officer - Amundi Canada
Eric Martin St. Bruno, Québec, Canada	Senior Vice President - Amundi Canada Inc.	Senior Vice President - Amundi Canada Inc.

The following is a brief description of the background of the key management of Amundi Canada Inc.:

***Gilbert Lavoie, President Amundi Canada Inc.***

Mr. Lavoie is President of Amundi Canada Inc. where he is responsible for the strategic initiatives of the firm and in charge of the corporate and commercial activities of Amundi in Canada. Before being transferred to Amundi, he joined Société Générale Asset Management (SGAM) in 2007, which subsequently became Amundi following the merger with Credit Agricole Asset Management in 2010. His role at SGAM involved business development activities with Canadian Institutional investors promoting SGAM strategies. Prior to this role, he joined Société Générale (SG) in Montreal in 1994 working primarily in Interest Rate Derivatives and Structured Products including a full range of Credit Derivative Products. From 2001 to 2003 he was in charge of marketing and negotiating weather derivatives for the Americas. Before joining SG, Mr. Lavoie spent seven years as a Manager at Toronto Dominion Bank's Capital Market Group located in Toronto and Montreal advising mostly in Interest Rate and Currency Derivative Products. Mr. Lavoie received an MBA degree in Finance from l'École des Hautes Etudes Commerciales de Montréal, a law degree from the Université de Montréal and is a member of the Quebec Bar Association.

***Chantale Bacon, Chief Compliance Officer - Amundi Canada***

Mrs. Bacon has over 22 years of experience in the Institutional Investment Management industry. She joined Amundi Canada in July 2011 as Vice President, Marketing and Operations, and became Chief Compliance Officer in March 2012. Before joining Amundi, she spent three years at Fiera Capital as Director within the Institutional clientele division where she was responsible for Consultants' due diligence research and in charge of the RFP's team. She previously worked 14 years at Caisse de dépôt et placement du Québec (CDPQ) where she held different senior functions within the World Markets Group and with the real estate arms of CDPQ, namely Cadim and Presima. During her career, Mrs. Bacon covered financial analysis and portfolio management, trading, operations and control, risk management, marketing & product development, client servicing and compliance. Mrs. Bacon graduated from Sherbrooke University with a M.Sc. degree in Finance and is also a CFA charter holder since 1997.

***Eric Martin, M.Sc., Senior Vice President - Amundi Canada Inc.***

Eric joined Amundi Canada in 2014 as Senior Vice President and is in charge of institutional sales and client relationships in Canada. Prior to his current position, he spent the previous 7 years as a business development and client relationships officer at Sectoral Asset Management. He previously worked at CIBC Global Asset Management as a Financial Analyst and Portfolio Manager where he developed CIBC's international Fixed Income and Equity Index platform. Eric began his career at BARRA as a Fixed Income Consultant where he advised institutional money Managers on portfolio risk management and optimization. Eric graduated from Concordia University with an M.Sc. degree in Finance. He is also a CFA charter holder.

**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 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.

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 Investment Management 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 may be terminated immediately if any of the following events take place: (i) in the event the Investment Manager or Harvest is subject to a material regulatory issue that would affect the ability of the Investment Manager or Harvest to fulfill its obligations under the Investment Management Agreement or if the Investment Manager is unable to provide the services contemplated in the Investment Management Agreement; (ii) in the event that the Investment Manager or Harvest becomes 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 the Investment Manager 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 the Investment Manager or Harvest.

In the event that the Investment Management Agreement is terminated as provided above, the Manager will appoint a successor to carry out these activities. Any termination of the 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 of the notice of termination is given and the effective date of termination, the Investment Manager agrees to continue to provide services to the Fund to the best of its ability in accordance with the standard of care set out above.

Under the Investment Management Agreement, the Investment Manager covenants to deal fairly, 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. Provided the Investment Manager has acted in accordance with the standard of care, diligence and skill set forth above, the Investment Manager and its directors, officers, employees, agents or affiliates shall not be held liable for any act, omission or mistake of judgment in the course of, or connected with, the performance of its obligations under the Investment Management Agreement, nor for the making, retention or sale of any investment under the Investment Management Agreement, nor for any resultant or other loss to or diminution of the assets of the Fund, except as is caused by the negligence, lack of good faith or wilful misconduct of the Investment Manager or its directors, officers, employees, agents or affiliates.

Pursuant to the Investment Management Agreement, the Investment Manager and its officers, directors, employees, agents and affiliates shall not be held liable to the Fund, Harvest, Unitholders or any other party for any loss or damage relating to the Fund and shall be indemnified from the assets of the Fund against all actions, proceedings, claims, costs, losses (other than loss of profits), damages or expenses, including legal costs, in connection with the Investment Management Agreement brought, commenced or prosecuted against such party for or in respect of any act, deed, matter or thing whatsoever, made, done, acquiesced in or omitted in or about or in relation to the execution of the Investment Manager's duties under the Investment Management Agreement and also from and against all other costs, including legal costs, charges and expenses which it sustains or incurs in or about or in relation to the business and affairs of the Fund 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 bad faith, negligence, fraud, wilful misconduct or reckless disregard of such person's duties under the Investment Management Agreement.

### **The Sub-Advisor**

The Investment Manager has retained the services of CPR Asset Management to provide sub-advisory services to the Fund. As at June 30, 2015 the Sub-Advisor had \$48.7 billion in total assets under management.

### **Officers and Directors of the Sub-Advisor**

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



<b><u>Name and Municipality of Residence</u></b>	<b><u>Office</u></b>	<b><u>Principal Occupation</u></b>
Vafa Ahmadi	Head of Thematic Equities Management	Head of Thematic Equities Management & Portfolio Manager
Clément Maclou	Thematic Equities Portfolio Management	Portfolio Manager
Florian Peudevin	Thematic Equities Portfolio Management	Portfolio Manager
Walid Azar Atallah	Thematic Equities Portfolio Management	Portfolio Manager

The following is a brief description of the background of the key management of the Sub-Advisor.

***Vafa Ahmadi, CIIA, Head of Thematic Equities Management***

Vafa joined CPR Asset Management in 2006 first as Head of Direct Investments Global balanced Team and then in 2009 as Head of Thematic Equities. He began his career, in 1997, at BNP Gestion in the position of French Equity Portfolio Manager. He moved to Deutsche Asset Management as a European Equity Portfolio Manager (1998-2004), then, at Aurel Leven, as Director of Institutional Management.

Vafa is a SFAF (French Financial Analystes Society) graduate and member. He holds a post-graduate degree in Finance from University of Panthéon-Sorbonne and spent a few months (1995) at Johnson Graduate School of Management Cornell University (NY, USA) as a Researcher.

***Clément Maclou, CIIA, Thematic Equities Portfolio Manager***

Clément joined the Equity Team of CPR Asset Management in 2007 as Assistant Portfolio Manager: first as Assistant Portfolio Manager over Global Equities portfolios and then over European Equities portfolios. Since 2009, he has been a portfolio manager within the Thematic Equities department in collaboration with Vafa Ahmadi. Prior to this, he was, between 2005 and 2007, at the Reporting & Performance attribution department. Before joining CPR Asset Management, he was an Assistant Fixed Income Fund Manager at Martin Maurel Gestion.

Clement holds a post graduate degree in International Financial Management from IAE in Aix-en-Provence - France (Institut des Administrations d'Entreprises), and graduated from the Business School ESCE (Paris).

***Florian Peudevin, CFA, Portfolio Manager***

Florian joined CPR Asset Management in January 2015, as Junior Portfolio Manager within the Thematic Equities Team. He began his career in 2004 at BNP Paribas, as an investors service provider on markets operations. He moved to Société Générale AM in 2008, where he was in charge of products operations, then, from 2010 to 2014, he was in charge of strategic marketing development within Amundi Group.

Florian graduated from Cass Business School (London), and is a CFA Charterholder.

***Walid Azar Atallah, Portfolio Manager***

Walid joined CPR Asset Management in the summer of 2013 as Assistant Portfolio Manager within the Thematic Equities Team. Prior to this, he worked as a broker at GFIC (Gulf Finance and Investment Company - Beirut) and as a Macroeconomic Analyst at Aksys Capital (Beirut).

Walid obtained a masters degree in trading and risk management from INSEEC Business School in Paris and a Bachelor of Economics degree from Saint Joseph University in Beirut.

### CPR Silver Age

In managing the Portfolio, the Sub-Advisor will employ substantially the same investment strategy as it employs in the CPR Silver Age Fund. As at August 31, 2015 the CPR Silver Age Fund had assets under management of over \$1.56 billion. The two funds will differ in some respects. In particular, the CPR Silver Age Fund is limited to issuers domiciled in Europe, size, fees/expenses and distributions/redemptions. In addition, the Sub-Advisor also manages the CPR Global Silver Age Fund and the Global Ageing Planet Opportunities Fund, which are also managed using a substantially similar investment strategy as the Fund, but these funds have been in existence for less than one year.

The table below outlines, as at September 15, 2015, the performance of CPR Silver Age compared to the MSCI Europe Index over the 1 year, 3 year, 5 year and since inception periods.

**Performance of CPR Silver Age (I Class)<sup>(1)</sup>**

	<b>1 Year (%)</b>	<b>3 Year (%)</b>	<b>5 Year (%)</b>	<b>Since Inception<sup>(2)</sup> (%)</b>
<b>CPR Silver Age</b>	15.22 %	17.22 %	13.40 %	13.60 %
<b>MSCI Europe Index<sup>(3)</sup></b>	4.99 %	11.11 %	8.63 %	8.94 %

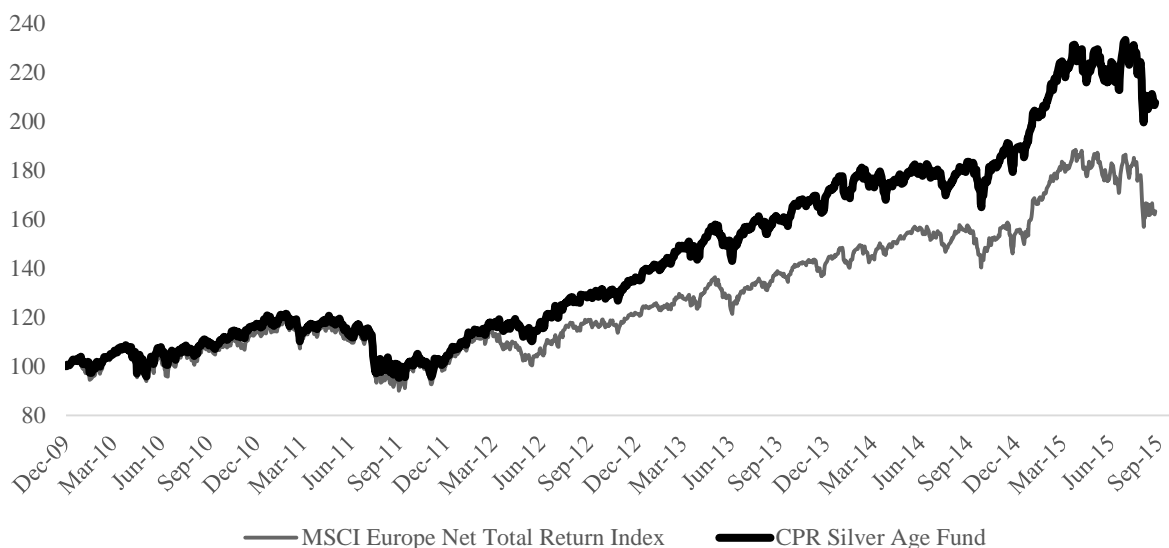
Source: Bloomberg, September 15, 2015.

1. Annualized Performance in €net of management fees.

2. December 2009.

3. There is no benchmark index that directly coincides with the theme of the fund. However, for information purposes, the MSCI Europe index (net dividends reinvested) has been used to show the fund's performance in relation to the broader market. This index acts as a benchmark to gauge the performance of the fund without limiting its management.

**Performance of CPR Silver Age**



Source: Bloomberg, September 15, 2015.

**The performance of the Fund may differ substantially from the performance of the CPR Silver Age fund. There can be no assurance that the performance of the Fund will equal or exceed the performance of**

**the CPR Silver Age fund. While the Sub-Advisor will employ a substantially similar investment strategy with respect to the Portfolio as it employs in managing the CPR Silver Age fund, the investments in the Portfolio and CPR Silver Age will not be identical and may differ significantly from time to time as a result of, among other things, the universe of issuers, different size of the two funds, differences in the fees and expenses of the two funds and differences in the two funds' policies with respect to distributions and redemptions. Past performance does not guarantee future results.**

### **The Sub-Advisory Agreement**

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

The Sub-Advisor or Investment Manager may terminate the Sub-Advisory 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 Sub-Advisory Agreement and has not remedied the breach within 30 days of receipt of written notice requiring the breach to be remedied.

The Sub-Advisory Agreement may be terminated immediately if any of the following events take place: (i) in the event the Sub-Advisor or Investment Manager is subject to a material regulatory issue that would affect the ability of the Sub-Advisor or the Investment Manager to fulfill its obligations under the Sub-Advisory Agreement or if the Sub-Advisor is unable to provide the services contemplated in the Sub-Advisory Agreement; (ii) in the event that the Sub-Advisor or the Investment Manager becomes 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 the Sub-Advisor or the Investment Manager 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 the Sub-Advisor or the Investment Manager.

In the event that the Sub-Advisory Agreement is terminated as provided above, the Investment Manager will appoint a successor to carry out these activities. Any termination of the Sub-Advisory 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 of notice of termination is given and the effective date of termination, the Sub-Advisor agrees to continue to provide services to the Fund to the best of its ability in accordance with the standard of care set out above.

Under the Sub-Advisory Agreement, the Sub-Advisor covenants to deal fairly, 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. Provided the Sub-Advisor has acted in accordance with the standard of care, diligence and skill set forth above, the Sub-Advisor and its directors, officers, employees, agents or affiliates shall not be held liable for any act, omission or mistake of judgment in the course of, or connected with, the performance of its obligations under the Sub-Advisory Agreement, nor for the making, retention or sale of any investment under the Sub-Advisory Agreement, nor for any resultant or other loss to or diminution of the assets of the Fund, except as is caused by the negligence, lack of good faith or wilful misconduct of the Sub-Advisor or its directors, officers, employees, agents or affiliates.

Pursuant to the Sub-Advisory Agreement, the Sub-Advisor and its officers, directors, employees, agents and affiliates shall not be held liable to the Fund, Harvest, Unitholders, the Investment Manager or any other party for any loss or damage relating to the Fund and shall be indemnified from the assets of the Fund against all actions, proceedings, claims, costs, losses (other than loss of profits), damages or expenses, including legal costs, in connection with the Sub-Advisory Agreement brought, commenced or prosecuted against such party for or in respect of any act, deed, matter or thing whatsoever, made, done, acquiesced in or omitted in or about or in relation to the execution of the Sub-Advisor's duties under the Sub-Advisory Agreement and also from and against all other costs, including legal costs, charges and expenses which it sustains or incurs in or about or in relation to the business and affairs of the Fund unless any such indemnified person is finally adjudicated to have committed a material breach or default of its obligations under the Sub-Advisory Agreement or an act or omission involving bad faith, negligence, fraud, wilful misconduct or reckless disregard of such person's duties under the Sub-Advisory Agreement.

## **Independent Review Committee**

In accordance with NI 81-107, the Manager has appointed an Independent Review Committee (“**IRC**”) for the Fund and the investment 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 Don Hathaway, Adam Conyers and Karen Fisher. 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](http://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 accordance 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 is currently anticipated to be \$11,000 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 pursuant to the Declaration of Trust and is responsible for certain aspects of the day-to-day administration of the Fund. The address of the Trustee where it principally provides services to the Fund is at 710 Dorval Drive, Suite 209, Oakville, Ontario L6K 3V7.

The Trustee may resign upon 60 days’ notice to Unitholders. The Trustee shall be removed if the Trustee is no longer resident in Canada for purposes of the Tax Act, ceases to carry on its functions of managing the Fund in Canada, or ceases to exercise the main powers and discretions of the trustee in respect of the Fund in Canada, 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 will be appointed as the custodian (the “**Custodian**”) and valuation agent of the Fund pursuant to separate custodian and valuation agreements between the Fund and the Custodian. 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, the Custodian will be responsible for providing valuation services to the Fund and will calculate the NAV of the Fund and the NAV per Unit pursuant to the terms of a separate valuation service agreement. See "Calculation of Net Asset Value".

The Custodian 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 not receive any fees from the Fund in its capacity as promoter. Harvest will receive management 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 auditor is PricewaterhouseCoopers LLP, Chartered Professional Accountants, Licensed Public Accountants, at its principal office located at Suite 2600, 18 York Street, Toronto, Ontario, M5J 0B2.

#### **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 of the Fund on a particular date will be equal to the aggregate fair value of the assets of the Fund less the aggregate fair value of the liabilities of the Fund, expressed in Canadian dollars at the Reference Exchange Rate on such date. The NAV of the Fund will be calculated using the fair value of the Fund's assets and liabilities based on the policies and procedures described below.

The NAV per Unit on any day will be obtained by dividing the NAV of the Fund allocated to the Units of such class, divided by the number of Units of such class then outstanding at the time the calculation is made.

#### **Valuation Policies and Procedures of the Fund**

Unless otherwise required by law, in determining the NAV of the Fund the Manager will take into account:

- (a) the value of any cash on hand or on deposit, demand notes, accounts receivable, prepaid expenses, cash dividends or distributions 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 face amount thereof, unless the Manager determines that any such asset is not worth the face amount thereof, in which event the value thereof shall be deemed to be such value as the Manager determines to be the fair value thereof;

- (b) bonds, debentures, notes, money market instruments and other debt securities shall be valued by taking the bid price at the NAV Valuation Time;
- (c) any security that is listed or dealt in on a stock exchange shall be valued at the sale price applicable to a board lot last reported at the NAV Valuation Time on the principal stock exchange on which such security is traded, or if no sale price is available at that time, the last closing price quoted for the security, but if bid and ask quotes are available, at the average of the latest bid and ask price rather than the last quoted closing price;
- (d) 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 (i) the value based on reported quotation in common use and (ii) 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;
- (e) any security purchased, the purchase price of which has not been paid, shall be included for valuation purposes as a security held, and the purchase price, including brokers' commissions and other expenses, shall be treated as a liability of the Fund;
- (f) any security sold but not delivered, pending receipt of the proceeds, shall be valued at the net sale price;
- (g) if any date on which the NAV is determined is not a Business Day, then the securities comprising the Portfolio and other property of the Fund will be valued as if such date were the preceding Business Day;
- (h) if any investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Manager to be inappropriate under the circumstances, then notwithstanding the foregoing rules, the Manager shall make such valuation as it considers fair and reasonable;
- (i) the value of all assets of the Fund quoted or valued in terms of foreign currency, the value of all funds on deposit and contractual obligations payable to the Fund in foreign currency and the value of all liabilities and contractual obligations payable by the Fund in foreign currency shall be determined using the applicable rate of exchange current as quoted by customary banking sources at, or as nearly as practicable to, the applicable date on which the NAV is determined; and
- (j) the estimated operating expenses of the Fund shall be accrued to the date as of which the NAV is being determined.

Harvest may suspend the calculation of the NAV when the right to redeem a Unit is suspended. See "Redemption of Units – Suspension of Redemptions and Purchases". During any period of suspension, there will be no calculation of the NAV and the Fund will not be permitted to issue or redeem Units. The calculation of the NAV will resume when trading in the Fund's securities resumes.

### **Reporting of Net Asset Value**

The NAV per Unit of a class will be calculated on each Business Day based on valuations as of 4:15 p.m. (Toronto time). The calculated NAV per Unit will be made available on the internet at [www.harvestportfolios.com](http://www.harvestportfolios.com).

## **ATTRIBUTES OF THE UNITS**

### **Units**

The beneficial interests in the net assets and net income of the Fund are reflected in the Units. The Fund is authorized to issue an unlimited number of classes of units and an unlimited number of units of each class.

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, if any, and distributions upon the termination of the Fund. On the redemption of the Units, however, the Fund may allocate and designate as payable to redeeming Unitholders their share of the Fund’s capital gains realized in the taxation year up to the date of redemption. 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, except: (i) for net proceeds per Unit not less than the NAV per Unit of the applicable class calculated on the date immediately prior to the pricing of the offering; (ii) by way of a distribution paid in additional Units; (iii) pursuant to the Reinvestment Plan; or (iv) with the approval of Unitholders. Immediately after a pro rata distribution of Units to all Unitholders of a class in satisfaction of any non-cash distribution, the number of outstanding Units of the applicable class will be consolidated such that each Unitholder will hold after the consolidation the same number of Units of the applicable class 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 of each class 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.

### **Purchase for Cancellation**

The Declaration of Trust provides that the Fund may, in its sole discretion, from time to time, purchase (in the open market or by invitation for tenders) Units for cancellation subject to applicable law and stock exchange requirements, based on the Manager’s assessment that such purchases are accretive to Unitholders, in all cases at a price per Unit not exceeding the most recently calculated Net Asset Value per Unit of Unit immediately prior to the date of any such purchase of Units. It is expected that these purchases will be made as normal course issuer bids through the facilities and under the rules of the TSX or such other exchange or market on which the Units are then listed.

### **Take-over Bids**

The Declaration of Trust contains provisions to the effect that if a take-over bid is made for the Units and not less than 90% of the aggregate of the Units (but not including any Units held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by the Unitholders who did not accept the take-over bid on the terms offered by the offeror.

## UNITHOLDER MATTERS

### Meetings of Unitholders

A meeting of Unitholders may be convened by the Trustee or 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. Unitholders may request to change the Manager only if the Manager is in breach under the Declaration of Trust. Not less than 21 days and not more than 50 days' notice will be given of any meeting of Unitholders. The quorum at any meeting of all Unitholders is two Unitholders present in person or by proxy except for the purpose of any meeting called by Unitholders to consider item (a) 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 any 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 meeting of Unitholders, 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 Conversion, the Fund is required to obtain Unitholder approval for certain matters as set out in Part 5 of NI 81-102 that are applicable to non-redeemable investment funds. In addition to such requirements, 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 of the manager of the Fund, other than to an affiliate of the Manager; or
- (b) a termination of the Fund, other than as described under "Termination of the Fund".

In addition, the Manager may, without obtaining Unitholder approval, merge the Fund (a "**Permitted Merger**") with another fund or funds in accordance with applicable laws. If the Manager determines that a merger is a Permitted Merger, the Manager can effect the merger, including any required changes to the Declaration of Trust, without seeking Unitholder approval for the merger or such amendments. If a decision is made to merge, the Manager will send Unitholders written notice at least 60 days prior to the proposed effective date thereof disclosing details of the proposed merger. While the funds to be merged will have similar investment objectives, the funds may have different investment strategies, guidelines and restrictions and, accordingly, the units of the merged funds will be subject to different risk factors.

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) 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;
- (h) create one or more new class or classes of units of the Fund having rights or privileges inferior to or equal to the outstanding units of any class and make amendments to the Declaration of Trust related thereto, provided that the rights of existing Unitholders are not changed in an adverse manner;
- (i) terminate the Fund without Unitholder approval as set forth under the heading “Termination of the Fund”; and
- (j) make any changes to effect a Permitted Merger.

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 primarily 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 of the Fund (on a number of units or fair market value basis) 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 of the Fund 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 of the Fund then outstanding (on a number of units or fair market value basis) 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 persons 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 of the Fund or a portion thereof to residents of Canada within a specified period of not less than 30 days. If the persons receiving such notice have not disposed of the specified number of units of the Fund 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 persons, dispose of such units of the Fund. Upon such redemption or sale, the affected persons shall cease to be beneficial owners of units of the Fund and their rights shall be limited to receiving the redemption price or the net proceeds of sale of such units of the Fund.

Notwithstanding the foregoing, the Manager may determine not to take any of the actions described above if the Manager has been advised by legal counsel that the failure to take any of such actions would not adversely impact the status of the Fund as a mutual fund trust for purposes of the Tax Act or, alternatively, may take such other action or actions as may be necessary to maintain the status of the Fund as a mutual fund trust for purposes of the Tax Act.

### **Tax Information Reporting**

Pursuant to the Canada-United States Enhanced Tax Information Exchange Agreement entered into between Canada and the United States on February 5, 2014 (the “IGA”) and related Canadian legislation found in Part XVIII of the Tax Act, the dealers through which Unitholders hold their Units are required to report certain information with respect to Unitholders who are U.S. residents and U.S. citizens (including U.S. citizens who are

residents and/or citizens of Canada), and certain other “U.S. Persons”, as defined under the IGA (excluding plan trusts), to the CRA. The CRA is expected to provide the information to the U.S. Internal Revenue Service.

### **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 Extraordinary Resolution 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. In either case, a press release disclosing the termination must be issued not earlier than 15 days and not later than 90 days prior to the termination.

The Fund will issue a press release not earlier than 15 days and not later than 90 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, the Manager and Investment Manager, as applicable, 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, 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):

	<b>Minimum Offering</b>	<b>Maximum Offering</b>
Gross proceeds to the Fund	\$20,000,000	\$●
Agents’ fees	\$1,050,000	\$●
Expenses of issue	\$300,000	\$●
Net proceeds to the Fund	\$18,650,000	\$●

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 “Investment 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 among the Agents, the Manager, 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 \$0.525 (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 additional Units in an amount 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 Option Units will be purchased at the Offering Price and the Agents will be entitled to a fee of \$0.525 per Option Unit in respect of each Option Unit purchased. This prospectus also qualifies the granting of the Over-Allotment Option and the distribution of the Option Units that may be offered in relation to the Over-Allotment Option. A purchaser who acquires Option Units forming part of the Agents’ over

allocation position acquires such Option 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.

If subscriptions for a minimum of 2,000,000 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 ●, 2015, or such later date that is on or before 90 days after a receipt for the final prospectus is issued, 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 Investment Manager maintains policies and procedures that are designed to be guidelines for the voting of proxies. These policies and procedures are to be followed to determine whether, and how, to vote on a matter for which the Investment Manager receives proxy materials.

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 on routine matters such as electing corporate directors, appointing external auditors and adopting or amending management compensation plans through consultation with its corporate governance team and the applicable fund manager;
- (b) the Investment Manager may deviate from its policy with respect to the voting of routine matters on a case-by-case basis and in circumstances where it deems necessary to advance the interests of Unitholders;
- (c) the Investment Manager will accord with its own internal procedures and mechanisms for determining how to vote or refrain from voting on non-routine matters, and will particularly refrain from voting on matters where a lack of sufficient and transparent financial information negates the ability to engage in informed voting;
- (d) the Investment Manager will, in the context of a conflict of interest, resolve the conflict in a way that most benefits Unitholders; and
- (e) the Investment Manager will ensure that its securities are voted in accordance with its instructions by using an appropriate electronic voting platform and, where it deems necessary, being physically present to vote in person.

The Manager will post the proxy voting record annually at [www.harvestportfolios.com](http://www.harvestportfolios.com). The Fund will send the most recent proxy voting policies and procedures and proxy voting record, without charge, to any Unitholder upon a request made by the Unitholder.

### **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 Sub-Advisory Agreement as described under “Organization and Management Details of the Fund”;
- (e) the Agency Agreement described under “Plan of Distribution”; and
- (f) 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.

### **LEGAL AND ADMINISTRATIVE PROCEEDINGS**

In September 2013, Michael Kovacs, President and Chief Executive Officer of the Manager, entered into a settlement agreement and order with the OSC with respect to certain personal trades and failing to file insider trading reports in connection with a fund managed by the Manager. Pursuant to the settlement agreement reached between the OSC and Mr. Kovacs, he agreed to an order which included that all of his trades be pre-cleared by the chief compliance officer of the Manager for a period of one year following the date of the settlement agreement. Pursuant to the settlement agreement, Mr. Kovacs paid a voluntary payment of \$15,000 and paid an administrative penalty and costs of the OSC’s investigation in the amount of \$15,000. A copy of the settlement agreement and order of the OSC is available on the OSC’s website at [www.osc.gov.on.ca](http://www.osc.gov.on.ca).

### **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 auditor is PricewaterhouseCoopers LLP, Chartered Professional Accountants, Licensed Public Accountants, who has prepared an independent auditor’s report dated ●, 2015 in respect of the Fund’s statement of financial position as at ●, 2015. PricewaterhouseCoopers LLP has advised that they are independent with respect to the Fund within the meaning of the Rules of Professional Conduct of the Chartered Professional 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 advisor.



## INDEPENDENT AUDITOR'S REPORT

To the Unitholder and Trustee of Global Aging Opportunities Growth & Income Fund (the "Fund").

We have audited the accompanying statement of financial position of the Fund as at ●, 2015 and the related notes which comprise of a summary of significant accounting policies and other explanatory information (the "financial statement").

### Management's responsibility for the financial statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with those requirements of International Financial Reporting Standards relevant to preparing such a financial statement, and for such internal control as management determines is necessary to enable the preparation of the financial statement that is free from material misstatement, whether due to fraud or error.

### Auditor's responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

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

### Opinion

In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Fund as at ●, 2015 in accordance with those requirements of International Financial Reporting Standards relevant to preparing such a financial statement.

Toronto, Canada  
●, 2015

●  
Chartered Professional Accountants  
Licensed Public Accountants

**GLOBAL AGING OPPORTUNITIES GROWTH & INCOME FUND  
STATEMENT OF FINANCIAL POSITION**

As at ●, 2015

**ASSETS**

**Current Assets**

Cash.....	<u>\$10</u>
<b>Total Assets</b>	<u><u>\$10</u></u>

**Net Assets Attributable to the Holder of Redeemable Units**

1 Unit (Notes 1 and 4).....	<u>\$10</u>
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<b>Net Assets Attributable to the Holder of Redeemable Units per unit</b>	<b>\$10</b>
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**Approved by the Board of Directors of Harvest Portfolios Group Inc.:**

●  
Director

●  
Director

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

**GLOBAL AGING OPPORTUNITIES GROWTH & INCOME FUND**  
**NOTES TO STATEMENT OF FINANCIAL POSITION**

**1. NATURE OF OPERATIONS**

Global Aging Opportunities Growth & Income Fund (the “**Fund**”) is a non-redeemable investment fund governed by the laws of the Province of Ontario pursuant to a declaration of trust (the “**Declaration of Trust**”) dated ●, 2015 by Harvest Portfolios Group Inc. (“**Harvest**” or the “**Manager**”), as manager and trustee of the Fund. Pursuant to the Declaration of Trust, the sum of \$10.00 is held in trust which Harvest has contributed and which constitutes the initial trust property of the Fund, and as such is the Fund’s ultimate parent as of that date. Amundi Canada Inc., a fully-owned subsidiary of Amundi S.A. (“**Amundi**”), has been retained as the investment manager for the Fund (the “**Investment Manager**”). The Investment Manager has retained CPR Asset Management, a fully-owned subsidiary of Amundi Group, as sub-advisor for the Fund (the “**Sub-Advisor**”). The registered and head office of the Fund is 710 Dorval Drive, Oakville, Ontario.

The Fund’s investment objectives are to provide holders of Units (the “**Unitholders**”) with: (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions through exposure to an actively managed portfolio (the “**Portfolio**”) consisting primarily of global publicly traded equity securities of companies that the Investment Manager believes will benefit from the aging of the population.

The Fund will be exposed to a number of foreign currencies. Substantially all of the value of the Portfolio denominated in a foreign currency may be hedged back to the Canadian dollar.

The statement of financial position was authorized for issue by the Board of Directors of the trustee of the Fund on ●, 2015.

**2. SIGNIFICANT ACCOUNTING POLICIES**

The principal accounting policies applied in the preparation of the statement of financial position are set out below.

**Basis of presentation**

The financial statement of the Fund is prepared in accordance with International Financial Reporting Standards (“**IFRS**”), as published by the International Accounting Standards Board (IASB) relevant to preparing a statement of financial position. The statement of financial position has been prepared under the historical cost convention.

**Functional and presentation currency**

The financial statement is presented in Canadian dollars, which is the Fund’s functional and presentation currency.

**Financial instruments**

The Fund recognizes financial instruments at fair value upon initial recognition, plus transaction costs in the case of financial instruments measured at amortized cost. Regular way purchases and sales of financial assets are recognized at their trade date.

Cash is held by counsel in trust.

**Securities valuation**

The net asset value (“**NAV**”) of the Fund on a particular date will be equal to the aggregate fair value of the assets of the Fund less the aggregate fair value of the liabilities of the Fund, expressed in Canadian dollars on such date. The NAV of the Fund will be calculated using the fair value of the Fund’s assets and liabilities.

**Net assets attributable to holders of redeemable units per unit**

The NAV per Unit on any day will be obtained by dividing the NAV of the Fund divided by the number of Units then outstanding at the time the calculation is made.



## Redeemable units

International Accounting Standard 32 Financial Instruments: Presentation requires that units or shares of an entity which include a contractual obligation for the issuer to repurchase or redeem them for cash or another financial asset be classified as a financial liability unless certain criteria are met. The Fund's units are redeemable at 95% of their market price monthly and will be redeemable at NAV after conversion. As a result, the Fund's unit contains multiple contractual obligations and therefore is presented as a financial liability.

### 3. FAIR VALUE

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The carrying values of cash and the Fund's obligation for net assets attributable to the holder of redeemable units approximate their fair values.

### 4. REDEEMABLE UNITS

The authorized capital of the Fund consists of an unlimited number of transferable units, each of which represents an equal, undivided interest in the net assets of the Fund. Except as provided in the Declaration of Trust, 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 in any and all distributions made by the Fund.

All issued redeemable units are fully paid. In accordance with the objectives outlined in Note 1, the Fund endeavours to invest the subscriptions received in appropriate investments while maintaining sufficient liquidity to meet redemptions, such liquidity being augmented by disposal of securities held where necessary.

The Fund intends to make quarterly cash distributions payable to Unitholders of record on the last Business Day of each quarter and pay such cash distributions on or before the 15th day of the following month. Beginning in November 2016, the Fund will annually determine and announce the Indicative Distribution Amount for the following 12 months based upon the prevailing market conditions. The initial Indicative Distribution Amount will be \$0.10 per Unit per quarter (\$0.40 per annum representing an annual cash distribution of 4.0% based on the \$10.00 per Unit issue price). The initial pro-rated cash distribution is anticipated to be payable on or before January 15, 2016 to Unitholders of record on December 31, 2015.

The Fund will also make available to unitholders the opportunity to reinvest quarterly distributions from the Fund in additional units by participating in a distribution reinvestment plan which will provide that cash distributions made by the Fund shall, at the election of a unitholder, be automatically reinvested in additional units, as applicable, on such unitholder's behalf in accordance with the terms of the plan. Reinvestment of distributions will occur either through market purchases or units issued from treasury depending on whether the trading price of the units is above or below NAV and if units are available for purchase on the market.

The Manager intends that on or about June 20, 2017, the Fund will, subject to applicable law, which may require Unitholder or regulatory approval, convert into an open-ended mutual fund or merge by way of a tax-deferred merger with an open-ended mutual fund managed by the Manager or an affiliate thereof. In the event of a tax-deferred merger, it is the Manager's intention that the open-ended mutual fund will have substantially similar investment objectives and investment strategy as the Fund. The expenses associated with any such conversion or merger will be paid by the Manager and not the Fund.

## Redemptions

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 for monthly redemption. Upon receipt by the Fund of the redemption notice, 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 the 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.

Notwithstanding the Monthly Redemption Price formula above, at no time will the Fund pay out redemption proceeds greater than the NAV per unit as determined on the monthly redemption date for each unit being redeemed on such monthly redemption date.

After conversion Units may be redeemed on a daily basis.

## 5. MANAGEMENT FEES AND OTHER EXPENSES

Harvest is responsible for providing or arranging for required general and administrative services to the Fund.

Pursuant to the Management Agreement, the Manager is entitled to a management fee at an annual rate of 1.25% of NAV (the “**Management Fee**”) plus applicable taxes. Fees payable to Harvest will be calculated and payable monthly in arrears based on the average NAV calculated at each Valuation Time during that month. The Management Fee will be paid in cash and the Investment Manager will be remunerated by the Manager out of the Management Fee.

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.

The Fund will pay for all ordinary expenses incurred in connection with its operation and administration and any applicable HST thereon. It is expected that the expenses for the Fund will include, without limitation: fees payable to the Custodian and other third party services providers, legal, accounting, audit and valuation fees and expenses, fees and expenses of the members of the Independent Review Committee (“**IRC**”), expenses related to compliance with NI 81-107 Independent Review Committee for Investment Funds, fees and expenses relating to the voting of proxies by a third party, premiums for insurance coverage for the members of the IRC, costs of reporting to Unitholders, registrar, transfer and distribution agency costs, listing fees and expenses and other administrative expenses and costs incurred in connection with the continuous public filing requirements, website maintenance costs, taxes, costs and expenses of preparing financial and other reports, costs and expenses arising as a result of complying with all applicable laws, regulations and policies including any costs associated with the printing and mailing costs of any documents that the securities regulatory authorities require be sent or delivered to investors in the Fund and extraordinary expenses that the Fund may incur. Such expenses will also include expenses of any action, suit or other proceedings in which or in relation to which the Manager, the Investment Manager, the Custodian, the IRC and/or any of their respective officers, directors, employees, consultants or agents is entitled to indemnity by the Fund. 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.

The Fund will pay the expenses incurred in connection with the Offering of Units by the Fund, subject to a maximum of 1.5% of the gross proceeds of the Offering. The expenses of the Offering, together with the Agent’s fees, payable by the Fund, will be reflected as a reduction of net assets attributable to the holder of redeemable units.

Any arrangements for additional services between the Fund and the Manager, or any affiliate thereof, that have not been described in this prospectus will be on terms approved by the Fund's IRC that are no less favourable to the Fund than those available from arm's length persons (within the meaning of the Tax Act) for comparable services and the Fund will pay all expenses associated with such additional services.

## 6. AGENCY AGREEMENT

The Fund, the Manager and the Investment Manager have entered into an agency agreement with BMO Nesbitt Burns Inc., CIBC World Markets Inc., Scotia Capital Inc., National Bank Financial Inc., GMP Securities L.P., Canaccord Genuity Corp., Raymond James Ltd., Industrial Alliance Securities Inc., PI Financial Corp., Desjardins Securities Inc., Dundee Securities Ltd., Global Securities Corporation and Mackie Research Capital Corporation (collectively, the "Agents") dated as of ●, 2015 pursuant to which the Fund has agreed to create, issue and sell, and the Agents have agreed to offer for sale to the public, a minimum of 2,000,000 Units and a maximum of ● Units at \$10.00 per Unit. The Agents' fee will be \$0.525 (5.25%) for each Unit sold.

The Fund has granted to the Agents an option exercisable for a period of 30 days following the closing of the Offering to purchase additional Units in an amount up to 15% of the aggregate number of Units issued at the closing of the Offering on the same terms as the offering of Units to cover over-allotments, if any.

**CERTIFICATE OF THE FUND, THE MANAGER AND THE PROMOTER**

Dated: September 28, 2015

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 and Promoter of the Fund)

*(SIGNED)* MICHAEL KOVACS  
Chief Executive Officer and President

*(SIGNED)* DANIEL LAZZER  
Chief Financial Officer

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

*(SIGNED)* TOWNSEND HAINES  
Director

*(SIGNED)* MARY MEDEIROS  
Director

## CERTIFICATE OF THE AGENTS

Dated: September 28, 2015

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.**

**SCOTIA CAPITAL INC.**

*(SIGNED)* ROBIN G. TESSIER

*(SIGNED)* MICHAEL D. SHUH

*(SIGNED)* ROBERT HALL

**NATIONAL BANK FINANCIAL INC.**

**GMP Securities L.P.**

*(SIGNED)* TIMOTHY EVANS

*(SIGNED)* ANDREW KIGUEL

**CANACCORD GENUITY CORP.**

**RAYMOND  
JAMES LTD.**

*(SIGNED)* RON SEDRAN

*(SIGNED)* J. GRAHAM FELL

**INDUSTRIAL ALLIANCE  
SECURITIES INC.**

**PI FINANCIAL CORP**

*(SIGNED)* FREDERIC PAQUETTE

*(SIGNED)* TRINA WANG

**DESJARDINS  
SECURITIES INC.**

**DUNDEE SECURITIES  
LTD.**

**GLOBAL SECURITIES  
CORPORATION**

**MACKIE RESEARCH  
CAPITAL CORPORATION**

*(SIGNED)* NAGLAA  
PACHECO

*(SIGNED)* AARON UNGER

*(SIGNED)* ADAM  
GARVIN

*(SIGNED)* DAVID KEATING



Global Aging Opportunities  
Growth & Income Fund