



Alternative Mutual Fund

FULCRA CREDIT OPPORTUNITIES FUND

Offering of Class D, Class F (formerly, Class B) and Class I Units

SIMPLIFIED PROSPECTUS DATED JULY 29, 2024

The Fund and the units of the Fund are offered under this document in each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Nova Scotia and the territory of Yukon. The units are intended primarily for purchase by residents of Canada. The units offered under this Simplified Prospectus are not registered with the United States Securities and Exchange Commission and such securities are sold in the United States only in reliance on exemptions from registration.

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

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FORWARD-LOOKING STATEMENTS

Certain statements in this document are forward-looking statements, including those identified by the expressions “anticipate”, “believe”, “plan”, “estimate”, “expect”, “intend” and similar expressions to the extent they relate to the Fund (as defined herein) or the Manager (as defined herein). Forward-looking statements are not historical facts but reflect the current expectations of the Fund or the Manager regarding future results or events. Such forward-looking statements reflect the Fund or the Manager’s current beliefs and are based on information currently available to them. Forward-looking statements involve significant risks and uncertainties. A number of factors could cause actual results or events to differ materially from current expectations. Some of these risks, uncertainties and other factors are described under “What are the Risks of Investing in the Fund” in this document. Although the forward-looking statements contained in this document are based upon assumptions that the Fund and the Manager believe to be reasonable, neither the Fund nor the Manager can assure investors that actual results will be consistent with these forward-looking statements. Unless otherwise stated, the forward-looking statements contained in this document are made as at the date hereof and neither the Fund nor the Manager assumes any obligation to update or revise them to reflect new events or circumstances, except as required by law.

PART A: GENERAL DISCLOSURE

INTRODUCTORY DISCLOSURE

This document contains selected important information to help you make an informed investment decision about investing in the Fund and to help you understand your rights as an investor. This document is divided into two parts.

- **Part A**, from pages 1 through 32, contains general information applicable to the Fund.
- **Part B**, from pages 33 through 54, contains specific information about the Fund.

Additional information about the Fund is available in the following documents:

- the most recently filed Fund Facts documents;
- the most recently filed annual financial statements;
- any interim financial report filed after those annual financial statements;
- the most recently filed annual management report of fund performance; and
- any interim management report of fund performance filed after that annual management report of fund performance.

These documents are incorporated by reference into this document, which means that they legally form part of this document just as if they were printed as a part of this document. These documents are available at your request, and at no cost, by calling us at **604-683-8362** (collect calls are accepted), or by contacting your Dealer.

These documents are available on the Fund's designated website at **www.fulcraam.com** or by contacting the Fund at **info@fulcraam.com**.

These documents and other information about the Fund are available at **www.sedarplus.ca**.

To make this document easier to read, we use the following terms throughout:

- **We, us, our, Manager, Portfolio Advisor, Trustee and Fulcra** refer to Fulcra Asset Management Inc., in its capacity as manager and/or portfolio advisor of the Fund, as the context may dictate.
- **You** refers to an individual investor and everyone who invests or may invest in the Fund.
- **Unitholder** refers to an owner of a unit.
- **Fund** refers to the **Fulcra Credit Opportunities Fund** offered to the public under this Prospectus and listed on the cover. The Fund is an alternative mutual fund that is subject to National Instrument 81-101 *Mutual Fund Prospectus Disclosure* ("**NI 81-101**") and National Instrument 81-102 *Investment Funds* ("**NI 81-102**").
- **Dealer** refers to both the dealer and the registered representative in your province or territory who advises you on your investments.
- **Registered Plans** refer to RRSPs, RRIFs, TFSAs, RESPs, FHSAs and DPSPs, each as defined under the "*Optional Services – Registered Plans*" section of this Prospectus.
- **Prospectus** refers to this Simplified Prospectus.

RESPONSIBILITY FOR MUTUAL FUND ADMINISTRATION

Manager

The Manager, Fulcra Asset Management Inc., is the investment fund manager of the Fund. The registered office of the Manager is located at 1201 – 333 Seymour Street, Vancouver, British Columbia V6B 5A6. The Manager can be contacted by telephone at **604-683-8362** (collect calls are accepted), or by email at **info@fulcraam.com**. The Manager's website is **www.fulcraam.com**.

The Manager is responsible for the day-to-day operations of the Fund and has the powers necessary to perform its duties as set forth in the third amended and restated trust agreement dated as of July 29, 2024 (the "**Trust Agreement**"), which duties include managing the business and administration of the Fund. Pursuant to the Trust Agreement, the Manager also acts as trustee and portfolio manager of the Fund. The Manager may delegate any or all of its responsibilities, powers, discretions and authorities to third parties where, in the discretion of the Manager, it would be in the best interests of the Fund and the unitholders to do so. Further information regarding the Trust Agreement is set out under "Responsibility for Mutual Fund Administration – Directors, Executive Officers, and Trustee".

If the Manager at any time resigns, becomes insolvent or bankrupt or subject to the provisions of the *Winding-up and Restructuring Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada), goes into liquidation or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Fund will terminate unless, within a period of 90 days of the happening of such event, the Trustee (as defined below) appoints a new manager whose appointment must be approved by a majority of Unitholders, if required by the Trust Agreement, and who may be an affiliate of the Manager or the Trustee. Pending such appointment, the Trustee may appoint an interim manager, who may be an affiliate of the Trustee, and upon the appointment of the new manager, all the rights, interest, duties and obligations of the Manager under the Trust Agreement will vest in the new manager.

Under the Trust Agreement, the Manager is required to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the Fund and in connection therewith to exercise the degree of care, diligence and skill that a reasonable prudent manager would exercise in comparable circumstances.

The Manager and its directors, officers, employees and any other persons (with the approval of the Trustee) who have undertaken or are about to undertake any action on behalf of the Fund will be indemnified and saved harmless by the Fund from and against any liability and all costs, charges and expenses, including legal fees, that such persons sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against such persons for or in respect of anything done or permitted by such persons in respect of the execution of the duties of such persons' office, and all other costs, charges and expenses that such persons sustain or incur in respect of the affairs of the Fund. Such persons shall not be indemnified by the Fund in respect of any liability, costs, charges or expenses that such persons sustain in or about any action, suit or other proceeding as a result of which there has been willful negligence, willful default or dishonesty on the part of the Manager; a claim is made as a result of a misrepresentation contained in any current prospectus or offering memorandum (or other like documents) of the Fund distributed or filed in connection with the issue of units of the Fund and officers or partners of the Manager or both have granted a contractual right of action forming part of any current prospectus or offering memorandum (or other like document) of the Fund; or the Manager has failed to fulfill its obligations as set forth in the Trust Agreement, unless in an action brought against such persons, they have achieved complete or substantial success as a defendant.

Directors and Executive Officers of Fulcra

The names, municipalities of residence and the respective current positions and offices held with the Manager of all partners, directors and executive officers of the Manager are as follows:

Name and Municipality of Residence	Current Positions and Offices with Fulcra
Matthew Shandro* North Vancouver, British Columbia	President, Portfolio Manager, Director, and Ultimate Designated Person
Kelvin Kwong** Vancouver, British Columbia	Chief Compliance Officer and Director
Shannon Carthy North Vancouver, British Columbia	Director

* *Matthew Shandro also acts as Chief Executive Officer for purposes of signing the Simplified Prospectus of the Fund.*

** *Kelvin Kwong also acts as Chief Financial Officer for purposes of signing the Simplified Prospectus of the Fund.*

Matthew Shandro

Mr. Shandro began his career with Marathon Brokerage in 1993. From 1994 to 1995, Mr. Shandro worked as an equity analyst in Bangkok, Thailand. From 1995 through 1997, Mr. Shandro was an equity analyst for First Marathon Securities covering small to middle capitalization companies located in Western Canada. Mr. Shandro entered the investment management business in 1997 as a high yield analyst with Deans Knight Capital Management. From January 2002 to September 2003, Mr. Shandro was associate portfolio manager with Marret Asset Management, a credit-oriented fixed income management firm where he began implementing alternative credit strategies. In 2003, Mr. Shandro was hired as the lead portfolio manager for CI Investments high yield corporate bond portfolio. While at CI Investments, the Signature High Income Fund that he co-managed grew in assets from \$1.2 billion to \$4.5 billion. From 2006 to 2008, Mr. Shandro was a portfolio manager at Great Pacific Capital Corp., a subsidiary of Jim Pattison Ltd. Mr. Shandro received a Bachelor of Arts (International Relations) from the University of British Columbia.

Kelvin Kwong, CPA, CA, CFA

Mr. Kwong began his career with PricewaterhouseCoopers LLP in 2002. From 2002 to 2006, Mr. Kwong worked in the firm's assurance practice in Vancouver, British Columbia. In 2006, Mr. Kwong entered the investment management industry as Director of Finance and Product Development at Inhance Investment Management Inc. and continued in that role until 2010. From 2010 to 2019, Mr. Kwong was the Chief Financial Officer and Chief Compliance Officer of PenderFund Capital Management Ltd., where he oversaw assets under management grow to \$1 billion. In 2019, Mr. Kwong founded Maven Compliance Group Ltd., providing compliance consulting to boutique investment management firms. Mr. Kwong received a Bachelor of Commerce degree from the Sauder School of Business at the University of British Columbia and is a Chartered Professional Accountant and Chartered Financial Analyst.

Shannon Carthy

Ms. Carthy received a Bachelor of Arts degree in Political Science from Queens University and an Asia Pacific Management degree from Capilano University. After her studies, Ms. Carthy worked for the Economist Intelligence Unit in Bangkok, Thailand. Upon returning to Vancouver from southeast Asia, Ms. Carthy was employed by several firms specializing in marketing, communications, and public relations.

Portfolio Adviser

Fulcra, the Manager, also acts as the portfolio manager of the Fund (in such capacity, the "**Portfolio Adviser**"). The Portfolio Adviser is responsible for providing portfolio management and advisory services to the Fund. Investment decisions are made based on fundamental research and quantitative analysis. The investment decisions made by the Portfolio Adviser's portfolio management team are not subject to the oversight, approval, or ratification of a committee.

The Portfolio Adviser provides its advisory services to the Fund under the Trust Agreement, which is described above under the heading "Responsibility for Mutual Fund Administration – Manager".

The following table sets forth the individual(s) employed by the Portfolio Adviser who make investment decisions for the Fund:

Fund	Portfolio Management Team
Fulcra Credit Opportunities Fund	Matthew Shandro, Lead Portfolio Manager

Brokerage Arrangements

Decisions as to the purchase and sale of portfolio securities and decisions as to the execution of all portfolio transactions, including selection of market, dealer or broker and the negotiation, where applicable, of commissions, are made by the Portfolio Adviser.

The primary consideration in all portfolio transactions will be prompt execution of orders in an efficient manner at the most favourable price. In selecting and monitoring dealers and negotiating commissions, the Portfolio Adviser considers the dealer's reliability, the quality of its execution services on a continuing basis and its financial condition. When more than one dealer is believed to meet these criteria, preference may be given to dealers who provide research or statistical material or other services to the Fund or the Portfolio Adviser. Such research and order execution goods and services include advice, both directly and in writing, as to the value of securities; the advisability of investing in, purchasing or selling securities; the availability of securities, or purchasers or sellers of securities; analyses and reports concerning issues, industries, securities, economic factors and trends, portfolio strategy or the performance of accounts; trading software; market data; custody, clearing and settlement services that were directly related to executed orders; as well as databases and software that supported these goods and services. Dealers and third parties may provide the same or similar goods and services in the future. The users of these research and order execution goods and services are portfolio managers, research analysts and traders. Such services allow the Portfolio Adviser to supplement its own investment research activities and obtain the views and information of others prior to making investment decisions. The Portfolio Adviser is of the opinion that, because this material may be analyzed and reviewed by its staff, its receipt and use does not tend to reduce expenses but may benefit the Fund by supplementing the Portfolio Adviser's research. The Portfolio Adviser conducts trade cost analysis to ensure that the Fund receives a reasonable benefit considering the use of the research and order execution goods and services, as applicable, and the amount of the brokerage commission paid. The Portfolio Adviser also makes a good faith determination that the Fund receives reasonable benefit considering the use of the goods and services, the amount of brokerage commissions paid, the range of services and the quality of research received.

Where brokerage transactions involving client brokerage commissions of the Fund have been or might be directed to a broker in return for the provision of any good or service by the broker or a third party, other than order execution, the names of such brokers or third parties will be provided upon request by contacting us by telephone at **604-683-8362** (collect calls are accepted) or by email at **info@fulcraam.com**.

Directors, Executive Officers, and Trustee

The Manager is the trustee of the Fund pursuant to the Trust Agreement (in such capacity, the "**Trustee**"). The registered office of the Manager is located at 1201 – 333 Seymour Street, Vancouver, British Columbia V6B 5A6. In its capacity as trustee, the Manager has full power, control, and authority over the assets of the Fund, subject to certain restrictions and limitations set forth in the Trust Agreement. The directors and executive officers of the Manager are listed above under "Responsibility for Mutual Fund Administration – Manager".

The Trustee may assign or delegate the performance of any of the trusts and powers vested in it under the Trust Agreement. The Trustee may resign upon 90 days' written notice to unitholders during which period the Manager shall forthwith arrange for a successor trustee. If the Manager fails to appoint a successor trustee, the Fund will be terminated.

The Trustee and its directors, officers, employees and shareholders shall at all times be indemnified and saved harmless by the Manager and the Fund from and against all claims (including costs, charges and expenses in connection therewith) brought against it 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 its duties as trustee of the Fund, and all other costs, charges and expenses that it sustains or incurs in or about or in relation to the affairs of the Fund. However, this indemnity will not apply to the extent that the claim, cost, charge or expense has been caused by willful negligence, willful default, dishonesty or a breach of the standard of care imposed on the Trustee in the Trust Agreement.

Custodian

CIBC Mellon Trust Company ("**CIBC Mellon**") of Toronto, Ontario, acts as custodian of the Fund pursuant to a custodial services agreement (the "**Custodial Services Agreement**") dated as of September 30, 2011. As custodian, CIBC Mellon is responsible for the safekeeping of the assets of the Fund. CIBC has appointed CIBC Mellon Global Securities Services Company ("**CIBC Global**"), an affiliate of CIBC Mellon, to provide certain administrative services in connection with the Custodial Services Agreement. In consideration for the services provided to the Fund under the Custodial Services Agreement, the Fund pays a negotiated fee to CIBC Global. In addition, CIBC Mellon and CIBC Global are reimbursed for their reasonable expenses incurred in the discharge of their duties under the Custodial Services Agreement. Each of CIBC Mellon and CIBC Global is unrelated to the Manager.

The Manager, CIBC Mellon or CIBC Global may terminate the Custodial Services Agreement upon 90 days' written notice. The Custodial Services Agreement may also be terminated immediately if any party becomes insolvent, makes an assignment for the benefit of creditors, has a petition in bankruptcy filed by or against such party that is not discharged for 30 days or enters proceedings for the appointment of a receiver for such party that continue for 30 days. The Manager and the Fund have agreed to indemnify CIBC Mellon, CIBC Global and certain of their affiliates from any loss arising in connection with the Custodial Services Agreement, except to the extent the loss is caused by the misconduct of CIBC Mellon or CIBC Global.

Independent Auditor

KPMG LLP of Vancouver, British Columbia is auditor of the Fund.

Administrator

SGGG Fund Services Inc. of Toronto, Ontario, acts as fund administrator (the “**Administrator**”) of the Fund pursuant to an administration agreement (the “**Administration Agreement**”). As fund administrator, the Administrator calculates the net asset value of the Fund, determines the amount of the fees payable to the Manager, keeps track of who owns units of the Fund, maintains a record of all purchases and redemptions of units, prepares and maintains certain other records required by the Fund and provides certain other administrative services to the Fund. In consideration for such services, the Fund pays the Administrator the fees set forth in the Administration Agreement.

The Fund has agreed to indemnify the Administrator against all liabilities incurred by the Administrator or its officers, employees, or agents in the performance of any of their obligations under the Administration Agreement, except where the liabilities arise from the Administrator’s gross negligence, wilful misconduct or fraud or material breach of the Administration Agreement.

Registrar

SGGG Fund Services Inc. of Toronto, Ontario, is the registrar for the Fund. In such capacity, it keeps a register of the owners of units of the Fund, processes purchase and redemption orders, issues investor account statements and issues annual tax reporting information. The register of securities of the Fund is kept in Toronto, Ontario. The registrar is unrelated to the Manager.

Under the Administration Agreement, the Administrator is paid a fee for performing its duties as the registrar of the Fund.

Securities Lending Agent

We, on behalf of the Fund, may enter into securities lending arrangements with external third parties (each, a “**Securities Lending Agent**”), appointing and authorizing them, where applicable, to act as agent for securities lending transactions for the Fund and to execute, in the Fund’s name and on its behalf, securities lending agreements with borrowers in accordance with NI 81-102. Collateral received by the Fund in a securities lending transaction must have a fair value no less than 102% of the value of the securities loaned and shall be subject to any other requirements set out in NI 81-102. The Securities Lending Agent may agree to indemnify the Fund from certain losses incurred in connection with its failure to perform any of its obligations under the securities lending agreement.

Independent Review Committee and Fund Governance

National Instrument 81-107 – *Independent Review Committee for Investment Funds* (“**NI 81-107**”) requires all publicly offered investment funds, such as the Fund, to establish an independent review committee (“**IRC**”) to whom the Manager must refer conflict of interest matters for review or approval. NI 81-107 also imposes obligations upon the Manager to establish written policies and procedures for dealing with conflict of interest matters, maintaining records in respect of these matters and providing assistance to the IRC in carrying out its functions.

The IRC prepares, at least annually, a report of its activities for unitholders and makes such reports available on the Fund’s designated website at www.fulcraam.com, or at a unitholder’s request at no cost by calling us at **604-683-8362** (collect calls are accepted), or by emailing us at info@fulcraam.com.

The fees and expenses of the IRC are borne by the Fund. The Fund is also responsible for all expenses associated with insuring and indemnifying the IRC members.

Except for the Chair, each member is paid an annual retainer fee of \$2,000 and a meeting fee of \$500 per meeting. The Chair is paid an annual retainer of \$3,000 and meeting fee of \$500 per meeting. All fees are subject to applicable taxes and any statutory deductions. Expenses incurred by the members of the IRC in connection with performing their duties are also the responsibility of the Fund.

In accordance with NI 81-107, the mandate of the IRC is to consider and provide recommendations to the Manager on conflicts of interest to which the Manager may be subject when managing the Fund. The IRC is empowered to represent the best interests of the Fund in any matter where the Manager has referred a conflict of interest matter to it. In those cases, the IRC seeks to ensure that the Manager's proposed course of action represents a fair and reasonable result for the Fund.

The IRC may also approve certain mergers between the Fund and other funds, and any change of the auditor of the Fund. Subject to any corporate and securities law requirements, no unitholder approval will be obtained in such circumstances, but you will be sent a written notice at least 60 days before the effective date of any such transaction or change of auditor. In certain circumstances, unitholder approval may be required to approve certain mergers.

The Fund has agreed to indemnify members of the IRC from any loss arising from the performance of his or her duties so long as: (a) the IRC member acted in a manner consistent with his or her fiduciary duty with respect to the action or matter for which the IRC member is seeking indemnification; and (b) the IRC member had reasonable grounds for believing that his or her conduct was lawful.

The members of the IRC are Erika Reilly (Chair), Alexander Murison, and Sarah Carreira.

Policies and Practices

As manager of the Fund, the Manager is responsible for the day-to-day management, administration, and operation of the Fund. The Manager has established policies, procedures, practices, and guidelines designed to ensure the proper management of the Fund, including, as required by NI 81-107, policies and procedures relating to conflicts of interest. These policies, procedures, practices, and guidelines aim to monitor and manage the business and sales practices, risk management controls and internal conflicts of interest relating to the Fund, and to ensure compliance with regulatory and corporate requirements.

Proxy Voting Policy

The proxies associated with the securities of the Fund may be voted by the Portfolio Advisor in accordance with the Portfolio Advisor's proxy voting policy. The Portfolio Advisor follows the following policy when voting proxies:

- *Boards of Directors* – The Portfolio Advisor supports resolutions that promote the effectiveness of boards in acting in the best interests of shareholders. It generally votes in favour of the election of directors for boards having a majority of independent directors and an independent chair, where the chairs of all board committees and at least a majority of committee members are independent.
- *Auditors and Auditor Compensation* – Where all members of an issuer's audit committee are independent, the Portfolio Advisor will generally support the appointment of auditors and the approval of the recommended auditor compensation.
- *Management Compensation* - The goal of the Portfolio Advisor is to support compensation arrangements that are tied to long-term corporate performance and shareholder value. These arrangements should induce management to purchase and hold equity in the company to better

align management's interests with those of shareholders. Stock option plans that are overly generous or excessively dilutive to other shareholders will not be supported.

- *Changes in Capitalization* - The Portfolio Advisor recognizes the need for management of an issuer to have flexibility in the issue or buyback of shares to meet changing financial conditions. Changes in capitalization will generally be supported where a reasonable need for the change is demonstrated; however changes resulting in excessive dilution of existing shareholder value will not be supported.
- *Take Over Protection* - The Portfolio Advisor believes that measures that impede takeovers or entrench management not only infringe on the rights of shareholders, but may also have a detrimental effect on the value of the company. The Portfolio Advisor will generally oppose proposals, regardless of whether they are advanced by management or shareholders, whereby the purpose or effect of which is to entrench management or dilute shareholder ownership. Conversely, the Portfolio Advisor will generally support proposals that would restrict or otherwise eliminate anti-takeover measures that have already been adopted by corporate issuers. Shareholder rights plans are reviewed on a case-by-case basis.

In certain cases, proxy votes may not be cast when the Portfolio Advisor determines that it is not in the best interests of its clients (which in this context includes unitholders) to vote such proxies. In the event a proxy raises a potential material conflict of interest between the interests of the client and the Portfolio Advisor (or an affiliate or associate of the Fund or the Portfolio Advisor), the conflict will be resolved by the portfolio adviser in favour of the client. The Portfolio Advisor retains the discretion to depart from these policies on any particular proxy vote depending upon the facts and circumstances.

The current proxy voting policy and procedures of the Portfolio Advisor are available to unitholders at no cost by calling us at 604-683-8362 (collect calls are accepted), on the Manager's website at www.fulcraam.com, or by writing to us at Fulcra Asset Management Inc. at 1201 – 333 Seymour Street, Vancouver, British Columbia V6B 5A6.

The Fund's proxy voting record for the annual period from July 1st to June 30th will be available at any time after August 31st following the end of that annual period, to any unitholder on request to the Manager, at no cost, and may also be available on the Manager's website at www.fulcraam.com. Information contained on the Manager's website is not part of this Prospectus and is not incorporated herein by reference.

Conflicts of Interest

As at the date of this Prospectus, the members of IRC do not own, directly or indirectly, any securities of the Fund, the Manager or any person or company that provides services to the Fund or to the Manager. As at April 30, 2024, officers and directors of the Manager owned (beneficially and of record), in the aggregate, less than 1% of the outstanding units of the Fund.

Affiliated Entities

There are no affiliated entities of the Manager that provide services to the Fund.

Use of Derivatives

The Portfolio Advisor may use derivative instruments to reduce or hedge against various risks, including currency exchange risk associated with foreign investments and as a substitute for purchasing or selling securities directly to obtain investment exposures consistent with the Fund's investment objective, strategies and risk management. The derivatives that the Portfolio Advisor may use include, but are not

limited to, options, swaps, futures and forwards. The Portfolio Advisor may also employ various option strategies to increase income return of the Fund's portfolio including, but not limited to, covered call and put option writing. No assurance can be given that the Fund's portfolio will be hedged from any particular risk at any time.

The Portfolio Advisor has written policies and procedures in place that set out the objectives and goals for derivatives trading and the risk management procedures applicable to those transactions by the Fund. The Chief Compliance Officer of the Portfolio Advisor is responsible for setting and reviewing these policies and procedures. These policies and procedures are reviewed and approved at least annually by the management committee of the Portfolio Advisor. The compliance team of the Manager is the group that monitors the risks associated with the use of derivatives independent of the portfolio management team. The authorization of derivatives transactions and placing limits or other controls on derivatives trading is the responsibility of the Portfolio Advisor with post-trade review conducted by the Manager's compliance department. Risk measurement procedures and simulations are used to test the portfolios under stress conditions.

Supervision of Derivatives Trading

We have adopted various policies and internal procedures to supervise the use of derivatives within the Fund's portfolio. All policies and procedures comply with the derivative rules set out for alternative mutual funds in NI 81-102. These policies are reviewed at least annually by senior management. We have established an approval process for the use of derivatives before derivatives can be used in the Fund to ensure compliance with NI 81-102 and to ensure that the derivative is suitable for the Fund within the context of the Fund's investment objective and strategies. The Administrator records, values, monitors and reports on the derivative transactions that are entered into the Fund's portfolio records. Valuations of derivative instruments are carried out according to the procedures described under "Valuation of Portfolio Securities". The Manager's compliance department conducts ongoing monitoring of derivatives strategies for compliance with regulation designed to ensure: (i) all derivatives strategies of the Fund meet regulatory requirements; and (ii) derivative and counterparty exposures are reasonable and diversified. New derivative strategies are subject to a standardized approval process involving members from the Portfolio Advisor and the Manager's compliance department.

Under NI 81-102, mutual funds may engage in derivative transactions for both hedging and non-hedging purposes. When derivatives are used for hedging purposes, our internal policies require that the derivatives have a high degree of negative correlation to the position being hedged, as required by NI 81-102. Derivatives will be used to create leverage within the Fund's portfolio as permitted under section 2.9 of NI 81-102. We do not simulate stress conditions to measure risk in connection with the Fund's use of derivatives. Pursuant to NI 81-102, the Fund may deal with counterparties without a designated rating and the Fund may enter into over the counter derivative transactions with a wider variety of counterparties.

The Fund will be permitted to exceed the 10% of NAV marked-to-market limit on specified derivatives exposure to a single counterparty, only if either: (i) the specified derivative is a clear specified derivative; or (ii) the counterparty has a designated rating (generally, a rating of "A" or higher for the counterparty's long-term debt).

The Manager's compliance department will review monthly updates from the Portfolio Advisors on outstanding derivative strategies, including the classification of hedging versus non-hedging strategies, identification of risks being hedged, and hedge effectiveness or correlation. Any non-compliance is escalated immediately to the Portfolio Advisor and Chief Compliance Officer (if required). The Manager's compliance department reports any identified exceptions to the derivatives policies and procedures described above.

Short Sales

The Fund may engage in short selling, where such short selling will be done in accordance with securities regulations. Written policies and procedures regarding objectives and risk management procedures have been adopted by the Portfolio Advisor in connection with its short selling activities. The Chief Compliance Officer of the Portfolio Advisor is responsible for setting and reviewing these policies and procedures. Such policies and procedures are reviewed and approved at least annually by the management committee of the Portfolio Advisor. The compliance team of the Manager is the group that monitors the risks associated with the use of short sales independent of the portfolio management team. The authorization of short selling transactions and placing limits or other controls on short selling is the responsibility of the Portfolio Advisor with post-trade review conducted by the Manager's compliance department. Risk measurement procedures and simulations are used to test the Fund's portfolio under stress conditions.

Securities Lending, Repurchase and Reverse Repurchase Transactions

The Fund may, from time to time, engage in securities lending, repurchase and reverse repurchase transactions to generate additional income consistent with its investment objectives. Written policies and procedures regarding objectives and risk management procedures have been adopted by the Portfolio Advisor in connection with its securities lending, repurchase and reverse repurchase activities. The Chief Compliance Officer of the Portfolio Advisor is responsible for setting and reviewing these policies and procedures. Such policies and procedures are reviewed and approved at least annually by the management committee of the Portfolio Advisor.

The authorization of securities lending, repurchase and reverse repurchase activities and placing limits or other controls on these transactions is the responsibility of the Portfolio Advisor with post-trade review conducted by the compliance department of the Manager. The Manager monitors the risks associated with securities lending, repurchase and reverse repurchase transactions independent of the portfolio management team. Risk measurement procedures and simulations are not used to test the Fund's portfolio under stress conditions. The securities lending transactions of the Fund may be terminated by the Fund at any time.

The risk factors associated with securities lending are disclosed in this Prospectus.

Remuneration of Directors, Officers, Trustees, and IRC Members

The Fund does not directly employ any directors or officers to carry out Fund operations. The Manager, as manager and trustee of the Fund, provides or retains all personnel necessary to conduct the Fund's operations.

Fulcra does not receive any compensation for services provided under the Trust Agreement in its capacity as trustee of the Fund but may be reimbursed for expenses incurred on behalf of the Fund.

Individual IRC members are compensated by the Fund as described above under the heading "Responsibility for Mutual Fund Administration – Independent Review Committee and Fund Governance".

Material Contracts

The material contracts entered into by the Fund as of the date of this Prospectus are:

- (a) Trust Agreement; and
- (b) Custodial Services Agreement.

Copies of these agreements are available for inspection at the principal office of the Manager during regular business hours and are also available on www.sedarplus.ca.

Legal Proceedings

As of the date of this Prospectus, there are no ongoing material legal or administrative proceedings pending to which the Fund or the Manager is a party or which are known to be contemplated.

Designated Website

A mutual fund is required to post certain regulatory disclosure documents on a designated website. The designated website of the Fund can be found at www.fulcraam.com.

VALUATION OF PORTFOLIO SECURITIES

The fair market value of the assets and the amount of the liabilities of the Fund in the aggregate and attributable to each class of units of the Fund shall be calculated in such manner as the Manager in its sole discretion shall determine from time to time, subject to the following:

- (a) liquid assets (which term includes cash on hand or on deposit, bills and demand notes, accounts receivable, prepaid expenses, cash dividends (including unpaid but declared dividends provided that the record date for such dividends is on or before the date of determination of the net asset value) and interest accrued and not yet received) will be valued at their full face amount unless the Manager determines that any such deposit, bill, demand note, account receivable, prepaid expense, cash dividend or interest amount is not worth its full face value, in which event the value shall be the fair value as determined by the Manager;
- (b) securities listed on a stock exchange or traded on an over-the-counter market will be valued at the closing sale price or, if there is no closing sale price, the average of the closing bid and closing asked price or lacking any recent sales or any record thereof, the latest available sale price or latest available bid price all as reported by any report in common use;
- (c) the value of any security or other asset for which no published market exists or for which market quotations are not readily available or are not, in the opinion of the Manager, reliable or reflective of all available material information will be valued at the fair value determined by the Manager;
- (d) the value of any security which is a debt obligation will be marked to market based on quotations received from recognized investment dealers;
- (e) long positions in clearing corporation options, over-the-counter options, debt-like securities and listed warrants shall be valued at the current market value thereof;
- (f) where a clearing corporation option or over-the-counter option is written, the premium received by the Fund shall be reflected as a deferred credit which shall be valued at an amount equal to the current market value of the clearing corporation option or over-the-counter option that would have the effect of closing the position. Any difference resulting from revaluation shall be treated as an unrealized gain or loss on investment. The deferred credit shall be deducted in arriving at the net asset value of the Fund. The securities, if any,

which are the subject of a written clearing corporation option or over-the-counter option shall be valued at their current market value; and

- (g) the liabilities of the Fund shall be deemed to include all liabilities of the Fund of whatsoever kind and nature except liabilities represented by outstanding units and, for greater certainty but without limitation, include:
 - (i) all bills, notes and accounts payable;
 - (ii) all administrative expenses payable or accrued (including fees payable to the Manager);
 - (iii) all obligations for the payment of money or property, including distributions of net income and net realized capital gains, if any, declared, accrued or credited to the unitholders but not yet paid on the day before the day as of which the unit value is being determined; and
 - (iv) all allowances authorized or approved by the Manager for taxes (if any) or contingencies.

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

CALCULATION OF NET ASSET VALUE

The Fund's NAV is calculated at the close of regular trading, normally 1:00 p.m. (Pacific Time), on each day the Toronto Stock Exchange ("TSX") is open (a "**Valuation Date**").

As Manager, we are responsible for determining the NAV of the Fund. However, we may delegate some or all of the responsibility in relation to such determination to the Administrator.

How We Price the Fund's Units

The Fund's units are divided into the Class D, Class F and Class I units. Each class is divided into units of equal value. When you invest in the Fund, you are purchasing units of a specific class of that Fund.

The "**net asset value**" or "**NAV**" of the Fund is the fair market value of the Fund's property at the time the calculation is made less the amount of its liabilities at that time. The net asset value of a class of units of the Fund is the fair market value of the Fund's property attributable to the class less the amount of the liabilities of the Fund attributable to the class.

The net asset value per unit of a class of units of the Fund (the "**Unit Price**") is equal to the quotient obtained by dividing the amount equal to the class net asset value by the total number of outstanding units of the class including fractions of units. To determine what your investment in the Fund is worth, simply multiply the Unit Price of the class of units you own by the number of units you own.

The net asset value of the Fund will be calculated in Canadian dollars. The Class D, Class F and Class I units of the Fund are denominated in Canadian dollars.

All transactions are based on the Unit Price. We calculate all Unit Prices at the close of trading on the TSX on each Valuation Date. The Unit Price can change on each Valuation Date.

The Unit Price is calculated for each class of units. The Unit Price is the price used for all purchases, redesignations and redemptions of units of that class (including purchases made on the reinvestment of distributions).

Although the purchases and redemptions of units are recorded on a class basis, the assets attributable to all of the classes of the Fund is pooled to create one fund for investment purposes.

Each class pays its proportionate share of Fund costs in addition to its management fee and performance fee. The difference in fund costs, management fees and performance fees between each class means that each class has a different NAV per unit.

You can get the NAV of the Fund or the Unit Price, at no cost, by sending an email to info@fulcraam.com on the Manager's website at www.fulcraam.com, by calling us at **604-683-8362** (collect calls are accepted) or by asking your Dealer.

PURCHASES, REDEMPTIONS AND REDESIGNATIONS

You may purchase units through an authorized dealer or brokers qualified in your province or territory. Your Dealer is there to help you with your investment decisions to determine whether the Fund is suitable for you to meet your own risk/return objectives and to place orders on your behalf.

Purchases

You may purchase any class of units of the Fund through an investment dealer that is a member of the Canadian Investment Regulatory Organization and that has entered into a distribution agreement with us to sell the Fund. See "Description of Securities Offered by the Mutual Fund" for a description of each class of units offered by the Fund. The issue price of the units is based on the Unit Price for that particular class.

Each investor must invest an amount equal to the minimum investment amount established by the Manager from time to time for initial and subsequent investments. The minimum initial investment in Class D and Class F units is \$10,000. The minimum initial investment in Class I units is \$1,000,000. For subsequent investments, the minimum investment amount in Class D and Class F units is \$1,000. For subsequent investments, the minimum investment amount in Class I units is \$100,000. These minimum investment amounts may be adjusted or waived in the discretion of the Manager.

Purchase orders are processed on a monthly basis. If we receive your purchase order before 1:00 p.m. (Pacific Time) on the last Valuation Date of a calendar month, we will process your order at the Unit Price calculated as at the last Valuation Date of that calendar month. A purchase order that is received by the Manager after 1:00 p.m. (Pacific Time) on the last Valuation Date of a calendar month will be processed at the Unit Price on the last Valuation Date of the following calendar month.

Please contact your Dealer to find out how to place an order. Please note that dealers may establish cut-off times for receiving purchase orders so that they may be properly processed prior to the 1:00 p.m. (Pacific Time) deadline on the applicable last Valuation Date of a calendar month. When you submit money with a purchase order, the money will be held in our trust account and any interest the money earns before it is invested in the Fund is credited to the Fund, not to your account.

In the arrangements it makes with an investor, a dealer may provide that the investor will compensate it in respect of any loss incurred by the dealer as a result of failure to settle a subscription for securities of the Fund caused by the investor.

We must receive the appropriate documentation and payment in full within two business days of receiving your purchase order in order to process a purchase order. If the Fund does not receive payment in full within the required time or if a cheque is returned because of non-sufficient funds, we will sell the securities that you bought. If we sell them for more than you paid, the Fund will keep the difference. If we sell them for less than you paid, we will bill you for the difference plus any costs or interest. We do not issue certificates when you purchase the Fund. We are entitled to reject any purchase order, but we can only do so within one business day of receiving it. If we reject an order, we will return immediately to your dealer any monies we have received from you in connection with that order.

At the Manager's sole discretion, the Fund may suspend new subscriptions of the units of the Fund.

Please see "Fees and Expenses" and "Dealer Compensation" for more information on the fees and expenses and dealer compensation applicable to each class.

Redemptions

Redemptions are processed on a monthly basis. You are entitled, by requesting us through an authorized dealer, to redeem all or any part of the units registered in your name on the last Valuation Date of each calendar month (such date being a "**Redemption Date**").

Redemption orders for a Redemption Date must be received by 1:00 p.m. (Pacific Time) on a date that is at least 20 business days prior to the Redemption Date in order for a unit to be redeemed on such Redemption Date (the "**Redemption Notice Period**"). At the Manager's sole discretion, the Redemption Notice Period may be waived. A unitholder who properly surrenders a unit for redemption will receive the Unit Price calculated on the applicable Redemption Date. The Unit Price will be paid on or before the 5th business day following the Redemption Date (the "**Redemption Payment Date**").

Required documentation may include a written order to sell with your signature, guaranteed by an acceptable guarantor. If you redeem through your advisor, they will advise you what documents they require. Any interest earned on the proceeds of an order to redeem before you receive the money will be credited to the Fund, not to your account. Redemption payments will be made in Canadian dollars.

Under exceptional circumstances we may be unable to process your redemption order. This would most likely occur if market trading has been suspended on any exchanges including stock exchanges on which more than 50% by value of the Fund's assets are listed and if the Fund's portfolio securities cannot be traded on any other exchange that represents a reasonably practical alternative. During these periods, units will also not be issued.

The Fund may postpone a redemption payment during any period which redemption rights are suspended in the circumstances described above as required by securities legislation or with the approval of the applicable securities regulatory authorities.

In the arrangements it makes with an investor, a dealer may provide that the investor will compensate it for any loss it incurs as a result of the investor's failure to fulfill the requirements of the Fund or of securities legislation in respect of redemption of securities of the Fund.

There are no fees payable to the Fund for redemptions, except as described under “Short-Term Trading” in this Prospectus.

Redesignations between Classes of the Fund

You may redesignate all or part of your investment from one class of units to another class of units of the Fund, as long as you are eligible to hold that class of units. This is called a redesignation.

Redesignations are processed on a monthly basis. If we receive your redesignation order by 1:00 p.m. (Pacific Time) on the last Valuation Date of the calendar month, we will process your order at the Unit Price calculated as at the last Valuation Date of that calendar month. Otherwise, we will process your order at the Unit Price on the last Valuation Date of the following calendar month.

Your dealer may charge you a redesignation fee based on the NAV of the applicable class of units of the Fund you redesignate from one class of units to another class of units of the Fund. You may negotiate the amount with your dealer. Such redesignation fee is generally up to two percent (2%) of the NAV of the applicable class of units of the Fund being redesignated. Please see “Fees and Expenses” and “Dealer Compensation” for more information on the fees and expenses and dealer compensation applicable to redesignation.

The value of your investment, less any fees, will be the same immediately after the redesignation. You may, however, own a different number of units because each class may have a different Unit Price. On the basis of the published administrative statements of the Canada Revenue Agency (the “CRA”), redesignating units from one class to another class of the Fund denominated in the same currency is generally not considered to give rise to a disposition for Canadian income tax purposes.

Short-Term Trading

We have adopted policies and procedures designed to detect and deter inappropriate and excessive short-term trading.

Inappropriate short-term trading in units of the Fund can have an adverse effect on the Fund. Such trading can increase brokerage and other administrative costs of the Fund and interfere with our long-term investment decisions.

In order to protect the interest of the majority of unitholders in the Fund and to discourage inappropriate short-term trading in the Fund, investors may be subject to a short-term trading fee. If an investor redeems units of the Fund within 90 days of purchasing units, the Fund may deduct and retain, for the benefit of the remaining unitholders in the Fund, up to two percent (2%) of the net asset value of the units of the particular class of the Fund being redeemed.

We also consider excessive short-term trading as a combination of purchases and redemptions that occurs with such frequency within a 30-day period that we believe is detrimental to the Fund’s investors.

Inappropriate short-term trading may harm Fund investors who do not engage in these activities by diluting the NAV of the Fund’s units as a result of the market timing activities of other investors. Inappropriate and excessive short-term trading may cause the Fund to carry an abnormally high cash balance and/or high portfolio turnover rate, both of which may reduce the Fund’s returns.

We may take such additional action as we consider appropriate to prevent further similar activity by you. These actions may include the delivery of a warning to you, placing you or your account(s) on a watch list

to monitor your trading activity and the subsequent rejection of further purchases by you if you continue to attempt such trading activity and/or closure of your account.

In determining whether a short-term trade is inappropriate or excessive, we will consider relevant factors, including the following:

- *bona fide* changes in investor circumstances or intentions;
- unanticipated financial emergencies;
- the nature of the Fund;
- past trading patterns;
- unusual market circumstances; and
- an assessment of harm to the Fund or to us.

The short-term trading fee will not apply in certain circumstances, such as:

- redemptions of units held by another fund managed by the Manager;
- redemptions of units purchased by the reinvestment of distributions;
- for systematic withdrawal plans;
- redesignation of units from one class to another class of the Fund;
- redemptions initiated by the Manager or where redemption notice requirements have been established by the Manager;
- redemptions of units to pay management fees, administration fees, operating expenses, fund costs and/or advisor fees with respect to Class I units; or
- in the absolute discretion of the Manager.

OPTIONAL SERVICES

Pre-authorized Contribution Plan

You can make regular purchases of units of the Fund through a Pre-authorized Contribution Plan (“PAC”). You can invest weekly, bi-weekly or monthly. You can set up a PAC by contacting your Dealer. There is no administrative charge for this service.

When you enroll in a PAC, your Dealer will send you a complete copy of the Fund’s current Fund Facts, along with a PAC form agreement as described below. Upon request, you will also be provided with a copy of the Prospectus.

You will not receive the Fund Facts when you make any subsequent purchases under the PAC unless you request this at the time of your initial investment, or subsequently send a request. You can get copies of these documents at www.fulcraam.com or at www.sedarplus.ca, from your Dealer or by e-mailing us at info@fulcraam.com. We will only send you an updated copy of the Fund Facts annually upon renewal and any amendments if you have requested them.

You have a statutory right to withdraw from an initial purchase of the Fund under the PAC plan, but you do not have a statutory right to withdraw from subsequent purchases of the Fund under the PAC. However, you will continue to have all other statutory rights under securities law, including a right of action for

damages or rescission in the event any Fund Facts or document incorporated by reference in any renewal simplified prospectus contains any misrepresentation, whether or not you have requested the Fund Facts.

You may change or terminate your PAC at any time before a scheduled investment date as long as we receive at least five (5) business days' notice.

The Canadian Payments Association has implemented Rule H1, which is intended to protect consumers from unauthorized debits. On PAC enrolment by your Dealer, you must be given the form or disclosure that describes the PAC terms and conditions and investors' rights. By enrolling in a PAC, you are deemed to consent to:

- redemptions of units by another fund managed by the Manager;
- waive any pre-notification requirements;
- authorize us to debit your bank account;
- authorize us to accept changes from your registered dealer or financial advisor;
- agree to release your financial institution of all liability if your request to stop a PAC is not respected, except where the financial institution is grossly negligent;
- agree that a limited amount of your information will be shared with the financial institution for the purpose of administering your PAC;
- agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable; and
- be aware that you have rights and that you can change your instructions at any time, on ten (10) days' advance notice to us, and that you can find out more about your right to cancel a pre-authorized debit agreement by contacting your financial institution or by visiting www.cdnpay.ca.

Pledges

We have the right to refuse any requests made by an investor to pledge any of his/her/their or its units of the Fund.

Registered Plans

You can open certain registered plans through your Dealer. The following plans are eligible to invest in the Fund (collectively referred to as "**Registered Plans**"):

- registered retirement savings plans ("**RRSPs**"), including
 - locked-in retirement accounts ("**LIRAs**"),
 - locked-in retirement savings plans ("**LRSPs**"),
 - restricted locked-in savings plans ("**RLSPs**"),
- registered retirement income fund ("**RRIFs**"), including
 - life income fund ("**LIFs**"),
 - locked-in retirement income fund ("**LRIFs**"),
 - prescribed retirement income fund ("**PRIFs**"),

- restricted life income fund (“**RLIFs**”),
- tax-free savings accounts (“**TFSAs**”),
- first home savings accounts (“**FHSAs**”),
- registered education savings plans (“**RESPs**”), and
- deferred profit-sharing plans (“**DPSPs**”).

We do not permit units of the Fund to be held within registered disability savings plans. Please see the “Eligibility for Investment” section for more information.

FEES AND EXPENSES

The following tables list the fees and expenses that you may have to pay if you invest in the Fund. You may have to pay some of these fees and expenses directly. The Fund may have to pay some of these fees and expenses, which will therefore reduce the value of your investment in the Fund. Your financial advisor will assist you in choosing the appropriate purchase option for you.

Fees and Expenses Payable by the Fund	
Management Fees	<p>The Manager receives a management fee payable by the Fund for providing its services to the Fund, including its management and advisory services. The Fund will pay to the Manager a monthly management fee (the “Management Fee”) in respect of each class of units of the Fund based on the net asset value of the class on the last business day of the preceding month, plus applicable taxes. The amount of the monthly Management Fee for each class of units of the Fund as a percentage of the relevant class net asset value is set forth in the table below.</p> <p>As shown below, the annual management fees vary by class. You should make a specific request through your Dealer to purchase any applicable lower-fee class you may be eligible to purchase, or to redesignate your existing units to any lower-fee class you may be eligible to purchase.</p> <ul style="list-style-type: none"> ● Class D units: 1.15% per annum ● Class F units: 0.75% per annum ● Class I units: Negotiated by the investor and paid directly by the investor. The management fee rate will not exceed the management fee payable on Class F units of the Fund. <p>The management fees for Class I units of the Fund are negotiable by you and payable directly to us. Parties related to us and our employees and employees of our affiliates may be charged no fees or fees that are lower than those available to other investors.</p> <p>In consideration of the management fee, the Manager will provide investment management, clerical, administrative and operational services to the Fund, including: determining and implementing investment policies, practices, fundamental objectives and investment strategies applicable to the Fund; receiving and processing all subscriptions and redemptions; ensuring the Fund complies with regulatory requirements and filings; offering units of the Fund for sale to prospective purchasers; daily operations and usual and ordinary office services; unitholder relations and communications; appointing or changing the auditor of the Fund; establishing the Fund’s operating expense budget and authorizing</p>

Fees and Expenses Payable by the Fund	
	<p>payment of expenses; authorizing contractual arrangements; recordkeeping; and allocating between each class of the Fund the net asset value of the Fund, any distribution of the Fund, the net assets of the Fund, the Fund’s property, any liabilities of the Fund and any other items. The Manager may delegate the foregoing to third parties if it believes it is in the best interests of unitholders.</p> <p>In order to encourage very large investments in the Fund and to achieve effective management fees that are competitive for these large investments, the Manager may agree to waive a portion of the management fee that it would otherwise be entitled to receive from the Fund with respect to a unitholder’s investment in the Fund. See “Management Fee Reductions” below.</p>
Performance Fees	<p>Subject to the attainment of the High Water Mark (described below), the Manager is entitled to receive from the Fund in respect of Class D and Class F units an annual performance fee (the “Performance Fee”), plus applicable taxes.</p> <p>The Performance Fee is equal to 15% of the amount by which the net asset value per Class D or Class F unit as at the last Valuation Date of each year exceeds a threshold increase (or “hurdle rate”) of 5% over its High Water Mark.</p> <p>For the purposes of determining the Manager’s entitlement to a Performance Fee, the “High Water Mark” for a Class D or Class F unit of the Fund as at any date means: (i) during the year in which the Class D or Class F unit is issued, its subscription price; and (ii) during all subsequent years, the higher of the net asset value per Class D or Class F unit as at the beginning of such year and any previous High Water Mark.</p> <p>The Performance Fee is accrued daily and paid within 10 business days of the last Valuation Date of each year. In the year that a Class D or Class F unit is issued or redeemed, the hurdle rate is prorated over the relevant period. Upon the redemption of a Class D or Class F unit within a year, the Performance Fee attributed to the unit will be paid within 10 business days of the redemption date.</p> <p>Investors in Class I units may negotiate a performance fee (in accordance with applicable regulatory requirements) to be paid by the investor that is different than the one described in this table or no performance fee at all.</p>
Operating Expenses	<p>The Fund is responsible for paying its respective expenses in accordance with the Trust Agreement. Expenses of the Fund include, without limitation, legal and audit fees; bookkeeping charges; expenses relating to accounting, registry and transfer agency services; custodial charges; costs of providing information to unitholders; brokerage fees and other fees and disbursements directly relating to the implementation of transactions for the portfolios of the Fund; taxes payable by the Fund or to which the Fund may be subject; interest expenses, if any; and any performance measurement fees payable by the Fund.</p> <p>The Fund also pays a proportionate share of the total compensation paid to the IRC each year and reimburses members of the IRC for expenses incurred by them in connection with their services as members of the IRC. Each member of the IRC, other than the Chair, is paid, as compensation for his/her services, \$2,000 (plus applicable taxes or other deductions) per annum. The Chair is paid \$3,000 (plus applicable taxes or other deductions) per annum. In addition, each member is paid \$500 per meeting attended.</p>

Fees and Expenses Payable by the Fund	
	<p>Management expense ratios (“MERs”) are calculated separately for each class of units of the Fund and includes class management fees and/or operating expenses. The Fund also pays its own brokerage commissions for portfolio transactions, fees associated with securities lending transactions and related transaction fees. These expenses are not included in the Fund’s MER but are, for tax purposes, added to the cost base or subtracted from the sale proceeds of its portfolio investments. These expenses constitute part of the Fund’s trading expense ratio (“TER”). Both the MER and the TER are disclosed in the Fund’s annual and semi-annual Management Report of Fund Performance.</p> <p>The Fund is required to pay sales tax on management and advisory fees and most operating expenses at a rate determined separately for each class for each year. The rate that ultimately applies to the fees and expenses paid during a year for a class is determined based on the portion of the net asset value of the class attributable to investors resident in each province or territory at a certain point in time during the prior year and the sales tax rate for each of those provinces or territory. The rate is different from year to year. This happens because different unitholders invest in the different classes, and the unitholders who invest in each class change from year to year.</p>
Derivatives Transaction Costs	<p>The Fund may use a variety of derivatives, including options, forward contracts and swaps to hedge against foreign currency risk among other things. The Fund is responsible for paying the transaction costs associated with these derivative contracts.</p>

Fees and Expenses Payable Directly by You	
Class I Units Management Fees and Performance Fees	<p>Unitholders of Class I units pay directly to the Manager a negotiated management fee based on the net asset value of the Class I units of the Fund they own, which will not exceed the management fee payable on Class F units of the Fund. There may be no management fee at all for Class I units. This fee will be set out in an agreement between you and the Manager.</p> <p>Unitholders of Class I units may negotiate a performance fee (in accordance with applicable regulatory requirements) to be paid by the unitholder that is different than the one described above or no performance fee at all. The performance fee for Class I units will be paid directly to the Manager.</p>
Sales Commissions	<p>With respect to purchases of Class F units of the Fund, your Dealer may charge to you a sales commission of up to 5% based on the net asset value of the Class F units of the Fund you purchase. You may negotiate the amount with your Dealer.</p>
Redesignation Fees	<p>You may pay a redesignation fee of up to two percent (2%) based on the net asset value of the units of the Fund being redesignated, as applicable, to your Dealer at the time of redesignating from one class of units to another class of units in the same Fund. You may negotiate this amount with your Dealer. Dealers’ fees for redesignations are paid by redeeming units held by you.</p> <p>See "Certain Canadian Federal Income Tax Considerations for Investors – Taxation of Unitholders – Units Not Held in a Registered Plan" section of this Prospectus.</p>

Fees and Expenses Payable Directly by You	
Redemption Fees	The Fund does not charge a redemption fee. However, the Fund may charge a short-term trading fee if you redeem your units within 90 days of buying them. See “Short-Term Trading”.
Short-Term Trading Fee	<p>A fee of up to two percent (2%) of the amount redeemed may be charged if you redeem units of the Fund within 90 days of purchasing units and/or your trading is part of a pattern of short-term trading that we believe is detrimental to Fund investors. For a description of the Manager’s policy on short-term trading please see the disclosure under the subheading “Short-Term Trading” in this Prospectus.</p> <p>The short-term trading fee charged will be paid directly to the Fund and is designed to deter excessive trading and offset its associated costs. For the purposes of determining whether the fee applies, we will consider the units that were held the longest to be units that are redeemed first. At the Manager’s discretion, the fee will not apply in certain circumstances, such as:</p> <ul style="list-style-type: none"> • redemptions of units held by another fund managed by the Manager; • redemptions of units purchased by the reinvestment of distributions; • for systematic withdrawal plans; • redesignation of units from one class to another class of the Fund; • redemptions initiated by the Manager or where redemption notice requirements have been established by the Manager; • redemptions of units to pay management fees, administration fees, operating expenses, fund costs and/or advisor fees with respect to Class I units; or • in the absolute discretion of the Manager.
Pre-Authorized Contribution Plan Fees	Your Dealer may charge you an administrative fee for this service. You may negotiate the amount with your Dealer.
Registered Tax Plan Fees	Your Dealer may charge you a fee for this service. You may negotiate the amount with your Dealer.

Management Fee Reductions

In order to encourage large investments in the Fund and to achieve effective management fees that are competitive for these large investments, the Manager may agree to waive a portion of the management fee that it would otherwise be entitled to receive from the Fund with respect to a unitholder’s investment in the Fund. An amount equal to the amount so waived may be distributed to such unitholder by the Fund (called a “**Management Fee Distribution**”). In this way, the cost of a Management Fee Distribution is effectively borne by the Manager, not the Fund or the unitholder, as the Fund is paying a discounted management fee. Management Fee Distributions, where applicable, are calculated and credited to the relevant unitholder and distributed on a monthly basis, first out of net income and net realized capital gains of the Fund and thereafter out of capital. All Management Fee Distributions are automatically reinvested in additional units of the relevant class of the Fund. The payment of Management Fee Distributions by the Fund to a unitholder in respect of a large investment is fully negotiable between the Manager, as agent for the Fund, and the unitholder’s financial advisor and/or dealer, and is primarily based on the size of the investment in the Fund.

The Manager will confirm in writing to the unitholder's financial advisor and/or dealer the details of any Management Fee Distribution arrangement.

The tax consequences of a Management Fee Distribution will generally be borne by the unitholder who receives the distribution.

Unitholder Notice

Generally (i) any changes to the basis of calculation of a fee or expense that is charged to the Fund or directly to its unitholders by the Fund or the Manager in connection with the holding of units of the Fund or (ii) the introduction of a new fee or expense that could, in either case, result in an increase in those charges is subject to unitholder approval except that, subject to applicable securities law requirements:

- (a) no unitholder approval will be required if the Fund is at arm's length to the person or company charging the fee or expense to the Fund and if written notice is sent to all unitholders at least 60 days before the effective date of the change that could result in an increase in charges to the Fund; and
- (b) no unitholder approval will be required for units that are purchased on a no load basis, if written notice is sent to all unitholders of such units at least 60 days before the effective date of the change that could result in an increase in charges to the Fund.

DEALER COMPENSATION

Your Dealer may receive three types of compensation – sales commissions, trailing commissions and redesignation fees.

Sales Commissions – You pay this commission to your Dealer at the time of purchase of Class F units of the Fund. The amount of this sales commission is generally up to 5% of the net asset value of the applicable class of units of the Fund you purchase. You may negotiate this amount with your Dealer. There are no sales commissions payable to your Dealer for Class D or Class I units of the Funds. Please see “Purchases, Redemptions and Redesignations” section of this Prospectus for further details.

Trailing Commissions – For Class D units of the Fund, we pay dealers an ongoing annual amount known as a “trailing commission” based on the total value of Class D units held in your account with the dealer. The trailing commissions are paid quarterly at a current annual rate of up to 0.40% of the value of the Class D units held by clients of the dealer. There are no trailing commissions paid on Class F or Class I units of the Fund.

Redesignation Fees – You may pay the redesignation fee, as applicable, to your Dealer at the time of redesignating from one class of units to another class of units in the same Fund. Such redesignation fee is generally up to two percent (2%) of the net asset value of the applicable class of units of the Fund being redesignated. You may negotiate this amount with your Dealer. Dealers' fees for redesignations are paid by redeeming units held by you. See “Certain Canadian Federal Income Tax Considerations for Investors – Taxation of Unitholders – Units Not Held in a Registered Plan” section of this Prospectus.

Other Kinds of Dealer Compensation

We may occasionally, at our expense, share with Dealers the cost of local advertising and marketing activities (including investor conferences and seminars). The cost sharing is on a case-by-case basis and will not exceed 50% of the total direct costs incurred by the Dealer. We may also organize and present

educational conferences and seminars for financial advisors and provide to financial advisors nonmonetary benefits of a promotional nature and of nominal value.

It is important for you to know that all the amounts described above are paid by us, not the Fund, and only in accordance with our policies and the rules set out in National Instrument 81-105 *Mutual Fund Sales Practices*.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS FOR INVESTORS

The following is a general summary, at the time of filing, of certain of the principal Canadian federal income tax considerations generally applicable to the buying, holding and selling of units of the Fund by a unitholder who acquires units pursuant to this Prospectus. This summary assumes you are an individual (other than a trust) who, for purposes of the *Income Tax Act* (Canada) (the “**Tax Act**”) and at all times, (i) is resident in Canada, (ii) deals at arm’s length and is not affiliated with the Fund, (iii) is the original owner of units, (iv) holds units as capital property, and (v) has invested in units for his or her own benefit and not as trustee of a trust (a “**Canadian Unitholder**”).

Generally, units will be considered to be capital property to a purchaser, provided the purchaser does not hold such securities 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 or concern in the nature of trade. Provided that the Fund qualifies as a “mutual fund trust” for the purposes of the Tax Act at all times, 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 pursuant to subsection 39(4) of the Tax Act. Unitholders should consult their own tax advisors to determine whether an election under subsection 39(4) of the Tax Act is available or advisable in their circumstances.

This summary is based on the current provisions of the Tax Act and the regulations thereunder, an understanding of the current published administrative policies and assessing practices of the CRA and all specific proposals to amend the Tax Act and regulations thereunder 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**”). This summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations. There can be no assurance that the Tax Proposals will be enacted in the form publicly announced or at all.

This summary assumes that none of the issuers of securities held by the Fund will be a foreign affiliate of the Fund or any unitholder of the Fund, or a non-resident trust that is not an “exempt foreign trust” as defined in section 94 of the Tax Act. This summary also assumes that the Fund will not be (i) a “SIFT trust” for the purposes of the Tax Act, (ii) a “financial institution” for purposes of mark-to-market rules in the Tax Act, or (iii) required to include any amounts in income pursuant to or by virtue of section 94.1 or section 94.2 of the Tax Act.

This summary is not exhaustive of all possible Canadian federal tax considerations applicable to you in respect of an investment in units of the Fund and does not describe the income tax consequences relating to the deductibility of interest on money borrowed to acquire units. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor. Accordingly, unitholders are urged to consult with their own tax advisors for advice with respect to the income tax consequences of an investment in units, based on their particular circumstances.

Tax Status of the Fund

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

In order to continue to qualify as a mutual fund trust, the Fund must, among other things, comply on a continuous basis with certain minimum requirements respecting the ownership and dispersal of units. If the Fund does not qualify as a “mutual fund trust” at all times, the income tax considerations described below could be materially and adversely different.

Taxation of the Fund

In each taxation year, the Fund will be subject to tax under Part I of the Tax Act on its net income, including the taxable portion of any net capital gains, if any, that is not paid or made payable to unitholders in that year. An amount will generally be considered to be paid or payable to a unitholder in a year if it is paid in the year or if the unitholder is entitled to enforce payment of the amount in the year. The Fund will generally be entitled for each taxation year to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized taxable gains by an amount determined under the Tax Act based on the redemption of units during the year (the “**capital gains refund**”). Provided the Fund distributes all of its net taxable income and its net capital gains to its unitholders on an annual basis, it should not be liable for any income tax under Part I of the Tax Act.

The Fund is required to include, in computing its income for each taxation year, the taxable portion of any capital gains, any dividends received by it in that taxation year and all interest that accrues to it during the year, or which 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. In computing its income, the Fund will take into account any loss carry-forwards, any capital gains refund and all deductible expenses, including management fees.

In computing its income for tax purposes, subject to the detailed provisions of the Tax Act, the Fund may deduct reasonable administrative and other expenses incurred to earn income and such other expenses as permitted by the Tax Act.

Gains and losses realized by the Fund on the disposition of securities will generally be reported as capital gains and capital losses. Generally, gains and losses realized by the Fund from derivative securities and in respect of short sales of securities (other than Canadian securities) will be treated as income and losses of the Fund, except where a derivative is used to hedge securities held on capital account, provided there is sufficient linkage and subject to the detailed rules in the Tax Act. Whether gains or losses realized by the Fund in respect of a particular security (other than a Canadian security) are on income or capital account will depend largely on factual considerations.

Losses incurred by the Fund in a taxation year cannot be allocated to unitholders, but may be deducted by the Fund in future years in accordance with the Tax Act.

The Fund’s portfolio may include securities which are not denominated in Canadian dollars. The cost and proceeds of disposition of securities, dividends, interest and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars at the exchange rate prevailing at the time of the transaction,

as more particularly determined in accordance with section 261 of the Tax Act. Accordingly, the Fund may realize gains or losses by virtue of the fluctuation in the value of foreign currencies relative to Canadian dollars.

The Fund may derive income or gains from investments in countries other than Canada and, as a result, may be liable to pay income or profits tax to such countries. To the extent 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 income for purposes of the Tax Act, subject to the detailed provisions of the Tax Act. To the extent that such foreign tax paid does not exceed 15% of such foreign source income and has not been deducted in computing the Fund's income, the Fund may generally designate a portion of its foreign source income in respect of its unitholders 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 unitholders for the purposes of the foreign tax credit provisions of the Tax Act.

The Fund may be subject to alternative minimum tax in any taxation year throughout which the Fund is not a "mutual fund trust" for purposes of the Tax Act.

The Fund may be subject to loss restriction rules contained in the Tax Act, unless the Fund qualifies as an "investment fund" as defined in the Tax Act, which, among other things, requires that certain investment diversification restrictions are met, and that unitholders hold only fixed (and not discretionary) interests in the Fund. If the Fund experiences a "loss restriction event" (i) the Fund will be deemed to have a year-end for tax purposes (which would result in an allocation of the Fund's net income and net realized capital gains at such time to unitholders so that the Fund is not liable for income tax on such amounts), and (ii) the Fund will be deemed to realize any unrealized capital losses and its ability to carry forward losses will be restricted. Generally, the Fund will have a loss restriction event when a person becomes a "majority-interest beneficiary" of the Fund, or a group of persons becomes a "majority-interest group of beneficiaries" of the Fund, as those terms are defined in the Tax Act.

The Fund may be subject to the "suspended loss" rules contained in the Tax Act, which would generally apply where the Fund disposes of property and subsequently reacquires the property or acquires an identical property within the time period that begins 30 days before the disposition and ends 30 days following the disposition, and the Fund continues to own the reacquired or newly-acquired property following that period. Where the "suspended loss" rules apply, any losses arising from the initial disposition of property would be denied, but may be realized at a future point in time in accordance with the rules in the Tax Act.

The Fund may be subject to the "straddle loss" rules contained in the Tax Act, which generally defer the realization of any loss on the disposition of a "position" to the extent of any unrealized gain on an offsetting "position". For the purposes of these rules, a "position" held by the Fund includes any interest in actively traded personal properties such as commodities, derivatives, and certain debt obligations. An offsetting "position" is any similar interest that has the effect of eliminating all or substantially all of the Fund's risk of loss and opportunity for gain in respect of the underlying "position". These rules are subject to various exceptions set out in the Tax Act.

The Trust Agreement permits the Fund, when it realizes income or capital gains as a result of a transfer or disposition of its property occurring in connection with an exchange or redemption of units by a unitholder, to designate and treat for income tax purposes all or a portion of the amount paid to the unitholder on the redemption or exchange as a distribution to the unitholder out of such income or capital gains rather than being treated as proceeds of disposition of the units. However, the Tax Act contains a special anti-avoidance rule that will (a) deny the Fund a deduction for any income of the Fund designated to a unitholder on a redemption of units, where the unitholder's proceeds of disposition are reduced by the designation, and (b) deny the Fund a deduction for the portion of a capital gain of the Fund designated to a unitholder on a

redemption of units that is greater than the unitholder's accrued gain on those units, where the unitholder's proceeds of disposition are reduced by the designation. Any income or taxable capital gains that would otherwise have been designated to redeeming unitholders may be made payable to the remaining non-redeeming unitholders to ensure the Fund will not be liable for non-refundable income tax thereon. Accordingly, the amounts of taxable distributions made to unitholders of the Fund may be greater than they would have been in the absence of the special anti-avoidance rule.

Taxation of Unitholders

Units Held in a Registered Plan

If you hold units of the Fund in a Registered Plan, distributions from the Fund and capital gains from a redemption (or other disposition) of units of the Fund in respect of the Registered Plan are generally not subject to tax under the Tax Act until withdrawals are made from the Registered Plan (however, withdrawals from a TFSA or an FHSA are generally not subject to tax).

Notwithstanding the foregoing, if the units of the Fund are "prohibited investments" (as defined in the Tax Act) for your TFSA, RRSP, RRIF, FHSA or RESP (each, a "**Prescribed Plan**"), you, as the holder of the TFSA or FHSA, the annuitant under the RRSP or RRIF, or the subscriber of the RESP, as the case may be, may be subject to a penalty tax as set out in the Tax Act. The units of the Fund will be a "prohibited investment" for your Prescribed Plan, if you (i) do not deal at arm's length with the Fund for purposes of the Tax Act, or (ii) have a "significant interest", as defined in the Tax Act, in the Fund. Generally, you will not have a significant interest in the Fund unless you own interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with which you do not deal at arm's length. In addition, your units will not be a "prohibited investment" if such units are "excluded property" as defined in the Tax Act for a Prescribed Plan.

You should consult with your own tax advisors to determine whether units of the Fund would be a "prohibited investment" for your Prescribed Plan, based on your particular circumstances.

Units Not Held in a Registered Plan

If a unitholder of the Fund holds units of the Fund outside a Registered Plan, the unitholder will generally be required to include in computing his/her income for a taxation year such part of the net income of the Fund, including the taxable portion of capital gains, if any, paid or payable to the unitholder in the taxation year. This is the case even though such distributions may be automatically reinvested in additional units and there may therefore be insufficient cash received by a unitholder to pay the tax payable in respect of such distributions of income.

Distributions

Generally, any distributions in excess of the net income and net capital gains of the Fund in a year will not be taxable in the hands of a unitholder of the Fund but will reduce the adjusted cost base of the unitholder's units. To the extent that a unitholder's adjusted cost base of his/her units would otherwise be a negative amount, the negative amount will be deemed to be a capital gain realized by the unitholder and the unitholder's adjusted cost base will be nil immediately thereafter. The non-taxable portion of capital gains distributed to a unitholder will not be taxable in the hands of the unitholder and will not, provided the appropriate designations are made by the Fund, reduce the adjusted cost base of the units.

The higher the portfolio turnover rate of the Fund in a year, the greater the chance that an amount will be declared payable or paid in respect of your units of the Fund prior to the end of the year. However, there is not necessarily a relationship between a high turnover rate of the Fund's portfolio and the performance of the Fund.

Provided that appropriate designations are made by the Fund, such portion of (a) the net realized taxable capital gains of the Fund, and (b) the taxable dividends received by the Fund on shares of taxable Canadian corporations as are paid or become payable to a unitholder will effectively retain their character and be treated as such in the hands of the unitholder. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the normal gross-up and dividend tax credit rules will apply. The Fund may make designations in respect of income from foreign sources, if any, so that unitholders may be able to claim a foreign tax credit in accordance with the provisions of, and subject to the general limitations under, the Tax Act for a portion of foreign tax, if any, paid by the Fund.

The net asset value per unit of the Fund at the time that the unitholder acquires units may reflect income and gains of the Fund that have accrued up to the time the units are acquired. Accordingly, a unitholder who acquires units of the Fund, particularly late in a calendar year, may become taxable on the unitholder's share of income and gains of the Fund that accrued before the units were acquired by the unitholder.

We will provide each unitholder with prescribed information in the form required by the Tax Act to assist with the preparation of tax returns.

Redemptions and Dispositions

Upon the redemption (or other disposition) of a unit of a particular class of units of the Fund, including on a redemption of units to pay any applicable redesignation fees, a unitholder will realize a capital gain (or capital loss) to the extent that the proceeds of disposition exceed (or are exceeded by) the unitholder's adjusted cost base of the unit and any reasonable costs of disposition. For the purpose of determining the adjusted cost base of units to a unitholder, when units are acquired, including on the reinvestment of distributions, the cost of the newly acquired units will generally be averaged with the adjusted cost base of all such units of a particular class of units of the Fund owned by the unitholder as capital property immediately before that time.

Under the current provisions of the Tax Act, one-half of any capital gain realized on the disposition of units will be included in the unitholder's income and one-half of any capital loss realized must be deducted from taxable capital gains realized in a particular year. Under the current provisions of the Tax Act, a unitholder may deduct one-half of any unused capital losses arising in a particular taxation year against the taxable portion of any net capital gains arising in the three immediately preceding taxation years or in subsequent taxation years, subject to the rules in the Tax Act.

If certain Tax Proposals released as part of the 2024 federal Budget are enacted as proposed, (i) one-half of the first \$250,000 of capital gains realized by a Canadian Unitholder in a taxation year (net of current-year capital losses, capital losses of other years applied to reduce current-year capital gains and capital gains subject to certain statutory exemptions and incentives), and (ii) two-thirds of any additional capital gains realized by the Canadian Unitholder in the taxation year will be included in the Canadian Unitholder's income for the taxation year (the "**Capital Gains Changes**"). The Capital Gains Changes are proposed to apply to capital gains realized on or after June 25, 2024. Special transitional rules are proposed to apply to capital gains realized in 2024 to generally ensure that the historical inclusion rates apply to capital gains realized before June 25, 2024 and the amended inclusion rates apply to capital gains realized on or after June 25, 2024. It is proposed that net capital losses incurred prior to 2024 will continue to be deductible against taxable capital gains realized subsequent to June 24, 2024 by adjusting their value to reflect the

inclusion rate of the capital gains being offset. You are strongly urged to consult with your own tax advisors to assess the impact of the Capital Gains Changes based on your own particular circumstances.

In certain circumstances, loss restriction rules will limit or eliminate the amount of a capital loss that a unitholder may deduct. For example, a capital loss that a unitholder realizes on a redemption of units will be generally deemed to be nil if, during the period that begins 30 days before and ends 30 days after the day of that redemption, the unitholder acquired identical units (including through the reinvestment of distributions) and the unitholder continues to own these identical units at the end of that period. In such a case, the amount of the denied capital loss will generally be added to the adjusted cost base of the unitholder's units. This rule will also apply where the identical units are acquired and held by a person affiliated with the unitholder (as defined in the Tax Act).

Management fees paid directly to the Manager by holders of Class I units will generally not be deductible by those unitholders.

Calculating the Adjusted Cost Base of a Unit of the Fund

You must separately compute the adjusted cost base (the “**ACB**”) in respect of each class of units of the Fund that you own. The ACB in respect of any class of units of the Fund that you own must be calculated in Canadian dollars.

The total ACB of your units of a particular class of units of the Fund (the “subject class”) is generally equal to:

- the total of all amounts you paid to purchase those units, including any sales charges paid by you at the time of purchase;
plus
- the ACB of any units of another class of units of the Fund that you hold that were redesignated as units of the subject class;
plus
- the amount of any reinvested distributions in respect of units of the subject class;
less
- the return of capital component of distributions paid to you in respect of your units of the subject class; and
less
- the ACB of any of your units of the subject class that have been redeemed.

The ACB of a single unit of a subject class is the total ACB of units of the subject class held by you divided by the number of units of the subject class that you hold at the relevant time.

You are responsible for keeping a record of the ACB of your investment for the purpose of calculating any capital gain or capital loss you may realize when you redeem, or otherwise dispose of, your units. You should keep track of the original cost of your units of the Fund, including new units you receive when distributions are reinvested.

Alternative Minimum Tax

In general terms, net income of the Fund paid or payable to a unitholder that is designated as net realized taxable capital gains, taxable Canadian dividends or taxable capital gains realized on the disposition of units may increase the unitholder's potential liability for alternative minimum tax. Depending on your personal circumstances, you may be liable to pay an alternative minimum tax on distributions of taxable Canadian dividends and capital gains received from the Fund and on capital gains realized on the disposition of units of the Fund.

Redesignations

Based on the published administrative position of the CRA, a redesignation of units of the Fund into other units of the Fund denominated in the same currency should not generally be considered to give rise to a taxable disposition for the purposes of the Tax Act.

Management and Advisory Fees

You should consult your tax advisor regarding the deductibility of any fees paid directly by you, in your particular circumstances, including any investment advisory fees you pay to your Dealer when investing in units of the Fund.

Tax Reporting

Generally, you will be required to provide your financial advisor with information related to your citizenship, tax residence and, if applicable, your foreign tax identification number. If you are identified as a U.S. citizen (including a U.S. citizen living in Canada), U.S. resident, or a foreign tax resident, details of your investment in the Fund will generally be reported to the CRA unless units are held inside certain Registered Plans. The CRA may provide the information to the relevant foreign tax authorities under exchange of information treaties or other agreements.

International Tax Reporting

Part XIX of the Tax Act implements the Organisation for Economic Co-operation and Development Common Reporting Standard. Pursuant to Part XIX of the Tax Act, "Canadian financial institutions" that are not "non-reporting financial institutions" (as both terms are defined in Part XIX of the Tax Act) are required to have procedures in place to identify accounts held by tax residents of foreign countries (other than the U.S.) or by certain entities the "controlling persons" of which are tax resident in a foreign country and to report required information to the CRA. Such information will be exchanged on a reciprocal, bilateral, basis with the tax authorities of the foreign country in which the account holders or such controlling persons are tax resident, pursuant to the Multilateral Convention on Mutual Administrative Assistance in Tax Matters or the relevant bilateral tax treaty. Pursuant to Part XIX of the Tax Act, unitholders are required to provide certain information regarding their investment in the Fund for the purpose of such information exchange, unless the investment is held within certain Registered Plans.

U.S. Foreign Account Tax Compliance Act (FATCA)

In March 2010, the U.S. enacted FATCA, which imposes certain reporting requirements on non-U.S. financial institutions. The governments of Canada and the United States have entered into an Intergovernmental Agreement (the "IGA"), which establishes a framework for cooperation and information sharing between the two countries and may provide relief from a 30% withholding tax under FATCA (the "FATCA Tax") for Canadian entities, such as the Fund, provided that (i) the Fund complies with the terms

of the IGA and the Canadian legislation implementing the IGA in Part XVIII of the Tax Act, and (ii) the government of Canada complies with the terms of the IGA. The Fund will endeavour to comply with the requirements imposed under the IGA and Part XVIII of the Tax Act. Under Part XVIII of the Tax Act, holders of units of the Fund are required to provide identity and tax residency and other information to the Fund (and may be subject to penalties for failing to do so), which, in the case of “Specified U.S. Persons” or certain non-U.S. entities controlled by “Specified U.S. Persons”, will be provided, along with certain financial information (for example, account balances), by the Fund to the CRA and from the CRA to the U.S. Internal Revenue Service. The Fund may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or Part XVIII of the Tax Act, or if the Canadian government is not in compliance with the IGA and if the Fund is otherwise unable to comply with any relevant and applicable U.S. legislation.

Eligibility for Investment

Provided that the Fund qualifies as a “mutual fund trust” for purposes of the Tax Act at all times, units of the Fund offered hereby will be “qualified investments” under the Tax Act for Registered Plans.

WHAT ARE YOUR LEGAL RIGHTS?

Under securities law in some provinces and territories, you have the right to withdraw from an agreement to buy a mutual fund within two business days after you receive a simplified prospectus or Fund Facts documents, or to cancel your purchase within 48 hours after you receive confirmation of the purchase.

In some provinces and territories, you also have the right to cancel a purchase, or, in some jurisdictions, to make a claim for damages, if the simplified prospectus, Fund Facts documents or financial statements contain a misrepresentation. You must act within the time limits set by law in the applicable province or territory.

For more information, refer to the securities legislation of your province or territory or consult your lawyer.

EXEMPTIONS AND APPROVALS

The Manager, on behalf of the Fund, has applied for an exemption to permit the Fund to:

- (a) include historical performance data in sales communications, management reports of fund performance and Fund Facts documents;
- (b) include historical financial highlights in management reports of fund performance; and
- (c) calculate its investment risk levels for purposes of its simplified prospectus and Fund Facts documents using the Fund’s historical performance data,

notwithstanding that such historical performance data and financial highlights relate to a period prior to the Fund’s units being offered under a simplified prospectus and the Fund has not distributed its units under a simplified prospectus for 12 consecutive months.

The Manager, on behalf of the Fund, has applied for an exemption to permit the Fund to process purchase orders for its units, as described in this Prospectus and the Fund Facts documents, on a monthly basis at their class NAV per unit calculated as at the last Valuation Date of the calendar month in which the purchase order for such units is received. The exemption would also permit the Fund to process redemption orders for its units, as described in this Prospectus and the Fund Facts documents, on at least 20 business days

prior written notice, on a monthly basis, redeeming such units at their class NAV per unit as at the time the redemption order is processed, which shall be the next Valuation Date after such 20 business day notice period that falls on the last business day of a calendar month.

The Manager, on behalf of the Fund and other alternative funds managed by the Manager or an affiliate of the Manager, has applied for an exemption to permit the Fund to deposit portfolio assets as security with a borrowing agent that is not the Fund's custodian or sub-custodian in connection with a short sale of securities, if the aggregate market value of the portfolio assets held by the borrowing agent after such deposit, excluding the aggregate market value of the proceeds from outstanding short sales of securities held by the borrowing agent, does not exceed 25% of the net asset value of the Fund at the time of deposit.

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

**FULCRA CREDIT OPPORTUNITIES FUND
(the “Fund”)**

This simplified prospectus, and the documents incorporated by reference into the simplified prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by the simplified prospectus, as required by the securities legislation of each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Nova Scotia and the territory of Yukon and do not contain any misrepresentations.

DATED: July 29, 2024

**FULCRA ASSET MANAGEMENT INC., AS TRUSTEE, MANAGER AND PROMOTER OF
THE FUND**

“Matthew Shandro” (signed)

Matthew Shandro
President signing in the capacity of
Chief Executive Officer

“Kelvin Kwong” (signed)

Kelvin Kwong
Chief Compliance Officer signing in the
capacity of Chief Financial Officer

On behalf of the board of directors of
FULCRA ASSET MANAGEMENT INC.,
as Manager, Trustee and Promoter of the Fund

“Matthew Shandro” (signed)

Matthew Shandro
Director

“Kelvin Kwong” (signed)

Kelvin Kwong
Director

“Shannon Carthy” (signed)

Shannon Carthy
Director

PART B: SPECIFIC INFORMATION ABOUT THE FULCRA CREDIT OPPORTUNITIES FUND

WHAT IS A MUTUAL FUND AND WHAT ARE THE RISKS OF INVESTING IN A MUTUAL FUND?

What is a mutual fund?

A mutual fund is an investment vehicle that pools money contributed by people with similar investment objectives and invests in a portfolio of securities to be managed by a professional investment manager. Investing in a mutual fund allows investors to hold a larger variety of securities than most investors could hold individually. By investing in a mutual fund, investors often increase their ability to diversify their investment portfolios. Unitholders share a mutual fund's income, common expenses, gains and losses in proportion to their interest in the mutual fund.

The value of an investment in a mutual fund is primarily realized through distributions paid by the mutual fund to its investors and through redeeming securities of the mutual fund.

The Fund is an alternative mutual fund organized as an open-ended unit trust governed by the laws of the Province of British Columbia and established pursuant to the Trust Agreement. Prior to the filing of this Prospectus, the Fund was not a reporting issuer and securities of the Fund were offered on a private placement basis pursuant to available exemptions from the prospectus requirements under applicable Canadian securities laws.

In this document, we refer to the securities issued by the Fund as “**units**”. The Fund is an alternative mutual fund with a specific investment objective and a portfolio of investments. The Fund currently offers three classes of units (each, a “**class**” and, together, “**classes**”) but may, in the future, offer additional classes of units without notification to, or approval of, investors. Each class of units is intended for a different type of investor and may entail different fees. The owner of a unit is referred to as a “**unitholder**”. The different classes of units available under this Prospectus are described under the section entitled “Purchases, Redemptions and Redesignations”.

What are the risks of investing in a mutual fund generally?

As an investor, there is always a risk you could lose money. Mutual funds are no exception, but the degree of risk varies considerably from one mutual fund to the next. As a general rule, the more investment risk you are willing to accept, the higher your potential returns and the greater your potential losses.

Mutual funds own different types of investments, depending upon their investment objectives. These can include stocks, bonds, securities of other mutual funds and/or exchange-traded fund, called “**underlying funds**”, cash and cash equivalents like treasury bills and derivatives. There is no guarantee that a mutual fund will be able to achieve its investment objective. The value of these investments will change from day to day, reflecting changes in interest rates, economic conditions, and market and company news. As a result, the net asset value of a mutual fund's units may go up and down, and the value of your investment in a mutual fund may be more or less when you redeem it than when you purchased it.

The full amount of your original investment in the Fund is not guaranteed. Unlike bank accounts or guaranteed investment certificates, mutual fund units are not covered by the Canada Deposit Insurance Corporation or any other government deposit insurer. It is possible to lose money by investing in a mutual fund.

Under exceptional circumstances, a mutual fund may suspend redemptions. For more information, please refer to the section entitled “Purchases, Redemptions and Redesignations” for further details.

What are the specific investment risks of investing in the Fund?

Mutual funds are subject to a variety of risk factors depending on their investment objectives. Set out below in alphabetical order is a general description of the specific risks of investing in the Fund. The following does not purport to be a complete summary of all the risks associated with an investment in the Fund. Prospective unitholders should read this entire Prospectus and consult with their own advisors before deciding to subscribe.

Active Management Risk

The Fund is actively managed. The Fund is dependent on its portfolio management team to select individual securities and, therefore, is subject to the risk that unfavourable security selection or market allocation will cause the Fund to underperform relative to other mutual funds with a similar investment objective or relative to its benchmark index. Active management risk may adversely affect the Fund’s NAV, return or its ability to meet its investment objective.

Class Risk

The Fund has different classes of units. If the Fund cannot pay the fees and expenses attributable to one class of units of the Fund using the proportionate share of the Fund’s assets attributable to that class, the Fund will be required to pay those fees and expenses out of one or more of the other proportionate shares of the Fund’s assets. This may reduce the value of your investment in the Fund.

Counterparty Risk

To the extent that any counterparty with or through which the Fund engages in trading and maintains accounts does not segregate the Fund’s assets, the Fund will be subject to a risk of loss in the event of the insolvency of such person. Even where the Fund’s assets are segregated, there is no guarantee that, in the event of such an insolvency, the Fund will be able to recover all of its assets.

Credit Risk

The Fund may invest in debt securities. When the Fund invests in debt securities, such as bonds, it is essentially making a loan to the company or the government issuing the security. The financial condition of an issuer of a debt security may cause it to default or become unable to pay interest or principal due on the security. If an issuer defaults, the affected security could lose all of its value, be renegotiated at a lower interest rate or principal amount or become illiquid. Furthermore, debt securities are often rated by organizations such as Standard & Poor’s, and if a security’s rating is downgraded because the rating service feels the issuer may not be able to pay investors back, the value of that investment may fall. Higher yielding debt securities of lower credit quality have greater credit risk than lower yielding securities with higher credit quality.

Currency Risk

The assets and liabilities of the Fund are valued in Canadian dollars. If the Fund holds a security denominated in a foreign currency, for the purposes of calculating the NAV of the Fund, we convert, on a daily basis, the value of the security into Canadian dollars. The Fund may also purchase or obtain exposure to foreign currencies as investments. Fluctuations in the value of the Canadian dollar relative to the foreign

currency will impact the NAV of the Fund. If the value of the Canadian dollar has increased relative to the foreign currency, the return on the foreign security may be reduced, eliminated or made negative. The opposite can also occur; that is, where the Fund is holding a security denominated in a foreign currency, it may benefit from an increase in the value of the foreign currency relative to the Canadian dollar.

Some foreign governments may restrict currency exchange. If we cannot exchange the currencies in which the Fund is invested, we may be unable to make distributions or process redemptions.

To manage the risk of foreign currency fluctuations and restrictions, the Fund may enter into forward currency hedging contracts with another party. The Fund may also enter into forward currency contracts to increase exposure to a certain currency or to shift exposure to currency fluctuations from one currency to another. The use of forward currency contracts poses the risks set out under "Derivatives Risk" below.

Cybersecurity Risk

With the increased use of technologies such as the Internet to conduct business, the Manager and the Fund have become potentially more susceptible to operational and information security risks through breaches in cybersecurity. In general, a breach in cybersecurity can result from either a deliberate attack or an unintentional event. Cybersecurity breaches may involve, among other things, infection by computer viruses or other malicious software code or unauthorized access to the Manager's or the Fund's digital information systems, networks or devices through "hacking" or other means, in each case for the purpose of misappropriating assets or sensitive information (including, for example, personal unitholder information), corrupting data or causing operational disruption or failures in the physical infrastructure or operating systems that support the Manager or the Fund. Cybersecurity risks also include the risk of losses of service resulting from external attacks that do not require unauthorized access to the Manager's or the Fund's systems, networks or devices. Any such cybersecurity breaches or losses of service may cause the Manager or the Fund to lose proprietary information, suffer data corruption or lose operational capacity, which, in turn, could cause the Manager or the Fund to incur regulatory penalties, reputational damage, additional compliance costs associated with corrective measures and/or financial loss. While the Manager and the Fund have established business continuity plans and risk management systems designed to prevent or reduce the impact of cybersecurity attacks, there are inherent limitations in such plans and systems due in part to the ever-changing nature of technology and cybersecurity attack tactics, and there is a possibility that certain risks have not been adequately identified or prepared for.

In addition, cybersecurity failures by or breaches of the Manager's or the Fund's third-party service providers may disrupt the business operations of the service providers and of the Manager or of the Fund. These disruptions may result in financial losses; the inability of unitholders to transact business with the Fund; the inability of the Fund to process transactions; the inability of the Fund to calculate its NAV; violations of applicable privacy and other laws, rules and regulations; regulatory fines; penalties; reputational damage; reimbursement or other compensatory costs; and/or additional compliance costs associated with implementation of any corrective measures. Cybersecurity risks may also impact issuers of securities in which the Fund invests, which may cause the Fund's investments in such issuers to lose value.

Debt Investment Risk

The Fund invests in debt securities. When your portfolio invests in debt securities, such as bonds, it is essentially making a loan to the company or the government issuing the security. The financial condition of an issuer of a debt security may cause it to default or become unable to pay interest or principal due on the security. Furthermore, debt securities are often rated by organizations such as Standard & Poor's, and if a security's credit rating is downgraded because the credit rating agency feels the issuer may not be able to pay investors back, the value of that investment may fall.

Derivatives Risk

The Fund may invest in and use derivative instruments for hedging and non-hedging purposes to the extent considered appropriate. Derivatives are types of investments where value of which is based on, or derived from, the value or performance of another investment, such as a security, a currency, a commodity or a market index. There are many types of derivatives, including options, futures and forward contracts.

The Fund may often invest in derivatives to reduce the risks associated with other investments or to help offset losses on other investments. The use of derivatives in this way is referred to as “hedging.” The Fund may also use derivatives for other reasons, including helping to achieve their investment objectives, increasing returns, reducing the transaction costs associated with direct investments and positioning the Fund to profit from declining markets. Although the use of derivatives for hedging or other purposes can be effective, derivatives also have certain risks. Some of the most common risks are set forth below.

- There is no guarantee that the use of derivatives for hedging will be effective.
- Hedging does not prevent changes in the market value of the investments in the Fund’s portfolio or prevent losses if the market value of the investments falls.
- Hedging can prevent the Fund from making a gain if the value of the underlying security, currency, commodity or market index rises, or if interest rates fall.
- The Fund might not be able to place a hedge if other investors are expecting the same change.
- There is no guarantee that the Fund will be able to buy or sell a derivative to make a profit or limit a loss.
- There is no guarantee that the other party to a derivative contract will meet its obligations.
- Derivatives traded on foreign markets may be less liquid and have greater credit risk than similar derivatives traded on North American markets.
- Exchanges set daily trading limits on options and futures contracts, and these limits could prevent the Fund from completing a contract.
- The cost of a particular derivatives contract may increase.
- The price of a derivative may not accurately reflect the value of the underlying security or index.
- The Tax Act, or its interpretation, may change in respect of the tax treatment of derivatives.
- A large percentage of the assets of the Fund may be placed on deposit with one or more counterparties which would expose that Fund to the credit risk of those counterparties.

Diversification Risk

The Fund’s portfolio will not necessarily be widely diversified. As a consequence, the portfolio of the Fund may be subject to more rapid change in value than if the Fund were required to maintain a wide diversification among companies, securities and types of securities.

Equity Investment Risk

The Fund may invest in equity securities. The value of equity securities is affected by specific company developments, by stock market conditions and by general economic and financial conditions in those countries where the investments are listed for trading. Investment funds which invest in equities generally tend to be more volatile than fixed income investment funds, and the value of their units may vary more widely than fixed income investment funds.

Exchange-Traded Fund Risk

The Fund may invest in exchange-traded funds ("**ETFs**") that seek to provide returns similar to an underlying benchmark such as particular market indices or industry sector indices. ETFs may not achieve the same return as their benchmark indices due to differences in the actual weightings of securities held in the ETF versus the weightings in the relevant index, and due to the fees and expenses payable by the ETF.

ETFs are traded on an exchange and as a result are subject to the following risks that do not apply to conventional mutual funds: (i) an ETF's securities often trade on the exchange at a premium or discount to the NAV of such securities; (ii) an active trading market for an ETF's securities may not develop or be maintained; and (iii) there is no assurance that the ETF will continue to meet the listing requirements of the exchange.

Force Majeure Risk

Natural disasters, incidences of war, riot or civil unrest, terrorist attacks, public health crises including epidemics, pandemics or outbreaks of new infectious disease or viruses can materially adversely affect the Fund's financial condition, liquidity or results of operations. A force majeure event can have a significant impact on the global economy and commodity and financial markets, resulting in, for example, extreme volatility in financial markets, a slowdown in economic activity, extreme volatility in commodity prices or even the prospect of a global recession. Such impact can materially adversely affect the operations of third parties in which the Fund has an interest, or the Fund directly.

Foreign Investment Risk

The Fund may invest a portion of its capital in foreign securities. As a result, income or losses of the Fund may be affected by fluctuations in the rates of exchange between the Canadian dollar and the foreign currencies of the countries in which the Fund holds investments. The Manager may or may not hedge the currency risks for significant investment transactions denominated in currencies other than Canadian dollars.

The values of foreign investments are affected by changes in currency rates or exchange control regulations, application of foreign tax laws, including withholding taxes, changes in governmental administration or economic or monetary policy (in Canada or abroad) or changed circumstances in dealings between nations. Costs are incurred in connection with conversions between various currencies. In addition, foreign brokerage commissions are generally higher than in Canada, and foreign securities markets may be less liquid, more volatile and subject to less governmental supervision than in Canada. Investments in foreign countries could be affected by other factors not present in Canada, including expropriation, confiscatory taxation, lack of uniform accounting and auditing standards, and potential difficulties in enforcing contractual obligations, and could be subject to extended settlement periods. Furthermore, the value of securities that are issued by a company in a developing market may be lower, as they may be less liquid and more volatile than those issued by similar companies in North America. In general, investments in more

developed markets, such as Western Europe, have lower foreign market risk, whereas investments in emerging markets, such as Southeast Asia or Latin America, have higher foreign market risk.

Fund Investment Objective and Strategies Risk

There is no assurance that the Fund will achieve its investment objectives. The Manager may alter the investment strategies in respect of the Fund without prior approval by the Fund's unitholders if the Manager determines that such change is in the best interest of the Fund.

Interest rate risk

The Fund holds fixed income securities and, as such, the value of such investments will rise and fall as interest rates change. When interest rates fall, the value of an existing bond will rise. When interest rates rise, the value of an existing bond will fall. The value of debt securities that pay a variable (or floating) rate of interest is generally less sensitive to interest rate changes. To the extent the Fund holds instruments with a negative yield (e.g., where there are negative interest rates), its value could be impaired.

Investment Risk

An investment in the Fund is not intended as a complete investment program. A subscription for units of the Fund should be considered only by persons financially able to maintain their investment and who can bear the risk of loss associated with an investment in the Fund. Investors should review closely the investment objective and investment strategies to be utilized by the Fund as outlined herein to familiarize themselves with the risks associated with an investment in the Fund.

Lack of Independent Experts Representing Unitholders

Each of the Fund and the Manager have consulted with a single legal counsel regarding the formation and terms of the Fund and the offering of units. The interests of the unitholders of the Fund have not, however, been independently represented. Therefore, to the extent that the Fund, the unitholders or this offering could benefit by further independent review, such benefit will not be available. Each prospective investor should consult his or her own legal, tax and financial advisers regarding the desirability of purchasing units and the suitability of investing in the Fund.

Large Unitholder Risk

As at June 30, 2024, one unitholder held approximately 25% of the issued and outstanding units of the Fund. There is risk that large investments could result in substantial redemptions of units of the Fund. Substantial redemptions of units of the Fund could require the Fund to liquidate positions more rapidly than otherwise desirable to raise the necessary cash to fund redemptions and achieve a market position appropriately reflecting a smaller asset base. Such factors could adversely affect the value of the units redeemed and of the units that remain outstanding. Other investors may also purchase large amounts of the Fund.

Leverage Risk

The Manager may use leverage to enhance returns of a particular security if it determines that a security possesses strong enough asset coverage. The Fund may borrow cash up to 50% of its net asset value, calculated at the time of borrowing, for the purpose of purchasing investments. The Manager does not believe it is prudent to rely on leverage as a method to improve portfolio performance.

Liquidity Risk

Some of the securities in which the Fund intends to invest may be thinly traded. There are no restrictions on the investment of the assets of the Fund in illiquid securities. It is possible that Fund may not be able to sell or repurchase significant portions of such positions without facing substantially adverse prices. If the Fund is required to transact in such securities before its intended investment horizon, the performance of the Fund could suffer.

Market Risk

The success of the Fund's activities may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, and national and international political circumstances. These factors may affect the level and volatility of securities prices and the liquidity of the Fund's investments. Unexpected volatility or illiquidity could impair the Fund's profitability or result in losses.

Operating Expense Risk

The Fund is obligated to pay the expenses associated with the business and operations of the Fund regardless of whether the Fund realizes profits.

Performance Fee Risk

The payment of the Performance Fee to the Manager may create an incentive for it to cause the Fund to make investments that are riskier or more speculative than if there were no Performance Fee. Since the Performance Fee is calculated on a basis that includes unrealized appreciation of the Fund's assets, the fee may be greater than if it were based solely on realized gains. In addition, the ordinary income of the Fund (including dividends and interest received) is included in the calculation of the fee.

Preferred Share Investments Risk

The Fund that invests in preferred shares is subject to preferred share investments risk. Unlike interest payments on debt securities, dividend payments on preferred shares typically must be declared by the issuer's board of directors. An issuer's board of directors is generally not under any obligation to pay dividends (even if such dividends have accrued) and may suspend payment of dividends on preferred shares at any time. In the event that an issuer of preferred shares experiences economic difficulties, the issuer's preferred shares may lose value due to the reduced likelihood that the issuer's board of directors will declare a dividend or that they will make scheduled dividend payments, and the fact that the preferred shares may be subordinated to other securities of the issuer.

In addition, because many preferred shares allow holders to convert preferred shares into common shares of the issuer, their market price can be sensitive to changes in the value of the issuer's common shares. To the extent that the Fund invests a substantial portion of its assets in convertible preferred shares, declining common share values may also cause the value of the Fund's investments to decline.

Redemption Risk

There is no market for the units of the Fund and their resale, transfer and redemption are subject to restrictions imposed by the Fund and applicable securities legislation. Consequently, unitholders of the Fund may not be able to liquidate their investment in a timely manner and units may not be readily accepted

as collateral for a loan. Fulcra may also suspend the redemption of units of the Fund in accordance with the provisions of the Trust Agreement.

The Manager, on behalf of the Fund, has applied for an exemption to permit the Fund to process redemption orders for its units, as described in this Prospectus and the Fund Facts documents, on at least 20 business days prior written notice, on a monthly basis, redeeming such units at their class NAV per unit as at the time the redemption order is processed, which shall be the next Valuation Date after such 20 business day notice period that falls on the last business day of a calendar month.

Reliance on Key Personnel Risk

The Fund relies on the services of a limited number of individuals employed at the Fund's portfolio manager with respect to securities selection and their ability to manage the Fund in order to achieve its investment objective. There is no certainty that the individuals who are principally responsible for providing portfolio management services will continue to be employed by the applicable portfolio manager. The loss of such individuals for any reason could adversely affect the Fund.

Repurchase, Reverse Repurchase and Securities Lending Risk

The Fund may engage in securities lending transactions. In addition, the Fund may engage in repurchase and reverse repurchase transactions. Under a repurchase transaction, the Fund agrees to sell securities for cash while, at the same time, assuming an obligation to repurchase the same securities for a set amount of cash at a later date. A reverse repurchase transaction is a transaction pursuant to which the Fund buys securities for cash while, at the same time, agreeing to resell the same securities for cash (usually at a higher price) at a later date. Securities lending is an agreement whereby the Fund lends securities through an authorized agent in exchange for a fee and a form of acceptable collateral.

There is the risk that the other party to these types of transactions may default under the agreement or go bankrupt. If that happens in a reverse repurchase transaction and the market value of the security has dropped, the Fund may be unable to sell the security at the price it paid plus interest. If that happens in a repurchase or a securities lending transaction, the Fund may suffer a loss if the value of the security it sold or loaned has increased more than the value of the cash or collateral the Fund holds.

To reduce these risks, the Fund requires the other party to each of these transactions to put up collateral. The value of the collateral must be at least 102% of the market value of the security sold (for a repurchase transaction), bought (for a reverse repurchase transaction) or loaned (for a securities lending transaction). The value of the collateral is checked and reset daily. The market value of securities sold under repurchase transactions and loaned under securities lending agreements must not exceed 50% of the Fund's NAV. This calculation excludes cash held by the Fund for sold securities and collateral held for loaned securities.

Short Selling Risk

Selling a security short ("shorting") involves borrowing a security from an existing holder and selling the security in the market with a promise to return it at a later date. If the Fund shorts a security and the security increase in value during the shorting period, losses will incur to the Fund. There is in theory no upper limit to how high the price of a security may go. Another risk involved in shorting is the loss of a borrow, a situation where the lender of the security requests its return. In cases like this, the Fund that shorted the securities must either find securities to replace those borrowed or step into the market and repurchase the securities. Depending on the liquidity of the security shorted, if there are insufficient securities available at current market prices, the Fund may have to bid up the price of the security in order to cover the short, resulting in losses to the Fund.

Small Company Risk

Small companies can be riskier investments than larger companies. For one thing, they are often newer and may not have a track record, extensive financial resources or a well-established market for their securities. They generally do not have as many shares trading in the market, so it could be difficult for the Fund to buy or sell small company stock when it needs to. All of this means their prices can change significantly in a short period of time.

Specialization Risk

The Fund that invests primarily in one industry, market capitalization range or specific region or country may be more volatile than a less specialized fund and will be strongly affected by the overall economic performance of the area of specialization in which the Fund invests. The Fund must continue to follow its investment objectives regardless of the economic performance of the area of specialization.

Tax-Related Risks

It is the Manager's intention that the conditions prescribed in the Tax Act for the Fund to qualify as a mutual fund trust will be satisfied on a continuing basis. If the Fund fails to or ceases to qualify as a mutual fund trust under the Tax Act, the income tax considerations described under "Income Tax Considerations" could be materially and adversely different in some respects. For example, if the Fund fails to or ceases to qualify as a mutual fund trust and the Fund is not a "registered investment" for purposes of the Tax Act, units of the Fund will no longer be qualified investments for Registered Plans. The Tax Act imposes penalties on the annuitant of a registered retirement savings plan or a registered retirement income fund, the holder of a tax-free savings account, registered disability savings plan or a first home savings account, or the subscriber of a registered education savings plan for the acquisition or holding of non-qualified investments. In addition, if the Fund does not qualify as a "mutual fund trust" under the Tax Act it may be treated as a "financial institution" for purposes of certain special mark-to-market rules in the Tax Act if more than 50% of the units of the Fund are held by one or more unitholders that are themselves considered to be "financial institutions" under those rules. In such a case, the Fund will be required to recognize on income account any gains and losses accruing on certain types of debt obligations and equity securities that it holds and also will be subject to special rules with respect to income inclusion on these securities. Any income arising from such treatment will be included in the amounts distributed to unitholders. Each time the Fund becomes or ceases to be a financial institution in accordance with the mark-to-market rules, the tax year of the Fund will be deemed to end immediately before that time, and gains or losses accrued on certain securities before that time will be deemed realized by the Fund and will be distributed to unitholders. A new taxation year for the Fund will then begin, and for that and subsequent taxation years, for so long as not more than 50% of the units of the Fund are held by financial institutions, or the Fund is a mutual fund trust for purposes of the Tax Act, the Fund will not be subject to the mark-to-market rules.

There can be no assurance that the CRA will agree with the tax treatment adopted by the Fund in filing its tax return. The CRA could reassess the Fund on a basis that results in an increase in the taxable component of distributions considered to have been paid to unitholders. If the 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 or NAV per unit.

In addition, the use of derivative strategies may have a tax impact on the Fund. In general, gains and losses realized by the Fund from derivative transactions will be on income account, except where such derivatives

are used to hedge portfolio securities held on capital account and provided there is sufficient linkage. The Fund will generally recognize gains or losses under a derivative contract when it is realized by the Fund upon partial settlement or upon maturity. This may result in significant gains being realized by the Fund at such times and such gains may be taxed as ordinary income. To the extent such income is not offset by any available deductions, it would be distributed to applicable unitholders in the taxation year in which it is realized and included in such unitholder's income for the year.

The Tax Act contains loss restriction rules that may apply to a trust, including the Fund in certain circumstances. The loss restriction rules generally apply at any time when a person, partnership or group becomes a majority-interest beneficiary, or a majority interest group of beneficiaries, of the trust, unless the trust meets certain investment requirements and qualifies as an "investment fund" under the rules. If applicable, the taxation year of the Fund will be deemed to end and an automatic distribution of income and net capital gains may occur under the terms of the Trust Agreement so that the Fund will not be liable for income tax.

If the Fund realizes capital gains as a result of a transfer or disposition of its property undertaken to permit an exchange or redemption of units by a unitholder, allocation of fund-level capital gains may be permitted pursuant to the Trust Agreement. Recent amendments to the Tax Act will deny the Fund a deduction for the portion of the capital gain of the Fund, as applicable, allocated and designated to a unitholder on an exchange or redemption of units that is greater than the unitholder's accrued gain on those units, where the unitholder's proceeds of disposition are reduced by the designation.

Under special rules contained in the Tax Act, trusts that constitute "SIFT trusts" (as defined in the Tax Act) will generally be precluded from deducting certain amounts that would otherwise be deducted for tax purposes if they were paid or became payable to unitholders in a particular taxation year. If the Fund were found to be a "SIFT trust", the amounts available to be distributed by the Fund to its unitholders could be materially reduced.

Recent amendments to the Tax Act may limit the ability of the Fund to deduct certain "interest and financing expenses" that exceed certain defined thresholds when computing the income of the Fund for the purposes of the Tax Act.

There can be no assurance that applicable tax laws, or other legislation, legal and statutory rights will not be changed in a manner which adversely affects the Fund or its unitholders. There can be no assurance that income tax, securities, and other laws or the interpretation and application of such laws by courts or government authorities will not be changed in a manner which adversely affects the distributions received by the Fund or by the unitholders.

All unitholders will be responsible for the preparation and filing of their own tax returns in respect of their investment in the Fund. Costs associated with the preparation and filing of such returns may be material. Potential investors should consult their own tax advisors for the specific Canadian federal and provincial and foreign tax consequences to them.

Underlying Funds Risk

If the Fund invests in another investment fund (including an ETF), the risks associated with investing in that investment fund include the risks associated with the securities in which that investment fund invests, along with the other risks of that investment fund. Accordingly, the Fund takes on the risk of any investment fund in which it invests and such investment fund's respective securities in proportion to the Fund's investment in that investment fund. If the investment fund suspends redemptions, the Fund may be unable to value the portion of its portfolio that is invested in such investment fund.

U.S. Foreign Account Tax Compliance Act Risk

FATCA imposes certain reporting requirements on non-U.S. financial institutions. The governments of Canada and the United States have entered into the IGA which establishes a framework for cooperation and information sharing between the two countries and may provide relief from the FATCA Tax for Canadian entities such as the Fund, provided that (i) the Fund complies with the terms of the IGA and the Canadian legislation implementing the IGA in Part XVIII of the Tax Act, and (ii) the government of Canada complies with the terms of the IGA. The Fund will endeavor to comply with the requirements imposed under the IGA and Part XVIII of the Tax Act. Under Part XVIII of the Tax Act, unitholders of the Fund are required to provide identity and residency and other information to the Fund (and may be subject to penalties for failing to do so), which, in the case of “Specified U.S. Persons” or certain non-U.S. entities controlled by Specified U.S. Persons, such information and certain financial information (for example, account balances) will be provided by the Fund to the CRA and from the CRA to the IRS. However, the Fund may be subject to FATCA Tax if it cannot satisfy the applicable requirements under the IGA or Part XVIII of the Tax Act, or if the Canadian government is not in compliance with the IGA and if the Fund is otherwise unable to comply with any relevant and applicable U.S. legislation. Any such FATCA Tax in respect of the Fund would reduce the Fund’s distributable cash flow and NAV.

Valuation Risk

While the Fund is independently audited by its auditors on an annual basis, valuation of the Fund’s securities and other investments may involve uncertainties and judgmental determinations and, if such valuations should prove to be incorrect, the net asset value of the Fund could be adversely affected. Independent pricing information may not at times be available regarding certain of the Fund’s securities and other investments. Valuation determinations will be made in good faith in accordance with the Trust Agreement and as described in this Prospectus.

The Fund may from time to time have some of its assets in investments which by their very nature may be extremely difficult to value accurately. To the extent that the value assigned by the Fund to any such investment differs from the actual value, the net asset value per unit may be understated or overstated, as the case may be. In light of the foregoing, there is a risk that a unitholder of the Fund who redeems all or part of its units while the Fund holds such investments will be paid an amount less than such unitholder would otherwise be paid if the actual value of such investments is higher than the value designated by the Fund. Similarly, there is a risk that such unitholder might, in effect, be overpaid if the actual value of such investments is lower than the value designated by the Manager in respect of a redemption. In addition, there is risk that an investment in the Fund by a new unitholder (or an additional investment by an existing unitholder) could dilute the value of such investments for the other unitholders if the actual value of such investments is higher than the value designated by the Manager. Further, there is risk that a new unitholder (or an existing unitholder that makes an additional investment) could pay more than it might otherwise if the actual value of such investments is lower than the value designated by the Manager.

FULCRA CREDIT OPPORTUNITIES FUND

Fund Details

Type of Fund:	Alternative Credit Focused
Classes Offered and Start Date:	Class D: November 30, 2023 ⁽¹⁾ Class F (formerly, Class B): November 30, 2023 ⁽¹⁾⁽²⁾ Class I: November 30, 2023
Nature of Securities Offered:	Units of a mutual fund trust
Registered Plan Eligibility:	Eligible for Registered Plans
Annual Management Fee:	Class D: 1.15% Class F: 0.75% Class I: Negotiated and paid by each Class I unitholder
Performance Fee:	Annual Performance Fee is equal to 15% of the amount by which the net asset value per Class D or Class F unit as at the last Valuation Date of each year exceeds a threshold increase of 5% over its High Water Mark. Negotiated and paid by each Class I unitholder, as applicable.
Purchases:	Monthly, on the last business day of each calendar month (the “ Purchase Processing Frequency ”).
Redemptions:	Monthly, on the last business day of each calendar month, provided at least 20 business days prior written notice is given (the “ Redemption Processing Frequency ”).

Note 1: Class D and Class F (formerly, Class B) units of the Fund have been offered privately since March 1, 2012 and July 1, 2009, respectively.

Note 2: Class B units of the Fund were renamed to Class F units effective as of July 29, 2024.

What Does the Fund Invest In?

Investment Objective

The investment objective of the Fund is to generate income and long-term capital appreciation by primarily investing in corporate debt securities.

Before a fundamental change is made to the investment objective of the Fund, the prior approval of unitholders is required. This approval must be given by a resolution passed by at least a majority of the votes cast at a meeting of unitholders or in the alternative by an extraordinary resolution in writing of the unitholders representing not less than two-thirds of the net asset value of the Fund.

Investment Strategies

In seeking to achieve the Fund’s investment objective, the Manager employs a value-based fundamental research process. The Manager believes that private and public securities are priced inefficiently and, as a result, the price of any given security only occasionally coincides with its intrinsic value. The Manager attempts to identify and exploit these inaccuracies using internal analyses. The Manager believes that

concentrating the portfolio in fewer companies affords the best opportunity to achieve its investment objective of maximizing returns while preserving capital.

Those businesses whose securities the Manager determines to be undervalued will be considered as investment candidates. In select situations, the Manager may choose to short sell a security if, in the opinion of the Manager, the risk/reward of shorting that security is prudent. Short selling may be used for portfolio insurance, capital structure arbitrage, and/or intra-industry investing.

The Manager develops investment ideas through its own internal research and through its corporate relationships. Additionally, the Manager may source ideas from a variety of other external sources including participants in the investment community and industry publications. The Manager always assesses the impact of economic influences and industry trends on individual businesses.

In identifying and evaluating investment opportunities for the Fund, the Manager employs a variety of valuation methodologies such as discounted free cash flow, net asset value and private market value. Consideration is given to both quantitative and qualitative factors including: competitive positions; intangible assets such as brands and distribution networks; balance sheet strength; stability and growth of earnings; quality and depth of management; and corporate governance practices.

The level of net exposure in the Fund's portfolio at any given time is a function of the Manager's ability to identify attractive investments. The Fund invests primarily in North America in both debt (private, public, secured, unsecured, investment grade and non-investment grade) and publicly traded equity securities, but its investments may at any time include long or short positions in publicly traded domestic or foreign common stocks, trust units, preferred stocks, stock warrants, rights, convertible securities, securities of private issuers, and other securities or financial instruments including those of investment companies.

The Fund will not invest more than 20% of the Fund's net asset value (measured at the time of investment) in securities of a single issuer (other than government securities or money market funds or similar cash equivalent instruments). The Fund's investments may include investment in mature and emerging companies. The Fund may also engage in short sales of securities, buy securities on margin, and arrange with banks, brokers and other financial institutions to borrow money against a pledge of securities in order to employ leverage when the Manager deems such action appropriate.

The Fund may utilize currency forwards to substantially hedge the currency exposure and risk in the securities and businesses in which the Fund has invested.

Although the Manager does not expect to employ leveraged investing as a strategy in the ordinary course, the Fund may borrow cash up to 50% of its net asset value, calculated at the time of borrowing, for the purpose of purchasing investments.

The Manager may at any time adopt new strategies or deviate from the foregoing guidelines as market conditions dictate. We cannot provide any assurance that the Fund will not be exposed to risks of significant investment losses. Please refer to the section called "What are the Risks of Investing in the Fund" for more information.

Assets of the Fund

Over time, the assets of the Fund are expected to be, or could be, comprised of the following securities:

Cash and cash equivalents - The Fund may hold significant cash and cash equivalents when the Manager considers it desirable as a result of market conditions.

Cash borrowing - The Fund may borrow cash of up to a maximum of 50% of its NAV when aggregated with the value of all outstanding borrowing, and the Fund's aggregate exposure to cash borrowing, short selling and specified derivatives transactions will be limited to 300% of its NAV.

Debt securities - The Fund may invest in non-investment grade and investment grade corporate debt, convertible debt, and securities issued by government entities.

Derivatives - The Manager may, in its discretion, invest the Fund's assets in or use derivative instruments from time to time for hedging and non-hedging purposes.

When derivatives are used for hedging purposes, they are used as a means of substantially hedging currency exposure and risk in the securities and businesses in which the portfolio advisor has invested to protect against losses.

Where derivatives are used for non-hedging purposes, they are used either to substitute for direct investment or to generate income. The Manager may make use of clearing corporation options, futures contracts, options on futures, forward contracts, debt-like securities for hedging, and non-hedging purposes. Investing in and using derivative instruments are subject to certain risks.

Marketable securities - The Fund may also invest in marketable securities such as common shares, preferred shares, publicly-traded units of investment trusts, including, but not limited to, mutual fund trusts and REITs, that are consistent with the Fund's investment objectives and strategies. The Fund may also invest in closed end funds that trade on major North American stock exchanges.

Alternative Mutual Fund

As an "alternative mutual fund" pursuant to NI 81-102, the Fund is permitted to invest in asset classes and use investment strategies that are not permitted for other types of mutual funds. The Fund may borrow cash up to a maximum of 50% of its NAV and to sell securities short, whereby the aggregate market value of securities sold short will be limited to 50% of its NAV. The combined use of short-selling and cash borrowing by the Fund is subject to an overall limit of 50% of its NAV.

The Fund may use derivatives such as futures, forwards, options, and swaps for "hedging" purposes to reduce the Fund's exposure to changes in securities prices, interest rates, exchange rate or other risks. Derivatives may also be used for "non-hedging" purposes, which may include the following: (i) as substitute investments for stocks or a stock market; (ii) to gain exposure to other currencies; (iii) to seek to generate additional income; or (iv) for any other purpose that is consistent with the Fund's investment objective. Additionally, pursuant to NI 81-102, the Fund may deal with counterparties without a designated rating and the Fund may enter into over the counter derivative transactions with a wider variety of counterparties. The Fund will be permitted to exceed the 10% of NAV mark-to-market limit on specified derivatives exposure to a single counterparty, only if either: (i) the specified derivative is a clear specified derivative; or (ii) the counterparty has a designated rating (generally, a rating of "A" or higher for the counterparty's long-term debt).

The Fund may invest up to 20% of its NAV: (i) in the securities of a single issuer, (ii) a specified derivative transaction, or (iii) in a purchase of an index participation unit. This restriction does not apply to investments in debt securities issued or guaranteed by the Canadian or U.S. government; securities issued by a clearing corporation; securities issued by an investment fund if the purchase is made in accordance with the requirements of section 2.5 of NI 81-102; index participation units issued by an investment fund; or an equity security if the purchase is made by a fixed portfolio investment fund in accordance with its investment objectives.

Through the use of cash borrowing, short selling or specified derivatives, the Fund's aggregate leverage will not exceed 300% of the Fund's NAV. The Fund's aggregate exposure is calculated as the sum of the following and divided by the Fund's NAV: (i) the aggregate value of the Fund's outstanding indebtedness under any borrowing agreements; (ii) the aggregate market value of all securities sold short by the Fund; and (iii) the aggregate notional amount of the Fund's specified derivative positions minus the aggregate notional amount of the specified derivative positions that are hedging transactions.

The Fund may utilize borrowing by purchasing securities on margin to enhance the returns of its investment portfolio by enabling gross margin in excess of 100%, or to manage the risk of its investment portfolio by enabling short selling up to a limit of 50% of the Fund's net asset value. The Portfolio Manager believes this is an effective strategy to achieve its investment objective because it aims to leverage the potential return of the long portfolio while lowering the market exposure through the short portfolio.

The Fund may engage in securities lending, repurchase and reverse repurchase transactions with the aim of earning additional income for the Fund. On any securities lending, repurchase and reverse repurchase transaction, the Fund must, unless it has been granted relief:

- deal only with counterparties who meet generally accepted creditworthiness standards and who are unrelated to the Fund's portfolio manager, manager or trustee as defined in NI 81-102;
- hold collateral equal to a minimum 102% of the market value of the portfolio securities loaned (for securities lending transactions), sold (for repurchase transactions) or purchased (for reverse repurchase transactions);
- adjust the amount of the collateral on each business day to ensure the value of the collateral relative to the market value of the portfolio securities loaned, sold or purchased remains at or above the minimum 102% limit; and
- limit the aggregate value of all portfolio securities loaned or sold through securities lending and repurchase transactions to no more than 50% of the total assets of the Fund (without including the collateral for loaned securities and cash for sold securities).

These strategies will be used only in accordance with the Fund's investment objectives and strategies; however, in certain market conditions, these strategies may accelerate the pace at which your investment in the Fund decreases in value.

For more information on derivatives used by the Fund for hedging and non-hedging purposes as at the last day of the applicable financial reporting period, please refer to the Fund's most recent financial statements. Please also refer to the explanation of risks that accompany the use of derivatives under "Currency Risk" and "Derivatives Risk" in the "What are the specific investment risks of investing in the Fund?" section of this Prospectus.

INVESTMENT RESTRICTIONS AND PRACTICES

The Fund is subject to certain restrictions and requirements contained in securities legislation, including NI 81-102. These restrictions are designed, in part, to ensure that the investments of mutual funds are diversified and relatively liquid and to ensure the proper administration of mutual funds. We intend to manage the Fund in accordance with these restrictions and practices or to obtain relief from the securities regulatory authorities before implementing any variations.

NI 81-102 prescribes that unitholder approval must be obtained before any change can be made to the fundamental investment objectives of the Fund.

The Manager, on behalf of the Fund and other alternative funds managed by the Manager or an affiliate of the Manager, has applied for an exemption to permit the Fund to deposit portfolio assets as security with a borrowing agent that is not the Fund's custodian or sub-custodian in connection with a short sale of securities, if the aggregate market value of the portfolio assets held by the borrowing agent after such deposit, excluding the aggregate market value of the proceeds from outstanding short sales of securities held by the borrowing agent, does not exceed 25% of the net asset value of the Fund at the time of deposit.

DESCRIPTION OF SECURITIES OFFERED BY THE MUTUAL FUND

The beneficial interest in the Fund is divided into one or more series of one or more classes of units, as determined at the discretion of the Manager. A unit of a particular series represents an equal undivided interest in the net assets of the Fund attributable to that series.

A holder of any series or class of units is entitled to one vote for each unit held on matters for which separate approval of the series or class is sought at any meeting of the unitholders and one vote for each unit held on matters for which approval is sought from all unitholders, voting together as a group, at any meeting of the unitholders.

The Fund currently issues and offers only Class D, Class F and Class I units via this Simplified Prospectus. The Fund may issue and offer other classes or series of units in the future.

Class D units

Class D units are available to all investors through authorized dealers. The fees paid to the Manager by the Fund with respect to Class D units are described in the section called "Fees and Expenses". No sales commission is payable by us to a dealer for investments in Class D units. The Manager pays a servicing commission equal to 0.40% per annum to third-party registered dealers whose clients hold Class D units. See "Dealer Compensation" for information on the servicing commission the Manager will pay if you acquire Class D units through an authorized third-party dealer.

Class F (formerly, Class B) units

Class F units are available to all investors through authorized dealers. The fees paid to the Manager by the Fund with respect to Class F units are described in "Fees and Expenses". Your Dealer may charge you a sales commission based on the net asset value of the applicable class of units of the Fund you acquire when you buy Class F units. No trailing commissions are payable by us to a dealer for investments in Class F units. See "Dealer Compensation". Class B units of the Fund were renamed to Class F units effective as of July 29, 2024.

Class I units

Class I units are available to institutional investors or to other investors on a case-by-case basis, all at the discretion of the Manager. Class I units are generally only available for certain individual investors who make large investments in the Funds. The management fees and performance fees for Class I units are paid directly by Class I unitholders, not by the Fund. Such investors who purchase Class I units must enter into an agreement with us that identifies the management fee and performance fee negotiated with the investor and payable by the investor directly to us. No sales commissions or trailing commissions are payable by us to a dealer for investments in Class I securities.

Distribution Policy

The Fund will distribute to its unitholders sufficient income and capital gains (net of applicable losses) so that it will not have any liability for Canadian federal income tax under Part I of the Tax Act.

Subject to applicable securities legislation, quarterly distributions made by the Fund (net of any deductions or withholdings required by law) will be automatically reinvested in additional units of the Fund or fractional units of the Fund at the class net asset value per unit. The Manager reserves the right to change the foregoing policy. The Manager may make such designations, determinations and allocations for tax purposes of amounts or portions of amounts which the Fund has received, paid, declared payable or allocated to unitholder as distributions or redemption proceeds.

On or about the last Valuation Date of each calendar quarter, the Manager will determine the amount of distributions to be paid to unitholders, and the classification thereof, and will declare the distribution be payable to unitholders of record as of the close of the last day of each calendar quarter. The Manager may, at its discretion, change the frequency of distributions or declare additional distributions to be made by the Fund.

Distributions will be reinvested in additional units of the Fund unless you elect to have distributions to be paid in cash. Quarterly distributions will be paid on a business day no later than the 15th day of the following month of the quarter end.

Matters Requiring Unitholder Approval

Material changes to the investment policies, practices and restrictions of the Fund are subject to the approval of unitholders in accordance with the terms of the Trust Agreement. See “*Responsibility for Mutual Fund Administration*”. Meetings of unitholders may be convened by the Trustee from time to time as it may deem advisable and in accordance with the notice provisions set out in the Trust Agreement. Unless otherwise provided in the Trust Agreement or by securities legislation, every question submitted to a meeting of unitholders will be decided by the majority of votes cast. Meetings of unitholders will be convened to consider and approve:

- (a) a change in the basis of the calculation of a fee or expense that is charged to the Fund or directly to its unitholders by the Fund or the Manager in connection with the holding of securities of the Fund where such change could result in an increase in charges to the Fund or to its unitholders;
- (b) the introduction of a fee or expense, to be charged to the Fund or directly to its unitholders, by the Fund or the Manager in connection with the holding of securities of the Fund that could result in an increase in charges to the Fund or to its unitholders;
- (c) a change in the manager of the Fund, unless the new manager is an affiliate of the current Manager;
- (d) a change in the fundamental investment objectives of the Fund;
- (e) a decrease in the frequency of the calculation of the NAV per unit of the Fund;
- (f) in certain cases, a reorganization of the Fund with, or transfers its assets to, another issuer;
or

- (g) any other matter or thing stated in the Trust Agreement that is required to be consented to or approved by unitholders.

Unitholder approval will not be obtained in respect of a change of (a) or (b) listed above if the Fund is at arm's length to the person or company charging the fee or expense, and we provide the unitholders with at least 60 days' written notice of the effective date of the proposed change.

Although the approval of unitholders will not be obtained before changing the auditor of the Fund, we will not change the auditor unless:

- (a) the IRC (see "Independent Review Committee and Fund Governance") has approved the change in compliance with National Instrument 81-107 – *Independent Review Committee for Investment Funds* ("NI 81-107"); and
- (b) we have provided you with written notice at least 60 days prior to the change.

Permitted Mergers

The Fund may, without unitholders' approval, enter into a merger or other similar transaction that has the effect of combining the Fund or its assets (a "**Permitted Merger**") with any other investment fund or funds that have investment objectives that are similar to the Fund, subject to:

- (a) approval of the merger by the IRC in accordance with NI 81-107;
- (b) the Fund being reorganized with, or its assets being transferred to, another mutual fund to which NI 81-102 and NI 81-107 apply, and that is managed by the Manager, or an affiliate of the Manager;
- (c) compliance with certain other requirements of the pre-approval conditions set out in section 5.6 of NI 81-102; and
- (d) Unitholders have received at least 60 days' notice, which notice may be given by way of press release, before the effective date of the Permitted Merger.

In connection with a Permitted Merger, the merging funds will be valued at their respective net asset values for the purpose of such transaction.

Termination

The Manager, with the approval of the unitholders, may at any time terminate and dissolve the Fund by giving to the Trustee and each unitholder written notice of its intention to terminate at least 60 days before the date on which the Fund is to be terminated.

If the Manager at any time resigns, becomes insolvent or bankrupt or subject to the provisions of the *Winding-up and Restructuring Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada), goes into liquidation or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Fund will terminate unless within a period of 90 days of the happening of such event the Trustee appoints a new manager whose appointment must be approved by a majority of unitholders, if required by the Trust Agreement, and who may be an affiliate of the Manager or the Trustee. Pending such appointment, the Trustee may appoint an interim manager, who may be an affiliate of the Trustee, and upon

the appointment of the new manager, all the rights, interest, duties and obligations of the Manager under the Trust Agreement will vest in the new manager.

Amendments to the Trust Agreement

Subject to the requirement to obtain unitholder approval for certain amendments described below, any provision of the Trust Agreement may be amended by the Manager, with the approval of the Trustee, if (a) the amendment is, in the opinion of counsel, not a material change, and (b) the amendment does not adversely affect the pecuniary value of the interest of any unitholder, restrict any protection provided to the Trustee or increases the responsibilities of the Trustee under the Trust Agreement.

Amendments to the Trust Agreement for the following purposes require unitholder approval:

- (a) to change the amendment provisions of the Trust Agreement;
- (b) to make any change in the position, authority or responsibility of the Manager if such change is material;
- (c) subject to the terms of the Trust Agreement, to substitute any other person or company as manager in the place or stead of the Manager (other than an affiliate of the Manager) or any other person or company from time to time occupying that capacity, upon the resignation of the Manager;
- (d) to make any change in the investment policies, practices and restrictions of the Fund or to the Trust Agreement, if such change is material or is otherwise required by the Trust Agreement; and
- (e) to make any change to the fee payable to the Manager.

Unitholder approval may be given by the affirmative vote of not less than 50% of the units voted at a meeting of unitholders duly called in accordance with the Trust Agreement or by the written consent of unitholders holding 50% or more of the outstanding units of the Fund.

In addition to the required unitholder approval, if any such amendment restricts any protection provided to the Trustee or increases the responsibilities of the Trustee under the Trust Agreement, the consent of the Trustee is required.

Unitholders will be provided with not less than 60 days' prior written notice of any amendment to the Trust Agreement. Notwithstanding the foregoing, the Manager and the Trustee may agree that an amendment to the Trust Agreement will become effective prior to the expiry of the 60 day notice period, provided the amendment is not detrimental to the interest of any unitholder.

NAME, FORMATION AND HISTORY OF THE MUTUAL FUND

The Fund is an alternative mutual fund organized as an open-ended mutual fund trust formed under and governed by the laws of the Province of British Columbia and the terms of the Trust Agreement. The head office of the Fund and the Manager is located at 1201 – 333 Seymour Street, Vancouver, British Columbia V6B 5A6. Units of the Fund are available in the classes set out in this fund profile.

The chart below lists the name of the Fund, the date the Fund started and details regarding any name changes or major events affecting the Fund.

Name of Fund	Date Fund Started	Fund Name Changes	Major Events Affecting the Fund
Fulcra Credit Opportunities Fund	November 30, 2023 ⁽¹⁾	The name of the Fund was changed from “Fulcra Focused Yield Fund” to “Fulcra Credit Opportunities Fund” effective January 2016.	From July 1, 2009 to April 29, 2011, the business of the Fund was carried on as a limited partnership established under the laws of British Columbia known as the “Fulcra Credit Opportunities Fund Limited Partnership” (the “ Partnership ”). The Fund was formed on April 26, 2011 and the assets of the Partnership were transferred to the Fund. In exchange, the Partnership’s limited partners were issued units of the Fund. Prior to the filing of this Prospectus, the Fund was not a reporting issuer and securities of the Fund were offered on a private placement basis pursuant to available exemptions from the prospectus requirements under applicable Canadian securities laws. The Trust Agreement was amended and restated as of July 29, 2024 to, <i>inter alia</i> , change the name of the Class B units to Class F units.

- (1) The Units offered under this Prospectus first became available to the public on November 30, 2023. Prior to this date, the Fund offered Class D units (since March 1, 2012), Class F (formerly, Class B) units (since July 1, 2009), and Class I units (no units issued as of the date hereof) on a private placement basis. The Fund also has issued and outstanding Class A and Class units, which were offered to investors on a private placement basis prior to the date of this Prospectus. Class A and Class C units are closed to further investments.

WHAT ARE THE RISKS OF INVESTING IN THE FUND?

Please see “What are the specific investment risks of investing in the Fund?” section of this Prospectus for a full discussion of the risks associated with investing in the Fund.

The Fund is an alternative mutual fund and uses investment strategies that are not permitted for other types of mutual funds, specifically short selling up to 50% of its NAV or borrowing cash up to 50% of its NAV. Although this investment strategy is designed to hedge or reduce the Fund’s risk, it may increase risk to the Fund in certain circumstances, as described in “What are the specific investment risks of investing in the Fund?”.

The methodology used to determine the investment risk level of the Fund for purposes of disclosure in this Prospectus is the historical volatility risk as measured by the standard deviation of fund performance, which is the standard methodology outlined in Appendix F *Investment Risk Classification Methodology* to NI 81-102.

The investment risk level for a fund with at least 10 years of performance history will be based on such fund’s historical volatility, as measured by its 10-year standard deviation of performance. The investment risk level for a fund with less than 10 years of performance history will be based on the historical volatility of a reference index that reasonably approximates such fund’s historical performance, as measured by the reference index’s 10-year standard deviation of performance.

However, the Manager recognizes that other types of risk, both measurable and non-measurable, may exist and we remind you that the historical performance of a fund (or a reference index used as its proxy) may not be indicative of future returns and that the historical volatility of a fund (or a reference index used as its proxy) may not be indicative of its future volatility.

INVESTMENT RISK CLASSIFICATION METHODOLOGY

The Manager has rated the Fund's risk as **Low to Medium** risk.

The risk rating categories of this methodology are:

- *Low (standard deviation range of 0 to less than 6)* - for a fund with a level of risk that is typically associated with investments in Canadian fixed-income funds and in money market funds;
- *Low to Medium (standard deviation range of 6 to less than 11)* - for a fund with a level of risk that is typically associated with investments in balanced funds and global and/or corporate fixed income funds;
- *Medium (standard deviation range of 11 to less than 16)* - for a fund with a level of risk that is typically associated with investments in equity portfolios that are diversified among a number of large-capitalization Canadian and/ or international equity securities;
- *Medium to High (standard deviation range of 16 to less than 20)* - for a fund with a level of risk that is typically associated with investments in equity funds that may concentrate their investments in specific regions or in specific sectors of the economy; and
- *High (standard deviation range of 20 or greater)* - for a fund with a level of risk that is typically associated with investment in equity portfolios that may concentrate their investments in specific regions or in specific sectors of the economy where there is a substantial risk of loss (e.g., emerging markets, precious metals).

The risk rating of the Fund is reviewed annually and at any time that the risk rating is no longer reasonable in the circumstances.

There may be times when we believe this methodology produces a result that does not reflect the Fund's risk based on other qualitative factors. As a result, we may place the Fund in a higher risk rating category, but the Fund can never be placed in a lower risk rating category. You should know that other types of risks, both measurable and non-measurable, exist. Also, just as historical performance may not be indicative of future returns, historical volatility may not be indicative of future volatility.

A more detailed explanation of the risk classification methodology used to identify the risk ratings of the Fund is available on request, at no cost, by contacting us at **604-683-8362** (collect calls are accepted), or from your dealer or by email at info@fulcraam.com or by writing to us at Fulcra Asset Management Inc. at 1201 – 333 Seymour Street, Vancouver, British Columbia V6B 5A6.

Additional information about the Fund is available in the Fund's Fund Facts documents, management reports of fund performance and financial statements. These documents are incorporated by reference in this Prospectus, which means that they legally form part of this document just as if they were printed in it.

You can get a copy of these documents at your request, and at no cost, by calling us at **604-683-8362** (collect calls are accepted), or from your dealer or by email at info@fulcraam.com.

These documents and other information about the Fund, such as information circulars and material contracts, are also available on the Fund's designated website at www.fulcraam.com or at www.sedarplus.ca.

FULCRA CREDIT OPPORTUNITIES FUND

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