

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

This short form base shelf prospectus has been filed under legislation in all provinces of Canada that permits certain information about these securities to be determined after this prospectus has become final and that permits the omission from this prospectus of that information. The legislation requires the delivery to purchasers of a prospectus supplement containing the omitted information within a specified period of time after agreeing to purchase any of these securities, except that delivery is not required where an exemption from the delivery requirements in the legislation is available.

Information has been incorporated by reference in this short form base shelf prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Secretary of TDb Split Corp. at its head and registered office located at 200 Front Street West, Suite 2510, Toronto, Ontario M5V 3K2 telephone: (416) 304-4443, and are also available electronically at www.sedar.com.

NEW ISSUE

SHORT FORM BASE SHELF PROSPECTUS

December 1, 2021



TDb SPLIT CORP.

\$150,000,000

Priority Equity Shares

Class A Shares

TDb Split Corp. (the “**Company**”) may from time to time offer and issue Priority Equity Shares (the “**Priority Equity Shares**”) and Class A Shares (the “**Class A Shares**”, and together with the Priority Equity Shares, the “**Shares**”) in an aggregate offering amount of up to \$150,000,000, at any time during the 25 month period that this short form base shelf prospectus (the “**Prospectus**”), including any amendments hereto, remains valid, including by way of transactions that are deemed to be “at-the-market distributions” as defined in National Instrument 44-102 – *Shelf Distributions*. Priority Equity Shares and Class A Shares are issued only on a basis that an equal number of Priority Equity Shares and Class A Shares (together, a “**Unit**”) will be outstanding at all material times.

The Company is a mutual fund corporation incorporated under the laws of the Province of Ontario that invests primarily in a portfolio of dividend-yielding common shares (the “**Portfolio**”) of The Toronto-Dominion Bank (the “**Bank**”).

The Priority Equity Shares and the Class A Shares are listed and posted for trading on the Toronto Stock Exchange (the “**TSX**”) under the symbols “XTD.PR.A” and “XTD”, respectively. On November 30, 2021, the closing price on the TSX of the Priority Equity Shares was \$10.50 and of the Class A Shares was \$5.01. As at November 15, 2021 (the last date prior to the date hereof on which the net asset value of the Company (“**Net Asset Value**”) was calculated), the Net Asset Value per Unit was \$15.12.

The specific terms of the Shares in respect of which this Prospectus is being delivered will be set forth in a shelf prospectus supplement (the “**Prospectus Supplement**”), including the number of Shares being offered, the offering price, and any other specific terms, provided that such offered Shares will not have any features or attributes that vary materially from the features or attributes of the Shares as described herein. All shelf information omitted from this Prospectus under applicable laws will be contained in one or more Prospectus Supplements that will be delivered to purchasers together with this Prospectus, except where an exemption from the delivery requirements under applicable law is available. Each Prospectus

Supplement will be incorporated by reference into this Prospectus for the purposes of securities legislation as of the date of the Prospectus Supplement and only for the purposes of the distribution of the Shares to which the Prospectus Supplement pertains.

The Shares may be sold through underwriters or dealers, by the Company directly pursuant to applicable statutory exemptions or through agents designated by the Company from time to time. See “*Plan of Distribution*”. Each Prospectus Supplement will identify each underwriter, dealer or agent engaged in connection with the offering and sale of those Shares, and will also set forth the terms of the offering of such Shares including the net proceeds to the Company and, to the extent applicable, any fees payable to the underwriters, dealers or agents. The offerings are subject to approval of certain legal matters on behalf of the Company.

An investment in the Priority Equity Shares or the Class A Shares involves a degree of risk. It is important for prospective purchasers to consider the risk factors under “*Additional Information - Risk Factors*” in the Current AIF (as defined herein).

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FORWARD-LOOKING STATEMENTS

Certain statements in this Prospectus 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 Company (as defined herein) or Quadravest (as defined herein). Forward-looking statements are not historical facts but reflect the current expectations of the Company and Quadravest regarding future results or events. Such forward-looking statements reflect the Company’s and Quadravest’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 in the Current AIF (as defined herein) under “*Additional Information – Risk Factors*”. Although the forward-looking statements contained in this Prospectus are based upon assumptions that the Company and Quadravest believe to be reasonable, neither the Company nor Quadravest can assure investors that actual results will be consistent with these forward-looking statements. The forward-looking statements contained herein were prepared for the purpose of providing investors with information about the Company and may not be appropriate for other purposes. Neither the Company nor Quadravest assumes any obligation to update or revise them to reflect new events or circumstances, except as required by law.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference into this Prospectus from documents filed with the securities commissions or similar authorities in Canada. Copies of documents incorporated herein by reference may be obtained upon request without charge from Quadravest Capital Management Inc., the manager of the Company, at 200 Front Street West, Suite 2510, Toronto, Ontario, M5V 3K2, and are also available electronically at www.sedar.com. You may call Quadravest Capital Management Inc. to request such documents at (416) 304-4443. For the purpose of the Province of Québec, this Prospectus contains information to be completed by consulting the permanent information record. A copy of the permanent information record may be obtained from the manager at the above-mentioned address and telephone number. Copies of documents incorporated by reference may also be obtained by accessing www.sedar.com.

The following documents, filed with the securities commission or similar authority in each of the provinces of Canada, are specifically incorporated by reference into, and form an integral part of, this Prospectus:

- (a) the Company's annual information form dated February 23, 2021 for the year ended November 30, 2020 (the "**Current AIF**");
- (b) the Company's audited annual financial statements, together with the accompanying report of the auditor, for the financial year ended November 30, 2020;
- (c) the Company's annual management report of fund performance in respect of its financial year ended November 30, 2020;
- (d) the Company's unaudited interim financial statements for the six month period ended May 31, 2021, except for the notice of no auditor review of the interim financial statements in the Management's Responsibility for Financial Reporting section of the 2021 interim financial statements that is not incorporated by reference in this Prospectus; and
- (e) the Company's interim management report of fund performance in respect of the six months ended May 31, 2021.

All documents of the type referred to above, as well as any other documents of the type described in Item 11.1 of Form 44-101F1 to National Instrument 44-101 – *Short Form Prospectus Distributions*, filed by the Company with the securities regulatory authorities after the date of this Prospectus and during the term of this Prospectus shall be deemed to be incorporated by reference into and form an integral part of this Prospectus.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded, for purposes of this Prospectus, to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of such modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Upon a new annual information form, semi-annual or annual financial statements and management report of fund performance being filed with and, where required, accepted by the applicable securities regulatory authorities during the currency of this Prospectus, the previous annual information form, semi-annual or annual financial statements and management report of fund performance and all material change reports filed prior to the commencement of the then current financial year will be deemed no longer to be incorporated into this Prospectus for purposes of future offers and sales of Shares.

A Prospectus Supplement containing the specific terms of an offering of Shares will be delivered to purchasers of such Shares together with this Prospectus and will be deemed to be incorporated into this Prospectus as of the date of such Prospectus Supplement but only for purposes of the offering of Shares covered by that Prospectus Supplement.

THE COMPANY

TDb Split Corp. (the “**Company**”) is a mutual fund corporation incorporated under the laws of Ontario by articles of incorporation (the “**Articles**”) dated May 24, 2007, as amended July 26, 2007 and May 20, 2014. Quadravest Capital Management Inc. (“**Quadravest**”) is the manager and investment manager of the Company. The principal office address of the Company is 200 Front Street West, Suite 2510, Toronto, Ontario M5V 3K2.

Although the Company is considered to be a mutual fund under applicable securities legislation, it has been exempted from certain requirements of National Instrument 81-102 *Investment Funds* (“**NI 81-102**”) and National Instrument 81-106 *Investment Fund Continuous Disclosure*, each a policy statement or rule of the Canadian securities regulatory authorities governing public investment funds.

Investment Objectives and Strategy

The Company’s investment objective with respect to the Priority Equity Shares is (a) to provide holders of Priority Equity Shares with cumulative preferential monthly cash dividends, the amount of which is fixed by the Board of Directors in respect of each five-year term of the Company; and (b) on the date the Company terminates (the “**Termination Date**”), to pay the holders of the Priority Equity Shares an amount per Priority Equity Share equal to the “**Priority Equity Share Repayment Amount**” of \$10.00.

The Company’s investment objective with respect to the Class A Shares is (a) to provide holders of Class A Shares with regular monthly cash distributions, in an amount to be determined by the board of directors of the Company; and (b) to permit such holders to participate in all growth in the Net Asset Value above \$10.00 per Unit, by paying such holders, on or about the Termination Date, such amounts as remain in the Company on the Termination Date after paying the Priority Equity Share Repayment Amount to the holders of the Priority Equity Shares.

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

In addition to the restrictions and limitations on the Company’s investing activities discussed under “*Investment Restrictions*” in the Current AIF, the Company will not invest in or hold (i) a share of, an interest in, or a debt of a non-resident entity, an interest in or a right or option to acquire such a share, interest or debt or an interest in a partnership which holds such a share, option or right, interest or debt that would cause the Company (or partnership) to include amounts in income under section 94.1 of the Tax Act, (ii) securities of a non-resident trust other than an “exempt foreign trust” as defined in subsection 94(1) of the Tax Act, or (iii) an interest in a trust that would require the Company to report income in connection with such interest pursuant to the rules in section 94.2 of the Tax Act.

Priority Equity Portfolio Protection Plan

The Company has adopted a strategy (the “**Priority Equity Portfolio Protection Plan**”) intended to provide that the Priority Equity Share Repayment Amount will be paid in full to holders of the Priority Equity Shares on the Termination Date.

The Priority Equity Portfolio Protection Plan provides that if the Net Asset Value of the Company declines below the Required Amount (as defined herein), Quadravest will liquidate a portion of the common shares of the Bank held by the Company and use the net proceeds to acquire qualifying debt securities (the “**Permitted Repayment Securities**”) in order to cover the Priority Equity Share Repayment Amount in the event of further declines in the Net Asset Value. To qualify as Permitted Repayment Securities, debt securities must be issued or guaranteed by the government of Canada or a province or the government of the United States, or be short term commercial paper with a rating of at least R-1 (mid) by DBRS Limited or the equivalent rating from another rating organization. The Company would also be permitted to use forward agreements in connection with the implementation of the Priority Equity Portfolio Protection Plan, but does not currently intend to do so.

Under the Priority Equity Portfolio Protection Plan, the amount of the Company’s net assets, if any, required to be allocated to Permitted Repayment Securities (the “**Required Amount**”) will be determined such that (i) the Net Asset Value, less the value of the Permitted Repayment Securities held by the Company, is at least 125% of (ii) the Priority Equity Share Repayment Amount, less the amount anticipated to be received by the Company in respect of its Permitted Repayment Securities on the Termination Date.

The Company may unwind the Priority Equity Portfolio Protection Plan by selling Permitted Repayment Securities and using the net proceeds from such sale to purchase additional common shares of the Bank if, and then only to the extent, the value of the Permitted Repayment Securities exceeds the Required Amount. The Company may also implement the Priority Equity Portfolio Protection Plan at an earlier stage than the Priority Equity Portfolio Protection Plan calls for.

The Company implemented the Priority Equity Portfolio Protection Plan in November 2008 and unwound it on July 15, 2010. It was again implemented in November 2011. During the financial years ended November 30, 2012 and 2013, the Portfolio was rebalanced as necessary to meet the requirement of the Priority Equity Portfolio Protection Plan. During the financial years of the Company ended November 30, 2014 through November 30, 2019, the Priority Equity Portfolio Protection Plan was not required to be implemented. It was again implemented in March 2020 and was last unwound on February 12, 2021. As at November 15, 2021 (the last Valuation Date (as defined herein) for the Company prior to the date of this Prospectus), the Net Asset Value per Unit was \$15.12.

Termination Date

The Company was initially scheduled to terminate on December 1, 2014 (the date on which the Company is to terminate, the “**Termination Date**”). On May 14, 2014, the holders of the Priority Equity Shares and Class A Shares (“**Shareholders**”) voted at a special meeting to extend the term of the Company initially to December 1, 2019, and thereafter the Board of Directors may extend the Termination Date for further terms of five years each. On February 21, 2019, the Company announced that the Board of Directors had further extended the Termination Date of the Company from December 1, 2019 to December 1, 2024. In conjunction with this extension, Shareholders were given a special retraction right which allowed Shareholders to tender one or both classes of Shares and receive a retraction price based on the November 29, 2019 Net Asset Value per Unit.

Further extensions for additional terms of five years after December 1, 2024 may be made in the discretion of the Board of Directors. In connection with each such extension, Shareholders will be provided with a Recurring Special Retraction Right (as defined herein).

Fees and Expenses

The following table sets out the fees and expenses payable by the Company. The fees and expenses payable by the Company will reduce the value of an investment in the Company.

Type of Fee

Amount and Description

Administration Fee and Service Fee:

Pursuant to a management agreement between the Company and Quadravest Inc. dated July 27, 2007 and assigned to Quadravest effective June 1, 2010 (the “**Management Agreement**”), Quadravest is entitled to an administration fee (the “**Administration Fee**”) payable monthly in arrears at an annual rate equal to 0.1% of the Net Asset Value calculated as at the last date the Net Asset Value is calculated in each month (a “**Valuation Date**”), plus an amount equal to the service fee (the “**Service Fee**”) described below. The Company will also pay any goods and services taxes or harmonized sales taxes applicable to the Administration Fee. The Administration Fee is used by Quadravest to provide or arrange for the provision of all administrative services required by the Company, which includes all operational services, financial accounting, shareholder reporting and regulatory reporting.

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

In respect of Priority Equity Shares and Class A Shares retracted on a monthly Retraction Date (as defined herein) other than the Retraction Date in December in each year, Shareholders receive a retraction price equal to 98% of the Net Asset Value per Unit determined as of the applicable Retraction Date, less the cost to the Company of the purchase of a Priority Equity Share or Class A Share, as the case may be, in the market for cancellation and less any other applicable costs. Quadravest is paid the 2% discount to the Net Asset Value per Unit for each Unit retracted on such monthly Retraction Date.

Management Fee:

Pursuant to an investment management agreement between the Company and Quadravest dated July 27, 2007, as amended May 15, 2014 (the “**Investment Management Agreement**”), Quadravest is entitled to a management fee (the “**Management Fee**”) at an annual rate equal to 0.55% of the Net Asset Value calculated as at the last Valuation Date in each month. The Management Fee is paid to Quadravest to provide investment analysis for the Company, make investment decisions, and make brokerage arrangements for the purchase and sale of securities including in respect of the Company’s covered call writing program.

The Company will also pay any goods and services taxes or harmonized sales taxes applicable to the Management Fee.

Operating Expenses of the Company:

In addition to the Administration Fee, Service Fee and Management Fee referred to above, the Company will pay for all other expenses incurred in connection with the operation and administration of the Company, estimated

to be approximately \$200,000 per annum. These expenses are expected to include, without limitation, mailing and printing expenses for periodic reports to Shareholders; fees payable to the Company's custodian for acting as custodian of the assets of the Company and performing certain administrative services under the Custodian Agreement (as defined herein); fees payable to the Company, as registrar and transfer agent with respect to the Priority Equity Shares and Class A Shares; fees payable to the independent directors of the Company and the Company's independent review committee; fees payable to the auditor and legal advisors of the Company; regulatory filing and stock exchange fees (including any such fees payable by Quadravest in respect of the services it provides to the Company); and expenditures incurred upon the dissolution of the Company. Such expenses will also include expenses of any action, suit or other proceedings in which or in relation to which Quadravest is entitled to indemnity by the Company. The Company will also be responsible for all commissions and other costs of Portfolio transactions.

USE OF PROCEEDS

Unless otherwise specified in the Prospectus Supplement, the Company intends to use the net proceeds of the sale of Shares for investment purposes as described under "*The Company – Investment Objectives and Strategy*" above.

DESCRIPTION OF THE SHARES OF THE COMPANY

Certain Provisions of the Priority Equity Shares

Dividends

The Company will pay, as and when declared by the Board of Directors, a fixed cumulative preferential monthly dividend of \$0.04375 per Priority Equity Share to holders of Priority Equity Shares on the last day of each month (each a "**Dividend Record Date**"). From and after December 1, 2019, and in respect of each five year extension, if any, thereafter, the Company shall determine the rate of cumulative preferential monthly dividends to be paid on the Priority Equity Shares for the ensuing five year period. Such determination shall be made no later than September 30 (or the first business day thereafter, if September 30 is not a business day) of the year in which the otherwise scheduled Termination Date is extended (the "**Extension Year**"), failing which the then-applicable dividend rate shall continue to apply. The dividend rate will be announced by press release (which press release will also set out a Shareholder's entitlement to the Recurring Special Retraction Right in connection with the extension of the term of the Company).

Based on market conditions and the composition of the Portfolio, it is anticipated that such dividends will consist solely of Ordinary Dividends (as defined herein). Dividends that are declared by the Board of Directors will be payable to holders of Priority Equity Shares of record at 5:00 p.m. (local time in Toronto, Ontario) on the applicable Dividend Record Date, with payment being made within 15 days thereafter.

Regular monthly dividends were paid to holders of the Priority Equity Shares each month during the Company's current financial year. See "*Dividend History*".

Retraction Privileges

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

Except as noted below, holders of Priority Equity Shares whose shares are surrendered for retraction will be entitled to receive a price per Priority Equity Share (the “**Priority Equity Share Retraction Price**”) equal to the lesser of (i) \$10.00; and (ii) 98% of the Net Asset Value per Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Class A Share in the market for cancellation. For this purpose, the cost of the purchase of a Class A Share will include the purchase price of the Class A Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of the Bank or Permitted Repayment Securities to fund the purchase of the Class A Share (to a maximum of 1% of the Net Asset Value per Unit). Any accrued or declared and unpaid dividends payable on or before a Retraction Date in respect of Priority Equity Shares tendered for retraction on such Retraction Date will be paid on or before the Retraction Payment Date. The 2% discount to Net Asset Value so applied to retractions of Priority Equity Shares is payable to Quadravest. See “*The Company – Fees and Expenses*”.

Shareholders also have an annual retraction right under which they may concurrently retract an equal number of Priority Equity Shares and Class A Shares on the Retraction Date in December in each year (the “**December Retraction Date**”). The price paid by the Company for such a concurrent retraction will be equal to the Net Asset Value per Unit calculated as of such date.

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

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

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

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

Priority and Rating

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

Certain Provisions of the Class A Shares

Dividends and other Distributions

The policy of the Board of Directors is to endeavour to declare and pay regular monthly dividends targeted to be \$0.05 per Class A Share to yield 6.0% per annum on the original issue price. It is also the policy of the Board of Directors to pay dividends to the holders of Class A Shares in a year in an amount equal to all net realized capital gains, dividends and option premiums (other than option premiums in respect of options outstanding at year end) earned by the Company in such year (net of expenses, taxes and loss carry-forwards) that are in excess of the dividends paid on the Priority Equity Shares. Accordingly, if any amounts remain available for the payment of dividends after payment of the dividends on the Priority Equity Shares and the regular monthly dividends on the Class A Shares, a special year-end dividend of such amount will be payable to holders of the Class A Shares of record on the last day of November in each year. Distributions paid on the Class A Shares may consist of Ordinary Dividends (as defined herein), capital gains dividends and non-taxable returns of capital.

No regular monthly dividends or other monthly distributions will be paid on the Class A Shares in any month as long as any dividends on the Priority Equity Shares are then in arrears or so long as the Net Asset Value per Unit is equal to or less than \$12.50.

Additionally, it is currently intended that no special year-end dividends will be paid if after payment of such a dividend the Net Asset Value per Unit would be less than \$20.00, unless the purpose of paying such a special dividend would be to reduce or eliminate the amount of net tax payable by the Company under the Tax Act for that year. Any dividends so declared would be payable in additional Class A Shares, and not in cash, and following the payment the Articles would be further amended to effect a share consolidation, so that after such payment, Shareholders would hold the same number of Class A Shares as were held immediately prior to such payment. This share consolidation would also restore the Net Asset Value per Unit to the same amount as immediately before the year end distribution.

The amount of dividends or other distributions in any particular month will be determined by the Board of Directors on the advice of QuadraVest, having regard to the investment objectives of the Company, the net income and net realized capital gains of the Company during the month and in the year to date, the net

income and net realized capital gains of the Company anticipated in the balance of the year, the Net Asset Value per Unit and dividends or distributions paid in previous monthly periods.

Dividends or other distributions declared by the Board of Directors on the Class A Shares will be payable to holders of Class A Shares of record at 5:00 p.m. (local time in Toronto, Ontario) on the applicable Dividend Record Date with payment being made within 15 days thereafter.

Monthly dividends were paid to the holders of Class A Shares in December, January and February during the Company's last financial year ended November 30, 2020. No monthly distributions were paid in the months of March through November as the net asset value per Unit was equal to or less than \$12.50 on the applicable dates of approval. Monthly dividends were paid to the holders of Class A Shares in each month other than December in the Company's current financial year.

Retraction Privileges

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

Except as noted below, holders of Class A Shares whose shares are surrendered for retraction will be entitled to receive a retraction price per Class A Share ("**Class A Share Retraction Price**") equal to 98% of the Net Asset Value per Unit determined as of the Retraction Date less the cost to the Company of the purchase of a Priority Equity Share in the market for cancellation. For this purpose, the cost of the purchase of a Priority Equity Share will include the purchase price of the Priority Equity Share and commissions and costs, if any, related to the liquidation of any portion of the common shares of the Bank or Permitted Repayment Securities to fund the purchase of the Priority Equity Share (to a maximum of 1% of the Net Asset Value per Unit). Any declared and unpaid dividends payable on or before a Retraction Date in respect of Class A Shares tendered for retraction on such Retraction Date will be paid on or before the Retraction Payment Date. The 2% discount to Net Asset Value so applied to retractions of Class A Shares is payable to Quadravest. See "*The Company – Fees and Expenses*".

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

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

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

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

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

Priority

The Class A Shares rank subordinate to the Priority Equity Shares with respect to the payment of dividends and subordinate to the Priority Equity Shares and the Class B Shares with respect to the repayment of capital on the dissolution, liquidation or winding-up of the Company. See "*Description of the Shares of the Company – Term and Termination of the Company – Payments on Termination*".

Term and Termination of the Company

Payments on Termination

All Priority Equity Shares and Class A Shares outstanding on the Termination Date will be redeemed by the Company on such date. Immediately prior to the Termination Date, the Company will, to the extent possible, convert the Portfolio to cash and will pay or make adequate provision for all of the Company's liabilities. Except in the case of an early termination following a Liquidation Event (as defined herein), the Company will, after receipt of the net cash proceeds of the liquidation of the Portfolio, as soon as practicable after the Termination Date:

- (a) distribute to the holders of the Priority Equity Shares an amount in respect of each Priority Equity Share to be redeemed equal to (i) the sum of (A) the lesser of (x) \$10.00 and (y) the Net Asset Value on the Termination Date, divided by the number of Priority Equity Shares then outstanding, plus (B) an amount equal to the accrued and unpaid dividends on each Priority Equity Share to but excluding the Termination Date (the "**Priority Equity Share Termination Redemption Price**"), plus (ii) all declared and unpaid dividends on the Priority Equity Shares to but excluding the Termination Date;
- (b) return the initial investment amount of \$1,000 (\$1.00 per Class B Share) to the Voting Trust upon the redemption of the Class B Shares on the Termination Date;
- (c) thereafter distribute to holders of the Class A Shares the remaining assets of the Company, if any, as soon as practicable after the Termination Date.

Early Termination Following a Liquidation Event

Subject to any applicable law, the Priority Equity Shares and the Class A Shares may in the discretion of QuadraVest be redeemed by the Company on a Liquidation Date following a Liquidation Event. For these purposes, a “**Liquidation Event**” means the receipt by the Company of a notice from the TSX that the Priority Equity Shares or the Class A Shares are to be delisted by the TSX, or if the Net Asset Value shall on any date on which such Net Asset Value is calculated is less than \$5,000,000.

In the event a Liquidation Event occurs, the Company will (in addition to any obligation the Company may have under applicable law to issue an immediate press release and file a material change report in respect of such Liquidation Event), not less than 15 business days thereafter, issue an announcement (the “**Liquidation Announcement**”) referencing such occurrence and stating whether the Company will exercise its discretion to elect early termination of the Company as a result of such Liquidation Event. The Company will (i) specify in the Liquidation Announcement the Liquidation Date, which shall not be less than 60 days nor more than 90 days following the date the Liquidation Announcement is made, (ii) provide notice to each person who is a registered holder of Priority Equity Shares or Class A Shares to be redeemed of the intention of the Company to redeem such Priority Equity Shares and Class A Shares on such Liquidation Date, and (iii) set out the manner and place or places within Canada at which such Priority Equity Shares and Class A Shares will be redeemed.

In the event the Company elects to redeem all issued and outstanding Priority Equity Shares and Class A Shares on a Liquidation Date, the Company shall pay:

- (a) an amount in respect of each Priority Equity Share to be redeemed equal to the sum of (A) the sum of (x) the Net Asset Value per Unit on the Liquidation Date multiplied by a fraction, the numerator of which is the volume weighted average trading price (“**VWAP**”) of the Priority Equity Shares calculated over the 20 trading days ending immediately prior to the Liquidation Announcement and the denominator of which is the aggregate VWAP of the Priority Equity Shares and the Class A Shares calculated over the 20 trading days ending immediately prior to the Liquidation Announcement plus (y) an amount equal to the accrued and unpaid dividends on each Priority Equity Share to but excluding the Liquidation Date, plus (B) all declared and unpaid dividends on a Priority Equity Share to be redeemed to but excluding the Liquidation Date; and
- (b) an amount in respect of each Class A Share to be redeemed equal to the sum of (A) the Net Asset Value per Unit on the Liquidation Date multiplied by a fraction, the numerator of which is the VWAP of the Class A Shares calculated over the 20 trading days ending immediately prior to the Liquidation Announcement and the denominator of which is the aggregate VWAP of the Class A Shares and the Priority Equity Shares calculated over the 20 trading days ending immediately prior to the Liquidation Announcement, plus (B) all declared and unpaid dividends on a Class A Share to be redeemed to but excluding the Liquidation Date.

Extensions of the Termination Date

The Termination Date of the Company may be extended after December 1, 2024 for a further period of five years and thereafter for additional successive periods of five years each as determined by the Board of Directors. In the event the Board of Directors elects to so extend the Termination Date, holders of Priority Equity Shares and Class A Shares shall have the right to retract such shares by exercising the Recurring Special Retraction Right. Not less than 60 days prior to a scheduled Termination Date, the Company shall provide notice to each person who is a registered holder of Priority Equity Shares or Class A Shares either

of (i) the determination of the Board of Directors to extend the Termination Date for a further five year period, the rights of the holders of such shares to the Recurring Special Retraction Right, and the rate at which cumulative preferential cash dividends shall be paid on the Priority Equity Shares for the ensuing five year period; or (ii) the determination of the Board of Directors not to extend the Termination Date for a further five year period, in which event such notice shall set out the Termination Date, and the manner and place or places within Canada on which the Priority Equity Shares and Class A Shares will be redeemed on that Termination Date. The Company shall also issue a press release providing the same information on the date such notice is given to the registered holder or holders of Priority Equity Shares and Class A Shares.

Recurring Special Retraction Right

In the event that the Termination Date is extended in any Extension Year, each holder of Priority Equity Shares or Class A Shares shall have the right to retract such Priority Equity Shares or Class A Shares effective December 1 of such Extension Year (the “**Recurring Special Retraction Right**”). The price payable per Priority Equity Share so retracted shall be equal to (i) the sum of (A) the lesser of (x) \$10.00 and (y) the Net Asset Value calculated on November 30 of such Extension Year, divided by the number of Priority Equity Shares then outstanding, plus (B) an amount equal to the accrued and unpaid dividends on each Priority Equity Share to but excluding November 30 of such Extension Year, plus (ii) all declared and unpaid dividends thereon to but excluding November 30 of such Extension Year. The price payable per Class A Share so retracted shall be equal to the greater of (i) the Net Asset Value per Unit calculated on November 30 of such Extension Year less \$10.00, and (ii) zero. Holders of Priority Equity Shares or Class A Shares wishing to take advantage of the Recurring Special Retraction Right must surrender their Priority Equity Shares or Class A Shares for retraction no later than the close of business on November 1 of such Extension Year (or, if November 1 of such year is not a business day, on the immediately preceding business day). Payment of the retraction price per Priority Equity Share or Class A Share owing in respect of the exercise of the Recurring Special Retraction Right will be made on or before December 15 of such Extension Year (or, if December 15 of such year is not a business day, on the immediately succeeding business day).

Special Redemption Right

Following any exercise of the Recurring Special Retraction Right, the Company shall have the right to redeem, on a pro rata basis, as at November 30 of the year in which the Recurring Special Retraction Right is exercised, such number of Priority Equity Shares (if more Class A Shares than Priority Equity Shares are tendered for redemption upon any exercise of the Recurring Special Retraction Right) or such number of Class A Shares (if more Priority Equity Shares than Class A Shares are tendered for redemption upon any exercise of the Recurring Special Retraction Right) as is required to achieve an equality in the number of outstanding Priority Equity Shares and Class A Shares (the “**Special Redemption Right**”) at a price per Priority Equity Share equal to (i) the sum of (A) the lesser of (x) \$10.00 and (y) the Net Asset Value calculated on November 30 of the year in which the Recurring Special Retraction Right is exercised, divided by the number of Priority Equity Shares then outstanding, plus (B) an amount equal to the accrued and unpaid dividends on each Priority Equity Share to but excluding November 30 of such year, plus (ii) all declared and unpaid dividends thereon to but excluding November 30 of such year; and at a price per Class A Share equal to the greater of (i) the Net Asset Value per Unit calculated on November 30 of the year in which the Recurring Special Retraction Right is exercised less \$10.00, and (ii) zero (the “**Applicable Special Redemption Price**”). In connection with any exercise of this Special Redemption Right, the Company shall, at least seven days prior to November 30 of the year in which the Recurring Special Retraction Right is exercised, provide notice to each person who is a registered holder of Priority Equity Shares (in the case of a redemption of Priority Equity Shares) or a registered holder of Class A Shares (in the case of a redemption of Class A Shares) to be redeemed of the intention of the Company to redeem such

Priority Equity Shares or Class A Shares, as the case may be, and of the manner and place or places within Canada at which such Priority Equity Shares or Class A Shares will be redeemed.

No later than December 15 of the year in which the Special Redemption Right is exercised, the Company shall pay or cause to be paid to or to the order of the registered holders of the Priority Equity Shares or Class A Shares to be redeemed, as the case may be, an amount per Priority Equity Share or Class A Share equal to the Applicable Special Redemption Price. Payment of the Applicable Special Redemption Price shall be made by cheque(s) of the Company drawn on a Canadian chartered bank or a trust company incorporated under or governed by the laws of Canada or of a Province of Canada and payable to the holders thereof in lawful money of Canada at par at any branch in Canada of such bank or trust company or in any other manner acceptable to the Company and a registered holder of Priority Equity Shares or Class A Shares, as the case may be. The mailing of such a cheque to a registered holder of Priority Equity Shares or Class A Shares from the Company's registered office or the principal office in Toronto of the registrar for the Priority Equity Shares or Class A Shares shall be deemed to be payment in accordance with these requirements and shall satisfy and discharge all liability in respect of such Applicable Special Redemption Price to the extent of the amount represented by such cheque, unless such cheque is not paid on due presentation. From and after November 30 of such year, the holders of the Priority Equity Shares or Class A Shares called for redemption shall cease to be entitled to dividends or to exercise any rights as Shareholders of the Company in respect of such Shares except the right to receive the Applicable Special Redemption Price; provided that if payment of such Applicable Special Redemption Price is not made in accordance with the provisions hereof, then the rights of the holders of the Priority Equity Shares or Class A Shares shall remain unimpaired.

Subdivision or Consolidation of the Priority Equity Shares or the Class A Shares

The Company shall have the right to further amend its Articles to provide for a subdivision or consolidation of the Priority Equity Shares or the Class A Shares to the extent that Quadravest advises the Company that it considers such subdivision or consolidation necessary or advisable in connection with any implementation of the Recurring Special Retraction Right, so as to ensure that after such implementation an equal number of Priority Equity Shares and Class A Shares remain outstanding.

Resale of Shares Tendered for Retraction

The Company has entered into a recirculation agreement dated July 27, 2007 (the “**2007 Recirculation Agreement**”) with CIBC World Markets Inc. (“**CIBC**”) and Computershare and a recirculation agreement dated December 3, 2019 (the “**2019 Recirculation Agreement**”, and together with the 2007 Recirculation Agreement, the “**Recirculation Agreements**”) with National Bank Financial Inc. (“**NBF**”, and together with CIBC, the “**Recirculation Agents**”) and Computershare. Pursuant to their respective Recirculation Agreements, each Recirculation Agent has agreed to use its best efforts to find purchasers for any Priority Equity Shares or Class A Shares tendered for retraction prior to the relevant Retraction Payment Date, provided that the holder of the Priority Equity Shares or Class A Shares so tendered has not withheld consent thereto. The Company is not obligated to require a Recirculation Agent to seek such purchasers but may elect to do so. In the event that a purchaser for such Priority Equity Shares or Class A Shares is found in this manner, the Retraction Notice will be deemed to have been withdrawn prior to the relevant Retraction Date and the Priority Equity Shares or Class A Shares shall remain outstanding. The amount to be paid to the holder of the Priority Equity Shares or Class A Shares on the relevant Retraction Payment Date will be an amount equal to the proceeds of the sale of the Priority Equity Shares or Class A Shares less any applicable commission. Such amount will not be less than the applicable Priority Equity Share Retraction Price or Class A Share Retraction Price, as the case may be. Accordingly, the proceeds of the sale of the tendered securities by a Recirculation Agent must be equal to or exceed the applicable Priority Equity Share Retraction Price or the Class A Share Retraction Price.

Suspension of Retractions or Redemptions

The Company may suspend the retraction or redemption of Priority Equity Shares and Class A Shares or payment of retraction or redemption proceeds during any period when normal trading is suspended on one or more stock exchanges on which the common shares of the Bank are listed or, with the prior permission of the Ontario Securities Commission, for any period not exceeding 120 days during which the Company determines that conditions exist which render impractical the sale of assets of the Company or which impair the ability of the Company to determine the value of the assets of the Company. The suspension may apply to all requests for retraction received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect.

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

Book-Entry Only System

Registration of interests in and transfers of the Priority Equity Shares and Class A Shares will be made only through a book-entry system administered by CDS (the “**book-entry only system**”). On closing of an offering, the Company will direct that the Priority Equity Shares and Class A Shares subscribed for under such offering be electronically deposited with CDS. Priority Equity Shares and Class A Shares must be purchased, transferred and surrendered for retraction or redemption through a CDS Participant. All rights of a beneficial owner of Priority Equity Shares or Class A Shares must be exercised through, and all payments or other property to which such beneficial owner is entitled will be made or delivered by, CDS or the CDS Participant through which the beneficial owner holds such Priority Equity Shares or Class A Shares. Upon purchase of any Priority Equity Shares or Class A Shares, the beneficial owner will receive only the customary confirmation. References in this Prospectus to a holder of Priority Equity Shares or Class A Shares means, unless the context otherwise requires, the owner of the beneficial interest in such shares.

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

A beneficial owner of Priority Equity Shares or Class A Shares who desires to exercise its retraction privileges thereunder must do so by causing a CDS Participant to deliver to CDS (at its office in the City of Toronto) on behalf of the beneficial owner a written notice of the beneficial owner’s intention to retract shares, no later than 5:00 p.m. (local time in Toronto, Ontario) on the relevant notice date. An owner who desires to retract Priority Equity Shares or Class A Shares should ensure that the CDS Participant is provided with notice (the “**Retraction Notice**”) of its intention to exercise its retraction privilege sufficiently in advance of the relevant notice date so as to permit the CDS Participant to deliver notice to CDS by the required time. The Retraction Notice will be available from a CDS Participant or Computershare, the Company’s transfer agent and registrar. Any expense associated with the preparation and delivery of Retraction Notices will be for the account of the beneficial owner exercising the retraction privilege.

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

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

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

Meetings of Shareholders and Acts Requiring Shareholder Approval

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

The following matters require the approval of the holders of Priority Equity Shares and Class A Shares by a two-thirds majority vote (other than matters referred to in paragraphs (c), (l) and (m), which require approval of a simple majority vote) at a meeting called and held for such purpose: (a) a change in the fundamental investment objectives and strategy of the Company as described under "*Investment Objectives*" in the Current AIF; (b) a change in the investment restrictions of the Company as described under "*Investment Restrictions*" in the Current AIF; (c) the entering into by the Company of transactions involving derivatives, other than the use of derivatives as described in the Current AIF and any other use of derivatives permitted under NI 81-102; (d) any change in the basis of calculating fees or other expenses that are charged to the Company which could result in an increase in charges to the Company; (e) the introduction of a fee or expense to be charged to the Company or directly to Shareholders by the Company or Quadravest in connection with the holding of securities of the Company that could result in an increase in charges to the Company or its Shareholders; (f) the approval of the appointment of a successor to Quadravest as manager following the resignation of Quadravest unless an affiliate of Quadravest is appointed; (g) the removal of Quadravest as manager and the appointment of a successor in the event Quadravest is insolvent, or is in breach or default of its obligations under the Management Agreement and such breach or default is not cured within 30 days of notice of such breach or default being given to Quadravest; (h) the approval of any other change of manager of the Company unless an affiliate of Quadravest becomes the manager; (i) the approval of the assignment of the Investment Management Agreement by Quadravest, except to an affiliate; (j) the confirmation of the appointment of a successor to Quadravest as investment manager in the event the Company terminates the Investment Management Agreement unless an affiliate is appointed; (k) the approval of the termination of the Investment Management Agreement by Quadravest, unless the reason for such termination is (i) a material breach or default by the Company of its obligations under the Investment Management Agreement where notice of such breach or default has been provided by Quadravest to the Company and it remains uncured for 30 days, or (ii) there has been a material change to the fundamental investment objectives, strategies or criteria of the Company; (l) a decrease in the frequency of calculating the Net Asset Value or of retraction privileges; (m) a change of the auditor of the Company, unless such change does not require Shareholder approval under applicable securities legislation; (n) any merger of the Company for which Shareholder approval under NI 81-102 would be required; (o) an

amendment, modification or variation in the provisions or rights attaching to the Priority Equity Shares, Class A Shares or Class B Shares; and (p) any other change for which the approval of the holders of the Priority Equity Shares and the Class A Shares is required under the provisions of the *Business Corporations Act* (Ontario).

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

Reporting to Shareholders

The Company will deliver (or, if permitted by law, make available) to each Shareholder annual and semi-annual financial statements of the Company, annual and interim management reports of fund performance and such additional or other statements or reports as may be required by law. Each Shareholder will be mailed annually, no later than February 28, information necessary to enable such Shareholder to complete an income tax return with respect to amounts paid or payable by the Company in respect of the preceding calendar year.

EARNINGS COVERAGE RATIOS

Earnings coverage ratios will be provided as required in the Prospectus Supplement with respect to the issuance of Shares pursuant to such Prospectus Supplement.

PRIOR SALES

Prior sales will be provided as required in a Prospectus Supplement with respect to the issuance of Shares pursuant to such Prospectus Supplement.

TRADING PRICES AND VOLUMES

Trading prices and volumes of the Company's Shares will be provided for all of the Company issued and outstanding Priority Equity Shares and Class A Shares in each Prospectus Supplement to this Prospectus.

PLAN OF DISTRIBUTION

The Company may sell the Shares (i) through underwriters or dealers, (ii) directly to one or more purchasers pursuant to applicable statutory exemptions, or (iii) through agents. The Shares may be sold at fixed prices or non-fixed prices, such as prices determined by reference to the prevailing price of the Shares in a specified market, at market prices prevailing at the time of sale, or at prices to be negotiated with purchasers, which prices may vary as between purchasers and during the period of distribution of the Shares. The Prospectus Supplement for any of the Shares being offered thereby will set forth the terms of the offering of such Shares, including the type of Shares being offered, the name or names of any underwriters, the purchase price of such Shares, the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, any public offering price and any discounts or concessions allowed or re-allowed or paid to dealers. Only underwriters so named in the Prospectus Supplement are deemed to be underwriters in connection with the Shares offered thereby.

If underwriters are used in the sale, the Shares will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale, at market prices prevailing at the time of sale or at prices related to such prevailing market prices. The obligations of the underwriters to purchase such Shares will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all the Shares offered by the Prospectus Supplement if any of such Shares are purchased. Any public offering price and any discounts or concessions allowed or re-allowed or paid to underwriters may be changed from time to time.

The Shares may also be sold directly by the Company at such prices and upon such terms as agreed to by the Company and the purchaser or through agents designated by the Company from time to time. Any agent involved in the offering and sale of the Shares in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent will be set forth, in the Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any agent is acting on a best efforts basis for the period of its appointment.

The Company may agree to pay the underwriters a commission for various services relating to the issue and sale of any Shares offered hereby. Any such commission will be paid out of the general corporate funds of the Company. Underwriters, dealers and agents who participate in the distribution of the Shares may be entitled under agreements to be entered into with the Company to indemnification by the Company against certain liabilities, including liabilities under securities legislation, or to contribution with respect to payments which such underwriters, dealers or agents may be required to make in respect thereof.

In connection with any offering of the Shares (unless otherwise specified in a Prospectus Supplement), the underwriters or agents may over-allot or effect transactions which stabilize or maintain the market price of the Shares offered at a higher level than that which might exist in the open market. These transactions may be commenced, interrupted or discontinued at any time.

RISK FACTORS

In addition to the risks described in this Prospectus, the Current AIF contains a detailed discussion of risks and other considerations relating to an investment in Priority Equity Shares and Class A Shares which Shareholders should be aware of (reference should be made to pages 32 through 36 of the Current AIF). You can obtain a copy of the Current AIF by contacting Quadravest, or you can download or view it on www.TDBSplit.com or on the internet at www.sedar.com. The contents of the Current AIF are specifically incorporated by reference herein. See “*Documents Incorporated by Reference*”. Information contained on Quadravest’s website is not part of this Prospectus and is not incorporated herein by reference.

Additional risks and uncertainties not currently known to the Company or Quadravest, or that are currently considered immaterial, may also impair the operations of the Company. If any such risk actually occurs, the business, financial condition, liquidity or results of operations of the Company could be materially adversely affected.

INTEREST OF EXPERTS

Unless otherwise specified in the Prospectus Supplement, certain legal matters in connection with the Shares offered by a Prospectus Supplement will be passed upon on behalf of the Company by Blake, Cassels & Graydon LLP. As of the date of this Prospectus, the partners and associates of Blake, Cassels & Graydon LLP as a group beneficially own, directly or indirectly, less than 1% of the outstanding securities of the Company.

TRANSFER AGENT AND REGISTRAR, CUSTODIAN AND AUDITOR

Pursuant to a transfer agent, registrar and dividend disbursing agreement dated July 27, 2007, Computershare, at its principal office in Toronto, has been appointed the registrar and transfer agent for the Priority Equity Shares and the Class A Shares and is responsible for assisting the Company in disbursing dividends and other distributions to holders of the Priority Equity Shares and the Class A Shares.

Pursuant to an agreement dated July 27, 2007 (the “**Custodian Agreement**”), RBC Dexia Investor Services Trust (now RBC Investor Services Trust (“**RBC Trust**”)) was appointed as the custodian of the assets of the Company. RBC Trust is, in addition to acting as custodian, also responsible for certain aspects of the day-to-day administration of the Company, including processing retractions, calculating Net Asset Value and maintaining the fund valuation books and records of the Company. The address of RBC Trust is 155 Wellington Street West, 2nd Floor, Toronto, Ontario M5V 3L3. RBC Trust will not have any responsibility or liability for any assets of the Company which it does not directly hold or have control over (including through its sub-custodians), including, without limitation, any assets of the Company pledged to a counterparty pursuant to derivatives transactions entered into by the Company, if any. RBC Trust is entitled to receive fees from the Company and to be reimbursed for all expenses and liabilities which are properly incurred by RBC Trust in connection with the activities of the Company.

The auditor of the Company is PricewaterhouseCoopers LLP, PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario M5J 0B2.

PURCHASERS’ STATUTORY RIGHTS

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

CERTIFICATE OF THE COMPANY AND MANAGER

Dated: December 1, 2021

This short form prospectus, together with the documents incorporated by reference, will, as of the date of the last supplement to this prospectus relating to the securities offered by this prospectus and the supplement(s), constitute full, true and plain disclosure of all material facts relating to the securities offered by this prospectus and the supplement(s) as required by the securities legislation of each of the provinces of Canada.

(Signed) S. Wayne Finch
President and Chief Executive Officer

(Signed) Silvia Gomes
Chief Financial Officer

On behalf of the Board of Directors of TDb Split Corp.

(Signed) Laura L. Johnson
Director

(Signed) Peter F. Cruickshank
Director

QUADRAVEST CAPITAL MANAGEMENT INC.

As Manager

(Signed) S. Wayne Finch
President and Chief Executive Officer

(Signed) Silvia Gomes
Chief Financial Officer

On behalf of the Board of Directors

(Signed) Peter F. Cruickshank
Director

(Signed) Laura L. Johnson
Director