



**OCP Credit Strategy Fund**

**Annual Information Form**

**March 30, 2015**

**OCP CREDIT STRATEGY FUND  
ANNUAL INFORMATION FORM**

**TABLE OF CONTENTS**

<b>FORWARD-LOOKING STATEMENTS</b> .....	<b>1</b>
<b>NAME, FORMATION AND HISTORY OF THE FUND</b> .....	<b>2</b>
NAME AND FORMATION .....	2
HISTORY OF THE FUND .....	2
<b>INVESTMENTS OF THE FUND</b> .....	<b>3</b>
INVESTMENT OBJECTIVES .....	3
INVESTMENT STRATEGY .....	3
INVESTMENT RESTRICTIONS .....	6
VARIANCES FROM INVESTMENT RESTRICTIONS .....	7
<b>DESCRIPTION OF THE SECURITIES OF THE FUND</b> .....	<b>7</b>
THE UNITS .....	7
PURCHASE FOR CANCELLATION.....	8
BOOK-ENTRY ONLY SYSTEM.....	8
<b>SECURITYHOLDER MATTERS</b> .....	<b>9</b>
MEETINGS OF SECURITYHOLDERS .....	9
MATTERS REQUIRING SECURITYHOLDER APPROVAL.....	9
AMENDMENTS TO THE DECLARATION OF TRUST.....	11
REPORTING TO SECURITYHOLDERS.....	11
<b>VALUATION OF PORTFOLIO SECURITIES OF THE FUND</b> .....	<b>12</b>
REPORTING OF NET ASSET VALUE.....	13
<b>DISTRIBUTION POLICY</b> .....	<b>13</b>
<b>REDEMPTIONS</b> .....	<b>14</b>
ANNUAL REDEMPTION OF UNITS .....	14
MONTHLY REDEMPTION OF UNITS.....	14
EXERCISE OF REDEMPTION RIGHT .....	14
SUSPENSION OF REDEMPTIONS.....	15
<b>INCOME TAX CONSIDERATIONS</b> .....	<b>15</b>
TAXATION OF THE FUND .....	17
TAXATION OF UNITHOLDERS .....	18
TAXATION OF PLAN TRUSTS .....	20
TAX IMPLICATIONS OF THE FUND’S DISTRIBUTION POLICY .....	20
ELIGIBILITY FOR INVESTMENT .....	20
<b>ORGANIZATION AND MANAGEMENT DETAILS OF THE FUND</b> .....	<b>21</b>
MANAGER OF THE FUND .....	21
DUTIES AND SERVICES TO BE PROVIDED BY THE MANAGER.....	21
DETAILS OF THE MANAGEMENT AGREEMENTS .....	21
OFFICERS AND DIRECTORS OF THE MANAGER OF THE FUND .....	22
THE PORTFOLIO ADVISOR .....	25
THE TRUSTEE .....	25
THE CUSTODIAN.....	26
AUDITOR.....	26
TRANSFER AGENT AND REGISTRAR .....	26
SERVICER.....	26

<b>FUND GOVERNANCE .....</b>	<b>26</b>
POLICIES ON PROXY VOTING .....	26
INDEPENDENT REVIEW COMMITTEE .....	27
<b>INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS.....</b>	<b>28</b>
<b>CONFLICTS OF INTEREST .....</b>	<b>28</b>
<b>MATERIAL CONTRACTS .....</b>	<b>28</b>
<b>FEES AND EXPENSES .....</b>	<b>29</b>
MANAGEMENT FEE.....	29
PERFORMANCE FEE .....	29
SERVICING FEE.....	29
ONGOING FEES AND EXPENSES .....	30
<b>OTHER MATERIAL INFORMATION .....</b>	<b>30</b>
RISK FACTORS .....	30
NO ASSURANCES OF ACHIEVING INVESTMENT OBJECTIVES .....	30
RISKS ASSOCIATED WITH THE FUND’S INVESTMENTS .....	30
INTEREST RATES.....	33
RESTRICTIONS ON TRADING DUE TO STATUS .....	33
SHORT SALES.....	34
FUTURES CONTRACTS .....	34
FOREIGN MARKET EXPOSURES .....	34
CREDIT DEFAULT SWAPS .....	35
RELIANCE ON ONEX CREDIT .....	35
CURRENCY EXPOSURE .....	35
LIQUIDITY OF THE ASSETS IN THE PORTFOLIO.....	36
FLUCTUATIONS IN NET ASSET VALUE AND MARKET PRICE OF UNITS.....	36
RISKS RELATED TO REDEMPTIONS.....	36
POTENTIAL CONFLICTS OF INTEREST .....	37
RESIDENCY OF THE MANAGER.....	37
CHANGES IN LEGISLATION .....	37
TAXATION OF THE FUND .....	37
U.S. TAX RISK .....	38
NOT A TRUST COMPANY .....	39
NATURE OF UNITS .....	39
<b>ADDITIONAL INFORMATION.....</b>	<b>40</b>

*All information contained herein is as at March 30, 2015 unless otherwise noted.*

**OCP CREDIT STRATEGY FUND  
ANNUAL INFORMATION FORM**

**FORWARD-LOOKING STATEMENTS**

Certain statements in this Annual Information Form may constitute “forward-looking” statements which involve risks (including those which may arise in the future), uncertainties and other factors which may cause the actual results, performance or achievements of the Fund, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. When used in this Annual Information Form, such statements use such words as “may”, “will”, “expect”, “believe”, “plan”, “intend” and other similar terminology. These statements reflect current expectations regarding future events and operating performance and speak only as of the date of this Annual Information Form. Forward-looking statements involve significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not such results will be achieved. A number of factors could cause actual results to differ materially from the results discussed in the forward-looking statements, including, but not limited to, the factors discussed under “Risk Factors”. Although the forward-looking statements contained in this Annual Information Form are based upon what the Manager believes are reasonable assumptions, the Manager cannot assure investors that actual results will be consistent with these forward looking statements. These forward-looking statements are made as of the date of this Annual Information Form and, except as may be required by law, the Fund assumes no obligation to update or revise them to reflect new events or circumstances.

## **NAME, FORMATION AND HISTORY OF THE FUND**

### **Name and Formation**

OCP Credit Strategy Fund (the “Fund”) is an investment fund governed by the laws of the Province of Ontario pursuant to a declaration of trust dated October 27, 2009, as amended and restated on December 16, 2014 (the “Declaration of Trust”).

The principal office of the Fund is located at 161 Bay Street, 49<sup>th</sup> Floor, Toronto, Ontario M5J 2S1. The head office of Onex Credit Partners, LLC (the “Manager” or “Onex Credit”) is located at 910 Sylvan Avenue, Englewood Cliffs, New Jersey, 07632. See “Organization and Management Details of the Fund — Manager of the Fund”.

### **History of the Fund**

The Fund was initially created to provide holders (“Unitholders”) of Units with tax-advantaged returns through the use of a forward agreement entered into between the Fund and The Bank of Nova Scotia on November 20, 2009 (the “Forward Agreement”). The Forward Agreement provided Unitholders with indirect exposure to a portfolio of assets held by OCP Investment Trust. As a result of changes to the *Income Tax Act* (Canada) (the “Tax Act”), the Forward Agreement was terminated on December 29, 2014, and the portfolio of assets held by OCP Investment Trust was transferred to the Fund through a series of transfers commencing on December 16, 2014. In connection with the foregoing, the Fund’s investment objectives were amended to remove all references to the use of forward agreements to gain exposure to OCP Investment Trust, to delete references to “tax-advantaged” and to clarify that the Fund will invest directly in securities similar to those previously held by OCP Investment Trust. On December 4, 2014, the Manager obtained exemptive relief from the Ontario Securities Commission from the requirement to obtain prior Unitholder approval before changing the investment objectives of the Fund.

On November 20, 2009, pursuant to the Fund’s prospectus dated October 27, 2009, 20,000,000 trust units (“Units”) were issued at a price of \$10 per Unit for gross proceeds of \$200,000,000. On December 3, 2009, the agents exercised a portion of their over-allotment option and the Fund issued an additional 780,000 Units. In total, the Fund issued 20,780,000 Units pursuant to its initial public offering for gross proceeds of \$207,800,000.

On March 29, 2011, the Fund commenced a normal course issuer bid which expired on March 28, 2012. The Fund was permitted to purchase up to 2,078,000 Units through the facilities of the Toronto Stock Exchange (“TSX”) pursuant to this bid. The Fund purchased 75,200 Units under this normal course issuer bid.

On June 21, 2011, pursuant to the Fund’s short form prospectus dated June 14, 2011, 8,600,000 treasury units of the Fund were issued at a price of \$10.12 per unit for gross proceeds of \$87,032,000. On July 7, 2011, the agents exercised a portion of their over-allotment option and the Fund issued an additional 1,240,000 Units. In total, the Fund issued 9,840,000 Units pursuant to the secondary offering, yielding gross proceeds of approximately \$100 million.

On July 17, 2012, the Fund commenced a normal course issuer bid which expired on July 16, 2013. The Fund was permitted to purchase up to 3,002,064 Units through the facilities of the TSX pursuant to this bid. The Fund purchased 373,000 Units under this normal course issuer bid.

On July 17, 2013, the Fund commenced a normal course issuer bid which expired on July 16, 2014. The Fund was permitted to purchase up to 2,841,833 Units through the facilities of the TSX pursuant to this bid. The Fund purchased 370,600 Units under this normal course issuer bid.

On July 17, 2014, the Fund commenced a normal course issuer bid which will expire on July 16, 2015. The Fund is permitted to purchase up to 2,635,579 Units through the facilities of the TSX pursuant to this bid. As at March 19, 2015, the Fund had not purchased any Units under this normal course issuer bid.

## **INVESTMENTS OF THE FUND**

### **Investment Objectives**

The Fund, by investing in an actively managed, unlevered, diversified portfolio (the “Portfolio”) comprised primarily of senior debt obligations of non-investment grade North American issuers, seeks to achieve the following objectives:

- (i) to maximize total returns for Unitholders;
- (ii) to provide Unitholders with attractive, quarterly, distributions, currently targeted to be \$0.70 per annum, representing an annual yield of 7% based on the original issue price of \$10.00 per Unit; and
- (iii) to preserve capital.

### **Investment Strategy**

Onex Credit seeks to generate attractive risk adjusted returns through a long/short investment strategy focused on actively traded, event-driven, senior debt securities in the non-investment grade debt markets. In order to manage risk and volatility, the strategy is based on a diversified portfolio, with limited exposure to equity investments and no financial leverage.

Senior debt may include (i) syndicated bank loans that typically pay a floating rate of interest; (ii) senior bonds; and (iii) other senior debt obligations. The Portfolio is diversified with its largest exposure being to senior secured bank loans, then senior bonds and a limited exposure to other unsecured claims and equity investments. Onex Credit prefers to invest in the more senior part of the capital structure, in particular, senior secured bank loans, for a number of reasons: (i) these senior obligations are generally secured or benefit from another form of structural seniority relative to other obligations of the issuer; (ii) they are generally protected by covenants that limit the ability of the issuer to take actions adverse to the interests of investors; (iii) the default rate on these obligations is historically lower than unsecured, or junior, debt; and (iv) they have generally received greater recoveries than unsecured or junior debt in the case of default. When Onex Credit purchases unsecured or junior debt obligations, it seeks opportunities that it believes are priced at discounts to par and have the proper risk/reward ratio to compensate for the additional risk of these securities. Moreover, many times an investment by Onex Credit in unsecured or junior debt obligations of an issuer is preceded by or made in conjunction with an investment in the senior term loan of that same issuer.

Onex Credit will generally target investments that meet the following criteria:

1. High level of asset and/or cash flow coverage;

2. Attractive total return potential through a combination of current income and/or capital appreciation; and
3. An anticipated company-specific event that Onex Credit believes will trigger an increase in the price of the investment.

Onex Credit focuses on the debt obligations of companies experiencing some form of financial or operational stress, leading to opportunities to invest in securities at prices below their par values in the secondary market, offering the potential for capital appreciation, as well as current yield. The Onex Credit team performs extensive research to identify these opportunities and bottom-up credit and structural analysis to evaluate them. Through this research, Onex Credit often identifies specific anticipated events, such as a refinancing or restructuring that Onex Credit anticipates will cause an investment to appreciate in value.

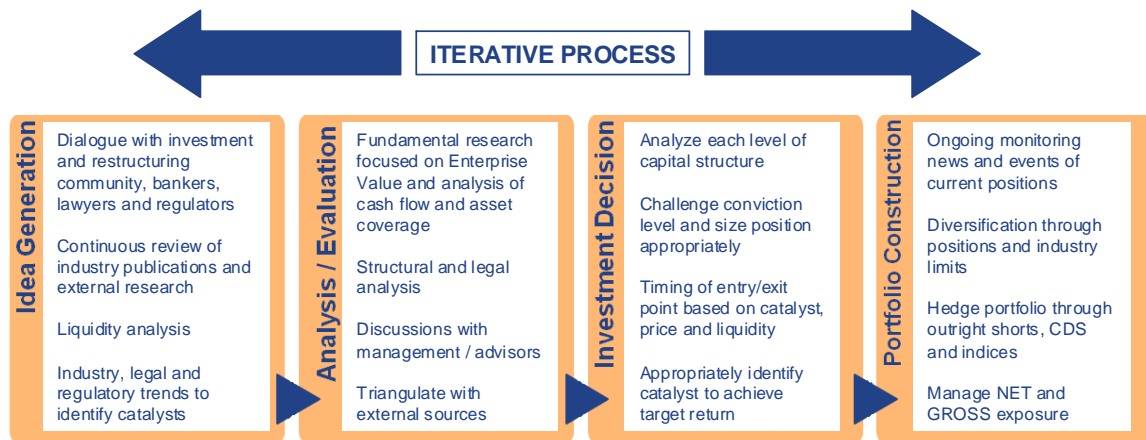
#### *Investment Process*

Onex Credit uses a variety of resources to source investment ideas for the Portfolio including, but not limited to: industry related research, trade publications, discussions with industry participants, company management and legal and financial professionals.

Upon identifying a potential investment, Onex Credit will perform an analysis of the value of the company. This will typically start with an evaluation of the company's business model, including its expected cash flow under various economic and industry conditions, tangible asset value, competitive strengths and weaknesses, as well as the quality of its existing management team. In addition, Onex Credit typically performs a structural analysis, which includes a review of the rights and interests of each creditor/equity holder in the company's capital structure, including protective debt covenants, collateral protection, seniority and other contractual rights as well as any other legal issues surrounding the company and its reorganization, if applicable.

Onex Credit will then seek to determine what event may cause the value to be realized and what the timing for that event will be. In general, Onex Credit will seek investments linked to a certain event that should occur within six to twelve months. The event behind each investment may be, among other things, the resolution of litigation, a successful refinancing or financial reorganization, an operational turnaround or a change in industry conditions.

The following graph depicts the investment process followed by Onex Credit.



### *Risk Management*

Managing risk is an integral part of Onex Credit's investment philosophy. Onex Credit manages the level of risk in the Portfolio through diversification, intensive research and portfolio construction. There typically is a focus on actively traded senior debt to help minimize the chances of loss due to an inability to trade. Short positions may also be used to offset certain long exposures and to reduce volatility. No financial leverage is employed in the Portfolio.

### *Short Selling Strategy*

In order to both manage risk and also produce incremental return, Onex Credit maintains short exposure to the credit of certain issuers or indices that track the credit markets in general. This may include selling short certain securities and the purchase and sale of options on securities and other derivative instruments, including credit default swaps. Onex Credit may also seek to establish an outright short position in debt securities when Onex Credit believes that the security is fundamentally overvalued or that the issuer could become distressed. These strategies can serve to hedge the Portfolio as a whole from correlation to the broader markets. Any cash received from short proceeds is held as cash or short term marketable securities, rather than re-invested.

### *Foreign Currency Hedging*

Onex Credit protects returns on the Portfolio from currency fluctuations by hedging foreign currency exposure to the Canadian dollar. Onex Credit seeks to hedge to the Canadian dollar not less than 90% of the Portfolio's investments denominated in currencies other than the Canadian dollar. The distributions on securities held in the Portfolio, however, may not be hedged at any time and, accordingly, no assurance can be given that the Fund will not be adversely impacted by changes in foreign exchange rates.

### *Use of Derivatives*

Onex Credit invests in and uses derivative instruments, other than commodity derivatives, for hedging or investment purposes consistent with its investment objectives and subject to Onex Credit's investment restrictions. For example, Onex Credit may use derivatives with the intention of offsetting or reducing risks associated with losses from currency fluctuations, interest rate changes and market risks. No assurance can be given that the Portfolio will be hedged from any particular risk from time to time. In addition, Onex Credit may employ derivative strategies in the Portfolio to invest indirectly in, or gain exposure to, securities or financial markets. These



derivative strategies may be used to establish long or short biased investments in such securities or financial markets.

#### *Leverage*

The Portfolio does not use financial leverage.

#### **Investment Restrictions**

The investment activities of the Fund are conducted in accordance with, among other things, the following investment restrictions, as set forth in the Declaration of Trust, which provide that the Fund will not:

1. make or hold any investment that would result in the Fund failing to qualify as a “mutual fund trust” for purposes of the Tax Act;
2. invest more than 10% of the aggregate value of the assets of the Fund (“Total Assets”) in the securities of any single issuer, other than securities issued or guaranteed by the United States Government, Government of Canada or a province or territory thereof;
3. be net short;
4. invest in asset-backed commercial paper or collateralized debt obligations directly or indirectly by selling credit protection under credit default swaps identifying any asset-back commercial paper or collateralized debt obligations as reference obligations;
5. own more than 10% of the equity value of an issuer or purchase the securities of an issuer for the purpose of exercising control over management of that issuer;
6. guarantee the securities or obligations of any person other than the Manager and then only in respect of the activities of the Fund;
7. with the exception of securities of the Fund’s own issue, purchase securities from, sell securities to, or otherwise contract for the acquisition or disposition of securities with the Manager or any of its affiliates, any officer, director or shareholder of the Manager, any person, trust, firm or corporation managed by the Manager or any of its affiliates or any firm or corporation in which any officer, director or shareholder of the Manager may have a material interest (which, for these purposes, includes beneficial ownership of more than 10% of the voting securities of such entity) unless, with respect to any purchase or sale of securities, any such transaction is effected through normal market facilities, pursuant to a non-pre-arranged trade, and the purchase price approximates the prevailing market price or is approved by the independent review committee established by the Manager (the “Independent Review Committee” or “IRC”) in accordance with National Instrument 81-107 – *Independent Review Committee for Investment Funds* (“NI 81-107”);
8. make or hold any investments in entities that would be “foreign affiliates” of the Fund for purposes of the Tax Act;

9. make or hold any investment that would result in the Fund becoming a “SIFT trust” within the meaning of subsection 122.1(1) of the Tax Act;
10. enter into any arrangement that would result in a “dividend rental arrangement” for purposes of the Tax Act;
11. make or hold any investment in any security that would be a “tax shelter investment” within the meaning of the Tax Act;
12. make or hold any securities in any non-resident trusts other than “exempt foreign trusts” as defined in subsection 94(1) of the Tax Act; or
13. at any time, hold any property that could require the Fund to include any material amount in its income pursuant to sections 94.1 or 94.2 of the Tax Act.

If a percentage restriction on investment or use of assets or borrowing or financing arrangements set forth above as an investment restriction is adhered to at the time of the transaction, later changes to the market value of the investment or Total Assets will not be considered a violation of the investment restrictions. If the Fund receives from an issuer subscription rights to purchase securities of that issuer, and if the Fund exercises those subscription rights at a time when the Fund’s holdings of securities of that issuer would otherwise exceed the limits set forth above, the exercise of those rights will not constitute a violation of the investment restrictions if, prior to the receipt of securities of that issuer on exercise of these rights, the Fund has sold at least as many securities of the same class and value as would result in the restriction being complied with.

Unitholder approval is required to change the investment objectives, investment strategies or investment restrictions. See “Securityholder Matters – Matters Requiring Securityholder Approval”.

The Fund is subject to certain restrictions and practices contained in securities legislation, including National Instrument 81-102 – *Investment Funds* (“NI 81-102”). The Fund is managed in accordance with these restrictions and practices in addition to the investment restrictions referred to above.

### **Variations From Investment Restrictions**

The Fund has not sought nor received the approval of the securities regulatory authorities to vary any of the investment restrictions and practices contained in securities legislation, except for relief from the requirement to calculate NAV (as hereinafter defined) at least once every business day as required by Part 15 of National Instrument 81-106 – *Investment Fund Continuous Disclosure* (“NI 81-106”). The Fund calculates NAV weekly, on the Annual Redemption Date (as hereinafter defined) and on such other dates as the Manager deems appropriate.

## **DESCRIPTION OF THE SECURITIES OF THE FUND**

### **The Units**

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

Except in the case of Unitholders who are not resident in Canada for the purpose of the Tax Act, all Units have equal rights and privileges. Each Unit is entitled to one vote at all meetings of Unitholders and is entitled to participate equally with respect to any and all distributions made by the Fund, including distributions of net income and net realized capital gains, and distributions upon the termination of the Fund. Units are issued only as fully paid and are non-assessable.

### **Purchase for Cancellation**

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

The Fund commenced a normal course issuer bid on March 29, 2011, which permitted it to purchase up to 2,078,000 Units, representing 10% of the public float of the securities issued and outstanding. The Fund purchased 75,200 Units under this normal course issuer bid at an average price of \$8.51 per Unit (excluding commission).

The Fund commenced a normal course issuer bid on July 17, 2012, which permitted it to purchase up to 3,002,064 Units, representing 10% of the public float of the securities issued and outstanding. The Fund purchased 373,000 Units under this normal course issuer bid at an average price of \$8.77 per Unit (excluding commissions).

The Fund commenced a normal course issuer bid on July 17, 2013, which permitted it to purchase up to 2,841,833 Units, representing 10% of the public float of the securities issued and outstanding. The Fund purchased 370,600 Units under this normal course issuer bid at an average price of \$8.83 per Unit (excluding commission).

The Fund commenced a normal course issuer bid on July 17, 2014 which permits it to purchase up to 2,635,579 Units, representing 10% of the public float of the securities issued and outstanding. As at March 19, 2015, the Fund had not purchased any Units under this normal course issuer bid.

### **Book-Entry Only System**

Registration of interests in and transfers of the Units will be made only through the book-entry only system administered by CDS Clearing and Depository Services Inc. ("CDS"). Units must be purchased, converted, transferred and surrendered for redemption through a CDS Participant (as hereinafter defined). All rights of Unitholders must be exercised through, and all payments or other property to which such Unitholders are entitled will be made or delivered by CDS or the CDS Participant through which the Unitholder holds such Units. Upon purchase of any Units, the Unitholders will receive only a customer confirmation from the registered dealer which is a CDS Participant and from or through which the Units are purchased.

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

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

## **SECURITYHOLDER MATTERS**

### **Meetings of Securityholders**

A meeting of Unitholders may be convened by the Manager by a written requisition specifying the purpose of the meeting and must be convened if requisitioned by Unitholders holding not less than 60% of the Units then outstanding by a written requisition specifying the purpose of the meeting. Not less than 21 days' and not more than 50 days' notice will be given of any meeting of Unitholders. The quorum at any meeting of all Unitholders is one Unitholder present in person or represented by proxy except for the purpose of any meeting called to consider item (e) below under "Matters Requiring Securityholder Approval" in which case the quorum shall be Unitholder(s) holding 15% of the outstanding Units. If no quorum is present at such meeting when called, the meeting, if called on the requisition of Unitholders, will be terminated and otherwise will be adjourned for not less than 10 days and at the adjourned meeting the Unitholders then present in person or represented by proxy will form the necessary quorum. At any meeting of Unitholders, each Unitholder will be entitled to one vote for each Unit registered in the Unitholder's name.

The Fund does not hold annual meetings of Unitholders.

### **Matters Requiring Securityholder Approval**

Pursuant to the Declaration of Trust, the following matters require the approval of Unitholders by resolution passed by at least 66 <sup>2</sup>/<sub>3</sub>% of the votes cast at a meeting called and held for such purpose (an "Extraordinary Resolution"), other than item (f), which requires approval of Unitholders by a simple majority vote at a meeting called and held for such purpose (an "Ordinary Resolution"):

- a. a change in the investment objectives of the Fund;
- b. a change in the investment strategy of the Fund;
- c. a change in the investment restrictions of the Fund;
- d. any change in the basis of calculating fees or other expenses that are charged to the Fund which could result in an increase in charges to the Fund other than a fee or expense charged by a person or company that is at arm's length to the Fund;
- e. except as described under "Organization and Management Details of the Fund — Manager of the Fund", a change of the Manager of the Fund, other than a change resulting in an affiliate of such person assuming such position;
- f. a change in the auditors of the Fund;
- g. a reorganization (other than a Permitted Merger as defined below) with, or transfer of assets to, a mutual fund trust, if

- i) the Fund ceases to continue after the reorganization or transfer of assets; and
  - ii) the transaction results in Unitholders becoming securityholders in the mutual fund trust;
- h. a reorganization (other than a Permitted Merger as defined below) with, or acquisition of assets of, a mutual fund trust, if
  - i) the Fund continues after the reorganization or acquisition of assets;
  - ii) the transaction results in the securityholders of the mutual fund trust becoming Unitholders; and
  - iii) the transaction would be a material change to the Fund;
- i. a termination of the Fund, other than in accordance with the terms of the Declaration of Trust;
- j. an amendment, modification or variation in the provisions or rights attaching to the Units; and
- k. a reduction in the frequency of calculating the NAV per Unit.

In addition, certain matters require the approval of Unitholders by an Ordinary Resolution pursuant to NI 81-102.

The Manager may, without obtaining Unitholder approval, merge the Fund (a “Permitted Merger”) with another fund or funds, provided that certain requirements of NI 81-102 are satisfied and:

- a. the fund(s) with which the Fund is merged must be managed by the Manager or an affiliate of the Manager (the “Affiliated Fund(s)”);
- b. Unitholders are permitted to redeem their Units at a redemption price equal to 100% of the NAV per Unit, less any costs of funding the redemption, including commissions prior to the effective date of the merger;
- c. the funds being merged have similar investment objectives as set forth in their respective declarations of trust, as determined in good faith by the Manager and by the manager of the Affiliated Fund(s) in their sole discretion;
- d. the Manager must have determined in good faith that there will be no increase in the management expense ratio borne by the Unitholders as a result of the merger;
- e. the merger of the funds is completed on the basis of an exchange ratio determined with reference to the net asset value per unit of each fund; and
- f. the merger of the funds must be capable of being accomplished on a tax-deferred rollover basis for unitholders of each of the funds.

If the Manager determines that a merger is appropriate and desirable, the Manager can effect the merger, including any required changes to the Declaration of Trust, without seeking Unitholder approval for the merger or such amendments. If a decision is made to merge, the Manager will issue a press release at least thirty (30) business days prior to the proposed effective date thereof disclosing details of the proposed merger. While the funds to be merged will have similar investment objectives, the funds may have different investment strategies, guidelines and restrictions and, accordingly, the units of the merged funds will be subject to different risk factors.

### **Amendments to the Declaration of Trust**

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

- a. remove any conflicts or other inconsistencies which may exist between any terms of the Declaration of Trust and any provisions of any law or regulation applicable to or affecting the Fund;
- b. make any change or correction in the Declaration of Trust which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;
- c. bring the Declaration of Trust into conformity with applicable laws, including the rules and policies of Canadian securities regulators or with current practice within the securities or investment fund industries provided that any such amendment does not adversely affect the rights, privileges or interests of Unitholders;
- d. maintain, or permit the Manager to take such steps as may be desirable or necessary to maintain, the status of the Fund as a “mutual fund trust” and a “unit trust” for the purposes of the Tax Act or to respond to amendments to the Tax Act or to the interpretation thereof;
- e. provide added protection to Unitholders; or
- f. effect a Permitted Merger.

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

### **Reporting to Securityholders**

The Fund's fiscal year will be the calendar year. The annual financial statements of the Fund are audited by the Fund's auditors. The Manager will ensure that the Fund complies with all applicable reporting and administrative requirements, including preparing and issuing unaudited interim financial statements.

The Manager will keep adequate books and records reflecting the activities of the Fund. A Unitholder or his or her duly authorized representative has the right to examine the books and records of the Fund during normal business hours at the offices of the Manager. Notwithstanding

the foregoing, a Unitholder shall not have access to any information that, in the opinion of the Manager, should be kept confidential in the interests of the Fund.

### **VALUATION OF PORTFOLIO SECURITIES OF THE FUND**

The “NAV” is the net asset value of the Fund as determined by subtracting the aggregate liabilities of the Fund from the Total Assets of the Fund on the date on which the calculation is being made. NAV on a particular date equals the aggregate value of the assets of the Fund less the aggregate value of the liabilities of the Fund, expressed in Canadian dollars at the applicable exchange rate on such date. The NAV is calculated using the fair value of the Fund’s assets and liabilities. The NAV is calculated by the Custodian or an affiliate. The “NAV per Unit” on any day is obtained by dividing the NAV of the Fund on such day by the number of Units of that class then outstanding.

In determining the NAV of the Fund, at any time, the Manager will take into account the following:

1. no value is assigned to goodwill;
2. accrued investment management fees and other fees are treated as liabilities;
3. distributions payable on the Units, if any, after the date as of which the total net assets are being determined to Unitholders of record prior to such date are treated as liabilities;
4. the fair value of investments is as follows: investments that are listed on an exchange and are freely transferable are valued at their last sales price on such exchange on the date of determination, or, if no sales occurred on such day, at the “bid” price at the close of business on such day and if sold short at the “asked” price at the close of business on such day. Investments traded over the counter which are freely transferable are valued at the “bid” price at the close of business on such day if held long, and at the “asked” price at the close of business on such day if held short, unless included in the NASDAQ National Market System, in which case they are valued based upon their sales price (if such prices are available). Notwithstanding the foregoing, if in the reasonable judgment of the Manager, the listed price for any investment held by the Fund does not accurately reflect the value of such investment, the Manager may value such investment at a price which is greater or less than the quoted market price for such investment;
5. units of any underlying fund are valued at the net asset value of such units as provided by such fund from time to time;
6. the value of any futures contract or forward contract is the gain or loss with respect thereto that would be realized if, at the Valuation Time (as hereinafter defined), the position in the futures contract, or the forward contract, as the case may be, were to be closed out unless daily limits are in effect in which case fair value is based on the current market value of the underlying interest;
7. the value of all assets of the Fund quoted or valued in terms of foreign currency, the value of all funds on deposit and contractual obligations payable to the Fund in foreign currency and the value of all liabilities and contractual obligations payable

by the Fund in foreign currency is determined using the applicable rate of exchange current at, or as nearly as practicable to, the applicable date on which NAV is determined; and

8. all other assets of the Fund are valued in the manner determined by the Manager or its delegate(s) to reflect their fair market value.

Investment companies that are publicly accountable enterprises or investment funds to which National Instrument 81-106 – *Investment Fund Continuous Disclosure* is applicable, were required to adopt International Financial Reporting Standards (“IFRS”) for the first time for interim and annual financial statements relating to annual periods beginning on or after January 1, 2014. As a result, the Fund adopted IFRS beginning January 1, 2014 and currently prepares its financial statements in accordance with IFRS. The Fund currently uses the valuation policy as described above, which is permitted under IFRS. The adoption of IFRS had no impact on the valuation of the Fund’s investment portfolio.

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

The NAV and NAV per Unit is calculated as of 4:00 p.m. (Toronto time) or such other time as the Manager deems appropriate (the “Valuation Time”) on Thursday of each week, on the Annual Redemption Date (as hereinafter defined) and on such other dates as the Manager deems appropriate (each, a “Valuation Date”). Such information is provided by the Manager to Unitholders on request by calling toll-free 1-877-260-4055 or via the Internet at [www.ocpcreditstrategy.com](http://www.ocpcreditstrategy.com).

### **DISTRIBUTION POLICY**

In accordance with the Fund’s investment objective to provide Unitholders with quarterly cash distributions, the Fund intends to make quarterly distributions to Unitholders of record on the last business day of each of March, June, September and December (each, a “Distribution Record Date”). Distributions will be paid no later than the 15<sup>th</sup> day of the following month (each, a “Distribution Payment Date”). The current quarterly distributions are targeted to be \$0.175 per Unit (\$0.70 per annum representing an annual cash distribution of 7.0% based on the \$10.00 per Unit issue price). The Fund will not have a fixed quarterly distribution but will determine and announce at least each July an expected distribution amount for the following twelve months.

The Manager anticipates that distributions will be a mix of income, capital gains and returns of capital.

If the Fund’s net income for tax purposes, including net realized capital gains, for any year exceeds the aggregate amount of the regular quarterly distributions made in the year to Unitholders, the Fund will also be required to pay one or more special distributions (in cash or Units) in such year to Unitholders as is necessary to ensure that the Fund will not be liable for income tax on such amounts under the Tax Act (after taking into account all available deductions, credits and refunds). Immediately following any such special distribution through the issuance of Units, the number of Units outstanding will be automatically consolidated such that the number of Units outstanding after the special distribution will be equal to the number of Units outstanding immediately prior to the distribution, except in the case of a non-resident Unitholder to the extent tax was required to be withheld in respect of the distribution. See “Income Tax Considerations”.



There can be no assurance given as to the amount of targeted distributions, if any, in the future.

## **REDEMPTIONS**

### **Annual Redemption of Units**

Units may be surrendered annually for redemption during the period from the first business day in January until 5:00 p.m. (Toronto time) on January 15 in each year (the “Notice Period”) subject to the Fund’s right to suspend redemptions in certain circumstances. Units surrendered for redemption during the Notice Period will be redeemed on the last business day of March of each year (the “Annual Redemption Date”) and the Unitholder will receive payment on or before the 15<sup>th</sup> day following the Annual Redemption Date.

Redeeming Unitholders will be entitled to receive a redemption price per Unit equal to the NAV per Unit determined as of the Annual Redemption Date, less any costs and expenses incurred by the Fund in connection with funding the redemption (the “Annual Redemption Amount”). The NAV per Unit will vary depending on a number of market factors, including interest rates and volatility in the equity and/or credit markets.

### **Monthly Redemption of Units**

Units may be surrendered for redemption in any month. Units properly surrendered for redemption by a Unitholder prior to 5:00 p.m. (Toronto time) on the 10<sup>th</sup> business day before the last business day of a month will be redeemed on the last day of that month (“Monthly Redemption Date”) and the Unitholder will receive payment on or before the 15<sup>th</sup> day following such Monthly Redemption Date, subject to the Fund’s right to suspend redemptions in certain circumstances. Unitholders depositing Units subsequent to January 15<sup>th</sup> and prior to 5:00 p.m. (Toronto time) on the 45<sup>th</sup> business day before the last business day in March will be entitled to elect to receive the Annual Redemption Amount rather than the Monthly Redemption Amount (as defined below).

A Unitholder who properly surrenders a Unit for redemption will receive the amount (the “Monthly Redemption Amount”), if any, equal to the lesser of (A) 94% of the weighted average trading price of the Units on the TSX during the 15 trading days preceding the applicable Monthly Redemption Date, and (B) the “closing market price” of the Units on the principal market on which the Units are quoted for trading on the applicable Monthly Redemption Date. The “closing market price” shall be an amount equal to (i) the closing price of the Units if there was a trade on the applicable Monthly Redemption Date and the market provides a closing price; (ii) the average of the highest and lowest prices of the Units if there was trading on the applicable Monthly Redemption Date and the market provides only the highest and lowest prices of the Units traded on a particular day; or (iii) the average of the last bid and last asking prices of the Units if there was no trading on the applicable Monthly Redemption Date. Notwithstanding the foregoing, a Unitholder who properly surrenders a Unit for redemption during the Notice Period will receive the Annual Redemption Amount.

### **Exercise of Redemption Right**

An owner of Units who desires to exercise redemption privileges thereunder must do so by causing a participant in CDS (“CDS Participant”) to deliver to CDS on behalf of the owner a written notice (the “Redemption Notice”) of the owner’s intention to redeem Units. An owner who desires to redeem Units should ensure that the CDS Participant is provided with notice of his or her

intention to exercise his or her redemption privilege sufficiently in advance of the relevant notice date so as to permit the CDS Participant to deliver notice to CDS and so as to permit CDS to deliver notice to the registrar and transfer agent of the Fund in advance of the required time. The form of Redemption Notice will be available from a CDS Participant or the registrar and transfer agent. Any expense associated with the preparation and delivery of Redemption Notices will be for the account of the owner exercising the redemption privilege.

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

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

### **Suspension of Redemptions**

The Manager may suspend the redemption of Units or payment of redemption proceeds: (i) for the whole or any part of a period during which normal trading is suspended on a stock exchange, options exchange or futures exchange within or outside Canada on which securities are listed and posted for trading, or on which specified derivatives are traded, if those securities or specified derivatives represent more than 50% by value, or underlying market exposure, of the total assets of the Fund without allowance for liabilities and if those securities or specified derivatives are not traded on any other exchange that represents a reasonably practical alternative for the Fund; or (ii) for a period not exceeding 120 days during which the Manager determines that conditions exist which render impractical the sale of assets of the Fund or which impair the ability of the Manager to determine the value of the assets of the Fund. The suspension may apply to all requests for redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All Unitholders making such requests shall be advised by the Manager of the suspension and that the redemption will be effected at a price determined on the first business day following the termination of the suspension. All such Unitholders shall have and shall be advised that they have the right to withdraw their requests for redemption. The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over the Fund, any declaration of suspension made by the Manager shall be conclusive.

### **INCOME TAX CONSIDERATIONS**

The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Units by a Unitholder who acquired Units pursuant to the initial public offering of Units. This summary is applicable to a Unitholder who is an individual (other than a trust that is not a registered plan)

and who, for the purposes of the Tax Act, is resident in Canada, deals at arm's length, and is not affiliated, with the Fund, and holds Units as capital property. Generally, Units will be considered to be capital property to a Unitholder provided the Unitholder does not hold the Units in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their Units as capital property may, in certain circumstances, be entitled to have them and all other "Canadian securities" owned or subsequently owned by them treated as capital property by making an irrevocable election in accordance with the Tax Act. This summary does not apply to a Unitholder that has entered or will enter into a "derivative forward agreement" within the meaning of the Tax Act, with respect to the Units.

This summary is based on the current provisions of the Tax Act and the regulations thereunder, the Manager's understanding of the current administrative policies and assessing practices of the CRA published in writing by it prior to the date hereof, and all specific proposals to amend the Tax Act and the regulations thereunder publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "Tax Proposals"). This summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial decision or action, nor does it take into account other federal or any provincial, territorial or foreign tax legislation or considerations, as applicable, which may differ significantly from those described herein. This summary assumes that the Tax Proposals will be enacted as proposed, but there can be no assurance that any Tax Proposals will be enacted in the form publicly announced or at all.

This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units. Moreover, the income and other tax consequences of acquiring, holding or disposing of Units will vary depending on an investor's particular circumstances, including the province or territory in which the investor resides or carries on business. Counsel express no views herein in respect of the deductibility of interest on any funds borrowed by a Unitholder to purchase Units. **This summary is of a general nature only and is not intended to be legal or tax advice to any investor. Investors should consult their own tax advisors for advice with respect to the income tax consequences of an investment in Units, based on their particular circumstances.**

This summary is based on the assumptions that the Fund will qualify at all times as a "mutual fund trust" within the meaning of the Tax Act and that the Fund has validly elected under the Tax Act to be a mutual fund trust from the date it was established.

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

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

If the Fund were subject to the SIFT Rules, it could be subject to tax on certain income. Provided the Fund complies with its investment restrictions it will not be subject to the tax imposed on SIFT trusts in section 122 of the Tax Act.

### **Taxation of the Fund**

The Fund will be subject to tax in each taxation year under Part I of the Tax Act on the amount of its income for the year, including net realized taxable capital gains, less the portion thereof that it claims in respect of the amount paid or payable to Unitholders in the year. The Fund intends to make distributions to Unitholders and to deduct, in computing its income in each taxation year, such amount as will be sufficient to ensure that the Fund will not be liable for income tax under Part I of the Tax Act for each year other than such tax on net realized capital gains that will be recoverable by the Fund in respect of such year by reason of the capital gains refund mechanism.

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

The Fund will be required to include in its income for a taxation year all dividends received or considered to be received in the year on shares of corporations and, generally, taxable distributions received or considered to be received on other securities.

In determining the income of the Fund, gains or losses realized upon dispositions of securities in the Portfolio will be treated as capital gains or capital losses of the Fund in the year realized, unless the Fund is considered to be trading or dealing in securities or otherwise carrying on an investment business of buying and selling securities or the Fund has acquired the securities in a transaction or transactions considered to be an adventure or concern in the nature of trade. The Manager has advised counsel that the Fund will purchase the Portfolio with the objective of earning distributions and income from the Portfolio securities over the life of the Fund and will take the position that gains and losses realized on the disposition thereof are capital gains and capital losses.

The Fund will be entitled for each taxation year throughout which it is a mutual fund trust for purposes of the Tax Act to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized capital gains by an amount determined under the Tax Act based on the amount paid on redemptions of Units during the year (the "Capital Gains Refund"). The Capital Gains Refund in a particular taxation year may not completely offset the tax liability of the Fund for such taxation year which may arise upon the disposition of securities in the Portfolio in connection with the redemption of Units.

A loss realized by the Fund on a disposition of capital property will be a suspended loss for purposes of the Tax Act if the Fund, or a person affiliated with the Fund, acquires a property (a "substituted property") that is the same or identical to the property disposed of, within 30 days

before and 30 days after the disposition and the Fund, or a person affiliated with the Fund, owns the substituted property 30 days after the original disposition. If a loss is suspended, the Fund cannot deduct the loss from the Fund's capital gains until the substituted property is sold and is not reacquired by the Fund, or a person affiliated with the Fund, within 30 days before and after the sale.

The Portfolio will include securities that are not denominated in Canadian dollars. Proceeds of disposition of securities, dividends, distributions, interest and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars using the appropriate exchange rates determined in accordance with the detailed rules in the Tax Act in that regard. The Fund may realize gains or losses by virtue of the fluctuation in the value of foreign currencies relative to Canadian dollars.

The Fund intends to hedge foreign currency exposure through the use of derivative instruments, as described under "Investment Strategy – Foreign Currency Hedging and Use of Derivatives". Subject to the derivative forward agreement rules (the "DFA Rules"), gains or losses realized on such derivatives by virtue of the fluctuation of foreign currencies against the Canadian dollar will be treated and reported for purposes of the Tax Act on capital account provided and to the extent that there is sufficient linkage with securities held on capital account.

The DFA Rules target certain financial arrangements that seek to reduce tax by converting the return on an investment that would otherwise have the character of ordinary income to a capital gain. The DFA Rules are broadly drafted and could apply to other agreements or transactions (including forward currency contracts). See "Risk Factors – Taxation of the Fund".

If the Fund enters into other derivative transactions where there is insufficient linkage with securities held on capital account, the Fund will treat gains and losses on such derivatives on income account rather than as capital gains and capital losses. Gains and losses on short sales will generally be on income account.

The Fund will derive income or gains from investments in countries other than Canada and, as a result, may be liable to pay tax to such countries. To the extent that such foreign tax paid qualifies as an income or profits tax (for example, withholdings on foreign source interest) and does not exceed 15% of such amount and has not been deducted in computing the Fund's income, the Fund may designate a portion of its foreign source income in respect of a Unitholder so that such income and a portion of the foreign tax paid by the Fund may be regarded as foreign source income of, and foreign tax paid by, the Unitholder for the purposes of the foreign tax credit provisions of the Tax Act. To the extent that such foreign tax paid by the Fund exceeds 15% of the amount included in the Fund's income from such investments, such excess may generally be deducted by the Fund in computing its income for the purposes of the Tax Act.

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income. Any losses of the Fund may not be allocated to Unitholders but may be carried forward and back and deducted in computing the taxable income of the Fund in accordance with the detailed rules of the Tax Act.

### **Taxation of Unitholders**

A Unitholder will generally be required to include in computing income for a taxation year the amount of the Fund's net income for the taxation year, including net realized taxable capital gains, paid or payable to the Unitholder (whether in cash or in Units) in the taxation year. The non-

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

Provided that appropriate designations are made by the Fund, such portion of the net realized taxable capital gains of the Fund as is paid or payable to a Unitholder will effectively retain its character and be treated as such in the hands of the Unitholder for purposes of the Tax Act.

Under the Tax Act, the Fund is permitted to deduct in computing its income for a taxation year an amount that is less than the amount of its distributions for the year. This will enable the Fund to utilize, in a taxation year, losses from prior years without affecting the ability of the Fund to distribute its income annually. The amount distributed to a Unitholder but not deducted by the Fund will not be included in the Unitholder's income. However, the adjusted cost base of the Unitholder's Units will be reduced by such amount (other than the non-taxable portion of the Fund's net realized capital gains paid or payable and designated to a Unitholder in a taxation year). On the disposition or deemed disposition of a Unit (whether on a sale, redemption or otherwise), the Unitholder will realize a capital gain (or capital loss) to the extent that the Unitholder's proceeds of disposition (other than any amount payable by the Fund which represents an amount that is otherwise required to be included in the Unitholder's income as described above) exceed (or are less than) the aggregate of the 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, the cost of the newly acquired Units will be averaged with the adjusted cost base of all Units owned by the Unitholder as capital property immediately before that time. The cost of Units acquired as a distribution of income or capital gains will generally be equal to the amount of the distribution. A consolidation of Units following a distribution paid in the form of additional Units will not be regarded as a disposition of Units and will not affect the aggregate adjusted cost base to a Unitholder of Units.

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

If a Unitholder would otherwise realize a capital loss on the disposition of a Unit and the Unitholder, the Unitholder's spouse or another person affiliated with the Unitholder (including a corporation controlled by the Unitholder) acquires Units within 30 days before or after the disposition which are considered to be "substituted property", the Unitholder's capital loss may be deemed to be a superficial loss. If so, the Unitholder will not be allowed to recognize the capital

loss and it will be added to the adjusted cost base to the owner of the Units that are substituted property.

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

### **Taxation of Plan Trusts**

Amounts of income and capital gains included in income of a Plan Trust (as defined below) are generally not taxable under Part I of the Tax Act, provided that the Units are qualified investments for the Plan Trust. See "Income Tax Considerations - Status of the Fund". Unitholders should consult their own advisors regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a Plan Trust.

### **Tax Implications of the Fund's Distribution Policy**

The NAV per Unit will, in part, reflect any income and gains of the Fund that have accrued or been realized but not made payable at the time Units were acquired. A Unitholder who acquires Units, including on a distribution in the form of Units, may become taxable on the Unitholder's share of income and capital gains of the Fund that accrued before Units were acquired. The consequences of acquiring Units late in the calendar year will generally depend on the amount of distributions throughout the year and whether a special distribution to Unitholders as described under "Distribution Policy" is necessary to ensure that the Fund will not be liable for non-refundable income tax on such amounts under the Tax Act.

### **Eligibility for Investment**

Provided that the Fund qualifies, and continues at all times to qualify, as a "mutual fund trust" within the meaning of the Tax Act, the Units will be qualified investments for trusts governed by registered retirement savings plans ("RRSPs"), registered retirement income funds ("RRIFs"), deferred profit sharing plans, registered disability savings plans, registered education savings plans and tax free savings accounts ("TFSA") (collectively, "Plan Trusts").

If the Units are "prohibited investments" for a TFSA, RRSP or RRIF, the holder of the TFSA or the annuitant of the RRSP or RRIF, as the case may be, will be subject to a penalty tax as set out in the Tax Act. The Units will not be "prohibited investments" on the date of this Annual Information Form provided the holder of the TFSA or the annuitant of the RRSP or RRIF, as the case may be, for purposes of the Tax Act, (i) deals at arm's length with the Fund, or (ii) does not have a "significant interest" in the Fund. A significant interest generally means the ownership of 10% or more of the value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with whom the holder or the annuitant does not deal at arm's length. In addition, the Units will not be a prohibited investment if they are considered "excluded property" as defined in the Tax Act. Investors intending to hold Units in a TFSA, RRSP or RRIF should consult their own advisors as to whether Units would be a prohibited investment in their particular circumstances.



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

### **Manager of the Fund**

The Manager performs the management functions of the Fund pursuant to the second amended and restated management agreement made as of March 26, 2015 between the Manager and the Fund (the "Management Agreement"). The Manager provides all administrative services required by the Fund. The Manager carries on business at 910 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

### **Duties and Services to be Provided by the Manager**

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

### **Details of the Management Agreements**

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

Unless the Manager resigns or is removed as described below, the Manager will continue as Manager until the termination of the Fund. The Manager may resign if the Fund is in breach or default of the provisions of the Management Agreement and, if capable of being cured, any such breach or default has not been cured within 30 days' notice of such breach or default to the Fund. The Manager is deemed to have resigned if the Manager becomes bankrupt or insolvent. The Manager may not be removed as Manager of the Fund other than by the approval of Unitholders by a resolution passed by at least 66 2/3% of the votes cast at a meeting called and held for such purpose. In the event that the Manager is in material breach or default of the provisions of the Management Agreement and, if capable of being cured, any such breach or default has not been cured within 30 days' notice of such breach or default to the Manager, the Trustee shall give notice thereof to Unitholders and Unitholders may direct the Trustee to remove the Manager as manager of the Fund and appoint a successor Manager.



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

### **Officers and Directors of the Manager of the Fund**

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

<b><u>Name and Municipality of Residence</u></b>	<b><u>Position with Manager</u></b>	<b><u>Principal Occupation</u></b>
MICHAEL GELBLAT Old Bethpage, New York	Co-Founder, Chief Executive Officer, Chief Investment Officer and Director	Co-Founder, Chief Executive Officer, Chief Investment Officer and Director
KEVIN CONNORS Fairfield, Connecticut	Managing Director	Portfolio Manager
PAUL MARHAN Glen Ridge, New Jersey	Portfolio Manager	Portfolio Manager
PAUL TRAVERS Westport, Connecticut	Portfolio Manager	Portfolio Manager
STEVEN GUTMAN Irvington, New York	General Counsel, Chief Compliance Officer and Secretary	General Counsel, Chief Compliance Officer and Secretary
JOSHUA SPIERER Staten Island, New York	Chief Financial Officer	Chief Financial Officer
DARYL PHILLS New York, New York	Director of Operations	Director of Operations
CHRISTOPHER GOVAN Oakville, Ontario	Director	Chief Financial Officer, Onex Corporation
STUART KOVENSKY Armonk, New York	Co-Founder and Director (no longer working full time)	Co-Founder and Director (no longer working full time)
SETH MERSKY Toronto, Ontario	Director	Senior Managing Director, Onex Corporation

The following is a brief description of the background of the individuals listed above:

**Michael Gelblat.** Mr. Gelblat is a Co-Founder, Chief Executive Officer, Chief Investment Officer, Director and member of the Management and Investment Committees of the Manager. He oversees all activities of the Manager. Mr. Gelblat has 30 years of experience. Before forming the Manager, Mr. Gelblat accumulated over a decade of experience as a portfolio manager and securities analyst for the event-driven and distressed debt alternative strategies of John A. Levin Co., Inc., as a principal of Redwood Capital Management and as a Director of SG Cowen, where he managed a proprietary trading group focused on distressed securities. Mr. Gelblat has also held positions with Société Générale, European American Bank, ABN AMRO Bank N.V., Standard Chartered Bank and BancBoston Financial Company. Mr. Gelblat earned his B.S. from the State University of New York at Albany.

**Kevin Connors.** Mr. Connors is a Managing Director and member of the Investment Committee of the Manager. Mr. Connors has 34 years of experience. Before joining the Manager, Mr. Connors was a Managing Director of RBS and a Senior Managing Director with Bear Stearns & Co. At both firms Mr. Connors was responsible for identifying, transacting and investing in special situation/distressed assets including securities, loans, claims and restructured equities in various sectors. He worked at Salomon Brothers and began his career with Price Waterhouse. Mr. Connors earned his B.S. in Accounting from Villanova University and passed his CPA exam.

**Paul Marhan.** Mr. Marhan is a Portfolio Manager and member of the Investment Committee of the Manager. Mr. Marhan has 26 years of experience. Before joining the Manager, Mr. Marhan was a Senior Managing Director in Bear Stearns & Co.'s Distressed/Special Situations Group where he was responsible for the identification, analysis and management of distressed opportunities in various sectors. He was also Managing Director and Senior Consultant at Kahn Consulting where he worked on restructuring and crisis management engagements. Mr. Marhan began his career at Ernst & Whinney. Mr. Marhan earned his B.A. from James Madison University, his M.B.A. from New York University's Stern School of Business and is a Certified Public Accountant.

**Paul Travers.** Mr. Travers is a Portfolio Manager and a member of the Investment Committee of the Manager, with a focus on the firm's par and long-only loan strategies. Mr. Travers has 33 years of experience. Before joining the Manager, he was a Principal at DiMaio Ahmad Capital, where he built and managed the firm's \$2.5 billion CLO business. Previously, he worked at Credit Agricole Indosuez, where as a Managing Director he managed the bank's \$2.3 billion CLO/CBO business, and at Merrill Lynch Asset Management, where, as Portfolio Manager and Managing Director he managed the firm's floating rate mutual funds with assets over \$10 billion. He also held positions at Bear Stearns & Co., BHF Bank, BAI Banking Corp and Chase Manhattan Bank. Mr. Travers earned his B.A. in Economics from State University of New York at Albany and his M.B.A from Fordham University.

**Steven Gutman.** Mr. Gutman is the General Counsel, Chief Compliance Officer, Secretary and member of the Management and Investment Committees of the Manager. As General Counsel, he is responsible for all legal matters related to the firm in addition to assisting in structural and legal matters pertaining to investments held in portfolios managed by the firm. As Chief Compliance Officer, Mr. Gutman develops, communicates, and enforces the Manager's compliance policies and procedures. Mr. Gutman has 35 years of experience in the financial services industry. Before joining the Manager in 2006, Mr. Gutman practiced finance and insolvency law at Luskin, Stern & Eisler LLP. He also held various positions over 13 years with affiliates of ABN AMRO Bank N.V.,

including that of general counsel for European American Bank and for North America Special Credits. Mr. Gutman earned his B.A. from the University of Rochester and his J.D. from Washington University School of Law.

**Joshua Spierer.** Mr. Spierer is the Chief Financial Officer and member of the Management Committee of the Manager. Mr. Spierer has overall responsibility for financial matters at the Manager, including oversight of operations, reporting and internal controls, and the asset settlement and valuation process. Mr. Spierer reviews data analysis, performs due diligence on service providers, and works closely with the Chief Investment Officer to ensure resources are effectively employed toward the achievement of the firm's strategic plan. He directs the preparation and submission of annual financial and budgetary reports, as well as internal audit functions. Mr. Spierer has 19 years of experience. Before joining the Manager, Mr. Spierer was the Controller for event-driven funds for John A. Levin & Co. where he worked for six years with both Michael Gelblat and Stuart Kovensky. He also spent four years at Eisner LLP in various positions, including Senior Accountant. Mr. Spierer earned his B.A. from Queens College and is a Certified Public Accountant.

**Daryl Phills.** Mr. Phills is the Director of Operations and member of the Management Committee of the Manager. Mr. Phills oversees and coordinates financial operations across the firm. Mr. Phills has 14 years of experience. Before joining the Manager, he was a Vice President at Credit Suisse where he assisted in managing the middle office for a \$32 billion platform including a mix of products such as collateralized loan obligations (US & Euro), high yield bond portfolios, and separately managed accounts. Mr. Phills was responsible for managing all operational aspects for each product type. His oversight included functions ranging from pre-trade compliance and investment guideline monitoring, performance and P&L reporting, fund administration (all products), CLO warehouse modeling and maintenance, review of indentures, investment management agreements, and offering memorandums for new deals. He was also responsible for final review and sign-off on all monthly investor report and quarterly waterfall payment reports. Prior to that he was an analyst at Trust Company of the West where he worked closely with the portfolio managers and traders to run hypothetical trade analysis on various CLO accounts while monitoring key collateral quality tests and compliance items. He previously held positions at Wells Fargo Bank and Prudential Financial.

**Christopher Govan.** Mr. Govan is the Chief Financial Officer of Onex Corporation ("Onex") and Director of the Manager. Mr. Govan has overall responsibility for Onex' finance, treasury, fund management, corporate administration, and information technology functions. He also provides advice on corporate structure, financing and due diligence for both new acquisitions and existing operating companies. Mr. Govan joined Onex in 1998 to head up its tax function and was a Managing Director from 2008 until his appointment as Chief Financial Officer in early 2015. Prior to joining Onex, Mr. Govan was a Senior Tax Manager in Arthur Andersen's Toronto office. Mr. Govan is a Chartered Accountant and holds Masters of Accounting and B.A. degrees from the University of Waterloo.

**Stuart Kovensky.** Mr. Kovensky is a Co-Founder, Director and member of the Investment Committee of the Manager, no longer working full-time. Mr. Kovensky has 26 years of experience. Before forming the Manager, Mr. Kovensky worked as a portfolio manager and securities analyst for the event-driven and distressed debt alternative strategies of John A. Levin & Co., Inc. He also worked at Murray Capital Management for five years where he was a Principal and the Head of Research. Earlier in his career, he worked for six years at Chase Manhattan Bank, N.A. and Chase Securities, Inc. During that period, he held positions in corporate and international finance and in the high-yield finance group, where he was involved with originating debt

transactions across a wide range of industries. Mr. Kovensky earned his B.S. with honors from Binghamton University in management with a concentration in finance and his M.B.A. from New York University's Stern School of Business.

**Seth Mersky.** Mr. Mersky is a Senior Managing Director of Onex and Director of the Manager. Since joining Onex, Mr. Mersky has led a number of private equity transactions, including the acquisition and subsequent realizations of BC Sugar, Spirit AeroSystems, Allison Transmission and Tomkins; and the acquisition of Sitel Worldwide. Mr. Mersky serves on the boards of Sitel Worldwide, BBAM, Advanced Integration Technology (AIT) and the Manager. He also serves on the board of Village Community Schools. Prior to joining Onex, he was Senior Vice-President, Corporate Banking, at Bank of Nova Scotia. Mr. Mersky holds a B.S. in Accounting and Philosophy from the University of Delaware.

### **The Portfolio Advisor**

Onex Credit is also the portfolio advisor to the Fund.

Onex is one of the oldest and most well-respected private equity firms, with offices in Toronto, New York and London. Founded in 1984, Onex is guided by an ownership culture focused on achieving strong absolute growth, with an emphasis on capital preservation. As of December 31, 2014, Onex had approximately US\$21 billion of assets under management, including US\$6 billion of its own capital, in private equity and credit securities. Onex shares trade on the Toronto Stock Exchange under the stock symbol OCX.

Onex Credit is the exclusive credit investing platform of Onex. Onex Credit has a 13-year track record of successfully managing investment strategies focused on senior debt that have generated attractive risk adjusted returns. As of December 31, 2014, Onex Credit managed approximately US\$5 billion in senior credit strategies for institutional and individual investors globally.

### **The Trustee**

Computershare Trust Company of Canada is the trustee of the Fund under the Declaration of Trust, and is responsible for certain aspects of the Fund's administration. The address of the Trustee is 100 University Avenue, Toronto, Ontario M5J 2Y1.

Pursuant to the Declaration of Trust, the Trustee is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Unitholders and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that the Trustee will not be liable in carrying out its duties under the Declaration of Trust except in cases of wilful misconduct, bad faith, negligence or the disregard of its obligations or duties or breach of its standard of care and duty. The Trustee and each of its directors, officers, and employees will be indemnified by the Fund for all liabilities and expenses reasonably incurred in connection with any action, suit or proceeding that is proposed or commenced or other claim that is made against the Trustee or any of its officers, directors or employees in the exercise of its duties under the Declaration of Trust, except those resulting from such person's wilful misconduct, bad faith, negligence, disregard of such person's obligations or duties or breach of their standard of care in relation to the matter in respect of which indemnification is claimed. The Declaration of Trust provides that the Trustee may delegate certain powers to the Manager.

The Trustee is entitled to fees for its services under the Declaration of Trust as described under “Fees and Expenses — Ongoing Fees and Expenses” and will be reimbursed by the Fund for all reasonable costs and expenses incurred by it on behalf of the Fund.

### **The Custodian**

Citibank Canada (the “Custodian”) is custodian of the assets of the Fund pursuant to a custodian agreement between the Fund and the Custodian (the “Custodian Agreement”) dated November 20, 2009. The Custodian's principal place of business in respect of the Fund is Toronto, Ontario. The Custodian Agreement provides that the Custodian, except as described below, will receive and hold all cash, portfolio securities and other assets of the Fund for safekeeping. The Custodian receives fees for custodial services provided to the Fund. The Custodian may appoint sub-custodians who are qualified to act as such. In addition, the Custodian or an affiliate calculates the NAV of the Fund.

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

### **Auditor**

The auditors of the Fund are Collins Barrow Toronto LLP at its principal office located at 11 King Street West, 7th Floor, Toronto, Ontario M5H 4C7.

### **Transfer Agent and Registrar**

Computershare Investor Services Inc., at its principal office in Toronto, is the registrar, transfer agent and distribution agent for the Units pursuant to a registrar, transfer agency and distribution agency agreement entered into as of November 19, 2010.

### **Servicer**

FA Administration Services Inc. (the “Servicer”) provides certain administrative services to the Manager and the Fund pursuant to a servicing agreement entered into on November 20, 2009 (the “Servicing Agreement”). The Servicing Agreement provides that the Servicer will provide certain bookkeeping, investor relations and other services to the Manager and the Fund. The fees of the Servicer are paid by the Manager and not the Fund. The Servicer will be reimbursed by the Fund for all reasonable out-of-pocket expenses incurred by the Servicer.

## **FUND GOVERNANCE**

### **Policies on Proxy Voting**

The Manager has established a proxy voting policy (the “Proxy Voting Policy”) that provides that the Manager votes the securities in the Portfolio in the best interests of the

Unitholders. The Proxy Voting Policy provides that routine, uncontested matters to be considered at annual general meetings will generally be voted in accordance with management's recommendations. More complex, non-routine matters (i.e. certain issues related to the compensation and liability of directors, amendments to the constating documents of an issuer, share and debt issuances, related party transactions, reorganizations, restructurings, shareholder proposals and proposals relating to corporate social responsibility) will be decided on a case-by-case basis.

The Proxy Voting Policy also provides procedures for dealing with potential conflicts of interest, the delegation of proxy voting services to third party service providers such as Institutional Shareholder Services Canada Corp. and recordkeeping obligations whereby the Manager will maintain records of all votes cast by the Fund. The Manager will publish these records on an annual basis on the Fund's web site at [www.ocpcreditstrategy.com](http://www.ocpcreditstrategy.com). A copy of the Proxy Voting Policy is available on request by contacting the Manager at 1-877-260-4055.

### **Independent Review Committee**

The Fund has appointed Messrs. Eamonn McConnell (Chair), W. William Woods and Michael M. Boyd as members of the independent review committee.

The mandate and responsibilities of the IRC are set out in its charter. 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 is subject when managing the Fund. The Manager is required under NI 81-107 to identify conflicts of interest inherent in its management of the Fund, and request input from the IRC on how it manages those conflicts of interest, as well as on its written policies and procedures outlining its management of those conflicts of interest.

The Manager must refer its proposed course of action in respect of any such conflict of interest matters to the IRC for its review. Certain matters require the IRC's prior approval, but in most cases the IRC will provide a recommendation to the Manager as to whether or not, in the opinion of the IRC, the Manager's proposed action provides a fair and reasonable result for the Fund. For recurring conflict of interest matters, the IRC can provide the Manager with standing instructions.

The IRC consists of three members. The members of the IRC are indemnified by the Fund, in keeping with NI 81-107. The IRC members will not be responsible for the investments made by the Fund, or for the performance of the Fund. The members of the IRC serve in a similar capacity in respect of other funds managed by the Manager.

The fees and expenses of running the IRC are paid by the Fund as discussed below. In addition, the IRC has the authority, pursuant to NI 81-107 to retain independent counsel or other advisors, at the expense of the Fund, if the members deem it necessary to do so.

The Fund shares its IRC with other investment funds managed by the Manager, and the fees and expenses associated with the IRC are shared among these funds. The relationship with the IRC is administered by the Servicer. For the most recently completed financial year, the IRC members received the following amounts in fees and in reimbursement of expenses, in aggregate for all of the investment funds managed by the Manager or its affiliates:

<i>IRC Member</i>	<i>Aggregate Annual Fees*</i>	<i>Expenses Reimbursed</i>	<i>Indemnities Paid</i>
Eamonn McConnell**	\$17,000.00	None	None
W. William Woods	\$14,000.00	None	None
Michael M. Boyd	\$14,000.00	None	None

\* Plus applicable taxes

\*\* Chair of the IRC

The IRC will report at least annually to the Unitholders on its activities, as required by NI 81-107. The reports of the IRC will be available free of charge from the Manager on request by contacting the Manager at its office and will be posted on the Fund’s website at [www.ocpcreditstrategy.com](http://www.ocpcreditstrategy.com). The annual report of the IRC will be available on or before March 31 in each year.

### **INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS**

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

### **CONFLICTS OF INTEREST**

The Manager and its affiliates are engaged in a wide range of investment management, investment advisory and other business activities. The services provided by the Manager under the Management Agreement are not exclusive and nothing in that agreement prevents the Manager or any of its affiliates from providing similar services to other investment funds and other persons (whether or not their investment objectives, strategies and policies are similar to those of the Fund) or from engaging in other activities. The Manager’s investment decisions for the Fund will be made independently of those made for other persons and independently of its own investments.

Whenever the Manager proposes to make an investment, the investment opportunity will be allocated, on an equitable basis between the Fund and any other fund for which the proposed investment would be within such fund’s investment objectives, as required by the Management Agreement.

Where the Manager or its affiliates otherwise perceives, in the course of its business, that it is or may be in a material conflict of interest position, the matter will be referred to the IRC.

The IRC will consider all matters referred to it and provide its recommendations to the Manager as soon as possible. See “Fund Governance – Independent Review Committee”.

### **MATERIAL CONTRACTS**

The following contracts can reasonably be regarded as material contracts of the Fund:

1. the Declaration of Trust described under “Organization and Management Details of the Fund”, “Overview of the Investment Structure” and “Securityholder Matters”;

2. the Management Agreement described under “Organization and Management Details of the Fund”;
3. the Custodian Agreement described under “Organization and Management Details of the Fund”; and
4. the Servicing Agreement described under “Organization and Management Details of the Fund”.

Copies of the agreements referred to above are available on SEDAR at [www.sedar.com](http://www.sedar.com).

## **FEES AND EXPENSES**

### **Management Fee**

Pursuant to the terms of the Management Agreement, the Manager is entitled to an annual management fee (the “Management Fee”) 1.25% of the NAV of the Fund calculated weekly and paid monthly in arrears by the Fund, plus an amount equal to the Servicing Fee (as hereinafter defined), plus applicable taxes, is paid to the Manager.

### **Performance Fee**

Only once a Unitholder has achieved a preferred return of 8.0% (the “Preferred Return”) will Onex Credit be eligible to receive, for each fiscal year of the Fund, a performance fee (the “Performance Fee”). The Performance Fee shall be calculated and accrue monthly and be paid annually (except that when Units are redeemed the accrued Performance Fee in respect of such Units will be paid at the time of such redemption). The amount of the Performance Fee shall be determined as of December 31 of each year (the “Determination Date”). The Performance Fee for a given year will be an amount for each Unit then outstanding equal to 15% of the amount by which the sum of (i) the NAV of such Unit at the Determination Date (calculated without taking into account the Performance Fee), and (ii) the distributions paid on such Unit during the previous 12 months (such sum being referred to as the “Return”), exceeds the Threshold Amount (the “Excess Return”); provided that no Performance Fee will be paid unless the Return exceeds 108% (the “Threshold Rate”) of the Threshold Amount. If the Return exceeds 108% of the Threshold Amount, Onex Credit will be entitled to a Performance Fee equal to 15% of the Excess Return; provided that after the payment of the Performance Fee, in any fiscal year, the return to a Unitholder will be at least equal to the Preferred Return.

The Threshold Amount is the greater of: (i) the NAV per Unit on the Determination Date for the previous fiscal year (after payment of such Performance Fee); and (ii) the NAV per Unit on the Determination Date in the last fiscal year in which a Performance Fee was paid (after payment of such Performance Fee) reduced by the amount of distributions paid in any subsequent year in which no Performance Fee has been earned. In respect of any Units which are redeemed, the Threshold Rate and the Preferred Return will be reduced proportionately to reflect the number of days remaining in the year from the date of such redemption to December 31.

### **Servicing Fee**

A servicing fee (the Servicing Fee) will be payable by the Manager to each dealer whose clients hold Units. The Servicing Fee will accrue daily and be paid quarterly in arrears and will be equal to 0.40% annually of the NAV per Unit, plus applicable taxes.



## **Ongoing Fees and Expenses**

The Fund pays for all ordinary expenses incurred in connection with its operation and administration. These expenses include, without limitation: mailing and printing expenses for periodic reports to Unitholders and other Unitholder communications including marketing and advertising expenses; fees payable to the registrar and transfer agent; premiums for directors' and officers' insurance coverage for the directors and officers of the Manager, members of the Independent Review Committee and the Manager; any reasonable out-of-pocket expenses incurred by the Manager or its agents in connection with their on-going obligations to the Fund; fees payable to the auditors and legal advisors of the Fund; regulatory filing, licensing fees; costs associated with currency hedging; any fees related to investments made or considered including research expenses; and any expenditures incurred upon the termination of the Fund. Such expenses also include expenses of any action, suit or other proceedings in which or in relation to which the Manager is entitled to indemnity by the Fund (as described under "Organization and Management Details of the Fund— Manager of the Fund").

## **OTHER MATERIAL INFORMATION**

### **Risk Factors**

In addition to the considerations set out elsewhere in this Annual Information Form, the following are certain considerations relating to an investment in Units which prospective investors should consider before purchasing any Units.

### **No Assurances of Achieving Investment Objectives**

There is no assurance that the Fund will be able to achieve its investment objectives. The funds available for distribution to Unitholders will vary according to, among other things, the interest and distributions paid on the investments in the Portfolio and the value of the securities in the Portfolio. There is no assurance that the Portfolio will earn any return. No assurance can be given as to the amount of distributions in future years. No assurance can be given that the NAV per Unit will appreciate or even be preserved.

It is possible that, due to declines in the market value of the securities in the Portfolio or the distributions made thereunder, the Fund will have insufficient assets to achieve in full its investment objectives, including that of long-term total returns.

### **Risks Associated with the Fund's Investments**

#### *High-Yield Securities*

The Fund may make investments in "high-yield" bonds and preferred securities that are not investment grade. Securities in the lower rating categories are subject to greater risk of loss, as to timely repayment of principal and timely payment of interest or dividends than higher-rated securities. They are also generally considered to be subject to greater risk than securities with higher ratings in the case of deterioration of general economic conditions. The yields and prices of lower-rated securities may tend to fluctuate more than those for higher-rated securities.

In addition, adverse publicity and investor perceptions about lower-rated securities, whether or not based on fundamental analysis, may be a contributing factor in a decrease in the value and liquidity of the securities.

High-yield securities that are rated BB or lower by Standard & Poor's or Ba or lower by Moody's Investor Services Inc. are often referred to in the financial press as "junk bonds" and may include securities of issuers in default. "Junk bonds" are considered by the ratings agencies to be predominantly speculative and may involve major risk exposures such as: (i) vulnerability to economic downturns and changes in interest rates; (ii) sensitivity to adverse economic changes and corporate developments; (iii) redemption or call provisions which may be exercised at inopportune times; and (iv) difficulty in accurately valuing or disposing of such securities.

#### *Commercial Loans; Loan Participations*

An investment in interests in syndicated, commercial bank loans, whether acquired through assignment or participation ("Loan Participation"), may involve certain risks. Under the agreements governing most syndicated loans, should the Fund, as a holder of an interest in a syndicated loan, wish to call a default or exercise remedies against a borrower, it could not do so without the agreement of at least a majority of the lenders. Further, actions could be taken by a majority of the other lenders, or in some cases, a single agent bank, without the consent of the Fund. The Fund would, nevertheless, be liable to indemnify the agent bank for the Fund's rateable share of expenses or other liabilities incurred in such connection and, generally, with respect to the administration and any renegotiation or enforcement of the syndicated loans. Moreover, an assignee or participant in a loan may not be entitled to certain gross-up payments in respect of withholding taxes and other indemnities that otherwise might be available to the original holder of the loan.

The Fund may invest in corporate secured and unsecured loans acquired through assignment or Loan Participations. While the Fund will favour acquiring loans through assignment (rather than Loan Participations), it may not always be able to do so. In purchasing Loan Participations, the Fund will usually have a contractual relationship only with the selling institution, and not the borrower. The Fund generally will have no right directly to enforce compliance by the borrower with the terms of the loan agreement, nor any rights of set-off against the borrower, nor will it have the right to object to certain changes to, or waivers under, the loan agreement agreed to by the selling institution. The Fund may not directly benefit from the collateral supporting the related secured loan and may be subject to any rights of set-off the borrower has against the selling institution.

In addition, in the event of the insolvency of the selling institution, under the laws of the United States and the states thereof the Fund may be treated as a general creditor of such selling institution, and may not have any exclusive or senior claim with respect to the selling institution's interest in, or the collateral with respect to, the secured loan. Consequently, the Fund may be subject to the credit risk of the selling institution as well as of the borrower. Certain of the secured loans or Loan Participations may be governed by the law of a jurisdiction other than a United States jurisdiction which may present additional risks as regards the characterization under such laws of such Loan Participation in the event of the insolvency of the selling institution or the borrower.

#### *Debt Obligations of Stressed Issuers*

The Fund may invest in debt and equity securities and derivatives thereon, accounts and notes payable, loans, private claims and other financial instruments and obligations of non-investment grade and troubled companies which may result in significant returns to the Fund, but which involve a substantial degree of risk. The Fund may lose its entire investment in a troubled company, may be required to accept cash or securities with a value less than its investment and may be prohibited from exercising certain rights with respect to such investment. Troubled

company investments may not pay current interest and may not show any returns for a considerable period of time. Funding a plan of reorganization involves additional risks, including risks associated with equity ownership in the reorganized entity. Troubled company investments may be adversely affected by state, provincial and federal laws relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and the bankruptcy court's discretionary power to disallow, subordinate or disenfranchise particular claims. Investments in securities and private claims of troubled companies made in connection with an attempt to influence a restructuring proposal or plan of reorganization in a bankruptcy case may also involve substantial litigation.

Some troubled companies in the United States may take advantage of the Chapter 11 reorganization process, often a lengthy and contentious process, seeking to achieve a consensual reorganization. In order to achieve a consensual plan and expedite distributions, secured and other senior debt holders may agree to allocate value, which would otherwise be allocated to them on a strict priority basis, to junior creditors who would not otherwise be entitled to such value or even anything at all. If this occurs, secured and other senior creditors may receive smaller distributions than they would otherwise be entitled to under a strict priority plan, although the present value of the reduced distributions could exceed the present value of full distributions made some years later.

On the other hand, in some circumstances, holders of senior claims are unwilling to forego their absolute priorities. Senior claim holders may attempt to have their plan of reorganization approved by using the "cram down" process described below despite the risk of protracted litigation and the consequent delay in receiving distributions. A proposed plan of reorganization will be confirmed by a bankruptcy court, if, among other things, every class of creditors accepts the plan. A class of creditors has accepted a plan if at least two-thirds in amount and more than one-half in number of the allowed claims of voting creditors in such class vote to accept the plan. Acceptance by a class binds each creditor in such class. A proposed plan of reorganization will be confirmed despite the rejection by one or more dissenting classes if at least one class of creditors has accepted the plan and the plan provides that all remaining classes are dealt with based on the seniority of their claims, with each class to be paid in full before the next junior class of creditors are paid anything. In this "cram down" scenario, to the extent that the Fund holds claims that are junior to those of any dissenting class or classes, it could realize little or nothing on such claims.

The market prices of such instruments issued by troubled companies are also subject to abrupt and erratic market movements and above average price volatility, and the spread between the bid and asked prices of such instruments may be greater than normally expected. In trading distressed securities, litigation is sometimes required. Such litigation can be time-consuming and expensive, and can frequently lead to unpredicted delays or losses.

The Fund may have investments in companies involved in (or the target of) acquisition attempts or tender offers or companies involved in work-outs, liquidations, spin-offs, reorganizations, bankruptcies and similar transactions. In any investment opportunity involving any such type of business enterprise, there exists the risk that the transaction in which such business enterprise is involved either will be unsuccessful, will take considerable time or will result in a distribution of cash or a new security the value of which will be less than the purchase price to the Fund of the security or other financial instrument in respect of which such distribution is received. Similarly, if an anticipated transaction does not in fact occur, the Fund may be required to sell its investment at a loss. Because there is substantial uncertainty concerning the outcome of transactions involving financially troubled companies in which the Fund may invest, there is a potential risk of loss by the Fund of its entire investment in such companies. In connection with such transactions (or otherwise), the Fund may purchase securities on a when-issued basis, which means that delivery and payment take place sometime after the date of the commitment to purchase

and is often conditioned upon the occurrence of a subsequent event, such as approval and consummation of a merger, reorganization or debt restructuring. The purchase price and/or interest rate receivable with respect to a when-issued security are fixed when the Fund enters into the commitment. Such securities are subject to changes in market value prior to their delivery.

#### *Risks from Insufficient Collateral Securing Senior Loans*

Although the senior loans in the Portfolio will generally be secured by specific collateral, there can be no assurance the liquidation of such collateral would satisfy a borrower's obligation in the event of borrower default or that such collateral could be readily liquidated under such circumstances. In the event of bankruptcy of a borrower, delays or limitations could be experienced with respect to the ability to realize the benefits of any collateral securing a senior loan.

#### *Agent Risk*

A financial institution's employment as an agent under a senior loan might be terminated in the event that it fails to observe a requisite standard of care or becomes insolvent. A successor agent would generally be appointed to replace the terminated agent, and assets held by the agent under the loan agreement would likely remain available to holders of such indebtedness. However, if assets held by the terminated agent for the benefit of the Fund were determined to be subject to the claims of the agent's general creditors, the Portfolio might incur certain costs and delays in realizing payment on a senior loan or Loan Participation and could suffer a loss of principal and/or interest.

#### *Other Risks Associated with Senior Loans*

Many senior loans included in the Portfolio may not be rated by an approved credit rating organization, will not be registered or prospectus qualified for securities law purposes and will not be listed on any securities exchange. In addition, the amount of public information available with respect to senior loans generally may be less extensive than that available for registered or exchange listed securities. Economic and other events (whether real or perceived) can reduce the demand for certain senior loans or senior loans generally, which may reduce market prices and cause the Fund's NAV to fall.

#### **Interest Rates**

The Fund's investments may be subject to interest rate risk. Generally, the value of fixed income securities will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income securities tends to decline. Conversely, as interest rates decline, the market value of fixed income securities tends to rise. This risk will be greater for long-term securities than for short term securities. Moreover, the risk is mitigated to the extent that the Portfolio consists of assets bearing floating rates of interest, including most syndicated loan facilities. While the Fund may seek to hedge remaining interest rate risk using both corporate and governmental securities as well as derivative instruments, there is no assurance that such measures, even if implemented, will be effective.

#### **Restrictions on Trading Due to Status**

It is possible that Onex Credit may deem it necessary to seek representation for the Fund on the Board of Directors of, or on an official or unofficial creditors' committee for, a distressed

company in order to better monitor the financial condition of the distressed company or developments in the proceeding and/or to be in an improved position of advocacy during any negotiations. Such representation could, however, cause the Fund to be deemed to be an “insider” or a “fiduciary” of the distressed company or of a creditors’ committee, and the ability of the Fund to trade in the securities and claims of such company could be restricted. Similarly, in connection with the acquisition of bank debt, the Fund may receive confidential information concerning the company prior to making an investment, in which case the ability of the Fund to trade securities or claims of such company could be restricted.

### **Short Sales**

Short selling, or the sale of securities not owned by the Fund, necessarily involves certain additional risks. Such transactions expose the Fund to the risk of loss in an amount greater than the initial investment, and such losses can increase rapidly and without effective limit. There is the risk that the securities borrowed by the Fund in connection with a short sale would need to be returned to the securities lender on short notice. If such request for return of securities occurs at a time when other short sellers of the subject security are receiving similar requests, a “short squeeze” can occur, wherein the Fund might be compelled, at the most disadvantageous time, to replace borrowed securities previously sold short with purchases on the open market, possibly at prices significantly in excess of the proceeds received earlier.

### **Futures Contracts**

The Fund may invest in futures contracts to hedge currency. Futures markets are highly volatile and are influenced by numerous factors, such as changing supply and demand relationships, governmental programs and policies, national and international political and economic events, and changes in rates and prices. In addition, because of the low margin deposits required in futures trading, a high degree of leverage is typical of a futures trading account. As a result, a relatively small price movement in a futures contract may result in substantial losses to the trader. Futures trading may also be illiquid. Certain futures exchanges do not permit trading in particular contracts at prices that represent a fluctuation in price during a single day's trading beyond certain specified limits. If prices fluctuate during a single day's trading beyond those limits (which conditions have in the past sometimes lasted for several days in certain contracts) the trader could be prevented from promptly liquidating unfavourable positions and thus be subject to substantial losses.

### **Foreign Market Exposures**

Investments in the Portfolio may, at any time, include investments in issuers established in jurisdictions outside Canada and the United States. Although most of such issuers will be subject to uniform accounting, auditing and financial reporting standards comparable to those applicable to Canadian and US companies, some issuers may not be subject to such standards and, as a result, there may be less publicly available information about such issuers than a Canadian or US company. Volume and liquidity in some foreign markets may be less than in Canada and the United States and, at times, volatility of price may be greater than in Canada or the United States. As a result, the price of such securities may be affected by conditions in the market of the jurisdiction in which the issuer is located or its securities are traded. Investments in foreign markets carry the potential exposure to the risk of political upheaval, acts of terrorism and war, all of which could have an adverse impact on the value of such securities.

## **Credit Default Swaps**

The buyer of a credit default contract is obligated to pay the seller a periodic stream of payments over the term of the contract in return for a contingent payment upon the occurrence of a credit event with respect to an underlying reference obligation or entity. Certain credit default contracts may also require the buyer or the seller to make an up-front payment. Generally, a credit event means bankruptcy, failure to pay, cross default/acceleration, obligation acceleration, repudiation/moratorium or restructuring. The Fund may be either the buyer or seller in a transaction. If the Fund is a buyer and no credit event occurs, the Fund will have made fixed payments and received nothing. However, if a credit event occurs, the Fund, as a buyer, typically will receive full notional value for a reference obligation that may have little or no value. As a seller, the Fund receives a fixed rate of income throughout the term of the contract, which typically is between one month and five years, provided that no credit event occurs. If a credit event occurs, the seller may pay the buyer the full notional value of the reference obligation which may have little or no value. The value of credit default contracts may also change over the term of the contract as changes occur in the perceived risk of a credit event with respect to an underlying reference obligation or entity.

In addition to general market risks, credit default swaps are subject to liquidity risk and credit risk. Swap contracts have historically not traded on exchanges and are not otherwise regulated, and as a consequence investors in such contracts do not benefit from regulatory protections. The selling of credit default swaps involves greater risks than if the Fund had invested in the reference obligation directly. If a credit event were to occur, the value of the reference obligation received by the seller, coupled with the periodic payments previously received, may be less than the full notional value it pays to the buyer, resulting in a loss of value. The buyer of credit default swaps will incur a loss if the seller fails to perform on its obligation should a credit event occur. In certain circumstances, the buyer can receive the notional value of a credit default swap only by delivering a physical security to the seller, and is at risk if a deliverable security is unavailable or illiquid in a case where the credit default swaps are not settled by auction.

## **Reliance on Onex Credit**

Unitholders are dependent on the ability of the Manager to manage the Fund in a manner consistent with the investment objectives, strategy and restrictions of the Fund. Performance of the investments in the Portfolio will be dependent on the investments chosen by Onex Credit, which provides portfolio management services to the Fund. There is no certainty that the individuals who are principally responsible for providing administration and portfolio management services to the Fund will continue to be employed by Onex Credit. Onex Credit does not believe that the loss of any individual would materially and adversely affect its ability to perform its obligations to the Fund.

## **Currency Exposure**

As the Portfolio will be invested primarily in obligations traded in US dollars, the NAV of the Fund, when measured in Canadian dollars, will, to the extent this has not been hedged against, be affected by changes in the value of the US dollar relative to the Canadian dollar. The Fund may not be fully hedged and distributions received on the Portfolio may not be hedged and accordingly no assurance can be given that the Fund will not be adversely impacted by changes in foreign exchange rates or other factors. The use of hedges, involves special risks, including the possible default by the other party to the transaction, illiquidity and, to the extent Onex Credit's assessment of certain market movements is incorrect, the risk that the use of hedges could result in losses

greater than if the hedging had not been used. Hedging arrangements may have the effect of limiting or reducing the total returns to the Fund if Onex Credit's expectations concerning future events or market conditions prove to be incorrect. In addition, the costs associated with a hedging program may outweigh the benefits of the arrangements in such circumstances.

### **Liquidity of the Assets in the Portfolio**

The Fund's assets may, at any given time, include securities and other financial instruments or obligations which are very thinly traded or for which no market exists or which are restricted as to their transferability under applicable securities laws. The sale of any such investments may be possible only at substantial discounts. Further, such investments may be extremely difficult to value with any degree of certainty. Finally, if a substantial number of Unitholders were to redeem from the Fund and there was not a sufficient amount of cash or liquid securities, such redemption requests might have to be met through distributions of illiquid securities.

### **Fluctuations in Net Asset Value and Market Price of Units**

The NAV and the funds available for distribution will vary according to, among other things, distributions paid on the Units, the value of the investments that comprise the Portfolio, which depend, in part, upon the performance of the debt security market generally and interest rates. Additionally, external economic forces can affect the competitive strength and profitability of the borrowers of senior loans which would significantly affect the value of such senior loans. The value of the investments in the Portfolio may be affected by factors beyond the control of Onex Credit.

Units may trade in the market at a premium or discount to the NAV per Unit and there can be no assurance that Units will trade at a price equal to the NAV per Unit. Units of closed-end investment trusts frequently trade at a discount from their net asset value, which creates a risk of loss for investors when they sell units in the market at a price less than the NAV per Unit. This characteristic is a risk separate and distinct from the risk that the value of loans held in the Portfolio could decrease as a result of the investment activities with respect to the Portfolio. The NAV will be reduced by any costs associated with any leverage transactions. Whether Unitholders will realize gains or losses upon a sale of Units will depend not upon the NAV but entirely upon whether the market price of Units at the time of sale is above or below the Unitholder's purchase price for the Units. The market price of the Units will be determined by factors in addition to NAV such as relative supply of and demand for the Units in the market, general market and economic conditions, and other factors beyond the control of Onex Credit. Onex Credit cannot predict whether the Units will trade at, below or above NAV or at, below or above the initial public offering price.

### **Risks Related to Redemptions**

The purpose of the annual redemption right is to prevent Units from trading at a substantial discount and to provide investors with the right to eliminate entirely any trading discount once per year. While the redemption right provides investors the option of annual liquidity, there can be no assurance that it will reduce trading discounts. There is a risk that the Fund may incur significant redemptions if Units trade at a significant discount to their NAV, thereby providing arbitrage traders an opportunity to profit from the difference between the applicable NAV and the discounted market price at which they purchased their Units.



If a significant number of Units are redeemed, the trading liquidity of the Units could be significantly reduced. In addition, the expenses of the Fund would be spread among fewer Units resulting in a potentially lower distribution per Unit. The Manager has the ability to terminate the Fund if, in its opinion, it would be in the best interests of Unitholders to do so. The Manager may also suspend the redemption of Units in the circumstances described under “Redemptions – Suspension of Redemptions”.

Other closed-end funds with annual redemption rights similar to the redemption rights in respect of the Units have experienced significant redemptions on annual redemption dates in the past.

### **Potential Conflicts of Interest**

The Manager and its directors and officers and its affiliates and associates may engage in the promotion, management or investment management of other accounts, funds or trusts which invest primarily in the securities held by the Fund.

Although officers, directors and professional staff of the Manager will devote as much time to the Fund as is deemed appropriate to perform their duties, the staff of the Manager may have conflicts in allocating their time and services among the Fund and the other funds managed by the Manager.

### **Residency of the Manager**

The Manager is resident outside Canada and all or a substantial portion of its assets are located outside Canada. As a result, anyone seeking to enforce legal rights against it may find it difficult to do so.

### **Changes in Legislation**

There can be no assurance that income tax, securities and other laws or the interpretation and application of such laws by courts or governmental authorities will not be changed in a manner which adversely affects the distributions received by the Fund or by the Unitholders or the taxation of the Fund or Unitholders generally.

### **Taxation of the Fund**

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

The SIFT Rules will apply to a mutual fund trust that is a SIFT trust. The Fund will not be a SIFT trust for the purposes of these rules because it will not hold any “non-portfolio property” (as defined in the Tax Act). If the SIFT Rules were to apply to the Fund, they may have an adverse impact on the Fund including on the distributions received by Unitholders.

If the Fund experiences a “loss restriction event” as defined in the Tax Act, the Fund (i) will be deemed to have a year-end for tax purposes (which, if the Fund has not distributed sufficient net income and net realized capital gains, if any, for such taxation year, would result in



the Fund being liable for income tax on such amounts under Part I of the Tax Act), and (ii) will become subject to the loss restriction rules generally applicable to a corporation that experiences an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, the Fund would be subject to a loss restriction event if a person becomes a “majority-interest beneficiary”, or a group of persons becomes a “majority-interest group of beneficiaries”, of the Fund, as those terms are defined in the Tax Act. Generally, a Unitholder would be a majority-interest beneficiary of the Fund if the Unitholder, together with persons and partnerships with whom the Unitholder is affiliated, own more than 50% of the Units of the Fund. The Fund understands that the Department of Finance (Canada) may be considering relieving amendments to the loss restriction event rules but there is no assurance that any such amendments will be made. The rules relating to trust loss restriction events include certain exceptions and have recently been amended to provide certain relief for “investment funds”, as defined in such rules. The Department of Finance has issued a comfort letter indicating that it is considering further relieving amendments.

The Fund will treat gains or losses on the disposition of its long positions in securities in the Portfolio as capital gains and losses. Onex Credit seeks to hedge to the Canadian dollar not less than 90% of the Portfolio’s investments denominated in currencies other than the Canadian dollar. Subject to the discussion below regarding the DFA Rules, gains or losses realized on such derivatives by virtue of the fluctuation of foreign currencies against the Canadian dollar will be treated and reported for purposes of the Tax Act on capital account provided and to the extent that there is sufficient linkage to securities held on capital account. If dispositions of long positions in securities in the Portfolio or such derivative transactions of the Fund were not on capital account, the net income of the Fund for tax purposes and the taxable component of distributions to Unitholders could increase.

The DFA Rules target certain financial arrangements (referred to as “derivative forward agreements”) that seek to reduce tax by converting the return on an investment that would otherwise have the character of ordinary income to a capital gain. The DFA Rules are broadly drafted and could apply to other agreements or transactions (including forward currency contracts).

If the DFA Rules were to apply to certain derivatives utilized by the Fund, the gains realized in respect of such derivatives could be treated as ordinary income rather than capital gains. Counsel understand that, in response to inquiries from industry participants, the Department of Finance (Canada) is considering clarifying the application of the DFA Rules, including with respect to currency hedging transactions.

## **U.S. Tax Risk**

The Foreign Account Tax Compliance Act (“FATCA”) regime in the U.S. Internal Revenue Code requires a “foreign financial institution” (“FFI”), which includes an investment fund established outside of the United States, to undertake certain due diligence, reporting, withholding and certification obligations with respect to its direct and certain indirect investors. Failure to comply with FATCA could subject an FFI or its account holders to certain sanctions including a 30% U.S. withholding tax on certain payments to them, unless an exemption is met.

Canada has entered into an intergovernmental agreement with the United States (the “IGA”), whereby Canada has imported certain FATCA provisions into Canadian law. Under the IGA, Canadian FFIs, including the Fund, must comply with certain due diligence and reporting obligations on “U.S. Reportable Accounts”. Annual information reporting obligations to the CRA start in 2015. A Canadian FFI that complies with the requisite due diligence and reporting

requirements of the IGA will generally be relieved from certain obligations that would otherwise have been applicable under FATCA, including the obligation to withhold on payments to, or to close accounts of, individual account holders who do not provide requested information to permit the FFI to establish whether they are U.S. Reportable Accounts.

The Fund qualifies for relief under the IGA so as to avoid the imposition of the 30% withholding tax. The Fund has registered with the U.S. Internal Revenue Service. As long as the Units continue to be registered in the name of CDS, the Fund should not have any US Reportable Accounts in respect of which the Fund would be required to provide information to the CRA which would be exchanged by the CRA with the U.S. Internal Revenue Service in accordance with the provisions of the Canada-U.S. tax treaty.

### **Not a Trust Company**

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

### **Nature of Units**

The Units are neither fixed income nor traditional equity securities. The Units represent a fractional interest in the net assets of the Fund. Units are dissimilar to debt instruments in that there is no principal amount owing to Unitholders. Unitholders will not have the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring “oppression” or “derivative” actions.



### **ADDITIONAL INFORMATION**

The head office of the Manager, Onex Credit Partners, LLC, is located at 910 Sylvan Avenue, Englewood Cliffs, New Jersey, 07632.

Additional information about the Fund is available in the Fund's management reports of fund performance and financial statements. These documents and other information, such as information circulars and material contracts are available by visiting the website at [www.ocpcreditstrategy.com](http://www.ocpcreditstrategy.com) or on SEDAR at [www.sedar.com](http://www.sedar.com). You can also obtain copies of these documents at no cost by calling us at 1-877-260-4055, or from your dealer or by email at [info@ocpcreditstrategy.com](mailto:info@ocpcreditstrategy.com).