



FIRST ASSET FAMILY OF MUTUAL FUNDS

ANNUAL INFORMATION FORM
DATED MAY 3, 2017

FIRST ASSET GLOBAL DIVIDEND FUND
Offering Class A, Class A1, Class F and Class F1 units

FIRST ASSET CANADIAN CONVERTIBLE BOND FUND
FIRST ASSET REIT INCOME FUND
FIRST ASSET UTILITY PLUS FUND
FIRST ASSET CANADIAN ENERGY CONVERTIBLE DEBENTURE FUND
FIRST ASSET CANADIAN DIVIDEND OPPORTUNITY FUND
Offering Class A units and Class F units

(collectively, the “**Funds**”)

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

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NAME, FORMATION AND HISTORY OF THE FUNDS

First Asset Global Dividend Fund (formerly Criterion Global Dividend Fund), First Asset Canadian Convertible Bond Fund (formerly Canadian Convertible Bond Fund), First Asset REIT Income Fund (formerly Criterion REIT Income Fund), First Asset Utility Plus Fund (formerly Criterion Utility Plus Fund) and First Asset Canadian Energy Convertible Debenture Fund (formerly Canadian Energy Convertible Debenture Fund) (the “**Funds**”, and individually, a “**Fund**”) are each open-end investment trusts established under the laws of Ontario. First Asset Global Dividend Fund was created under a declaration of trust dated May 17, 2006, as supplemented, amended and/or restated from time to time. First Asset Canadian Convertible Bond Fund, First Asset REIT Income Fund and First Asset Utility Plus Fund were each created under the Declaration of Trust by the addition of a Schedule thereto on October 23, 2009, June 4, 2010 and January 11, 2011, respectively. First Asset Canadian Energy Convertible Debenture Fund was originally a closed-end fund created under a declaration of trust dated December 15, 2009, as supplemented, amended and/or restated from time to time. First Asset Canadian Dividend Opportunity Fund was originally a closed-end fund created under a declaration of trust dated March 22, 2010, as supplemented, amended and/or restated from time to time. The declaration of trust of each of the Funds is referred to as the “**Declaration of Trust**”.

On July 31, 2009, First Asset Capital Corp. (“**FA Capital**”) acquired all of the issued and outstanding shares in the capital of Criterion Investments Inc. (“**Criterion**”), a wholly-owned subsidiary of Criterion Investments Limited incorporated under the Business Corporations Act (Ontario) in May 2009 (the “**Transaction**”). In connection with the Transaction, and among other things: (a) Criterion Investments Limited assigned and transferred to Criterion all of its contractual rights and obligations to serve as the manager of Criterion Global Dividend Fund, as trustee of Criterion Global Dividend Fund and as administrator of all of the Funds other than Canadian Convertible Bond Fund and Criterion REIT Income Fund; and (b) VenGrowth Capital Management Inc. (“**VenGrowth Capital**”) assigned and transferred to First Asset Investment Management Inc. (“**First Asset**”), an affiliate of FA Capital, all of its contractual rights and obligations to serve as investment advisor of Criterion Global Dividend Fund.

On December 30, 2009, each of Criterion International Equity Fund, First Asset/BlackRock North American Dividend Achievers™ Trust and First Asset Income & Growth Fund merged into Criterion Global Dividend Fund.

Pursuant to an investment fund management agreement and an assignment and assumption agreement (together, the “**Consolidation Agreement**”), the First Asset organization consolidated all manager, trustee and administrator responsibilities for the Funds, other than Criterion Utility Plus Fund and Canadian Energy Convertible Debenture Fund, with First Asset. Criterion and First Asset are affiliates, as both are directly or indirectly wholly-owned subsidiaries of FA Capital.

On November 8, 2010, the accounting firm of Ernst & Young LLP replaced the accounting firm of KPMG LLP as the auditor of the Funds. The change of the Funds’ auditor was approved by the board of directors of First Asset, and reviewed and approved by each Fund’s independent review committee (the “**IRC**”) in accordance with the requirements of National Instrument 81-107 - Independent Review Committee for Investment Funds (“**NI 81-107**”).

On February 3, 2011, Criterion Water Infrastructure Fund and Criterion Global Clean Energy Fund each merged into Criterion Utility Plus Fund.

On July 8, 2011, Canadian Energy Convertible Debenture Fund automatically converted from a closed-end fund into an open-end mutual fund and the Fund's Declaration of Trust was amended and restated in order to give effect to the conversion and to create two classes of units: Class A units and Class F units. The units of the Fund outstanding on the date of conversion were re-designated as Class A units (Initial Sales Charge Option).

On April 19, 2012, First Asset Canadian Dividend Opportunity Fund automatically converted from a closed-end fund into an open-end mutual fund and the Fund's Declaration of Trust was amended and restated in order to give effect to the conversion and to create two classes of units: Class A units and Class F units. The units of the Fund outstanding on the date of conversion were delisted from the Toronto Stock Exchange and re-designated as Class A units (Initial Sales Charge Option).

On June 4, 2012, Criterion Global Dividend Fund, Canadian Convertible Bond Fund, Criterion REIT Income Fund, Criterion Utility Plus Fund and Canadian Energy Convertible Debenture Fund were each renamed First Asset Global Dividend Fund, First Asset Canadian Convertible Bond Fund, First Asset REIT Income Fund, First Asset Utility Plus Fund and First Asset Canadian Energy Convertible Debenture Fund, respectively.

Effective as of January 1, 2013, First Asset Global Dividend Fund amended its investment objective in order to provide unitholders with the opportunity for long-term capital appreciation by investing, directly or indirectly, primarily in equity securities of companies located anywhere in the world ("**New Objective**"). In connection with the implementation of the New Objective, effective as of January 1, 2013, the Manager also implemented the following additional changes to First Asset Global Dividend Fund's structure for the benefit of unitholders: (i) simplified fee structure in order to consolidate and reduce (or maintain) the total management fee payable by the Fund, (ii) redesignated each of the nine outstanding classes of units such that there are currently only four classes of units outstanding, (iii) consolidated the number of outstanding units of each class such that immediately following the consolidation, the net asset value per unit was \$10.00 per unit thereby enhancing unitholders' ability to track the future performance of the Fund from and after the implementation of the New Objective, and (iv) reduced the total expense load payable by all unitholders of the Fund by voluntarily capping the annual management expense ratio applicable to each class of units.

Effective on or about January 1, 2015, Jarislowsky, Fraser Limited ("**Jarislowsky Fraser**") commenced providing investment sub-advisory and portfolio management services to First Asset Global Dividend Fund.

On November 30, 2015, the Manager announced that CI Financial acquired all of the issued and outstanding shares of First Asset Capital Corp. which indirectly owns all of the issued and outstanding shares of the Manager.

Effective April 22, 2016, the Manager closed the DSC Option (as defined below) and Low Load Option (as defined below) series of Class A units of the Funds, and the Class A1 units of First Asset Global Dividend Fund, to new purchases, including pursuant to the Funds' regular purchase program. However, the closure will not affect the distribution reinvestment plan or the availability of switches of the Funds.

The head office of each of the Funds and First Asset is located at 2 Queen Street East, 12th Floor, Toronto, Ontario, M5C 3G7.

INVESTMENT RESTRICTIONS

Each Fund is subject to, and its investment portfolio is managed in accordance with, certain standard restrictions and practices prescribed by securities legislation of each of the provinces of Canada, including National Instrument 81-102 – Investment Funds (“**NI 81-102**”) of the securities regulatory authorities of those provinces (the “**Commissions**”). These restrictions and practices are designed, in part, to ensure that the Funds’ investments are diversified and relatively liquid and to ensure the proper administration of the Funds. A copy of these standard investment restrictions and practices of the Funds will be provided by First Asset upon request, and any deviation from them requires the prior approval of the Commissions.

Each of the Funds is a “mutual fund trust” as defined in the *Income Tax Act* (Canada) and the regulations thereunder (the “**Tax Act**”). Provided each Fund continues at all times to qualify as a mutual fund trust for purposes of the Tax Act, units of each class of the Funds, if issued on the date hereof, would be a qualified investment within the meaning of the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, registered education savings plans, and tax-free savings accounts (“**Registered Plans**”). The Funds will observe the requirements in the Tax Act applicable to unit trusts and mutual fund trusts, and will, in addition, observe the following investment restrictions that provide that a Fund will not:

- (a) invest in or hold (i) securities of or an interest in any non-resident entity, an interest in or a right or option to acquire such property, or an interest in a partnership which holds any such property if the Fund (or the partnership) would be required to include any significant amounts in income pursuant to section 94.1 of the Tax Act, (ii) an interest in a trust (or a partnership which holds such an interest) which would require the Fund (or the partnership) to report income in connection with such interest pursuant to the rules in section 94.2 of the Tax Act, or (iii) any interest in a non-resident trust (or a partnership which holds such an interest) other than an “exempt foreign trust” for the purposes of section 94 of the Tax Act;
- (b) own any property that would be “taxable Canadian property” (as such term is defined in the Tax Act if the definition were read without paragraph (b) thereof) or other “specified property” (as such term is defined in subsection 132(4) of the Tax Act (as it was proposed to be amended in the proposed amendments to the Tax Act released on September 16, 2004)) if the aggregate fair market value of such property would exceed 10% of the fair market value of all property owned by the Fund;
- (c) invest in securities that would be a tax shelter investment within the meaning of section 143.2 of the Tax Act; or
- (d) invest in any securities of an entity that would be a controlled foreign affiliate of such Fund for purposes of the Tax Act.

In addition, neither First Asset Canadian Energy Convertible Debenture Fund nor First Asset Canadian Dividend Opportunity Fund will enter into any arrangement (including the acquisition of securities for their respective portfolios) where the result is a “dividend rental arrangement” for the purposes of the Tax Act.

The investment objectives and strategies of the Funds are described in the Funds' simplified prospectus. Any change to a Fund's fundamental investment objective requires unitholder approval, as discussed below under "Description of Units of the Funds – Matters Requiring Unitholder Approval under NI 81-102".

The Funds have not deviated in the last year from the rules under the Tax Act that apply to the status of their securities as qualified investments within the meaning of the Tax Act for Registered Plans.

DESCRIPTION OF THE UNITS OF THE FUNDS

Each Fund may create an unlimited number of classes of units, and may offer and sell an unlimited number of units of each class. The money that investors pay to purchase units is tracked on a class-by-class basis in each Fund, but the assets of all classes of a Fund are combined into a single pool to create one portfolio for investment purposes.

First Asset Global Dividend Fund offers four classes of units: Class A units and Class F units (currency hedged units), and Class A1 units and Class F1 units (non-currency hedged units). Investors who wish their investment in the Fund to be hedged back to the Canadian dollar will purchase Class A or Class F units; investors who wish the value of their investment in the Fund to be exposed to fluctuations between the Canadian dollar and the currency in which the securities held by the applicable Fund are denominated will purchase Class A1 or F1 units.

Each of First Asset Canadian Convertible Bond Fund, First Asset REIT Income Fund, First Asset Utility Plus Fund, First Asset Canadian Energy Convertible Debenture Fund and First Asset Canadian Dividend Opportunity Fund currently offers 2 classes of units: Class A units and Class F units (both of which are currency-hedged).

Each of the Funds is offered with two different sales charge options: Initial Sales Charge Option and Fee-Based Account Option. Each of these is described further below. The following table shows all of the various classes of units offered by the Funds, including the currency hedging and/or currency denomination particulars of each class, organized by the four sales charge options:

FUND CLASS DESCRIPTION TABLE					
FUND TYPE	CURRENCY HEDGED STATUS	SALES CHARGE OPTION			
		DSC Option¹	Low Load Option¹	Initial Sales Charge Option	Fee-Based Account Option
First Asset Global Dividend	CURRENCY HEDGED	Class A	Class A	Class A	Class F
	UNHEDGED	Class A1	Class A1	Class A1	Class F1

¹ Currently, the DSC Option and Low Load Option series of Class A units of the Funds, and Class A1 units of First Asset Global Dividend Fund, are closed to new purchases. For additional information, see "Name, Formation and History of the Funds".

FUND CLASS DESCRIPTION TABLE					
	CURRENCY HEDGED STATUS	SALES CHARGE OPTION			
First Asset Canadian Convertible Bond	CURRENCY HEDGED	Class A	Class A	Class A	Class F
First Asset REIT Income Fund	CURRENCY HEDGED	Class A	Class A	Class A	Class F
First Asset Utility Plus Fund	CURRENCY HEDGED	Class A	Class A	Class A	Class F
First Asset Canadian Energy Convertible Debenture Fund	CURRENCY HEDGED	Class A	Class A	Class A	Class F
First Asset Canadian Dividend Opportunity Fund	CURRENCY HEDGED	Class A	Class A	Class A	Class F

Units described under “DSC Option” above are designed for retail investors wishing to acquire units on a deferred sales charge basis. That is, subject to the 10% Free Amount (see “Purchases, Switches and Redemptions – 10% Free Amount” in the simplified prospectus), investors will not have to pay any sales charges when they purchase such units, but may have to pay a deferred sales charge (a redemption fee) when their units are redeemed, depending upon how long the units have been held. Dealers through which such units are purchased will receive initial sales commissions and on-going service fees from the Manager. Currently, the DSC Option series of units are closed to new purchases. For additional information, see “Name, Formation and History of the Funds”.

Units described under “Low Load Option” above are also designed for retail investors purchasing on a deferred sales charge basis, but who purchase through dealers willing to accept lower initial sales commissions and higher service fees from the Manager, resulting in a lower deferred sales charge schedule for this class of units. Currently, the Low Load Option series of units are closed to new purchases. For additional information, see “Name, Formation and History of the Funds”.

Units described under “Initial Sales Charge Option” above are also designed for retail investors, but in this case the investor may have to pay a sales charge at the time the units are purchased. The amount of this sales charge is subject to negotiation between the investor and the dealer selling the units to the investor, but may not exceed 2.0% of the purchase amount.

Units described under “Fee-Based Account Option” above are for investors who participate in fee-based investment programs offered by their dealers. Such units are only available to investors whose dealer has entered into an agreement with the Manager to make these units available to clients of that dealer. We do not pay any sales charges or on-going service fees to dealers who sell units under the Fee Based Account Option, which means we can charge a lower management fee on such units. The amount an investor will pay their dealer, if any, is determined by the terms of the Fee Based Account arrangement with the dealer.

Each unit of a class of a Fund is of equal value. The proportionate interest of each investor is expressed by the number of units or fractions of units held by the investor. The number of units of a class that may be issued is unlimited, unless the Manager of a Fund determines otherwise in its discretion. Each unit of a class ranks equally with every other unit of that class, except that holders of a fraction of a unit are not entitled to vote at meetings of unitholders in respect of the fractional unit. Outstanding units of a class of a Fund participate equally in any distribution of the assets of the Fund on the termination of the Fund. The Manager of a Fund may at any time sub-divide or consolidate all outstanding units of a class.

Units of a Fund are fully paid when issued, are redeemable as described under “Redemptions” and are not transferable except by operation of law upon the death of a unitholder or in connection with the implementation of a merger involving the Fund. A person which is a “non-resident” or a “designated beneficiary” within the meaning of Part XII.2 of the Tax Act is not entitled to purchase or hold units of a Fund to the extent the Fund or its other unitholders would be adversely affected. However, Part XII.2 of the Tax Act will not apply and unitholders of a Fund will not be adversely affected if, as expected, the Fund will qualify as a mutual fund trust for purposes of the Tax Act throughout the Fund’s taxation year.

The Funds are responsible for paying certain operating expenses incurred in connection with the administration of the Funds. The expenses of each Fund will be allocated among the classes of units and each class will bear, as a separate class, any expense item that can be specifically attributed to that class. Common expenses such as audit and custody fees will be allocated among all classes in the manner the Manager of the Fund determines to be the most appropriate based on the nature of the expense. Although the expenses of each Fund attributable to a particular class of units will be deducted in calculating the net asset value of that class, those expenses will continue to be liabilities of the Fund as a whole and the assets of the Fund as a whole could be called upon to satisfy those liabilities. In addition, all deductible expenses of a Fund, both common and class expenses, will be taken into account in computing the income or loss of the Fund for tax purposes and, therefore, all deductible expenses will impact the tax position of the Fund.

Provisions relating to the units may be amended through an amendment to the Declaration of Trust. Certain amendments specified in NI 81-102 require the prior approval by the unitholders affected by such amendment (see “Matters Requiring Unitholder Approval under NI 81-102” below).

A book-based system of registrations is maintained for the Funds. Accordingly, no unit certificates are issued. The register for the units is kept by CIBC Mellon Global Securities Services Company at its principal office in Toronto, Ontario. The Manager or the dealers selling units will furnish unitholders with statements providing details of any purchase or redemption of units.

Matters Requiring Unitholder Approval under NI 81-102

A meeting of the investors in a Fund must be convened to consider and approve by a majority vote certain matters, as required by NI 81-102. Where only one class of units is affected by the amendment, only investors holding units of that class are entitled to vote. Where more than one class is affected, all investors holding units of the affected classes are entitled to vote together if they are affected in the same way and to vote separately as a class if affected in materially different ways by the proposed amendment.

NI 81-102 currently provides that such approvals must be obtained before:

- (a) the basis of the calculation of the fees or expenses that are charged to a Fund or directly to unitholders by the Fund or the Manager in connection with the holding of units is changed in a way that could result in an increase in charges to the Fund or unitholders, or any such fee or expense is introduced;
- (b) a fee or expense, to be charged to a Fund or directly to unitholders by the Fund or the Manager in connection with the holding of securities of the Fund that could result in an increase in charges to the Fund or unitholders, is introduced;
- (c) there is a change of the manager of a Fund (other than to an affiliate of the then-present Manager);
- (d) there is a change in the fundamental investment objectives of a Fund;
- (e) the frequency of calculating the net asset value of a class of units is decreased; and
- (f) a Fund undertakes or participates in certain mergers or reorganizations, including acquiring assets from or transferring assets to another mutual fund.

VALUATION OF PORTFOLIO SECURITIES

Subject to applicable law, the securities in a Fund's portfolio are valued in accordance with the following principles:

All Funds other than First Asset Canadian Dividend Opportunity Fund

- (a) the value of any cash on hand or on deposit, prepaid expenses, cash dividends declared and interest accrued and not yet received is deemed to be their face amount, unless the Manager determines that any such asset is not worth its face amount, in which event its value shall be deemed to be such value as the Manager determines to be its fair value;
- (b) money market instruments are valued at cost plus accrued interest which approximates fair value;
- (c) the value of any bonds, debentures and other debt securities that are listed or which trade over-the-counter is the closing sale price on the Valuation Date of such debt security on the exchange or over-the-counter market on which such debt security is listed or on which it trades or, if such closing price is not available, the average between

the closing bid and the closing asked prices on the Valuation Date on such exchange or over-the-counter market or, if such exchange or over-the-counter market is not open for trading on that Valuation Date, then the closing sale price or the average between the closing bid and the closing asked prices on the previous date on which such exchange or over-the-counter market was open for trading;

- (d) the value of a listed common share or any listed security which is convertible into or exchangeable for common shares in the portfolio is the closing sale price on the Valuation Date of such a share or other listed security on the stock exchange on which such share or other security is listed or, if such closing price is not available, the average between the closing bid and the closing asked prices on the Valuation Date on such stock exchange or, if such stock exchange is not open for trading on that Valuation Date, then the closing sale price or the average between the closing bid and the closing asked prices on the previous date on which such stock exchange was open for trading;
- (e) an option premium received by a Fund for a clearing corporation option written by the Fund is, so long as the option is outstanding, reflected as a deferred credit which is valued at an amount equal to the current fair value of an option that would have the effect of closing the position. Any difference resulting from revaluation is treated as an unrealized gain or loss on investment. The deferred credit is deducted in arriving at the net asset value. The securities, if any, which are the subject of a written clearing corporation option are valued at their then current fair value;
- (f) any security purchased, the purchase price of which has not been paid, is included for valuation purposes as a security held, and the purchase price, including brokers' commissions and other expenses, is treated as a liability of the Fund;
- (g) the value of any derivatives contract, shall be the gain or loss with respect thereto that would be realized if, at the valuation time on a Valuation Date, the position in the derivatives contract were to be closed out in accordance with its terms unless daily limits are in effect in which case fair value shall be based on the current market value of the underlying interest;
- (h) restricted securities (within the meaning of NI 81-102) are valued at the lesser of (i) their fair value based on reported quotations in common use; and (ii) where the restricted securities were acquired at a discount to the fair value of non-restricted securities of the same class, their estimated fair value will be based on an amortization of the discount over the remaining time period of the restriction;
- (i) any security sold but not delivered, pending receipt of the proceeds, is valued at the net sale price;
- (j) if any Valuation Date is not a business day, then the securities in the portfolio are valued as if such Valuation Date was the preceding business day;
- (k) if any investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Manager to be inappropriate under the circumstances then, notwithstanding the foregoing rules, the Manager makes such valuation as it considers fair and reasonable; and

- (l) the value of all assets of a 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 are determined using the applicable rate of exchange current at, or as nearly as practicable to, the applicable Valuation Date.

First Asset Canadian Dividend Opportunity Fund

- (a) the value of any cash on hand or on deposit, bill, demand note and account receivable, prepaid expense, distribution, dividend or other amount received (or declared to holders of record of securities owned by the Fund on a date before the Valuation Date as of which the net asset value is being determined, and to be received) and interest accrued and not yet received shall be deemed to be the full amount thereof provided that if the Manager has determined that any such deposit, bill, demand note, account receivable, prepaid expense, distribution, dividend or other amount received (or declared to holders of record of securities owned by the Fund on a date before the Valuation Date as of which the net asset value is being determined, and to be received) or interest accrued and not yet received is not otherwise worth the full amount thereof, the value thereof shall be deemed to be such value as the Manager determines to be the fair value thereof;
- (b) the value of any security that is listed or traded upon a stock exchange (or if more than one, on the principal stock exchange for the security, as determined by the Manager) shall be determined by taking the latest available sale price of recent date or, lacking any recent sales or any record thereof, the simple average of the latest available offer price and the latest available bid price (unless in the opinion of the Manager such value does not reflect the value thereof, in which case the latest offer price or bid price will be used), plus in the case of listed securities, for greater certainty, accrued interest, as calculated in accordance with market practice, as at the Valuation Date on which the net asset value is being determined, all as reported by any means in common use;
- (c) the value of any security which is traded over-the-counter will be priced at the average of the last bid and ask prices quoted by a major dealer in such securities;
- (d) the value of any security or other asset for which a market quotation is not readily available will be its fair value on the Valuation Date on which the net asset value is being determined as determined by the Manager;
- (e) any market price reported in currency other than Canadian dollars shall be translated into Canadian currency at the rate of exchange available to the Fund from the Custodian on the Valuation Date on which the net asset value is being determined;
- (f) the value of any derivatives contract, shall be the gain or loss with respect thereto that would be realized if, at the valuation time on a Valuation Date, the position in the derivatives contract were to be closed out in accordance with its terms unless daily limits are in effect in which case fair value shall be based on the current market value of the underlying interest;
- (g) short term investments shall be valued at cost plus accrued interest which approximates fair value; and

- (h) listed securities subject to a hold period will be valued as described above with an appropriate discount as determined by the Manager and investments in private companies and other assets for which no published market exists are recorded at estimated fair value as determined by the Manager using appropriate and accepted industry valuation techniques.

For the purposes of the foregoing rules, quotations may be obtained from any report in common use (i.e., regularly published in a newspaper or business or financial publication of general and regular periodic circulation), or from a reputable broker or other financial institution, provided that the Manager retains sole discretion to use such information and methods as it deems to be necessary or desirable for valuing the assets of the Funds, including the use of a formula computation. The process of valuing investments for which no published market exists is based on inherent uncertainties and the resulting values may differ from values that would have been used had a ready market existed for the investments and may differ from the prices at which the investments may be sold.

If a security cannot be valued under the foregoing principles or if the foregoing principles are at any time considered by the Manager to be inappropriate under the circumstances for any reason, then notwithstanding such principles, the Manager, as the case may be, may make such valuation as it considers fair and reasonable.

CALCULATION OF NET ASSET VALUES

The net asset value of a Fund is determined on a Valuation Date (as defined below) by valuing, in accordance with the valuation rules set forth above under “Valuation of Portfolio Securities”, the assets of the Fund on such Valuation Date and deducting from that amount all liabilities of the Fund. Liabilities of the Funds will include management fees, which includes the trailing commissions paid to dealers, amounts payable to the unitholders of the Funds and operating expenses of the Funds, including administration and accounting costs, FundServ costs, the costs of any back-office service provider retained for the Funds, brokerage commissions, applicable taxes, audit and legal fees, fees and expenses of the Funds’ independent review committee, custodial fees, the cost of preparing and submitting annual financial statements, unitholder communication costs including annual and semi-annual financial statements, and the cost of preparing a prospectus and other disclosure documents (other than the initial prospectus of a Fund) and forwarding those documents to current unitholders if required to comply with laws regulating the issue and sale of units.

The net asset value of a class of units of a Fund, as of any Valuation Date, is equal to (i) the net asset value calculated in respect of that class of units on the immediately preceding Valuation Date; (ii) plus or minus that class’s proportionate share of net change in working capital determined in respect of the relevant Valuation Date (not otherwise included in (iii) through (viii) below); (iii) plus the increase in the Fund’s assets due to purchases of units of that class or reclassifications from another class into units of that class; (iv) minus the decrease in the Fund’s assets due to redemptions of units of that class or reclassifications of units of that class into units of another class; (v) minus common expenses or class expenses attributable to that class of units and accrued on the relevant Valuation Date; (vi) minus any amounts payable to unitholders of record of that class on the relevant Valuation Date by way of distributions to all holders of units of that class whether or not paid on such Valuation Date; (vii) plus or minus that class’s proportionate share of net income, interest, dividends and realized gains and losses; (viii) plus or minus that class’s proportionate share of the market appreciation or depreciation of the portfolio assets of the Fund on the relevant Valuation Date from the previous day. The net asset value

per unit of a class of units is then the net asset value for that class calculated on that Valuation Date divided by the number of units of that class then outstanding.

The net asset value per unit for each class of units is determined by CIBC Mellon Global Securities Services Company as of 4:00 p.m. (Toronto time) on each business day in Toronto, Ontario (each such day a “**Valuation Date**”). Such values are also calculated as of the date of any distribution in each year (if not otherwise a Valuation Date) for the purposes of the distribution of net income and net realized capital gains of the Funds to unitholders.

PURCHASES AND SWITCHES

Units of each class of the Funds are offered for sale on a continuous basis and may be purchased through authorized dealers. Units of a Fund are purchased or redeemed at a price that is the first net asset value per unit of that class of units determined after the receipt of a purchase order or a redemption order by the Fund.

The minimum purchase amount on an initial purchase of units of a Fund is \$500. Any subsequent purchase of units of the Fund must be in a minimum amount of \$100. Investors must hold units having a book value of at least \$500 in a Fund at all times. If the book value of the units that an investor holds in a Fund drops below \$500, the Manager has the right to cause the units in the Fund to be redeemed, but will give the investor at least 30 days prior notice before the Manager exercises this right, to give the investor an opportunity to purchase additional units in the Fund to meet these minimum balance requirements.

All purchase requests must be received by the Manager or its designate prior to 4:00 p.m. (Eastern Time) on a Valuation Date in order to receive that day’s unit price. If your request is received after this time, or on a day which is not a Valuation Date, then the unit price applicable to your purchase of units will be determined on the next following Valuation Date. The Manager has discretion to reject any purchase order. The decision to accept or reject any purchase order will be made as soon as possible and, in any event, within two days of receipt of the order. If the purchase order is rejected, all purchase monies received with your order will be refunded to you immediately.

If an investor purchases units offered under the Initial Sales Charge Option, the investor may pay a sales commission at the time of purchase. The amount of the commission up to the maximum level set by the Manager is negotiable between the investor and the dealer who sells the units to the investor. While there are no redemption fees payable when units offered under the Initial Sales Charge Option are redeemed, the Funds may, at the discretion of the Manager, retain 1.5% of the original issue price of these units out of the proceeds of redemption otherwise payable if units are redeemed within 60 days of the purchase date.

If an investor purchases units offered under the DSC Option or Low Load Option, there are no commissions owing when the investor buys units, but when one of these classes of units is redeemed, a redemption fee based on the original issue price may be deducted from the amount that would otherwise be paid for the units. The maximum redemption fee only applies if the investor redeems units during the first year after they were purchased, and the size of the fee declines each year thereafter. If an investor keeps units offered under the DSC Option for seven years or more, or units offered under the Low Load Option for three years or more, no redemption fee is charged. The Funds may, at the discretion of the Manager, retain an additional 1.5% of the original issue price of units offered under either the DSC Option or Low Load Option out of the proceeds of redemption otherwise

payable if these units are redeemed within 60 days of the purchase date. Currently, the DSC Option and Low Load Option series of units of the Funds are closed to new purchases. For additional information, see “Name, Formation and History of the Funds”.

In order to purchase units offered under the Fee-Based Account Option, the investor must establish a fee-based account with a dealer (sometimes referred to as a “wrap program”), and that dealer must have previously entered into an agreement with the Manager permitting its clients to invest in these units. The investor does not pay any fees to the Manager when these units are acquired or redeemed in this account, but the Funds may, at the discretion of the Manager, retain 1.5% of the original issue price of the units out of the proceeds of redemption otherwise payable if units are redeemed them within 60 days of the purchase date.

The purchase option selected affects the amount of compensation the dealer selling units of the Fund receives as a result of your purchase. For a description of the fees, expenses, and dealer compensation applicable to a purchase of units, see “Fees and Expenses” and “Dealer Compensation” in the Funds’ simplified prospectus.

Payment for all orders of units must be received at the principal office of the Funds, or their designate, on or before the third business day from (but not including) the Valuation Date on which the net asset value per unit is calculated for the purpose of pricing the subscription. If payment of the subscription price for any units is not received by the third business day after the relevant Valuation Date, NI 81-102 states that the Fund shall be deemed to have received and accepted on the first business day following such period an order for the redemption of such units and the redemption proceeds shall be applied to reduce the amount owing to the Fund in respect of the purchase of such units. If the amount of such redemption proceeds exceeds the subscription price of such units, NI 81-102 requires the Fund to retain the excess. If the amount of the redemption proceeds is less than the issue price of such units, NI 81-102 requires the Manager to pay to the Fund the amount of the deficiency, and the Manager is entitled to collect such amount together with its costs, charges and expenses in so doing and interest thereon from your dealer, who may be entitled to collect such amounts from you. In addition, a dealer may make provision in arrangements that it has with an investor that will require the investor to compensate the dealer for any losses suffered by the dealer in connection with a failed settlement of a purchase of securities of the mutual fund caused by the investor.

On April 27, 2017, the Canadian securities regulators (other than the British Columbia Securities Commission) published for comment draft amendments to NI 81-102. If the draft amendments come into force in their current form, from the coming-into-force date onwards the reference to “third business day” in the previous paragraph should be read as “second business day”.

You may switch an investment in one Fund for an investment in another Fund within the First Asset Family of Mutual Funds. No switch fees are charged by the Funds or the Manager. However, your dealer may charge you a switch fee, which is negotiated between you and your dealer, of up to 2% of the net asset value of the units switched, which switch fee shall be retained by the Fund you are switching out of and paid directly to your dealer. The minimum purchase requirements of the Fund you are switching into, and the minimum account balance requirements of the Fund you are switching out of, must be met. No redemption fees will apply if you switch units offered under the Initial Sales Charge Option or Fee-Based Account Option for units offered under a similar option. If you switch units offered

under the DSC Option or Low Load Option, the new units will have the same redemption charge schedule as your existing units.

For tax purposes, a switch for an investment in another mutual fund within the First Asset Family of Mutual Funds involves the sale of units of the Fund held by you and a purchase of units of the new Fund. Therefore, a capital gain or loss may result from such a switch, and if there is a gain you may have to pay tax on it. See “Canadian Federal Income Tax Considerations”.

The Manager will not accept any orders to buy or switch units if the right to redeem units has been suspended. See “Redemptions – Suspension of Right to Redeem”.

REDEMPTIONS

Investors are entitled at any time, by making application to a Fund, through an authorized dealer, to redeem all or any part of their units at the applicable net asset value per unit less any applicable redemption fee, if any.

Requests for a redemption of units of a Fund must be received by the Manager prior to 4:00 p.m. (Eastern Time) on a Valuation Date in order to receive that day's unit price. If a request is received after this time, or on a day which is not a Valuation Date, then the unit price applicable to the redemption of units will be determined on the next following Valuation Date. Payment for the units so redeemed will be made by the Fund within three business days after the day on which the net asset value for the class is determined for the purpose of effecting the redemption, provided all required redemption documentation has been submitted.

On April 27, 2017, the Canadian securities regulators (other than the British Columbia Securities Commission) published for comment draft amendments to NI 81-102. If the draft amendments come into force in their current form, from the coming-into-force date onwards the reference to “three business days” in the previous paragraph should be read as “two business days”.

Pursuant to NI 81-102, if a unitholder fails to provide the Fund with a properly completed redemption request within 10 business days of the date on which the unit value was determined for the purposes of the redemption, NI 81-102 states that the Fund shall be deemed to have been received and accepted on the next business day an order for the purchase of the equivalent number of units being redeemed, and the Fund will apply the amount of the redemption proceeds to the payment of the subscription price for such number of units. If the amount of the subscription price of such units is less than the redemption proceeds, NI 81-102 requires the Fund to retain the difference. If the subscription price is greater than the redemption price for the units, NI 81-102 requires the Manager to pay to the Fund the amount of the deficiency, and the Manager is entitled to collect such amount together with its costs, charges and expenses in so doing and interest thereon from your dealer, who may be entitled to collect such amount from you. In addition, a dealer may make provision in arrangements that it has with an investor that will require the investor to compensate the dealer for any losses suffered by the dealer in connection with any failure of the investor to satisfy the requirements of the Fund or securities legislation for a redemption of securities of the Fund.

The Trustee or the Manager may allocate and designate as payable to redeeming unitholders capital gains realized by a Fund in connection with the disposition of securities required in order to fund a redemption. Any such allocations and designations will reduce the redemption price otherwise payable to the redeeming unitholder.

Suspension of Right to Redeem

Under extraordinary circumstances, the rights of investors to redeem securities may be suspended by the Manager of a Fund. The Manager reserves the right to suspend the right of redemption of the units or to postpone the date of payment of the redemption price during any period in which the Toronto Stock Exchange or any other stock exchange within or outside Canada on which securities of a Fund are listed which represent more than 50% by value or underlying market exposure of the total assets of the Fund (without allowance for liabilities) is closed or normal trading thereon is suspended and during any other period consented to by the Ontario Securities Commission.

If the right to redeem units is suspended, a unitholder may either withdraw the redemption request or receive payment based on the net asset value per unit next determined after the termination of the suspension.

Short-Term Trading

Short-term trading in units of the Fund can have an adverse effect on the Fund's portfolio. Such trading can increase administrative costs of the Fund and interfere with the long term investment decisions of the investment advisor. Therefore, certain restrictions to deter short-term trading have been adopted. If units of the Fund are redeemed within 60 days of purchase, the Fund may, at the discretion of the Manager, retain an amount equal to 1.5% of the original issue price of the class of units redeemed. No such amount will be retained with respect to redemptions under a systematic withdrawal plan. See "*Purchases and Switches*".

RESPONSIBILITY FOR FUND OPERATIONS

Manager

First Asset is the Manager of each of the Funds and as such is responsible for managing the overall business and operations of these Funds. On November 30, 2015, the Manager announced that CI Financial Corp. acquired all of the issued and outstanding shares of First Asset Capital Corp. which indirectly owns all of the issued and outstanding shares of the Manager. This transaction resulted in a change of control of the Manager, the investment fund manager of each of the Funds. The Manager's offices are located at 2 Queen Street East, Toronto, Ontario, M5C 3G7, telephone number: 416-642-1289 or 1-877-642-1289, website: www.firstasset.com and e-mail: info@firstasset.com.

As Manager, First Asset has exclusive authority to manage the operations and affairs of the Funds, to make all decisions regarding the business of the Funds and to bind the Funds. In addition, First Asset will monitor the Funds' investment strategy to ensure compliance with their respective investment objectives and strategies as set out in the Funds' simplified prospectus and their investment restrictions as set forth above.

The Manager's duties will include, among other things, maintaining accounting records for the Funds; authorizing the payment of operating expenses incurred on behalf of the Funds; allocating operating expenses; calculating the amount and determining the frequency of distributions by the Funds; preparing financial statements, income tax returns and financial and accounting information as required by the Funds; ensuring that unitholders are provided with financial statements, management reports of fund performance and other reports as are required from time to time by applicable laws; ensuring that the Funds comply with regulatory requirements including the continuous disclosure

requirements of the Funds under applicable securities laws; preparing the Funds' reports to unitholders and to the Canadian securities regulators; and dealing and communicating with unitholders. The Manager will provide office facilities and personnel to carry out these services, together with clerical services which are not furnished by the custodian, valuation agent or other service provider of the Fund. Certain of the Manager's affiliates assist the Manager in the provision of these management services to the Funds.

Pursuant to the Declaration of Trust, the Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Funds and to exercise the care, diligence and skill of a reasonably prudent person in the circumstances. The Declaration of Trust provides that the Manager will not be liable in any way for any default, failure or defect in any of the securities in the portfolio or otherwise be liable to the Fund if it has met this standard of care. It may, however, incur liability in cases of its wilful misconduct, bad faith, negligence or other breach by it of the standard of care set forth under the Declaration of Trust.

The Manager has the right to resign as Manager of a Fund by giving notice in writing to unitholders not less than 60 days prior to the date on which such resignation is to take effect. No such notice is required where a meeting of unitholders has been called to approve the appointment of a successor Manager for the Funds. Upon resignation of the Manager, First Asset, as trustee, will appoint a successor. The Manager also has the right to assign its duties and responsibilities as Manager of one or more of the Funds to an affiliate or to a non-affiliate subject to the consent of the unitholders and the applicable securities regulatory authorities.

The Manager and each of its directors, officers, employees and agents will be indemnified out of the assets of the Funds for which it acts as Manager in respect of legal fees, judgements and amounts paid in settlement, actually and reasonably incurred by it in connection with the services it provides to these Funds as Manager, if those fees, judgements and amounts paid in settlement were not incurred as a result of a breach by the Manager of the standard of care described above, and if the Fund has reasonable grounds to believe that the action or inaction that caused the payment of the fees, judgements and amounts paid in settlement was in the best interests of the Fund.

The Manager is entitled to fees for its services as described under "Fees and Expenses" in the Funds' simplified prospectus and will be reimbursed for all costs and expenses incurred on behalf of the Funds which are properly payable by the Funds.

The name and municipality of residence of each of the directors and executive officers of the Manager and their principal occupations are as follows:

<i>Name and Municipality of Residence</i>	<i>Position with the Manager</i>	<i>Principal Occupation</i>
ROHIT MEHTA Toronto, Ontario	Director and President	Same
DOUGLAS J. JAMIESON Toronto, Ontario	Chief Financial Officer	Executive Vice-President and Chief Financial Officer of CI Financial Corp. and CI Investments Inc.

<u><i>Name and Municipality of Residence</i></u>	<u><i>Position with the Manager</i></u>	<u><i>Principal Occupation</i></u>
EDWARD KELTERBORN Toronto, Ontario	Director	Same
Z. EDWARD AKKAWI Toronto, Ontario	Chief Operating Officer, General Counsel and Corporate Secretary	Same
SHERYL J. CHIDDENTON Campbellville, Ontario	Chief Compliance Officer	Same

During the past five years, Messrs. Mehta, Kelterborn and Akkawi have held the principal occupations noted opposite their respective names, or other occupations with their current employer or a predecessor company.

The following is a brief description of the background of the individuals listed above who have joined the Manager during the past five years:

Douglas J. Jamieson. Mr. Jamieson has been the Executive Vice-President and Chief Financial Officer of CI Investments Inc. since June 2013 and the Executive Vice-President and Chief Financial Officer of CI Financial Corp. since June 2013. Mr. Jamieson was the Senior Vice-President and Chief Financial Officer of CI Financial between 2008 and 2013 and the Senior Vice-President, Finance and Chief Financial Officer of CI Investments Inc. between 1995 and 2013. Mr. Jamieson was a Director of CI Investments Inc. between September 2010 and December 2010.

Sheryl J. Chiddenton. Prior to joining the First Asset organization in 2013, Ms. Chiddenton was Chief Compliance Officer, VP, Compliance & Investment Services with Creststreet Asset Management Limited, until such time as the firm was sold in 2012. Prior to joining Creststreet in June 2001, Ms. Chiddenton was an Executive Assistant in both the private client division and resource group of a Canadian merchant-banking firm. Ms. Chiddenton is a member of the National Society of Compliance Professionals.

Except as described below in “Responsibilities for Fund Operations – Investment Advisors”, the Manager’s portfolio management team is responsible for executing the Funds’ investment strategy. Individual managers work with a team of portfolio managers, and all decisions are reviewed in a team-oriented manner, in which individual inputs of the group members are sought in order to reach a single consensus opinion on an issuer or the market as a whole.

<u><i>Name</i></u>	<u><i>Title</i></u>
CRAIG ALLARDYCE	Portfolio Manager
LEE GOLDMAN	Senior Vice-President and Portfolio Manager

<u>Name</u>	<u>Title</u>
MANASH GOSWAMI	Portfolio Manager
KATE MACDONALD	Portfolio Manager

Except as otherwise indicated in the biography below, during the past five years, all of the individuals named above have been employed with the Manager.

Kate MacDonald. Prior to joining the First Asset organization in 2013, Ms. MacDonald was an Associate Portfolio Manager at Morguard Financial Corporation for six years. Ms. MacDonald holds a Masters in Finance degree from Queen’s University in Kingston, Ontario and the Canadian Investment Manager (CIM) designation through the Canadian Securities Institute.

Investment decisions made by the portfolio management team are not subject to the oversight, approval or ratification of a committee.

Administrator

First Asset was appointed as the administrator of the Funds (the “**Administrator**”) (other than First Asset Utility Plus Fund, First Asset Canadian Energy Convertible Debenture Fund and First Asset Canadian Dividend Opportunity Fund) pursuant to the Consolidation Agreement. First Asset was appointed as the administrator of First Asset Utility Plus Fund pursuant to a support agreement dated January 11, 2011. The Administrator’s duties include arranging for commission financing and executing currency hedging on behalf of the Funds and negotiating contracts with third-party providers of services, including, but not limited to, custodians, sub-advisors, transfer agents, accountants, auditors and printers. First Asset is entitled to fees for its services as Administrator as described under “Fees and Expenses” in the Funds’ simplified prospectus.

The Administrator and each of its directors, officers, employees and agents will be indemnified out of the assets of the Funds for which it acts as Administrator in respect of legal fees, judgements and amounts paid in settlement, actually and reasonably incurred by it in connection with the services it provides to these Funds as Administrator, if those fees, judgements and amounts paid in settlement were not incurred as a result of a breach by the Administrator of the standard of care described in the support agreement, and if the Fund has reasonable grounds to believe that the action or inaction that caused the payment of the fees, judgements and amounts paid in settlement was in the best interests of the Fund.

Investment Advisors

First Asset Global Dividend Fund

Prior to the appointment of Jarislowsky Fraser as portfolio manager of the Fund, First Asset acted as the investment advisor pursuant to the terms of an investment advisory agreement.

Pursuant to a portfolio management sub-advisory agreement dated as of November 21, 2014 (the “**Portfolio Management Sub-Advisory Agreement**”) between the Manager and Jarislowsky Fraser,

the Manager appointed Jarislowsky Fraser as an investment sub-advisor for the Fund, effective on or about January 1, 2015.

Founded in 1955 as a research boutique, Jarislowsky Fraser is today one of Canada's largest independent investment management firms. It manages the portfolios of pension funds, foundations, corporations and individuals in Canada, the United States and internationally — representing more than \$35 billion in assets under management. The firm is headquartered in Montreal, with offices in Toronto, Calgary, Vancouver and New York. Jarislowsky Fraser is registered as a portfolio manager in each of the provinces and territories of Canada and as an investment fund manager in certain provinces. The head office and principal place of business of Jarislowsky Fraser is located at 1010 Sherbrooke Street West, 20th Floor, Montreal, Quebec, H3A 2R7.

The following lists the employees of Jarislowsky Fraser who are primarily responsible for the day-to-day management of the First Asset Global Dividend Fund under the Portfolio Management Sub-Advisory Agreement:

<u><i>Name</i></u>	<u><i>Title</i></u>	<u><i>Length of Service</i></u>
Marc Novakoff	Portfolio Manager, Global Equities	14 Years
Kelly Patrick	Portfolio Manager, International Equities	11 Years

Marc Novakoff, CFA, joined Jarislowsky Fraser in 2003 as a global research analyst. Mr. Novakoff co-manages Jarislowsky Fraser's Global Equity, All Countries and Emerging Markets portfolios, and is a member of the firm's Investment Strategy Committee. Prior to joining the firm, Mr. Novakoff worked for CIBC World Markets in investment banking (Industrial Growth Group) and for Pratt & Whitney Canada as a Design Engineer and Engine Cost Controller. He earned an Engineering Degree (Mechanical) from McGill University and an M.B.A. from Harvard Business School.

Kelly Patrick, CFA, joined Jarislowsky Fraser in 2006 as a global research analyst. Mr. Patrick co-manages Jarislowsky Fraser's International Equity, Global Equity and All Countries portfolios, and is a member of the firm's Investment Strategy Committee. Prior to joining the firm, Mr. Patrick spent two years at Palos Capital, a private investment firm in Montreal. He earned an M.B.A. (Finance) from John Molson School of Business in 2004 and did his undergraduate degree at the University of Alberta (BA). Prior to his M.B.A., Mr. Patrick worked as an analyst at a private oil and gas service company in Calgary.

The investment decisions made by these individuals (relating to portfolio securities) are subject to the oversight, approval or ratification of Jarislowsky Fraser's Investment Strategy Committee, which considers the reports prepared by the research team in making its decisions.

Decisions regarding the purchase and sale of portfolio securities and the execution of transactions for the portfolio will be made by Jarislowsky Fraser in accordance with and subject to the terms of the Portfolio Management Sub-Advisory Agreement, provided that any currency hedging strategies, short sales, derivatives or securities lending arrangements for First Asset Global Dividend Fund shall remain the responsibility of the Manager.

Under the Portfolio Management Sub-Advisory Agreement, Jarislowsky Fraser has covenanted to act at all times on a basis which is fair and reasonable to the Fund, to act honestly and in good faith with a view to the best interests of the Fund and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent sub-advisor would exercise in comparable circumstances. The Portfolio Management Sub-Advisory Agreement provides that neither Jarislowsky Fraser nor any of its directors, officers or employees will be liable in any way under the Portfolio Management Sub-Advisory Agreement for any default, failure or defect of the assets of First Asset Global Dividend Fund if Jarislowsky Fraser has satisfied its duties and the standard of care, diligence and skill set out above. Pursuant to the Portfolio Management Sub-Advisory Agreement, the Manager has agreed to indemnify Jarislowsky Fraser, its directors, officers and employees and save them harmless, including out of the property and assets of the Fund, in respect of all losses (other than loss of profits), expenses, costs, claims, actions, damages or liabilities (including legal costs on a solicitor-and-client basis) whatsoever which they may suffer or incur as a result of the wilful misconduct, fraud, negligence, breach or reckless disregard of the duties of the Manager under the Portfolio Management Sub-Advisory Agreement or its directors, officers or employees or a material breach of the Manager's obligations under the Portfolio Management Sub-Advisory Agreement. Pursuant to the Portfolio Management Sub-Advisory Agreement, Jarislowsky Fraser has agreed to indemnify the Manager and the Trustee, and their respective directors, officers and employees and save them harmless in respect of all direct losses (other than loss of profits), expenses, costs, claims, actions, damages or liabilities (including legal costs on a solicitor-and-client basis) whatsoever which they may suffer or incur as a result of the wilful misconduct, fraud, gross negligence or breach or reckless disregard of the duties or standards of care, diligence and skill of Jarislowsky Fraser under the Portfolio Management Sub-Advisory Agreement or its directors, officers or employees or a material breach of Jarislowsky Fraser's obligations under the Portfolio Management Sub-Advisory Agreement.

The Portfolio Management Sub-Advisory Agreement, unless terminated as described below, will continue until the earlier of (i) the effective date of the termination of the Manager as the manager of the Fund, (ii) the effective date of the termination of the Trustee as the trustee of the Fund, (iii) the effective date of dissolution or winding-up of the Fund, and (iv) the effective date of the amalgamation or merger of the Fund with another entity. Jarislowsky Fraser may terminate the Portfolio Management Sub-Advisory Agreement immediately without payment of any penalty: (i) upon 90 days' written notice to the Manager and the Trustee, (ii) if either the Manager is in material breach of the provisions of the Portfolio Management Sub-Advisory Agreement and such breach has not been cured within 30 Business Days after notice thereof has been given to the party in breach, unless such material breach cannot be cured within 30 Business Days' notice and the Manager commences the cure within the 30 Business Day period and completes the cure within 45 days of such notice, (iii) if there is a material change in the investment guidelines to which Jarislowsky Fraser has not agreed; (iv) if there is a dissolution and commencement of winding-up of the Fund, (v) if the Fund becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Fund or a substantial portion of its assets; or (vi) if the assets of the Fund become subject to seizure or confiscation by any public or governmental organization. The Manager may terminate the Portfolio Management Sub-Advisory Agreement immediately without payment of any penalty: (i) upon 90 days' written notice to Jarislowsky Fraser, (ii) if Jarislowsky Fraser commits a material breach which breach has not been cured within 30 Business Days after notice thereof has been given to Jarislowsky Fraser by the Manager or Trustee, unless such material breach cannot be cured within 30 Business Days' notice and Jarislowsky Fraser commences the cure within the 30 Business Day period and completes the cure within 45 days of such notice, (iii) if there is a dissolution and commencement of winding-up of Jarislowsky Fraser, (iv) if Jarislowsky Fraser becomes bankrupt or insolvent or makes a general

assignment for the benefit of its creditors or a receiver is appointed in respect of Jarislowsky Fraser or a substantial portion of its assets, (v) if the assets of Jarislowsky Fraser have become subject to seizure or confiscation by any public or governmental organization, (vi) if Jarislowsky Fraser has lost any registration, licence or other authorization required by it or is otherwise deemed unable to perform its obligations hereunder; or (vii) if Jarislowsky Fraser has failed to satisfy the duties and standard of care, diligence and skill prescribed by the Portfolio Management Sub-Advisory Agreement or acted with wilful misconduct, fraud or negligence.

In consideration of the duties performed under the Portfolio Management Sub-Advisory Agreement, Jarislowsky Fraser will receive from the Manager such portion of the Management Fee as they may agree.

First Asset Canadian Convertible Bond Fund

First Asset was appointed as the investment advisor for First Asset Canadian Convertible Bond Fund under an investment advisory agreement with the Manager. As investment advisor, First Asset is the entity which makes the investment decisions for the Fund, and is responsible for monitoring the currency hedging arrangements entered into by the Fund.

In its investment advisory agreement for this Fund, First Asset covenants to act at all times on a basis which is fair and reasonable to the Fund, to act honestly and in good faith with a view to the best interests of the Fund and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent portfolio advisor would exercise in the circumstances. The investment advisory agreement provides that First Asset will not be liable in any way for any default, failure or defect in any of the securities comprising the Fund's portfolio if it has satisfied the duties and the standard of care, diligence and skill set forth above.

The investment advisory agreement also requires that First Asset and its officers, directors and employees shall be indemnified out of the assets of the Fund in respect of legal fees, judgements and amounts paid in settlement, actually and reasonably incurred by First Asset in connection with the services it provides under the investment advisory agreement, if those fees, judgements and amounts paid in settlement were not incurred as a result of a breach by First Asset of the standard of care described above, and if the Fund has reasonable grounds to believe that the action or inaction that caused the payment of the fees, judgements and amounts paid in settlement was in the best interests of the Fund.

The investment advisory agreement, unless terminated as described below, will continue until the termination of the Fund. The Fund may terminate the investment advisory agreement (i) upon 90 days' notice; (ii) in the event that the First Asset is in Material Breach of the investment advisory agreement and the Material Breach has not been cured within 20 business days' notice thereof; (iii) if there is a dissolution and commencement of winding-up of First Asset; (iv) if First Asset becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of First Asset or a substantial portion of its assets; (v) if the assets of First Asset become subject to seizure or confiscation by any public or governmental organization; (vi) if First Asset has lost any registration, license or other authorization required by it or is otherwise deemed unable to perform the services to be performed by it thereunder; or (vii) if First Asset has acted with wilful misconduct, fraud or negligence and as a result of such action there has been a material adverse effect on the Fund.

The investment advisory agreement will not be subject to termination under clause (ii) above if a Material Breach cannot be cured within 20 business days' notice thereof but First Asset commences the cure within the 20 business day period and completes the cure within 45 days of such notice. In addition, if First Asset purchases or sells a security in the Fund's portfolio or takes any other action with respect to the assets of the portfolio that through inadvertence violates any of the investment guidelines or restriction set forth in the investment advisory agreement and the violation has or will have a material adverse effect on the portfolio, then it will not be considered a Material Breach for purposes of the termination right in (ii) above if First Asset takes action that returns the portfolio to compliance with such guideline or restriction within the cure period described above, as the same may be extended by agreement in writing by the parties to the investment advisory agreement.

First Asset may terminate the investment advisory agreement, without payment of any penalty: (i) upon 90 days' notice; (ii) in the event the Fund is in Material Breach of the provisions thereof and such Material Breach has not been cured within 20 business days' notice of such breach; (iii) if there is a material change in the investment objectives, strategies or restrictions relating to the Fund to which First Asset has not agreed; (iv) if there is a dissolution and commencement of winding-up of the Fund; or (v) if the Fund becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Fund or a substantial portion of its assets.

First Asset REIT Income Fund

First Asset was appointed as the investment advisor for First Asset REIT Income Fund under an investment advisory agreement with the Manager. As investment advisor, First Asset is the entity which makes the investment decisions for the Fund, and is responsible for monitoring the currency hedging arrangements entered into by the Fund.

In its investment advisory agreement for this Fund, First Asset covenants to act at all times on a basis which is fair and reasonable to the Fund, to act honestly and in good faith with a view to the best interests of the Fund and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent portfolio advisor would exercise in the circumstances. The investment advisory agreement provides that First Asset will not be liable in any way for any default, failure or defect in any of the securities comprising the Fund's portfolio if it has satisfied the duties and the standard of care, diligence and skill set forth above.

The investment advisory agreement also requires that First Asset and its officers, directors and employees shall be indemnified out of the assets of the Fund in respect of legal fees, judgements and amounts paid in settlement, actually and reasonably incurred by First Asset in connection with the services it provides under the investment advisory agreement, if those fees, judgements and amounts paid in settlement were not incurred as a result of a breach by First Asset of the standard of care described above, and if the Fund has reasonable grounds to believe that the action or inaction that caused the payment of the fees, judgements and amounts paid in settlement was in the best interests of the Fund.

The investment advisory agreement, unless terminated as described below, will continue until the termination of the Fund. The Fund may terminate the investment advisory agreement (i) upon 90 days' notice; (ii) in the event that First Asset is in Material Breach of the investment advisory agreement and the Material Breach has not been cured within 20 business days' notice thereof; (iii) if there is a dissolution and commencement of winding-up of First Asset; (iv) if First Asset becomes bankrupt or

insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of First Asset or a substantial portion of its assets; (v) if the assets of First Asset become subject to seizure or confiscation by any public or governmental organization; (vi) if First Asset has lost any registration, license or other authorization required by it or is otherwise deemed unable to perform the services to be performed by it thereunder; or (vii) if First Asset has acted with wilful misconduct, fraud or negligence and as a result of such action there has been a material adverse effect on the Fund.

The investment advisory agreement will not be subject to termination under clause (ii) above if a Material Breach cannot be cured within 20 business days' notice thereof but First Asset commences the cure within the 20 business day period and completes the cure within 45 days of such notice. In addition, if First Asset purchases or sells a security in the Fund's portfolio or takes any other action with respect to the assets of the portfolio that through inadvertence violates any of the investment guidelines or restriction set forth in the investment advisory agreement and the violation has or will have a material adverse effect on the portfolio, then it will not be considered a Material Breach for purposes of the termination right in (ii) above if First Asset takes action that returns the portfolio to compliance with such guideline or restriction within the cure period described above, as the same may be extended by agreement in writing by the parties to the investment advisory agreement.

First Asset may terminate the investment advisory agreement, without payment of any penalty: (i) upon 90 days' notice; (ii) in the event the Fund is in Material Breach off the provisions thereof and such Material Breach has not been cured within 20 business days' notice of such breach; (iii) if there is a material change in the investment objectives, strategies or restrictions relating to the Fund to which First Asset has not agreed; (iv) if there is a dissolution and commencement of winding-up of the Fund; or (v) if the Fund becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Fund or a substantial portion of its assets.

First Asset Utility Plus Fund

First Asset was appointed as the investment advisor for First Asset Utility Plus Fund under an investment advisory agreement with the Manager. As investment advisor, First Asset is the entity which makes the investment decisions for the Fund, and is responsible for monitoring the currency hedging arrangements entered into by the Fund.

In its investment advisory agreement for this Fund, First Asset covenants to act at all times on a basis which is fair and reasonable to the Fund, to act honestly and in good faith with a view to the best interests of the Fund and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent portfolio advisor would exercise in the circumstances. The investment advisory agreement provides that First Asset will not be liable in any way for any default, failure or defect in any of the securities comprising the Fund's portfolio if it has satisfied the duties and the standard of care, diligence and skill set forth above.

The investment advisory agreement also requires that First Asset and its officers, directors and employees shall be indemnified out of the assets of the Fund in respect of legal fees, judgements and amounts paid in settlement, actually and reasonably incurred by First Asset in connection with the services it provides under the investment advisory agreement, if those fees, judgements and amounts paid in settlement were not incurred as a result of a breach by First Asset of the standard of care described above, and if the Fund has reasonable grounds to believe that the action or inaction that

caused the payment of the fees, judgements and amounts paid in settlement was in the best interests of the Fund.

The investment advisory agreement, unless terminated as described below, will continue until the termination of the Fund. The Fund may terminate the investment advisory agreement (i) upon 90 days' notice; (ii) in the event that First Asset is in Material Breach of the investment advisory agreement and the Material Breach has not been cured within 20 business days' notice thereof; (iii) if there is a dissolution and commencement of winding-up of First Asset; (iv) if First Asset becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of First Asset or a substantial portion of its assets; (v) if the assets of First Asset become subject to seizure or confiscation by any public or governmental organization; (vi) if First Asset has lost any registration, license or other authorization required by it or is otherwise deemed unable to perform the services to be performed by it thereunder; or (vii) if First Asset has acted with wilful misconduct, fraud or negligence and as a result of such action there has been a material adverse effect on the Fund.

The investment advisory agreement will not be subject to termination under clause (ii) above if a Material Breach cannot be cured within 20 business days' notice thereof but First Asset commences the cure within the 20 business day period and completes the cure within 45 days of such notice. In addition, if First Asset purchases or sells a security in the Fund's portfolio or takes any other action with respect to the assets of the portfolio that through inadvertence violates any of the investment guidelines or restriction set forth in the investment advisory agreement and the violation has or will have a material adverse effect on the portfolio, then it will not be considered a Material Breach for purposes of the termination right in (ii) above if First Asset takes action that returns the portfolio to compliance with such guideline or restriction within the cure period described above, as the same may be extended by agreement in writing by the parties to the investment advisory agreement.

First Asset may terminate the investment advisory agreement, without payment of any penalty: (i) upon 90 days' notice; (ii) in the event the Fund is in Material Breach of the provisions thereof and such Material Breach has not been cured within 20 business days' notice of such breach; (iii) if there is a material change in the investment objectives, strategies or restrictions relating to the Fund to which First Asset has not agreed; (iv) if there is a dissolution and commencement of winding-up of the Fund; or (v) if the Fund becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Fund or a substantial portion of its assets.

First Asset Canadian Energy Convertible Debenture Fund

Pursuant to the Declaration of Trust, in its capacity as Manager of the Fund, First Asset acts as investment advisor for the First Asset Canadian Energy Convertible Debenture Fund and is the entity which makes the investment decisions for the Fund, and is responsible for monitoring the currency hedging arrangements entered into by the Fund.

First Asset Canadian Dividend Opportunity Fund

Pursuant to the Declaration of Trust, in its capacity as Manager of the Fund, First Asset acts as investment advisor for the First Asset Canadian Dividend Opportunity Fund and is the entity which makes the investment decisions for the Fund, and is responsible for monitoring the currency hedging arrangements entered into by the Fund.

Trustee

First Asset is the trustee of the Funds. First Asset's address is 2 Queen Street East, Toronto, Ontario, M5C 3G7. The directors and officers of the Trustee are the same individuals listed under "Responsibility for Fund Operations –Manager", as First Asset is both the manager and trustee of the Fund.

The trustee or any successor trustee may resign upon not less than 60 written notice to unitholders. No such notice is required where a meeting of unitholders has been called to approve the appointment of a successor trustee for the Funds. Any such resignation shall become effective only upon the appointment of a successor trustee, specified in the written notice. Upon the insolvency or similar condition in respect of the trustee, the trustee will be deemed to have resigned, and in the case of all Funds other than First Asset Canadian Dividend Opportunity Fund, is required to proceed to wind up the Funds and distribute their assets to unitholders. The trustee (or any replacement thereof) must at all times (i) be a resident of Canada for the purposes of the Tax Act, (ii) carry out its functions of managing the Funds in Canada, and (iii) exercise the main powers and discretions of the trustee in respect of the Funds in Canada.

The Declaration of Trust provides that the trustee will not be liable in carrying out its duties thereunder except in cases of wilful misconduct, bad faith, negligence or material breach or default by the trustee of its obligations under the Declaration of Trust or in cases where the trustee fails to act honestly and in good faith and in the best interests of unitholders to the extent required by laws applicable to trustees, or fails to exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in the circumstances. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the trustee and indemnifying the trustee, or any of its officers, directors, employees or agents, in respect of certain liabilities incurred by it in carrying out its duties.

First Asset will be entitled to out-of-pocket expenses properly incurred by it on behalf of the Funds in connection with its duties as trustee.

Custodian

CIBC Mellon Trust Company is the custodian of the assets of the Funds pursuant to an agreement dated May 17, 2006, as supplemented, amended and/or restated from time to time. The principal office of the Custodian for purposes of this agreement is c/o CIBC Mellon Global Securities Services Company, 320 Bay Street, Toronto, Ontario M5H 4A6.

Auditors

The auditors of the Funds are Ernst & Young LLP, Toronto, Ontario.

Process for Change of Auditors

The approval of unitholders of the Funds may not be obtained prior to any change of the auditors, however the auditors of the Funds may not be changed unless the IRC has approved the change in accordance with NI 81-107, and a written notice describing the change of auditors is sent to unitholders at least 60 days before the effective date of the change.

Independent Review Committee

As required by NI 81-107, the Funds have an IRC. For additional information see “Fund Governance” below.

Brokerage Arrangements

All Funds (other than First Asset Global Dividend Fund)

The investment advisor of each Fund (the “**Investment Advisor**”) has established policies and procedures for selecting markets, brokers and investment dealers for the execution of transactions in respect of such Fund’s investments and for seeking to obtain best price and execution for those transactions. Each Fund is responsible to pay any commissions negotiated in relation to these brokerage arrangements. The Investment Advisor will evaluate and review on an ongoing and periodic basis, and not less than annually, each broker’s ability to deliver best execution on an aggregate basis over time.

The Investment Advisor’s allocation of brokerage business for effecting portfolio transactions on behalf of the Fund, is based on decisions made by the portfolio managers, analysts and traders of the Investment Advisor and will only be made in compliance with applicable law and in accordance with the Investment Advisor’s policies and procedures. The Investment Advisor does not allocate brokerage business to affiliates. The allocation of business among brokers is based on a number of factors including, but not limited to, the quality of service and the terms offered for specific transactions including price, volume, speed and certainty of execution, the competitiveness of commission terms and prices, the range of services and the quality of research provided and total transaction cost. These same factors are used by the Investment Advisor in making a good-faith determination as to the reasonableness of the commission rate and such other benefits that may be derived by the Fund.

The Investment Advisor utilizes a wide variety of Canadian and international brokerage firms and investment dealers that specialize in macroeconomic and security specific analysis. In addition, the Investment Advisor may, consistent with its duty to seek best price and execution, utilize the services of soft dollar brokerage firms. A portion of the commissions generated through the use of soft dollar brokerage accounts are used to pay for order execution and research goods and services which may include, but are not limited to, order management systems, trading software and raw market data, custody, clearance and settlement services, databases, analytical software and research reports. The order execution and research goods and services may be provided directly from the soft dollar brokerage firm, or indirectly from a third party.

Since the date of the last annual information form, certain brokerage transactions have been directed to soft dollar brokers in return for the provision of market data feeds and research reports. None of these services were provided by an affiliated entity.

The name of any dealer or third party that provides research and/or order execution goods and services through a soft dollar arrangement with the Investment Advisor or any sub-advisors on behalf of the Funds will be provided upon request by contacting the Investment Advisor at 1-877-642-1289 or at info@firstasset.com.

First Asset Global Dividend Fund

Jarislowsky Fraser has the discretion to select brokers for the purpose of executing trades on behalf of its clients in accordance with National Instrument 23-102 and the CFA Institute Soft Dollar Standards. As Sub-Advisor to First Asset Global Dividend Fund, Jarislowsky Fraser seeks to minimize transaction costs and to obtain “best execution” for the Fund. As such, Jarislowsky Fraser expects the brokers it selects to comport with these standards, and regularly reviews its brokerage practices to ensure that they do.

All brokers used by Jarislowsky Fraser must be approved by Jarislowsky Fraser’s Investment Strategy Committee (“ISC”), which reviews broker performance on a regular basis throughout the year. Beyond execution, Jarislowsky Fraser also requires its brokers to consistently report and settle trades in a timely manner. Another factor, which may be taken into account during broker selection by the ISC, is the brokerage firm’s ability to provide “goods and services” to Jarislowsky Fraser, which may include access to research on companies, industries or their management.

In order of importance, Jarislowsky Fraser’s criteria for broker selection are as follows:

Primary Importance:

- I - The quality of trade execution by the broker,
- II - The quality and efficiency of back office functions, such as trade settlement, etc.

Secondary Importance:

- III - The frequency of company management visits to Jarislowsky Fraser’s offices sponsored by the broker,
- IV - The quality of a broker’s research material,
- V - The frequency of analyst visits by a broker.

Jarislowsky Fraser’s research is primarily done in-house and relies, in part, on access to low cost financial information (e.g. company filings, interviews with management and industry association data). Jarislowsky Fraser pays for most goods and services directly while some are paid indirectly out of a portion of the overall commissions charged to clients. The fee paid for these goods and services may be explicit (soft trades) or, more often than not, it may be implicitly embedded in the total commission cost (principal trade). Jarislowsky Fraser only pays goods and services fees using “agency trades” that are available to all clients with similar investment objectives. Jarislowsky Fraser’s trading philosophy is consistent regardless of whether goods and services are included.

In accordance with Jarislowsky Fraser’s trading philosophy, its low portfolio turnover generates a low amount of trading activity and therefore low commissions. Although Canadian regulations permit order execution goods and services to be purchased using soft dollars, Jarislowsky Fraser has chosen not to do so. Only goods and services which help its investment decisions are used in this manner. Starting in 2017, Jarislowsky Fraser has chosen to no longer use soft dollars to pay for explicit goods and services. Commission Sharing Arrangements (“CSA”) may, however, be used to compensate some broker dealers who provide the firm with research related goods and services. In the interest of Best Execution, Jarislowsky Fraser may choose to trade through one broker-dealer but compensate another via CSA. While engaging in any trading arrangement, it is understood that obtaining goods and services should have no adverse effect on the cost or quality of a particular transaction.

Jarislowky Fraser recognizes that it is its fiduciary duty to handle the commissions and brokerage of its clients in a wise and judicious manner. Clients are treated equitably with respect to all areas of trading including trade allocation and commission expenditures. As a firm, Jarislowky Fraser utilizes goods and services to help it manage client assets in a more effective manner. These goods and services benefit all clients, including those who cannot participate in firm transactions, such as those custodied directly at brokerage firms, those whose policies restrict the use of soft dollars and those who recapture a portion of their commissions.

CONFLICTS OF INTEREST

Principal Holders of Securities

Except as set out in the below table, as at March 31, 2017, to the knowledge of First Asset, there are no persons or companies who are owners of record or who own beneficially, directly or indirectly, more than 10% of the issued and outstanding voting securities in the capital of the First Asset or any class of units of the Funds. First Asset is an indirect wholly-owned subsidiary of CI Financial Corp.

Security Holder	Relationship	Fund	Designation of Securities	Type of Ownership	Number of Securities Owned	Percentage of Designated Securities Owned
Donview Properties Inc.	Unitholder	First Asset Global Dividend Fund	Class F	Beneficial	21,972.173	27.58%
Individual Investor "A"	Unitholder	First Asset Global Dividend Fund	Class A1	Beneficial	25,112.910	17.35%
Austrocan Investments Inc.	Unitholder	First Asset Canadian Energy Convertible Debenture Fund	Class F	Beneficial	29,373.951	25.43%

To protect the privacy of individual investors, we have omitted the names of the individual investors. This information is available on request by contacting First Asset at 416-642-1289 or 1-877-642-1289.

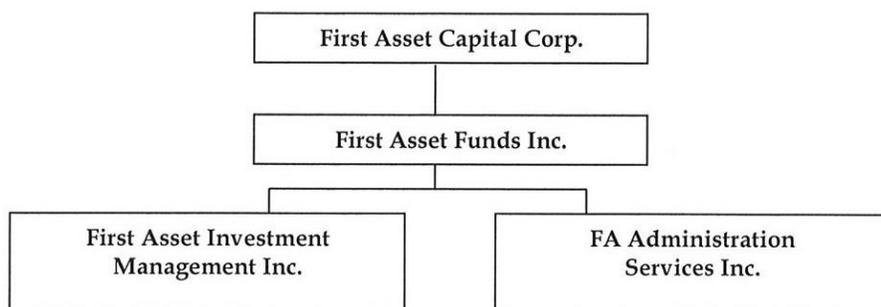
As at March 31, 2017, to the knowledge of First Asset, the members of the IRC do not beneficially own, directly or indirectly, in aggregate, 10% ownership in any Fund, nor have any ownership interest in the Manager, CI Financial Corp., or in any person or company that provides services to the Funds or the Manager of the Funds.

Affiliated Entities

FA Administration Services Inc., an affiliate of First Asset, administers the relationship with the IRC, but receives no compensation for doing so. Certain of the directors and senior officers of First Asset also serve as directors and/or senior officers of FA Administration Services Inc.: Barry H. Gordon (Director, President and Chief Executive Officer), Paul V. Dinelle (Director and Executive Vice-President), Z. Edward Akkawi (Director and Chief Operating Officer), and Karen Wagman (Chief Financial Officer).

Except as described in this annual information form and the related simplified prospectus, there are no entities affiliated with First Asset who provide services to the Funds.

The following chart illustrates the relationship between First Asset and its affiliates, each of which is wholly owned. First Asset and F.A. Administration Services Inc. are indirectly owned by FA Capital through First Asset Funds Inc.



Note: All ownership is 100%

Services Not Exclusive

The services to be provided by First Asset, and any portfolio manager, are not exclusive to the Funds and nothing in the Declaration of Trust or elsewhere prevents them from providing similar services to other investment funds and other clients (whether or not their investment objectives and policies are similar to those of the Funds) or from engaging in other activities.

Investment decisions made for a Fund by First Asset, or any portfolio manager, will generally be made independently of those made for their other clients and independently of their own investments. On occasion, however, First Asset, or any portfolio manager, may make the same investment for a Fund and for one or more of its other clients. If that Fund and one or more of such other clients are engaged in the purchase or sale of the same security, the transactions will be effected on an equitable basis.

FUND GOVERNANCE

First Asset

All employees of First Asset are bound by:

- (a) a Code of Ethics and Conduct which, among other things, addresses proper business practices, conflicts of interest and personal trading rules; and

- (b) the First Asset Investment Fund Conflicts Policy and Procedures which, among other things, addresses conflicts of interests involving investment funds managed or administered by the Manager, the Trustee and the Investment Advisor as required under NI 81-107.

There are no formal risk management policies, practices or guidelines, however, each of the Funds is managed in accordance with its investment objectives, strategy, practices and restrictions as set out in the Funds' simplified prospectus, which are monitored regularly by appropriate personnel to ensure compliance therewith.

Independent Review Committee

The Funds have an independent review committee ("IRC") in accordance with NI 81-107. The current members of the IRC are Messrs. Douglas A. S. Mills (Chair), Carl M. Solomon and John Reucassel.

The IRC is responsible for overseeing conflicts of interest matters relating to the Funds, which are identified by the Manager. NI 81-107 requires the Manager to have policies and procedures relating to conflicts of interest. The mandate of the IRC is to review and provide input or recommendations to the Manager on all conflict of interest matters that the Manager refers to the IRC. The IRC has adopted a written charter which it will follow when performing its functions and will be subject to requirements to conduct regular assessments and provide reports to the Funds and their unitholders in respect of its functions on an annual basis. In performing their duties, members of the IRC are required to act honestly, in good faith and in the best interests of the Funds and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The relationship with the IRC is administered by FA Administration Services Inc., an affiliate of First Asset.

Members of the IRC currently receive aggregate annual compensation of \$137,200 plus applicable taxes and reimbursement of expenses. For 2017, the Chair of the IRC is paid an annual retainer of \$57,200, and each other IRC member is paid an annual retainer of \$40,000. The costs and expenses associated with the IRC are shared among the Funds and other investment funds in the First Asset family of funds. The Funds have agreed to indemnify each IRC member as permitted under NI 81-107, and have entered into an indemnity agreement to that effect with each IRC member.

Annual reports of the IRC to unitholders, in respect of its activities on behalf of each Fund, are available at the time the annual financial statements of each Fund are made public. These reports are filed on SEDAR (the System for Electronic Document Analysis and Retrieval, found at www.sedar.com) and on the Funds' website at www.firstasset.com. The Manager will provide a copy of the most recent of these reports to unitholders of a Fund free of charge upon request to the Manager at 2 Queen Street East, Toronto, Ontario M5C 3G7 or by email at info@firstasset.com.

Use of Derivatives

Derivatives will be used by the Funds as disclosed in the Funds' simplified prospectus. They are not used for leverage and are used principally in connection with currency hedging which is primarily implemented through the use of forward contracts. Derivatives must be used in compliance with the detailed rules in NI 81-102 which are designed to minimize counterparty risk and to ensure that the use of derivatives is not speculative or involve the Funds in leverage, and in a manner consistent with the Fund's investment objectives and strategies. Except as provided in NI 81-102 and subject to compliance with such objectives and strategies, there are no other limits or controls on a Fund's use of derivatives.

Under the Manager's policies and procedures with respect to the use of derivatives, the Manager is responsible for initiating, approving and supervising all derivative transactions. All portfolio transactions, including derivative transactions, are reviewed monthly by the Manager's compliance department to ensure that they are consistent with the policies, strategies and procedures for an applicable Fund. The effective derivatives exposure of a Fund, if any, is monitored by the Manager of the Funds on an on-going basis and any margin required in connection with a Fund's derivatives positions is held by, and derivatives trading is undertaken with, independent third party organizations in compliance with the requirements of NI 81-102. Derivative transactions are regularly assessed by derivative type, term, and counterparty. The Manager regularly tests the derivative management activities in order to: (a) ensure that derivatives activities are in compliance with the Manager's derivatives policies and procedures and with the laws and regulations to which these activities are subject; (b) ensure that derivative transactions are duly authorized and accurately and completely recorded on the books and records of the Funds; (c) ensure that the securities are properly valued on the books and records of the Funds; and (d) ensure that hedging activities are consistent with the Manager's derivatives/securities portfolio management policies and procedures for the Funds. The Trustee does not have day-to-day involvement in the risk management process.

Securities Lending

The Manager has entered into a written securities lending authorization agreement (a "**Securities Lending Agreement**") with its Canadian sub-custodian, Canadian Imperial Bank of Commerce in Toronto, Ontario (as "**Lending Agent**") and certain of its affiliates, pursuant to which the Lending Agent's agent, CIBC Mellon Global Securities Services Company, administers securities lending transactions for the Funds. The Lending Agent is not an affiliate or an associate of the Manager. The Securities Lending Agreement complies with the applicable provisions of NI 81-102.

The Manager manages the risks associated with securities lending by requiring the Lending Agent to, among other things: (a) enter into securities lending transactions with borrowers selected by the Lending Agent on a basis of certain creditworthiness standards applied by the Lending Agent; (b) maintain appropriate internal controls and procedures which include, as applicable, transaction and credit limits for borrowers; (c) establish daily the market value of both the securities loaned by a Fund under a securities lending transaction and the collateral held by such Fund. If on any day the mark to market value of the cash or collateral is less than 102% of the market value of the borrowed securities, the Lending Agent will request that the borrower provide additional collateral to the Fund to make up the shortfall; and (d) ensure that the collateral to be delivered to the Fund is one or more of cash, qualified securities or securities immediately convertible into, or exchangeable for, securities of the same issuer, class or type, and same term, if applicable, as the securities being loaned by such Fund.

Pursuant to the Securities Lending Agreement, the Fund and the Manager will indemnify the Lending Agent, and the Lending Agent will indemnify the Fund, from all claims, losses, damages, liabilities, costs and expenses (including reasonable counsel fees and expenses but excluding consequential or indirect damages), suffered by any party arising from: (i) the failure of the indemnifying party to perform any of its obligations under the Securities Lending Agreement, (ii) any inaccuracy of any representation or warranty made by the indemnifying party in the Securities Lending Agreement, or (iii) any fraud, bad faith, wilful misconduct, gross negligence or reckless disregard of duties by the indemnifying party, in connection with or relating to the Securities Lending Agreement.

The Securities Lending Agreement may be terminated at any time at the option of either party upon 60 days' prior written notice to the other party.

The Manager reviews its written policies and procedures at least annually to ensure that the risks associated with securities lending transactions are being properly managed. The Lending Agent reviews its written policies and procedures at least annually. The Lending Agent employs a risk management framework of counterparty limits and stringent collateral guidelines, including counterparty and program minimums and maximums for various security classes. Acceptable counterparties, counterparty limits and collateral guidelines are reviewed and amended as dictated by market conditions. At present, there are no simulations used to test the portfolios under stress conditions to measure risk in connection with the use of securities lending transactions.

Short Selling

The Funds may engage in short selling transactions. Prior to any of the Funds engaging in short selling, the Manager will adopt appropriate written policies and procedures that prescribe the risk management procedures applicable to such transactions. The Funds will only engage in short sales as permitted by Canadian securities regulators, including the requirement to provide unitholders with not less than 60 days written notice of its intention to do so.

Voting of Portfolio Securities

The proxies associated with the voting securities owned by each of the Funds will be voted by First Asset in accordance with its proxy voting policy (the "**Proxy Voting Policy**"). The objective in voting is to support proposals and director nominees that maximize the value of each Fund's investments – and those of its unitholders – over the long term. In evaluating proxy proposals, information from many sources will be considered, including management or shareholders of a company presenting a proposal and independent proxy research services. Substantial weight will be given to the recommendations of a company's board, absent guidelines or other specific facts that would support a vote against management. First Asset has developed guidelines that address the following circumstances: election of directors; contested director elections; classified boards; director/officer indemnification; director ownership; approval of independent auditors; stock based compensation plans; bonus plans; employee stock purchase plans; executive severance agreements; shareholder rights plans; defences; cumulative voting; and voting requirements matters related to shareholder meetings, among others.

While serving as a framework, the Proxy Voting Policy cannot contemplate all possible proposals with which a Fund may be presented. In the absence of a specific guideline for a particular proposal (e.g., in the case of a transactional issue or contested proxy), First Asset will evaluate the issue and cast a Fund's vote in a manner that, in First Asset's view, will maximize the value of the Fund's investment.

In any case where there is the potential for a conflict of interest between the interests of a Fund and the interests of First Asset, its affiliates or their respective employees in connection with the exercise of voting rights of securities held by a Fund, First Asset will refer the conflict to the IRC for its consideration and advice in accordance with the governing documentation of the Fund and the relevant provisions of NI 81-107.

If a Fund has a portfolio manager which is not First Asset, First Asset will defer to the proxy voting guidelines of the external portfolio manager, whom First Asset believes is better positioned to

vote such proxies. To the extent of any inconsistency between the portfolio manager's guidelines and First Asset's guidelines, the former govern.

The current Proxy Voting Policy and procedures of First Asset are available to unitholders on request, at no cost, by calling toll-free 1-877-642-5998, on the Internet at www.firstasset.com or by writing to 2 Queen Street East, Toronto, Ontario M5C 3G7.

Each Fund's proxy voting record for the annual period from July 1 to June 30 will be available at any time after August 31 following the end of that annual period, to any unitholder on request, at no cost, and will also be available on the Internet at www.firstasset.com. Information contained on www.firstasset.com is not part of this annual information form and is not incorporated herein by reference.

First Asset Global Dividend Fund

Jarislowsky Fraser may exercise proxy votes on behalf of the First Asset Global Dividend Fund based on the following policy and procedures, provided appropriate arrangements are in place with its custodian.

Jarislowsky Fraser's goal is to accrue and enhance economic value for its clients. This entails voting along with the board of directors (or independent board members in cases where a conflict of interest with management or a significant owner are evident), who as shareholder representatives must act in the best interest of the shareholder.

In cases where Jarislowsky Fraser strongly believes that a certain proposal will unduly increase the risk level or reduce the economic value of the relevant security, and that value will be enhanced by voting against a board of directors, it will do so. In the same vein, if Jarislowsky Fraser believes that the voting of a particular proxy may reduce the economic value of the security, then it may elect not to participate in such a vote.

If there are any potential conflicts of interest, Jarislowsky Fraser will notify the Manager of its voting intentions and disclose the nature of the conflict.

Jarislowsky Fraser may make use of external proxy service advisors, however all proxy decisions are made internally. Jarislowsky Fraser may also use external parties to cast and reconcile these votes.

Jarislowsky Fraser will endeavour to vote every proxy received. Together with external service providers, Proxy Voting personnel attempt to reconcile records of stock held against proxies received. Where possible missing proxies are tracked, with attempts made to receive the proxy prior to the vote date.

FEES AND EXPENSES

Reduced management fees or support fees may be offered to selected investors. The reduced fee is negotiated between the Manager of the applicable Fund and the investor and/or the investor's registered representative. The size of the reduction generally depends on the size of the investment in a Fund at the time the investment is made. When the Manager of a Fund reduces its fees in this manner, the amount of the reduction is distributed to the investor by the Fund and is called a management fee distribution.

The Manager of a Fund may offer to reimburse certain expenses of a Fund with respect to units held by investors that have very large holdings in a Fund. In such cases, the Manager of the Fund reimburses the Fund for such expenses and the Fund pays the large investor an amount equal to the reimbursement. When the Manager of a Fund agrees to reimburse expenses in this manner, the amount of the reduction is distributed to the investor by the Fund and is called a trust expense distribution.

These distributions are calculated and credited daily and paid at least quarterly, first out of net income and net realized capital gains and then out of capital of the Fund. Management fee distributions and trust expense distributions must be reinvested in the Fund, unless the Manager of the Fund agrees otherwise.

Because the fees paid to the Manager of the Fund are reduced by management fee distributions and trust expense distributions, the Fund has fewer expenses to offset against its net income. As a result, distributions increase. However, these increased distributions are paid only to the investor with whom the Manager of the Fund agreed to offer reduced fees or with respect to whose units certain expenses of the Fund were reimbursed. That investor will incur tax on any income and realized taxable capital gains received in the form of management fee distributions or trust expense distributions.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a fair summary of the principal Canadian federal income tax considerations generally applicable to the Funds and to their unitholders who at all relevant times are Registered Plans or individuals (other than trusts) resident in Canada, who deal at arm's length and are not affiliated with the Funds and who hold their units of the Funds as capital property, all within the meaning of the Tax Act.

Generally, units of the Funds will be considered to be capital property to a unitholder provided that the unitholder does not hold such units in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Since each Fund is a "mutual fund trust" for purposes of the Tax Act, certain unitholders of each Fund who might not otherwise be considered to hold units of a Fund as capital property may, in certain circumstances, be entitled to have such units and all other "Canadian securities" owned or subsequently acquired by them treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. This summary does not apply to a unitholder of a Fund who has entered or will enter into a "derivative forward agreement" as that term is defined in the Tax Act with respect to the units of such Fund.

This summary is based upon the facts set out in this annual information form, current provisions of the Tax Act and an understanding of the administrative policies and assessing practices of the Canada Revenue Agency that have been made publicly available prior to the date of this annual information form. This summary takes into account specific proposals to amend the Tax Act publicly announced by the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**"). There can be no assurance that the Proposed Amendments will be enacted in the form currently proposed or at all. Otherwise, this summary does not take into account or anticipate any changes in law or administrative policies or assessing practices, whether by legislative, governmental or judicial action or decision.

This summary is based on the assumption that at all times each of the Funds has complied and will continue to comply with its investment restrictions, that none of the issuers of the securities comprising the portfolio of a Fund is a foreign affiliate of the Fund for purposes of the Tax Act and that

none of the securities comprising the portfolio of a Fund is a “tax shelter investment” within the meaning of section 143.2 of the Tax Act. Further, this summary assumes that none of the securities comprising the portfolio of a Fund will be an “offshore investment fund property” (or an interest in a partnership which holds such property) that would require the Fund (or the partnership) to include significant amounts in income pursuant to section 94.1 of the Tax Act or an interest in a trust (or a partnership which holds such an interest) which would require the Fund (or the partnership) to report income in connection with such interest pursuant to the rules in section 94.2 of the Tax Act, or an interest in a non-resident trust (or a partnership which holds such an interest) other than an “exempt foreign trust” as defined in section 94 of the Tax Act.

This summary is of a general nature only and does not take into account the tax laws of any province or territory or of any jurisdiction outside Canada. It is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor. Further, this summary does not describe the tax consequences relating to the deductibility of interest on money borrowed to acquire units of the Funds. Investors are urged to consult with their own tax advisors for advice with respect to their particular circumstances.

Status of the Funds

This summary is based on the assumption that each Fund has qualified and will continue to qualify at all times as a “mutual fund trust” within the meaning of the Tax Act and that the Fund elected under the Tax Act to be a mutual fund trust from the date it was established. To qualify as a mutual fund trust, a Fund must satisfy various requirements including minimum distribution requirements relating to the units of a particular class of the Fund. In addition, the Fund may not reasonably at any time be considered to be established or maintained primarily for the benefit of non-resident persons unless, at that time, substantially all of its property consists of property other than property that would be “taxable Canadian property” within the meaning of the Tax Act (if the definition of such term were read without reference to paragraph (b) of that definition). In the event a Fund were not to qualify as a mutual fund trust at all times, the income tax consequences described below would in some respects be materially and adversely different in respect of that Fund.

Taxation of the Funds

Each of the Funds has a taxation year end of December 15. Each Fund is subject to tax in each taxation year under Part I of the Tax Act on the amount of its income for the taxation year, including net realized taxable capital gains, less the portion thereof that it deducts in respect of the amounts paid or payable to unitholders in the calendar year in which the taxation year ends. An amount will be considered to be payable to a unitholder in a taxation year if it is paid to the unitholder in the calendar year in which the taxation year ends by the Fund (regardless of whether it is in cash or automatically invested in additional units) or if the unitholder is entitled in that calendar year to enforce payment of the amount. The Manager intends that the annual income (including net realized capital gains, less unapplied capital losses from prior years) of each Fund will be payable to unitholders each year to the extent necessary so that the Funds will not have any liability for tax under Part I of the Tax Act (after taking into account Capital Gains Refunds (as defined below) of the Fund), and the Manager anticipates that there will be no non-refundable tax payable by the Funds under Part I of the Tax Act.

Each Fund will be entitled for each taxation year throughout which it is a mutual fund trust for purposes of the Tax Act to reduce (or receive a refund in respect of) its liability, if any, for tax on its net

realized capital gains by an amount determined under the Tax Act based on the redemptions of units during the year (the “**Capital Gains Refund**”). The Capital Gains Refund in a particular taxation year may not completely offset the tax liability of the Fund for such taxation year which may arise upon the sale or other disposition of securities in the Fund’s portfolio in connection with the redemption of units.

Upon the actual or deemed disposition of a security included in a Fund’s portfolio, such Fund will generally realize a capital gain (or capital loss) to the extent the proceeds of disposition net of any amounts included as interest on the disposition of the security and any reasonable costs of disposition exceed (or are less than) the adjusted cost base of such security unless the Fund were considered to be trading or dealing in securities or otherwise carrying on a business of buying and selling securities or the Fund has acquired the security in a transaction or transactions considered to be an adventure or concern in the nature of trade. Each Fund purchases securities with the objective of receiving distributions and income thereon and takes the position that gains and losses realized on the disposition thereof are capital gains and capital losses. Each Fund has also made an election under subsection 39(4) of the Tax Act so that all securities, including securities acquired for short sale purposes, included in the Fund’s portfolio that are “Canadian securities” (as defined in the Tax Act) are deemed to be capital property to such Fund.

One-half of any capital gains realized by a Fund in a taxation year on the disposition of securities included in the Fund’s portfolio will be included in computing the income of the Fund as taxable capital gains for the year and one-half of any capital losses realized by the Fund in a taxation year must be deducted as allowable capital losses against taxable capital gains realized by the Fund for the year in accordance with the provisions of the Tax Act. Allowable capital losses for a taxation year of the Fund in excess of taxable capital gains for the year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against taxable capital gains in accordance with the provisions of the Tax Act.

In general, gains and losses realized by a Fund from derivative transactions, as well as certain other short sales of securities, will be on income account except where such derivatives are used to hedge portfolio securities held on capital account provided there is sufficient linkage (subject to the DFA Rules discussed below), and will be recognized for tax purposes at the time they are realized by the Fund. Pursuant to Proposed Amendments released on March 22, 2017, an election to realize gains and losses on “eligible derivatives” (as defined in such Proposed Amendments) of a Fund on a mark-to-market basis may be available. The Manager will consider whether such election, if available, would be advisable for any Fund.

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

Each Fund may enter into transactions denominated in currencies other than the Canadian dollar, including acquisition of securities in its portfolio. The cost and proceeds of disposition of securities and all other amounts are determined for purposes of the Tax Act in Canadian dollars using

appropriate exchange rates determined in accordance with the detailed rules in the Tax Act in that regard. In addition, each Fund is required to compute its net income and net realized capital gains in Canadian dollars in accordance with the detailed rules in the Tax Act and may, as a consequence, realize income or capital gains by virtue of changes in the value of the relevant foreign currency relative to the Canadian dollar. Gains or losses in respect of currency hedges entered into in respect of amounts invested in the portfolio of a Fund will likely constitute capital gains and capital losses to the Fund if the securities in the portfolio are capital property to the Fund provided that there is sufficient linkage. Certain Proposed Amendments, if enacted as proposed, should clarify that the DFA Rules discussed above generally should not apply to such foreign currency hedges.

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

In computing its income for tax purposes, a Fund is required to include in its income for each taxation year any dividends received (or deemed to be received) by it in such year on a security included in the portfolio of the Fund.

The Tax Act provides that in certain circumstances a trust (other than a trust that throughout the taxation year is a mutual fund trust) may become liable for alternative minimum tax for the taxation year. Provided that a Fund is and remains a mutual fund trust throughout each taxation year, the Fund will not be liable for alternative minimum tax under the Tax Act.

The Tax Act provides for a special tax on the designated income of certain trusts (other than mutual fund trusts) that have designated beneficiaries. This tax does not apply in a taxation year to a trust that was a mutual fund trust within the meaning of the Tax Act throughout the year. The Manager anticipates that each Fund will be a mutual fund trust under the Tax Act throughout the taxation year and, accordingly, it is expected that none of the Funds will have any liability with respect to this special tax.

Each Fund is entitled to deduct an amount equal to the reasonable expenses that it incurs in the course of issuing units. Such issue expenses paid by a Fund and not reimbursed will be deductible by the Fund ratably over a five-year period subject to reduction in any taxation year which is less than 365 days. In computing its income under the Tax Act, a Fund may deduct reasonable administrative and other expenses incurred to earn income.

Each of the Funds is taxed as a single entity, notwithstanding that its units may be divided into classes. Accordingly, the taxable income of each Fund will be determined for the Fund as a whole, taking into account all of the expenses (including management fees) of the Fund whether such expenses are common expenses or attributable to a particular class. In certain circumstances, this may result in expenses attributable to one class being used to reduce the income attributable to another class.

With respect to indebtedness, including a convertible debenture, a Fund is required to include in its income for a taxation year all interest thereon that accrues (or is deemed to accrue) to it to the end of that taxation year (or until the disposition of the indebtedness in the taxation year) or that has become receivable or is received by the Fund before the end of that taxation year, including on a conversion, redemption or repayment on maturity, except to the extent that such interest was included in computing the Fund's income for a preceding taxation year and excluding any interest that accrued prior to the time of the acquisition of the indebtedness by the Fund.

On a conversion by the Fund of a convertible debenture into shares of a corporation, the Fund will be considered not to have disposed of the convertible debenture and to have acquired the shares at a cost equal to the adjusted cost base to the Fund of the convertible debenture immediately before the exchange.

On a conversion by the Fund of a convertible debenture into units of an income fund that is a trust or a limited partnership, the Fund will be considered to have disposed of the convertible debenture for proceeds of disposition equal to the aggregate of the fair market value of the units so acquired at the time of the conversion (other than any units received in payment of interest) and the amount of any cash received in lieu of fractional units.

On a redemption or repayment of a convertible debenture, the Fund will be considered to have disposed of the convertible debenture for proceeds of disposition equal to the amount received by the Fund (other than an amount received on account of interest) on such redemption or repayment.

On any other disposition by the Fund of a convertible debenture, interest accrued thereon to the date of disposition and not yet due will be included in computing the Fund's income, except to the extent such amount was otherwise included in the Fund's income, and will be excluded in computing the Fund's proceeds of disposition of the convertible debenture.

With respect to an income trust that is a trust resident in Canada whose units are included in the portfolio of a Fund and held by the Fund as capital property for the purposes of the Tax Act, and that is not subject in a taxation year to the tax under the rules in the Tax Act applicable to certain publicly traded trusts and partnerships (the "**SIFT Rules**"), the Fund is required to include in its income for a taxation year such portion of the net income and the taxable portion of net realized capital gains of such income trust as is paid or becomes payable to the Fund by such trust in the calendar year in which that taxation year of the Fund ends, notwithstanding that certain of such amounts may be reinvested in additional units of the income trust. Provided appropriate designations are made by the income trusts, any net taxable capital gains realized by the income trusts, foreign source income of the income trusts and taxable dividends received by the income trusts from taxable Canadian corporations that are paid or become payable to the Fund effectively retain their character as such in the hands of the Fund.

A Fund is generally required to reduce the adjusted cost base of the units of such an income trust to the extent that all amounts paid or payable in a year by the income trust to the Fund exceed the sum of the amounts included in the income of the Fund for the year and the Fund's share of the non-taxable portion of capital gains of such income trust for the year, the taxable portion of which was designated in respect of the Fund. To the extent that the adjusted cost base to the Fund of the units of such income trust would otherwise be less than zero, the negative amount is deemed to be a capital gain realized by the Fund and the Fund's adjusted cost base of such units will be increased by the amount of such deemed capital gain to zero.

With respect to an issuer that is a limited partnership whose securities are included in the portfolio of a Fund and held by the Fund as capital property for the purposes of the Tax Act, and that is not subject in a taxation year to the tax under the SIFT Rules, the Fund is required to include or, subject to certain restrictions, is entitled to deduct, in computing its income for a taxation year, its share of the net income or loss for tax purposes of the issuer allocated to the Fund for the fiscal period of the issuer ending in the calendar year in which that taxation year ends, whether or not a distribution is received. In general, the adjusted cost base of such securities is the cost of such securities to the Fund plus the share of the income and capital gains of the issuer allocated to the Fund for fiscal years of the issuer ending before the particular time less the share of losses and capital losses of the issuer allocated to the Fund for fiscal years of the issuer ending before the particular time, and less the Fund's share of any distributions received from the issuer before the particular time. If the adjusted cost base to the Fund of the securities of such an issuer would otherwise be less than zero at the end of the fiscal year of the limited partnership, the negative amount is deemed to be a capital gain realized by the Fund and the Fund's adjusted cost base of such securities is increased by the amount of such deemed capital gain to zero.

Under the SIFT Rules, each issuer in the portfolio of a Fund that is a SIFT trust or SIFT partnership as defined under the SIFT Rules (which will generally include income trusts, other than certain real estate investment trusts and certain partnerships, the units of which are listed or traded on a stock exchange or other public market) is subject to a special tax in respect of (i) income from business carried on in Canada, and (ii) certain income (other than taxable dividends) and capital gains in respect of "non-portfolio properties" (collectively, "**Non-Portfolio Earnings**"). The SIFT Rules provide that Non-Portfolio Earnings that are earned by a SIFT partnership or are distributed by a SIFT trust to its unitholders will be taxed at a rate that is equivalent to the federal general corporate tax rate plus a prescribed amount on account of provincial tax. The SIFT Rules stipulate that any Non-Portfolio Earnings that become payable by a SIFT trust or earned by a SIFT partnership will generally be taxed as though they were a taxable dividend from a taxable Canadian corporation and will be deemed to be an "eligible dividend" eligible for the enhanced gross-up and dividend tax credit rules under the Tax Act.

The Manager expects that most of the real estate investment trusts resident in Canada, the units of which are included in the portfolio of First Asset REIT Income Fund, will be characterized as income trusts not subject to tax under the SIFT Rules.

As discussed above, generally, the SIFT Rules affect trusts, the units of which are listed or traded on a stock exchange or other public market. No units of any of the Funds are listed or traded on a stock exchange and the Manager understands that no units of any of the Funds are listed or traded on any other public market, which includes a trading system or organized facility on which securities that are qualified for public distribution are listed or traded, but does not include a facility that is operated solely to carry out the issuance of a security or its redemption, acquisition or cancellation by the issuer. Based on that information, none of the Funds should be considered a SIFT trust under the Tax Act.

Taxation of Individual Unitholders

A unitholder is generally required to include in computing income for purposes of the Tax Act the amount of any net income including net taxable capital gains of a Fund for each taxation year (computed prior to the deduction of amounts payable to the unitholder for the year) which is paid or payable to the unitholder in the calendar year in which such taxation year ends (including by way of management fee distributions or trust expense distributions), whether such amount is reinvested in

additional units of the Fund or paid to the unitholder in cash. The Declaration of Trust provides that the annual income (including net realized capital gains less unapplied capital losses from prior years) of the Funds for a taxation year will be paid to unitholders in the calendar year in which such taxation year ends and distributed to the extent and in the manner described under "Taxation of the Funds". Any loss of the Fund for purposes of the Tax Act cannot be allocated to, and cannot be treated as a loss of, a unitholder.

In general, provided the appropriate designations are made by a Fund, unitholders will be subject to tax under the Tax Act on their allocated portion of dividends from taxable Canadian corporations, foreign source income and net taxable capital gains of the Fund for a year in the same manner as if such amounts had been received directly by the unitholder. Accordingly, such amounts will generally retain their character and source for tax purposes, including for the purposes of determining a unitholder's entitlement to the dividend tax credit and the foreign tax credit under the Tax Act. An enhanced gross-up and dividend tax credit is available on eligible dividends received from a corporation resident in Canada which are so designated by the Fund. Amounts designated as taxable dividends from taxable Canadian corporations or as net realized taxable capital gains will also be taken into account in determining the unitholder's liability, if any, for alternative minimum tax under the Tax Act.

A Fund is permitted to deduct in computing its income for purposes of the Tax Act an amount less than the amount of its distributions in a year to the extent necessary to enable the Fund to utilize losses from prior years in a particular year without affecting the ability of the Fund to distribute its income annually. Provided appropriate designations are made by a Fund, such amount distributed out of the Fund's income (including net realized taxable capital gains) but not deducted by the Fund will not be required to be included in the income of unitholders. However, unless such amount relates to the non-taxable portion of capital gains, the taxable portion of which has been allocated and designated as payable to unitholders, such amount generally will reduce the adjusted cost base of the unitholders' units. A Fund may also distribute to a unitholder amounts in excess of the unitholder's share of the Fund's net income (including net realized capital gains). Such excess distributions will not be included in the income of a unitholder but will, subject to the comments above, generally reduce the adjusted cost base per unit of the unitholder's units. To the extent that the unitholder's adjusted cost base of a unit would otherwise become a negative amount the unitholder will be deemed to realize a capital gain equal to such negative amount and the adjusted cost base of the unit will be increased by the amount of such capital gain to zero.

Upon the redemption or other disposition of a unit, a unitholder will realize a capital gain (or a capital loss) to the extent that the proceeds of disposition of the unit (which do not include any amount of capital gains payable by a Fund to the unitholder which represents capital gains realized by the Fund in connection with dispositions to fund the redemption), net of any reasonable expenses of disposition (including redemption fees), exceed (or are exceeded by) the unitholder's adjusted cost base of the unit as determined for the purposes of the Tax Act. For the purpose of determining the adjusted cost base of units of a particular class to a unitholder, when units of that class are acquired, the cost of the newly acquired units of that class will be averaged with the adjusted cost base of all units of the same class owned by the unitholder as capital property immediately before that time. The cost of units acquired as a distribution from a Fund will generally be equal to the amount of the distribution.

One-half of any capital gains realized by a unitholder or taxable capital gains designated by a Fund in respect of a unitholder in a taxation year of the unitholder will be included in computing the income of the unitholder as taxable capital gains for the year and one-half of any capital losses realized

by the unitholder in a taxation year of the unitholder must be deducted as allowable capital losses against taxable capital gains for the year in accordance with the provisions of the Tax Act. Allowable capital losses for a taxation year of the unitholder in excess of taxable capital gains for the year 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. Taxable capital gains realized by a unitholder on a disposition of units will be taken into account in determining the unitholder's liability, if any, for alternative minimum tax under the Tax Act. A consolidation of units following a distribution paid in the form of additional units or automatic reinvestment of cash distributions will not be regarded as a disposition of units and will not affect the aggregate adjusted cost base of units to a unitholder.

Where a Fund pays or makes payable an amount after December 15 and before the end of the calendar year, such amount is deemed to have been paid or to have become payable at the end of the Fund's taxation year. Since capital gains of the Funds are paid and allocated only in the year that they are realized and income and net realized capital gains are distributed on a periodic basis, prospective purchasers acquiring units of a Fund may incur tax on gains in that Fund that are unrealized, and gains that have been realized or income that has been earned by the Fund but not distributed at such time as the units are acquired. Moreover, unitholders of a Fund who acquire their units after December 15 and on or before December 31 of that year may incur tax on income earned or capital gains realized by such Fund for its taxation year ended December 15, before the unitholder acquired the units.

Upon any switch of units in any Fund for units of another Fund, the units of the first Fund will be redeemed and the amount paid on the redemption will be paid to purchase units of the other Fund. For the purpose of computing a unitholder's capital gain or capital loss on units redeemed (including on a switch), the proceeds of disposition will be determined as the amount paid on the redemption less any amount allocated and designated as capital gains payable to the unitholder.

Units Held by Registered Plans

Provided a Fund qualifies as a "mutual fund trust" under the Tax Act, units of such Fund will be qualified investments for Registered Plans. The proceeds of redemption of units and amounts of income including net realized taxable capital gains distributed by the Fund to Registered Plans are generally not taxable while retained by such Registered Plans. The proceeds of disposition of units and amounts of income including net realized taxable capital gains distributed by the Fund to a tax-free savings account ("TFSA") will not be taxable when withdrawn from the TFSA. Investors are urged to consult with their own tax advisors regarding the implications of establishing, maintaining, amending, terminating or withdrawing amounts from a Registered Plan under the Tax Act.

The units of a Fund will not be a "prohibited investment" for trusts governed by a TFSA, registered retirement savings plan ("RRSP") or registered retirement income fund ("RRIF") unless the holder of the TFSA or the annuitant under the RRSP or RRIF, as applicable, (i) does not deal at arm's length with the Fund for purposes of the Tax Act, or (ii) has a "significant interest" as defined in the Tax Act in the Fund. Generally, a holder or annuitant, as the case may be, will not have a significant interest in a Fund unless the holder or annuitant, as the case may be, owns interests as a beneficiary under the Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Fund, either alone or together with persons and partnerships with which the holder or annuitant, as the case may be, does not deal at arm's length. In addition, the units of a Fund will not be a "prohibited investment" if such units are "excluded property" as defined in the Tax Act for

trusts governed by a TFSA, RRSP or RRIF. Pursuant to Proposed Amendments released on March 22, 2017, the rules in respect of “prohibited investments” are also proposed to apply to (i) RDSPs and the holders thereof and (ii) RESPs and the subscribers thereof.

Holders, annuitants or subscribers should consult their own tax advisors with respect to whether units of a Fund would be prohibited investments in their particular circumstances, including with respect to whether such units would be excluded property.

Investors are responsible for complying with the relevant income tax legislation in acquiring or holding units through a Registered Plan and the Funds assume no liability to such persons as a result of making units of the Funds available for investment.

REMUNERATION

During the most recently completed financial year ended December 31, 2016, the aggregate amount of fees paid to the members of the IRC for all of the investment funds managed or administered by the Manager or its affiliates was \$126,833. See “Fund Governance”.

The trustee does not receive a fee for acting in such capacity. The trustee is entitled to reimbursement from each of the Funds for out-of-pocket expenses incurred in relation to services provided by the trustee in such capacity.

MATERIAL CONTRACTS

The only material contracts entered into by the Funds prior to the date of this annual information form and in effect on this date are the following:

- (a) the amended and restated Declaration of Trust of each of the Funds;
- (b) the support agreements in respect of the Funds;
- (c) the Custodian Agreement with CIBC Mellon Global Securities Services Company and certain of its affiliates, including Canadian Imperial Bank of Commerce;
- (d) the investment advisory agreements in respect of First Asset Canadian Convertible Bond Fund, First Asset REIT Income Fund and First Asset Utility Plus Fund and First Asset Global Dividend Fund;
- (e) the Consolidation Agreement pursuant to which Criterion has assigned all duties and responsibilities as manager, trustee and administrator for the Funds, other than First Asset Utility Plus Fund and First Asset Canadian Energy Convertible Debenture Fund, to First Asset; and
- (f) the Portfolio Management Sub-Advisory Agreement in respect of First Asset Global Dividend Fund.

These contracts may be reviewed at the principal office of the Funds during normal business hours.

EXEMPTIONS AND APPROVALS

Except as follows, the Funds have not applied for or obtained exemptive relief from, or approvals under, any provisions of National Instrument 81-101 (*Mutual Fund Prospectus Disclosure*), NI 81-102, National Instrument 81-105 - *Mutual Fund Sales Practices* or National Policy Statement No. 39 – *Mutual Funds*:

- On January 9, 2015, the Funds obtained exemptive relief from the application of certain provisions of NI 81-102 in order to permit each Fund to: (i) invest more than 10 percent of its net asset value in securities of any exchange traded mutual fund that is not an index participation unit and is established and managed by the Manager, or an affiliate of the Manager (each an “**Underlying ETF**”); (ii) hold securities representing more than 10 percent of the voting or equity securities of any Underlying ETF; and (iii) pay brokerage commissions in relation to its purchase and sale of securities of an Underlying ETF.
- On November 10, 2015, the Funds obtained exemptive relief from the application of certain provisions of NI81-102 in order to permit the Funds to use references to Lipper Leader ratings and Lipper Awards in sales communications.
- On March 7, 2016, the Funds obtained exemptive relief from the application of certain provisions of NI81-102 in relation to the disclosure and marketing of annual FundGrade A+ Awards and monthly FundGrade Ratings.
- On November 4, 2016, the Funds obtained exemptive relief from the requirement contained in paragraph 12.2(2)(a) of National Instrument 81-106 (*Investment Fund Continuous Disclosure*) for a person or company that solicits proxies, by or on behalf of management of a Fund, to send an information circular to each registered holder of securities of a Fund whose proxy is solicited, and instead allow the Funds to send a Notice-and-Access Document using the Notice-and-Access Procedure.

CERTIFICATE OF THE FUNDS, THE MANAGER AND THE PROMOTER

DATED MAY 3, 2017

This annual information form, together with the simplified prospectus and the documents incorporated by reference into the simplified prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by the simplified prospectus, as required by the securities legislation of each of the provinces of Canada and do not contain any misrepresentations.

(signed) *Rohit D. Mehta*

President of First Asset Investment
Management Inc., the Manager, Trustee and
Promoter of, and on behalf of, the Funds
(signed in the capacity of Chief Executive
Officer)

(signed) *Douglas J. Jamieson*

Chief Financial Officer of First Asset Investment
Management Inc., the Manager, Trustee and
Promoter of, and on behalf of, the Funds

On behalf of the Board of Directors of First Asset Investment Management Inc., the Manager, Trustee
and Promoter of, and on behalf of, the Funds

(signed) *Edward Kelterborn*

Director

FIRST ASSET FAMILY OF MUTUAL FUNDS

Additional information about First Asset Global Dividend Fund, First Asset Canadian Convertible Bond Fund, First Asset REIT Income Fund, First Asset Utility Plus Fund, First Asset Canadian Energy Convertible Debenture Fund and First Asset Canadian Dividend Opportunity Fund is available in the Funds' Fund Facts, management reports of fund performance and the Funds' most recently filed annual financial statements and any interim financial statements of the Funds filed after those annual financial statements. You can get a copy of these documents, at your request, and at no cost, by calling us toll-free at 416-642-1289 or 1-877-642-1289 or from your dealer.

These documents are also available on our internet site at www.firstasset.com or by e-mail at info@firstasset.com.

These documents and other information about the Funds such as material contracts are also available on the internet site of SEDAR (the System for Electronic Document Analysis and Retrieval) at www.sedar.com.



First Asset Investment Management Inc.

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