Appendix
A

Court File No. 09-8308-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MADAM	)	THURSDAY, THE 6th DAY
	)	
JUSTICE MESBUR	)	OF AUGUST, 2009

IN THE MATTER OF AN APPLICATION PURSUANT
RULE 14.05(2) OF THE ONTARIO *RULES OF CIVIL PROCEDURE*, R.R.O. 1990, Reg. 194
AND SECTION 35 OF THE *PARTNERSHIPS ACT*, R.S.O. 1990, c. P.5

IN THE MATTER OF AN APPLICATION PURSUANT
TO SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C. 43

BETWEEN:

JAMES HAGGERTY HARRIS

Applicant/Moving Party

- and -

BELMONT DYNAMIC GROWTH FUND,
an Ontario limited partnership

Respondent

ORDER

THIS MOTION, made by the Applicant for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended (the "**CJA**") appointing KPMG Inc. as receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Belmont Dynamic Growth Fund, an Ontario limited partnership (the "**Debtor**") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING (i) the Notice of Application, (ii) the Notice of Motion, (iii) the affidavit of Robert Craig McDonald sworn July 30, 2009 and the Exhibits thereto (the "**McDonald Affidavit**"), and (iv) the consent of KPMG Inc. to act as the Receiver; and on hearing the submissions of counsel for the Applicant, counsel for Harcourt Investment Consulting AG ("**Harcourt**") and Peter Fanconi ("**Fanconi**"), counsel for Omniscope Advisors Inc. and Daniel Nead, counsel for National Bank of Canada (Global) Limited and National Bank of Canada, and counsel for the proposed Receiver, with no one else appearing although duly served,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application, Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 101 of the CJA, KPMG Inc. is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), including, without limitation, all such assets, undertakings and properties which are owned, held or controlled by Belmont Dynamic GP Inc. on behalf of the Debtor in trust or otherwise in its capacity as general partner of the Debtor ("**Debtor GP**") or which are held by any Person (as defined herein) in trust for, or otherwise for, for the benefit of the Debtor.

RECEIVER'S POWERS

3. THIS COURT ORDERS that, subject to paragraph 4, the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to exercise all rights with respect to the Property as if the Receiver was the absolute owner thereof and, for greater certainty, such rights and the powers and authority set out below in this paragraph 3 will extend to all amounts owing to, all

agreements entered into with, all licences issued to, and all other Property owned, held or controlled by, the Debtor GP in its capacity as general partner of the Debtor;

(b) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(c) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property and backing up or copying of electronic records to safeguard them, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(d) to manage, operate and carry on the business of the Debtor with a view to winding down its operation, realizing on the Property and distributing the proceeds to the Persons (as defined in paragraph 5 below) entitled thereto (the "**Wind Down**"), including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, and cease to perform any contracts of the Debtor;

(e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other Persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;

(f) to purchase goods and services in connection with the Wind Down;

(g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce the rights of the Debtor in respect of any forward contracts ("**Forward Contracts**") and other investments;

(h) to settle, extend or compromise any indebtedness owing to the Debtor and to negotiate the settlement or termination of any agreements to which the Debtor is a party, including, without limitation, any Forward Contracts;

(i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $50,000, provided that the aggregate consideration for all such transactions does not exceed $150,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with RBC Phillips, Hager & North Investment Counsel Inc. ("**RBC PH&N IC**"), RBC Dominion Securities Inc. ("**RBCDS**" and collectively with RBC PH&N IC, "**RBC**"), the limited partners of the Debtor (the "**Limited Partners**"), the Debtor GP, Harcourt and Fanconi, Omniscope and Nead and such other affected Persons as the Receiver deems appropriate on all matters relating to the Property and the receivership, including the Wind Down, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor and the Debtor GP, and without interference from any other Person.

4. THIS COURT ORDERS that, until further order of this Court at the return of this Application or otherwise, the Receiver shall not terminate or consent to the termination of any Forward Contract or sell or otherwise dispose of any material portion of the Property.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. THIS COURT ORDERS that (i) the Debtor and all of its current and former partners, including without limitation the Debtor GP, (ii) all of the Debtor's and Debtor GP's current and former shareholders, officers, employees, agents, accountants, legal counsel and all other persons acting on its instructions or behalf, (iii) Accilent Capital Management Inc., Harcourt, Omniscope Advisors Inc. and their respective officers, directors and affiliates, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure. All Persons shall cooperate with and assist the Receiver in respect of information relating to the Property.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the

information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor or the Receiver or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement,

licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all investment advisory, administration and other partnership services, computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained without the written consent of the Receiver or until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

ELIGIBLE FINANCIAL CONTRACTS

13. THIS COURT ORDERS that, notwithstanding anything else contained herein:

(a) for the purposes of this paragraph, the terms "eligible financial contract" and "financial collateral" will have the meanings given to them by the *Bankruptcy and Insolvency Act* (Canada);

(b) a Person (the "**Counterparty**") that has entered into an eligible financial contract with the Debtor prior to the date hereof may exercise any right of termination, netting or set-off and may deal with any financial collateral held in respect of the eligible financial contract, in each case in accordance with the provisions of the eligible financial contract, provided that any net claim or net termination value owing by the Debtor after any dealing with financial collateral permitted hereby will be subject to paragraph 9 and the other provisions of this Order; and

(c) the Receiver's Charge and the Receiver's Borrowings Charge (as defined in paragraphs 19 and 22, respectively) will rank subsequent in priority to any security interest of a Counterparty in financial collateral held in respect of an eligible financial contract with the Debtor.

RECEIVER TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not

complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the *Bankruptcy and Insolvency Act* (Canada) or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel (including fees and disbursements incurred up to and including the date of this Order), incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge, subject to paragraph 13, on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "**Receiver's Charge**").

20. THIS COURT ORDERS the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from Royal Bank of Canada or an affiliate thereof by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and subject to paragraph 13.

23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

NOTICE OF THIS ORDER AND DISSOLUTION HEARING

26. THIS COURT ORDERS and directs that the return date for the hearing of the Application in respect of the dissolution of the Debtor and certain related relief (the "**Dissolution Hearing**") shall be August 27, 2009, or such other date as is set by the Court upon motion by the Applicant.

27. THIS COURT ORDERS that, unless otherwise provided herein or ordered by this Court, no document, order or other material need be served on any Person in respect of these proceedings (other than the Applicant and the Receiver) unless such Person has served a Notice of Appearance on the solicitors for the Applicant and the Receiver and has filed such notice with this Court (such Persons, together with the Applicant and the Receiver, the "**Service List**").

28. THIS COURT ORDERS that the Receiver shall send a copy of this Order to the Debtor and the Debtor GP by prepaid ordinary mail or courier within 3 days after the date hereof.

29. THIS COURT ORDERS that the form of notice to Limited Partners of the making of this Order and the Dissolution Hearing attached as Exhibit "F" to the McDonald Affidavit (the "**Notice to LPs**") is approved and RBC is authorized and directed to send such notice to each Limited Partner.

30. THIS COURT ORDERS that:

(a) the manner of service of the Application Record on the Debtor and the Debtor GP as described in the McDonald Affidavit constitutes good and sufficient service of notice of this Application and the Dissolution Hearing on the Debtor and the Debtor GP, and except as provided in paragraph 28 no other form of notice or service need be made to the Debtor or the Debtor GP and no other materials need be served upon the Debtor or the Debtor GP in respect of these proceedings, including the Dissolution Hearing, unless the Debtor or the Debtor GP serves a Notice of Appearance as set out in paragraph 27 hereof.

(b) delivery of the Notice to LPs in accordance with paragraph 29 hereof shall constitute good and sufficient service of notice of the Dissolution Hearing on all Limited Partners, and no other form of notice or service need be made and no other materials need be served in respect of the Dissolution Hearing,

except that the Applicants shall also serve the Service List with any additional materials to be used in support of the Dissolution Hearing.

31. THIS COURT ORDERS that in the event the Dissolution Hearing is adjourned, only those Persons on the Service List are required to be served with notice of the adjourned date.

32. THIS COURT ORDERS that any Person who wishes to oppose the relief sought at the Dissolution Hearing shall serve on the Service List a notice setting out the basis for such opposition and a copy of the materials to be used to oppose such relief at least three days before the date set for the Dissolution Hearing, or such shorter time as the Court, by order, may allow.

33. THIS COURT ORDERS that the Applicant, the Receiver, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at http://www.kpmg.ca/en/services/advisory/ta/creditorlink.html (the "**Website**").

REPORTING TO LIMITED PARTNERS

34. THIS COURT ORDERS that the Receiver may report from time to time to the Limited Partners on the progress of the Wind Down and other matters relating to the receivership in such manner as the Receiver, in consultation with RBC, consider appropriate (including, without limitation, through correspondence provided by RBC to its clients who are Limited Partners that enclose such reports or that is otherwise in form and content satisfactory to the Receiver).

GENERAL

35. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

37. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere, including, without limitation, the Cayman Islands, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

38. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

39. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

40. THIS ORDER is without prejudice to the right of any interested person to return to court on August 21, 2009 to seek to vary any provision of this order including the appointment of the

Receiver. To that end, a 3-hour appointment on the Commercial List has been booked for August 21, 2009. If anyone intends to come back for this purpose, they will:

(1) provide notice to the Applicant and the Receiver by August 14, 2009; and

(2) deliver their motion materials in support of any requested change by the close of business on August 18, 2009.

41. The provisions of paragraph 40 of this order will be mentioned in the notice letter referred to in paragraph 29 of this order.

42. Nothing in this order will operate as a stay to the relief sought in paragraphs 1(c), (e), (f), (h) and (i) of the Harcourt Application in Court File #CV-09-8227. The Receiver is to be added to the Service List in that application. As far as the Nead/Omniscope cross-application in CV-09-8227 is concerned, (a) the claim for fees will be dealt with in this receivership if a final order is made; and (b) the claim to commence a derivative action will be considered by the court on the return of this application on August 27, 2009

G. Argyropoulos, Registrar
Superior Court of Justice

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

AUG 13 2009

PER / PAR:

Schedule "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that KPMG Inc., the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of Belmont Dynamic Growth Fund appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 6th day of August, 2009 (the "**Order**") made in an action having Court file number 09-8308-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Royal Bank of Canada from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order) having the priority set out in the Order, but subject to the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

KPMG Inc., solely in its capacity
as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding Commenced at Toronto

ORDER

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Solicitors for the Debtors
DOCS# 459794v.9

Appendix
B

Court File Number: 09-8304

Wednesday
Aug 25/10

Superior Court of Justice
Commercial List
Hawes v Belmont

FILE/DIRECTION/ORDER

Judges Endorsement Continued

At request of the Receiver and with the consent of the parties the motion scheduled ~~to proceed~~ Aug 27 is adjourned to a date ~~to be~~ agreed upon by the parties in the fall, with the Continuance at the court's option.

The estimated time for the hearing would be two (2) to three (3) hours.

Mott J

Judges Initials _____

Appendix C

CITCO
Citco Fund Services
(Europe) B.V.

Amsterdam, October 31, 2008

Belmont SPC and its Segregated Portfolio
Belmont Dynamic Growth Segregated Portfolio
(the "Company")

Dear Shareholder,

Due to the current financial crisis and its impact upon the investment industry, the directors (the **"Directors"**) of the Company for and on behalf of the Segregated Portfolio have deemed that the continued operation of the Segregated Portfolio is no longer viable and that steps should be taken to realise the its underlying assets and to close down the Segregated Portfolio (the "Portfolio Closing").

The Directors will now resolve to compulsorily redeem your shares in advance of the Portfolio Closing and notification of such compulsory redemption should be considered effective as per the date of this letter.

Please note that no action is required from you.

Should you have any enquires regarding this letter please contact your relationship manager at Harcourt Investment Consulting AG.

NOTHING IN THIS LETTER SHOULD BE CONSTRUED AS INVESTMENT ADVICE OR AN INVESTMENT RECOMMENDATION AND THIS LETTER HAS NOT BEEN APPROVED BY ANY AUTHORITY FOR ANY PURPOSE. YOU ARE STRONGLY ADVISED TO CONSULT YOUR PROFESSIONAL ADVISERS IF YOU ARE UNSURE ABOUT THE IMPLICATIONS OR CONTENT OF THIS LETTER

Yours faithfully,
For and on behalf of
Belmont SPC and its Segregated Portfolio Belmont Dynamic Growth Segregated Portfolio

Citco Fund Services (Europe) B.V.
Administrator
mak

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Appendix D

LIMITED PARTNERSHIP AGREEMENT

Made as of June 9, 2006

Between

BELMONT DYNAMIC GP INC.

as General Partner

and

EACH PERSON WHO IS ADMITTED TO THE PARTNERSHIP AS A LIMITED PARTNER
each a Limited Partner

McMILLAN BINCH MENDELSOHN LLP

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This Agreement is made as of June 9, 2006, between

BELMONT DYNAMIC GP INC.
as "**General Partner**"

and

EACH PERSON WHO IS ADMITTED TO THE PARTNERSHIP AS A LIMITED PARTNER
each a "**Limited Partner**"

RECITALS

A. This Limited Partnership Agreement made as of June 9, 2006 by and between Belmont Dynamic GP Inc., as General Partner, and each Person who is admitted to the Partnership as a Limited Partner in accordance with the terms hereof.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions

In this Agreement the following words have the following meanings:

(1) ***Act*** means the *Limited Partnerships Act* (Ontario).

(2) ***Account*** means, in relation to a series of Units, the account established and maintained by the Partnership for the purposes of holding the property attributable to that Series of Units.

(3) ***Advisor*** means Accilent Capital Management Inc., a corporation established under the laws of the Province of Ontario or such other entity which is appointed from time to time as the investment advisor of the Partnership by the General Partner.

(4) ***Affiliate*** has the same meaning as in the *Securities Act* (Ontario).

(5) ***Agreement*** means this Limited Partnership Agreement as amended, supplemented or restated from time to time.

(6) ***Auditor*** means a firm whose partners are members, in good standing, of the Canadian Institute of Chartered Accountants and which is appointed from time to time as auditor of the Partnership by the General Partner.

(7) ***Business Day*** means a day, other than a Saturday or Sunday, on which The Toronto Stock Exchange is open for business.

(8) ***Calculation Date*** has the meaning set forth in Section 3.5.

(9) ***Canadian Share Portfolio*** means the basket of Canadian securities (as defined in Section 39(6) of the Tax Act) sold to the Counterparty under the Forward Agreement.

(10) ***Capital Contribution*** of a Limited Partner means the total amount of money or property paid or agreed to be paid to the Partnership by such Limited Partner, or a predecessor Limited Partner, in respect of Units subscribed for by such Limited Partner, or a predecessor Limited Partner, where subscriptions therefor have been accepted by the General Partner.

(11) ***Class AC Limited Partners*** means those persons who from time to time are registered holders of the Class AC Units.

(12) ***Class AC Units*** means Class AC limited partnership units of the Partnership.

(13) ***Class AU Limited Partners*** means those persons who from time to time are registered holders of the Class AU Units.

(14) ***Class AU Units*** means Class AU limited partnership units of the Partnership.

(15) ***Class FC Limited Partners*** means those persons who from time to time are registered holders of the Class FC Units.

(16) ***Class FC Units*** means Class FC limited partnership units of the Partnership.

(17) ***Class FU Limited Partners*** means those persons who from time to time are registered holders of the Class FU Units.

(18) ***Class FU Units*** means Class FU limited partnership units of the Partnership.

(19) ***Class Net Asset Value*** means the Net Asset Value of the Partnership attributable to a particular class of units as determined by the General Partner in its sole discretion.

(20) ***Class Net Asset Value per Unit*** means the amount obtained by dividing the Class Net Asset Value as of a particular date by the total number of Units of a particular class outstanding on that date.

(21) ***Counterparty*** means a bank set out in Schedule I or Schedule II of the *Bank Act* (Canada) or an affiliate thereof with whom the Partnership will enter into a Forward.

(22) ***Custodian*** means the custodian, from time to time, of the property and assets of the partnership.

(23) ***Declaration*** means the declaration of limited partnership of the Partnership filed with the Registrar under the Act and all amendments thereto and renewals or replacements thereof.

(24) ***Early Withdrawal Charge*** means an amount charged prior to the second anniversary of the issuance of a Unit equal to: (a) 4% of the Class Net Asset Value per Unit for a Unit being redeemed prior to the first anniversary of the issuance of such Unit; or (b) 2% of the Class Net Asset Value per Unit for a Unit being redeemed after the first anniversary of the issuance of such Unit but prior to the second anniversary of the issuance of such Unit.

(25) ***Fiscal Year*** has the meaning set forth in Section 3.4.

(26) ***Forward*** means the forward purchase and sale agreements under which the Fund agrees to sell the Canadian Share Portfolio to the Counterparty on August 1, 2016 (or such later date as may be agreed upon by the Fund and the Counterparty) for a purchase price, in United States dollars, equal to the value of the Notional Investment in the Underlying Fund.

(27) ***Forward Fee*** means the fee paid to the Counterparty in connection with the Forward.

(28) ***FX Hedge*** means the currency hedging transactions entered into by the Partnership with the Counterparty or another party in order to hedge the risk applicable to Class AC Units and Class FC Units relating to the United States dollar denominated returns of the Forward.

(29) ***FX Hedge Fee*** means the fee, attributed solely to the Class AC Units and the Class FC Units, payable by the Partnership in connection with the FX Hedge.

(30) ***General Partner*** means Belmont Dynamic GP Inc. or any other party who may become the general partner of the Partnership in place of or in substitution for Belmont Dynamic GP Inc., from time to time, in each case until such general partner ceases to be the general partner of the Partnership under the terms of this Agreement.

(31) ***Initial Closing Date*** means the date of initial subscription to the Partnership.

(32) ***Investment Restrictions*** has the meaning set forth in Section 3.1(3).

(33) ***Limited Partners*** means the Class AC Limited Partners, the Class AU Limited Partners, the Class FC Limited Partners, and the Class FU Limited Partners.

(34) ***Nationally Recognized Accounting Firms*** means Deloitte & Touche LLP, Ernst & Young LLP, KPMG LLP, BDO Dunwoody LLP and PricewaterhouseCoopers LLP and any other accounting firm designated by the General Partner and "**Nationally Recognized Accounting Firm**" means any one of the Nationally Recognized Accounting Firms.

(35) ***Net Asset Value*** means the net asset value of the Partnership determined in accordance with Schedule 3.5(2).

(36) ***Notional Investment*** means a United States dollar denominated notional investment in participating shares of the Underlying Fund made at the time of, and in an amount equal to, the proceeds of the offering of the Units of the Fund (in the case of Class AC Units and Class FC Units, converted into United States dollars).

(37) ***Offering*** means the offering of Units pursuant to the confidential offering memorandum respecting the Partnership, as amended, restated, supplemented or otherwise modified from time to time.

(38) ***Offering Memorandum*** means the offering memorandum dated June 9, 2006 relating to the issuance of the Units, as amended, supplemented or restated from time to time.

(39) ***Ordinary Resolution*** means:

(a) a resolution approved by more than 50% of the votes cast in person or by proxy at a duly constituted meeting of Limited Partners or class of Limited Partners or at any adjournment thereof called in accordance with this Agreement; or

(b) a written resolution in one or more counterparts signed by Limited Partners or Limited Partners of a class holding in the aggregate more than 50% of the aggregate number of outstanding Units or where the resolution concerns only a particular class of Units, 75% of the aggregate number of outstanding Units of that class.

(40) ***Partners*** means the General Partner and the Limited Partners and "**Partner**" means any one of them.

(41) ***Partnership*** means the limited partnership formed hereby.

(42) ***Performance Fee*** means the incentive fee payable to the manager of the Underlying Fund as set out in the constating documents of the Underlying Fund.

(43) ***Person*** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

(44) ***Power of Attorney and Declaration*** means a power of attorney and declaration in the form approved from time to time by the General Partner.

(45) ***Prime Rate*** means the annual variable rate of interest quoted or published from time to time by the Royal Bank of Canada at its main branch in Toronto, Ontario as the "prime rate" of interest charged by it for Canadian dollar loans made in Canada.

(46) ***Record*** means the record of the Limited Partners which the General Partner is required to maintain under the Act.

(47) ***Redemption Date*** has the meaning set forth in Section 8.1.

(48) ***Redemption Fee*** means a fee payable by a Limited Partner that redeems Units during any Fiscal Year in an amount equal to the Performance Fee that would be charged on a notional redemption of a proportional amount of participating shares of the Underlying Fund.

(49) ***Redemption Notice*** has the meaning set forth in Section 8.1.

(50) ***Register*** means the register indicating the names and addresses of the Limited Partners and the number of Units held by them, to be kept by the General Partner.

(51) ***Reinvestment Plan*** means a distribution reinvestment plan established by the General Partner pursuant to its authority under Section 8.3(30).

(52) ***Requisitioning Partners*** has the meaning set forth in Section 10.1.

(53) ***Series of Units or Series*** has the meaning set forth in Section 4.1.

(54) ***Special Resolution*** means:

(a) a resolution approved by more than 75% of the votes cast in person or by proxy at a duly constituted meeting of Limited Partners or class of Limited Partners or at any adjournment thereof, called in accordance with this Agreement; or

(b) a written resolution in one or more counterparts signed by Limited Partners holding in the aggregate more than 75% of the aggregate number of outstanding Units, or where the resolution concerns only a particular class of Units, 75% of the aggregate number of outstanding Units of that class.

(55) ***Subscription Form*** means a subscription agreement and Power of Attorney and Declaration in such form as approved from time to time by the General Partner.

(56) ***Tax Act*** means the *Income Tax Act* (Canada) and the regulations thereunder.

(57) ***Underlying Fund*** means the Belmont Dynamic Growth Portfolio.

(58) ***Unit*** means the Class AC Units, the Class AU Units, the Class FC Units and the Class FU Units.

1.2 Headings

In this Agreement, the headings are for convenience of reference only, do not form a part of this Agreement and are not to be considered in the interpretation of this Agreement.

1.3 Interpretation

In this Agreement:

(1) words importing the masculine gender include the feminine and neuter genders, corporations, partnerships and other Persons, and words in the singular include the plural, and vice versa, wherever the context requires;

(2) all references to designated Sections and subsections are to designated Sections and subsections of this Agreement;

(3) all accounting terms not otherwise defined will have the meanings assigned to them by, and all computations hereunder to be made will be made in accordance with, generally accepted accounting principles in Canada from time to time;

(4) any reference to a statute will include a reference to the regulations made pursuant to it, and to all amendments made to the statute and regulations in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute referred to or the relevant regulation; and

(5) any reference to a Person will include a reference to any Person that is a successor to that Person;

(6) "hereof", "hereto", "herein", and "hereunder" mean and refer to this Agreement and not to any particular Section or subsection.

1.4 Currency

All references to CDN$ herein are references to lawful money of Canada and all references to US$ are references to lawful money of the United States of America.

SECTION 2 — RELATIONSHIP BETWEEN PARTNERS

2.1 Formation of the Partnership

The General Partner and the Limited Partners agree to and do hereby form a limited partnership in accordance with the laws of the Province of Ontario and the provisions of this Agreement. The Partnership shall be effective as a limited partnership from the date on which the Declaration is registered in accordance with the Act.

2.2 Name of the Partnership

The name of the Partnership shall be the Belmont Dynamic Growth Fund or such other or additional name in the English or French language as the General Partner may from time to time deem appropriate or deem necessary to comply with the laws of the jurisdictions in which the Partnership may carry on business. The General Partner shall have the right to change the name of the Partnership and to file an amendment to the Declaration changing the name of the Partnership.

2.3 Status of Partners

(1) The General Partner represents, warrants, covenants and agrees with each Limited Partner that the General Partner:

(a) is a corporation incorporated under the laws of the Province of Ontario and is validly subsisting under such laws;

(b) is not a "non-resident" of Canada for the purposes of the *Tax Act*;

(c) is not a person or partnership an interest in which is a "tax shelter investment" for the purposes of the *Tax Act*;

(d) is not a "financial institution" for the purposes of the "marked-to-market" rules in Section 142.2 of the *Tax Act*;

(e) has the capacity and corporate authority to act as the general partner of the Partnership and to perform its obligations under this Agreement, and such obligations do not conflict with nor do they result in a breach of any of its constating documents, by-laws or any agreement by which it is bound;

(f) will act in good faith in a manner which it believes to be in the best interests of the Partnership, subject to the provisions of this Agreement; and

(g) will, on the Initial Closing Date, hold and shall maintain the registrations necessary for the conduct of its business and has and shall continue to have all licences and permits necessary to carry on its business as the general partner of the Partnership in all jurisdictions where the activities of the Partnership require such licensing or other form of registration of the General Partner.

(2) Each of the Limited Partners severally represents, warrants, covenants and agrees with each other Partner that such Limited Partner or any beneficial owner of a Unit registered in the name of such Limited Partner:

(a) has the capacity and competence and, if a corporation, the necessary corporate authority, to enter into this Agreement;

(b) is not a non-resident of Canada for the purposes of the *Tax Act* and, if a partnership, is a "Canadian partnership" for the purposes of the *Tax Act*;

(c) is not a Person an interest in which is a "tax shelter investment" for the purposes of the *Tax Act*;

(d) is not a Financial Institution or, if a Financial Institution, such Limited Partner has advised the General Partner in writing that such Limited Partner or the beneficial owner of a Unit registered in the name of the Limited Partner is a Financial Institution;

(e) has not financed its acquisition of Units with indebtedness for which recourse is limited or that otherwise constitutes a limited recourse amount for the purposes of section 143.2 of the *Tax Act*; and

(f) shall not knowingly transfer its Units, in whole or in part, to a Person who is not able to make these representations, warranties and covenants.

2.4 Survival of Representations, Warranties and Covenants

The representations, warranties and covenants made pursuant to Section 2.3 shall survive execution of this Agreement and each Partner covenants and agrees to ensure that each representation, warranty and covenant made pursuant to Section 2.3 remains true so long as such Partner remains a Partner.

2.5 Evidence of Status and Sale of Affected Units

Each Limited Partner covenants and agrees that it will, upon request, promptly provide evidence to the General Partner that its status under the *Tax Act* is as represented in Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) and 2.3(2)(e). If a Limited Partner fails to comply with such a request or if reasonably satisfactory evidence is not provided by such Limited Partner, or in the event that the General Partner otherwise determines that a Person has become, directly or indirectly, a Limited Partner in contravention of Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) or 2.3(2)(e), the General Partner, by written notice (a "**Sell Notice**") to such Limited Partner (the "**Affected Partner**") will require the Affected Partner to sell to a Person who complies with Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) and 2.3(2)(e), the Affected Partner's entire interest in all Units held by the Affected Partner (the "**Affected Units**") within the period prescribed in the Sell Notice. Any Sell Notice shall be given by prepaid mail or delivered directly to the Affected Partner and shall specify a date, which shall be not less than five days later, by which the Affected Units must be sold to a Person who complies with Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) and 2.3(2)(e). The Sell Notice shall also require the Affected Partner to notify the General Partner of the sale or disposition requested when completed.

An Affected Partner shall indemnify and save harmless the other Partners and the Partnership (the "**Indemnified Parties**") from any additional tax liability which results from the Affected Partner's contravention of Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) and 2.3(2)(e), on the date that such additional tax liability is required to be paid provided, however, that to the extent that all or any portion of such additional tax liability is refunded to an Indemnified Party or creditable against other taxes paid or owing by such Indemnified Party (Canadian or otherwise), such Indemnified Party shall pay the Affected Partner an amount equal to such refund or credit, as the case may be, on the date such refund or credit is received or claimed. For the purposes of this paragraph, "additional tax liability" shall include taxes imposed under Part XIII of the *Tax Act*.

If the Affected Units have not been sold by the Affected Partner on or prior to the date stipulated in the Sell Notice, the General Partner may elect to sell the Affected Units on behalf of the Affected Partner without further notice in accordance with the terms hereof. The General

Partner may sell Affected Units on any organized market on which the Affected Units are sold as the General Partner shall determine or in such other manner as the General Partner shall determine, including purchasing the Affected Units on behalf of the Partnership at their fair market value as determined by an independent investment dealer selected by the General Partner. For all purposes of such sale, the General Partner shall be deemed to be the agent and lawful attorney of the Affected Partner. The net proceeds of any such sale of Affected Units shall be the net proceeds after deduction of any commissions or other costs of sale.

In the event of any such sale, an Affected Partner shall have the right only to receive the net proceeds therefrom (less any deduction or withholding that may be required under Section 116 or any other provision of the *Tax Act* or any provincial tax legislation) which the Partnership shall pay or cause to be paid to the Affected Partner not later than 60 days following such sale.

The General Partner shall, as soon as reasonably practical, and in any event, not later than 30 days after the sale of the Affected Units, send a notice to the Affected Partner stating that the Affected Units have been sold, the amount of the net proceeds to be paid to the Affected Partner and all other relevant particulars of the sale.

Where, in accordance with this Section 2.5, Affected Units are sold by the General Partner and, after the sale, a Person establishes that it is a bona fide purchaser of the Affected Units from the Affected Partner, then, subject to applicable law:

(1) the Partnership shall be entitled to treat the Units so purchased by the bona fide purchaser as validly issued and outstanding Units in addition to the Affected Units sold by the General Partner; and

(2) notwithstanding anything herein contained, the Partnership shall be entitled to retain the net proceeds arising from the sale of the Affected Units and shall add such amount to the capital account maintained by the Partnership in respect of outstanding Units.

The General Partner shall have the sole right and authority to make any determination required or contemplated under this Section 2.5. The General Partner shall make on a timely basis all determinations necessary for the administration of the provisions of this Section 2.5 and, without limiting the generality of the foregoing, if the General Partner considers that there are reasonable grounds for believing that a contravention of the restrictions contained in Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) or 2.3(2)(e) has occurred or will occur, the General Partner shall make a determination with respect to the matter. Any such determination shall be conclusive, final and binding except to the extent modified by any subsequent determination by the General Partner.

Notwithstanding anything contained herein, if the General Partner determines that a Person has become a Limited Partner in contravention of Sections 2.3(2)(b), 2.3(2)(c), 2.3(2)(d) or 2.3(2)(e), such Person shall be deemed to have ceased to be a Limited Partner in respect of the Units held by him or her effective immediately prior to the date of contravention and shall not be entitled to any distributions made by the Partnership on and after such date and such Units shall be deemed not to be outstanding until acquired by a Person who complies with Sections

2.3(2)(b), 2.3(2)(c), 2.3(2)(d) and 2.3(2)(e); provided that other holders of Units shall not be entitled to any distributions paid in respect of Units that have been so deemed not to be outstanding.

2.6 Limitation on Authority of Limited Partners

No Limited Partner shall:

(1) take part in the administration, control, management or operation of the business of the Partnership or exercise any power in connection therewith or transact business on behalf of the Partnership;

(2) execute any document which binds or purports to bind any other Partner or the Partnership;

(3) hold himself or herself out as having the power or authority to bind any other Partner or the Partnership;

(4) have any authority or power to act for or undertake any obligation or responsibility on behalf of any other Partner or the Partnership;

(5) bring any action for partition or sale or otherwise in connection with the Partnership or any interest in any property of the Partnership, whether real or personal, tangible or intangible, or file or register or permit to be filed, registered or remain undischarged any lien or charge in respect of any property of the Partnership; or

(6) compel or seek a partition, judicial or otherwise, of any of the assets of the Partnership distributed or to be distributed to the Partners in kind in accordance with this Agreement.

Notwithstanding the foregoing, the General Partner, in respect of its ownership of Units, shall not be subject to the restrictions that otherwise apply to Limited Partners.

2.7 Power of Attorney

Each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as the Limited Partner's agent and true and lawful attorney to act on the Limited Partner's behalf with full power and authority in the Limited Partner's name, place and stead to execute and record or file as and where required:

(1) this Agreement, any amendment to this Agreement (subject to required Partner approvals, if any) and any other instruments or documents required to continue and keep in good standing the Partnership as a limited partnership under the Act, or otherwise to comply with the laws of any jurisdiction in which the Partnership may carry on business or own or lease property in order to maintain the limited liability of the Limited Partners and to comply with the applicable laws of such jurisdiction (including such amendments to the Declaration or the Record as may be necessary to reflect the admission to the Partnership of subscribers for or transferees of Units as contemplated by this Agreement);

(2) all instruments and any amendments to the Declaration necessary to reflect any amendment to this Agreement;

(3) any instrument required in connection with the dissolution and termination of the Partnership in accordance with the provisions of this Agreement, including any elections, determinations or designations under the *Tax Act* and under any similar legislation;

(4) the documents necessary to be filed with the appropriate governmental body or authority in connection with the business, property, assets and undertaking of the Partnership;

(5) such documents as may be necessary to give effect to the business of the Partnership as described in Section 3;

(6) the documents on the Limited Partner's behalf and in the Limited Partner's name as may be necessary to give effect to the sale or assignment of a Unit (including a sale of Units pursuant to Section 2.5) or to give effect to the admission of a subscriber for or transferee of Units to the Partnership;

(7) any election, application, determination, designation, information return or similar document or instrument as may be required or, in the opinion of the General Partner, necessary, desirable or advisable at any time under the *Tax Act*, the *Excise Tax Act* (Canada), or under any other taxation legislation or laws of like import of Canada or of any province, territory or jurisdiction which relates to the affairs of the Partnership or the interest of any Person in the Partnership; and

(8) all other instruments and documents on the Limited Partner's behalf and in the Limited Partner's name or in the name of the Partnership as may be deemed necessary by the General Partner to carry out fully this Agreement in accordance with its terms.

To evidence the foregoing, each Subscription Form shall contain a Power of Attorney and Declaration incorporating by reference, ratifying and confirming some or all of the powers set forth above.

The power of attorney granted herein is irrevocable, is a power coupled with an interest, shall survive the transfer or assignment by the Limited Partner, to the extent of the obligations of a Limited Partner hereunder, of the whole or any part of the interest of the Limited Partner in the Partnership, extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Limited Partner, and may be exercised by the General Partner on behalf of each Limited Partner in executing any instrument by a facsimile signature or by listing all the Limited Partners and executing such instrument with a single signature as attorney and agent for all of them. Each Limited Partner agrees to be bound by any representations or actions made or taken by the General Partner pursuant to this power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under this power of attorney.

This power of attorney shall continue in respect of the General Partner so long as it is the General Partner of the Partnership, and shall terminate thereafter, but shall continue in respect of a new General Partner as if the new General Partner were the original attorney.

A transferee of a Unit shall, upon becoming a Limited Partner, be conclusively deemed to have acknowledged and agreed to be bound by the provisions of this Agreement as a Limited Partner and shall be conclusively deemed to have provided the General Partner with the power of attorney described in this Section 2.7.

2.8 Limited Liability of Limited Partners

Subject to the provisions of the Act and of similar legislation in other jurisdictions, the liability of each Limited Partner for the debts, liabilities and obligations of the Partnership shall be limited to the Limited Partner's Capital Contribution, plus the Limited Partner's pro rata share of any undistributed income of the Partnership. Where Limited Partners have received the return of all or part of their Capital Contribution or where the Partnership is dissolved, the Limited Partners shall be liable to the Partnership's creditors for any amount, not in excess of the amount returned with interest at the Prime Rate, necessary to discharge the liabilities of the Partnership to all creditors who extended credit or whose claims otherwise arose before the return of the Capital Contribution. Following payment of a Capital Contribution with interest at the Prime Rate, a Limited Partner shall not be liable for any further claims or assessments or be required to make further contributions to the Partnership.

2.9 Indemnity of Limited Partners

The General Partner will indemnify and hold harmless each Limited Partner (including former Limited Partners) for all costs, expenses, damages or liabilities suffered or incurred by the Limited Partner if the limited liability of such Limited Partner is lost for or by reason of the gross negligence of the General Partner in performing its duties and obligations hereunder.

2.10 Compliance with Laws

Each Limited Partner will, on the request of the General Partner from time to time, immediately execute any documents considered by the General Partner to be necessary to comply with any applicable law or regulation of any jurisdiction, for the continuation, operation or good standing of the Partnership.

2.11 General Partner May Hold Units

The General Partner may subscribe for and acquire Units or purchase Units by private contract and shall be shown on the Record as a Limited Partner in respect of the number of Units held by the General Partner from time to time.

2.12 General Partner as a Limited Partner

If the General Partner holds any Units, it shall be deemed in its capacity as the holder of such Units to be a Limited Partner with the same rights and powers and subject to the same restrictions as each other Limited Partner.

SECTION 3 — BUSINESS OF THE PARTNERSHIP

3.1 Business of the Partnership

(1) The Partnership's investment objective is to generate absolute returns which are not correlated to global equity or bond markets. To achieve its investment objective, the Partnership intends to obtain exposure to the returns of the Underlying Fund by entering into the Forward with the Counterparty.

(2) The Partnership may also enter into the FX Hedge in order to hedge the risk applicable to Class AC Units and Class FC Units relating to the United States dollar denominated returns of the Forward.

(3) The activities of the Partnership will be subject to certain investment restrictions ("**Investment Restrictions**"), which may be changed if changes are required to comply with law (in which case the General Partner shall promptly notify the Limited Partners of such amendment if it is material) or by Special Resolution and consent in writing of the General Partner. These Investment Restrictions will govern the activities of the Partnership including the investment of its assets and the incurrence of debt, and provide, among other things, as follows:

(a) *Sole Undertaking* - The Partnership will not engage in any undertaking other than the investment of the Partnership's assets in accordance with the Partnership's investment objectives and subject to the Investment Restrictions and such activities as are necessary or ancillary with respect thereto. The Partnership's only investments shall be the Canadian Share Portfolio, the Forward, the FX Hedge and cash and cash equivalents.

(b) *Tax Shelter Investments* – The Partnership shall not make or maintain any direct or indirect investment in a particular partnership if (i) another Person holding a partnership interest is entitled, directly or indirectly, to a share of the income or loss of the particular partnership, and (ii) such other Person's partnership interest is a "tax shelter investment" for the purposes of Section 143.2 of the Tax Act.

3.2 Business in Other Jurisdictions

(1) The Partnership shall not carry on business in any jurisdiction unless the General Partner has taken all steps which may be required by the laws of that jurisdiction for the Limited Partners to benefit from limited liability to the same extent that such Limited Partners enjoy limited liability under the Act.

(2) The Partnership shall carry on business in such a manner as to ensure, to the greatest extent possible, the limited liability of the Limited Partners, and the General Partner shall register the Partnership in other jurisdictions where the General Partner considers it appropriate to do so.

3.3 Office of the Partnership

The principal place of business of the Partnership shall be 357 Bay Street, Suite 800, Toronto, Ontario M5H 2T7 or such other address in Ontario as the General Partner may designate in writing from time to time to the Limited Partners.

3.4 Fiscal Year

Subject to the General Partner determining otherwise, the first fiscal period of the Partnership shall end on December 31, 2006 and thereafter each fiscal period shall commence on January 1 in each year and shall end on the earlier of December 31 in the following year or on the date of dissolution or other termination of the Partnership. Each such fiscal period is herein referred to as a "**Fiscal Year**".

3.5 Investment Advice

The General Partner shall:

(1) be responsible for making all investment decisions for the Partnership and for managing the Partnership's assets in accordance with the Partnership's investment objectives, strategies and restrictions; and

(2) be responsible for calculating the Net Asset Value, the Class Net Asset Value and the Class Net Asset Value per Unit in Canadian dollars or in US dollars, as the case may be, as of the last Business Day of each month (each, a "**Calculation Date**") in accordance with the provisions of Schedule 3.5(2) to this Agreement and, in connection therewith, for estimating the expenses and liabilities of the Partnership. Each of the Net Asset Value, the Class Net Asset Value and the Class Net Asset Value per Unit established by the General Partner is conclusive and binding on investors and Limited Partners.

3.6 Administration Fee

The Partnership will pay the General Partner an administration fee monthly in arrears equal to $^1/_{12}$ of 1.1% of the Class Net Asset Value of the Class AC Units and the Class AU Units and $^1/_{12}$ of 0.1% of the Class Net Asset Value of the Class FC Units and the Class FU Units calculated and payable on the last Business Day of each calendar month based on the Class Net Asset Value of each class of Units at such time (plus applicable taxes, if any).

3.7 Advisor's Fees

The Fund will be responsible for the fees and expenses of the Advisor.

3.8 Other Funds

The General Partner and its Affiliates and the Advisor and its Affiliates may act as the investment advisor or in a similar capacity for other entities with responsibility for the management of the assets of those other entities at the same time as it is managing the Partnership's portfolios and may use the same or different information and trading strategies obtained, produced or utilized in managing the portfolios. General Partner, Affiliates of the General Partner and the Advisor and Affiliates of the Advisor and their respective officers, directors and employees may, at any time, engage in the promotion, management or investment management of any other fund or partnership.

3.9 Calculation of Net Asset Value and Class Net Asset Value

The General Partner shall calculate or cause to be calculated the Net Asset Value, the Class Net Asset Value and the Class Net Asset Value per Unit periodically at such times as the General Partner deems appropriate, but in any event 4:00 p.m. (Toronto time) on the last Business Day of each month.

SECTION 4 — UNITS

4.1 Authorized Units

The Partnership is authorized to issue an unlimited number of Class AC Units, Class AU Units, Class FC Units, and Class FU Units (each class, a "**Class**"). Units will be designated by series, based on Class, date of issue and Unit subscription price (each series a "**Series of Units**" or "**Series**"). The Class AC Units, the Class AU Units, the Class FC Units and the Class FU Units shall have the general attributes specified in Section 4.2 and the specific attributes described in the Offering Memorandum and the General Partner, in its discretion, shall be entitled from time to time to create and issue additional Series of Units. Schedule 4.1 to this Agreement shall be amended by the General Partner from time to time to describe the attributes of any particular Series of Units created subsequent to the date of this Agreement. Each such Series of Units shall be identified as the General Partner may deem as appropriate. The Partnership shall establish and maintain a separate Account for each Series of Units. The Net Asset Value of each Account, the management and advisory fees and the Redemption Fees will be determined independently for each Series of Units based on the performance of the particular Class of Units to which the Series belongs throughout the period in which Units of the Series have been outstanding, in accordance with the applicable provisions of this Agreement.

4.2 Attributes of Units

(1) Subject to applicable law and the provisions of this Agreement, each Unit shall be transferable and redeemable on a quarterly basis on the last Business Day of each fiscal quarter.

(2) Except as set out in Section 4.1, each Unit of a particular Class or Series shall be identical to all other Units of that Class or Series (as applicable) in all respects and, accordingly, shall entitle the holder to the same rights and obligations as a holder of any other Unit of such Class or

Series (as applicable). No Limited Partner shall, in respect of any Unit of a Class or Series held by such Limited Partner, be entitled to any preference, priority or right in any circumstance over any other Limited Partner in respect of any Unit of the same Class or Series (as applicable) held by the other Limited Partner.

(3) The interest of each Limited Partner of a particular Class or Series shall represent the same proportion of the total interest of all Limited Partners in that Class or Series (as applicable) as the number of Units of that Class held by it is of the total number of Units outstanding of that Class or Series (as applicable) at any time.

(4) Each Limited Partner shall be entitled to one vote at all meetings of Partners for each Unit held.

(5) Except as provided in this Agreement, each Unit of a particular Class or Series is entitled to participate equally with all other Units of that Class or Series (as applicable) with respect to any and all distributions made by the Partnership, including distributions of net income and net realized capital gains, if any.

4.3 Units Fully-Paid and Non-Assessable

The Partnership shall issue Units only as fully-paid and non-assessable.

4.4 Fractional Units

The Partnership may issue fractional Units.

4.5 Register Evidences Ownership

Title to any Units is conclusively evidenced by the Register.

Each Limited Partner will be entitled to a certificate or other instrument from the Partnership reflecting the Limited Partner's ownership of the Unit. Each such certificate or other instrument must be signed by at least one officer or director of the General Partner and any such signature may be mechanically reproduced. The validity of a certificate or other instrument will not be affected by the fact that a person whose signature is so reproduced is deceased or no longer holds the office which he or she held when the reproduction of his or her signature in that office was authorized. Transfers of beneficial ownership of Units shall be effected through the records maintained by the General Partner.

4.6 Unit Offering(s)

The General Partner may, in its discretion, cause the Partnership to issue Units on such terms and conditions of the offering and sale of Units as the General Partner, in its discretion but subject to Section 4.7, may determine from time to time and may do all things in that regard including preparing and filing offering memoranda and other documents, paying the expenses of issue and entering into agreements with any Person providing for a commission or fee. For greater certainty, the General Partner may take all steps necessary to give effect to such offering,

including increasing the amount of the Forward and entering into agency agreements and other arrangements on behalf of the Partnership as permitted hereunder. Units of a particular Class issued pursuant to this Section 4.6 may only be purchased on the last Business Day of each month for a subscription price equal to the Class Net Asset Value per Unit for Units of the Class being offered at 4:00 p.m. (Toronto time) on such day. Up to the Initial Closing Date, the Class Net Asset Value per Unit for Class AC Units and Class FC Units will be CDN$100 and the Class Net Asset Value per Unit for Class AU Units and Class FU Units will be US$100.

4.7 Subscription for Units

In connection with the Offering, each subscriber (who may be an Agent acting for and on behalf of purchaser of Units pursuant to the Offering) shall complete and execute the applicable Subscription Form (including the Power of Attorney and Declaration attached thereto) setting forth, among other things, the total subscription price for the Units subscribed for, which subscription price shall be such Person's agreed upon Capital Contribution and the Class and Series of Units being subscribed for. The subscription price received by the Partnership (after deduction of issue expenses and other fees) for any issuance of Units will be not less than the Class Net Asset Value per Unit of the subscribed Class at 4:00 p.m. (Toronto time) on the date of the subscription.

4.8 Acceptance of Subscription Form by General Partner

The General Partner shall have the right, in its sole discretion, to refuse to accept a Subscription Form within ten Business Days of its receipt. The General Partner shall reject Subscription Forms submitted by a subscriber who is, or who acts on behalf of a Person who will have a beneficial interest in the Units being subscribed for who cannot make the representative, warranties and covenants set-out in Section 2.3(2) of this Agreement, and the General Partner may require subscribers to provide evidence reasonably satisfactory to it that such subscribers, or Persons who will have a beneficial interest in Units being subscribed for, can do same. If, for any reason, a Subscription Form is not accepted, the General Partner shall forthwith redeliver to the subscriber the Subscription Form and any subscription monies or cheques representing subscription monies for such Units without interest or deduction.

4.9 Admittance as Limited Partner

Upon acceptance by the General Partner of any Subscription Form, all Partners will be deemed to consent to the admission of the subscriber as a Limited Partner, the General Partner will execute this Agreement on behalf of the subscriber and will cause the Record to be amended, and such other documents as may be required by the Act or under legislation similar to the Act in other provinces or the territories to be filed or amended, specifying the prescribed information and will cause the foregoing information in respect of the new Limited Partner to be included in the Partnership's books and records.

4.10 Payment of Expenses

The Partnership will pay all upfront costs, disbursements and other fees and expenses incurred in connection with the offering of Units pursuant to the Offering, the organization of the Partnership and the registration of the Partnership under the Act and under similar legislation of other jurisdictions. Unless otherwise provided by applicable law, all upfront costs, disbursements and other fees and expenses will be amortized over the first two years of the Partnership.

4.11 Effective Date

The rights and obligations of a subscriber for, or a transferee of, Units, as a Limited Partner or substituted Limited Partner, respectively, under this Agreement, commence and are enforceable by and upon the Limited Partner as between the Limited Partner and the other Partners from and after the earlier of the date on which the Record has been amended to reflect such subscription or transfer and the effective date on which the General Partner in its sole discretion recognizes such subscriber or transferee as a Limited Partner.

4.12 Register and Record of Limited Partners

The General Partner shall maintain at its office in Toronto, Ontario, a Register listing all names and addresses of registered Limited Partners and the number and Class of Units held by them.

The General Partner shall maintain at the Partnership's principal office in Ontario the Record setting out such information as is prescribed under the Act.

4.13 Changes in Membership of Partnership

No change of name or address of a Limited Partner, no transfer of a Unit and no admission of a substituted Limited Partner in the Partnership shall be effective for the purposes of this Agreement until all reasonable requirements as determined by the General Partner with respect thereto have been met, including the requirements set out in this Section, and until such change, transfer, substitution or addition is duly reflected in an amendment to the Record as may be required by the Act. The names and addresses of the Limited Partners as reflected from time to time in the Record, as from time to time amended, shall be conclusive as to such facts for all purposes of the Partnership.

4.14 Notice of Change

No name or address of a Limited Partner shall be changed and no transfer of a Unit or substitution or addition of a Limited Partner in the Partnership shall be recorded on the Record or the Register except pursuant to a notice in writing received by the General Partner.

4.15 Inspection of Record

A Limited Partner, or an agent of a Limited Partner duly authorized in writing, has the right to inspect and make copies from the Record during normal business hours.

4.16 Transfer of Units

Subject to compliance with applicable laws and the provisions of this Agreement and subject to the consent of the General Partner, Units may be transferred by a Partner or the Partner's agent duly authorized in writing to any Person by delivering a duly completed transfer form (the form of which shall be provided by the General Partner) to the General Partner together with such evidence of the genuineness of each such endorsement, execution and authorization and such other matters (including that the transfer is being made in compliance with all applicable securities laws) as may be reasonably required by the General Partner.

The General Partner has the right to deny the transfer of Units until all amounts required to be paid on account of the subscription price, including any interest thereon, have been paid in full. The General Partner will deny the transfer of the Units to a Person who is or who acts on behalf of a Person who cannot make the representations, warranties and covenants set out in Section 2.3(2). No transferee will become a Limited Partner until all filings and recordings required by the Act and this Agreement have been duly made and the transfer is recorded on the Record. Where the transferee complies with the provisions aforesaid and is entitled to become a Limited Partner pursuant to the provisions hereof the General Partner shall be authorized to admit the transferee to the Partnership as a Limited Partner and the Limited Partners hereby consent to the admission of, and will admit, the transferee to the Partnership as a Limited Partner, without further act of the Limited Partners (other than as may be required by law).

When a transferee has been registered as a Limited Partner, the transferee will become a party to this Agreement and will be subject to the obligations and entitled to the rights of a Limited Partner under this Agreement.

4.17 Documentation on Transfer

If a transferor of Units is a firm or a corporation, or purports to assign such Units in any representative capacity, or if an assignment results from the death, mental incapacity or bankruptcy of a Limited Partner or is otherwise involuntary, the transferor or the transferor's legal representative shall furnish to the General Partner such documents, certificates, assurances, court orders and other instruments as the General Partner may reasonably require to record the said transfer and assignment on the Record.

4.18 Amendment of Record

The General Partner, on behalf of the Partnership, shall from time to time and, in any event, as at the end of each calendar month, amend the Record and such other documents and promptly effect filings, recordings and registrations at such places as in the opinion of counsel to the Partnership are necessary or advisable to reflect changes during the course of such month in

the membership of the Partnership, transfers of Units and dissolution of the Partnership as herein provided and to constitute a transferee as a Limited Partner.

4.19 Non-Recognition of Trusts or Beneficial Interests

Except as provided herein, as required by law or as recognized by the General Partner in its sole discretion, no Person will be recognized by the Partnership as holding any Unit in trust, or on behalf of another Person with the beneficial interest therein, and the Partnership and Limited Partners will not be bound or compelled in any way to recognize (even when having actual notice) any equitable, contingent, future or partial interest in any Unit or in any fractional part of a Unit or any other rights in respect of any Unit except an absolute right to the entirety of the Unit in the Limited Partner shown on the Record as holder of such Unit.

4.20 Incapacity, Death, Insolvency or Bankruptcy

Where a Person becomes entitled to Units on the incapacity, death, insolvency, or bankruptcy of a Limited Partner, or otherwise by operation of law, in addition to the requirements of Sections 2.3(2), 2.7, 4.5, 4.13, 4.14, 4.16, 4.17, 4.18, 4.19 and 4.21, such entitlement will not be recognized or entered into the Record until such Person:

(1) has produced evidence satisfactory to the General Partner of such entitlement;

(2) has agreed in writing to be bound by the terms of this Agreement and to assume the obligations of a Limited Partner under this Agreement; and

(3) has delivered such other evidence, approvals and consents in respect to such entitlement as the General Partner may require and as may be required by law or by this Agreement.

4.21 No Transfer of Fractions

No transfer of a fraction of a Unit may be made or will be recognized or entered into or recorded in the Record unless the transfer of such fraction is in connection with the transfer of all of the Units owned by a Limited Partner.

SECTION 5 — CAPITAL CONTRIBUTIONS AND ACCOUNTS

5.1 Capital

The capital of the Partnership consists of the aggregate of all sums of money or other property contributed by the Partners and not returned to them.

5.2 Minimum Limited Partner Contribution

The Capital Contribution of each Limited Partner is the subscription price for Units paid by the Limited Partner. In respect of the Units issued as part of the Offering, it is acknowledged that each Limited Partner must purchase a minimum number of Units to satisfy minimum subscription requirements under applicable securities laws. In any case, each Limited Partner

must purchase Units with an aggregate cost of at least CDN$25,000 for Class AC Units and Class FC Units and Units with an aggregate cost of at least US$25,000 for Class AU Units and Class FU Units. All subsequent investments shall be measured in increments of CDN$100 for the Class AC Units and the Class FC Units, and in increments of US$100 for the Class AU Units and the Class FU Units

5.3 Payment of Capital Contributions

The Capital Contribution of each Limited Partner shall be paid by way of a certified cheque or bank draft (or in such other manner acceptable to the General Partner) payable to the General Partner in an amount equal to the aggregate subscription price of Units purchased or in such other manner acceptable to the General Partner.

5.4 Separate Capital Accounts

The General Partner will maintain a separate capital account for each Partner and will, on receipt of an amount in respect of a Capital Contribution, credit the account of the applicable Partner with such Capital Contribution and will debit the account with the amount of any Capital Contribution actually returned from time to time by the Partnership to the Partner.

The interest of a Partner will not terminate by reason of there being a negative or nil balance in the Partner's capital account. No Limited Partner shall be responsible for any losses of any other Limited Partner, nor share in the allocation of net income or loss attributable to the Units of any other Limited Partner.

5.5 No Interest on Capital Account

The Partnership will not pay interest on any credit balance of the capital account of a Partner. Except as provided in this Agreement or the Act or similar applicable legislation in Canada, no Limited Partner is required to pay interest to the Partnership on any Capital Contribution returned to the Limited Partner or on any negative balance in the Limited Partner's capital account.

SECTION 6 — PARTICIPATION IN PROFITS AND LOSSES

6.1 Allocation of Net Income or Loss

(1) The income and losses of the Partnership for a Fiscal Year shall be allocated on a monthly basis, in arrears, as to 99.999% to the Limited Partners and as to 0.001% to the General Partner. The Limited Partners' share of the monthly income and losses of the Partnership shall be allocated to Limited Partners in proportion to their ownership of Units of a particular Class immediately before the last Business Day of a fiscal quarter.

(2) The income and losses of the Partnership for tax purposes in respect of a fiscal year shall be allocated among the General Partner and the Limited Partners in the same manner as allocations of accounting income and losses, with such adjustments as are deemed by the

General Partner, acting in its sole discretion, to be necessary to effect an equitable allocation of all such amounts. For greater certainty, the General Partner shall be entitled to make allocations of income or losses of the Partnership for tax purposes in respect of a fiscal year to any person who has been a Limited Partnership at any time in such fiscal year.

6.2 Distributions

The General Partner may in its sole discretion make distributions of income or capital at any time and from time to time, in such amounts and in such manner as it considers appropriate. Distributions under this Section 6.2, if any, will be declared on a date determined by the General Partner (the "**Declaration Date**"). Partners will be entitled to receive declared distributions if they were Partners of record as of 5:00 p.m. (Toronto time) on the seventh Business Day next following the relevant Declaration Date. Distributions will be made as soon as practicable after the Declaration Date. All distributions will be paid to Partners in proportion to the number and class of Units held by them as indicated on the Record.

6.3 Repayments

If, as determined by the General Partner, it appears that any Partner has received an amount under this Section 6 which is in excess of that Partner's entitlement, the Partner will, forthwith upon notice from the General Partner, reimburse the Partnership to the extent of the excess, and failing immediate reimbursement, the General Partner may withhold the amount of the excess from further distributions or redemption proceeds otherwise due to the Partner. A Partner will remain liable to reimburse the Partnership any amounts distributed to him or her by the Partnership which may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution, if the distribution resulted in a reduction of capital of the Partnership resulting in the incapacity of the partnership to pay its debts as they became due. The General Partner may make adjustments to distributions for tax purposes as are deemed by it necessary to effect an equitable allocation of all amounts.

SECTION 7 — REIMBURSEMENT OF EXPENSES

7.1 Expenses of the Partnership

The costs of organizing the Partnership and offering the Units, including without limitation the fees and expenses of counsel and the Partnership's auditors, will be borne by the Partnership. The ongoing expenses of the Partnership, including without limitation as applicable, the fees and expenses of legal counsel and the Partnership's auditors, fees owing under this Agreement, the purchase price of all securities acquired by it, expenses related to rent, office facilities, insurance, portfolio transactions including commissions, communications, brokerage fees to holders of Units, investor servicing costs, custodial arrangements, recordkeeping, interest expenses, taxes, general operations and administrative costs and compliance and the Forward Fee will be borne by the Partnership. The foregoing expenses shall be allocated among classes as the General Partner in its sole discretion deems fair and reasonable in the circumstances, provided that expenses incurred solely in respect of one Class shall be allocated only to that Class. The FX Hedge Fee shall be allocated among the Class AC Units and

the Class FC Units as the General Partner in its sole discretion deems fair and reasonable in the circumstances, provided that expenses incurred solely in respect of one Class shall be allocated only to that Class.

7.2 Reimbursement of Expenses

The Partnership will reimburse the General Partner for all annual out-of-pocket expenses including fees payable to the auditors, valuators, and legal advisers of the Partnership and in respect of judgements and amounts paid in settlement, actually and reasonably incurred by the General Partner in connection with the Partnership, provided such expenses were not the result of negligence or misconduct on the part of the General Partner; ongoing regulatory filing fees and other fees; any reasonable out-of-pocket expenses incurred by the General Partner or its agents in connection with their ongoing obligations to the Partnership.

SECTION 8 — WITHDRAWAL OF CAPITAL CONTRIBUTIONS

8.1 Withdrawal

(1) A Limited Partner may, by giving a minimum of 90 days prior written notice to the General Partner (the "Redemption Notice"), require the redemption of all or any portion of the Units held by such Limited Partner on the last Business Day of a fiscal quarter (each a "Redemption Date") for a redemption price per Unit of a particular Class equal to the Class Net Asset Value per Unit of that Class less the Early Withdrawal Charge, if any, calculated as at the close of business on the Redemption Date, less any Redemption Fee payable in respect of such Unit. The Redemption Notice shall be irrevocable except as hereinafter provided. The Redemption Notice must be properly completed and must reach the General Partner at its offices not later than 4:00 p.m. (Toronto Time) at least 90 days (or such shorter period as the General Partner may approve) prior to the Redemption Date on which the Units are intended to be redeemed. If the redemption request is received at a later time, it shall be effective as of the next following Redemption Date (or such later Redemption Date as may be specified in the request. Notwithstanding the foregoing, Units of the Partnership may not be redeemed, other than at the sole discretion of the General Partner, until the first Redemption Date following the second anniversary of the issuance of the Units being redeemed.

(2) On redemption, Limited Partners are entitled to be paid the Class Net Asset Value per Unit as of the Redemption Date less the Early Withdrawal Charge, if any, multiplied by the number of Units of such class that have been tendered for redemption, less, in the case of Redemption Dates that fall during a fiscal year of the Partnership, the Redemption Fee.

(3) If the General Partner has received requests to redeem 10% or more of the outstanding Units of any particular Class on any Redemption Date, or any deferred Redemption Date as described below, the General Partner may, defer to the next Redemption Date the redemption of some or all of the Units of that Class in respect of which redemption has been requested and such deferred redemptions will be made at the Class Net Asset Value per Unit of that particular Class calculated as at the close of business on that next Redemption Date. Such deferral may take place if, in the sole judgment of the General Partner, such extra time is warranted to facilitate the

Forward pre-settlement and, in the case of Class AC Units and Class FC Units tendered for redemption, the unwind of any FX Hedge necessary to fund such redemption. If, on any Redemption Date, or any deferred Redemption Date, as a result of the foregoing limitation, the Partnership does not redeem any of the Units of a particular Class which have been submitted for redemption, then subject to the foregoing limitation, the Partnership will redeem such Units on the next Redemption Date before it redeems any other Units of that Class which it has been requested to redeem and, for such purposes, the requests to redeem such Units will be deemed to have been received by the Partnership on the next Redemption Date in the order in which they were originally received.

(4) With respect to the Partnership, the General Partner may suspend or postpone the calculation of the Net Asset Value, the Class Net Asset Value or the Class Net Asset Value per Unit or the right or obligation of the Partnership to redeem Units or Units of a particular Class for the whole or any part of any period when normal trading is suspended on any stock exchange or which securities are listed and traded which represent more than 50% by value of the total assets of the Partnership without allowance for liabilities. During the period of suspension or postponement a Limited Partner may either withdraw his request for redemption or receive payment based on the Class Net Asset Value per Unit of the Units redeemed on the Redemption Date that next follows the termination of the suspension. Subscriptions for additional Units of a particular Class of the Fund shall not be accepted during any period when the obligation of the Fund to redeem Units of that is suspended.

(5) The Partnership may, at any time and from time to time, by giving 5 Business Days prior written notice, redeem all or any portion of the outstanding Units of a particular Class on the last Business Day of a month for a redemption price per Unit equal to the Class Net Asset Value per Unit of that Class calculated as at the close of business on that day, less any Redemption Fee payable in respect of the Units.

(6) A Limited Partner may elect to receive all or a portion of the redemption proceeds of Units redeemed by it in a Fiscal Year of the Partnership after the end of such Fiscal Year.

(7) Payment for redeemed Units shall be made in cash, within 45 Business Days following the applicable Redemption Date. For greater certainty, redemption proceeds payable on the redemption of a Unit will be reduced by Early Withdrawal Charges, if any, and Redemption Fees payable in respect of the Unit. Payment of redemption proceeds shall be made by mailing or delivering a cheque or by wire or electronic transfer as the General Partner may determine, to a Limited Partner at the address noted in the register of Limited Partners. A Limited Partner may also direct the General Partner, in writing, to make the payment to another address or person. Any payment, unless not honoured, shall discharge the Partnership and the General Partner from all liability to a Limited Partner in respect of the amount thereof and in respect of the Units redeemed. In no event shall the Partnership or the General Partner be liable to a Limited Partner for interest or income on the proceeds of any redemption pending the payment thereof.

(8) If on any Redemption Date, the General Partner has received requests to redeem Units and the General Partner believes that accepting those requests would have adverse consequences to the Partnership's remaining Limited Partners, it may in its sole discretion, defer the acceptance

of such redemption request in whole or in part. Under such circumstances, the Partners which otherwise would have been withdrawn will continue to participate in the profits and losses of the Partnership until such redemption request is accepted. In addition, the General Partner may postpone the payment of the redemption proceeds to any Limited Partner if it determines in its sole discretion, that such payment would have adverse consequences to the Partnership or the Partnership's other Limited Partners.

(9) If on any Redemption Date, the General Partner has received a request to redeem all or substantially all of a Limited Partner's Units (as determined by the General Partner), the Partnership generally will pay at least 90% of the estimated value of such Units within 45 Business Days of the Redemption Date, but payment may be deferred to the extent there is a delay in the Partnership's receipt of pre-settlement proceeds from the Counterparty in relation to the pre-settlement portion of the Forward necessary to fund the redemption. The payment of any redemption proceeds (valued at the Redemption Date) that have been deferred to the extent that pre-settlement payments have been deferred under the Forward generally will be paid out as promptly as practicable after the Partnership receives its annual audit for the year during which the relevant Units were tendered for redemption.

8.2 Powers, Duties and Obligations

(1) The General Partner has:

(a) unlimited liability for the debts, liabilities and obligations of the Partnership;

(b) subject to the terms of this Agreement and to any applicable limitations set forth in the Act and applicable similar legislation, the full and exclusive right, power and authority to manage, control, administer and operate the business and affairs and to make decisions regarding the undertaking and business of the Partnership; and

(c) the full and exclusive right, power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying out the business of the Partnership.

An action taken by the General Partner on behalf of the Partnership is deemed to be the act of the Partnership and binds the Partnership.

(2) Notwithstanding any other agreement the Partnership or the General Partner may enter into, all material transactions or agreements entered into by the Partnership must be approved by the board of directors of the General Partner.

8.3 Specific Powers and Duties

Without limiting the generality of Section 8.1(1), but subject to Section 10.16, the General Partner will have full power and authority for and on behalf of and in the name of the Partnership to:

(1) maintain accounting records for the Partnership;

(2) authorize the payment of operating expenses incurred on behalf of the Partnership;

(3) calculate net asset value of the Partnership, Class net asset value of each Class of Units of the Partnership and the amount of distributions by the Partnership;

(4) prepare financial statements, income tax returns, information returns and financial and accounting information and make any elections, applications, determinations or designations as the General Partner deems to be desirable or as required by the Partnership or by applicable law;

(5) ensure that Partners are provided with financial statements and other reports as are required from time to time by applicable law;

(6) ensure that the Partnership complies with all applicable regulatory requirements;

(7) prepare the Partnership's report to Partners;

(8) negotiate contracts with third-party providers of services, including, but not limited to, transfer agents, auditors and printers;

(9) processing subscriptions and redemptions;

(10) provide office facilities and personnel to carry out these services, together with clerical services;

(11) negotiate, execute and perform all agreements which require execution by or on behalf of the Partnership involving matters or transactions with respect to the Partnership's business including, without limitation, the Forward, the FX Hedge and all related agreements;

(12) open and manage bank accounts in the name of the Partnership and spend the capital of the Partnership in the exercise of any right or power exercisable by the General Partner hereunder;

(13) subject to the terms of this Agreement, incur liabilities in the name of the Partnership from time to time as the General Partner may determine without limitation with regard to amount, cost or conditions of reimbursement of such liabilities;

(14) mortgage, charge, assign, hypothecate, pledge or otherwise create a security interest in all or any property of the Partnership now owned or hereafter acquired, to secure any present and future liabilities and related expenses of the Partnership and to sell all or any of such property pursuant to a foreclosure or other realization upon the foregoing encumbrances;

(15) establish cash reserves that are determined to be necessary or appropriate for the proper management and operation of the Partnership;

(16) see to the sound management of the Partnership, and to manage, control and develop all the activities of the Partnership and take all measures necessary or appropriate for the business of the Partnership or ancillary thereto;

(17) conduct the business of the Partnership as provided in Section 3;

(18) incur all costs and expenses in connection with the Partnership;

(19) subject to the terms of this Agreement, employ, retain, monitor the performance or engage or dismiss from employment, personnel, agents, representatives or professionals or other investment participants (including, without limitation, the Advisor) with the powers and duties upon the terms and for the compensation as in the discretion of the General Partner may be necessary or advisable in the carrying on of the business of the Partnership;

(20) subject to the terms of this Agreement, engage agents, including any of its Affiliates or Associates, to assist the General Partner in carrying out its management obligations to the Partnership or subcontract administrative functions to any of the General Partner's Affiliates or Associates;

(21) subject to the terms of this Agreement, invest cash assets of the Partnership that are not immediately required for the business of the Partnership in investments which the General Partner considers appropriate;

(22) act as attorney in fact or agent of the Partnership in disbursing and collecting monies for the Partnership and fulfilling the obligations of the Partnership and handling and settling any claims of the Partnership;

(23) commence or defend any action or proceeding in connection with the Partnership;

(24) prepare file and mail returns, reports or other documents required by any governmental or like authority;

(25) retain legal counsel, experts, advisers or consultants as the General Partner considers appropriate and rely upon the advice of such Persons;

(26) do anything that is in furtherance of or incidental to the business of the Partnership or that is provided for in this Agreement;

(27) execute, acknowledge and deliver the documents necessary to effectuate any or all of the foregoing or otherwise in connection with the business of the Partnership;

(28) obtain any insurance coverage;

(29) appoint the Auditor;

(30) establish a distribution reinvestment plan, appoint a distribution reinvestment plan agent and enter into a distribution reinvestment plan agency agreement;

(31) acquire or dispose of assets of the Partnership; and

(32) generally carry out the objects, purposes and business of the Partnership.

No Persons dealing with the Partnership will be required to enquire into the authority of the General Partner to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf of or in the name of the Partnership. The General Partner shall insert, and cause agents of the Partnership to insert, the following clause in any contracts or agreements to which the Partnership is a party or by which it is bound:

"Belmont Dynamic Growth Fund is a limited partnership formed under the *Limited Partnerships Act* (Ontario), a limited partner of which is only liable for any of its liabilities or any of its losses to the extent of the amount that it has contributed or agreed to contribute to its capital and its pro rata share of any undistributed income."

8.4 Remuneration of General Partner

Other than the reimbursements to which it is entitled under Sections 7.1 and 7.2, the fees to which it is entitled under this Agreement and the distributions to which it is entitled under Section 6.1, the General Partner shall not be entitled to receive any remuneration in respect of the exercise of its powers or the performance of its duties and obligations under Section 8.3.

8.5 Title to Property

The General Partner may hold legal title to any of the assets or property of the Partnership in its name for the benefit of the Partnership.

8.6 Exercise of Duties

Except as provided herein, the General Partner covenants that it will exercise the powers and discharge its duties under this Agreement honestly, in good faith, and in the best interests of the Partnership, and that it will exercise the degree of care, diligence and skill of a prudent and qualified administrator. Furthermore, the General Partner covenants that it will maintain the confidentiality of financial and other information and data which it may obtain through or on behalf of the Partnership, the disclosure of which may adversely affect the interests of the Partnership or a Limited Partner, except to the extent that disclosure is permitted as provided herein, is required by law or is in the best interests of the Partnership.

8.7 Limitation of Liability

(1) The General Partner is not personally liable for the return of any Capital Contribution made by a Limited Partner to the Partnership.

(2) The General Partner may exercise any of the powers or authority granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or

through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(3) Notwithstanding anything else contained in this Agreement, but subject to Sections 2.9 and 8.11, neither the General Partner nor any Affiliates thereof nor their respective officers, directors, shareholders, employees or agents are liable, responsible for or accountable in damages or otherwise to the Partnership or a Limited Partner for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on the General Partner by this Agreement or by law provided that the conduct did not constitute negligence or misconduct of the General Partner and if the General Partner has acted in good faith, in a manner which the General Partner believed to be in the best interests of the Partnership.

8.8 Indemnity of General Partner

(1) The General Partner and each of its directors, officers, employees and agents (each an "**Indemnitee**") will be indemnified by the Partnership for all liabilities, costs and expenses incurred by them in connection with any action, suit or proceeding that is proposed or commenced or any other claim that is made against the General Partner or any of its directors, officers, employees and agents in the exercise of the performance by the General Partner of its duties as the general partner of the Partnership, except those liabilities, costs and expenses resulting from wilful misconduct, bad faith, negligence or breach of its obligations under the Partnership Agreement on the part of the General Partner.

(2) To the fullest extent permitted by law, expenses (including, without limitation, legal fees and expenses) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 8.8.

(3) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Partnership's activities, whether or not the Partnership would have the power to indemnify such Person against such liabilities under the provisions of this Agreement.

8.9 Resolution of Conflicts of Interest

Unless otherwise expressly provided in this Agreement, whenever a potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, or any Limited Partner on the other hand, any resolution or course of action in respect of such conflict of interest shall be permitted and deemed approved by all Limited Partners, and shall not constitute a breach of this Agreement, or of any standard of care or duty stated or implied by law if the resolution or course of action is fair and reasonable to the Partnership. The General Partner shall be authorized in connection with its resolution of any

conflict of interest to consider: (i) the relative interests of all parties involved in such conflict or affected by such action; (ii) any customary or accepted industry practices; and (iii) any applicable generally accepted accounting practices or principles. Nothing contained in this Agreement, however, is intended to nor shall it be construed to require the General Partner to consider the interests of any Person other than the Partnership. In the absence of bad faith by the General Partner, the resolutions, actions or terms so made, taken or provided by the General Partner with respect to such matter shall not constitute a breach of this Agreement or a breach of any standard of care or duty imposed herein or stated or implied under the Act, any law, rule or regulation.

8.10 Other Matters Concerning the General Partner

(1) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(2) The General Partner may consult with legal counsel, accountants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted in reliance upon the opinion (including, without limitation, an opinion of counsel) of such Persons as to matters that the General Partner reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

(3) The General Partner shall have the right, in respect of any of its power, authority or obligations hereunder, to act through any of its duly authorized officers.

(4) Any standard of care or duty imposed under the Act or any applicable law shall be modified, waived or limited as required to permit the General Partner to act under this Agreement or any other agreement contemplated by this Agreement and to make any decision pursuant to the power or authority prescribed in this Agreement, so long as such action is reasonably believed by the General Partner to be in, or not opposed to, the best interests of the Partnership.

8.11 Indemnity of Partnership

The General Partner hereby indemnifies and holds harmless the Partnership and each Limited Partner from and against all costs, expenses, damages or liabilities suffered or incurred by the Partnership or such Limited Partners by reason of an act of wilful misconduct, gross negligence by the General Partner or of any act or omission not believed by the General Partner in good faith to be within the scope of the authority conferred on the General Partner by this Agreement.

8.12 Restrictions upon the General Partner

The General Partner's power and authority does not extend to any powers, actions or authority not enumerated in Sections 8.1(1) and 8.3 unless and until the requisite Special Resolution is passed by the Partners. Further, the General Partner will not:

(1) commingle the funds of the Partnership with the funds of the General Partner or any of its Affiliates or Associates or with the funds of any other Person;

(2) dissolve the Partnership except in accordance with the provisions of Section 12 hereof; or

(3) withdraw as General Partner except in accordance with the provisions of Section 8.15 hereof.

8.13 Employment of an Affiliate or Associate

The General Partner may employ or retain Affiliates or Associates of the General Partner on behalf of the Partnership to provide goods or services to the Partnership provided that, if the Partnership is to reimburse the General Partner for the costs and expenses of such goods or services, the costs of such goods or services must be reasonable and competitive with the costs of similar goods and services provided by independent third parties; provided that no reimbursement shall be made for any costs or expenses for which the General Partner would not, if it provided such goods and services directly, be entitled to payment or reimbursement under this Agreement.

8.14 Removal of General Partner

(1) Except as provided for in Sections 8.14(2) and 8.14(3) the General Partner may not be removed as general partner of the Partnership.

(2) Upon (i) the passing of any resolution of the directors or shareholders of the General Partner requiring or relating to the bankruptcy, dissolution, liquidation or winding-up of the General Partner, (ii) the making of any assignment by the General Partner for the benefit of creditors of the General Partner, (iii) the appointment of a receiver of the assets and undertaking of the General Partner or (iv) the General Partner failing to maintain its status under Section 2.3(1) hereof, the General Partner shall cease to be qualified to act as general partner hereunder and shall be deemed to have been removed thereupon as the general partner of the Partnership effective upon the appointment of a new general partner. A new general partner shall, in such instances, be appointed by the Limited Partners by an Ordinary Resolution after receipt of written notice of such event (which written notice shall be provided by the General Partner forthwith upon the occurrence of such event).

(3) The General Partner may also be removed if the General Partner has committed a material breach of this Agreement, which subsists for a period of 90 days after notice, and such removal is approved by Special Resolution excluding (if the General Partner is Belmont Dynamic GP Inc.), for this purpose, Units held by Incorporated, its insiders and affiliates and any officer, director, or partner of such person. Any such action by the Limited Partners for removal

of the General Partner under this Section 8.14(3) must also provide for the election and succession of a new general partner. Such removal shall be effective immediately following the admission of the successor general partner to the Partnership.

8.15 Voluntary Withdrawal of General Partner

The General Partner may voluntarily withdraw as general partner by giving 120 days' notice. Such withdrawal shall be effective immediately following the admission of the successor general partner to the Partnership.

8.16 Condition Precedent

As a condition precedent to the resignation or removal of the General Partner, the Partnership shall pay all amounts payable by the Partnership to the General Partner pursuant to this Agreement accrued to the date of resignation or removal.

8.17 Transfer to New General Partner

On the admission of a new general partner to the Partnership on the resignation, removal or withdrawal of the General Partner, the resigning or retiring General Partner will do all things and take all steps to transfer the administration, management, control and operation of the business of the Partnership and the books, records and accounts of the Partnership to the new general partner and will execute and deliver all deeds, certificates, declarations and other documents necessary or desirable to effect such transfer in a timely fashion.

8.18 Transfer of Title to New General Partner

On the resignation, removal or withdrawal of the General Partner and the admission of a new general partner, the resigning or retiring General Partner will, at the cost of the Partnership, transfer title to the Partnership's property to such new general partner and will execute and deliver all deeds, certificates, declarations and other documents necessary or desirable to effect such transfer in a timely fashion.

8.19 Release by Partnership

On the resignation, removal or withdrawal of the General Partner, the Partnership will release and hold harmless the General Partner resigning, being removed, or withdrawing from any costs, expenses, damages or liabilities suffered or incurred by the General Partner as a result of or arising out of events which occur in relation to the Partnership after such resignation, removal or withdrawal.

8.20 New General Partner

A new general partner shall not be a "non-resident" of Canada or a partnership which is not a "Canadian partnership", in each case, for the purposes of the *Tax Act* or a person or partnership an interest in which is a "tax shelter investment" for the purposes of the *Tax Act* or a person or partnership that is a "financial institution" for the purposes of the "marked-to-market"

rules in Section 142.2 of the *Tax Act* and will become a party to this Agreement by signing a counterpart hereof and will agree to be bound by all of the provisions hereof and to assume the obligations, duties and liabilities of the General Partner hereunder as from the date the new general partner becomes a party to this Agreement.

8.21 Transfer of General Partner Interest

The General Partner may transfer all, but not less than all, of its general partner interest in the Partnership without the approval of the Limited Partners to an Affiliate provided that such transferee satisfies the requirements set forth in Section 8.20 and assumes the rights and duties of the General Partner and agrees to be bound by the provisions of this Agreement.

SECTION 9 — FINANCIAL INFORMATION

9.1 Books and Records

The General Partner shall keep or cause to be kept at the principal office of the Partnership in Ontario appropriate books and records with respect to the Partnership's business. Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including, without limitation, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard disks, magnetic tape, or any other information storage device, provided that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with generally accepted accounting principles in Canada.

9.2 Reports

(1) As soon as practicable, but in no event later than March 31 of each Fiscal Year, the General Partner shall cause to be mailed to each holder of a Unit as of a date selected by the General Partner in its sole discretion, (a) financial statements of the Partnership for such Fiscal Year, presented in accordance with generally accepted accounting principles in Canada, including a balance sheet and statements of operations and Partners' equity, such statements to be reported upon by the Auditor and (b) a calculation of the Net Asset Value and the Class Net Asset Value per Unit.

(2) As soon as practicable, but in no event later than 30 days after the end of each calendar quarter (except the last calendar quarter of each year), the General Partner will provide to each holder of a Unit as indicated on the Record as of a date selected by the General Partner in its sole discretion, a written commentary outlining highlights of the Partnership's activities together with an unaudited schedule setting out the Net Asset Value and the Class Net Asset Value per Unit and such other information as may be determined by the General Partner.

(3) At the option of a Limited Partner, annual and quarterly reports as well as other investor communications in relation to the Partnership may be provided electronically.

9.3 Income Tax Information

The General Partner will send or cause to be sent to each Person who is a Limited Partner at the end of the previous Fiscal Year, or on the date of dissolution of the Partnership, within 90 days of the end of such Fiscal Year or within 60 days of dissolution, as the case may be, or within such other shorter period of time as may be required by applicable law, all information, in suitable form, relating to the Partnership necessary for such Person to prepare such Person's Canadian federal and provincial income tax returns. Such information will include information necessary for any Limited Partner who has made an election under subsection 39(4) of the Tax Act to be able to treat the amount allocated to such Limited Partner in respect of the disposition of shares in the Canadian Share Portfolio as a capital gain or loss, as applicable. The General Partner shall file, in a timely manner on behalf of itself and the Limited Partners, annual Partnership information returns and any other information returns required to be filed under the *Tax Act* and any other applicable tax legislation in respect of Partnership matters.

9.4 Right to Inspect Partnership Books and Records

(1) In addition to other rights provided by this Agreement or by applicable law, and except as limited by Section 9.4(2), each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership, upon reasonable demand and at such Limited Partner's own expense, to have furnished to it:

(a) copies of this Agreement, the Declaration, the Record, and amendments thereto; and

(b) such other information regarding the affairs of the Partnership as is required to be provided to a Limited Partner under applicable partnership legislation.

(2) Notwithstanding Section 9.4(1), the General Partner may keep confidential from the Limited Partners for such period of time as the General Partner deems reasonable, any information (other than information referred to in Sections 9.4(1)(a)) that the General Partner reasonably believes to be in the nature of trade secrets or other information the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or could damage the Partnership or that the Partnership is required by law or by agreements with third parties to keep confidential.

9.5 Accounting Policies

The General Partner is authorized to establish from time to time accounting policies with respect to the financial statements of the Partnership and to change from time to time any policy that has been so established so long as such policies are consistent with generally accepted accounting principles in Canada.

9.6 Appointment of Auditor

The General Partner will, on behalf of the Partnership, select the Auditor on behalf of the Partnership to review and report to the Partners upon the financial statements of the Partnership

for and as at the end of each Fiscal Year, and to advise upon and make determinations with regard to financial questions relating to the Partnership or required by this Agreement to be determined by the Auditor.

SECTION 10 — MEETINGS OF THE LIMITED PARTNERS

10.1 Requisitions of Meetings

The General Partner may call a general meeting of Limited Partners at such time and place as it deems appropriate in its absolute discretion for the purpose of considering any matter set forth in the notice of meeting. In addition, where Limited Partners holding not less than 75% of the outstanding Units, or in the case of Class meeting 75% of the Limited Partners of the Class requesting the meeting, (the "**Requisitioning Partners**") give notice signed by each of them to the General Partner, requesting a meeting of the Limited Partners or the Class of Limited Partners as the case may be, the General Partner shall, within 60 days of receipt of such notice, convene such meeting, and if it fails to do so, any Requisitioning Partner may convene such meeting by giving notice in accordance with this Agreement. Every meeting of Limited Partners or Class of Limited Partners, however convened, will be conducted in accordance with this Agreement.

10.2 Place of Meeting

Every meeting of Limited Partners or Class of Limited Partners shall be held in the City of Toronto, Ontario or at such other place in Canada as the General Partner (or Requisitioning Partners, if the General Partner fails to call such meeting in accordance with Section 10.1 may designate.

10.3 Notice of Meeting

Notice of any meeting of Limited Partners or Limited Partners will be given to each Limited Partner, or in the case of a Class meeting, to Limited Partners of the Class to which the meeting pertains, not less than 21 days (but not more than 60 days) prior to such meeting (except that with where a meeting is to vote on a proposed dissolution of the Partnership, the written notice of such meeting must be given to each Limited Partner not less than 60 days prior to such meeting), and will state:

(1) the time, date and place of such meeting; and

(2) in general terms, the nature of the business to be transacted at the meeting in sufficient detail to permit a Limited Partner to make a reasoned decision thereon.

Notice of an adjourned meeting of Limited Partners or Class of Limited Partners need not be given if the adjourned meeting is held within 14 days of the original meeting. Otherwise, but subject to Section 10.12, notice of adjourned meetings shall be given not less than 10 days in advance of the adjourned meeting and otherwise in accordance with this Section 10.3, except that

the notice need not specify the nature of the business to be transacted if unchanged from the original meeting.

10.4 Record Dates

For the purpose of determining the Limited Partners who are entitled to vote or act at any meeting of Limited Partners or Class of Limited Partners or any adjournment thereof, or for the purpose of any other action, the General Partner may give a date not more than 60 days prior to the date of any meeting of Limited Partners or Class of Limited Partners or other action as a record date for the determination of Limited Partners or Limited Partners of a particular Class, as the case may be, entitled to vote at such meeting or any adjournment thereof or to be treated as Limited Partners, or Limited Partners of a Class, of record for purposes of such other action, and any Limited Partner who was a Limited Partner or a Limited Partner of the Class to which the meeting pertains, as the case may be, at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though it has since that date disposed of its Units, and no Limited Partner becoming such after that date shall be a Limited Partner or a Limited Partner of a Class of record for purposes of such action. A Person shall be a Limited Partner or a Limited Partner of a Class of record at the relevant time if the Person's name appears in the Record as amended and supplemented at such time.

10.5 Proxies

Any Limited Partner entitled to vote at a meeting of Limited Partners or a Class of Limited Partners may vote by proxy if a form of proxy has been received by the General Partner or the chairman of the meeting for verification prior to the commencement of the meeting.

10.6 Validity of Proxies

A proxy purporting to be executed by or on behalf of a Limited Partner will be considered to be valid unless challenged at the time of or prior to its exercise. The Person challenging the proxy will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final. Proxies shall be valid only at the meeting with respect to which they were solicited, or any adjournment hereof, but in any event shall cease to be valid one year from their date. A proxy given on behalf of joint holders must be executed by all of them and may be revoked by any of them, and if more than one of several joint holders is present at a meeting and they do not agree which of them is to exercise any vote to which they are jointly entitled, they will for the purposes of voting be deemed not to be present. A proxyholder need not be a holder of a Unit.

10.7 Form of Proxy

Every proxy will be substantially in the form as may be approved by the General Partner or as may be satisfactory to the chairman of the meeting (acting reasonably) at which it is sought to be exercised.

10.8 Revocation of Proxy

A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, incapacity, insolvency or bankruptcy of the Limited Partner giving the proxy or the revocation of the proxy unless written notice of such death, incapacity, insolvency, bankruptcy or revocation shall have been received by the chairman of the meeting prior to the commencement of the meeting.

10.9 Corporations

A Limited Partner which is a corporation may appoint an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

10.10 Attendance of Others

Any officer or director of the General Partner, legal counsel for the General Partner and the Partnership and representatives of the Auditor will be entitled to attend any meeting of Limited Partners.

10.11 Chairman

The General Partner may nominate a Person, including, without limitation, an officer or director of the General Partner (who need not be a Limited Partner), to be chairman of a meeting of Limited Partners and the person nominated by the General Partner will be chairman of such meeting unless the Limited Partners elect another chairman by Special Resolution.

10.12 Quorum

A quorum at any meeting of Limited Partners or Class of Limited Partners, as the case may be, will consist of two or more Limited Partners, or Limited Partners of the Class to which the meeting pertains, present in person or by proxy holding at least 10% of the outstanding Units, or Units of the Class to which the meeting pertains, except that for the purposes of passing a Special Resolution, Limited Partners or Limited Partners of a Class present or in person or by proxy holding at least 33⅓ of the Units, or Units of the Class to which the meeting pertains, outstanding and entitled to vote thereon must be present. If, a quorum for the meeting is not present, within 30 minutes after the time fixed thereafter the meeting:

(1) if called by or on the requisition of Limited Partners, will be cancelled; and

(2) if called by the General Partner, will be held at the same time and place on the day which is 10 days later (or if that date is not a Business Day, the first Business Day after that date). The General Partner will give three days' notice to all Limited Partners or Limited Partners of a Class of the date of the reconvening of the adjourned meeting and at such meeting the quorum will consist of the Limited Partners or Limited Partners of a Class then present in person or represented by proxy.

10.13 Voting

Every question submitted to a meeting of Limited Partners or Limited Partners of a Class:

(1) which requires a Special Resolution under this Agreement or a decision under Section 8.14(3) will be decided by a poll; and

(2) which does not require a Special Resolution (and is not a decision under Section 8.14(3)) will be decided by an Ordinary Resolution on a show of hands unless otherwise required by this Agreement or a poll is demanded by a Limited Partner, in which case a poll will be taken;

and in the case of an equality of votes, the chairman will not have a casting vote and the resolution will be deemed to be defeated. The chairman will be entitled to vote in respect of any Units held by him or her or for which he or she may be a proxyholder. On any vote at a meeting of Limited Partners or a Class of Limited Partners, a declaration of the chairman concerning the result of the vote will be conclusive.

On a poll, each Person present at the meeting will have one vote for each Unit in respect of which the Person is shown on the Record as a Limited Partner at the record date and for each Unit in respect of which the Person is the proxyholder. Each Limited Partner present at the meeting and entitled to vote thereat will have one vote on a show of hands. If Units are held jointly by two or more persons and only one of them is present or represented by proxy at a meeting of Limited Partners or a Class of Limited Partners, such Limited Partner may, in the absence of the other or others, vote with respect thereto, but if more than one of them is present or represented by proxy, they shall vote together on the whole Units held jointly.

The General Partner, as such, shall not be entitled to vote on any poll or on a show of hands at any meeting of Limited Partners or Class of Limited Partners. However, the General Partner will be entitled to vote in respect of any Units that the General Partner is shown on the Record as the registered owner thereof on the applicable record date. Any Limited Partner who is in default of payment of the subscription price for its Units shall not be entitled to vote in respect of any of its Units.

10.14 Poll

A poll requested or required will be taken at the meeting of Limited Partners or Class of Limited Partners or an adjournment of the meeting in such manner as the chairman directs.

10.15 Powers of Limited Partners; Resolutions Binding

The Limited Partners shall have only the powers set forth in this Agreement and any additional powers provided by law. Subject to the foregoing sentence, any resolution passed in accordance with this Agreement will be binding on all the Partners, or the Partners of a particular Class, as the case may be, and their respective heirs, executors, administrators, successors and assigns, whether or not any such Partner was present in person or voted against any resolution so passed.

10.16 Matters Requiring Partner Approval

The following matters require the approval of Partners given by way of Special Resolution (other than item 10.16(2) which require approval by a Ordinary Resolution) passed at a meeting called and held for such purpose:

(1) any change in the basis of calculating any of the fees or other expenses described in the Offering that are charged to the Partnership which could result in an increase in charges to the Partnership;

(2) a decrease in the frequency of calculating the Net Asset Value and the Class Net Asset Value per Unit;

(3) a change of the auditors of the Partnership other than the Nationally Recognized Accounting Firms; and

(4) any change to the Partnership Agreement, except as otherwise provided in this Agreement.

10.17 Conditions to Action by Limited Partners

The right of the Limited Partners to vote to amend this Agreement, to dissolve the Partnership or to remove the General Partner and to admit a replacement therefor or to exercise any of the powers set forth in Section 10.16 or to approve or initiate the taking of, or take, any other action at any meeting of Limited Partners or Class of Limited Partners shall not come into existence or be effective in any manner unless and until, prior to the exercise of any such right or the taking of any such action, the Partnership has received an opinion of counsel advising the Limited Partners or the Limited Partners of a Class, as the case may be, as to the effect that the exercise of such rights or the taking of such actions may have on the limited liability of any Limited Partners other than those Limited Partners who have initiated such action, each of whom expressly acknowledges that the exercise of such right or the taking of such action may subject each of such Limited Partners to liability as a general partner under the Act or applicable similar legislation.

10.18 Minutes

The General Partner will cause minutes to be kept of all proceedings and resolutions at every meeting and will cause all such minutes and all resolutions of the Limited Partners consented to in writing to be made and entered into books to be kept for that purpose. Any minutes of a meeting signed by the chairman of the meeting will be deemed evidence of the matters stated in them and such meeting will be deemed to have been duly convened and held and all resolutions and proceedings shown in them will be deemed to have been duly passed and taken.

10.19 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners or Limited Partners of a Class are not prescribed in this Agreement, the rules and procedures will be determined by the General Partner.

SECTION 11 — NOTICES

11.1 Address

Any notice or other written communication which must be given or sent under this Agreement shall be given by first-Class mail or personal delivery to the address of the General Partner and the Limited Partners as follows: in the case of the General Partner, to 357 Bay Street, Suite 800, Toronto, Ontario M5H 2T7; and in the case of Limited Partners: to the postal address inscribed in the Record or any other new address following a change of address in conformity with Section 11.2.

11.2 Change of Address

A Limited Partner may, at any time, change its address for the purpose of service by written notice to the General Partner. The General Partner may change its address for the purpose of service by written notice to all the Limited Partners.

11.3 Accidental Failure

An accidental omission in the giving of, or failure to give, a notice required by this Agreement will not invalidate or affect in any way the legality of any meeting or other proceeding in respect of which such notice was or was intended to be given.

11.4 Disruption in Mail

In the event of any disruption, strike or interruption in the Canadian postal service after mailing and before receipt or deemed receipt of a document, it will be deemed to have been received on the sixth Business Day following full resumption of the Canadian postal service.

11.5 Receipt of Notice

Subject to Section 11.4, notices given by first-Class mail shall be deemed to have been received on the third Business Day following the deposit of such notice in the mail and notices given by delivery shall be deemed to have been received on the date of their delivery.

11.6 Undelivered Notices

If the General Partner sends a notice or document to a Limited Partner in accordance with Section 11.1 and the notice or document is returned on three consecutive occasions because the Limited Partner cannot be found, the General Partner is not required to send any further notices

or documents to the Limited Partner until the Limited Partner informs the General Partner in writing of the Limited Partner's new address.

SECTION 12 — TERMINATION, DISSOLUTION AND LIQUIDATION

12.1 No Dissolution

The Partnership shall not come to an end by reason of the death, bankruptcy, assignment of property for the benefit of creditors, insolvency, mental incompetency or other disability of any Limited Partner or upon transfer or redemption of any Units.

12.2 Procedure on Dissolution

On the date of the approval of the dissolution of the Partnership by a Special Resolution, the General Partner (or such other Person as may be appointed by Ordinary Resolution of the Limited Partners) shall act as a receiver and liquidator of the assets of the Partnership and shall:

(1) sell or otherwise dispose of such part of the Partnership's assets as the receiver shall consider appropriate;

(2) pay or provide for the payment of the debts and liabilities of the Partnership and liquidation expenses;

(3) if there are any assets of the Partnership remaining, distribute such remaining assets to Partners who hold Units on the date of dissolution, 99.999% of the remaining assets of the Partnership, subject to Section 2.5, proportionate to the number of Units held by them and 0.001% of the remaining assets of the Partnership will be distributed to the General Partner; and

(4) file the notice of dissolution prescribed by the Act and satisfy all applicable formalities in such circumstances as may be prescribed by the laws of other jurisdictions where the Partnership is registered. In addition, the General Partner shall give prior notice of the dissolution of the Partnership by mailing to each Limited Partner and to the Partnership's registrar and transfer agent, if any, such notice at least 60 days prior to the filing of the declaration of dissolution prescribed by the Act.

12.3 Dissolution

The Partnership shall be dissolved upon the completion of all matters set forth in Section 12.2.

SECTION 13 — AMENDMENT

13.1 Amendment Procedures

Except as provided in Section 13.3, all amendments to this Agreement shall be made in accordance with the following requirements. Amendments to this Agreement may be proposed

solely by the General Partner. Each such proposal shall contain the text of the proposed amendment. If an amendment is proposed, the General Partner shall seek the approval of the Limited Partners by a Special Resolution or if the amendment concerns only the Limited Partners of a particular Class, by a Special Resolution of the Limited Partners of that Class.

13.2 Amendment Requirements

Notwithstanding Sections 13.1 and 13.3, no amendment to this Agreement may: (i) enlarge the obligations of the General Partner without its consent; (ii) restrict in any way any action by or rights of the General Partner as set forth in this Agreement without its consent; (iii) modify the amounts distributable, reimbursable or otherwise payable by the Partnership to the General Partner or any of its Affiliates without its consent; (iv) give any Person the right to dissolve the Partnership, other than the General Partner's right to dissolve the Partnership with the approval of the Limited Partners by a Special Resolution; (v) modify the amendment provisions in this Section 13.

13.3 Amendment by General Partner

Each Limited Partner agrees that the General Partner (pursuant to its powers of attorney from the Limited Partners or as expressly provided herein), without the approval of and without notice to any Limited Partner may amend any provision of this Agreement, and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(1) a change in the name of the Partnership or the location of the principal place of business of the Partnership or the registered office of the Partnership;

(2) the admission, substitution, withdrawal or removal of Limited Partners in accordance with this Agreement;

(3) a change that, in the sole discretion of the General Partner, is reasonable and necessary or appropriate to qualify or continue the qualification of the Partnership as a partnership in which the Limited Partners have limited liability under applicable laws;

(4) a change that, in the sole discretion of the General Partner, is reasonable, necessary or appropriate to enable the Partnership to take advantage of, or not be detrimentally affected by, changes in the *Tax Act* or other taxation laws;

(5) a change to remove any conflicts or other inconsistencies which may exist between any terms of the Partnership Agreement and any provisions of any law or regulation applicable to or affecting the Partnership;

(6) any change or correction in the Partnership Agreement which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;

(7) a change to bring the Partnership Agreement into conformity with applicable laws, rules and policies of Canadian securities regulators or with current practice within the securities industry, provided that any such amendment does not adversely affect the pecuniary value of the interest of any Partner;

(8) a change to provide added protection to Partners; and

(9) a change that, in the sole discretion of the General Partner, does not materially adversely affect the Limited Partners.

13.4 No Amendment

No amendment can be made to this Agreement which would have the effect of reducing the interest in the Partnership of the Limited Partners, changing the liability of any Limited Partner or Class of Limited Partners, allowing any Limited Partner to participate in the control of the business of the Partnership, changing the right of Limited Partners or Class of Limited Partners to vote at any meeting or changing the Partnership from a limited partnership to a general partnership.

No amendment which would remove the General Partner or adversely affect the interests of the General Partner may be made without the General Partner's consent.

13.5 Notice of Amendments

Except for changes to the Partnership Agreement which require the approval of Partners or changes described above which do not require approval or prior notice to Partners, the Partnership Agreement may be amended from time to time by the General Partner upon not less than 30 days prior written notice to Partners.

SECTION 14 — MISCELLANEOUS

14.1 Binding Agreement

Subject to the restrictions on assignment and transfer herein contained, this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

14.2 Time

Time shall be of the essence hereof.

14.3 Counterparts

This Agreement, or any amendment to it, may be executed in multiple counterparts, each of which will be deemed an original agreement. This Agreement may also be executed and adopted in any Subscription Form or similar instrument signed by a Limited Partner with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All

counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement.

14.4 Governing Law

This Agreement and the Schedules hereto shall be governed and construed exclusively according to the laws of the Province of Ontario and the laws of Canada applicable thereto and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

14.5 Severability

If any part of this Agreement is declared invalid or unenforceable, then such part shall be deemed to be severable from this Agreement and will not affect the remainder of this Agreement.

14.6 Further Acts

The parties will perform and cause to be performed such further and other acts and things and execute and deliver or cause to be executed and delivered such further and other documents as counsel to the Partnership considers necessary or desirable to carry out the terms and intent of this Agreement.

14.7 Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

14.8 Limited Partner Not a General Partner

If any provision of this Agreement has the effect of imposing upon any Limited Partner (other than the General Partner) any of the liabilities or obligations of a general partner under the Act, such provision shall be of no force and effect.

The parties have executed this Agreement.

DATED AS OF JUNE 9, 2006

BELMONT DYNAMIC GP INC., as general partner

By:_____
Name:
Title:

BELMONT DYNAMIC GP INC., by power of attorney for BELMONT DYNAMIC GROWTH FUND

By:_____
Name:
Title:

DATED: _____

BELMONT DYNAMIC GP INC., by power of attorney for _____

_____

By:_____
Name:
Title:

Schedule 3.5(2) – Net Asset Value

The net asset value of the Partnership at the close of business on a Calculation Date is the amount by which according to generally accepted accounting principles in Canada:

(a) the value of the assets held in the Partnership at the close of business on the Calculation Date,

exceeds the aggregate of

(b) the liabilities of the Partnership at the close of business on the Calculation Date (including provisions in respect of the expenses of the Partnership, including any accrued Redemption Fees and expenses), and

(c) the amount of any Administration Fee in respect of the Partnership that has accrued to the Calculation Date but has not been paid.

For this purpose, the assets of the Partnership will be valued as follows:

(a) the value of cash, promissory notes, receivables, prepaid expenses, dividends and interest declared or accrued but not yet received, will be deemed to be the face value thereof unless the General Partner considers otherwise;

(b) the value of treasury bills and other money market instruments will be the bid price for such instruments at the New York closing time on the Calculation Date;

(c) the value of any other securities for which there is a published market will be the closing market price for such securities (or if there is no closing price the average of the closing bid and ask prices) on the Calculation Date; provided that if in the opinion of the General Partner, such price does not properly reflect the price which would be received by the Partnership upon disposal of the securities, the General Partner may place such value upon such securities as appears to the General Partner to most closely reflect the fair value of such securities;

(d) the value of the Forward shall be the mark-to-market value provided by the Counterparty on the valuation date for the Forward immediately prior to the Calculation Date;

(e) the value of the FX Hedge shall be the mark-to-market value provided by the counterparty or counterparties on the valuation date for the FX Hedge immediately prior to the Calculation Date;

(d) the value of any other property for which a current third party valuation is available will be the value as determined by the third party valuator;

(e) the value of all other property of the Partnership will be the value that the General Partner determines in its reasonable discretion most accurately reflects its fair value; and

(f) the value of any asset of the Partnership measured in a foreign currency will be calculated by converting the value in the foreign currency using the rate of exchange current on the Calculation Date as determined by the General Partner.

Units are outstanding as of the day on which a completed subscription form and full payment of the subscription price have been received by the General Partner and, in the case of redemption, 4:00 p.m. on the day that net asset value is determined.

Appendix E

Execution Copy

CONFIRMATION OF SHARE BASKET FORWARD TRANSACTION

Date:	August 25, 2006		
To:	Belmont Dynamic Growth Fund c/o Belmont Dynamic GP Inc.	From:	National Bank of Canada (Global) Limited
Attention:	Dan Nead	Contact:	Vice President, Administration
Facsimile No:	(416) 867-1020	Facsimile No:	(246) 426-0544
Telephone No:	(416) 869-0202	Telephone No:	(246) 426-0512

We are pleased to confirm the details of the following Share Basket Forward Transaction (the "**Transaction**").

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2000 ISDA Definitions as supplemented by the Annex to the 2000 ISDA Definitions (June 2000 Version) (the "**Swap Definitions**") and in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and together with the Swap Definitions, the "**Definitions**"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either of the Swap Definitions or the Equity Definitions and this Confirmation, this Confirmation will govern. For purposes of the Equity Definitions, this Transaction shall be deemed to be a Share Basket Forward Transaction.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of August 24, 2006, as amended and supplemented from time to time (the "**Agreement**"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

1. General Terms

Party A:	National Bank of Canada (Global) Limited ("**NBC**").
Party B:	Belmont Dynamic Growth Fund (the "**Fund**").
Trade Date:	August 25 , 2006.
Effective Date:	August 25, 2006**.**

Termination Date:	The Forward Date.
Basket:	As specified in Annex 1. Annex 1 will be amended from time to time by Party A to reflect Pre-Settlements (defined in Section 3 hereof) and Upward Adjustments (defined in Section 8 hereof). Any amended Annex 1 delivered by Party A shall supersede and replace the preceding Annex 1.
Shares:	As specified in Annex 1.
Number of Shares:	For the Shares of each Issuer comprising the Basket, the number of those Shares specified in Annex 1.
Forward Price:	The greater of (a) zero; and (b) a CAD amount equal to the sum of: (i) (a) in respect of the Scheduled Forward Date, the Maturity CAD Amount, or (b) in respect of any Pre-Settlement Date, the PV of Maturity CAD Amount; and (ii) the product of the Net USD Amount and the Conversion Rate set out in part (b) of the definition of Conversion Rate; and reduced by the aggregate amount of any outstanding Forward Fees (defined in Section 6 hereof) that have not been paid as of the Forward Date. For greater certainty, if the Net USD Amount is negative, the product calculated in (ii) above shall be a negative number and shall be subtracted from the amount calculated in (i) above.
Net USD Amount:	The product of (i) NAV_{BDG} and (ii) the Number of BDG Shares, less (a) in respect of the Scheduled Forward Date, the Maturity USD Amount, or (b) in respect of any Pre-Settlement Date, the PV of Maturity USD Amount
NAV_{BDG}:	On the Trade Date, the net asset value per non-voting participating redeemable share ("**BDG Share**") of the Belmont Dynamic Growth Segregated Portfolio of Belmont SPC, a multi sub-fund investment company incorporated in the Cayman Islands as a segregated portfolio company ("**BDG**" or the "**Fund**") that would be payable by an investor in BDG Shares that has given timely notice of subscription for BDG Shares on such date, and on any other day including the Forward Date, any Pre-Settlement Date (defined in Section 3 hereof) and any Upsize Trade Date (defined in Section 8 hereof) the net asset value per BDG Share as determined in USD by Alternative Investments Management Limited, the investment manager of BDG (or any successor acceptable to Party A), and reported to

Party A on that day or, if that day is not the last Business Day in a calendar month (each, a "**BDG Valuation Date**"), on the most recent BDG Valuation Date preceding that day, less any performance fees or redemption fees that would be payable by a holder of BDG Shares if such BDG Shares were acquired on the Trade Date and redeemed on such BDG Valuation Date (or, in respect of BDG Shares that have been added to the Number of BDG Shares pursuant to one or more Upward Adjustments, on the applicable Upsize Trade Date(s)), provided however that if a holder of BDG Shares has given timely notice of redemption of BDG Shares on or prior to that day, NAV_{BDG} shall be the amount equal to the actual redemption proceeds per BDG Share to be received by such holder of BDG Shares in respect of such redemption.

Number of BDG Shares: A notional number of BDG Shares, as specified in Annex 1, which number shall be: (i) on the Trade Date, a number equal to the aggregate acquisition cost to Party B of all of the Shares in the Basket multiplied by the Conversion Rate set out in part (a) of the definition of Conversion Rate, and then divided by NAV_{BDG} as of the Trade Date (the "**Initial Number of BDG Shares**"); and (ii) thereafter, on any day, the Initial Number of BDG Shares (a) reduced by the aggregate number of BDG Shares determined accordingly to paragraph (ii) of "Amendments to Annex 1 to reflect Pre-Settlement" to Section 3 hereof, (b) increased by the aggregate number of BDG Shares specified in Confirmations of Upward Adjustment (defined in Section 8 hereof) delivered by Party A to Party B from time to time and (c) otherwise adjusted pursuant to Sections 9, 10 or 11 hereof.

Forward Date: (i) August 1, 2016 or such other date as may be agreed upon in writing by Party A and Party B (the "**Scheduled Forward Date**"), and (ii) in respect of a Pre-Settlement, the applicable Pre-Settlement Date.

Exchanges: In respect of each Share, as specified in Annex 1.

Related Exchanges: Any other exchange on which futures or options in respect of the relevant Shares in the Basket are ordinarily traded.

Conversion Rate: A currency exchange rate for the conversion of (a) a Canadian Dollar ("**CAD**") amount to a U.S. dollar ("**USD**") or (b) a USD amount to a CAD amount (as applicable) as determined by the Calculation Agent.

Maturity CAD Amount: Initially, a CAD amount equal to $● as of the FX Reset Date and thereafter as set forth on Annex 1 as the same may be amended

	from time to time.
PV of Maturity CAD Amount:	The present value of the Maturity CAD Amount as determined by the Calculation Agent.
Maturity USD Amount:	Initially, a USD amount equal to $● as of the FX Reset Date and thereafter as set forth on Annex 1 as the same may be amended from time to time.
PV of Maturity USD Amount:	The present value of the Maturity USD Amount as determined by the Calculation Agent.
FX Reset Date:	Initially, September 22, 2007 and thereafter as set forth on Annex 1 as the same may be amended from time to time.
Threshold Unit Price:	A price equal to 75% of NAV_{BDG} on the Trade Date.
Threshold AUM Change:	20%
Threshold Exposure Trigger:	0.60
Exposure Target:	0.50
Business Days:	Toronto and Montreal.
Business Day Convention:	Modified Following.
Calculation Agent:	Party A.
2. Settlement	Physical Settlement, provided that Party B may elect Cash Settlement by providing written notice to Party A to such effect at least seven Business Days prior to the Scheduled Forward Date.
Physical Settlement:	Subject to the provisions of Section 3 relating to Physical Pre-Settlement, on the Physical Settlement Date, Party A will pay to Party B the Forward Price for all of the Shares in the Basket and Party B will deliver to Party A all of such Shares; provided, however, that if there are outstanding amounts to be paid by BDG in respect of distributions on BDG Shares declared by BDG on or prior to the Scheduled Forward Date or in respect of BDG Shares tendered for redemption on or prior to the Scheduled Forward Date (collectively, "**Outstanding Amounts**"), then (i) Party A will pay to Party B that portion of the Forward Price not represented by such Outstanding Amounts in exchange for the delivery of a corresponding proportion (as determined by the Calculation Agent) of all of the Shares then in the Basket, and (ii) the payment of the remainder of the Forward Price by Party A to Party B and the delivery of the remainder of the Shares in the Basket by Party B to Party A shall be deferred

to the extent determined by the Calculation Agent until the date on which such Outstanding Amounts are paid by BDG and any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Forward Price payable by Party A. In the event that any such deferral continues for a period of 14 days (the "**Deferral Period**") then payments of amounts by Party A and the delivery of Shares by Party B on settlement shall occur on the next following Business Day and (i) notwithstanding Section 6(e) of the Agreement, the remainder of the Forward Price, any outstanding partial Pre-Settlement Payment Amounts (defined in Section 3 hereof) and any other payments owing by Party A to Party B will be deemed to be $1.00 for purposes of such settlement, (ii) Party B will deliver to Party A all of the Shares in the Basket that have not yet been delivered to Party A, and (iii) Party A will thereafter pay to Party B, on further account of the Forward Price, any additional amount(s) equal to any Outstanding Amount(s) subsequently paid by BDG at such times as such Outstanding Amount(s) are received by shareholders of BDG in full satisfaction of its obligations hereunder in respect of that proportion of the Forward Price represented by such Outstanding Amounts; provided, however, that Party A shall be released from any further obligations under this Section 2 on the date that the Calculation Agent determines (in consultation with Party B) that there is no reasonable likelihood that such Outstanding Amounts will be paid by BDG.

Party B shall transfer good title to the Shares free and clear of any liens, charges, claims and encumbrances. Delivery shall be effected by book-entry transfer of the Shares through the relevant clearing system.

For the avoidance of doubt, if Physical Settlement applies, Party A shall only be required to make payment for any Shares contemporaneously with the completion of the delivery of such Shares.

Physical Settlement Date: The first day on which settlement of a sale of the Shares in the Basket in respect of which the Transaction is being terminated customarily would take place unless a Settlement Disruption Event prevents delivery of such Shares on that day, in which case the provisions set out in Section 9.4 of the Equity Definitions shall apply.

Cash Settlement: If Cash Settlement is elected as provided for above, then:

(i) Subject to the provisions of "Cash Settlement Payment Date" below, Party B will pay to Party A an amount equal to the Cash Settlement Amount on the Cash

Settlement Payment Date, if such Cash Settlement Amount is a positive number, and

(ii) Subject to the provisions of "Cash Settlement Payment Date" below, Party A will pay to Party B an amount equal to the absolute value of the Cash Settlement Amount on the Cash Settlement Payment Date, if such Cash Settlement Amount is a negative number.

Valuation Time: In relation to each Share, the close of trading on the relevant Exchange.

Valuation Date: The Scheduled Forward Date.

Cash Settlement Payment Date: Three (3) Business Days following the Valuation Date provided however that if there are Outstanding Amounts as of the Cash Settlement Payment Date, then Party A will pay to Party B that proportion of the Forward Price not represented by such Outstanding Amounts and Party B will pay to Party A an amount equal to the Aggregate Equity Amount and payment of all other amounts on account of the Cash Settlement Amount shall be deferred for the Deferral Period pending payment of such Outstanding Amounts by BDG (for greater certainty, any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Forward Price payable by Party A), after which period (i) the remainder of the Forward Price, any outstanding partial Pre-Settlement Payment Amounts and any other payments owing by Party A to Party B shall be deemed to be $1.00 for purposes of such settlement, and (ii) Party A shall thereafter pay to Party B, on further account of the Forward Price, additional amount(s) equal to the Outstanding Amount(s), if any, subsequently paid by BDG and at such times as such Outstanding Amount(s) are received by shareholders of BDG, in full satisfaction of its obligations hereunder in respect of that proportion of the Forward Price represented by such Outstanding Amount(s); provided, however, that Party A shall be released from any further obligations under this Section 2 on the date that the Calculation Agent, acting in good faith, determines (in consultation with Party B) that there is no reasonable likelihood that such Outstanding Amounts will be paid by BDG.

Cash Settlement Amount: An amount determined by the Calculation Agent in its sole and absolute discretion equal to the Aggregate Equity Amount minus the Forward Price, where:

"**Equity Amount**", for each Issuer comprising the Basket, means an amount equal to the product of (i) the Number of Shares of

such Issuer, and (ii) the Final Price; and

"**Aggregate Equity Amount**" means the sum of all the Equity Amounts for each Issuer comprising the Basket.

Final Price: In respect of each Share in the Basket, the average price per Share at which Party A (or an affiliate of Party A) acquires Shares (if any) in order to execute the unwind of Party A's hedge (if any) in respect of the Shares (including, for greater certainty, a hedge position taken by an affiliate of Party A in respect of the Shares) on the Forward Date or such other days preceding or following the Forward Date (which days shall not be prior to the fifth Exchange Business Day immediately preceding, or after the fifth Exchange Business Day immediately following, the Forward Date) identified by Party A, such acquisitions to be completed at prices determined or negotiated by Party A (or an affiliate of Party A) in good faith and in a commercially reasonable manner in light of the prevailing market prices at the times of such acquisitions or, if none of Party A or any of its affiliates have a hedge in respect of the Shares which is being unwound, the closing market price per Share on the relevant Exchange of the Shares on the Valuation Date, provided that if there is a Market Disruption Event in respect of any relevant Share on that day, then Section 6.6(c) of the Equity Definitions shall apply except that the words "and commercially reasonable" shall be added before the word "estimate" in clause (ii) thereof.

Share Adjustments and Extraordinary Events: Articles 11 and 12 of the Equity Definitions (other than defined terms used therein) shall not apply to this Transaction and the consequences in respect of this Transaction following the occurrence of an Extraordinary Event or a Potential Adjustment Event shall be as provided for in Section 7 set out below.

3. Pre-Settlement for Redemptions, etc. Provided that no Event of Default, Potential Event of Default, Termination Event or Trigger Event has occurred and is continuing with respect to Party B and that no Early Termination Date has occurred or been designated in respect of this Transaction or any part thereof, Party B may, at any time and from time to time, elect to pre-settle the Transaction (A) in part, for the purposes of funding (i) liabilities and expenses of Party B, or (ii) redemptions of Units by unitholders of Party B, or (B) in whole, in response to the adoption of, change in or change in the application of or any administrative position in respect thereof, any securities or tax law (by a court, securities regulator or any relevant governmental revenue authority) applicable to Party B or its unitholders which results or is reasonably expected to result in the Transaction being materially disadvantageous or no longer advantageous to unitholders of Party B.

Pre-Settlement Notice: To effect a Pre-Settlement, Party B shall, at least 60 days prior to the last Business Day of any calendar quarter, provide Party A with written notice in the form attached hereto as Annex 2, by facsimile or as otherwise agreed upon by the parties (the "**Pre-Settlement Notice**") specifying:

(i) the percentage (between 0-100%) of notional BDG Shares in respect of which Pre-Settlement is to occur (the "**Pre-Settlement Percentage**"), and the CAD amount that Party A will pay to Party B in respect of such Pre-Settlement (the "**Pre-Settlement Payment Amount**") will be equal to the product of (a) the Pre-Settlement Percentage, and (b) the Forward Price as determined on the last business day of the calendar quarter preceding the Pre-Settlement Date;

(ii) the date on which the Transaction shall be pre-settled, which must be at least 90 days after the Pre-Settlement Notice is received by Party A (the "**Pre-Settlement Date**");

(iii) the Shares of any Issuer or Issuers comprising the Basket in respect of which the Transaction is being pre-settled selected by Party B in consultation with Party A (the "**Pre-Settlement Shares**"); and

(iv) whether Party B elects Cash Settlement in respect of such Pre-Settlement.

Physical Pre-Settlement: If Party B has not elected Cash Settlement in respect of such Pre-Settlement, on the Pre-Settlement Date:

(i) Party A will pay to Party B the Pre-Settlement Payment Amount less the aggregate amount of any outstanding Forward Fees that were due on or prior to the Pre-Settlement Date and less the Pre-Settlement Forward Fee provided however that if there are Outstanding Amounts, then payment of the Pre-Settlement Payment Amount corresponding to such Outstanding Amount(s) shall be postponed until the date on which such Outstanding Amount(s) are paid by BDG and any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Pre-Settlement Payment Amount payable by Party A. The "**Pre-Settlement Forward Fee**" is an amount equal to the Forward Fee that would, if the Transaction had not been Pre-Settled, be payable on the first Forward Fee Payment Date (defined in Section 6 hereof) following the Pre-Settlement Date multiplied by the Pre-Settlement

Percentage:

(ii) Party B will deliver to Party A that number of Pre-Settlement Shares having an aggregate purchase price to Party B equal to the product of:

(A) the aggregate purchase price per Share (as set out in Annex 1) to Party B of all Shares comprising the Basket; and

(B) the Pre-Settlement Percentage, and;

provided that the number of Pre-Settlement Shares to be delivered by Party B shall be rounded to the nearest whole number, provided that Party B cannot deliver more shares of an Issuer than the Number of Shares of that Issuer specified in Annex 1 immediately prior to the Pre-Settlement Date.

Cash Pre-Settlement: If Party B has elected Cash Settlement in respect of such Pre-Settlement, an amount (the **"Cash Pre-Settlement Amount"**) equal to:

(i) the Pre-Settlement Payment Amount, less

(ii) an amount equal to the sum of the Final Price for every Pre-Settlement Share, less

(iii) the aggregate amount of any outstanding Forward Fees that were due on or prior to the Pre-Settlement Date and the Pre-Settlement Forward Fee,

shall be determined and:

(A) if the Cash Pre-Settlement Amount is a positive number, Party A shall pay the Cash Pre-Settlement Amount to Party B, and

(B) if the Cash Pre-Settlement Amount is a negative number, Party B shall pay the absolute value of the Cash Pre-Settlement Amount to Party A;

provided however that if there are Outstanding Amounts, then payment of the Pre-Settlement Payment Amount corresponding to such Outstanding Amounts shall be postponed until the date on which such Outstanding Amounts are paid by BDG and any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Pre-Settlement Payment Amount payable by Party A.

Amendments to Annex 1 to reflect Pre-Settlement:

Promptly following any Pre-Settlement, Party A shall deliver an amended Annex 1 to Party B reflecting the following:

(i) a reduction in the Number of Shares by the corresponding number of Pre-Settlement Shares delivered pursuant to the Pre-Settlement or in respect of which a Cash Pre-Settlement Amount has been paid;

(ii) a reduction in the Number of BDG Shares by a number of BDG Shares equal to the product of the Pre-Settlement Percentage specified in the Pre-Settlement Notice and the Number of BDG Shares immediately prior to the Pre-Settlement Date;

(iii) a reduction in the Maturity CAD Amount equal to the product of the Pre-Settlement Percentage specified in the Pre-Settlement Notice and the Maturity CAD Amount immediately prior to the Pre-Settlement Date, and;

(iv) a reduction in the Maturity USD Amount equal to the product of the Pre-Settlement Percentage specified in the Pre-Settlement Notice and the Maturity USD Amount immediately prior to the Pre-Settlement Date.

Party B shall transfer good title to any Shares delivered pursuant to a Pre-Settlement free and clear of any liens, charges, claims and encumbrances. Delivery shall be effected by book-entry transfer of the Shares through the relevant clearing system.

4. Optional Pre-Settlement by Party B:

If at any time: (a) the long-term unsecured debt rating of Party A's Credit Support Provider falls below BBB- as rated by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. or the equivalent rating provided by another "approved credit rating organization" as defined in National Instrument 81-102 (an "**Approved Credit Rating**") and (b) within 30 days thereafter (the "**Optional Pre-Settlement Date**"), Party A fails to (1) transfer at its own expense all of its rights and obligations under this Transaction to a transferee acceptable to Party B acting reasonably that has an Approved Credit Rating on its long-term unsecured debt, or (2) have a Credit Support Provider acceptable to Party B acting reasonably with an Approved Credit Rating guarantee its obligations hereunder to the extent and in a manner satisfactory to Party B, Party B may elect to pre-settle the Transaction in whole in accordance with the pre-settlement mechanics set forth in Section 3 hereof.

5. Optional Pre-Settlement for

If (1) due to the adoption of or change in, or the proposed adoption of or change in, any applicable law (including, without limitation, any tax law other than laws relating to taxes on net

Increased Costs: income or capital) after the Trade Date, (2) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law (including, without limitation, any action taken by a taxing authority) after such date, or (3) due to an obligatory request made by, or an announcement or notification issued by, or a requirement imposed by, or any agreement reached with, any central bank or other fiscal, monetary or other authority, a party (for the purposes of this Section 5 only, the "**Affected Party**") incurs increased costs in performing its obligations under this Transaction, or in respect of any hedge that might be maintained in connection with this Transaction (whether by such party or an affiliate of such party), including, without limitation, due to any increase in tax liability, decrease in any tax benefit or adverse effect in its tax position, in each case, except as it relates to taxes on net income or capital (collectively, "**Increased Costs**") by:

(i) subjecting it to any loss due to the characterization of any payments or deliveries made under this Transaction,

(ii) imposing or adversely modifying any reserve, special deposit, or similar requirement against assets or hedges incidental to this Transaction, or

(iii) adversely affecting the amount of capital to be maintained by the Affected Party or increasing such party's amount of regulatory capital,

and the other party (the "**Unaffected Party**") is unable or unwilling to compensate the Affected Party for such Increased Costs (by reducing the amounts owing by the Affected Party under this Transaction by the amount of such Increased Costs or on another basis acceptable to the Affected Party, acting reasonably), then the Affected Party may provide ten (10) Business Days notice to the Unaffected Party of its intention to pre-settle this Transaction in whole in accordance with the terms of Section 2 hereof.

6. Other Provisions

Additional Payments by Party B: During the term of this Transaction, Party B agrees to pay Party A, within five days after the last Business Day of each calendar month (the "**Forward Fee Payment Date**"), a CAD amount, in arrears (the "**Forward Fee**") equal to:

$$\frac{\text{(x * Class Net Asset Value * Number of Days*Conversion Rate)}}{365}$$

For the purposes of calculating the Forward Fee:

(i) x equals (A) at any time that both the Maturity CAD Amount and the Maturity USD Amount are greater than zero, 1.00% in respect of the first CAD112 million of Net Asset Value of the Fund and 0.90% in respect of the Net Asset Value of the Fund in excess of CAD112 million, or (B) at any time that both the Maturity CAD Amount and the Maturity USD Amount are zero, 0.50% in respect of the first CAD112 million of Net Asset Value of the Fund and 0.40% in respect of Net Asset Value of the Fund in excess of CAD112 million;

(ii) "**Class Net Asset Value**" is an amount equal to the aggregate of the net asset value of the Fund attributable to (a) the Class AC limited partnership units of the Fund and (b) the Class FC limited partnership units of the Fund, in each case as of the last Business Day of the month immediately preceding the Forward Fee Payment Date; and

(iii) "**Number of Days**" means the number of days that have elapsed since the last Forward Fee Payment Date or, in the case of the first Forward Fee Payment Date, since the Trade Date.

7. Adjustments and Extraordinary Events

(a) If, during the term of the Transaction, (i) any Shares in the Basket cease to be "Canadian securities" for the purposes of subsection 39(6) of the *Income Tax Act* (Canada), or (ii) either party reasonably requests that any Shares in the Basket be replaced, the parties will replace such Shares to the extent that alternate shares selected by the Calculation Agent after consultation with Party B and acceptable to party A, in its sole discretion, are obtained in sufficient quantity (the "**Substituted Shares**"), as determined by the Calculation Agent to preserve the value of the Transaction immediately prior to the occurrence or potential occurrence of such event. The Substituted Shares and their issuer will be deemed "Shares" and an "Issuer", respectively, and if necessary the Calculation Agent will adjust any relevant terms hereunder. The Substituted Shares must be "Canadian securities" for purposes of subsection 39(6) the *Income Tax Act* (Canada).

(b) Upon the occurrence of a Merger Event in respect of any Shares in the Basket whereby the Shares are exchanged for new shares ("**New Shares**"), the number of New Shares to which a holder of the Number of Shares would be entitled upon consummation of the Merger Event will be deemed the "Number of Shares" and the New Shares and their issuer will be deemed to be included in the Basket as "Shares" and an "Issuer", respectively, and if necessary the Calculation Agent will adjust any relevant terms hereunder so as to preserve the value of the Transaction immediately prior to the occurrence of such Merger Event.

(c) Upon the Announcement Date of (i) a Merger Event in respect of any Shares in the Basket (the "**Merged Shares**") with consequences other than those described in clause (b) above, or (ii) a Delisting in respect of any Shares in the Basket (the "**Delisted Shares**"), (the Merged Shares and the Delisted Shares being, collectively, the "**Event Shares**"), the parties will replace such Event Shares to the extent that alternate shares selected by the Calculation Agent after consultation with Party B and acceptable to Party A, in its sole discretion, are obtained in sufficient quantity (the "**Replacement Shares**"), as determined by the Calculation Agent to preserve the value of the Transaction immediately prior to the occurrence of such Announcement Date. The Replacement Shares and their issuer will be deemed to be included in the Basket as "Shares" and an "Issuer", respectively, and if necessary the Calculation Agent will adjust any relevant terms hereunder. In the event the Merger Event or Delisting occurs prior to the parties being able to replace the relevant Event Shares, then Party B will, upon the demand of Party A, sell the Event Shares (as applicable) to Party A at a price reasonably determined by the Calculation Agent on any date as may be specified by the Calculation Agent. The price at which the Event Shares are sold to Party A will be used to adjust the Transaction. The Replacement Shares must be "Canadian securities" for purposes of subsection 39(6) the *Income Tax Act* (Canada).

(d) Upon or following the occurrence of (i) a Potential Adjustment Event, (ii) a payment of a dividend or distribution in respect of any Shares in the Basket, (iii) an Announcement Date in respect of a Tender Offer, Nationalization or Insolvency in respect of any Shares in the Basket, or (iv) any Insolvency Filing in respect of any

Issuer of any Share comprised in the Basket, the Calculation Agent will adjust any relevant terms hereunder so as to preserve the value of the Transaction immediately prior to the occurrence of such event, including, without limitation, a reduction in the Number of BDG Shares equal to the quotient of the amount or value in respect of the Potential Adjustment Event divided by NAV_{BDG} as of the last Business Day of a calendar quarter occurring not less than 60 days following the occurrence of the Potential Adjustment Event. The value of any non-cash dividend or distribution will be based on its price at the close of trading on the relevant Exchange on the first trading day of such non-cash dividend or distribution, unless Party B elects, and Party A consents to such election, to sell such non-cash dividend or distribution to Party A (on the date such dividend or distribution is made) in which case the price at which the non-cash dividend or distribution is sold to Party A shall be the value.

8. Upward Adjustments: Provided that no Event of Default, Potential Event of Default, Termination Event or Trigger Event has occurred and is continuing with respect to Party B and that no Pre-Settlement has occurred or has been initiated under Section 4 or Section 5 hereof, Party B may request to increase the size of the Transaction (an "**Upward Adjustment**") by a CAD amount of not less than CAD250,000 and in integral multiples of CAD50,000 (an "**Upsize Amount**") by delivering to Party A, at least 20 Business Days prior to the last Business Day of any month during the term of the Transaction, a request substantially in the form of Annex 3 (an "**Upsize Request**") specifying the Upsize Amount, the proposed trade date (the "**Upsize Trade Date**") for the Upward Adjustment and, if applicable, a proposed amended Scheduled Forward Date that is ten years from the Upsize Trade Date. The Upsize Trade Date shall be the eighth Business Day before the last Business Day of the month in which the Upsize Notice is delivered or, if the Upsize Notice is delivered less than 20 Business Days prior to the last Business Day of a month, the eighth Business Day before the last Business Day of the following month.

To effect an Upward Adjustment, Party B shall purchase on one or more Exchanges a number of Shares selected by Party A and agreed to by Party B (the "**Upsize Shares**") that have an aggregate purchase price which is approximately equal to but not greater than the Upsize Amount. The "**Purchase Price per Share**" applicable in respect of the Upsize Shares shall be equal to the weighted average of the respective purchase prices per

Share of all Upsize Share purchase transactions effected by Party B on the Exchange in connection with the Upward Adjustment, which weighted average shall be determined by multiplying each purchase price by the number of Upsize Shares to which such purchase price is applicable, aggregating the products thereof and dividing such sum by the aggregate number of Upsize Shares acquired by Party B.

Acceptance of Upsize Request:

Within two Business Days of receipt of an Upsize Request, Party A may, but is not required to, accept such Upsize Request (which acceptance may or may not include an agreement to amend the Scheduled Forward Date and, in the case of such an agreement, the necessary adjustments to the Maturity CAD Amount and the Maturity USD Amount) by signing same and returning it to Party B, including recommended Upsize Shares to be added to the Basket. Party B shall advise Party A by no later than 10:00 a.m. (Toronto time) on the Upsize Trade Date, by signing a Response to Upsize Request in the form of Annex 4 and returning it to Party A, that Party B has accepted and is in agreement with the Upsize Shares recommended by Party A to be added to the Basket, subject to adjustment to the Numbers of Shares and the Purchase Price per Share to reflect changes in the market prices of such Shares, if any, that may occur between the time when Party A recommends the Upsize Shares to Party B and the Upsize Settlement Date (defined below).

Upsize Settlement:

The purchase by Party B of Upsize Shares for the Basket shall settle on the third Business Day after the Upsize Trade Date (the "**Upsize Settlement Date**"). An affiliate of Party A shall act as Party B's agent in connection with such purchase of Upsize Shares and Party A and Party B agree that such Upsize Shares shall be delivered to and held by Party A as provided for in the securities pledge agreement executed and delivered by Party B in connection with this Transaction.

Confirmation of Upward Adjustment:

On the Upsize Settlement Date, Party A shall deliver to Party B (by 11:00 a.m. (Toronto time), using reasonable efforts) a Confirmation of Upward Adjustment in the form of Annex 5, with amended Annex 1 attached, reflecting the following:

(i) an increase in the Number of BDG Shares by a notional number of BDG Shares having an aggregate value equal to the product of the Upsize Amount and the Conversion Rate, and then divided by NAV_{BDG} as of the Upsize Trade Date; and

(ii) adjustments to the Number of Shares, the Purchase Price per Share, Maturity CAD Amount and Maturity USD Amount as determined by the Calculation Agent to

reflect the Upward Adjustment.

9.	Termination of FX Forward	Upon the occurrence of an Asset Trigger Event, NAV Trigger Event or an Outstanding Amount Trigger Event, Party A may, after providing written notice to Party B of its intention to do so, reduce the Maturity CAD Amount and Maturity USD Amount to zero and adjust the Number of BDG Shares such that the Forward Price on any Forward Date is equal to the Forward Price immediately prior to the exercise by Party A of its rights under this paragraph.
10.	Right to Re-Hedge FX Forward	Upon the occurrence of an Exposure Trigger Event, Party A may modify the Maturity CAD Amount, the Maturity USD Amount or the Number of BDG Shares such that (i) the Forward Price on any Forward Date is equal to the Forward Price immediately prior to the exercise by Party A of its rights under this paragraph; and (ii) (PV of Maturity USD Amount * the Conversion Rate set out in part (b) of the definition thereof) / (PV of Maturity CAD Amount + (NAV_{BDG} * the Number of BDG Shares * the Conversion Rate set out in part (b) of the definition thereof)) is approximately equal to the Exposure Target.
11.	Annual Re-Hedge of FX Forward	90 days prior to each FX Reset Date, Party A shall send to Party B an FX Reset Notice substantially in the form of Annex 6 specifying the indicative adjusted Maturity CAD Amount and adjusted Maturity USD Amount, the related BDG Share Adjustment Date and the next FX Reset Date. Within two Business Days of its receipt thereof, Party B shall accept the terms set forth in the FX Reset Notice by signing the same and returning it to Party A.
Termination of FX Forward:		If Party B does not accept the terms set forth in the FX Reset Notice, then Party A may, after providing written notice to Party B of its intention to do so, reduce the Maturity CAD Amount and Maturity USD Amount to zero and adjust the Number of BDG Shares such that the Forward Price on any Forward Date is equal to the Forward Price immediately prior to the exercise by Party A of its rights under this paragraph.
BDG Share Adjustment Date:		As specified in the related FX Reset Notice. On each BDG Share Adjustment Date, Party A shall send a confirmation of the final adjustment of the Maturity CAD Amount, Maturity USD Amount and Number of BDG Shares substantially in the form attached hereto as Annex 7. Party B shall accept such final adjustments by signing the same and returning it to Party A

within two Business Days of its receipt thereof.

12. Trigger Events — Each of the following events shall constitute a Trigger Event:

Asset Trigger Event: An Asset Trigger Event will occur on any Business Day where the absolute value of the percentage negative change in the assets under management of BDG measured from the Trade Date is greater than or equal to the Threshold AUM Change.

NAV Trigger Event: A NAV Trigger Event will occur on any Business Day if the NAV_{BDG} is less than or equal to the Threshold Unit Price.

Exposure Trigger Event: An Exposure Trigger Event will occur on any Business Day if (i) the product of (a) PV of the Maturity USD Amount and (b) the Conversion Rate set out in part (b) of the definition of Conversion Rate, divided by (ii) the sum of (A) the PV of Maturity CAD Amount and (B) the product of (x) the Number of BDG Shares, (y) NAV_{BDG} and (z) the Conversion Rate, is greater than (iii) the Threshold Exposure Trigger.

Outstanding Amount Trigger Event: An Outstanding Amount Trigger Event will occur on any Business Day if there are Outstanding Amounts on a Physical Settlement Date, Cash Settlement Date or Pre-Settlement Date.

13. Offices — The Office of Party A for this Transaction is its Barbados Office.

The Office of Party B for this Transaction is its Toronto Office.

14. Account Details — Payments to Party A:

National Bank of Canada (Global) Limited
Enfield House
Upper Collymore Rock
St-Michael, Barbados (West Indies)

Attention:	Vice President Administration
Telephone No.:	246-426-0512
Fax:	246-426-0544
CAD Account:	National Bank of Canada, Montreal (bndccammint) 600 De La Gauchetière West, Montreal, QC H3B 4L3
Account:	101677 22800100101
USD Account:	Deutsche Bank Trust Co. Americas New York (bktrus33)
Account.:	04419407

Payments to Party B:

Belmont Dynamic Growth Fund

c/o Belmont Dynamic GP Inc.
National Bank Trust
Fax: (514) 871-7174
Telephone: (514) 871-7592
Account: CAD Account: 306356
USD Account: 306357

15. Representations Each party hereby represents and warrants to the other party as of the date hereof:

(a) Each party retains complete freedom to determine, in its individual unfettered discretion, whether, or to what extent and in what manner, to hedge their respective obligations with respect to this Transaction. This Transaction does not create any further obligation on the part of Party A and/or any branch or affiliates thereof to hedge or otherwise make any investment, directly or indirectly, in an Issuer or BDG. However, if and to the extent that any investment in an Issuer or BDG is made or any hedging transaction is undertaken at any time by Party A and/or any branch or affiliate thereof, such investment or transaction will be on its own behalf only, Party B will have no interest or right or obligation, directly or indirectly, in respect of such investment or transaction (whether by way of third party beneficiary, security interest, or otherwise). Party B will be a general unsecured and unsubordinated creditor of Party A with respect to Party A's obligations relating to this Transaction.

(b) Each party has the capability to make its own legal, regulatory, tax, investment, financial, accounting and business evaluation of and to understand, and has evaluated and does understand on its own behalf, the terms, conditions and risks of entering into this Transaction and is willing to accept those terms and conditions and to assume (financially and otherwise) those risks.

(c) Each party has made its own independent decision to enter into this Transaction and as to whether this Transaction is appropriate and proper for it. Except as otherwise expressly provided under the terms of this Transaction, neither party or any affiliate thereof will bear any responsibility or liability if the legal, regulatory, tax, investment, financial, accounting, business or credit effects or consequences of this Transaction are other than those contemplated by the other party.

(d) Neither party is relying on any communication (written or oral) from the other party or any of its affiliates or representatives as investment or other advice or as a recommendation to enter into this Transaction, it being understood and agreed that any information, commentary and explanations related to the terms and conditions of this Transaction provided by one party or an affiliate or representative thereof to the other party or an affiliate or representative thereof, shall not be considered investment or other advice or a recommendation, and is not being relied upon by the other party or forming the basis, primary or otherwise, of that party's decision to enter into this Transaction. No compensation or other amount (including any amount otherwise payable under this Confirmation) is being paid by or on behalf of one party to the other or any affiliate thereof for any advice or information in respect of this Transaction.

(e) Each party acknowledges that (i) it has been offered an opportunity to ask questions of, and receive answers from, the other party concerning the other party, and (ii) any request for such information has been fully complied with to the extent the other party possesses such information or can acquire it without unreasonable effort or expense.

(f) Neither Party A, any affiliate or representative thereof nor Party B is making, and has not made, in connection with this Transaction any representation or warranty whatsoever as to any Issuer or as to any information contained in any document provided by the Issuer to Party A, any affiliate or representative thereof, Party B or to any other person or filed by the Issuer with any exchange or with any governmental or regulatory authority regulating the purchase and sale of securities.

(g) Party A and its affiliates may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking business with, any Issuer or its affiliates or any other person or entity having obligations relating to the Issuer and may act with respect to such business in the same manner as if this Transaction did not exist.

(h) Party A and its affiliates may, whether by virtue of the types of relationships described above or otherwise, at the Effective Date hereof or at times thereafter, be in possession of information in relation to BDG or the Issuers of Shares comprising the Basket which is or may

be material in the context of this Transaction and which may or may not be publicly available or known to Party B. This Transaction does not create any obligation on the part of Party A or its affiliates to disclose to Party B any such relationship or information (whether or not confidential).

(i) Each party acknowledges that it is entering into this Transaction as principal and not as agent for any person or entity.

16. Credit Support Document

On or prior to the Trade Date, Party B will pledge the Number of Shares of each Issuer in the Basket to Party A as security for its obligations under the Agreement, and will grant to Party A a first priority continuing security interest in, lien on and right of set-off against such securities. Prior to the occurrence of an Event of Default or Termination Event, Party A shall not have any right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of or use in its business any of the Shares pledged under the Agreement or any Credit Support Document. Party B agrees to deliver any document that may be reasonably required to facilitate such pledge of, and interest in, the Shares and each such document shall be a Credit Support Document for purposes of the Agreement. Following the Trade Date, subject to Party A's prior consent and the delivery of any document (which shall be a Credit Support Document for purposes of the Agreement) that may be reasonably required by Party A, Party B may provide cash, United States or Canadian government treasury bills or other substitute security in a form and amount acceptable to Party A in lieu of the Shares.

17. Limitation of Liability, Covenant and Indemnity

Party A expressly disclaims responsibility for any loss or diminution in the Net Asset Value of the Fund and/or for the construction, management or performance of the Fund and disclaims liability for any losses suffered by Party B or any third party in respect of any diminution in the Net Asset Value of the Fund whether by virtue of this Transaction or otherwise and/or the construction, management or performance of the Fund. Party B acknowledges the foregoing disclaimer of responsibility and liability by Party A and covenants that neither Party B nor its manager nor any affiliate thereof nor any director, officer, employee or agent thereof shall make any demand or commence any claim against Party A, any affiliate of Party A and/or any director, officer, employee or agent thereof in relation to any diminution in the Net Asset Value of the Fund and/or the construction, management or performance of the Fund. Party B agrees to indemnify and hold harmless Party A, all affiliates of Party A and all directors, officers, employees or agents thereof

from any liability in respect of any diminution in the Net Asset Value of the Fund and/or any other claim by any unitholder of Party B relating to the construction, management or performance of the Fund. This Section 17 shall survive any termination of the Transaction.

This document may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this document shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

[INTENTIONALLY LEFT BLANK]

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Yours sincerely,

NATIONAL BANK OF CANADA
(GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and confirmed as of the date first written:

BELMONT DYNAMIC GROWTH FUND by its general partner
BELMONT DYNAMIC GP INC.

By: _____
Name:
Title:

ANNEX 1

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative numbers set out in relation to each Issuer.

Issuer	Class	Number of Shares*	Purchase Price per Share*	Exchange
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

* Subject to initial adjustment by the Calculation Agent based on the number and the purchase price per Share of the Shares actually purchased Party B on the Trade Date.

Number of BDG Shares: ●

Date: ●

Maturity CAD Amount: $●

Maturity USD Amount: $●

FX Reset Date:

ANNEX 2

FORM OF PRE-SETTLEMENT NOTICE

To: National Bank of Canada (Global) Limited ("**NBC**")

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund (the "**Fund**"), refers to the ISDA Master Agreement dated as of August 24, 2006 between NBC and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006 (collectively, the **"Forward"**). Terms with initial capitals not defined in this notice shall have the meanings given to those terms in the Forward.

The Fund hereby notifies NBC of its election to pre-settle the Transaction pursuant to Section 3 of the Confirmation and specifies the following for that purpose:

Physical or Cash Settlement:	●
Pre-Settlement Percentage:	●
Pre-Settlement Date:	●
Pre-Settlement Shares:	●

DATED this _____ day of _____, 20___.

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

BELMONT DYNAMIC GROWTH FUND
by its general partner **BELMONT DYNAMIC GP INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX 3

FORM OF UPSIZE REQUEST

To: National Bank of Canada (Global) Limited ("**NBC**")

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund (the "**Fund**"), refers to the ISDA Master Agreement dated as of August 24, 2006 between NBC and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006 (collectively, the **"Forward"**). Terms with initial capitals not defined in this request shall have the meanings given to those terms in the Forward.

The Fund hereby requests an Upward Adjustment of the Transaction pursuant to Section 8 of the Confirmation and specifies the following:

Upsize Amount:	CAD●
Upsize Trade Date:	●
Upsize Settlement Date:	●
Amended Scheduled Forward Date, if applicable	●

The Fund represents and warrants to NBC that (a) no Event of Default, Potential Event of Default, Termination Event or Trigger Event has occurred and is continuing with respect to the Fund as of the date hereof, and (b) the representations and warranties made by it in the Agreement are true and accurate as of the date hereof.

DATED this _____ day of _____, 20____.

BELMONT DYNAMIC GROWTH FUND by its general partner **BELMONT DYNAMIC GP INC.**

By: _____

Name:

Title:

Party A confirms receipt of this Upsize Request, **[agrees/does not agree to amend the Scheduled Forward Date,]** and provides the following recommended Upsize Shares to be added to the Basket:

Issuer	**Class**	**Suggested Number of Shares**	**Approximate Aggregate Purchase Price**	**Exchange**
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

Approximate Increase in Maturity CAD Amount:	$●
Approximate Increase in Maturity USD Amount:	$●

DATED this _____ day of _____, 20____.

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX 4

RESPONSE TO UPSIZE REQUEST

To: National Bank of Canada (Global) Limited ("**NBC**")

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund (the "**Fund**"), refers to (a) the Upsize Request dated as of ●, 20● delivered by the Fund and attached hereto as Exhibit A, and (b) the Confirmation of Share Basket Forward Transaction related thereto (the "**Confirmation**") dated August 24, 2006 (collectively, the **"Forward"**). Terms with initial capitals not defined in this request shall have the meanings given to those terms in the Forward.

Party B hereby accepts and is in agreement with the recommended Upsize Shares to be added to the Basket.

DATED this _____ day of _____, 20____.

BELMONT DYNAMIC GROWTH FUND by its general partner **BELMONT DYNAMIC GP INC.**

By: _____

Name:

Title:

EXHIBIT A

UPSIZE REQUEST

ANNEX 5

FORM OF CONFIRMATION OF UPWARD ADJUSTMENT

To: Belmont Dynamic Growth Fund Date: ●

CONFIRMATION OF UPWARD ADJUSTMENT
[AND AMENDMENT TO SCHEDULED FORWARD DATE]

The purpose of this communication is to confirm the Upward Adjustment of the Share Basket Forward Transaction entered into between the undersigned and Belmont Dynamic Growth Fund (the "**Fund**") as of ●, 2006 pursuant to the ISDA Master Agreement dated as of August 24, 2006 between the undersigned and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006, (collectively, the **"Forward"**). Terms with initial capitals not defined herein shall have the meanings given to those terms in the Forward.

Upsize Amount:	CAD●
Upsize Trade Date:	●
Upsize Settlement Date:	●
Increase in number of notional BDG Shares	●
Amended Scheduled Forward Date, if applicable:	●
Adjusted Maturity CAD Amount, if applicable:	●
Adjusted Maturity USD Amount, if applicable:	●

A revised Annex 1 reflecting this Upward Adjustment is attached hereto.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this confirmation and returning it to the undersigned.

Yours truly,

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Confirmed as of the date hereof:

BELMONT DYNAMIC GROWTH FUND, by its general partner, **BELMONT DYNAMIC GP INC.**

By: _____
Name:
Title:

ANNEX 1

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative numbers set out in relation to each Issuer.

Issuer	Class	Number of Shares	Purchase Price per Share	Exchange
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

Number of BDG Shares: ●

Date: ●

Maturity CAD Amount:

Maturity USD Amount:

FX Reset Date:

ANNEX 6

FORM OF FX RESET NOTICE

To: Belmont Dynamic Growth Fund (the "**Fund**")

National Bank of Canada ("**NBC**"), refers to the ISDA Master Agreement dated as of August 24, 2006 between NBC and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006 (collectively, the **"Forward"**). Terms with initial capitals not defined in this request shall have the meanings given to those terms in the Forward.

NBC hereby proposes the following adjustments to the Transaction pursuant to Section 11 of the Confirmation and specifies the following as indicative of the final adjustments to be made to the Confirmation:

Indicative Maturity CAD Amount:	●
Indicative Maturity USD Amount:	●
BDG Share Adjustment Date:	●
FX Reset Date:	●

DATED this _____ day of _____, 20____.

NATIONAL BANK OF CANADA

By: _____

Name:

Title:

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund hereby accepts and is in agreement with the recommended indicative adjustments to be made to the Transaction.

DATED this _____ day of _____, 20____.

BELMONT DYNAMIC GROWTH FUND by its general partner **BELMONT DYNAMIC GP INC.**

By: _____

Name:

Title:

ANNEX 7

FORM OF CONFIRMATION OF FX RESET DETAILS

To: Belmont Dynamic Growth Fund Date: ●

CONFIRMATION OF FX RESET DETAILS

The purpose of this communication is to confirm the adjustment to certain terms of the Share Basket Forward Transaction entered into between the undersigned and Belmont Dynamic Growth Fund (the "**Fund**") as of ●, 2006 pursuant to the ISDA Master Agreement dated as of August 24, 2006 between the undersigned and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006, (collectively, the **"Forward"**). Terms with initial capitals not defined herein shall have the meanings given to those terms in the Forward.

Maturity CAD Amount:	●
Maturity USD Amount:	●
FX Reset Date:	●

A revised Annex 1 reflecting these adjustments is attached hereto.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this confirmation and returning it to the undersigned.

Yours truly,

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Confirmed as of the date hereof:

BELMONT DYNAMIC GROWTH FUND, by its general partner, **BELMONT DYNAMIC GP INC.**

By: _____
Name:
Title:

ANNEX 1

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative numbers set out in relation to each Issuer.

Issuer	Class	Number of Shares	Purchase Price per Share	Exchange
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

Number of BDG Shares: ●

Date: ●

Maturity CAD Amount:

Maturity USD Amount:

FX Reset Date:

Execution Copy

CONFIRMATION OF SHARE BASKET FORWARD TRANSACTION

Date:	August 25, 2006		
To:	Belmont Dynamic Growth Fund c/o Belmont Dynamic GP Inc.	From:	National Bank of Canada (Global) Limited
Attention:	Dan Nead	Contact:	Vice President, Administration
Facsimile No:	(416) 867-1020	Facsimile No:	(246) 426-0544
Telephone No:	(416) 869-0202	Telephone No:	(246) 426-0512

We are pleased to confirm the details of the following Share Basket Forward Transaction (the "**Transaction**").

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

The definitions and provisions contained in the 2000 ISDA Definitions as supplemented by the Annex to the 2000 ISDA Definitions (June 2000 Version) (the "**Swap Definitions**") and in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and together with the Swap Definitions, the "**Definitions**"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between either of the Swap Definitions or the Equity Definitions and this Confirmation, this Confirmation will govern. For purposes of the Equity Definitions, this Transaction shall be deemed to be a Share Basket Forward Transaction.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of August 24, 2006, as amended and supplemented from time to time (the "**Agreement**"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

1. General Terms

Party A:	National Bank of Canada (Global) Limited ("**NBC**").
Party B:	Belmont Dynamic Growth Fund (the "**Fund**").
Trade Date:	August 25, 2006.
Effective Date:	August 25, 2006**.**

Termination Date:	The Forward Date.
Basket:	As specified in Annex 1. Annex 1 will be amended from time to time by Party A to reflect Pre-Settlements (defined in Section 3 hereof) and Upward Adjustments (defined in Section 8 hereof). Any amended Annex 1 delivered by Party A shall supersede and replace the preceding Annex 1.
Shares:	As specified in Annex 1.
Number of Shares:	For the Shares of each Issuer comprising the Basket, the number of those Shares specified in Annex 1.
Forward Price:	A USD amount equal to the product of (i) NAV_{BDG} and (ii) the Number of BDG Shares as of the Forward Date, and reduced by the aggregate amount of any outstanding Forward Fees (defined in Section 6 hereof) that have not been paid as of the Forward Date.
NAV_{BDG}:	On the Trade Date, the net asset value per non-voting participating redeemable share ("**BDG Share**") of the Belmont Dynamic Growth Segregated Portfolio of Belmont SPC, a multi sub-fund investment company incorporated in the Cayman Islands as a segregated portfolio company ("**BDG**" or the "**Fund**") that would be payable by an investor in BDG Shares that has given timely notice of subscription for BDG Shares on such date, and on any other day including the Forward Date, any Pre-Settlement Date (defined in Section 3 hereof) and any Upsize Trade Date (defined in Section 8 hereof) the net asset value per BDG Share as determined in USD by Alternative Investments Management Limited, the investment manager of BDG (or any successor acceptable to Party A), and reported to Party A on that day or, if that day is not the last Business Day in a calendar month (each, a "**BDG Valuation Date**"), on the most recent BDG Valuation Date preceding that day, less any performance fees or redemption fees that would be payable by a holder of BDG Shares if such BDG Shares were acquired on the Trade Date and redeemed on such BDG Valuation Date (or, in respect of BDG Shares that have been added to the Number of BDG Shares pursuant to one or more Upward Adjustments, on the applicable Upsize Trade Date(s)), provided however that if a holder of BDG Shares has given timely notice of redemption of BDG Shares on or prior to that day, NAV_{BDG} shall be the amount equal to the actual redemption proceeds per BDG Share to be received by such holder of BDG Shares in respect of such redemption.
Number of BDG Shares:	A notional number of BDG Shares, as specified in Annex 1, which number shall be: (i) on the Trade Date, a number equal to

	the aggregate acquisition cost to Party B of all of the Shares in the Basket divided by NAV_{BDG} as of the Trade Date (the "**Initial Number of BDG Shares**"); and (ii) thereafter, on any day, the Initial Number of BDG Shares (a) reduced by the aggregate number of BDG Shares determined accordingly to paragraph (ii) of "Amendments to Annex 1 to reflect Pre-Settlement" to Section 3 hereof: and (b) increased by the aggregate number of BDG Shares specified in Confirmations of Upward Adjustment (defined in Section 8 hereof) delivered by Party A to Party B from time to time.
Forward Date:	(i) August 1, 2016 or such other date as may be agreed upon in writing by Party A and Party B (the "**Scheduled Forward Date**"), and (ii) in respect of a Pre-Settlement, the applicable Pre-Settlement Date.
Exchanges:	In respect of each Share, as specified in Annex 1.
Related Exchanges:	Any other exchange on which futures or options in respect of the relevant Shares in the Basket are ordinarily traded.
Conversion Rate:	A currency exchange rate for the conversion of a Canadian Dollar ("**CAD**") amount to a U.S. dollar ("**USD**") amount determined by the Calculation Agent.
Business Days:	Toronto and Montreal.
Business Day Convention:	Modified Following.
Calculation Agent:	Party A.
2. Settlement	Physical Settlement, provided that Party B may elect Cash Settlement by providing written notice to Party A to such effect at least seven Business Days prior to the Scheduled Forward Date.
Physical Settlement:	Subject to the provisions of Section 3 relating to Physical Pre-Settlement, on the Physical Settlement Date, Party A will pay to Party B the Forward Price for all of the Shares in the Basket and Party B will deliver to Party A all of such Shares; provided, however, that if there are outstanding amounts to be paid by BDG in respect of distributions on BDG Shares declared by BDG on or prior to the Scheduled Forward Date or in respect of BDG Shares tendered for redemption on or prior to the Scheduled Forward Date (collectively, "**Outstanding Amounts**"), then (i) Party A will pay to Party B that portion of the Forward Price not represented by such Outstanding Amounts in exchange for the delivery of a corresponding proportion (as determined by the Calculation Agent) of all of the Shares then in

the Basket, and (ii) the payment of the remainder of the Forward Price by Party A to Party B and the delivery of the remainder of the Shares in the Basket by Party B to Party A shall be deferred to the extent determined by the Calculation Agent until the date on which such Outstanding Amounts are paid by BDG and any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Forward Price payable by Party A. In the event that any such deferral continues for a period of 14 days (the "**Deferral Period**") then payments of amounts by Party A and the delivery of Shares by Party B on settlement shall occur on the next following Business Day and (i) notwithstanding Section 6(e) of the Agreement, the remainder of the Forward Price, any outstanding partial Pre-Settlement Payment Amounts (defined in Section 3 hereof) and any other payments owing by Party A to Party B will be deemed to be $1.00 for purposes of such settlement, (ii) Party B will deliver to Party A all of the Shares in the Basket that have not yet been delivered to Party A, and (iii) Party A will thereafter pay to Party B, on further account of the Forward Price, any additional amount(s) equal to any Outstanding Amount(s) subsequently paid by BDG at such times as such Outstanding Amount(s) are received by shareholders of BDG in full satisfaction of its obligations hereunder in respect of that proportion of the Forward Price represented by such Outstanding Amounts; provided, however, that Party A shall be released from any further obligations under this Section 2 on the date that the Calculation Agent determines (in consultation with Party B) that there is no reasonable likelihood that such Outstanding Amounts will be paid by BDG.

Party B shall transfer good title to the Shares free and clear of any liens, charges, claims and encumbrances. Delivery shall be effected by book-entry transfer of the Shares through the relevant clearing system.

For the avoidance of doubt, if Physical Settlement applies, Party A shall only be required to make payment for any Shares contemporaneously with the completion of the delivery of such Shares.

Physical Settlement Date: The first day on which settlement of a sale of the Shares in the Basket in respect of which the Transaction is being terminated customarily would take place unless a Settlement Disruption Event prevents delivery of such Shares on that day, in which case the provisions set out in Section 9.4 of the Equity Definitions shall apply.

Cash Settlement: If Cash Settlement is elected as provided for above, then:

(i) Subject to the provisions of "Cash Settlement Payment Date" below, Party B will pay to Party A an amount equal to the Cash Settlement Amount on the Cash Settlement Payment Date, if such Cash Settlement Amount is a positive number, and

(ii) Subject to the provisions of "Cash Settlement Payment Date" below, Party A will pay to Party B an amount equal to the absolute value of the Cash Settlement Amount on the Cash Settlement Payment Date, if such Cash Settlement Amount is a negative number.

Valuation Time: In relation to each Share, the close of trading on the relevant Exchange.

Valuation Date: The Scheduled Forward Date.

Cash Settlement Payment Date: Three (3) Business Days following the Valuation Date provided however that if there are Outstanding Amounts as of the Cash Settlement Payment Date, then Party A will pay to Party B that proportion of the Forward Price not represented by such Outstanding Amounts and Party B will pay to Party A an amount equal to the Aggregate Equity Amount and payment of all other amounts on account of the Cash Settlement Amount shall be deferred for the Deferral Period pending payment of such Outstanding Amounts by BDG (for greater certainty, any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Forward Price payable by Party A), after which period (i) the remainder of the Forward Price, any outstanding partial Pre-Settlement Payment Amounts and any other payments owing by Party A to Party B shall be deemed to be $1.00 for purposes of such settlement, and (ii) Party A shall thereafter pay to Party B, on further account of the Forward Price, additional amount(s) equal to the Outstanding Amount(s), if any, subsequently paid by BDG and at such times as such Outstanding Amount(s) are received by shareholders of BDG, in full satisfaction of its obligations hereunder in respect of that proportion of the Forward Price represented by such Outstanding Amount(s); provided, however, that Party A shall be released from any further obligations under this Section 2 on the date that the Calculation Agent, acting in good faith, determines (in consultation with Party B) that there is no reasonable likelihood that such Outstanding Amounts will be paid by BDG.

Cash Settlement Amount: An amount determined by the Calculation Agent in its sole and absolute discretion equal to the Aggregate Equity Amount minus the Forward Price, where:

	"**Equity Amount**", for each Issuer comprising the Basket, means an amount equal to the product of (i) the Number of Shares of such Issuer, and (ii) the Final Price; and "**Aggregate Equity Amount**" means the sum of all the Equity Amounts for each Issuer comprising the Basket, converted into USD at the Conversion Rate prevailing on the Valuation Date.
Final Price:	In respect of each Share in the Basket, the average price per Share at which Party A (or an affiliate of Party A) acquires Shares in order to execute the unwind of Party A's hedge (if any) in respect of the Shares (including, for greater certainty, a hedge position taken by an affiliate of Party A in respect of the Shares) on the Forward Date or such other days preceding or following the Forward Date (which days shall not be prior to the fifth Exchange Business Day immediately preceding, or after the fifth Exchange Business Day immediately following, the Forward Date) identified by Party A, such acquisitions to be completed at prices determined or negotiated by Party A (or an affiliate of Party A) in good faith and in a commercially reasonable manner in light of the prevailing market prices at the times of such acquisitions or, if none of Party A or any of its affiliates have a hedge in respect of the Shares which is being unwound, the closing market price per Share on the relevant Exchange of the Shares on the Valuation Date, provided that if there is a Market Disruption Event in respect of any relevant Share on that day, then Section 6.6(c) of the Equity Definitions shall apply except that the words "and commercially reasonable" shall be added before the word "estimate" in clause (ii) thereof.
Share Adjustments and Extraordinary Events:	Articles 11 and 12 of the Equity Definitions (other than defined terms used therein) shall not apply to this Transaction and the consequences in respect of this Transaction following the occurrence of an Extraordinary Event or a Potential Adjustment Event shall be as provided for in Section 7 set out below.
3. <u>Pre-Settlement for Redemptions, etc.</u>	Provided that no Event of Default or Potential Event of Default has occurred and is continuing with respect to Party B and that no Early Termination Date has occurred or been designated in respect of this Transaction or any part thereof, Party B may, at any time and from time to time, elect to pre-settle the Transaction (A) in part, for the purposes of funding (i) liabilities and expenses of Party B, or (ii) redemptions of Units by unitholders of Party B, or (B) in whole, in response to the adoption of, change in or change in the application of or any administrative position in respect thereof, any securities or tax law (by a court, securities regulator or any relevant governmental revenue authority) applicable to Party B or its unitholders which results or is reasonably expected to result in the Transaction

being materially disadvantageous or no longer advantageous to unitholders of Party B.

Pre-Settlement Notice: To effect a Pre-Settlement, Party B shall, at least 60 days prior to the last Business Day of any calendar quarter, provide Party A with written notice in the form attached hereto as Annex 2, by facsimile or as otherwise agreed upon by the parties (the "**Pre-Settlement Notice**") specifying:

(i) Either

(A) the USD amount that Party A will pay to Party B in respect of such Pre-Settlement (the "**Pre-Settlement Payment Amount**"); or

(B) the number of notional BDG Shares in respect of which Pre-Settlement is to occur, in which case the Pre-Settlement Payment Amount will be equal to such number of notional BDG Shares multiplied by NAV_{BDG};

(ii) the date on which the Transaction shall be pre-settled, which must be at least 90 days after the Pre-Settlement Notice is received by Party A (the "**Pre-Settlement Date**");

(iii) the Shares of any Issuer or Issuers comprising the Basket in respect of which the Transaction is being pre-settled selected by Party B in consultation with Party A (the "**Pre-Settlement Shares**"); and

(iv) whether Party B elects Cash Settlement in respect of such Pre-Settlement.

Physical Pre-Settlement: If Party B has not elected Cash Settlement in respect of such Pre-Settlement, on the Pre-Settlement Date:

(i) Party A will pay to Party B the Pre-Settlement Payment Amount less the aggregate amount of any outstanding Forward Fees that were due on or prior to the Pre-Settlement Date and less the Pre-Settlement Forward Fee provided however that if there are Outstanding Amounts, then payment of the Pre-Settlement Payment Amount corresponding to such Outstanding Amount(s) shall be postponed until the date on which such Outstanding Amount(s) are paid by BDG and any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Pre-Settlement Payment Amount payable by Party A. The

"**Pre-Settlement Forward Fee**" is an amount equal to the Forward Fee that would, if the Transaction had not been Pre-Settled, be payable on the first Forward Fee Payment Date (defined in Section 6 hereof) following the Pre-Settlement Date multiplied by an amount equal to the quotient of:

(A) if the Pre-Settlement Notice specifies a USD amount under Section 3(i)(A) above,

(I) the Pre-Settlement Payment Amount; and

(II) NAV_{BDG} multiplied by the Number of BDG Shares immediately prior to the Pre-Settlement Date; or

(B) if the Pre-Settlement Notice specifies a number of BDG Shares under Section 3(i)(B) above,

(I) the specified number of BDG Shares; and

(II) The Number of BDG Shares immediately prior to the Pre-Settlement Date;

(ii) Party B will deliver to Party A that number of Pre-Settlement Shares having an aggregate purchase price to Party B equal to the product of:

(A) the aggregate purchase price per Share (as set out in Annex 1) to Party B of all Shares comprising the Basket; and

(B) the quotient of:

(I) the Pre-Settlement Payment Amount, and

(II) the product of:

(1) NAV_{BDG} as of the Pre-Settlement Date, and

(2) the Number of BDG Shares immediately prior to the Pre-Settlement Date;

provided that the number of Pre-Settlement Shares to be delivered by Party B shall be rounded to the nearest whole number, provided that Party B cannot deliver more shares of an Issuer than the Number of Shares of that Issuer specified in

Annex 1 immediately prior to the Pre-Settlement Date.

Cash Pre-Settlement: If Party B has elected Cash Settlement in respect of such Pre-Settlement, an amount (the **"Cash Pre-Settlement Amount"**) equal to:

(iii) the Pre-Settlement Payment Amount, less

(iv) an amount equal to the sum of the Final Price for every Pre-Settlement Share, converted into USD at the Conversion Rate prevailing on the Pre-Settlement Date, less

(v) the aggregate amount of any outstanding Forward Fees that were due on or prior to the Pre-Settlement Date and the Pre-Settlement Forward Fee,

shall be determined and:

(A) if the Cash Pre-Settlement Amount is a positive number, Party A shall pay the Cash Pre-Settlement Amount to Party B, and

(B) if the Cash Pre-Settlement Amount is a negative number, Party B shall pay the absolute value of the Cash Pre-Settlement Amount to Party A;

provided however that if there are Outstanding Amounts, then payment of the Pre-Settlement Payment Amount corresponding to such Outstanding Amounts shall be postponed until the date on which such Outstanding Amounts are paid by BDG and any additional Hedging Costs incurred by Party A as a result of such deferral shall be deducted from the remainder of the Pre-Settlement Payment Amount payable by Party A.

Amendments to Annex 1 to reflect Pre-Settlement: Promptly following any Pre-Settlement, Party A shall deliver an amended Annex 1 to Party B reflecting the following:

(vi) a reduction in the Number of Shares by the corresponding number of Pre-Settlement Shares delivered pursuant to the Pre-Settlement or in respect of which a Cash Pre-Settlement Amount has been paid; and

(vii) a reduction in the Number of BDG Shares by:

(A) if the Pre-Settlement Notice was delivered under Section 3(i)(A), the number of BDG Shares that, when multiplied by NAV_{BDG} as of the Pre-Settlement Date, would equal the Pre-Settlement

Payment Amount:

or;

(B) if the Pre-Settlement Notice was delivered under Section 3(i)(B), the number of BDG Shares specified in the Pre-Settlement Notice.

Party B shall transfer good title to any Shares delivered pursuant to a Pre-Settlement free and clear of any liens, charges, claims and encumbrances. Delivery shall be effected by book-entry transfer of the Shares through the relevant clearing system.

4. Optional Pre-Settlement by Party B:

If at any time: (a) the long-term unsecured debt rating of Party A's Credit Support Provider falls below BBB- as rated by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. or the equivalent rating provided by another "approved credit rating organization" as defined in National Instrument 81-102 (an "**Approved Credit Rating**") and (b) within 30 days thereafter (the "**Optional Pre-Settlement Date**"), Party A fails to (1) transfer at its own expense all of its rights and obligations under this Transaction to a transferee acceptable to Party B acting reasonably that has an Approved Credit Rating on its long-term unsecured debt, or (2) have a Credit Support Provider acceptable to Party B acting reasonably with an Approved Credit Rating guarantee its obligations hereunder to the extent and in a manner satisfactory to Party B, Party B may elect to pre-settle the Transaction in whole as though the Optional Pre-Settlement Date were the Scheduled Forward Date and the terms of Section 2 hereof shall apply.

5. Optional Pre-Settlement for Increased Costs:

If (1) due to the adoption of or change in, or the proposed adoption or change in, any applicable law (including, without limitation, any tax law other than laws relating to taxes on net income or capital) after the Trade Date, (2) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law (including, without limitation, any action taken by a taxing authority) after such date, or (3) due to an obligatory request made by, or an announcement or notification issued by, or a requirement imposed by, or any agreement reached with, any central bank or other fiscal, monetary or other authority, a party (for the purposes of this Section 5 only, the "**Affected Party**") incurs increased costs in performing its obligations under this Transaction, or in respect of any hedge that might be maintained in connection with this Transaction (whether by such party or an affiliate of such party), including, without limitation, due to any increase in tax liability, decrease in any tax benefit or adverse effect in its tax position, in each

case, except as it relates to taxes on net income or capital (collectively, "**Increased Costs**") by:

(i) subjecting it to any loss due to the characterization of any payments or deliveries made under this Transaction,

(ii) imposing or adversely modifying any reserve, special deposit, or similar requirement against assets or hedges incidental to this Transaction, or

(iii) adversely affecting the amount of capital to be maintained by the Affected Party or increasing such party's amount of regulatory capital,

and the other party (the "**Unaffected Party**") is unable or unwilling to compensate the Affected Party for such Increased Costs (by reducing the amounts owing by the Affected Party under this Transaction by the amount of such Increased Costs or on another basis acceptable to the Affected Party, acting reasonably), then the Affected Party may provide ten (10) Business Days notice to the Unaffected Party of its intention to pre-settle this Transaction in whole in accordance with the terms of Section 2 hereof.

6. Other Provisions

Additional Payments by Party B:

During the term of this Transaction, Party B agrees to pay Party A, within five days after the last Business Day of each calendar month (the "**Forward Fee Payment Date**"), a USD amount, in arrears (the "**Forward Fee**") equal to:

$$\frac{(x * \text{Class Net Asset Value} * \text{Number of Days})}{365}$$

For the purposes of calculating the Forward Fee:

(i) x equals 0.50% in respect of the first USD100 million of Net Asset Value of the Fund and 0.40% in respect of Net Asset Value of the Fund in excess of USD100 million;

(ii) "**Class Net Asset Value**" is an amount equal to the aggregate of the net asset value of the Fund attributable to (a) the Class AU limited partnership units of the Fund and (b) the Class FU limited partnership units of the Fund, in each case as of the last Business Day of the month immediately preceding the Forward Fee Payment Date; and

(iii) "**Number of Days**" means the number of days that have

elapsed since the last Forward Fee Payment Date or, in the case of the first Forward Fee Payment Date, since the Trade Date.

7. Adjustments and Extraordinary Events

(a) If, during the term of the Transaction, (i) any Shares in the Basket cease to be "Canadian securities" for the purposes of subsection 39(6) the *Income Tax Act* (Canada), or (ii) either party reasonably requests that any Shares in the Basket be replaced, the parties will replace such Shares to the extent that alternate shares selected by the Calculation Agent after consultation with Party B and acceptable to party A, in its sole discretion, are obtained in sufficient quantity (the "**Substituted Shares**"), as determined by the Calculation Agent to preserve the value of the Transaction immediately prior to the occurrence or potential occurrence of such event. The Substituted Shares and their issuer will be deemed "Shares" and an "Issuer", respectively, and if necessary the Calculation Agent will adjust any relevant terms hereunder. The Substituted Shares must be "Canadian Securities" for purposes of subsection 39(6) the *Income Tax Act* (Canada).

(b) Upon the occurrence of a Merger Event in respect of any Shares in the Basket whereby the Shares are exchanged for new shares ("**New Shares**"), the number of New Shares to which a holder of the Number of Shares would be entitled upon consummation of the Merger Event will be deemed the "Number of Shares" and the New Shares and their issuer will be deemed to be included in the Basket as "Shares" and an "Issuer", respectively, and if necessary the Calculation Agent will adjust any relevant terms hereunder so as to preserve the value of the Transaction immediately prior to the occurrence of such Merger Event.

(c) Upon the Announcement Date of (i) a Merger Event in respect of any Shares in the Basket (the "**Merged Shares**") with consequences other than those described in clause (b) above, or (ii) a Delisting in respect of any Shares in the Basket (the "**Delisted Shares**"), (the Merged Shares and the Delisted Shares being, collectively, the "**Event Shares**"), the parties will replace such Event Shares to the extent that alternate shares selected by the Calculation Agent after consultation with Party B and acceptable to Party A, in its sole discretion, are obtained in sufficient quantity (the "**Replacement Shares**"), as determined by the Calculation Agent to

preserve the value of the Transaction immediately prior to the occurrence of such Announcement Date. The Replacement Shares and their issuer will be deemed to be included in the Basket as "Shares" and an "Issuer", respectively, and if necessary the Calculation Agent will adjust any relevant terms hereunder. In the event the Merger Event or Delisting occurs prior to the parties being able to replace the relevant Event Shares, then Party B will, upon the demand of Party A, sell the Event Shares (as applicable) to Party A at a price reasonably determined by the Calculation Agent on any date as may be specified by the Calculation Agent. The price at which the Event Shares are sold to Party A will be used to adjust the Transaction. The Replacement Shares must be "Canadian securities" for purposes of subsection 39(6) the *Income Tax Act* (Canada).

(d) Upon or following the occurrence of (i) a Potential Adjustment Event, (ii) a payment of a dividend or distribution in respect of any Shares in the Basket, (iii) an Announcement Date in respect of a Tender Offer, Nationalization or Insolvency in respect of any Shares in the Basket, or (iv) any Insolvency Filing in respect of any Issuer of any Share comprised in the Basket, the Calculation Agent will adjust any relevant terms hereunder so as to preserve the value of the Transaction immediately prior to the occurrence of such event, including, without limitation, a reduction in the Number of BDG Shares equal to the quotient of the amount or value in respect of the Potential Adjustment Event divided by NAV_{BDG} as of the last Business Day of a calendar quarter occurring not less than 60 days following the occurrence of the Potential Adjustment Event. The value of any non-cash dividend or distribution will be based on its price at the close of trading on the relevant Exchange on the first trading day of such non-cash dividend or distribution, unless Party B elects, and Party A consents to such election, to sell such non-cash dividend or distribution to Party A (on the date such dividend or distribution is made) in which case the price at which the non-cash dividend or distribution is sold to Party A shall be the value.

8. Upward Adjustments: Provided that no Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to Party B and that no Pre-Settlement has occurred or has been initiated under Section 4 or Section 5 hereof, Party B may request to increase the size of the Transaction (an "**Upward**

Adjustment") by a USD amount of not less than USD250,000 and in integral multiples of USD50,000 (an "**Upsize Amount**") by delivering to Party A, at least 20 Business Days prior to the last Business Day of any month during the term of the Transaction, a request substantially in the form of Annex 3 (an "**Upsize Request**") specifying the Upsize Amount, the proposed trade date (the "**Upsize Trade Date**") for the Upward Adjustment and, if applicable, a proposed amended Scheduled Forward Date that is ten years from the Upsize Trade Date. The Upsize Trade Date shall be the eighth Business Day before the last Business Day of the month in which the Upsize Notice is delivered or, if the Upsize Notice is delivered less than 20 Business Days prior to the last Business Day of a month, the eighth Business Day before the last Business Day of the following month.

To effect an Upward Adjustment, Party B shall purchase on one or more Exchanges a number of Shares selected by Party A and agreed to by Party B (the "**Upsize Shares**") that have an aggregate purchase price, converted into USD at the Conversion Rate prevailing on the Upsize Trade Date, which is approximately equal to but not greater than the Upsize Amount. The "**Purchase Price per Share**" applicable in respect of the Upsize Shares shall be equal to the weighted average of the respective purchase prices per Share of all Upsize Share purchase transactions effected by Party B on the Exchange in connection with the Upward Adjustment, which weighted average shall be determined by multiplying each purchase price by the number of Upsize Shares to which such purchase price is applicable, aggregating the products thereof and dividing such sum by the aggregate number of Upsize Shares acquired by Party B.

Acceptance of Upsize Request:

Within two Business Days of receipt of an Upsize Request, Party A may, but is not required to, accept such Upsize Request (which acceptance may or may not include an agreement to amend the Scheduled Forward Date) by signing same and returning it to Party B, including recommended Upsize Shares to be added to the Basket. Party B shall advise Party A by no later than 10:00 a.m. (Toronto time) on the Upsize Trade Date, by signing a Response to Upsize Request in the form of Annex 4 and returning it to Party A, that Party B has accepted and is in agreement with the Upsize Shares recommended by Party A to be added to the Basket, subject to adjustment to the Numbers of Shares and the Purchase Price per Share to reflect changes in the market prices of such Shares, if any, that may occur between the time when Party A recommends the Upsize Shares to Party B

and the Upsize Settlement Date (defined below).

Upsize Settlement: The purchase by Party B of Upsize Shares for the Basket shall settle on the third Business Day after the Upsize Trade Date (the "**Upsize Settlement Date**"). An affiliate of Party A shall act as Party B's agent in connection with such purchase of Upsize Shares and Party A and Party B agree that such Upsize Shares shall be delivered to and held by Party A as provided for in the securities pledge agreement executed and delivered by Party B in connection with this Transaction.

Confirmation of Upward Adjustment: On the Upsize Settlement Date, Party A shall deliver to Party B (by 11:00 a.m. (Toronto time), using reasonable efforts) a Confirmation of Upward Adjustment in the form of Annex 5, with amended Annex 1 attached, reflecting the following:

(i) an increase in the Number of BDG Shares by a notional number of BDG Shares having an aggregate value equal to the Upsize Amount divided by NAV_{BDG} as of the Upsize Trade Date; and

(ii) adjustments to the Number of Shares and the Purchase Price per Share as determined by the Calculation Agent to reflect the Upward Adjustment.

9. Offices

The Office of Party A for this Transaction is its Barbados Office.

The Office of Party B for this Transaction is its Toronto Office.

10. Account Details

Payments to Party A:

National Bank of Canada (Global) Limited
Enfield House
Upper Collymore Rock
St-Michael, Barbados (West Indies)

Attention:	Vice President Administration
Telephone No.:	246-426-0512
Fax:	246-426-0544
CAD Account:	National Bank of Canada, Montreal (bndccammint) 600 De La Gauchetière West, Montreal, QC H3B 4L3
Account:	101677 22800100101
USD Account:	Deutsche Bank Trust Co. Americas New York (bktrus33)
Account.:	04419407

Payments to Party B:

Belmont Dynamic Growth Fund
c/o Belmont Dynamic GP Inc.
National Bank Trust
Fax: (514) 871-7174
Telephone: (514) 871-7592
Account: CAD Account: 306356
USD Account: 306357

11. Representations — Each party hereby represents and warrants to the other party as of the date hereof:

(a) Each party retains complete freedom to determine, in its individual unfettered discretion, whether, or to what extent and in what manner, to hedge their respective obligations with respect to this Transaction. This Transaction does not create any further obligation on the part of Party A and/or any branch or affiliates thereof to hedge or otherwise make any investment, directly or indirectly, in an Issuer or BDG. However, if and to the extent that any investment in an Issuer or BDG is made or any hedging transaction is undertaken at any time by Party A and/or any branch or affiliate thereof, such investment or transaction will be on its own behalf only, Party B will have no interest or right or obligation, directly or indirectly, in respect of such investment or transaction (whether by way of third party beneficiary, security interest, or otherwise). Party B will be a general unsecured and unsubordinated creditor of Party A with respect to Party A's obligations relating to this Transaction.

(b) Each party has the capability to make its own legal, regulatory, tax, investment, financial, accounting and business evaluation of and to understand, and has evaluated and does understand on its own behalf, the terms, conditions and risks of entering into this Transaction and is willing to accept those terms and conditions and to assume (financially and otherwise) those risks.

(c) Each party has made its own independent decision to enter into this Transaction and as to whether this Transaction is appropriate and proper for it. Except as otherwise expressly provided under the terms of this Transaction, neither party or any affiliate thereof will bear any responsibility or liability if the legal, regulatory, tax, investment, financial, accounting, business or credit

effects or consequences of this Transaction are other than those contemplated by the other party.

(d) Neither party is relying on any communication (written or oral) from the other party or any of its affiliates or representatives as investment or other advice or as a recommendation to enter into this Transaction, it being understood and agreed that any information, commentary and explanations related to the terms and conditions of this Transaction provided by one party or an affiliate or representative thereof to the other party or an affiliate or representative thereof, shall not be considered investment or other advice or a recommendation, and is not being relied upon by the other party or forming the basis, primary or otherwise, of that party's decision to enter into this Transaction. No compensation or other amount (including any amount otherwise payable under this Confirmation) is being paid by or on behalf of one party to the other or any affiliate thereof for any advice or information in respect of this Transaction.

(e) Each party acknowledges that (i) it has been offered an opportunity to ask questions of, and receive answers from, the other party concerning the other party, and (ii) any request for such information has been fully complied with to the extent the other party possesses such information or can acquire it without unreasonable effort or expense.

(f) Neither Party A, any affiliate or representative thereof nor Party B is making, and has not made, in connection with this Transaction any representation or warranty whatsoever as to any Issuer or as to any information contained in any document provided by the Issuer to Party A, any affiliate or representative thereof, Party B or to any other person or filed by the Issuer with any exchange or with any governmental or regulatory authority regulating the purchase and sale of securities.

(g) Party A and its affiliates may accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking business with, any Issuer or its affiliates or any other person or entity having obligations relating to the Issuer and may act with respect to such business in the same manner as if this Transaction did not exist.

(h) Party A and its affiliates may, whether by virtue of the types of relationships described above or otherwise, at the

Effective Date hereof or at times thereafter, be in possession of information in relation to BDG or the Issuers of Shares comprising the Basket which is or may be material in the context of this Transaction and which may or may not be publicly available or known to Party B. This Transaction does not create any obligation on the part of Party A or its affiliates to disclose to Party B any such relationship or information (whether or not confidential).

(i) Each party acknowledges that it is entering into this Transaction as principal and not a agent for any person or entity.

12. Credit Support Document

On or prior to the Trade Date, Party B will pledge the Number of Shares of each Issuer in the Basket to Party A as security for its obligations under the Agreement, and will grant to Party A a first priority continuing security interest in, lien on and right of set-off against such securities. Prior to the occurrence of an Event of Default or Termination Event, Party A shall not have any right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of or use in its business any of the Shares pledged under the Agreement or any Credit Support Document. Party B agrees to deliver any document that may be reasonably required to facilitate such pledge of, and interest in, the Shares and each such document shall be a Credit Support Document for purposes of the Agreement. Following the Trade Date, subject to Party A's prior consent and the delivery of any document (which shall be a Credit Support Document for purposes of the Agreement) that may be reasonably required by Party A, Party B may provide cash, United States or Canadian government treasury bills or other substitute security in a form and amount acceptable to Party A in lieu of the Shares.

13. Limitation of Liability, Covenant and Indemnity

Party A expressly disclaims responsibility for any loss or diminution in the Net Asset Value of the Fund and/or for the construction, management or performance of the Fund and disclaims liability for any losses suffered by Party B or any third party in respect of any diminution in the Net Asset Value of the Fund whether by virtue of this Transaction or otherwise and/or the construction, management or performance of the Fund. Party B acknowledges the foregoing disclaimer of responsibility and liability by Party A and covenants that neither Party B nor its manager nor any affiliate thereof nor any director, officer, employee or agent thereof shall make any demand or commence any claim against Party A, any affiliate of Party A and/or any director, officer, employee or agent thereof in relation to any diminution in the Net Asset Value of the Fund and/or the

construction, management or performance of the Fund. Party B agrees to indemnify and hold harmless Party A, all affiliates of Party A and all directors, officers, employees or agents thereof from any liability in respect of any diminution in the Net Asset Value of the Fund and/or any other claim by any unitholder of Party B relating to the construction, management or performance of the Fund. This Section 13 shall survive any termination of the Transaction.

This document may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this document shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

[INTENTIONALLY LEFT BLANK]

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Yours sincerely,

NATIONAL BANK OF CANADA
(GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and confirmed as of the date first written:

BELMONT DYNAMIC GROWTH FUND by its general partner
BELMONT DYNAMIC GP INC.

By: _____
Name:
Title:

ANNEX 1

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative numbers set out in relation to each Issuer.

Issuer	Class	Number of Shares*	Purchase Price per Share*	Exchange
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

* Subject to initial adjustment by the Calculation Agent based on the number and the purchase price per Share of the Shares actually purchased Party B on the Trade Date.

Number of BDG Shares: ●

Date: ●

ANNEX 2

FORM OF PRE-SETTLEMENT NOTICE

To: National Bank of Canada (Global) Limited ("**NBC**")

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund (the "**Fund**"), refers to the ISDA Master Agreement dated as of August 24, 2006 between NBC and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006 (collectively, the **"Forward"**). Terms with initial capitals not defined in this notice shall have the meanings given to those terms in the Forward.

The Fund hereby notifies NBC of its election to pre-settle the Transaction pursuant to Section 3 of the Confirmation and specifies the following for that purpose:

Physical or Cash Settlement:	●
Pre-Settlement Payment Amount (if applicable):	USD●
Number of notional BDG Shares in respect of which Pre-Settlement is to occur (if applicable):	●
Pre-Settlement Date:	●
Pre-Settlement Shares:	●

DATED this _____ day of _____, 20___.

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

BELMONT DYNAMIC GROWTH FUND
by its general partner **BELMONT DYNAMIC GP INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX 3

FORM OF UPSIZE REQUEST

To: National Bank of Canada (Global) Limited ("**NBC**")

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund (the "**Fund**"), refers to the ISDA Master Agreement dated as of August 24, 2006 between NBC and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006 (collectively, the **"Forward"**). Terms with initial capitals not defined in this request shall have the meanings given to those terms in the Forward.

The Fund hereby requests an Upward Adjustment of the Transaction pursuant to Section 8 of the Confirmation and specifies the following:

Upsize Amount:	USD●
Upsize Trade Date:	●
Upsize Settlement Date:	●
Amended Scheduled Forward Date, if applicable	●

The Fund represents and warrants to NBC that (a) no Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to the Fund as of the date hereof, and (b) the representations and warranties made by it in the Agreement are true and accurate as of the date hereof.

DATED this _____ day of _____, 20____.

BELMONT DYNAMIC GROWTH FUND by its general partner **BELMONT DYNA**

MIC GP INC.

By: _____

Name:

Title:

Party A confirms receipt of this Upsize Request, **[agrees/does not agree to amend the Scheduled Forward Date,]** and provides the following recommended Upsize Shares to be added to the Basket:

Issuer	Class	Suggested Number of Shares	Approximate Aggregate Purchase Price	Exchange
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX
●	Common	●	●	TSX

DATED this _____ day of _____, 20____.

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____

Name:

Title:

By: _____

Name:

Title:

ANNEX 4

RESPONSE TO UPSIZE REQUEST

To: National Bank of Canada (Global) Limited ("**NBC**")

Belmont Dynamic GP Inc., in its capacity as general partner of Belmont Dynamic Growth Fund (the "**Fund**"), refers to (a) the Upsize Request dated as of ●, 20● delivered by the Fund and attached hereto as Exhibit A, and (b) and the Confirmation of Share Basket Forward Transaction related thereto (the "**Confirmation**") dated August 24, 2006 (collectively, the "**Forward**"). Terms with initial capitals not defined in this request shall have the meanings given to those terms in the Forward.

Party B hereby accepts and is in agreement with the recommended Upsize Shares to be added to the Basket.

DATED this _____ day of _____, 20____.

BELMONT DYNAMIC GROWTH FUND by its general partner **BELMONT DYNAMIC GP INC.**

By: _____

Name:

Title:

EXHIBIT A

UPSIZE REQUEST

ANNEX 5

FORM OF CONFIRMATION OF UPWARD ADJUSTMENT

To: Belmont Dynamic Growth Fund Date: ●

CONFIRMATION OF UPWARD ADJUSTMENT
[AND AMENDMENT TO SCHEDULED FORWARD DATE]

The purpose of this communication is to confirm the Upward Adjustment of the Share Basket Forward Transaction entered into between the undersigned and Belmont Dynamic Growth Fund (the "**Fund**") as of ●, 2006 pursuant to the ISDA Master Agreement dated as of August 24, 2006 between the undersigned and the Fund and the Confirmation of Share Basket Forward Transaction thereunder (the "**Confirmation**") dated August 24, 2006, (collectively, the **"Forward"**). Terms with initial capitals not defined herein shall have the meanings given to those terms in the Forward.

Upsize Amount:	USD●
Upsize Trade Date:	●
Upsize Settlement Date:	●
Increase in number of notional BDG Shares	●
Amended Scheduled Forward Date, if applicable:	●

A revised Annex 1 reflecting this Upward Adjustment is attached hereto.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this confirmation and returning it to the undersigned.

Yours truly,

NATIONAL BANK OF CANADA (GLOBAL) LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

Confirmed as of the date hereof:

BELMONT DYNAMIC GROWTH FUND, by its general partner, **BELMONT DYNAMIC GP INC.**

By: _____
Name:
Title:

ANNEX 1

Shares comprised in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative numbers set out in relation to each Issuer.

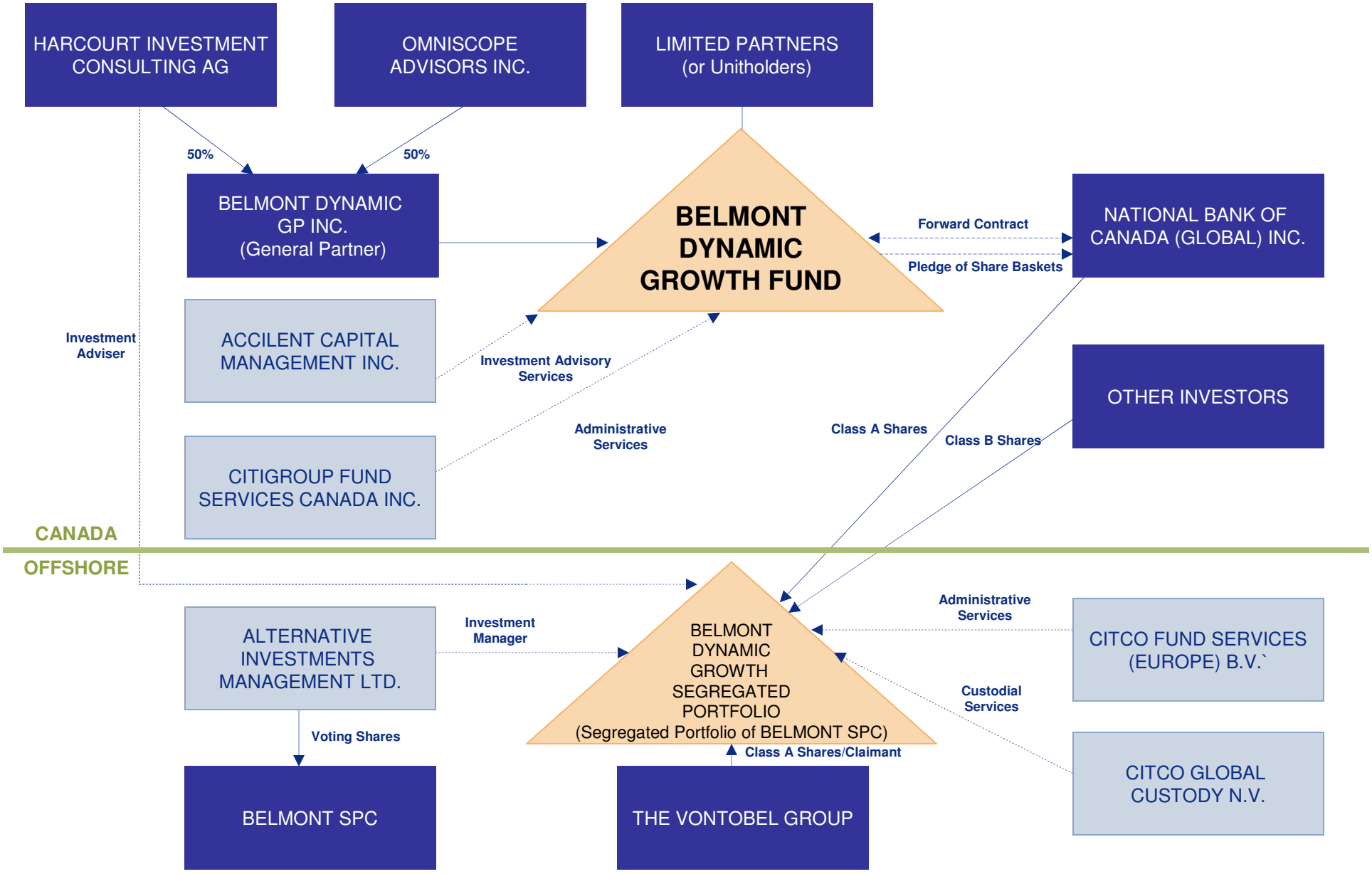
Issuer	Class	Number of Shares	Purchase Price per Share	Exchange
Celestica (CLS.sv)	Common	●	●	TSX
ATI Technologies (ATY)	Common	●	●	TSX
Kinross Gold (K)	Common	●	●	TSX
Cognos Inc. (CSN)	Common	●	●	TSX
Research in Motion (RIM)	Common	●	●	TSX
CGI Group (GIB.sv.a)	Common	●	●	TSX
Zarlink Semiconductor (ZL)	Common	●	●	TSX
Cott Corp. (BCB)	Common	●	●	TSX
Nortel Networks (NT)	Common	●	●	TSX

Number of BDG Shares: ●

Date: ●

Appendix
F

BELMONT DYNAMIC GROWTH FUND STRUCTURE



Appendix G

RBC Phillips, Hager & North Investment Counsel™

RBC Phillips, Hager & North Investment Counsel Inc.
Royal Trust Tower
77 King Street West, 39th Floor
Toronto, Ontario M5W 1P9

August 7, 2009

NOTICE

Re: Belmont Dynamic Growth Fund (the "Fund")

We are writing to you in connection with your investment in the Fund.

Background

In October, 2008, Harcourt Investment Consulting AG ("Harcourt") advised RBC Phillips, Hager & North Investment Counsel Inc. ("RBC PH&N IC") that the Fund was no longer viable due to recent market turmoil and that steps would therefore be taken to dissolve the Fund.

In December, 2008, Belmont Dynamic GP Inc. (the "General Partner"), the general partner of the Fund, provided RBC PH&N IC with a draft notice of a meeting of the limited partners of the Fund (the "Limited Partners"). The meeting of the Limited Partners (the "Proposed Meeting") was to be held to consider and approve the dissolution of the Fund and to appoint the General Partner as the receiver and liquidator of the Fund (the "Proposed Meeting Objectives") in accordance with the terms and conditions of the Limited Partnership Agreement governing the operation of the Fund. RBC PH&N IC was generally supportive of the Proposed Meeting Objectives because it considered them to be in the best interests of those Limited Partners who were clients of RBC PH&N IC.

Unfortunately, the Proposed Meeting has never been convened because of an "impasse" that developed between Harcourt and Omniscope Advisors Inc. ("Omniscope"), the shareholders of the General Partner. This impasse has become the subject of a court proceeding involving an application for an oppression remedy under the *Business Corporations Act* (Ontario) that has been made by Harcourt against, among others, the Fund, the General Partner and Omniscope for the purpose of, among other things, dissolving the Fund. According to Harcourt, the impasse has also precluded RBC PH&N IC from obtaining a net asset valuation for the Fund since September 30, 2008 despite RBC PH&N IC's repeated requests for such a valuation. Furthermore, Harcourt has also advised that Limited Partners are unable to redeem their units of the Fund because the direct and indirect underlying hedge fund holdings of the Fund have suspended the redemption of their units or shares, as the case may be.

Court Appointed Receivership and Court Approved Dissolution of Fund

As a result of these developments, RBC PH&N IC determined that it would be in the best interests of our clients to apply to the Ontario Superior Court of Justice (the "Court") for orders appointing KPMG Inc. ("KPMG") as the Receiver and Manager of the assets, undertakings and properties of the Fund (the "Receiver") and approving the dissolution of the Fund. RBC PH&N IC determined that a Court

supervised receivership and dissolution process would be the most appropriate way to dissolve the Fund for the following reasons:

(a) the Receiver, as a Court-appointed officer, will be an independent party and will therefore be in a better position, compared to the General Partner or a privately-appointed receiver, to resolve or otherwise address issues that may arise in the course of dissolving the Fund;

(b) the complexity of the structure of the Fund and its investments, the key agreements and relationships, the realization process and potential tax implications make it appropriate to have a Court-supervised process;

(c) the Receiver has experience and expertise relevant to the proposed dissolution of the Fund that the General Partner may not have; and

(d) the transparency afforded by a Court-supervised process is desirable and important given the circumstances described above.

An application has therefore been made to the Court (the "Application") for a Court-supervised receivership and dissolution of the Fund that is the subject of two separate Court hearings. The first hearing (the "Initial Hearing") took place on August 6, 2009 and the second hearing (the "Dissolution Hearing") is scheduled to take place on August 27, 2009.

The Initial Hearing

Upon completion of the Initial Hearing, the Court issued an order (the "Initial Order") authorizing the appointment of KPMG as Receiver of the Fund with broad, customary authority and powers in respect of the property of the Fund but subject to restrictions on the Receiver's ability to exercise more specific authority and powers to terminate, or consent to the termination, of any forward contract to which the Fund is a party or to sell or otherwise dispose of any material portion of any property of the Fund pending completion of the Dissolution Hearing or without the prior consent of the Court. The Initial Order also approved the delivery of this letter to the Limited Partners as notice of the Court proceedings in relation to the dissolution of the Fund, including the Initial Order and the Dissolution Hearing.

The Initial Order was made without prejudice to the right of any interested person to return to court on August 21, 2009 to seek to vary any provision of the Initial Order, including the appointment of the Receiver. To that end, a 3-hour appointment has been booked with the Court for August 21, 2009. If anyone intends to come back for this purpose, they must:

(1) provide notice to the Applicant and the Receiver by August 14, 2009; and

(2) deliver their motion materials in support of any requested change by the close of business on August 18, 2009.

The Dissolution Hearing

While the details of the order to be sought during the Dissolution Hearing (the "Dissolution Order") will be the subject of further discussion, it is presently contemplated that the Dissolution Order will include the following:

(a) an order dissolving the Fund with effect upon the filing by the Receiver of a certificate that confirms that the Receiver has completed its realization on all of the Fund's property and

distributed the proceeds of such realization to the persons entitled to receive such distributions;

(b) an order confirming that the Receiver is permitted to exercise all of the authority and powers granted to it pursuant to the Initial Order and that it is no longer subject to any of the restrictions imposed upon it by the Initial Order; and

(c) any directions or changes to the authority and powers of the Receiver thought necessary or desirable by the Receiver or the applicant in connection with the conduct of the receivership and dissolution process.

Any person wishing to oppose the Dissolution Order is required to serve on the Service List available from the Receiver a notice setting out the basis for such opposition and a copy of the materials that are to be used to oppose the Dissolution Order at least three days before the date set for the Dissolution Hearing, or such shorter time as the Court, by order, may allow.

Access to Receiver and Documents

Our clients and other Limited Partners may contact the Receiver directly with any questions or concerns that they may have in relation to the dissolution and receivership of the Fund by calling or emailing the Receiver using the following telephone number or email address:

Telephone Number – 1-866-602-6745
Email Address - belmontfund@kpmg.ca

The Receiver has also established a website that the Receiver will update on a regular basis. The website is located at www.kpmg.ca/belmontfund. The website provides Limited Partners and other stakeholders with access to, among other things, the Receiver's correspondence with Limited Partners and other stakeholders, periodic status updates from the Receiver, all motion records and Court orders in relation to the receivership including, without limitation, the Initial Order and the Dissolution Order and any other documents that the Receiver considers relevant to those affected by the dissolution of the Fund.

Sincerely,

Rob McDonald
Vice-President, RBC Phillips, Hager & North Investment Counsel

RBC Phillips, Hager & North
Services-conseils en placements[mc]

RBC Phillips, Hager & North
Services-conseils en placements
Royal Trust Tower
77 King Street West, 39th Floor
Toronto, Ontario M5W 1P9

Le 7 août 2009

NOTICE

Fond Belmont Croissance Dynamique (« Fund »)
Nous vous écrivons au sujet de votre placement dans le fond mentionné ci-haut. La cour nous a ordonné de vous faire parvenir ce document immédiatement. Bien qu'il ne soit disponible qu'en anglais pour l'instant, nous vous le faisons parvenir afin que vous ayez en votre possession tous les détails et les dates importantes le plus rapidement possible. Comme nous savons que votre langue de prédilection est le français, nous traduirons ce document et nous vous ferons parvenir une version en français dès que possible. Dans l'entremise, veuillez contacter votre conseiller en placement pour toute question ou préoccupation.

Background
In October, 2008, Harcourt Investment Consulting AG ("Harcourt") advised RBC Phillips, Hager & North Investment Counsel Inc. ("RBC PH&N IC") that the Fund was no longer viable due to recent market turmoil and that steps would therefore be taken to dissolve the Fund.

In December, 2008, Belmont Dynamic GP Inc. (the "General Partner"), the general partner of the Fund, provided RBC PH&N IC with a draft notice of a meeting of the limited partners of the Fund (the "Limited Partners"). The meeting of the Limited Partners (the "Proposed Meeting") was to be held to consider and approve the dissolution of the Fund and to appoint the General Partner as the receiver and liquidator of the Fund (the "Proposed Meeting Objectives") in accordance with the terms and conditions of the Limited Partnership Agreement governing the operation of the Fund. RBC PH&N IC was generally supportive of the Proposed Meeting Objectives because it considered them to be in the best interests of those Limited Partners who were clients of RBC PH&N IC.

Unfortunately, the Proposed Meeting has never been convened because of an "impasse" that developed between Harcourt and Omniscope Advisors Inc. ("Omniscope"), the shareholders of the General Partner. This impasse has become the subject of a court proceeding involving an application for an oppression remedy under the *Business Corporations Act* (Ontario) that has been made by Harcourt against, among others, the Fund, the General Partner and Omniscope for the purpose of, among other things, dissolving the Fund. According to Harcourt, the impasse has also precluded RBC PH&N IC from obtaining a net asset valuation for the Fund since September 30, 2008 despite RBC PH&N IC's repeated requests for such a valuation. Furthermore, Harcourt has also advised that Limited Partners are unable to redeem their units of the Fund because the direct and indirect underlying hedge fund holdings of the Fund have suspended the redemption of their units or shares, as the case may be.

Court Appointed Receivership and Court Approved Dissolution of Fund

As a result of these developments, RBC PH&N IC determined that it would be in the best interests of our clients to apply to the Ontario Superior Court of Justice (the "Court") for orders appointing KPMG Inc. ("KPMG") as the Receiver and Manager of the assets, undertakings and properties of the Fund (the "Receiver") and approving the dissolution of the Fund. RBC PH&N IC determined that a Court supervised receivership and dissolution process would be the most appropriate way to dissolve the Fund for the following reasons:

(a) the Receiver, as a Court-appointed officer, will be an independent party and will therefore be in a better position, compared to the General Partner or a privately-appointed receiver, to resolve or otherwise address issues that may arise in the course of dissolving the Fund;

(b) the complexity of the structure of the Fund and its investments, the key agreements and relationships, the realization process and potential tax implications make it appropriate to have a Court-supervised process;

(c) the Receiver has experience and expertise relevant to the proposed dissolution of the Fund that the General Partner may not have; and

(d) the transparency afforded by a Court-supervised process is desirable and important given the circumstances described above.

An application has therefore been made to the Court (the "Application") for a Court-supervised receivership and dissolution of the Fund that is the subject of two separate Court hearings. The first hearing (the "Initial Hearing") took place on August 6, 2009 and the second hearing (the "Dissolution Hearing") is scheduled to take place on August 27, 2009.

The Initial Hearing

Upon completion of the Initial Hearing, the Court issued an order (the "Initial Order") authorizing the appointment of KPMG as Receiver of the Fund with broad, customary authority and powers in respect of the property of the Fund but subject to restrictions on the Receiver's ability to exercise more specific authority and powers to terminate, or consent to the termination, of any forward contract to which the Fund is a party or to sell or otherwise dispose of any material portion of any property of the Fund pending completion of the Dissolution Hearing or without the prior consent of the Court. The Initial Order also approved the delivery of this letter to the Limited Partners as notice of the Court proceedings in relation to the dissolution of the Fund, including the Initial Order and the Dissolution Hearing.

The Initial Order was made without prejudice to the right of any interested person to return to court on August 21, 2009 to seek to vary any provision of the Initial Order, including the appointment of the Receiver. To that end, a 3-hour appointment has been booked with the Court for August 21, 2009. If anyone intends to come back for this purpose, they must:

(1) provide notice to the Applicant and the Receiver by August 14, 2009; and

(2) deliver their motion materials in support of any requested change by the close of business on August 18, 2009.

The Dissolution Hearing

While the details of the order to be sought during the Dissolution Hearing (the "Dissolution Order") will be the subject of further discussion, it is presently contemplated that the Dissolution Order will include the following:

(a) an order dissolving the Fund with effect upon the filing by the Receiver of a certificate that confirms that the Receiver has completed its realization on all of the Fund's property and distributed the proceeds of such realization to the persons entitled to receive such distributions;

(b) an order confirming that the Receiver is permitted to exercise all of the authority and powers granted to it pursuant to the Initial Order and that it is no longer subject to any of the restrictions imposed upon it by the Initial Order; and

(c) any directions or changes to the authority and powers of the Receiver thought necessary or desirable by the Receiver or the applicant in connection with the conduct of the receivership and dissolution process.

Any person wishing to oppose the Dissolution Order is required to serve on the Service List available from the Receiver a notice setting out the basis for such opposition and a copy of the materials that are to be used to oppose the Dissolution Order at least three days before the date set for the Dissolution Hearing, or such shorter time as the Court, by order, may allow.

Access to Receiver and Documents

Our clients and other Limited Partners may contact the Receiver directly with any questions or concerns that they may have in relation to the dissolution and receivership of the Fund by calling or emailing the Receiver using the following telephone number or email address:

Telephone Number – 1-866-602-6745
Email Address - belmontfund@kpmg.ca

The Receiver has also established a website that the Receiver will update on a regular basis. The website is located at www.kpmg.ca/belmontfund. The website provides Limited Partners and other stakeholders with access to, among other things, the Receiver's correspondence with Limited Partners and other stakeholders, periodic status updates from the Receiver, all motion records and Court orders in relation to the receivership including, without limitation, the Initial Order and the Dissolution Order and any other documents that the Receiver considers relevant to those affected by the dissolution of the Fund.

Sincerely,

Rob McDonald
Vice-President, RBC Phillips, Hager & North Investment Counsel

RBC Dominion Securities Inc.
Royal Trust Tower
77 King Street West, 39th Floor
Toronto, ON M5W 1P9

August 7, 2009

NOTICE

Re: Belmont Dynamic Growth Fund (the "Fund")

We are writing to you in connection with your investment in the Fund.

Background

In October, 2008, Harcourt Investment Consulting AG ("Harcourt") advised RBC Dominion Securities Inc. ("RBCDS") that the Fund was no longer viable due to recent market turmoil and that steps would therefore be taken to dissolve the Fund.

In December, 2008, Belmont Dynamic GP Inc. (the "General Partner"), the general partner of the Fund, provided RBCDS with a draft notice of a meeting of the limited partners of the Fund (the "Limited Partners"). The meeting of the Limited Partners (the "Proposed Meeting") was to be held to consider and approve the dissolution of the Fund and to appoint the General Partner as the receiver and liquidator of the Fund (the "Proposed Meeting Objectives") in accordance with the terms and conditions of the Limited Partnership Agreement governing the operation of the Fund. RBCDS was generally supportive of the Proposed Meeting Objectives because it considered them to be in the best interests of those Limited Partners who were clients of RBCDS.

Unfortunately, the Proposed Meeting has never been convened because of an "impasse" that developed between Harcourt and Omniscope Advisors Inc. ("Omniscope"), the shareholders of the General Partner. This impasse has become the subject of a court proceeding involving an application for an oppression remedy under the *Business Corporations Act* (Ontario) that has been made by Harcourt against, among others, the Fund, the General Partner and Omniscope for the purpose of, among other things, dissolving the Fund. According to Harcourt, the impasse has also precluded RBCDS from obtaining a net asset valuation for the Fund since September 30, 2008 despite RBCDS' repeated requests for such a valuation. Furthermore, Harcourt has also advised that Limited Partners are unable to redeem their units of the Fund because the direct and indirect underlying hedge fund holdings of the Fund have suspended the redemption of their units or shares, as the case may be.

Court Appointed Receivership and Court Approved Dissolution of Fund

As a result of these developments, RBCDS determined that it would be in the best interests of our clients to apply to the Ontario Superior Court of Justice (the "Court") for orders appointing KPMG Inc. ("KPMG") as the Receiver and Manager of the assets, undertakings and properties of the Fund (the "Receiver") and approving the dissolution of the Fund. RBCDS determined that a Court supervised receivership and dissolution process would be the most appropriate way to dissolve the Fund for the following reasons:

(a) the Receiver, as a Court-appointed officer, will be an independent party and will therefore be in a better position, compared to the General Partner or a privately-appointed receiver, to resolve or otherwise address issues that may arise in the course of dissolving the Fund;

(b) the complexity of the structure of the Fund and its investments, the key agreements and relationships, the realization process and potential tax implications make it appropriate to have a Court-supervised process;

(c) the Receiver has experience and expertise relevant to the proposed dissolution of the Fund that the General Partner may not have; and

(d) the transparency afforded by a Court-supervised process is desirable and important given the circumstances described above.

An application has therefore been made to the Court (the "Application") for a Court-supervised receivership and dissolution of the Fund that is the subject of two separate Court hearings. The first hearing (the "Initial Hearing") took place on August 6, 2009 and the second hearing (the "Dissolution Hearing") is scheduled to take place on August 27, 2009.

The Initial Hearing

Upon completion of the Initial Hearing, the Court issued an order (the "Initial Order") authorizing the appointment of KPMG as Receiver of the Fund with broad, customary authority and powers in respect of the property of the Fund but subject to restrictions on the Receiver's ability to exercise more specific authority and powers to terminate, or consent to the termination, of any forward contract to which the Fund is a party or to sell or otherwise dispose of any material portion of any property of the Fund pending completion of the Dissolution Hearing or without the prior consent of the Court. The Initial Order also approved the delivery of this letter to the Limited Partners as notice of the Court proceedings in relation to the dissolution of the Fund, including the Initial Order and the Dissolution Hearing.

The Initial Order was made without prejudice to the right of any interested person to return to court on August 21, 2009 to seek to vary any provision of the Initial Order, including the appointment of the Receiver. To that end, a 3-hour appointment has been booked with the Court for August 21, 2009. If anyone intends to come back for this purpose, they must:

(1) provide notice to the Applicant and the Receiver by August 14, 2009; and

(2) deliver their motion materials in support of any requested change by the close of business on August 18, 2009.

The Dissolution Hearing

While the details of the order to be sought during the Dissolution Hearing (the "Dissolution Order") will be the subject of further discussion, it is presently contemplated that the Dissolution Order will include the following:

(a) an order dissolving the Fund with effect upon the filing by the Receiver of a certificate that confirms that the Receiver has completed its realization on all of the Fund's property and distributed the proceeds of such realization to the persons entitled to receive such distributions;

(b) an order confirming that the Receiver is permitted to exercise all of the authority and powers granted to it pursuant to the Initial Order and that it is no longer subject to any of the restrictions imposed upon it by the Initial Order; and

(c) any directions or changes to the authority and powers of the Receiver thought necessary or desirable by the Receiver or the applicant in connection with the conduct of the receivership and dissolution process.

Any person wishing to oppose the Dissolution Order is required to serve on the Service List available from the Receiver a notice setting out the basis for such opposition and a copy of the materials that are to be used to oppose the Dissolution Order at least three days before the date set for the Dissolution Hearing, or such shorter time as the Court, by order, may allow.

Access to Receiver and Documents

Our clients and other Limited Partners may contact the Receiver directly with any questions or concerns that they may have in relation to the dissolution and receivership of the Fund by calling or emailing the Receiver using the following telephone number or email address:

Telephone Number – 1-866-602-6745
Email Address - belmontfund@kpmg.ca

The Receiver has also established a website that the Receiver will update on a regular basis. The website is located at www.kpmg.ca/belmontfund. The website provides Limited Partners and other stakeholders with access to, among other things, the Receiver's correspondence with Limited Partners and other stakeholders, periodic status updates from the Receiver, all motion records and Court orders in relation to the receivership including, without limitation, the Initial Order and the Dissolution Order and any other documents that the Receiver considers relevant to those affected by the dissolution of the Fund.

Sincerely,

Rob McDonald
Vice-President, RBC Dominion Securities

RBC Dominion valeurs mobilières

RBC Dominion valeurs mobilières Inc.
Royal Trust Tower
77 King Street West, 39th Floor
Toronto, ON M5W 1P9

Le 7 août 2009

NOTICE

Fond Belmont Croissance Dynamique (« Fund »)
Nous vous écrivons au sujet de votre placement dans le fond mentionné ci-haut. La cour nous a ordonné de vous faire parvenir ce document immédiatement. Bien qu'il ne soit disponible qu'en anglais pour l'instant, nous vous le faisons parvenir afin que vous ayez en votre possession tous les détails et les dates importantes le plus rapidement possible. Comme nous savons que votre langue de prédilection est le français, nous traduirons ce document et nous vous ferons parvenir une version en français dès que possible. Dans l'entremise, veuillez contacter votre conseiller en placement pour toute question ou préoccupation.

Background
In October, 2008, Harcourt Investment Consulting AG ("Harcourt") advised RBC Dominion Securities Inc. ("RBCDS") that the Fund was no longer viable due to recent market turmoil and that steps would therefore be taken to dissolve the Fund.

In December, 2008, Belmont Dynamic GP Inc. (the "General Partner"), the general partner of the Fund, provided RBCDS with a draft notice of a meeting of the limited partners of the Fund (the "Limited Partners"). The meeting of the Limited Partners (the "Proposed Meeting") was to be held to consider and approve the dissolution of the Fund and to appoint the General Partner as the receiver and liquidator of the Fund (the "Proposed Meeting Objectives") in accordance with the terms and conditions of the Limited Partnership Agreement governing the operation of the Fund. RBCDS was generally supportive of the Proposed Meeting Objectives because it considered them to be in the best interests of those Limited Partners who were clients of RBCDS.

Unfortunately, the Proposed Meeting has never been convened because of an "impasse" that developed between Harcourt and Omniscope Advisors Inc. ("Omniscope"), the shareholders of the General Partner. This impasse has become the subject of a court proceeding involving an application for an oppression remedy under the *Business Corporations Act* (Ontario) that has been made by Harcourt against, among others, the Fund, the General Partner and Omniscope for the purpose of, among other things, dissolving the Fund. According to Harcourt, the impasse has also precluded RBCDS from obtaining a net asset valuation for the Fund since September 30, 2008 despite RBCDS' repeated requests for such a valuation. Furthermore, Harcourt has also advised that Limited Partners are unable to redeem their units of the Fund because the direct and indirect underlying hedge fund holdings of the Fund have suspended the redemption of their units or shares, as the case may be.

Court Appointed Receivership and Court Approved Dissolution of Fund
As a result of these developments, RBCDS determined that it would be in the best interests of our clients to apply to the Ontario Superior Court of Justice (the "Court") for orders appointing KPMG Inc. ("KPMG") as the Receiver and Manager of the assets, undertakings and properties of the Fund (the "Receiver") and approving the dissolution of the Fund. RBCDS determined that a Court supervised receivership and dissolution process would be the most appropriate way to dissolve the Fund for the following reasons:

(a) the Receiver, as a Court-appointed officer, will be an independent party and will therefore be in a better position, compared to the General Partner or a privately-appointed receiver, to resolve or otherwise address issues that may arise in the course of dissolving the Fund;

(b) the complexity of the structure of the Fund and its investments, the key agreements and relationships, the realization process and potential tax implications make it appropriate to have a Court-supervised process;

(c) the Receiver has experience and expertise relevant to the proposed dissolution of the Fund that the General Partner may not have; and

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An application has therefore been made to the Court (the "Application") for a Court-supervised receivership and dissolution of the Fund that is the subject of two separate Court hearings. The first hearing (the "Initial Hearing") took place on August 6, 2009 and the second hearing (the "Dissolution Hearing") is scheduled to take place on August 27, 2009.

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(1) provide notice to the Applicant and the Receiver by August 14, 2009; and

(2) deliver their motion materials in support of any requested change by the close of business on August 18, 2009.

The Dissolution Hearing

While the details of the order to be sought during the Dissolution Hearing (the "Dissolution Order") will be the subject of further discussion, it is presently contemplated that the Dissolution Order will include the following:

(a) an order dissolving the Fund with effect upon the filing by the Receiver of a certificate that confirms that the Receiver has completed its realization on all of the Fund's property and distributed the proceeds of such realization to the persons entitled to receive such distributions;

(b) an order confirming that the Receiver is permitted to exercise all of the authority and powers granted to it pursuant to the Initial Order and that it is no longer subject to any of the restrictions imposed upon it by the Initial Order; and

(c) any directions or changes to the authority and powers of the Receiver thought necessary or desirable by the Receiver or the applicant in connection with the conduct of the receivership and dissolution process.

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Sincerely,

Rob McDonald
Vice-President, RBC Dominion Securities

Appendix H

Belmont Dynamic Growth Fund

Financial Statements
December 31, 2007

PRICEWATERHOUSECOOPERS

PricewaterhouseCoopers LLP
Chartered Accountants
PO Box 82
Royal Trust Tower, Suite 3000
Toronto Dominion Centre
Toronto, Ontario
Canada M5K 1G8
Telephone +1 416 863 1133
Facsimile +1 416 365 8215

April 1, 2008

AUDITORS' REPORT

To the Unitholders of
Belmont Dynamic Growth Fund

We have audited the statements of investment portfolio and the net assets as at December 31, 2007 of Belmont Dynamic Growth Fund (the Fund) and the statements of operations, changes in net assets and cash flows for the year then ended. These financial statements are the responsibility of the fund's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the fund as at December 31, 2007 and the results of its operations, the changes in its net assets and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

PricewaterhouseCoopers LLP

Chartered Accountants, Licensed Public Accountants

Belmont Dynamic Growth Fund

Statement of Net Assets

As at December 31

(expressed in Canadian dollars, unless otherwise stated)

	2007	2006
	$	$
Assets		
Equity swap contracts	**20,393,336**	1,336,272
Cash	**4,441**	416
Pending swap contracts (note 3)	**—**	449,110
	20,397,777	1,785,798
Liabilities		
Accrued expenses	**117,232**	6,044
Payable under pending swap contracts	**—**	9,128
	117,232	15,172
Net Assets and Partners' Equity	**20,280,545**	1,770,626
Partners' Equity		
Capital contributions	**20,946,414**	1,733,524
Accumulated undistributed earnings (loss)	**(665,869)**	37,102
Net Assets and Partners' Equity	**20,280,545**	1,770,626
Total net assets and partners' equity by class		
Class AC	**431,425**	—
Class FC	**15,754,522**	476,050
Class FU	**4,094,598**	1,294,576
Number of units outstanding (note 4)		
Class AC	**4,500.00**	—
Class FC	**147,686.57**	4,623.34
Class FU	**38,533.83**	10,812.82
Net asset value per unit		
Class AC	**95.87**	—
Class FC	**106.68**	102.97
Class FU (in CA$)	**106.26**	119.73
Class FU (in US$)	**107.19**	102.74

Approved on Behalf of the General Partner

_____ Director

_____ Director

The accompanying notes are an integral part of the financial statements.

Belmont Dynamic Growth Fund

Statement of Operations

For the year ended December 31, 2007

and period from August 1, 2006 (commencement of operations) to December 31, 2006

(expressed in Canadian dollars, unless otherwise stated)

	2007 $	2006 $
Investment income		
Interest	**23,055**	362
Expenses		
Administrative	**13,870**	3,706
Audit fee	**11,050**	—
Trustee fee	**36,586**	—
Forward fee	**92,284**	1,725
Other	**—**	613
	153,790	6,044
Net investment loss for the period	**(130,735)**	(5,682)
Realized and unrealized gain (loss) on investments		
Realized gain on investments	**80,652**	—
Realized gain on foreign exchange	**10,092**	304
Net change in unrealized appreciation (depreciation) on investments (including translation adjustment)	**(662,980)**	42,480
Net gain (loss) on investments	**(572,236)**	42,784
Increase (decrease) in net assets from operations for the period	**(702,971)**	37,102
Increase (decrease) in net assets by class		
Class AC	**(18,575)**	—
Class FC	**(251,528)**	1,050
Class FU	**(432,868)**	36,052
Increase (decrease) in net assets by class from operations for the period	**(702,971)**	37,102
Increase (decrease) in net assets by class from operations per unit[1]		
Class AC	**(4.13)**	—
Class FC	**(3.42)**	3.00
Class FU (in CA$)	**(15.47)**	4.99
Class FU (in US$)	**(14.41)**	4.28

(1) Increase (decrease) in net assets from operations per unit is calculated by dividing the increase (decrease) in net assets from operations of the class of the Fund by the weighted average number of units of the respective class during the period.

The accompanying notes are an integral part of these financial statements.

Belmont Dynamic Growth Fund

Statement of Changes in Net Assets

For the year ended December 31, 2007

and period from August 1, 2006 (commencement of operations) to December 31, 2006

(expressed in Canadian dollars, unless otherwise stated)

	2007 $	2006 $
Net assets - Beginning of period		
Class AC	—	—
Class FC	**476,050**	—
Class FU	**1,294,576**	—
	1,770,626	—
Capital transactions		
Proceeds from issue		
Class AC	**450,000**	—
Class FC	**15,530,000**	475,000
Class FU	**3,232,890**	1,258,524
	19,212,890	1,733,524
Increase (decrease) in net assets from operations		
Class AC	**(18,575)**	—
Class FC	**(251,528)**	1,050
Class FU	**(432,868)**	36,052
	(702,971)	37,102
Net assets - End of period	**20,280,545**	1,770,626
Net assets by class		
Class AC	**431,425**	—
Class FC	**15,754,522**	476,050
Class FU	**4,094,598**	1,294,576
	20,280,545	1,770,626

The accompanying notes are an integral part of these financial statements.

Belmont Dynamic Growth Fund

Statement of Cash Flows

For the year ended December 31, 2007

and period from August 1, 2006 (commencement of operations) to December 31, 2006

(expressed in Canadian dollars, unless otherwise stated)

	2007 $	2006 $
Cash provided by (used in)		
Operating activities		
Net investment loss for the period	**(130,735)**	(5,682)
Net purchase of equity swap contract	**(19,639,392)**	(1,293,792)
Net change in non-cash balances related to operations	**551,170**	(433,938)
Foreign exchange gain	**10,092**	304
	(19,208,865)	(1,733,108)
Financing activities		
Capital contributions	**19,212,890**	1,733,524
Increase in cash during the period	**4,025**	416
Cash - Beginning of period	**416**	—
Cash - End of period	**4,441**	416

The accompanying notes are an integral part of these financial statements.

Belmont Dynamic Growth Fund

Statement of Investment Portfolio

As at December 31, 2007

(expressed in Canadian dollars, unless otherwise stated)

Number of shares	Description	Average cost $	Fair value $
161,223	Angiotech Pharmaceuticals Inc.	1,240,854	552,995
4,516	Axcan Pharma Inc.	73,075	102,468
79,773	Bombardier Inc., sub-voting, Class B	339,017	475,447
10,210	Canadian Hydro Developers Inc.	59,753	65,344
3,626	Cardiome Pharma Corporation	44,577	32,307
9,999	Catalyst Paper Corporation	33,290	15,698
2,182	Celestica Inc., sub-voting	24,625	12,634
75,784	CGI Group Inc., sub-voting, Class A	700,890	878,337
11,208	Cognos Inc.	450,226	640,201
2,533	Cott Corporation	44,589	16,591
125,610	Emergis Inc.	901,880	1,030,002
44,562	FNX Mining Company Inc.	1,404,105	1,348,000
2,957	Galleon Energy Inc. sub-voting, Class A	50,687	45,834
31,154	Gildan Activewear Inc.	1,354,159	1,275,445
44,835	HudBay Minerals Inc.	1,200,303	874,283
68,677	Ivanhoe Mines Ltd.	908,948	741,712
60,114	Kinross Gold Corporation	847,112	1,100,087
23,436	MacDonald, Dettwiler & Associates Ltd.	1,111,971	978,453
20,821	Major Drilling Group International Inc.	1,167,017	1,303,395
43,112	Martinrea International Inc.	620,218	526,828
7,170	MEGA Brands Inc.	149,406	44,454
41,934	Nortel Networks Corporation	834,755	628,172
30,664	Nuvista Energy Ltd.	444,472	401,698
43,032	Opti Canada Inc.	935,310	714,331
208,287	Patheon Inc.	901,883	649,855
27,115	Research In Motion Ltd.	1,627,620	3,052,064
62,599	RONA Inc.	1,417,588	1,067,312
12,351	Sino-Forest Corporation	328,251	264,805
29,568	Stantech Inc.	972,045	1,149,900
47,356	WestJet Airlines Ltd.	720,418	1,065,983
	Total equities subject to swap under forward contract (103.82%)	**20,909,044**	**21,054,635**
	Derivative Instruments		
	Unrealized gain (loss) on equity swap under forward contract (-3.26%)	—	(661,299)
	Notional investment in 176,960 units of Belmont Dynamic Growth Segregated Portfolio Class A (underlying fund) under equity swap contract (100.56%)	**20,909,044**	**20,393,336**
	Other liabilities, less assets (-0.56%)		**(112,791)**
	Total net assets (100%)		**20,280,545**

The accompanying notes are an integral part of these financial statements.

Belmont Dynamic Growth Fund
Notes to the Financial Statements
December 31, 2007

1. Background

Belmont Dynamic Growth Fund (the Fund) is a limited partnership established under the laws of Ontario pursuant to a limited partnership agreement dated June 9, 2006. The general partner of the Fund is Belmont Dynamic GP Inc. (the general partner) and is responsible for managing the day-to-day business of the Fund.

Through a swap agreement or agreements with National Bank of Canada (the counterparty), the Fund provides the partners with exposure to the returns of the Belmont Dynamic Growth Segregated Portfolio (the underlying fund). The Fund purchases Canadian equity securities, which it then swaps to the counterparty in exchange for the return on a notional investment in the underlying fund. The swap contracts mature on August 1, 2016 or at an agreed date. The underlying fund is organized under the laws of the Cayman Islands and has Harcourt Investment Consulting AG as its manager (underlying fund manager). The underlying fund manager owns all of the voting shares of the underlying fund. The underlying fund's investment objective is to invest, on a leveraged basis, in various specialized funds of hedge funds managed by the underlying fund manager.

The general partner has retained Accilent Capital Management Inc. (the investment adviser), an Ontario corporation, as investment advisor to the Fund.

2. Summary of Significant Accounting Policies

The financial statements are prepared in accordance with Canadian generally accepted accounting principles (GAAP). The following is a summary of the significant accounting policies of the Fund.

Valuation of investments and forward contracts

The Canadian Institute of Chartered Accountants' (CICA) Handbook Section 3855, Financial Instruments - Recognition and Measurement, which applies to the interim periods and fiscal years beginning on or after October 1, 2006, requires that the fair value of financial instruments, which are actively traded, be measured based on the bid/ask price for the security. Prior to that, fair value for GAAP was based on the last traded price for the day, when available.

Section 3855 also requires that transaction costs, such as brokerage commissions, incurred in the purchase and sale of securities by the Fund be charged to net income in the year. Accordingly, transaction costs are expensed and are included in "Transaction costs" in the Statement of Operations. For financial reporting purposes, from the inception, the Fund complied with these requirements and accordingly, investments are recorded in the accounts at their fair value, determined as follows:

The Fund's investments in the equities subject to swap (swap basket) have offsetting market risks against the Forward Contracts and accordingly, the value of any security in the swap basket is valued on the same basis as specified in the Forward Contracts Agreement.

Foreign exchange

Foreign currency amounts are translated into Canadian dollars as follows: market values of investments, other assets and liabilities at the closing rate of exchange on each valuation date; and income, expenses and purchases, sales and settlements of investments and derivatives at the average exchange rate for the year.

Investment transactions and income recognition

Investment transactions are accounted for on the trade date for financial statement purposes and any realized gains and losses from such transactions are calculated on an average cost basis. Investment income is recognized on the accrual basis.

Valuation of partnership units

Net asset value per unit for the Fund is calculated at the close of business on a calculation date in accordance with the limited partnership agreement.

Allocation of Fund's net income or loss from operations

99.999% of the net income or loss from operations of the Fund for the fiscal year will be allocated to limited partners at the end of the fiscal year in proportion to the class and number of limited partnership units owned. The Fund is not itself a taxable entity. Accordingly, no provision for income taxes is recorded in these financial statements. The partners will be taxable on their pro rata share of the Fund's net investment income for income tax purposes. The assets and liabilities reported in these financial statements reflect only those of the Fund and not the individual partners.

Use of estimates

The preparation of financial statements in accordance with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the reporting date and the reported amounts of income and expenses during the reporting year. Actual results could differ from those estimates.

3. Pending swap contracts

Pending swap contracts reported on the statement of net assets represents the market value of equity securities acquired, which will be added to the equity swap contract on the next contract upsizing date after the year-end.

4. Partners' equity

The Fund is authorized to issue an unlimited number of Classes AC, AU, FC and FU units, each of which represents an equal, undivided interest in the net assets of the Fund. Partners are entitled to redeem their units outstanding at the end of each fiscal quarter. Units will be redeemed at the net asset value per unit of the relevant class on the redemption date.

For the year ended December 31, 2007 and for the period ended December 31, 2006, net capital transactions of the Fund consisted of the following:

	2007		
	Class AC	Class FC	Class FU
Unit transactions			
Balance – Beginning of year	-	4,623.34	10,812.82
Units issued	4,500.00	143,063.23	27,721.01
Balance – End of year	4,500.00	147,686.57	38,533.83

	2006		
	Class AC	Class FC	Class FU
Unit transactions			
Balance – Beginning of year	-	-	-
Units issued	-	4,623.34	10,812.82
Balance – End of year	-	4,623.34	10,812.82

5. Income and expenses

The general partner is entitled to 0.0001% of the net income or loss from operations of the Fund.

The Fund pays the general partner an administration fee monthly in arrears equal to 1/12 of 1.1% of the class net asset value of the Classes AC and AU and 1/12 of 0.1% of the class net asset value of the Classes FC and FU.

The Fund pays the general partner an administration fee of up to 0.50% per annum on the US dollar value of the notional investment in the underlying fund, payable quarterly in arrears.

The Fund pays all of the expenses relating to its operation and carrying on of its business, including legal and audit fees, interest, taxes, administrative costs relating to the cost of financial and other reports and compliance with all applicable laws, regulations and policies. Brokerage commissions paid on securities transactions are not considered to be part of total expenses. These commissions are included in the cost of purchasing, or netted out of the proceeds from selling securities.

The general partner is reimbursed for expenses incurred in the performance of its duties. The general partner also may absorb or waive, at its discretion, any of the Fund's expenses. During the year ended December 31, 2007, the general partner absorbed professional fees amounting to $nil (2006: $nil).

6. Filing exemption

The Fund is relying on the exemption pursuant to Section 2.11 of National Instrument 81-106, not to file its financial statements with the Ontario Securities Commission.

7. Brokerage commissions

Total brokerage and soft dollar commissions paid by the fund during the year were $nil (2006: $nil).

8. Risks

The Fund is exposed to the following key risks:

Market risk

The equity swap price is based on the market value of the notional investment in participating shares of the underlying fund. The value of the Fund's equity swap contract will vary directly with the market value and return of the underlying fund.

Counterparty credit risk

The Fund does not have direct ownership of, or interest in, participating shares of the underlying fund. The Fund accesses the economic return of the underlying fund by means of the equity swap contract with the counterparty. The Fund holds no security in respect of the counterparty's obligations under the equity swap contract and the Fund is subject to the risk of non-performance of the counterparty of its obligations under the equity swap contract. To reduce this risk, the Fund's counterparty is a bank listed in Schedule I or Schedule II of the Bank Act (Canada) or an affiliate thereof.

Currency risk

Class AC and FC units of the Fund are denominated in Canadian dollars, while the underlying fund is denominated in US dollars. Therefore, these classes of units are exposed to the risk of unfavourable fluctuations in the rate of exchange between the Canadian dollar and the US dollar. The fund manages this risk through a currency hedge embedded in share basket forward transaction arrangement.

9. Recent Accounting Pronouncements

On December 1, 2006, the Canadian Institute of Chartered Accountants ("CICA") issued Section 1535 Capital Disclosures, Section 3862, Financial Instruments — Disclosure and Section 3863, Financial Instruments — Presentation. These new standards apply to fiscal years beginning on or after October 1, 2007. These new standards enhance existing disclosure and presentation of financial instruments and capital. The existing requirements related to presentation of financial instruments remain unchanged in these financial statements. The impact of the new standards on financial instruments disclosures of the fund is under review.

Appendix
I

BELMONT CUSTOMIZED DYNAMIC GROWTH SPC

NET ASSET VALUE STATEMENTS

PERIOD JANUARY 1 THRU JULY 31, 2009

(In USD)

STATEMENT OF ASSETS AND LIABILITIES ** ASSETS **	July 31, 2009 Unaudited		June 30, 2009 Unaudited	
Investments, at value:	*cost*	*market value*	*cost*	*market value*
Equities	0	0	-	-
Fund investments	12,030,420	9,165,920	12,689,734	9,747,424
Bonds	0	0	-	-
Discount papers	0	0	-	-
Options	0	0	-	-
	12,030,420	9,165,920	12,689,734	9,747,424
Unrealized gain on financial instruments:				
Contracts for differences	0		-	
Forward contracts	0		0	
Futures contracts	0		0	
		0		0
Cash and cash equivalents:				
Cash at banks	655		657	
Deposits	0		0	
		655		657
Repurchase agreements		0		-
Short term loans		0		0
Due from brokers:				
Balances according to statements	1,714,803		1,487,025	
Receivable gains on forward contracts, expiring after reporting date	0		0	
		1,714,803		1,487,025
Receivable for investments sold		349,062		-
Prepaid subscriptions		0		-
Accrued interest on bonds		0		-
Overdue coupon interest receivable		0		-
Interest paid in advance on bonds purchased		0		-
Accrued interest on repurchase agreements		0		-
Interest receivable on bank, broker and other balances		0		-
Dividends receivable on shares		0		-
Other receivables and prepaid expenses		0		-
Receivable from Belmont ABL		1,247,985		1,247,985
Organizational expenses	0		0	
less: Cumulative amortization	0		0	
Deferred organizational expenses		0		-
Receivable for fund shares sold		0		-
Redemptions paid in advance		0		-
Total Assets		**12,478,424**		**12,483,090**

BELMONT CUSTOMIZED DYNAMIC GROWTH SPC

NET ASSET VALUE STATEMENTS

PERIOD JANUARY 1 THRU JULY 31, 2009

(In USD)

STATEMENT OF ASSETS AND LIABILITIES ** LIABILITIES **	July 31, 2009 Unaudited		June 30, 2009 Unaudited	
Investments sold short, at value:	*proceeds*	*market value*	proceeds	market value
Equities	0	0	-	-
Bonds	0	0	-	0
Discount papers	0	0	-	0
Options	0	0	-	0
	0	0	-	0
Unrealized loss on financial instruments:				
Contracts for differences	0		0	
Forward contracts	0		-	
Futures contracts	0		0	
		0		0
Due to brokers:				
Balances according to statements	0		0	
Payable losses on forward contracts, expiring after reporting date	0		0	
		0		-
Reverse repurchase agreements		0		0
Short term loans		0		-
Payable for investments purchased		0		-
Redemptions received in advance		0		-
Accrued interest on bonds		0		-
Overdue coupon interest payable		0		0
Interest received in advance on bonds sold		0		0
Accrued interest on reverse repurchase agreements		0		0
Interest payable on bank, broker and other balances		0		0
Dividends payable on shares sold short		0		0
Distribution payable		0		0
Other payables and accrued expenses:				
Management fees	17,321		12,228	
Performance fees	0		-	
Administrative services	2,500		2,500	
Audit fees	3,653		3,796	
Director fees	112		112	
Fund Serv fees	10,091		17,628	
Custody fees	977		662	
Other payables and accrued expenses	845		634	
		35,500		37,560
Overpayment of redemption FI RX 11/08		0		-
Payable for fund shares repurchased		2,262,900		2,262,900
Total Liabilities		2,298,400		2,300,460
NET ASSETS		**10,180,024**		**10,182,630**
Number of shares outstanding Class A:		**187,142.5472**		**187,142.5472**
Net Asset Value per share Class A: **184002**	-0.02%	**$ 53.04**	-0.06%	**$ 53.06**
Number of shares outstanding Class B:		**5,478.7870**		**5,478.7870**
Net Asset Value per share Class B: **184102**	-0.11%	**$ 46.23**	-0.14%	**$ 46.27**

BELMONT CUSTOMIZED DYNAMIC GROWTH SPC

NET ASSET VALUE STATEMENTS

PERIOD JANUARY 1 THRU JULY 31, 2009

(In USD)

STATEMENT OF OPERATIONS	January 1 thru July 31, 2009 Unaudited		January 1 thru June 30, 2009 Unaudited	
Investment Income				
Income:				
Interest: · Bonds	0		-	
· Discount papers	0		-	
· Repurchase agreements	0		-	
· Loans	0		-	
· Bank and broker balances	342		342	
		342		342
Dividends (gross income)	0		-	
less : Withholding tax	0		-	
		0		-
Other income		0		-
Total income		342		342
Expenses:				
Interest: · Bonds	0		-	
· Discount papers	0		-	
· Reverse repurchase agreements	0		-	
· Loans	0		-	
· Bank and broker balances	87,873		87,873	
Dividends on short sales	0		-	
Management fees	33,360		28,267	
Performance fees	0		-	
Administrative services	9,150		7,900	
Audit fees	1,571		1,347	
Director fees	0		-	
Legal fees	869		600	
Custody fees	4,417		4,101	
Bank and broker expenses	5,066		4,812	
Amortized organizational expenses	0		-	
General and other expenses	94,244		91,753	
Total expenses		236,549		226,653
Net investment income (loss)		(236,207)		(226,311)
Realized and unrealized gains (losses) on investments				
Realized gains (losses) on investments in:				
Securities		(198,702)		(128,449)
Options		0		-
Contracts for differences		0		-
Futures contracts		0		-
Forward contracts		0		-
Foreign currency exchange		3,905		3,171
		(194,797)		(125,279)
Unrealized appreciation (depreciation) on investments in:	Beginning of year	End of period	Beginning of year	End of period
Securities	(2,167,824)	(2,864,500)	(2,167,824)	(2,942,310)
Options	0	0	-	-
Contracts for differences	0	0	-	-
Futures contracts	0	0	-	-
Forward contracts	0	0	-	-
	(2,167,824)	(2,864,500)	(2,167,824)	(2,942,310)
Increase (decrease) unrealized appreciation on investments		(696,676)		(774,486)
Unrealized gains (losses) on foreign currency exchange:				
Beginning of year (1-1-2008)	928		928	
End of period	(2,162)		(1,161)	
		(3,090)		(2,089)
Net realized and unrealized gains (losses) on investments		(894,563)		(901,854)
Net increase (decrease) in net assets resulting from operations		**(1,130,770)**		**(1,128,165)**

BELMONT CUSTOMIZED DYNAMIC GROWTH SPC

NET ASSET VALUE STATEMENTS

PERIOD JANUARY 1 THRU JULY 31, 2009

(In USD)

STATEMENT OF CHANGES IN NET ASSETS	January 1 thru July 31, 2009 Unaudited		January 1 thru June 30, 2009 Unaudited	
Increase (decrease) in net assets from operations:				
Net investment income (loss)		(236,207)		(226,311)
Net realized gains (losses) on investments		(194,797)		(125,279)
Increase (decrease) unrealized appreciation on investments		(696,676)		(774,486)
Net unrealized gains (losses) on foreign currency exchange		(3,090)		(2,089)
Net increase (decrease) in net assets resulting from operations		(1,130,770)		(1,128,165)
Distribution to Stockholders		0		-
From capital stock transactions:				
Proceeds from sales of shares	0		-	
Cost of repurchases of shares	1		1	
Increase (decrease) in net assets resulting from capital stock transactions		1		1
Net increase (decrease) in net assets		(1,130,770)		(1,128,164)
Net Assets:				
Beginning of year (1-1-2008)		11,310,794		11,310,794
End of period		**10,180,024**		10,182,630

STATEMENT OF CASH FLOWS	July 31, 2009 Unaudited		June 30, 2009 Unaudited	
Cash Flow from Operating Activities				
Changes in other receivables		3,686,231		4,035,293
Changes in other liabilities		(3,994,100)		(3,992,040)
Net cash provided by operating activities		(307,869)		43,253
Cash Flow from Investment Activities				
Purchases of portfolio securities		-		-
Sales of portfolio securities		2,254,393		2,254,393
Net realized and unrealized gains/ (losses) on foreign currency exchange		814		1,081
Net realized gains/ (losses) on futures/forward contracts/contracts for differences		-		-
Net Investment Income		(236,207)		(226,311)
Net cash provided by investment activities		2,019,000		2,029,163
Cash Flow from Financing Activities				
Distribution to Stockholders		-		-
Proceeds from sales of shares		-		-
Cost of repurchases of shares		1		1
Net cash provided by financing activities		1		1
Cash and Cash equivalents				
Net increase/(decrease) for the year		1,711,132		2,072,417
Beginning of year		4,326		212,423
Total Cash		1,715,458		2,284,840
Cash and Cash equivalents as per statement of Assets and Liabilities		**1,715,458**		**1,487,682**

Appendix
J

From: AMS CFS IRG 1 [amscfsirg1@citco.com]

Sent: Friday, May 09, 2008 11:43 AM

To: Sasha Martin

Cc: AIS Ltd Investor Services; René Kim; HarcourtCFS@Citco.com; AMS CFS IRG 1

Subject: Belmont Dynamic Growth approval request

Hi Sasha,

Please be advised that we have received the following request:

Dynamic Growth A

Date rcvd	Amount/Shares	Description	NAV date	Shh	Shh remark
5/9/08	20,000 shares	redemption	6/30/2008	Bank Vontobel AG	Bank Vontobel Seedmoney

Please advise if you wish to approve this and if a fee should be applied.
If I can be of any further assistance please do not hesitate to contact me.

Kind regards,

Steven Croes
Investor Relations Officer

Citco Fund Services
Naritaweg 165
1043 BW Amsterdam
The Netherlands

Phone: +31 20 5722 489
Fax: +31 20 5722 610
Email: scroes@citco.com
Group Email: amscfsirg1@citco.com
Website: www.citco.com

Citco Investor Relations operating in: Amsterdam • Bahamas • Bermuda • Cayman • Cork • Curaçao • Dublin • Luxembourg • New York • San Francisco • Sydney • Toronto

Appendix
K

CITCO
Citco Fund Services
(Europe) B.V.

Confirmation of Order Received

SIS SEGAINTERSETTLE AG
DIVISION GLOBAL FUNDS SERVICES
CH-4601 OLTEN
SWITZERLAND

Date : Aug-05-2008
Fund ID : 184002
Holder ID : 00672302
Account ID : 00000003
Order No. : 887417
Email : MELANIE.JOST@SISCLEAR.COM
FAX Number : 0041 44 288 5610

Account: SIS SEGAINTERSETTLE AG/CH104026

BELMONT SPC BELMONT DYNAMIC GROWTH SEGREGATED PORTFOLIO CLASS A

We confirm receipt of your instruction to REDEEM from
BELMONT SPC at the next dealing date

Trade Date	Oct-01-2008
Settlement Date	Oct-30-2008
Valuation/NAV Date	Sep-30-2008
Type of transaction	Redemption
Fund Currency	USD
non voting redeemable participating shares class a	30,000.0000

Bank Name:	BROWN BROTHERS HARRIMAN AND CO
Bank Address 1:	NEW YORK
Bank Address 2:	USA
SWIFT Ref.:	BBHCUS33
Beneficiary Acct No:	4945317
Beneficiary Name:	SIS SEGAINTERSETTLE AG

Steven

Note 1: REF: SECOM 313442
For more information or any inquiries, please contact Citco Investor Relations Group
Tel: (31-20) 572 2850 Fax: (31-20) 572 2610 E-mail: amsterdamweb@citco.com

Citco Building
Telestone - Teleport
Naritaweg 165
1043 BW Amsterdam
The Netherlands

www.citco.com

Phone: (31-20) 5722100
Fax: (31-20) 5722610
Chamber of Commerce 33253773

Appendix
L

[Date]

[Address]

Dear Client,

Re: <u>Belmont Dynamic Growth Fund</u>

We are writing to you in connection with your investment in the Fund.

Further to our letter to you dated August ●, 2009, [●RBCDS or RBCPHN] determined that a Court supervised receivership and dissolution process would be the most appropriate way to dissolve the Fund. Further to this, an application was made to the Court for a Court-supervised receivership and dissolution of the Fund that is the subject of two separate Court hearings. At the first hearing on August 6, 2009, the court issued an order appointing KPMG Inc. as the Receiver and Manager of the Fund (the "Receiver"). The second hearing, which was originally scheduled to take place on August 27, 2009, took place on October 21, 2009 (the "Dissolution Hearing").

Dissolution Hearing

[On October 21, 2009, the Court granted an order permitting the dissolution of the Fund to commence. The Receiver shall undertake the interim steps required to effect the dissolution and once these steps are effected, will file a certificate which will result in the final dissolution of the Fund.]

Claims Process

On October 19, 2009 the Receiver issued its First Report to the Court (the "First Report"). A copy of the First Report is available for review at www.kpmg.ca/belmontfund.

In the First Report, among other things, the Receiver advised the Court that it intends to undertake a claims process to quantify the liabilities of the Fund. While the Receiver is not yet in a position to make any distributions to the Unitholders of the Fund, the Receiver believes that it would be prudent to obtain this information as soon as possible. With respect to the number of units held in the Fund, the Receiver will be relying upon the records of [●RBCDS or RBCPHN] and will not be requesting information from the Limited Partners, nor requiring the Limited Partners to file a claim in respect of their equity claims..

With respect to the claims process, the attached Notice will be published in the Globe and Mail and LaPresse within the next few weeks inviting any creditors or other claimants of the Fund to present their claims to the Receiver. **Please note this notice is not requesting you or any other RBC client to submit a proof of claim to the Receiver with respect to your investment in the Fund.** The information necessary to substantiate the unitholders' claims has been provided by

RBC to the Receiver. If you wish details of the information relating to your unitholdings, as submitted to the Receiver, please contact the undersigned or the Receiver at belmontfund@kpmg.ca.

If you have any other potential claims against the Fund, other than in respect of your unitholdings, it will be necessary to file a claim in accordance with the claims procedures in place, details of which can be found at www.kpmg.ca/belmontfund. Please note the claims bar date has been set as December 5, 2009 at 4:00 pm (Eastern Standard Time).

Should you have any questions or concerns, please contact your Investment Counselor or KPMG at [●].

Yours truly,