A copy of this preliminary prospectus has been filed with the securities regulatory authorities in each of the provinces and territories of Canada but has not yet become final for the purpose of the sale of securities. Information contained in this preliminary prospectus may not be complete and may have to be amended. The securities may not be sold until a receipt for the prospectus is obtained from the securities regulatory authorities.

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and only by persons permitted to sell these securities.

Initial Public Offering **PRELIMINARY PROSPECTUS** January 24, 2005

BROMPTON *Advantaged* EQUAL WEIGHT OIL & GAS INCOME FUND

Maximum ● (● Units)

Brompton Advantaged Equal Weight Oil & Gas Income Fund, an investment trust established under the laws of the Province of Ontario, proposes to offer transferable, redeemable Units at a price of $10.00 per Unit. The Fund's investment objectives are to provide Unitholders with the benefits of high monthly tax advantaged cash distributions and low management fees together with the opportunity for capital appreciation based on the performance of an equally weighted diversified portfolio of Oil & Gas Income Trusts held on a passive basis.

The Fund intends to pay monthly Distributions in an amount equal to distributions paid by the Oil & Gas Income Trusts included in the Portfolio, less expenses of the Fund and O&G Trust. The Units of the Fund would have a yield as at January 18, 2005 of approximately 10.4% per annum based on the Indicative Portfolio and certain other assumptions described in this prospectus under "The Portfolio — Indicative Portfolio". Such distributions are expected to consist of returns of capital and capital gains for income tax purposes. These distributions are intended to benefit Unitholders because returns of capital are generally not subject to tax (but reduce the adjusted cost base of the Units) and distributions of capital gains will generally be taxed at a lower rate than distributions of interest and other ordinary income. The level of distributions paid by the Fund to Unitholders will depend upon payments received by the Fund under the Forward Agreement which in turn depend upon the distributions received by O&G Trust from the Oil & Gas Income Trusts included in the Portfolio and therefore is expected to fluctuate from month to month. See "Distributions". The initial distribution will be payable to Unitholders of record on March 31, 2005 and will be paid no later than April 14, 2005. The first distribution will reflect a partial period (from the Closing Date to March 31, 2005).

The Portfolio will comprise an approximate equal dollar amount of units of each Oil & Gas Income Trust listed on the TSX that pays a Regular Distribution and that has a Market Capitalization of at least $500 million at the time of investment. The Portfolio will be rebalanced quarterly so that immediately following such rebalancing, the Oil & Gas Income Trusts included in the Portfolio are equally weighted. Between quarterly rebalancing dates O&G Trust may, at the discretion of the Manager, invest in public offerings of new Oil & Gas Income Trusts that qualify for inclusion in the Portfolio. See "Investment Guidelines and Rebalancing Criteria of O&G Trust".

The return to the Unitholders and the Fund will be dependent upon the return on the Portfolio by virtue of a forward purchase and sale agreement with the Counterparty. The Fund will use the net proceeds of the Offering to acquire a portfolio consisting primarily of common shares of Canadian public companies. To achieve exposure to the Portfolio, the Fund will enter into the Forward Agreement with the Counterparty pursuant to which the Counterparty will agree to pay to the Fund on the Forward Termination Date, as the purchase price for the Common Share Portfolio, an amount equal to 100% of the redemption proceeds of the number of units of O&G Trust, a newly formed trust which will own the Portfolio, specified in the Forward Agreement. The Fund will also partially settle the Forward Agreement prior to the Forward Termination Date in order to fund: (i) monthly distributions on the Units; (ii) redemptions and repurchases of Units from time to time; and (iii) operating expenses and other liabilities of the Fund. See "The Forward Agreement".

Brompton AOG Management Limited will act as the manager of the Fund and of O&G Trust. The Manager will provide all administrative services required by the Fund and O&G Trust. The Manager will be responsible for the execution of the Fund's investment strategy, which includes acquiring the Common Share Portfolio and entering into the Forward Agreement, and the investment strategy of O&G Trust, which includes borrowings under the Loan Facility and purchasing the Oil & Gas Income Trusts to comprise the Portfolio and maintaining the Portfolio in accordance with the Investment Guidelines and the Rebalancing Criteria. See "The Manager" and "Investment Guidelines and Rebalancing Criteria of O&G Trust".

Price: $10.00 per Unit

	Price to the Public	Agents' Fee	Net Proceeds to the Fund(1)
Per Unit	$ 10.00	$ 0.525	$ 9.475
Minimum Total Offering(2)(3)	$ ●	$ ●	$ ●
Maximum Total Offering(3)	$ ●	$ ●	$ ●

Notes:

(1) Before deducting the expenses of the Offering, estimated to be $ ● , which, together with the Agents' fee, will be paid by the Fund from the proceeds of the Offering.

(2) There will be no Closing unless a minimum of ● Units are sold.

(3) The Fund has granted to the Agents an Over-Allotment Option, exercisable for a period of 30 days from the Closing Date, to offer additional Units in an amount up to 15% of the aggregate number of Units sold on the Closing Date on the same terms as set forth above solely to cover over-allotments, if any. If the Over-Allotment Option is exercised in full under the maximum Offering the price to the public, Agents' fee and net proceeds will be $ ● , $ ● and $ ● , respectively. This prospectus also qualifies the grant of the Over-Allotment Option and the distribution of the Units issuable on the exercise of the Over-Allotment Option. See "Plan of Distribution".

Units may be surrendered for redemption in December of each year subject to certain conditions. Unitholders whose Units are redeemed will receive a redemption price equal to 100% of the Net Asset Value per Unit (less any costs associated with the redemption, including brokerage costs), which, by virtue of the Forward Agreement, will be dependent upon the performance of O&G Trust. Payment of the redemption price will be made on or before the tenth Business Day in January, subject to the Manager's right to suspend redemptions in certain circumstances. See "Redemption of Units" and "Risk Factors".

There is currently no market through which the Units may be sold and purchasers may not be able to resell securities purchased under the prospectus. The terms of the Offering were established through negotiation between the Agents and the Manager on behalf of the Fund.

There is no guarantee that an investment in the Fund will earn any positive return in the short or long term nor is there any guarantee that the Net Asset Value per Unit will be preserved. An investment in the Fund is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment and who can withstand the effect of a Distribution not being made in any period. There are certain risk factors associated with an investment in Units. See "Risk Factors".

On Closing, the Fund will enter into the Forward Agreement with the Counterparty, which may be a Canadian chartered bank affiliate of one of the Agents. In addition, following the Closing, it is intended that O&G Trust will enter into a Loan Facility with one or more lenders which are anticipated to be Canadian chartered bank affiliates of one or more of the Agents. Accordingly, the Fund may be considered to be a "connected issuer" to such Agents. See "Plan of Distribution".

RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., HSBC Securities (Canada) Inc., Canaccord Capital Corporation, Desjardins Securities Inc., First Associates Investments Inc., Raymond James Ltd., Dundee Securities Corporation, IPC Securities Corporation, Wellington West Capital Inc., Acadian Securities Incorporated, Newport Securities Inc. and Research Capital Corporation, as agents, conditionally offer the Units for sale, subject to prior sale, on a best efforts basis, if, as and when issued, sold and delivered by the Fund in accordance with the conditions contained in the Agency Agreement referred to under "Plan of Distribution" and subject to the approval of certain legal matters on behalf of the Fund by Stikeman Elliott LLP and on behalf of the Agents by Davies Ward Phillips & Vineberg LLP. This prospectus also qualifies the distribution to the Manager at Closing of a right entitling the Manager to receive, upon exercise on or before the last Business Day of each month for so long as the Manager acts as manager to the Fund, payment of the Management Fee for such month in Units.

Subscriptions for Units will be received subject to rejection or allotment in whole or in part and the Fund reserves the right to close the subscription books at any time without notice. The Agents may over-allot or effect transactions as described under "Plan of Distribution". Registrations of interests in and transfers of Units will be made only through a book-based system administered by The Canadian Depository for Securities Limited. A book-entry only certificate representing the Units will be issued in registered form only to CDS or its nominee and will be deposited with CDS on the date of Closing, which is expected to occur on or about ● , 2005 or such later date as the Fund and the Agents may agree, but in any event not later than ● **,** 2005. A purchaser of Units will receive a customer confirmation from the registered dealer from or through which the Units are purchased, and will not have the right to receive physical certificates evidencing their ownership. See "Details of the Offering — Delivery Form and Denomination".

Although units of O&G Trust are not being offered to the public, the Fund has agreed to obtain a receipt for a prospectus of O&G Trust from the Autorité des marchés financiers. The Fund has also agreed to deliver a copy of such prospectus to purchasers of Units in the Province of Québec prior to such purchase of Units by any person in the Province of Québec.

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ELIGIBILITY FOR INVESTMENT

In the opinion of Stikeman Elliott LLP, counsel for the Fund, and Davies Ward Phillips & Vineberg LLP, counsel for the Agents, provided that the Fund qualifies as a mutual fund trust or a registered investment within the meaning of the Tax Act, the Units will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans and registered education savings plans. Provided that the Fund qualifies as a mutual fund trust and complies with its Investment Restrictions relating to the acquisition and holding of foreign property or is a registered investment as defined in the Tax Act, Units will not constitute foreign property for the purposes of Part XI of the Tax Act. If these conditions are not satisfied, Units may be foreign property in certain circumstances.

PROSPECTUS SUMMARY

The following is a summary of the principal features of this Offering and should be read together with the more detailed information and financial data and statements contained elsewhere in this prospectus. Certain capitalized terms used, but not defined, in this summary are defined in the "Glossary of Terms".

The Fund

Brompton AOG Management Limited has established Brompton Advantaged Equal Weight Oil & Gas Income Fund, an investment trust established under the laws of the Province of Ontario.

Rationale for the Fund and Investment Objectives

The Fund's investment objectives are to provide Unitholders with the benefits of high monthly tax advantaged cash distributions and low management fees together with the opportunity for capital appreciation based on the performance of an equally weighted diversified portfolio of Oil & Gas Income Trusts held on a passive basis.

The Portfolio investments will provide diversification in production area and geological formation, with 56% of production of the Indicative Portfolio currently weighted towards natural gas. The equal weight approach reduces the risk to investors of exposure to any single investment. The Portfolio will be comprised of the more senior Oil & Gas Income Trusts listed on the TSX as measured by Market Capitalization. These trusts generally have demonstrated track records of growing production, reserves and market value. It is estimated that a significant portion of the Distributions will be a return of capital for tax purposes which provides tax advantages to Unitholders since, to the extent that such Distributions are a return of capital, they are not included in income but will reduce the adjusted cost base of a Unitholder's Units.

The Offering

The Offering	A minimum of ● Units and a maximum of ● Units.
Amount	A minimum of $● and a maximum of $●.
Price	$10.00 per Unit.
Monthly Distributions	The Fund intends to pay monthly Distributions in an amount equal to the distributions paid by the Oil & Gas Income Trusts included in the Portfolio, less expenses of the Fund and O&G Trust. The Units of the Fund would have had a yield as at January 18, 2005 of approximately 10.4% per annum based on the Indicative Portfolio and certain other assumptions as described in this prospectus under "Distributions". The level of Distributions paid by the Fund to Unitholders will depend on payments received by the Fund under the Forward Agreement which in turn depend upon the distributions received by O&G Trust from the Oil & Gas Income Trusts included in the Portfolio. Accordingly, the amount of monthly distributions may fluctuate from month to month and there can be no assurance that the Fund will make any distributions in any particular month or months. The Fund intends that Distributions will be payable to Unitholders of record on the last Business Day of the month and will be paid no later than the tenth Business Day of the subsequent month. The initial Distribution will be payable to Unitholders of record on March 31, 2005 and will be paid no later than April 14, 2005. The first Distribution will reflect a partial period (from the Closing Date to March 31, 2005) and will not be an

amount that reflects a full Distribution. See "Risk Factors".

Such Distributions are expected to consist of returns of capital and capital gains. These Distributions are intended to benefit Unitholders because returns of capital are generally not subject to tax (but reduce the adjusted cost base of the Units) and distributions of capital gains will generally be taxed at a lower rate than distributions of interest and other ordinary income. See "Distributions and Reinvestment – Monthly Distributions".

Use of Proceeds The Fund will use the net proceeds of the Offering (including any net proceeds from the exercise of the Over-Allotment Option) to acquire the Common Share Portfolio which will be subject to the Forward Agreement.

Investment Strategy To achieve exposure to the Portfolio, the Fund will enter into the Forward Agreement with the Counterparty pursuant to which the Counterparty will agree to pay to the Fund on or about the Forward Termination Date (or earlier in whole or in part at the request of the Fund) as the purchase price for the Common Share Portfolio an amount equal to 100% of the redemption proceeds of the number of units of O&G Trust specified in the Forward Agreement. This amount may be more or less than the original subscription price of the Units. Accordingly, the return to the Unitholders and the Fund will be dependent upon the return on the Portfolio by virtue of the Forward Agreement. Neither the Fund nor the Unitholders will have any ownership interest in the Portfolio. The Fund will partially settle the Forward Agreement prior to the Forward Termination Date in order to fund: (i) monthly distributions on the Units; (ii) redemptions and repurchases of Units from time to time; and (iii) operating expenses and other liabilities of the Fund. Upon entering into the Forward Agreement, the long-term debt of the Counterparty must be rated at least A by Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P'') or have an equivalent rating from Dominion Bond Rating Service Limited, Moody's Investors Service, Inc., Fitch Ratings or any of their respective successors.

O&G Trust O&G Trust will be a newly created investment trust established prior to the Closing of the Offering pursuant to a declaration of trust for the purpose of acquiring the Portfolio.

Oil & Gas Natural gas reserves in North America have declined by approximately 30% over the past 20 years while consumption of natural gas has increased by 36% over the same period. The share of total energy consumption in Canada supplied by natural gas has increased from 26% in 1998 to 31% in 2002, during a period of rising overall energy demand. In the past 5 years 200,000 megawatts of new electrical generating capacity have been constructed in the U.S. Approximately 94% of these new plants utilize natural gas fired turbines, contributing to the increased demand for natural gas. Major new exploration opportunities, such as in the Beaufort Sea, are becoming increasingly limited and will require construction of pipelines that will not be available for several years. The supply of natural gas in North America is generally constrained by pipeline transportation, thereby limiting the available supply to North American consumers. Alternative sources of supply such as liquefied natural gas from offshore suppliers are increasing but are not expected to have a significant impact on the natural gas market for several years. As the largest supplier of imported gas to the United States, Canadian exports have doubled over the decade.

Over the past ten years, worldwide consumption of oil has increased by 17%, whereas the supply of oil, measured by worldwide reserves, has increased by only 12%. Demand in developing countries has increased dramatically and now accounts for a much greater proportion of worldwide consumption than just ten years ago. For example, China and India now account for 11% of world consumption compared to less than 7% in 1993. This rising trend is expected to continue. However, it has become more difficult and expensive to find and develop significant oil deposits to match this increasing level of demand. This supply and demand disparity has contributed to the upward trend in the price of oil.

Oil & Gas Income Trusts

An Oil & Gas Income Trust is an Income Fund where the principal underlying business is the conventional production and sale of oil and/or natural gas. These Oil & Gas Income Trusts pay out a high percentage of the cash flow received from the production and sale of underlying crude oil and natural gas to unitholders. As at January 18, 2005 the Oil & Gas Income Trusts listed on the TSX had an aggregate Market Capitalization of $36 billion, and the Oil & Gas Income Trusts included in the Indicative Portfolio represented approximately 93% of such aggregate Market Capitalization and 23 of the 30 Oil & Gas Income Trusts listed on the TSX. These Oil & Gas Income Trusts had an average reserve life index of 10.2 years based on production rates for the first quarter of 2004 and 2003 year end reserves. The Indicative Portfolio was slightly gas weighted with an average of 56% of production from natural gas. See “Oil & Gas Income Trusts”.

The Portfolio

The Portfolio will consist of all Oil & Gas Income Trusts listed on the TSX having a Market Capitalization of at least $500 million at the time of investment and that pay a Regular Distribution. The Portfolio will, at the time of acquisition, be equally weighted based on the Total Assets of O&G Trust divided by the number of Oil & Gas Income Trusts included in the Portfolio.

Quarterly Rebalancing

The Portfolio will be rebalanced quarterly to adjust for changes in the market value of investments, to add any Oil & Gas Income Trusts which at the time of rebalancing newly qualify for inclusion and to remove any Oil & Gas Income Trusts that have a Market Capitalization of less than $350 million or that otherwise no longer meet the Investment Guidelines. Between quarterly rebalancing dates O&G Trust may, at the discretion of the Manager, invest in public offerings of new Oil & Gas Income Trusts that qualify for inclusion in the Portfolio. As a result of changes in market prices of the Oil & Gas Income Trusts in the Portfolio and possible investment in public offerings of new Oil & Gas Income Trusts between rebalancing dates, it is not expected that the Oil & Gas Income Trusts included in the Portfolio will be exactly equally weighted at any given time. See “Investment Guidelines and Rebalancing Criteria of O&G Trust”.

The Indicative Portfolio

The following table sets forth the 23 Oil & Gas Income Trusts, securities of which would have comprised the Portfolio assuming the Portfolio was acquired and equally weighted as at January 18, 2005:

Brompton Advantaged Equal Weight Oil & Gas Income Fund
Indicative Portfolio
As at January 18, 2005

Issuer	Symbol	Current Yield	Market Capitalization	Portfolio Weighting
			($millions)	
Acclaim Energy Trust	AE.UN	13.2%	1,528	4.35%
Advantage Energy Income Fund	AVN.UN	15.3%	879	4.35%
APF Energy Trust	AY.UN	16.2%	700	4.35%
ARC Energy Trust	AET.UN	9.7%	3,430	4.35%
Baytex Energy Trust	BTE.UN	13.9%	859	4.35%
Bonavista Energy Trust	BNP.UN	11.6%	1,687	4.35%
Crescent Point Energy Trust	CPG.UN	11.5%	511	4.35%
Enerplus Resources Fund	ERF.UN	9.4%	4,664	4.35%
Enterra Energy Trust	ENT.UN	7.2%	584	4.35%
Focus Energy Trust	FET.UN	9.4%	730	4.35%
Freehold Royalty Trust	FRU.UN	8.4%	542	4.35%
Harvest Energy Trust	HTE.UN	10.2%	962	4.35%
NAL Oil & Gas Trust	NAE.UN	13.5%	754	4.35%
Paramount Energy Trust	PMT.UN	14.2%	1,100	4.35%
Pengrowth Energy Trust	PGF.B	14.8%	3,386	4.35%
Petrofund Energy Trust	PTF.UN	11.6%	1,646	4.35%
Peyto Energy Trust	PEY.UN	4.7%	2,336	4.35%
PrimeWest Energy Trust	PWI.UN	13.0%	1,921	4.35%
Progress Energy Trust	PGX.UN	12.4%	901	4.35%
Provident Energy Trust	PVE.UN	12.3%	1,654	4.35%
Shiningbank Energy Income Fund	SHN.UN	12.5%	1,193	4.35%
Vermilion Energy Trust	VET.UN	10.0%	1,226	4.35%
Viking Energy Royalty Trust	VKR.UN	13.7%	772	4.35%
Average		11.7%		

Source: Bloomberg.

The information in the table above is based on publicly available information, is historical and is not intended to be, and should not be construed as, an indication of the future levels of market value or Current Yield. This table is for illustrative purposes only and should not be construed as a forecast or projection. The Portfolio may or may not include securities of the foregoing Oil & Gas Income Trusts and may include securities of Oil & Gas Income Trusts which are not set out above.

Loan Facility	Following Closing, it is intended that O&G Trust will enter into the Loan Facility with one or more Canadian chartered banks or other lending institutions in order to provide O&G Trust with the ability to utilize leverage to enhance O&G Trust's total return. A portion of the Loan Facility, not to exceed 10% of the Total Assets of O&G Trust determined at the time of borrowing, will be used by O&G Trust to purchase additional securities of Oil & Gas Income Trusts to be included in the Portfolio. In the event that the total amount borrowed by O&G Trust under this portion of the Loan Facility at any time exceeds 20% of the Total Assets of O&G Trust, the Manager will sell securities of Oil & Gas Income Trusts held by O&G Trust in an orderly manner and use the proceeds thereof to reduce indebtedness so that the amount borrowed by O&G Trust under this portion of the Loan Facility does not exceed 20% of Total Assets of O&G Trust. In addition, O&G Trust may borrow up to 5% of the Total Assets of O&G Trust determined at the time of borrowing for working capital purposes and to invest in public offerings of new Oil & Gas Income Trusts that qualify for inclusion in the Portfolio. See "Loan Facility".
Annual Redemption of Units	Units may be surrendered for redemption in December of any year, but must be surrendered at least 20 Business Days prior to the Redemption Date. Units surrendered for redemption will be redeemed on the Redemption Date at a redemption price per Unit equal to 100% of the Net Asset Value per Unit on the Redemption Date (less any costs associated with the redemption, including brokerage costs) which, by virtue of the Forward Agreement, will be dependent upon the performance of O&G Trust and the Net Asset Value of O&G Trust units. For the purposes of calculating the Net Asset Value of O&G Trust units on the Redemption Date, the value of the units of the Oil & Gas Income Trusts comprising the Portfolio will be equal to the weighted average trading price of such units over the last three Business Days of the month of December as described under "Valuation, Total Assets and Net Asset Value". Payment of the redemption price will be made on or before the tenth Business Day in January, subject to the Manager's right to suspend redemptions in certain circumstances. The Net Asset Value per Unit will vary depending on a number of factors. See "Valuation, Total Assets and Net Asset Value", "Redemption of Units" and "Risk Factors".
Issuance of Units	The Fund will not issue Units for net proceeds per Unit less than the most recently calculated Net Asset Value per Unit prior to the date of the setting of the subscription price without the approval of Unitholders by an Extraordinary Resolution.
Repurchase of Units	The Declaration of Trust provides that, subject to applicable law, the Fund may, in its sole discretion, from time to time purchase (in the open market or by invitation for tenders) Units for cancellation up to a maximum in any 12 month period of 10% of the number of Units outstanding, in all cases at a price per Unit not exceeding the Net Asset Value per Unit on the Valuation Date immediately prior to the date of any such purchase of Units. See "Declaration of Trust – Repurchase of Units".
Manager	Brompton AOG Management Limited (the "Manager") will act as the manager of the Fund and of O&G Trust. The Manager will provide all administrative services required by the Fund and O&G Trust. The Manager will be

	responsible for execution of the Fund's investment strategy, which includes acquiring the Common Share Portfolio and entering into the Forward Agreement, and the investment strategy of O&G Trust, which includes borrowings under the Loan Facility and purchasing the Oil & Gas Income Trusts to comprise the Portfolio and maintaining the Portfolio in accordance with the Investment Guidelines and Rebalancing Criteria. The Manager is a member of the Brompton Group of companies which provides specialized financial products and services to corporate, institutional and individual clients. Brompton currently manages nine public investment funds and private capital with total assets exceeding \$2 billion. See "The Manager".
Trustee	Computershare Trust Company of Canada will act as Trustee of the Fund. The Manager will act as trustee of O&G Trust.
Registrar, Transfer Agent and Distribution Agent	●
Termination of the Fund	On or about March 31, 2015, the Fund will be terminated and Unitholders will receive their pro rata share of the net assets of the Fund after the Forward Agreement is settled and all expenses and other liabilities of the Fund have been paid or provided for, unless an alternative to termination has been approved by Extraordinary Resolution of the Unitholders. See "Declaration of Trust – Termination of the Fund".

Summary of Fees and Expenses Payable by the Fund

The following table contains a summary of the fees and expenses payable by the Fund. For further particulars, see "Fees and Expenses Payable by the Fund".

Type of Charge	Description of Charge
Agents' Fee	$0.525 per Unit (5.25%).
Expenses of the Issue	The expenses of the Offering are estimated to be $● which, together with the Agents' fee, will be paid by the Fund.
Management Fee	The Manager will receive a Management Fee from the Fund and O&G Trust which in aggregate is equal to 0.45% per annum of the Net Asset Value of the Fund, calculated and payable monthly in arrears, plus applicable taxes. The Management Fee may be paid in cash or Units at the option of the Manager. To the extent that Units are issued from treasury for this purpose, Units will be issued at the Net Asset Value per Unit. See "Fees and Expenses Payable by the Fund – Management Fee".
Service Fee	The Fund will pay to the Manager a Service Fee (calculated quarterly and paid as soon as practicable after the end of each calendar quarter) equal to 0.30% per annum of the Net Asset Value of the Fund, plus applicable taxes. The Service Fee will be applied by the Manager to pay a service fee in an equivalent aggregate amount, plus applicable taxes, to dealers based on the number of Units held by clients of such dealers at the end of the relevant quarter. See "Fees and Expenses Payable by the Fund – Service Fee".
Ongoing Expenses of the Fund	The amounts payable by the Counterparty to the Fund under the Forward Agreement will be reduced by 0.40% per annum of the notional amount of the Forward Agreement, being the value of the securities upon which the payment obligation of the Counterparty under the Forward Agreement is based, plus an amount equal to approximately 0.15% which may vary based on the hedging costs incurred in connection with the Common Share Portfolio. Each of the Fund and O&G Trust will also pay for all of its respective expenses incurred in connection with its operation and administration, estimated to be $● for the Fund and $● for O&G Trust per annum (assuming an Offering size of approximately $● million). See "Fees and Expenses — Ongoing Expenses". Each of the Fund and O&G Trust will also be responsible for its costs of Portfolio transactions and any extraordinary expenses which may be incurred from time to time and, for O&G Trust, debt service costs. See "Fees and Expenses Payable by the Fund – Ongoing Expenses" and "The Manager – Management Agreements".

Risk Factors

An investment in Units is subject to certain risk factors, including:

(i) volatility of the price of oil and natural gas; (ii) the fact that reserve and recovery estimates are only estimates; (iii) fluctuations in distributions and the value of the Oil & Gas Income Trusts included in the Portfolio, including as a result of general risks inherent in equity investments and risks relating to the specific business activities of Oil & Gas Income Trusts such as commodity prices; (iv) the effect of interest rate fluctuations; (v) the fact that Units may trade in the market at a discount to the Net Asset Value per Unit; (vi) the possibility of the Fund being unable to acquire or dispose of illiquid securities; (vii) the possibility that the Fund may become taxable; (viii) certain Tax Proposals could have the effect of denying certain deductions that would otherwise be available to the Fund with after-tax returns to the Unitholders reduced as a result; (ix) changes in tax or other legislation; (x) risks associated with O&G Trust's use of leverage; (xi) the possible loss of investment; (xii) the Fund's lack of operating history and the current absence of a public trading market for the Units; (xiii) the risks associated with securities lending; (xiv) the potential for conflicts of interest; (xv) the Fund not being subject to regulation as a mutual fund; (xvi) there is no assurance that the Fund will be able to pay monthly Distributions and, as a consequence of entering into the Forward Agreement, the Fund will forgo the benefits of any increase in the value of the Common Share Portfolio; (xvii) counterparty risks associated with the Forward Agreement; and (xviii) the fact that if, contrary to the advice of counsel to the Fund and to the Agents or as a result of a change of law, upon physical settlement of the Forward Agreement the character and timing of the gain under the Forward Agreement were other than a capital gain on the sale of the securities thereunder, after-tax returns to Unitholders could be reduced. See "Risk Factors".

Canadian Federal Income Tax Considerations

Generally, a Unitholder will be required to include in computing income for a taxation year the amount of the Fund's net income for the taxation year, including net realized taxable capital gains, paid or payable to the Unitholder in the taxation year. Provided the Fund elects in accordance with the Tax Act to have each of its Canadian securities (including Common Share Portfolio securities) treated as capital property, gains or losses realized by the Fund on the sale of Canadian securities will be taxed as capital gains or capital losses. Distributions by the Fund to a Unitholder in excess of the Unitholder's share of the Fund's net income and net realized capital gains will reduce the adjusted cost base of the Unitholder's Units. To the extent that the adjusted cost base of a Unit held as capital property would otherwise be less than zero, the Unitholder will be deemed to have realized a capital gain equal to that negative amount. A Unitholder who disposes of Units held as capital property (on redemption or otherwise) will realize a capital gain to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed the adjusted cost base of Units. See "Canadian Federal Income Tax Considerations". Each investor should satisfy himself or herself as to the federal and provincial tax consequences of an investment in Units by obtaining advice from his or her tax advisor.

GLOSSARY OF TERMS

In this prospectus, the following terms shall have the meanings set forth below, unless otherwise indicated:

"**Additional Distribution**" means a Distribution that, if necessary, will be made in each year to Unitholders of record on December 31 in order that the Fund will generally not be liable to pay income tax, as described under "Distribution and Reinvestment – Monthly Distributions".

"**Agency Agreement**" means the agency agreement dated as of ●, 2005 among the Fund, the Manager and the Agents.

"**Agents**" means RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., HSBC Securities (Canada) Inc., Canaccord Capital Corporation, Desjardins Securities Inc., First Associates Investments Inc., Raymond James Ltd., Dundee Securities Corporation, IPC Securities Corporation, Wellington West Capital Inc., Acadian Securities Incorporated, Newport Securities Inc. and Research Capital Corporation.

"Approved Rating" means the long-term debt rating of the Counterparty or each successor counterparty of at least A by S&P or an equivalent rating from Dominion Bond Rating Service Limited, Moody's Investors Service, Inc., Fitch Ratings or any of their respective successors.

"**BCA**" means Brompton Capital Advisors Inc.

"**Book-Entry Only System**" means the book-based system administered by CDS.

"**Brompton**" means the Brompton Group of companies operating out of its offices in Toronto.

"**Business Day**" means any day except Saturday, Sunday, a statutory holiday in Toronto, Ontario or any other day on which the TSX is not open for trading.

"**CDS**" means The Canadian Depository for Securities Limited.

"**CDS Participant**" means a participant in CDS.

"**Closing**" means the issuance of Units pursuant to this prospectus on the Closing Date.

"**Closing Date**" means the date of the Closing, which is expected to be on or about ●, 2005 or such later date as the Fund and the Agents may agree, but in any event not later than ●, 2005.

"**Closing Market Price**" means the closing price of the Units on the TSX (or such other stock exchange on which the Units are listed, if the Units are no longer listed on the TSX) or, if there was no trade on the relevant Monthly Redemption Date, the average of the last bid and the last asking prices of the Units on the TSX (or such other stock exchange on which the Units are listed, if the Units are no longer listed on the TSX).

"Common Share Portfolio" means the portfolio consisting primarily of common shares of Canadian public companies.

"Counterparty" means ● and/or such other Canadian financial institutions or their affiliates as the Fund may approve.

"**CRA**" means the Canada Revenue Agency.

"**Current Yield**" as at any date means, for any issuer, the most recently reported monthly or quarterly per unit distribution for that issuer multiplied by 12 in the case of issuers that make monthly distributions and by four in the case of issuers that make quarterly distributions and divided by the closing price per unit of such issuer on such date.

"**Custodian**" means ●, in its capacity as custodian under the Custodian Agreement.

"**Custodian Agreement**" means the custodian agreement to be entered into on or prior to the Closing Date between the Fund and the Custodian, as it may be amended from time to time.

"**Declaration of Trust**" means the declaration of trust governing the Fund dated as of ●, 2005, as it may be amended from time to time.

"**Distribution(s)**" means the cash and *in specie* distribution(s) which are paid by the Fund to Unitholders.

"**Distribution Date**" means the date on which cash Distributions are paid by the Fund, such date to be no later than the date which is the tenth Business Day after the applicable Record Date.

"**Extraordinary Resolution**" means a resolution passed by the affirmative vote of at least 66 2/3% of the votes cast, either in person or by proxy, at a meeting of Unitholders called for the purpose of considering such resolution.

"Forward Agreement" means the forward purchase and sale agreement between the Fund and the Counterparty, as may be amended from time to time.

"**Forward Termination Date**" means the date specified in the Forward Agreement as the date upon which the Forward Agreement will terminate.

"**Fund**" means Brompton Advant

aged Equal Weight Oil & Gas Income Fund, an investment trust established under the laws of the Province of Ontario pursuant to the Declaration of Trust.

"**Fund Management Agreement**" means the management agreement dated ●, 2005 between the Manager and the Fund, as it may be amended from time to time.

"**Income Fund**" means a trust, limited partnership, corporation or other entity structured to pay a high level of distributions to its securityholders, including by way of interest payments, and to own, directly or indirectly: (i) debts and/or equity of an underlying corporation, partnership or other entity which carries on an active business; (ii) income producing real estate assets; or (iii) a royalty on revenues generated by assets or an underlying business activity; including business trusts, oil and gas trusts, power and pipeline trusts, real estate investment trusts and resource trusts. For these purposes, an Income Fund shall include an issuer which has issued income deposit securities, income participating securities or similar securities. The Manager will be entitled to determine whether an issuer is an Income Fund and the particular security of such issuer in which to invest and any such determination shall be conclusive.

"**Indicative Portfolio**" means the Oil & Gas Income Trusts whose securities would have comprised the Portfolio if it had been formed on January 18, 2005, as described under "The Portfolio – Indicative Portfolio".

"**Investment Guidelines**" means the investment guidelines to be followed by O&G Trust, as described under "Investment Guidelines and Rebalancing Criteria of O&G Trust".

"**Investment Restrictions**" means the investment restrictions of the Fund set forth in the Declaration of Trust restricting the investment activities of the Fund, as described under "The Declaration of Trust – Investment Restrictions".

"**Lenders**" means one or more Canadian chartered banks or other lending institutions.

"**Loan Facility**" means the loan facility to be entered into between O&G Trust and the Lenders as described under "Loan Facility".

"**Manager**" means the manager and administrator of the Fund and O&G Trust, namely Brompton AOG Management Limited, and if applicable, its successor.

"**Management Agreements**" means, collectively, the Fund Management Agreement and the O&G Management Agreement.

"**Management Fee**" means the management fee payable to the Manager, as more fully described under "Fees and Expenses Payable by the Fund - Management Fee".

"Market Capitalization" means the aggregate market value of an Income Fund's issued and outstanding units based on the closing price of such units on the trading day immediately preceding the calculation, as reported by the TSX, Thomson Financial, Bloomberg or such other independent supplier of such information which the Manager in its discretion selects, and such decision of the Manager shall be conclusive.

"**Market Price**" means the weighted average trading price on the TSX (or such other stock exchange on which the Units are listed, if the Units are no longer listed on the TSX) for the ten trading days immediately preceding the relevant Monthly Redemption Date.

"**Monthly Redemption Date**" means the second last Business Day of each month, except for the month of December of each year.

"**Net Asset Value**" means the net asset value of the Fund or O&G Trust, as applicable, as determined by subtracting the aggregate liabilities of the Fund or O&G Trust, as applicable, from the Total Assets of the Fund or O&G Trust, as applicable, in each case on the date on which the calculation is being made, as more fully described under "Valuation, Total Assets and Net Asset Value".

"**Net Asset Value per Unit**" means the Net Asset Value divided by the total number of Units outstanding, in each case on the date on which the calculation is being made.

"NI 81-102" means National Instrument 81-102-Mutual Funds.

"**Offering**" means the Offering of a minimum of ● Units and a maximum of ● Units at $10.00 per Unit and the Offering of additional Units under the Over-Allotment Option pursuant to this prospectus.

"Oil & Gas Income Trust" means an Income Fund where the principal underlying business is the conventional production and sale of oil and/or natural gas. The Manager shall be entitled to determine whether an Income Fund is an Oil & Gas Income Trust and any such determination shall be conclusive.

"**O&G Management Agreement**" means the management agreement dated ●, 2005 between the Manager and O&G Trust, as it may be amended from time to time.

"O&G Trust" means the newly created investment trust that will be established prior to the Closing of the Offering.

"**Ordinary Resolution**" means a resolution passed by the affirmative vote of at least 50% of the votes cast, either in person or by proxy, at a meeting of Unitholders called for the purpose of considering such resolution.

"**Over-Allotment Option**" means the option granted by the Fund to the Agents, exercisable for a period of 30 days from Closing, to offer additional Units at $10.00 per Unit in an amount up to 15% of the aggregate number of Units sold on Closing, solely to cover over-allotments, if any.

"**Portfolio**" means the portfolio of Oil & Gas Income Trusts, the securities of which are to be acquired and adjusted by O&G Trust in accordance with the "Investment Guidelines and Rebalancing Criteria of O&G Trust".

"**Rebalancing Criteria**" means the rebalancing criteria as described under "Investment Guidelines and Rebalancing Criteria of O&G Trust".

"**Record Date**" means the last Business Day of each calendar month commencing with the last Business Day of the month in which the Closing Date occurs.

"**Redemption Date**" means the second last Business Day of December of each year.

"**Redemption Payment Date**" means the date on or before the tenth Business Day of the month immediately following the Redemption Date or Monthly Redemption Date, as applicable.

"**Regular Distribution**" means any distribution by an Income Fund that is not a special, extraordinary, unusual or similar distribution. The Manager shall be entitled to determine whether a distribution is a Regular Distribution and any such determination shall be conclusive.

"**S & P**" means Standard & Poor's, a division of The McGraw Hill Companies, Inc.

"**Service Fee**" means the fee that the Fund will pay to the Manager, who in turn will pay an equivalent amount to dealers, as more fully described under "Fees and Expenses Payable by the Fund – Service Fee".

“Substitute Counterparty Arrangement” means the arrangement for a substitute counterparty that is a financial institution with long-term debt rated at the Approved Rating and acceptable to the Manager, to assume the obligations of the Counterparty under the Forward Agreement.

“**Tax Act**” means the *Income Tax Act* (Canada), as now or hereafter amended, or successor statutes, and shall include regulations promulgated thereunder.

“**Tax Proposals**” means all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance prior to the date hereof.

“**Total Assets**” means the aggregate value of the assets of a person.

“**Trustee**” means Computershare Trust Company of Canada, in its capacity as trustee under the Declaration of Trust.

“**TSX**” means the Toronto Stock Exchange.

“**Units**” means the transferable, redeemable trust units of the Fund, each of which represents an equal, undivided beneficial interest in the net assets of the Fund.

“**Unitholders**” means, unless the context requires otherwise, the owners of the beneficial interest in the Units.

“**Valuation Date**” means, at a minimum, Thursday of each week, or if any Thursday is not a Business Day, the immediately preceding Business Day, and the last Business Day of each month, and includes any other date on which the Manager elects, in its discretion, to calculate the Net Asset Value per Unit.

THE FUND

Brompton Advantaged Equal Weight Oil & Gas Income Fund is an investment trust established under the laws of the Province of Ontario pursuant to the Declaration of Trust. Brompton AOG Management Limited is the Manager of the Fund. The Fund's principal office is Suite 2930, Bay Wellington Tower, BCE Place, 181 Bay Street, Toronto, Ontario M5J 2T3. The fiscal year-end of the Fund is December 31.

The Fund's investment objectives are to provide Unitholders with the benefits of high monthly tax advantaged cash distributions and low management fees together with the opportunity for capital appreciation based on the performance of an equally weighted diversified portfolio of Oil & Gas Income Trusts held on a passive basis.

The beneficial interest in the net assets and net income of the Fund is divided into a single class of transferable, redeemable units, each of which represents an equal, undivided interest in the net assets and net income of the Fund. Each Unit is entitled to one vote at meetings of Unitholders and to participate equally with all other Units with respect to all payments made to Unitholders out of the Fund's assets. See "Declaration of Trust – Description of Units".

The Fund is not considered to be a mutual fund under the securities legislation of the provinces and territories of Canada. Consequently, the Fund is not subject to the various policies and regulations that apply to mutual funds under such legislation.

RATIONALE FOR THE FUND AND INVESTMENT OBJECTIVES

The Portfolio investments will provide diversification in production area and geological formation, with 56% of production of the Indicative Portfolio currently weighted towards natural gas. The equal weight approach reduces the risk to investors of exposure to any single investment. The Portfolio will be comprised of the more senior Oil & Gas Income Trusts listed on the TSX as measured by Market Capitalization. These trusts generally have demonstrated track records of growing production, reserves and market value. It is estimated that a significant portion of the Distributions will be a return of capital for tax purposes which provides tax advantages to Unitholders since, to the extent that such Distributions are a return of capital, they are not included in income but will reduce the adjusted cost base of a Unitholder's Units.

The Fund will use the net proceeds of the Offering to acquire the Common Share Portfolio. To achieve exposure to the Portfolio, the Fund will enter into the Forward Agreement with the Counterparty pursuant to which the Counterparty will agree to pay to the Fund on or about the Forward Termination Date (or earlier in whole or in part at the request of the Fund) as the purchase price for the Common Share Portfolio an amount equal to 100% of the redemption proceeds of the number of units of O&G Trust specified in the Forward Agreement. This amount may be more or less than the original subscription price of the Units. O&G Trust will be a newly created investment trust, established prior to the Closing to acquire the Portfolio. Accordingly, the return to the Unitholders and the Fund will be dependent upon the return on the Portfolio by virtue of the Forward Agreement. Neither the Fund nor the Unitholders will have any ownership interest in the Portfolio. The Fund will also partially settle the Forward Agreement prior to the Forward Termination Date in order to fund: (i) monthly Distributions on the Units; (ii) redemptions and repurchases of Units from time to time; and (iii) operating expenses and other liabilities of the Fund. See "The Forward Agreement".

O&G TRUST

O&G Trust will be a newly created investment trust established prior to the Closing of the Offering pursuant to a declaration of trust by Brompton AOG Management Limited. O&G Trust will be established for the purpose of acquiring and holding the Portfolio. The initial beneficial owner of all of the units of O&G Trust will be the Counterparty. On the Closing of the Offering, the Counterparty or one of its affiliates may subscribe for units of O&G Trust with an aggregate Net Asset Value equal to the value of the Common Share Portfolio of the Fund at the time the Fund enters into the Forward Agreement. O&G Trust will use the subscription proceeds, together with an amount of up to 10% of the aggregate value of its assets to be advanced under the Loan Facility, to acquire the Portfolio. In order to generate additional returns, O&G Trust may lend its securities to brokers, dealers and other financial institutions. See "The Forward Agreement – Securities Lending'' and "Loan Facility''.

Units of O&G Trust will be redeemable at the demand of its unitholders. On redemption, an O&G Trust unitholder will receive for each unit of O&G Trust redeemed an amount equal to the Net Asset Value per unit of O&G Trust. The Net Asset Value per unit of O&G Trust will be equal to the pro rata amount by which the Total Assets of O&G Trust exceed its total liabilities and, accordingly, will be based upon the value of the Portfolio. For the purposes of calculating the Net Asset Value of O&G Trust units on the Redemption Date, the value of the units of the Oil & Gas Income Trusts comprising the Portfolio will be equal to the weighted average trading price of such units over the last three Business Days of the month of December as described under "Valuation, Total Assets and Net Asset Value".

O&G Trust will generally receive cash distributions from the Oil & Gas Income Trusts included in the Portfolio. The net income of O&G Trust will consist primarily of distributions received by O&G Trust, interest income and securities lending income, less expenses of O&G Trust. O&G Trust will distribute all of its net income and net realized capital gains earned in each fiscal year to ensure that it is not liable for ordinary income tax under the Tax Act. To the extent that O&G Trust has not distributed in cash the full amount of its net income in any year, the difference between such amount and the amount actually distributed by O&G Trust will be paid through the issuance of additional units having a net asset value in the aggregate at the date of distribution equal to this difference. Immediately after any such distribution of units, the number of outstanding units of O&G Trust will be consolidated such that each unitholder of O&G Trust (including the Counterparty, for so long as it is a unitholder) will hold after the consolidation the same number of units of O&G Trust as it held before the distribution of additional units.

INVESTMENT GUIDELINES AND REBALANCING CRITERIA OF O&G TRUST

O&G Trust will adhere to the following guidelines regarding the investments in the Portfolio:

(a) each Oil & Gas Income Trust included in the Portfolio will:

(i) operate principally as a conventional producer of oil and/or gas;

(ii) have a minimum Market Capitalization of at least $500 million at the time of investment, subject to the Rebalancing Criteria;

(iii) currently pay a Regular Distribution; and

(iv) be listed for trading on the TSX;

(b) at the time of acquisition the Portfolio will be equally weighted based on the Total Assets of O&G Trust divided by the number of Oil & Gas Income Trusts included in the Portfolio; and

(c) notwithstanding (a) and (b) above, the Portfolio shall at all times comprise, at a minimum, the 15 largest Oil & Gas Income Trusts measured on the basis of Market Capitalization.

Although it is the Manager's current expectation that, throughout the life of O&G Trust, O&G Trust would adhere rigorously to the above criteria, in exceptional circumstances and having regard to any legal or regulatory requirements of O&G Trust's unitholders, the Manager may exercise its discretion to exclude or remove from the Portfolio any Oil & Gas Income Trust where the Manager considers that facts unrelated to the business of such Oil & Gas Income Trust may have a material adverse effect on the market price, value or liquidity of such Oil & Gas Income Trust's securities.

Rebalancing Criteria

The Portfolio will be rebalanced quarterly to adjust for changes in the market value of investments, to add any Oil & Gas Income Trusts which at the time of rebalancing newly qualify for inclusion and to remove any Oil & Gas Income Trusts that have a Market Capitalization of less than $350 million or that otherwise no longer meet the Investment Guidelines. Between quarterly rebalancing dates O&G Trust may, at the discretion of the Manager, invest in public offerings of new Oil & Gas Income Trusts that qualify for inclusion in the Portfolio. As a result of changes in market prices of the Oil & Gas Income Trusts in the Portfolio and possible investment in public offerings of new Oil & Gas Income Trusts between rebalancing dates, it is not expected that the Oil & Gas Income Trusts included in the Portfolio will be exactly equally weighted at any given time.

OIL & GAS

Natural gas reserves in North America have declined by approximately 30% over the past 20 years while consumption of natural gas has increased by 36% over the same period. The share of total energy consumption in Canada supplied by natural gas has increased from 26% in 1998 to 31% in 2002, during a period of rising overall energy demand. In the past five years, 200,000 megawatts of new electrical generating capacity have been constructed in the U.S. Approximately 94% of these new plants utilize natural gas fired turbines, contributing to the increased demand for natural gas. Major new exploration opportunities, such as from coal bed methane or in the Beaufort Sea, are becoming increasingly limited and will require extensive drilling or construction of pipelines that will not be available for several years. The supply of natural gas in North America is generally constrained by pipeline transportation, thereby limiting the available supply to North American consumers. Alternative sources of supply such as liquefied natural gas from offshore suppliers are increasing but are not expected to have a significant impact on the natural gas market for several years. As the largest supplier of imported gas to the United States, Canadian exports have doubled over the decade.

Over the past ten years, worldwide consumption of oil has increased by 17%, whereas the supply of oil, measured by worldwide reserves, has increased by only 12%. Demand in developing countries has increased dramatically and now accounts for a much greater proportion of worldwide consumption than just ten years ago. For example, China and India now account for 11% of world consumption compared to less than 7% in 1993. This rising trend is expected to continue. However, it has become more difficult and expensive to find and develop significant oil deposits to match this increasing level of demand. This supply and demand disparity has contributed to the upward trend in the high price of oil.

OIL & GAS INCOME TRUSTS

Oil & Gas Income Trusts are Income Funds where the principal underlying business is the conventional production and sale of oil and/or natural gas. These trusts pay out a high percentage of the cash flow received from the production and sale of underlying crude oil and natural gas to unitholders.

Oil & Gas Income Trusts are structured to minimize the double taxation that normally occurs with operating oil and gas companies. By having a trust or partnership own equity and debt securities of an operating business, income tax can be minimized at the operating company level. Distributions from Oil & Gas Income Trusts typically include the following components: interest, business income, dividends and return of capital. The return of capital is not taxable to a unitholder in the year of distribution, but will reduce the adjusted cost base for tax purposes of the unitholders' trust units. The tax efficiency of an investment in an Oil & Gas Income Trust means investors have been willing to pay higher prices for investments in Oil & Gas Income Trusts compared to investments in traditional common shares of an oil and gas company. This valuation difference has prompted many oil and gas companies to convert to the Income Fund structure. At the same time, the distribution stream from an investment in an Oil & Gas Income Trust gives investors a high level of current income and the potential for capital gains.

The amount of distributions paid on a unit of an Oil & Gas Income Trust will vary from time to time based on production levels, commodity prices, royalty rates, operating and general administrative expenses, debt service charges and deductions, including holdbacks for future capital spending. As a result of distributing a large percentage of their cash flow to unitholders, Oil & Gas Income Trusts are generally constrained in their ability to generate new reserves and production from exploration and, to a lesser extent, development drilling. Therefore, typically the majority of growth and reserve replacement of Oil & Gas Income Trusts is derived through acquisition of producing assets or companies with proven oil and natural gas reserves, funded through the issuance of additional units or through the use of leverage. Consequently, Oil & Gas Income Trusts are considered to be less exposed to drilling risk faced by traditional oil and natural gas exploration and production companies. However, they are still exposed to risks associated with the business of the production and sale of oil and natural gas, including the risks of depletion of reserves, reduced commodity prices, reservoir performance, increasing operating costs and leverage. See "Risk Factors".

Oil & Gas Income Trusts may engage in hedging programs to reduce their sensitivity to short-term movements in oil and gas spot prices. Oil & Gas Income Trusts that utilize hedging programs may enter into forward contracts ranging in maturity from less than one month to several years. The forward contracts specify that a price, or price range, established at the time the contract is entered into will be paid on delivery of the oil or gas at some point in the future.

The total return for the S&P/TSX Capped Energy Trust Index, the benchmark for the Oil & Gas Income Trust sector, has increased at a compound annual percentage rate of 31.3% from 1999 to 2004.

THE PORTFOLIO

The Portfolio will comprise an approximate equal dollar amount of units of each Oil & Gas Income Trust listed on the TSX that pays a Regular Distribution and that has a Market Capitalization of at least $500 million at the time of investment. The Units of the Fund would have a yield as at January 18, 2005 of approximately 10.4% per annum based on the Indicative Portfolio and certain other assumptions described in this prospectus under "The Portfolio – Indicative Portfolio". The Portfolio will be rebalanced quarterly so that immediately following such rebalancing, the Oil & Gas Income Trusts included in the Portfolio are equally weighted. Between quarterly rebalancing dates O&G Trust may, at the discretion of the Manager, invest in public offerings of new Oil & Gas Income Trusts that qualify for inclusion in the Portfolio. See "Investment Guidelines and Rebalancing Criteria of O&G Trust".

Indicative Portfolio

The Indicative Portfolio set out below contains the 23 Oil & Gas Income Trusts, securities of which would comprise the Portfolio if it were formed on January 18, 2005 and sets out for each Oil & Gas Income Trust, the Current Yield, Market Capitalization and O&G Trust's equal weighting percentage as at such date. As at January 18, 2005, the Oil & Gas Income Trusts listed on the TSX had a Market Capitalization of $36 billion, and the Oil & Gas Income Trusts included in the Indicative Portfolio represented approximately 93% of the Market Capitalization and 23 of the 30 Oil & Gas Income Trusts listed on the TSX. These Oil & Gas Income Trusts had an average reserve life index of 10.2 years based on production rates for the first quarter of 2004 and 2003 year end reserves. The Indicative Portfolio was slightly gas weighted with an average of 56% of production from natural gas.

Advantaged Equal Weight Oil & Gas Income Fund
Indicative Portfolio
As at January 18, 2005

Issuer	Symbol	Current Yield	Market Capitalization	Portfolio Weighting
			($millions)	
Acclaim Energy Trust	AE.UN	13.2%	1,528	4.35%
Advantage Energy Income Fund	AVN.UN	15.3%	879	4.35%
APF Energy Trust	AY.UN	16.2%	700	4.35%
ARC Energy Trust	AET.UN	9.7%	3,430	4.35%
Baytex Energy Trust	BTE.UN	13.9%	859	4.35%
Bonavista Energy Trust	BNP.UN	11.6%	1,687	4.35%
Crescent Point Energy Trust	CPG.UN	11.5%	511	4.35%
Enerplus Resources Fund	ERF.UN	9.4%	4,664	4.35%
Enterra Energy Trust	ENT.UN	7.2%	584	4.35%
Focus Energy Trust	FET.UN	9.4%	730	4.35%
Freehold Royalty Trust	FRU.UN	8.4%	542	4.35%
Harvest Energy Trust	HTE.UN	10.2%	962	4.35%
NAL Oil & Gas Trust	NAE.UN	13.5%	754	4.35%
Paramount Energy Trust	PMT.UN	14.2%	1,100	4.35%
Pengrowth Energy Trust	PGF.B	14.8%	3,386	4.35%
Petrofund Energy Trust	PTF.UN	11.6%	1,646	4.35%
Peyto Energy Trust	PEY.UN	4.7%	2,336	4.35%
PrimeWest Energy Trust	PWI.UN	13.0%	1,921	4.35%
Progress Energy Trust	PGX.UN	12.4%	901	4.35%
Provident Energy Trust	PVE.UN	12.3%	1,654	4.35%
Shiningbank Energy Income Fund	SHN.UN	12.5%	1,193	4.35%
Vermilion Energy Trust	VET.UN	10.0%	1,226	4.35%
Viking Energy Royalty Trust	VKR.UN	13.7%	772	4.35%
Average		11.7%		

Source: Bloomberg.

The information in the table above is based on publicly available information, is historical and is not intended to be, and should not be construed as, an indication of the future levels of market value or Current Yield. This table is for illustrative purposes only and should not be construed as a

forecast or projection. The Portfolio may or may not include securities of the foregoing Oil & Gas Income Trusts and may include securities of Oil & Gas Income Trusts which are not set out above.

Historical Yield

The following table sets forth the historical yields[1,2] for the periods indicated in respect of the Oil & Gas Income Trusts that comprise the Indicative Portfolio. Based on closing prices on January 18, 2005 and the annualized most recent Regular Distribution paid by these Oil & Gas Income Trusts, the Indicative Portfolio would have had a Current Yield of 11.7% as at January 18, 2005.

Issuer	2004	2003	2002	2001	2000
Acclaim Energy Trust	13.6%	18.0%	17.3%	21.6%	—
Advantage Energy Income Fund	12.8%	17.2%	15.5%	30.2%	—
APF Energy Trust	17.0%	19.5%	17.6%	28.7%	22.0%
ARC Energy Trust	10.1%	14.1%	12.7%	19.8%	19.2%
Baytex Energy Trust	14.1%	17.8%	—	—	—
Bonavista Energy Trust	11.4%	17.6%	—	—	—
Crescent Point Energy Trust	12.1%	15.2%	—	—	—
Enerplus Resources Fund	9.7%	13.1%	12.2%	23.9%	21.1%
Enterra Energy Trust	6.3%	8.2%	—	—	—
Focus Energy Trust	9.0%	13.4%	13.4%	—	—
Freehold Royalty Trust	10.0%	10.3%	12.1%	17.1%	15.4%
Harvest Energy Trust	10.6%	20.9%	27.3%	—	—
NAL Oil & Gas Trust	13.6%	18.4%	14.5%	25.1%	19.8%
Paramount Energy Trust	13.7%	30.9%	—	—	—
Pengrowth Energy Trust (3)	14.1%	14.6%	13.5%	18.5%	19.9%
Petrofund Energy Trust	12.3%	14.8%	14.2%	26.2%	25.7%
Peyto Energy Trust	4.3%	8.6%	—	—	—
PrimeWest Energy Trust	12.4%	16.6%	18.1%	27.5%	22.3%
Progress Energy Trust	12.4%	—	—	—	—
Provident Energy Trust	12.7%	18.7%	20.0%	29.0%	—
Shiningbank Energy Income Fund	12.9%	15.9%	15.0%	22.0%	21.1%
Vermilion Energy Trust	10.2%	14.3%	—	—	—
Viking Energy Royalty Trust	14.2%	19.8%	16.1%	25.0%	21.6%

Source: Bloomberg

— denotes no distribution as fund was not in existence

(1) The yield for each full year has been calculated by dividing the distributions paid during the year by the volume weighted average trading price for the year.

(2) The yield in respect of Oil & Gas Income Trusts that have been in existence for less than a full year has been calculated by dividing the annualized distributions paid during the partial year by the volume weighted average trading price for the year.

(3) The yield for Pengrowth Energy Trust in 2004 has been calculated using the volume weighted average trading price of a B unit from July 27, 2004, the date of the reclassification of the trust unit, to December 31, 2004.

Trading History

The following table sets forth the closing prices[1] on the TSX of the units of the Oil & Gas Income Trusts that comprise the Indicative Portfolio as at the dates indicated:

Issuer	Dec. 31, 2004	Dec. 31, 2003	Dec. 31, 2002	Dec. 31, 2001	Dec. 31, 2000
Acclaim Energy Trust	$14.40	$12.00	$ 9.85	$ 8.25	—
Advantage Energy Income Fund	$22.01	$17.94	$13.00	$ 8.12	—
APF Energy Trust	$11.72	$12.54	$ 9.79	$ 9.85	$ 9.75
ARC Energy Trust	$17.90	$14.74	$11.90	$12.10	$11.30
Baytex Energy Trust	$12.77	$10.85	—	—	—
Bonavista Energy Trust	$27.10	$20.99	—	—	—
Crescent Point Energy Trust	$16.85	$13.25	—	—	—
Enerplus Resources Fund	$43.60	$39.35	$28.05	$24.75	$22.90
Enterra Energy Trust	$22.69	$14.51	—	—	—
Focus Energy Trust	$19.97	$15.00	$10.15	—	—
Freehold Royalty Trust	$17.45	$16.35	$10.88	$ 9.20	$ 8.70
Harvest Energy Trust	$22.95	$14.07	$ 9.50	—	—
NAL Oil & Gas Trust	$13.55	$10.94	$ 9.00	$ 9.10	$ 8.65
Paramount Energy Trust	$15.94	$11.68	—	—	—
Pengrowth Energy Trust	$24.93	$21.25	$14.52	$14.22	$19.20
Petrofund Energy Trust	$15.61	$18.79	$10.85	$11.97	$18.00
Peyto Energy Trust	$47.83	$27.25	—	—	—
PrimeWest Energy Trust	$26.62	$27.56	$25.40	$25.44	$35.80
Progress Energy Trust	$13.52	—	—	—	—
Provident Energy Trust	$11.37	$11.43	$10.75	$ 8.19	—
Shiningbank Energy Income Fund	$21.49	$18.64	$15.15	$13.97	$17.00
Vermilion Energy Trust	$20.12	$15.34	—	—	—
Viking Energy Royalty Trust	$ 6.75	$ 5.65	$ 7.07	$ 6.42	$ 8.55

Source: Bloomberg

(1) Where applicable, trading prices have been adjusted for stock splits or stock consolidations.

Historical Distributions

The following table sets forth the per unit distributions paid by the Oil & Gas Income Trusts that comprise the Indicative Portfolio during the periods indicated:

Issuer	2004	2003	2002	2001	2000
Acclaim Energy Trust	$1.95	$1.95	$1.74	$0.65	—
Advantage Energy Income Fund	$2.82	$2.82	$1.73	$1.45	—
APF Energy Trust	$2.00	$2.00	$1.80	$3.05	$1.90
ARC Energy Trust	$1.80	$1.80	$1.56	$2.31	$2.01
Baytex Energy Trust	$1.80	$0.60	—	—	—
Bonavista Energy Trust	$3.08	$1.50	—	—	—
Crescent Point Energy Trust	$2.04	$0.68	—	—	—
Enerplus Resources Fund	$4.20	$4.29	$3.25	$6.25	$4.58
Enterra Energy Trust	$1.42	—	—	—	—
Focus Energy Trust	$1.80	$1.67	$0.44	—	—
Freehold Royalty Trust	$1.73	$1.40	$1.31	$1.46	$1.07
Harvest Energy Trust	$2.40	$2.40	$0.20	—	—
NAL Oil & Gas Trust	$1.85	$1.78	$1.40	$2.39	$1.60
Paramount Energy Trust	$2.18	$2.88	—	—	—
Pengrowth Energy Trust	$2.61	$2.66	$1.93	$3.49	$3.55
Petrofund Energy Trust	$1.92	$2.09	$1.71	$4.24	$1.33
Peyto Energy Trust	$2.04	$0.90	—	—	—
PrimeWest Energy Trust	$3.30	$4.32	$4.80	$8.84	$7.08
Progress Energy Trust	$1.68	—	—	—	—
Provident Energy Trust	$1.44	$2.06	$2.03	$2.54	—
Shiningbank Energy Income Fund	$2.76	$2.68	$2.16	$3.40	$2.76
Vermilion Energy Trust	$2.04	$1.87	—	—	—
Viking Energy Royalty Trust	$0.96	$1.28	$1.16	$2.02	$1.71

Source: Annual and interim reports publicly filed by the applicable Oil & Gas Income Trust.

Reserve Life Index

In September 2003, the Canadian Securities Administrators adopted National Instrument 51-101 which established new standards for reporting oil and gas reserves for financial years ending on or after December 31, 2003. Previously, reserves categories included proved, probable and established. Established reserves were defined as proved reserves plus 50 percent of probable reserves, commonly referred to as “risk adjusted probable reserves”. The reserve life index was then calculated by dividing the established reserves by that Oil & Gas Income Trust’s current production level. Under the new standards, proved reserves are defined to have a 90% probability that at least the estimated proved reserves will be produced and probable reserves are defined to have a 50% probability that at least the estimated probable reserves will be produced.

The reserve life index is an estimate of how many years an Oil & Gas Income Trust could continue producing at current production levels assuming no additional reserves are purchased or developed. The Oil & Gas Trusts included in the Indicative Portfolio have a simple average reserve life index of approximately 10.2 years based on the proven plus probable reserves as at December 31, 2003 divided by annualized average daily production rate for the quarter ended March 31, 2004.

Issuer	**Reserve Life Index[1] March 31, 2004**
Acclaim Energy Trust	10.1
Advantage Energy Income Fund	9.1
APF Energy Trust	10.3
ARC Energy Trust	12.6
Baytex Energy Trust	8.4
Bonavista Energy Trust	7.3
Crescent Point Energy Trust	9.5
Enerplus Resources Fund	13.8
Enterra Energy Trust	3.7
Focus Energy Trust	11.3
Freehold Royalty Trust	10.6
Harvest Energy Trust	12.4
NAL Oil & Gas Trust	8.3
Paramount Energy Trust	5.9
Pengrowth Energy Trust	12.5
Petrofund Energy Trust	12.7
Peyto Energy Trust	15.5
PrimeWest Energy Trust	10.0
Progress Energy Trust	7.8
Provident Energy Trust	10.7
Shiningbank Energy Income Fund	10.5
Vermilion Energy Trust	12.1
Viking Energy Royalty Trust	10.0
Average	10.2

Source: Annual and/or quarterly reports publicly filed by the applicable Oil & Gas Income Trust.

(1) The Reserve Life Index is calculated as the Proven plus Probable reserves as at the year ended December 31, 2003 divided by the annualized average daily production rate for the quarter ended March 31, 2004.

The information in the tables under "Historical Yield", "Trading History", "Historical Distributions" and "Reserve Life Index" above is based on publicly available information, is historical and is not intended to be, and should not be construed as, an indication of the future levels of market value or Current Yield, future trading levels, or future levels of distributions of the Oil & Gas Income Trusts that comprise the Indicative Portfolio. The tables show historical performance only and should not be construed as a forecast or projection.

LOAN FACILITY

Following Closing, it is intended that O&G Trust will enter into the Loan Facility with one or more Canadian chartered banks or other lending institutions (the "Lenders") in order to provide O&G Trust with the ability to utilize leverage to enhance O&G Trust's total return.

A portion of the Loan Facility, not to exceed 10% of the Total Assets of O&G Trust determined at the time of borrowing, will be used by O&G Trust to purchase additional securities of Oil & Gas Income Trusts to be included in the Portfolio. In the event that the total amount borrowed by O&G Trust under this portion of the Loan Facility at any time exceeds 20% of the Total Assets, the Manager will sell securities of Oil & Gas Income Trusts held by O&G Trust in an orderly manner and use the proceeds thereof to reduce indebtedness so that the amount borrowed by O&G Trust under this portion of the Loan Facility does not exceed 20% of Total Assets.

In addition, O&G Trust may borrow up to 5% of the Total Assets determined at the time of borrowing for working capital purposes and to invest in public offerings of new Oil & Gas Income Trusts that qualify for inclusion in the Portfolio. Any amount borrowed for the purpose of investing in public offerings of new Oil & Gas Income Trusts will be repaid at the time of rebalancing.

O&G Trust may fix the interest rate on the prior portion of the Loan Facility used to purchase securities of Oil & Gas Income Trusts to be included in the Portfolio to eliminate the risk of rising interest rates on that part of the loan. O&G Trust expects that the terms, conditions, interest rates, fees and expenses of and under the Loan Facility will be typical for loans of this nature. The Lenders will be at arm's length to O&G Trust, the Trustee, the Manager and its respective affiliates and associates. O&G Trust anticipates that the Lenders will require O&G Trust to provide a security interest in some or all of its assets in favour of the Lenders to secure such borrowings. The Manager will ensure that in the event of default, the Lenders' recourse will be limited to the assets of O&G Trust. O&G Trust may refinance the Loan Facility through borrowings or through the issuance of other debt or debt-like instruments.

USE OF PROCEEDS

The net proceeds from the issue of the Units offered hereby (after payment of the Agents' fee and Offering expenses) are estimated to be $● (assuming that the Over-Allotment Option is not exercised). These net proceeds will be used to invest in the Common Share Portfolio which will be subject to the Forward Agreement.

THE FORWARD AGREEMENT

On the Closing of the Offering, the Fund will enter into the Forward Agreement, which is intended to provide the Fund with a payment on or about the Forward Termination Date or earlier in whole or in part at the request of the Fund of an amount equal to the redemption proceeds of the number of units of O&G Trust specified in the Forward Agreement, in exchange for the Common Share Portfolio. At the time the Fund enters into the Forward Agreement, the aggregate Net Asset Value of O&G Trust will be equal to the value of the Common Share Portfolio.

Under the terms of the Forward Agreement, the Fund and the Counterparty have agreed that their settlement obligations under the Forward Agreement with respect to the Common Share Portfolio securities will be discharged, at the election of the Fund, either by physical delivery of the Common Share Portfolio securities by the Fund to the Counterparty against cash payment or by the making of a net cash payment to the appropriate party. The amount payable by the Counterparty for physical delivery of the Common Share Portfolio may be more or less than the original subscription price of the common shares comprising the Common Share Portfolio. If the Fund elects for physical delivery of the Common Share Portfolio under the Forward Agreement, the Counterparty will pay to the Fund on or about the Forward Termination Date (or earlier in whole or in part at the request of the Fund) as the purchase price for the

Common Share Portfolio an amount equal to the redemption proceeds for the number of units of O&G Trust specified in the Forward Agreement. Prior to the Forward Termination Date, Common Share Portfolio securities or other acceptable securities will be pledged to and may be held by the Counterparty as security for the obligations of the Fund under the Forward Agreement.

In order to permit the Fund to fund: (i) monthly Distributions on the Units; (ii) redemptions and repurchases of Units from time to time; and (iii) operating expenses and other liabilities of the Fund, the terms of the Forward Agreement will provide that the Forward Agreement may be partially settled prior to the Forward Termination Date.

Under the Forward Agreement, the forward purchase price may be reduced for all dividends and distributions, including extraordinary distributions, declared on the Common Share Portfolio securities effective the date such securities begin to trade on an ex-dividend basis. If any such dividends or distributions are to be received by the Fund, the Forward Agreement will provide that replacement securities acceptable to the Counterparty may, at the Fund's option, be substituted for common shares in respect of which the dividend or distribution has been declared prior to the record date for such dividend or distribution to preserve the value of the forward transaction. In the event that such replacement securities are not available, the Fund may consider contributing additional securities to the Common Share Portfolio or entering into additional forward, derivative or other transactions. The Forward Agreement will have similar provisions designed to avoid adjustments of the amount to be paid on or about the Forward Termination Date which might otherwise be required if the Fund receives consideration as a consequence of a merger transaction involving any of the securities in the Common Share Portfolio. The Fund may also reinvest cash from time to time by contributing additional securities to the Common Share Portfolio and/or entering into additional forward, derivative or other transactions.

The obligations of the Counterparty to the Fund under the Forward Agreement will be determined by reference to the performance of O&G Trust. The Counterparty may choose to enter into transactions in order to hedge its exposure under the terms of the Forward Agreement to the economic performance of O&G Trust but it is not contractually obligated to do so. There is no assurance that the Counterparty or its affiliates will maintain a hedge with respect to the full amount or term of the Forward Agreement. The Fund is exposed to the credit risk associated with the Counterparty in respect of the Forward Agreement. Upon entering into the Forward Agreement, the long-term debt of the Counterparty must have an Approved Rating.

The Forward Agreement will terminate on March 31, 2015. The Forward Agreement may be terminated prior to the Forward Termination Date: (i) at the option of the Fund at its discretion; (ii) by the Counterparty if it determines in its sole discretion that it is unable to hedge its position under the Forward Agreement on commercially reasonable terms; (iii) by the Counterparty if the Fund fails to pay the monthly fee under the Forward Agreement or if the Fund fails to compensate the Counterparty for an increase in the costs of hedging its position under the Forward Agreement; or (iv) by the Counterparty if the Manager ceases to be the Manager of the Fund unless a successor manager acceptable to the Counterparty is approved.

If the Forward Agreement is terminated prior to the Forward Termination Date for any reason and no Substitute Counterparty Arrangement is available, the Forward Agreement will be settled, at the Fund's election, either by physical delivery of the Common Share Portfolio securities by the Fund to the Counterparty against cash payment or by the making of a net cash payment to the appropriate party. The Fund will call a meeting of the Unitholders to consider one or more proposals which may include a change in the investment objectives, strategy or restrictions of the Fund or the termination of the Fund and the Fund may take such other action as the Fund considers necessary under the circumstances.

Securities Lending

In order to generate additional returns, the Fund may lend Common Share Portfolio securities to borrowers acceptable to the Fund pursuant to the terms of a securities lending agreement between the Fund and any such borrower. O&G Trust may also lend its securities. Under any securities lending arrangement: (i) the borrower will pay a negotiated securities lending fee and will make compensation payments equal to any distributions received by the borrower on the securities borrowed; (ii) the securities loans must qualify as "securities lending arrangements" for the purposes of the Tax Act; and (iii) the Fund or O&G Trust, as applicable, will receive prescribed collateral security which, in the case of the Fund, it may pledge as security under the Forward Agreement. See "Risk Factors - Securities Lending".

THE MANAGER

The Manager of the Fund and O&G Trust

Brompton AOG Management Limited was incorporated pursuant to the *Business Corporations Act* (Ontario) on January 18, 2005. Its head office is at Suite 2930, Bay Wellington Tower, BCE Place, 181 Bay Street, Toronto, Ontario M5J 2T3. The Manager was organized for the purpose of managing and administering closed-end investments including the Fund and O&G Trust. The Manager is a member of the Brompton Group of companies.

Affiliates of the Manager are the managers or administrators of the following publicly listed closed-end funds:

Name of Fund	Inception Date	Ticker Symbol	Description of Portfolio Securities
Brompton VIP Income Trust	Feb-02	VIP.UN	Income funds and high yield debt
Brompton MVP Income Fund	Jul-02	MVP.UN	Income funds and high yield debt
Brompton Stable Income Fund	Dec-02	BSR.UN	Income funds and investment grade debt
Brompton Equal Weight Income Fund	Jul-03	EWI.UN	Equal weight index of income funds
Business Trust Equal Weight Income Fund	Oct-03	BWI.UN	Equal weight index of business income funds
Brompton Equity Split Corp.	Apr-04	BE and BE.PR.A	Canadian equities
Flaherty & Crumrine Investment Grade Preferred Fund	May-04	FAC.UN	Investment grade preferred securities
Brompton Equal Weight Oil & Gas Income Fund	Oct-04	OGF.UN	Equal weight index of oil and gas income funds
Flaherty & Crumrine Investment Grade Fixed Income Fund	Dec-04	FFI.UN	Investment grade fixed income securities

Brompton Group of Companies

The Brompton Group of companies provides specialized financial products and services to corporate, institutional and individual clients. Brompton currently manages nine public investment funds and private capital with total assets exceeding $2 billion. Asset management services are provided by Brompton Management Limited and its affiliates. Brompton also offers financial advisory and merchant banking services to its clients.

Brompton and its directors and officers have extensive experience in managing financial assets and public and private entities, including the management of closed-end funds. The Brompton Group of companies operates out of offices in Toronto at Suite 2930, Bay Wellington Tower, BCE Place, 181 Bay Street, Toronto, Ontario M5J 2T3.

Directors and Officers of the Manager

The board of directors of the Manager currently consists of five members. Directors are appointed to serve on the board of directors of the Manager until such time as they retire or are removed and their successors are appointed.

The name, municipality of residence, position with the Manager and principal occupation of each director and officer are set out below:

Name and Municipality of Residence	Position with the Manager	Principal Occupation
PETER A. BRAATEN Toronto, Ontario	Chairman and Director	Chairman, Brompton Limited
JAMES W. DAVIE(1)(2)(3) Toronto, Ontario	Chairman of the Audit Committee and Director	Corporate Director
ARTHUR R.A. SCACE(1)(2)(3) Toronto, Ontario	Chairman of the Corporate Governance Committee and Director	Counsel, McCarthy Tétrault LLP
PETER L. WALLACE Toronto, Ontario	Director	Managing Director, Newport Partners Inc.
KEN S. WOOLNER(1)(2)(3) Calgary, Alberta	Lead Director	President and Chief Executive Officer, Lightning Energy Ltd.
RAYMOND R. PETHER Toronto, Ontario	Chief Executive Officer	President and Chief Executive Officer, Brompton Limited
CHRISTOPHER S. L. HOFFMANN Toronto, Ontario	Executive Vice-President	Executive Vice President, Brompton Limited
DONALD W.C. LILLIE Toronto, Ontario	President	President and Chief Executive Officer, Brompton Capital Advisors Inc.
MARK A. CARANCI Toronto, Ontario	Chief Financial Officer	Chief Financial Officer, Brompton Limited
MOYRA E. MACKAY Toronto, Ontario	Vice-President and Secretary	Vice-President and Corporate Secretary, Brompton Limited
DAVID E. ROODE Toronto, Ontario	Vice-President	Vice-President, Brompton Limited
CRAIG T. KIKUCHI Toronto, Ontario	Vice-President	Vice-President, Brompton Limited

Name and Municipality of Residence	**Position with the Manager**	**Principal Occupation**
IMRAN PERVAIZ Oakville, Ontario	Controller	Controller, Brompton Limited

Notes:

(1) Independent director.

(2) Member of the Corporate Governance Committee.

(3) Member of the Audit Committee.

A description of the experience and background relevant to the business of the Fund for each of the directors and officers of the Manager is set out below.

Peter A. Braaten (Chairman and Director)

Mr. Braaten has over 30 years experience in the investment business in Canada and the United Kingdom and is Chairman of the Brompton Group of companies. From 1998 to 2000, Mr. Braaten was President and Chief Executive Officer of 2M Energy Corp. and its predecessor Morrison Middlefield Resources Limited, both public international oil and gas companies with assets in Canada and the U.K. Mr. Braaten was one of the founders of the Middlefield Group in 1979 and was a partner of the group from 1981 to 1998. Mr. Braaten has also held a number of positions with an investment management firm, an investment bank and two Canadian banks including Citibank Canada where he was a Senior Credit Officer. Mr. Braaten received an honours Bachelor of Arts degree in Economics and Mathematics from The University of Western Ontario and a Master of Business Administration degree from the University of British Columbia.

James W. Davie (Chairman of the Audit Committee and Director)

Mr. Davie has over 30 years of investment banking experience and currently serves as a corporate director. Mr. Davie has held a number of senior positions at RBC Dominion Securities Inc. since 1973 including Managing Director of Investment Banking and head of Equity Capital Markets from 1987 to 1999. Mr. Davie received a Bachelor of Commerce degree from the University of Toronto and a Master of Business Administration from Queen’s University. In addition to his position as a director of certain of Brompton Funds, Mr. Davie is a director of Profico Energy Management Inc., Navigo Energy Inc. and Taylor Gas Liquids Ltd. and is also a trustee of Oil Sands Split Trust and Bloorview Macmillan Children’s Centre.

Arthur R.A. Scace (Chairman of the Corporate Governance Committee and Director)

Mr. Scace is counsel at McCarthy Tétrault and formerly was a partner of the firm and has over 35 years of legal and business experience. Mr. Scace began his career at McCarthy Tétrault in 1967 and became a partner in 1972. Mr. Scace served as the Managing Partner of the Toronto office from 1989 to 1996 and as the firm’s National Chairman from 1997 to 1999. Mr. Scace received a Bachelor of Arts degree from the University of Toronto, a Bachelor of Arts degree from Oxford University as a Rhodes Scholar, a Master of Arts degree from Harvard University, and a Bachelor of Laws degree from Osgoode Hall Law School at York University. Mr. Scace is also a Queen’s Counsel and has received honourary Doctorates of Law from The Law Society of Upper Canada and York University. In addition to his position as a director of certain of Brompton funds, Mr. Scace is Chairman of the board of directors of The Bank of Nova Scotia and a board member of several other Canadian companies, and is a former Treasurer of the Law Society of Upper Canada.

Peter L. Wallace (Director)

Mr. Wallace has 25 years experience in the investment business and is currently a director of Brompton Management Limited and managing director of Newport Partners Inc. From 1997 to 1999, Mr. Wallace was President of Wealth Management at Canada Trust Financial Services Inc. and from 1996 to 1997, Mr. Wallace was the founder and chief executive officer of a private investment firm. From 1987 to 1995, Mr. Wallace held various senior positions at Midland Walwyn Capital Inc. (now Merrill Lynch Canada Inc.), including the office of President from 1991 to 1995. In addition, Mr. Wallace was a member of the Board of Directors of Midland Walwyn Inc. from 1987 to 1995. From 1978 to 1987, Mr. Wallace held various senior positions at Wood Gundy Inc. (now CIBC World Markets Inc.) in the areas of investment banking and private client investments. He was a Governor of the Toronto Stock Exchange from 1993 to 1995. Mr. Wallace received his Bachelor of Arts degree in commerce from McGill University in 1976 and a Masters of Business Administration degree from The University of Western Ontario in 1978. In addition to his position as director of Brompton MVP Management Limited, Mr. Wallace is a member of the Board of Directors of each of Welton Energy Corporation, Newport Partners Inc. and Earlscourt Child and Family Centre and is a member of the Board of Governors of Crescent School.

Ken S. Woolner (Lead Director)

Mr. Woolner has 20 years experience in the oil and gas industry. Since December 2001, Mr. Woolner has been President and Chief Executive Officer of Lightning Energy Ltd., a public oil and gas company operating in Western Canada. Mr. Woolner was the President and Chief Executive Officer and a director of Velvet Exploration Ltd. from April 1997 to July 2001 when it was acquired by El Paso Oil & Gas Inc. and was a director of El Paso Oil and Gas Canada Inc. from July 2001 to May 2002. From November 1991 to March 1997, Mr. Woolner was employed by Morrison Petroleums Ltd., a public oil and gas company, in various positions including Vice-President, Marketing and Executive Vice President of CGGS Canadian Gas Gathering Systems Inc., a private company managed by Morrison Petroleums Ltd. In addition, Mr. Woolner was a director of Nevis Ltd., the underlying operating company of Western Facilities Fund, a public income trust. Mr. Woolner is a director of several Brompton Funds. Mr. Woolner is a professional engineer and received a Bachelor of Science in Geological Engineering from the University of Toronto.

Raymond R. Pether (Chief Executive Officer)

Mr. Pether has 28 years experience in the investment business having held numerous high level, oil and gas, banking, real estate finance and investment positions. Mr. Pether co-founded the Brompton Group of companies in 2000 and as Chief Executive officer of Brompton Limited, provides direction to all activities of the group. Formerly, Mr. Pether was President and Chief Executive Officer of Western Facilities Fund, a public income trust engaged in the operation of oil and gas midstream assets from June, 1998 to April, 2001. Mr. Pether was also Chief Operating Officer of Morrison Middlefield Resources Limited and its successor 2M Energy Corp., public oil and gas companies, from January, 1994 to November, 2000. Prior thereto, Mr. Pether held several senior positions with the Middlefield Group including President of Middlefield Resources Limited and Executive Vice President of Middlefield Securities Limited and with a number of major banks including Vice President of Citibank Canada. Mr. Pether received a Bachelor of Arts degree in Economics from The University of Western Ontario and a Master of Business Administration degree from McMaster University. Mr. Pether is also a director of Newport Securities Inc. and a director and Chief Executive Officer of Welton Energy Corporation, a junior oil and gas company based in Calgary, Alberta.

Christopher S.L. Hoffmann (Executive Vice-President)

Mr. Hoffmann has over 29 years experience as a senior corporate lawyer advising clients in the Canadian financial services industry. Mr. Hoffmann joined the Brompton Group of companies in 2004 and participates in the direction of all activities of the group. From 1990 to 2004 Mr. Hoffmann was a partner at McCarthy Tétrault (a major national Canadian law firm), focusing on corporate finance and mergers and acquisitions. From 1987 to 1989 Mr. Hoffmann was Executive Vice President and Chief Operating Officer of Granite Street Inc., a private investment and holding company. From 1980 to 1987 Mr. Hoffmann was a partner at Burnet, Duckworth & Palmer. Mr. Hoffmann is a member of the Law Society of Ontario and received both a Bachelor of Laws and a Bachelor of Civil Laws from McGill University, a Master of Science from University of California, Berkley and a Bachelor of Science from McGill University. In addition to his position within the Brompton Group of companies, Mr. Hoffmann is a director of Delta Systems Inc., MKS Inc. and The Northern Trust Company, Canada.

Donald W.C. Lillie (President)

Mr. Lillie has over 30 years of business experience and joined Brompton Limited in July 2001. Mr. Lillie is President and Chief Executive Officer of Brompton Capital Advisors Inc. From January 1994 to July 2001, Mr. Lillie was Chairman and Chief Executive Officer of International Strategic Capital Corp., a securities dealer he founded which provided financial management services to small and medium sized ventures. From September 1989 to January 1994, Mr. Lillie was President of Middlefield Securities Limited and was actively involved in corporate finance, venture capital and the creation of a number of resource and real estate investments. Prior to 1989, Mr. Lillie held senior positions with Suncor Inc., Gulf Canada Inc., Canterra Energy Inc. and Shell Canada Ltd. with responsibilities including corporate planning, treasury operations, corporate finance and management of a $600 million pension fund and an $800 million short-term investment portfolio. Mr. Lillie also acted as a Pension Fund Portfolio Manager for National Trust Company Ltd. Mr. Lillie received an honours Bachelor of Arts degree in Economics from Lakehead University in 1970 and a Master of Business Administration degree from York University in 1974.

Mark A. Caranci (Chief Financial Officer)

Mr. Caranci has over 12 years of financial experience with public and private companies. Mr. Caranci was appointed as the Chief Financial Officer of Brompton Limited in 2000 and holds that position for all of the Brompton Group of companies. Formerly, Mr. Caranci was Vice-President at the Middlefield Group from 1996 to 2000. Mr. Caranci has held various senior positions with public companies, including Chief Financial Officer of Western Facilities Fund from December 2000 to April 2001, Vice-President of Finance of 2M Energy Corp. from August 1999 to November 2000, and Vice-President, Finance of Morrison Middlefield Resources Limited, from January 1997 to August 1999. Prior to 1996, Mr. Caranci worked at Price Waterhouse, Chartered Accountants. Mr. Caranci is a Chartered Accountant and is a member of the Ontario Institute of Chartered Accountants and received a Bachelor of Commerce degree from the University of Toronto.

Moyra E. MacKay (Vice-President and Secretary)

Ms. MacKay has over 25 years of experience in the investment business having held positions in real estate and resource finance and investment and financial services companies. Ms. MacKay is Vice-President and Corporate Secretary of Brompton Limited. Ms. MacKay was Vice-President of 2M Energy Corp. from August 1999 to November 2000 and a Vice-President of Morrison Middlefield Resources Limited from July 1998 to August 1999. From June 1996 to September 1999, Ms. MacKay was Vice-President of Middlefield International Limited, which is registered with The Securities and Futures Authority in London, U.K. Ms. MacKay received a Bachelor of Arts degree from the University of Western Ontario.

David E. Roode (Vice-President)

Mr. Roode has over 12 years of business experience in merchant banking and public accounting and joined Brompton Limited in 2002 as Vice-President. Mr. Roode was Vice-President at Middlefield Bancorp Limited, a publicly-listed merchant bank from 1999 to 2001. From September 1991 to August 1996, he held progressively senior roles at Ernst & Young LLP, lastly as an audit manager. Mr. Roode is a Chartered Accountant and a member of the Ontario Institute of Chartered Accountants. He received a Bachelor of Arts degree in Economics from Queen's University and a Master of Business Administration degree from the University of Western Ontario.

Craig T. Kikuchi (Vice-President)

Mr. Kikuchi has over seven years of financial experience with public and private companies. Mr. Kikuchi joined Brompton Limited in 2002 as Controller and is currently Vice-President. Prior to joining Brompton, Mr. Kikuchi worked for PricewaterhouseCoopers LLP from September 1996 to January 2002 where he held progressively senior roles, including as a manager in both the assurance and business advisory services practice and the taxation and legal services practice. Mr. Kikuchi is a Chartered Accountant and is a member of the Ontario Institute of Chartered Accountants. He is also a CFA charter holder and is a member of the Toronto Society of Financial Analysts. He received a Bachelor of Arts degree in Economics from the University of Western Ontario.

Imran Pervaiz (Controller)

Mr. Pervaiz has over five years experience in financial reporting and compliance with public and private companies. Mr. Pervaiz is the Controller for the Brompton Group of companies. Prior to joining Brompton, Mr. Pervaiz worked for PricewaterhouseCoopers LLP as a manager in the assurance and business advisory services practice, and prior to that, worked at the Ontario Securities Commission within the Capital Markets, Compliance group. Mr. Pervaiz is a Chartered Accountant and a member of the Ontario Institute of Chartered Accountants. He is also a Certified Public Accountant registered in the State of Illinois, USA. He received a Bachelor of Commerce (Honours) degree from McMaster University in 1996 and a Master of Accounting degree from the University of Waterloo in 1999.

No director or officer of the Manager is, or within ten years prior to the date of this prospectus has been, a director, officer or promoter of any issuer that, while such person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied the company access to any statutory exemptions for a period of more than 30 consecutive days or was declared a bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subjected to or instituted any proceeding, arrangement or compromise with creditors or had a receiver, receiver-manager or trustee appointed to hold the assets of that person, except as follows.

On August 14, 1990, the Ontario Securities Commission made an order ceasing trading by Middlefield Capital Fund and Middlefield Financial Limited in shares of HERO Industries Ltd., a Canadian public corporation, and denying Middlefield Capital Fund and Middlefield Financial Limited access to certain statutory exemptions in respect of trading in shares of HERO Industries Ltd. This cease trade order related to an acquisition of shares of HERO Industries Ltd. by Middlefield Financial Limited for resale to Middlefield Capital Fund, an equity investment fund managed by Middlefield Ventures Limited, an affiliate of Middlefield Financial Limited. This purchase, while made in technical compliance with the requirements of the *Securities Act* (Ontario), was found by the Ontario Securities Commission to violate the spirit of the *Securities Act* (Ontario) as it was designed, and had the effect of, defeating a formal takeover bid for the shares of HERO Industries Ltd. The order provided that it did not apply to trades in respect of the acceptance of a formal takeover bid made for shares of HERO Industries Ltd. in compliance with the *Securities Act* (Ontario) and that it would cease to apply upon the completion of a formal takeover bid made by Middlefield Capital Fund or Middlefield Financial Limited, or an associate or an affiliate thereof, in compliance with the *Securities Act* (Ontario) at a minimum price set out in the order. In October 1996, a wholly-owned subsidiary of Middlefield Financial Limited completed a takeover bid for HERO Industries Ltd. above the threshold price referred to in the order. This resulted in the order ceasing to apply. During the period from July 1990 to October 1996, Peter Braaten was a director and Raymond Pether was an officer of Middlefield Financial Limited.

Remuneration of Directors and Officers

The officers and directors of the Manager, other than the non-management directors of the Manager, will receive their remuneration from the Manager. The fees of the non-management directors of the Manager, expenses of the directors of the Manager and the premiums for directors' and officers' insurance coverage for the directors and officers of the Manager are paid by the Fund. Compensation for the non-management directors of the Manager is currently $10,000 per director per year.

Management Agreements

Pursuant to the Fund Management Agreement and the O&G Management Agreement, the Manager has exclusive authority to manage the business and affairs of the Fund and O&G Trust, as applicable, and to make all decisions regarding the business of the Fund and O&G Trust and has authority to bind the Fund and O&G Trust. The Manager may, pursuant to the terms of the Management Agreements, delegate certain of its powers to third parties at no additional cost to the Fund and O&G Trust where, in the discretion of the Manager, it would be in the best interests of the Fund and O&G Trust and the Unitholders to do so. The Manager has engaged BCA, a wholly-owned subsidiary of Brompton Limited, to invest the net proceeds of the Offering, together with amounts borrowed under the Loan Facility, to purchase the securities comprising the Common Share Portfolio and the Oil & Gas Income Trusts to comprise the Portfolio and to maintain the Portfolio in accordance with the Investment Guidelines and Rebalancing Criteria. The Manager will be responsible for paying the fees of BCA out of the Management Fee.

The Manager is required to exercise its powers and perform its duties honestly, in good faith and in the best interests of the Unitholders of the Fund and the unitholders of O&G Trust, as applicable, and to exercise the care, diligence and skill that a reasonably prudent and qualified manager would exercise in comparable circumstances. Each Management Agreement provides that the Manager will not be liable in any way for any default, failure or defect of the Common Share Portfolio or the Portfolio if it has satisfied the duties and the standard of care, diligence and skill set forth above. The Manager will incur liability, however, in cases of wilful misconduct, bad faith, negligence or disregard of its duties or standard of care, diligence and skill. Among other restrictions imposed on the Manager, it may not dissolve the Fund or O&G Trust or wind up the affairs of the Fund or O&G Trust except in accordance with the provisions of the Declaration of Trust and the declaration of trust governing O&G Trust.

Under the terms of the Management Agreements, the Manager is responsible for providing, or causing to be provided, management and administrative services and facilities to the Fund and O&G Trust, including, without limitation:

(a) monitoring the performance of persons appointed to acquire the Common Share Portfolio and maintain the Portfolio in accordance with the Investment Guidelines and Rebalancing Criteria, as well as managing relationships with the Custodian, registrar and transfer agent, auditors, legal counsel and other organizations or professionals serving the Fund;

(b) monitoring the suitability of the Investment Guidelines and preparing for adoption by the Unitholders of any amendments to the Investment Guidelines and Rebalancing Criteria which the Manager believes are in the best interests of O&G Trust;

(c) the authorization and payment on behalf of the Fund and O&G Trust of expenses incurred on behalf of the Fund and O&G Trust, respectively, and the negotiation of contracts with third party providers of services (including, but not limited to, custodians, transfer agents, legal counsel, auditors and printers);

(d) the provision of office space, telephone service, office equipment, facilities, supplies and executive, secretarial and clerical services;

(e) the preparation of accounting, management and other reports, including quarterly and annual reports to Unitholders, financial statements, tax reporting to Unitholders and income tax returns;

(f) keeping and maintaining the books and records of the Fund and O&G Trust and the supervision of compliance by the Fund and O&G Trust with record keeping requirements under applicable regulatory regimes;

(g) the calculation of the amount, and the determination of the frequency, of Distributions by the Fund and O&G Trust;

(h) communications and correspondence with Unitholders and the preparation of notices of Distributions to Unitholders;

(i) ensuring that the Net Asset Value per Unit is calculated and provided to the financial press;

(j) general investor relations and responding to investors' inquiries in respect of the Fund;

(k) dealing with banks and custodians, including the maintenance of bank records and the negotiation and securing of bank financing or refinancing;

(l) the setting of debt levels of O&G Trust;

(m) liquidating the Portfolio in an orderly manner, to the extent necessary, and using the proceeds therefrom to reduce indebtedness of O&G Trust in the event that O&G Trust is at any time in breach of its financial covenants under its Loan Facility limiting the total indebtedness of O&G Trust as a percentage of the Total Assets or for any other reason where O&G Trust requires cash to meet its obligations;

(n) obtaining such insurance as the Manager considers appropriate for the Fund and O&G Trust;

(o) arranging for the provision of services by CDS for the administration of the Book-Entry Only System with respect to the Units;

(p) reviewing fees and expenses charged to the Fund and O&G Trust and ensuring the timely payment thereof; and

(q) ensuring:

    (i) that the Fund and O&G Trust comply with all regulatory requirements and applicable stock exchange listing requirements;

    (ii) the preparation and delivery of the Fund's reports to, and dealing with, relevant securities regulatory authorities and any similar organization of any government or any stock exchange to which the Fund is obligated to report;

    (iii) the organization of meetings of Unitholders; and

    (iv) the provision of such other managerial and administrative services as may be reasonably required for the ongoing business and administration of the Fund and O&G Trust.

In consideration for these services, the Fund and O&G Trust will pay to the Manager the Management Fee and reimburse the Manager for all reasonable costs and expenses incurred by the Manager on behalf of the Fund and O&G Trust. See "Fees and Expenses Payable by the Fund - Management Fee". The Manager, BCA and each of their directors, officers, employees, consultants and agents are indemnified and will be reimbursed by the Fund and by O&G Trust, as applicable, to the fullest extent permitted by law against all liabilities and expenses (including judgments, fines, penalties, interest, amounts paid in settlement with the approval of the Fund and by O&G Trust, as applicable, and counsel fees and disbursements on a solicitor and client basis) reasonably incurred in connection with providing services to the Fund or O&G Trust described herein or a director, officer, employee, consultant or agent thereof, including in connection with any civil, criminal, administrative, investigative or other action, suit or proceeding to which any such person may hereafter be made a party by reason of being or having been the Manager, the portfolio manager or a director, officer, employee, consultant or agent thereof, except for liabilities and expenses resulting from the person's wilful misconduct, bad faith, negligence, disregard of their duties or standard of care, diligence and skill or material breach or default of their obligations under the Management Agreements.

The Fund will pay to the Manager a Service Fee (calculated quarterly and paid as soon as practicable after the end of each calendar quarter) equal to 0.30% per annum of the Net Asset Value of the Fund, plus applicable taxes. The Service Fee is applied by the Manager to pay a service fee in an equivalent aggregate amount, plus applicable taxes, to dealers based on the number of Units held by the clients of such dealers at the end of the relevant quarter.

The Fund Management Agreement between the Manager and the Fund may be terminated at any time by the Fund on 90 days' written notice with the approval of the Unitholders by an Ordinary Resolution passed at a duly convened meeting of Unitholders called for the purpose of considering such Ordinary Resolution provided that Unitholders holding at least 10% of the Units outstanding on the record date of the meeting vote in favour of such Ordinary Resolution. The Fund Management Agreement may be terminated by the Fund at any time on 30 days' written notice to the Manager in the event of the persistent failure of the Manager to perform its duties and discharge its obligations under the Fund Management Agreement, or the continuing malfeasance or misfeasance of the Manager in the performance of its duties under the Fund Management Agreement. The Fund Management Agreement may be terminated immediately by the Fund in the event of the commission by the Manager of any fraudulent act and shall be automatically terminated if the Manager becomes bankrupt, insolvent or makes a general assignment for the benefit of its creditors. The Manager may assign the Fund Management Agreement to an affiliate of the Manager at any time. The Manager may resign upon 120 days notice. If no new manager is appointed within such 120-day period, the Fund will be terminated. Other than fees and expenses payable to the Manager pursuant to the Fund Management Agreement up to and including the date of termination, no additional payments will be required to be made to the Manager as a result of any termination. The O&G Management Agreement contains similar provisions.

The services of the Manager and the officers and directors of the Manager are not exclusive to the Fund or O&G Trust. The Manager and its affiliates and associates (as defined in the *Securities Act* (Ontario)) may, at any time, engage in any other activity including the administration of any other fund or trust.

FEES AND EXPENSES PAYABLE BY THE FUND

Initial Fees and Expenses

The expenses of the Offering (including the costs of creating and organizing the Fund, the costs of printing and preparing the prospectuses, legal expenses, marketing expenses and other reasonable out-of-pocket expenses incurred by the Agents and other incidental expenses), which are estimated to be $● for the Offering, will be paid out of the gross proceeds of the Offering. In addition, the Agents' fee will be paid to the Agents from the gross proceeds as described under "Plan of Distribution".

Management Fee

The Manager will receive a Management Fee from the Fund and O&G Trust which in aggregate is equal to 0.45% per annum of the Net Asset Value of the Fund, calculated and payable monthly in arrears, plus applicable taxes. The Management Fee payable to the Manager in respect of the month in which Closing occurs shall be pro rated based on the fraction that the number of days from and including the Closing Date to and including the last day of the month is of the number of days in such month. The Manager is responsible for paying the fees payable to BCA out of the Management Fee.

The Management Fee may be paid in cash or Units at the option of the Manager. To the extent that Units are issued from treasury for this purpose, Units will be issued at their Net Asset Value per Unit. The distribution of Units to the Manager as payment of the Management Fee will have the effect of providing additional cash flow for Distributions to Unitholders of the Fund and increasing the number of issued and outstanding Units once the distribution is made. The Fund has reserved ● Units to be issued from treasury to the Manager as payment of the Management Fee for a period of ● years from the Closing Date. At the end of such period or upon the issuance of all of the Units reserved for payment to the Manager, the TSX may require that a meeting of Unitholders be held to approve a further allotment of Units for this purpose.

Service Fee

The Fund will pay to the Manager a Service Fee (calculated quarterly and paid as soon as practicable after the end of each calendar quarter) equal to 0.30% per annum of the Net Asset Value of the Fund represented by the Units held at the end of the relevant quarter by clients of dealers, plus applicable taxes. The Service Fee will be applied by the Manager to pay a service fee in an equivalent aggregate amount, plus applicable taxes, to dealers based on the number of Units held by clients of such dealers at the end of the relevant quarter. The Service Fee payable to the Manager and the service fee payable by the Manager in respect of the quarter ending March 31, 2005 shall be pro rated based on the fraction that the number of days from and including the Closing Date to and including March 31, 2005 is of the number of days in the quarter ending March 31, 2005.

Ongoing Expenses

The amounts payable by the Counterparty to the Fund under the Forward Agreement will be reduced by 0.40% per annum of the notional amount of the Forward Agreement, being the value of the securities upon which the payment obligation of the Counterparty under the Forward Agreement is based, plus an amount equal to approximately 0.15% which may vary based on the hedging costs incurred in connection with the Common Share Portfolio.

Each of the Fund and O&G Trust will also pay for all expenses incurred in connection with its operation and administration, including, without limitation, fees payable to the Manager, the fees payable to the Trustee, the Service Fee, custodial fees, legal, audit and valuation fees and expenses, fees and expenses of the directors of the Manager, premiums for directors' and officers' insurance coverage for the directors and officers of the Manager, costs of reporting to Unitholders, registrar, transfer and distribution agency costs, printing and mailing costs, listing fees and expenses and other administrative expenses and costs incurred in connection with the continuous public filing requirements of the Fund and investor relations, taxes, brokerage commissions, costs and expenses relating to the issue of Units, costs and expenses of preparing financial and other reports, costs and expenses arising as a result of complying with all applicable laws, regulations and policies and all amounts paid on account of indebtedness of O&G Trust, but excluding the fees payable to BCA. Such expenses will also include expenses of any action, suit or other proceedings in which or in relation to which the Manager, BCA, the Custodian or the Trustee and/or any of their respective officers, directors, employees, consultants or agents is entitled to indemnity by the Fund and O&G Trust.

The Manager estimates that ongoing expenses, exclusive of the Management Fee, the Service Fee, fees under the Forward Agreement, debt service and other costs related to the Loan Facility and brokerage expenses related to Portfolio transactions, will be approximately $● per year for the Fund and $● per year for O&G Trust (assuming an Offering size of approximately $● million).

Additional Services

Any arrangements for additional services between the Fund or O&G Trust and the Manager, or any affiliate thereof, that have not been described in this prospectus shall be on terms that are no less favourable to the Fund and O&G Trust, as applicable, than those available from arm's length persons (within the meaning of the Tax Act) for comparable services and the Fund and O&G Trust, as applicable, shall pay all expenses associated with such additional services.

VALUATION, TOTAL ASSETS AND NET ASSET VALUE

The Net Asset Value per Unit on any Valuation Date shall be calculated by dividing the Net Asset Value on such Valuation Date by the total number of Units outstanding on such Valuation Date. The Manager will calculate the Net Asset Value per Unit as at the close of business on each Valuation Date. At a minimum, the Valuation Date will be Thursday of each week, or if any Thursday is not a Business Day, the immediately preceding Business Day, and the last Business Day of each month, and includes any other date on which the Manager elects, in its discretion, to calculate the Net Asset Value per Unit. The Fund will make available to the financial press for publication on a weekly basis the Net Asset Value per Unit.

For the purpose of calculating Net Asset Value per Unit on such Valuation Date, Net Asset Value will be calculated by subtracting the aggregate amount of the Fund's liabilities from the Total Assets. The Total Assets of the Fund consist of the aggregate value of the assets of the Common Share Portfolio and the Forward Agreement. Since the value of the Forward Agreement is determined by reference to the value of O&G Trust, the Fund's Net Asset Value is dependent upon the value of O&G Trust. The Total Assets of O&G Trust consist of the aggregate value of the Portfolio.

The Total Assets of the Fund and O&G Trust on such Valuation Date will be determined as follows:

(a) the value of any cash on hand or on deposit, bill, demand note and account receivable, prepaid expense, distribution, dividend or other amount received (or declared to holders of record of securities owned by the Fund on a date before the Valuation Date as of which the Total Assets are being determined, and to be received) and interest accrued and not yet received shall be deemed to be the full amount thereof provided that if the Manager has determined that any such deposit, bill, demand note, account receivable, prepaid expense, distribution, dividend or other amount received (or declared to holders of record of securities owned by the Fund on a date before the Valuation Date as of which the Total Assets are being determined, and to be received) or interest accrued and not yet received is not otherwise worth the full amount thereof, the value thereof shall be deemed to be such value as the Manager determines to be the fair market value thereof;

(b) the value of any bonds, debentures, and other debt obligations shall be valued by taking the average of the bid and ask prices on a Valuation Date at such times as the Manager, in its discretion, deems appropriate. Short-term investments including notes and money market instruments shall be valued at cost plus accrued interest;

(c) the value of any security which is listed or traded upon a stock exchange (or if more than one, on the principal stock exchange for the security, as determined by the Manager) shall be determined by taking the latest available sale price of recent date, or lacking any recent sales or any record thereof, the simple average of the latest available offer price and the latest available bid price (unless in the opinion of the Manager such value does not reflect the value thereof and in which case the latest offer price or bid price shall be used), as at the Valuation Date on which the Total Assets are being determined, all as reported by any means in common use, provided that for the purpose of calculating the redemption price of the units of O&G Trust on a Redemption Date, the value of any security will be equal to the weighted average trading price over the last three Business Days of the month in which the Redemption Date occurs;

(d) the value of any security which is traded over-the-counter will be priced at the average of the last bid and asked prices quoted by a major dealer or recognized information provider in such securities;

(e) the value of any security or other asset for which a market quotation is not readily available will be its fair market value on the Valuation Date on which the Total Assets are being determined as determined by the Manager (generally the Manager will value such security at cost until there is a clear indication of an increase or decrease in value);

(f) any market price reported in currency other than Canadian dollars shall be translated into Canadian currency at the rate of exchange available to the Fund from the Custodian on the Valuation Date on which the Total Assets are being determined;

(g) listed securities subject to a hold period will be valued as described above with an appropriate discount as determined by the Manager and investments in private companies and other assets for which no published market exists will be valued at the lesser of cost and the most recent value at which such securities have been exchanged in an arm's length transaction which approximates a trade effected in a published market, unless a different fair market value is determined to be appropriate by the Manager;

(h) the value of a forward contract (including the Forward Agreement) will be the gain or loss with respect thereto that would be realized if, on the date on which the Total Assets are being determined, the position in the forward contract were to be closed out in accordance with its terms; and

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

The Net Asset Value per Unit will be calculated in Canadian dollars.

DISTRIBUTIONS

The Fund intends that Distributions will be payable to Unitholders of record on the last Business Day of each month and will be paid no later than the tenth Business Day of the subsequent month. The initial Distribution will be payable to Unitholders of record on March 31, 2005 and will be paid no later than April 14, 2005. The first Distribution will reflect a partial period (from the Closing Date to March 31, 2005) and will not be an amount that reflects a full Distribution. The Fund will include in each monthly Distribution one-third of the quarterly distribution expected to be paid by those Oil & Gas Income Trusts included in the Portfolio who pay distributions on a quarterly basis. Unitholders will be entitled to participate equally in respect of each Unit held with respect to any and all Distributions made by the Fund. The Fund will partially settle the Forward Agreement prior to the Forward Termination Date in order to fund cash Distributions. Under the Forward Agreement, if O&G Trust suspends redemptions or fails to pay distributions on its units, the Counterparty will suspend payment in respect of a partial settlement until such time as such redemptions and distributions are reinstated. In such circumstances, the Fund would be unable to pay Distributions.

The Fund intends to pay monthly Distributions in an amount equal to the distributions paid by the Oil & Gas Income Trusts included in the Portfolio, less expenses of the Fund and O&G Trust and estimated taxes payable by the Fund and O&G Trust, if any. Accordingly, the amount of monthly distributions may fluctuate from month to month and there can be no assurance that the Fund will make any distributions in any particular month or months. Monthly cash Distributions over the life of the Fund will be derived from payments received by the Fund from the Counterparty under the Forward Agreement in respect of the securities comprising the Portfolio.

As a result of the incurrence of Offering expenses and fees and ongoing expenses of the Fund and O&G Trust, as well as the use of leverage by O&G Trust as described below under “Loan Facility”, the Current Yield on a Unit will be different from the yield generated by the underlying Portfolio. Units would have had a yield as at January 18, 2005 of approximately 10.4% per annum based on the following assumptions:

1. the gross proceeds of the Offering are $100 million and the Offering expenses (including the fees payable to the Agents) are $6.0 million;
2. O&G Trust acquires the Indicative Portfolio having an annualized yield of 11.7% with the proceeds of the subscription by the Counterparty for units of O&G Trust having an aggregate Net Asset Value equal to the value of the Common Share Portfolio of the Fund at the time the Fund enters into the Forward Agreement, together with borrowings under the Loan Facility as described above, less commissions;
3. O&G Trust borrowed 10% of the Total Assets of O&G Trust bearing interest at an average annual rate of 4.25%; and
4. the annual operating expenses of the Fund and O&G Trust total $300,000 and the Management Fee and the Service Fee and the obligations under the Forward Agreement are as described in this prospectus.

The level of Distributions paid by the Fund to Unitholders will depend upon payments received by the Fund under the Forward Agreement which in turn depend upon the distributions received by O&G Trust from the Oil & Gas Income Trusts included in the Portfolio and as such is expected to fluctuate from month to month. There can be no assurance that the Fund will make any Distribution in any particular month or months.

Distributions are expected to consist of returns of capital and capital gains. These Distributions are intended to benefit Unitholders because returns of capital are generally not subject to tax (but reduce the adjusted cost base of the Units) and distributions of capital gains will generally be taxed at a lower rate than distributions of interest and other ordinary income. The Manager expects that during a significant period of the Fund's life, Distributions will consist of returns of capital. Thereafter, the Manager anticipates that a portion of the Distributions will consist of capital gains. The Manager anticipates that the proportion of capital gains to returns of capital will increase as the Fund disposes of more securities comprising the Common Share Portfolio on the partial settlement of the Forward Agreement. The actual amounts of capital gains distributed to Unitholders in each year will depend on the proceeds of disposition realized by the Fund on the disposition of securities comprising the Common Share Portfolio under the Forward Agreement and the adjusted cost base of such securities. See "Canadian Federal Income Tax Considerations''.

The Fund will be subject to tax under Part I of the Tax Act on the amount of its income for tax purposes for the year, including net realized taxable capital gains, less the portion thereof that it claims in respect of the amounts paid or payable to Unitholders in the year. Provided the Fund makes Distributions in each year of its net income and net realized capital gains, and provided the Fund deducts in computing its income the full amount available for deduction in each year, the Fund will not generally be liable for income tax under Part I of the Tax Act. In order to ensure this result, the Declaration of Trust provides that, if necessary, an Additional Distribution will be automatically payable in each year to Unitholders of record on December 31. The Additional Distribution may be necessary where the Fund realizes income for tax purposes which is in excess of the monthly Distributions paid or made payable to Unitholders during the year. In the event that the Fund does not have cash in an amount sufficient to pay the full amount of the Additional Distribution, such Additional Distribution may, at the option of the Manager, be satisfied by the issuance of additional Units having a value equal to the cash shortfall. See "Canadian Federal Income Tax Considerations". Following such issue of additional Units, the outstanding Units of the Fund will be automatically consolidated on a basis such that the number of consolidated Units (before giving effect to any redemption of Units on such date) is equal to the number of Units outstanding immediately preceding the Additional Distribution, except in the case of a non-resident Unitholder if tax was required to be withheld in respect of the distribution.

Each Unitholder will be mailed annually, on or before March 31, the information necessary to enable such Unitholder to complete an income tax return with respect to amounts paid or payable by the Fund to the Unitholder in the preceding taxation year of the Fund. See "Canadian Federal Income Tax Considerations".

REDEMPTION OF UNITS

Units may be surrendered for redemption in December of any year but must be surrendered at least 20 Business Days prior to the Redemption Date. Units surrendered for redemption will be redeemed on the Redemption Date at a redemption price per Unit equal to 100% of the Net Asset Value per Unit on the Redemption Date (less any costs associated with the redemption, including brokerage costs). The Fund will partially settle the Forward Agreement prior to the Forward Termination Date in order to fund such redemption price and, accordingly, the redemption price will be dependent upon the performance of O&G Trust and the Net Asset Value of O&G Trust units. For the purposes of calculating the Net Asset Value of O&G Trust on the Redemption Date, the value of the units of the Oil & Gas Income Trusts comprising the Portfolio will be equal to the weighted average trading price of such units over the last three Business Days of the month of December as described under "Valuation, Total Assets and Net Asset Value". Payment of the redemption price will be made on or before the tenth Business Day in January, subject to the Manager's right to suspend redemptions in certain circumstances. The Net Asset Value per Unit will vary depending on a number of factors. See "Risk Factors".

In addition to the annual redemption right, Units may be surrendered for redemption at least 20 Business Days prior to the second last Business Day of each month, except for the month of December (when Units may only be surrendered for redemption pursuant to the annual redemption right described above). Unitholders whose Units are redeemed on any Monthly Redemption Date will receive a redemption price per Unit equal to the lesser of (i) 95% of the Market Price of the Units, and (ii) 100% of the Closing Market Price of the Units on the applicable Monthly Redemption Date less, in each case, any costs associated with the redemption, including brokerage costs.

A Unitholder who desires to exercise redemption privileges must do so by causing the CDS Participant through which he or she holds his or her Units to deliver to CDS at its office in the City of Toronto on behalf of the Unitholder, a written notice of the Unitholder's intention to redeem Units by no later than 5:00 p.m. on the relevant notice date described above. A Unitholder who desires to redeem Units should ensure that the CDS Participant is provided with notice of his or her intention to exercise his or her redemption right sufficiently in advance of the Redemption Date deadline so as to permit the CDS Participant to deliver a notice to CDS by 5:00 p.m. on the relevant notice date described above.

By causing a CDS Participant to deliver to CDS a notice of the Unitholder's intention to redeem Units, the Unitholder shall be deemed to have irrevocably surrendered his or her Units for redemption and appointed such CDS Participant to act as his or her exclusive settlement agent with respect to the exercise of such redemption privilege and the receipt of payment in connection with the settlement of obligations arising from such exercise.

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

The Manager may direct the Trustee to suspend the redemption of Units or payment of redemption proceeds (a) for the whole or any part of a period during which normal trading is suspended on one or more stock exchanges, options exchanges or futures exchanges on which more than 50% of the Oil & Gas Income Trusts included in the Portfolio (by value) are listed and traded; or (b) for any period not exceeding 120 days during which the Manager determines that conditions exist which render impractical the sale of assets of the Fund or which impair the ability of the Manager to determine the value of the assets of the Fund. The suspension may apply to all requests for redemption received prior to the suspension, but as for which payment has not been made, as well as to all requests received while the suspension is in effect. In such circumstances all Unitholders shall have, and shall be advised that they have, the right to withdraw their requests for redemption. The suspension shall terminate in any event on the first Business Day on which the condition giving rise to the suspension has ceased to exist provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over the Fund, any declaration of suspension made by the Manager shall be conclusive.

DETAILS OF THE OFFERING

The Offering consists of a minimum of ● Units and a maximum of ● Units at a price of $10.00 per Unit.

The Units

The Fund is authorized to issue an unlimited number of a single class of transferable, redeemable units of beneficial interest, each of which represents an equal, undivided interest in the net assets of the Fund. Units are freely transferable, or as otherwise restricted by the Trustee in order to comply with any applicable laws, regulations or other requirements imposed by regulatory authorities or to obtain, maintain or renew any licences, rights, status or powers pursuant to any applicable laws, regulations or other requirements imposed by any stock exchange or other applicable regulatory authorities.

Each Unit entitles the Unitholder to the same rights and obligations as a Unitholder and no Unitholder is entitled to any privilege, priority or preference in relation to any other holder of Units. Each Unitholder is entitled to one vote for each Unit held and is entitled to participate equally with respect to any and all Distributions made by the Fund, including distributions of net income and net realized capital gains, if any. On termination or liquidation of the Fund, the Unitholders of record are entitled to receive on a *pro rata* basis all of the assets of the Fund remaining after payment of all debts, liabilities and liquidation expenses of the Fund. See "Declaration of Trust – Description of Units" and "Declaration of Trust – Termination of the Fund".

Delivery Form and Denomination

Registration of interests in and transfers of the Units will be made only through the Book-Entry Only System. On the Closing Date, the Trustee will deliver to CDS a certificate representing the aggregate number of Units then subscribed for under the Offering. Units must be purchased, transferred and surrendered for redemption through a CDS Participant. All rights of Unitholders must be exercised through, and all payments or other property to which such Unitholders are entitled will be made or delivered by CDS or the CDS Participant through which the Unitholder holds such Units. Upon purchase of any Units, the Unitholders will receive only a customer confirmation from the registered dealer which is a CDS Participant and from or through which the Units are purchased. References in this prospectus to a Unitholder means, unless the context otherwise requires, the owner of the beneficial interest in such Units.

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

The Fund has the option to terminate registration of the Units through the Book-Entry Only System, in which case certificates for the Units in fully registered form would be issued to beneficial owners of such Units or their nominees.

PLAN OF DISTRIBUTION

Pursuant to the Agency Agreement, the Agents have agreed to act as, and have been appointed as, the sole and exclusive agents of the Fund to offer the Units for sale to the public, on a best efforts basis, if, as and when issued by the Fund. The Units will be issued at a price of $10.00 per Unit. In consideration for their services in connection with this Offering, the Agents will be paid a fee of $0.525 per Unit sold under the Offering and will be reimbursed for reasonable out of pocket expenses incurred by them. The Agents' fees and expenses will be paid by the Fund out of the proceeds of the Offering. The Agents may form a sub-agency group including other qualified investment dealers and limited market dealers and determine the fee payable to the members of such group, which fee will be paid by the Agents out of their fees. While the Agents have agreed to use their best efforts to sell the Units offered hereby, the Agents will not be obligated to purchase any Units which are not sold.

Newport Securities Inc., one of the Agents, is registered as a limited market dealer with the Ontario Securities Commission. Accordingly, Newport Securities Inc. may only make sales pursuant to the Offering for which the exemptions from the registration requirement are not available to it as a market intermediary by virtue of Subsection 206(1) of the Regulation made under the *Securities Act* (Ontario) or Section 3.4 of Ontario Securities Commission Rule 45-501.

The Fund has granted to the Agents the Over-Allotment Option, which is exercisable for a period of 30 days from the Closing and gives the Agents the right to offer additional Units in an amount up to 15% of the aggregate number of Units sold on Closing on the same terms as set forth above. To the extent that the Over-Allotment Option is exercised, the additional Units will be offered at $10.00 per Unit and the Agents will be paid a fee of $0.525 per Unit sold. This prospectus qualifies the grant of the Over-Allotment Option as well as distribution of the Units issuable upon the exercise of the Over-Allotment Option. This prospectus also qualifies the distribution to the Manager at Closing of rights entitling it to receive, upon exercise on or before the last Business Day of each month, payment of the Management Fee for such month in Units.

Subscription amounts received in trust will be held in segregated accounts with a depository who is a registered dealer, bank or trust company until the minimum amount of the Offering has been obtained. If subscriptions for a minimum of ● Units (or $●) have not been received by ●, 2005, the Offering may not continue without the consent of the securities regulatory authorities and those who have subscribed for Units on or before such date. The maximum number of Units which will be sold pursuant to the Offering is ● Units or $●. Under the terms of the Agency Agreement, the Agents, at their discretion on the basis of their assessment of the state of the financial markets and upon the occurrence of certain stated events, may terminate the Agency Agreement and withdraw all subscriptions for Units on behalf of subscribers. In the event the minimum Offering is not achieved by ●, 2005 and the necessary consents are not obtained or, if the Closing does not occur for any reason, subscription proceeds received from prospective purchasers in respect of the Offering will be returned to such purchasers promptly without interest or deduction. Subscriptions for Units will be received subject to rejection or allotment in whole or in part. The right is reserved to close the subscription books at any time without notice. The Closing will take place on or about ●, 2005 or such later date as the Fund and the Agents may agree, but in any event not later than ●, 2005.

There is currently no market through which the Units can be sold. Accordingly, $10.00 per Unit was determined by negotiation between the Agents and the Manager on behalf of the Fund.

Pursuant to policy statements of the Ontario Securities Commission and the Autorité des marchés financiers, the Agents may not, throughout the period of distribution under this prospectus, bid for or purchase Units. The foregoing restriction is subject to exceptions, on the condition that the bid or purchase is not engaged in for the purpose of creating actual or apparent active trading in, or raising the price of, the Units. These exceptions include a bid or purchase permitted under the by-laws and rules of the TSX relating to market stabilization and passive market-making activities and a bid or purchase made for or on behalf of a customer where the order was not solicited during the period of distribution. Subject to the foregoing and applicable laws, an Agent may, in connection with this Offering, over-allot or effect transactions in connection with its over-allotted position. Such transactions, if commenced, may be discontinued at any time.

Pursuant to the Agency Agreement, the Fund and the Manager have agreed to indemnify the Agents and their controlling persons, directors, officers and employees against certain liabilities.

Following the Closing, it is intended that the Fund will enter into the Loan Facility with one or more Lenders which are anticipated to be Canadian chartered bank affiliates of one or more of the Agents. Accordingly, the Fund may be considered to be a "connected issuer" to such Agents. See "Loan Facility".

The Fund has agreed with the Agents not to, directly or indirectly, sell, issue, offer to sell or issue any of its Units, except any Units issued in respect of the Management Fee, or other securities (or announce publicly its intention to do so) for a period of 90 days following the Closing Date without the consent of RBC Dominion Securities Inc., such consent not to be unreasonably withheld.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Stikeman Elliott LLP, counsel to the Fund, and Davies Ward Phillips & Vineberg LLP, counsel to the Agents, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to the acquisition, holding and disposition of Units by a Unitholder who acquires Units pursuant to this prospectus. This summary is applicable to a Unitholder who is an individual (other than a trust) and who, for the purposes of the Tax Act, is resident in Canada, deals at arm's length with the Fund and holds Units as capital property. Generally, Units will be considered to be capital property to a Unitholder provided the Unitholder does not hold the Units in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their Units as capital property may, in certain circumstances, be entitled to have them treated as capital property by making an election in accordance with the Tax Act. This summary is based on the assumptions that the Common Share Portfolio will consist of "Canadian securities" for purposes of the Tax Act and that the Fund will elect in accordance with the Tax Act to have each of its Canadian securities treated as capital property.

This summary is based on the current provisions of the Tax Act, counsel's understanding of the current published administrative and assessing practices of the CRA and the Tax Proposals. This summary does not otherwise take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, nor does it take into account provincial or foreign income tax legislation or considerations. There can be no assurance that the Tax Proposals will be enacted in the form publicly announced or at all.

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

Status of the Fund

This summary is based on the assumptions that the Fund will qualify at all times as a "mutual fund trust" within the meaning of the Tax Act, that the Fund will elect under the Tax Act to be a mutual fund trust from the date it was established, and that the Fund has not been established and will not be maintained primarily for the benefit of non-residents.

To qualify as a mutual fund trust (1) the Fund must be a Canadian resident "unit trust" for purposes of the Tax Act, (2) the only undertaking of the Fund must be the investing of its funds in property (other than real property or interests in real property), and (3) the Fund must comply with certain minimum requirements respecting the ownership and dispersa1 of Units (the "minimum distribution requirements"). In this connection, (i) the Manager intends to cause the Fund to qualify as a unit trust throughout the life of the Fund, (ii) the Fund's undertaking is restricted to the investing of its funds in property (other than real property or interests in real property), and (iii) the Manager and the Agents have advised counsel that they have no reason to believe at the date hereof that the Fund will not comply with the minimum distribution requirements throughout the life of the Fund.

If the Fund were not to qualify as a mutual fund trust, the income tax considerations as described below and under "Eligibility for Investment" would in some respects be materially different.

Taxation of the Fund

The Fund will be subject to tax in each taxation year under Part I of the Tax Act on the amount of its income for the year, including net realized taxable capital gains, less the portion thereof that it deducts in respect of the amount paid or payable to Unitholders in the year. Counsel has been advised that the Fund intends to deduct, in computing its income in each taxation year, the full amount available for deduction in each year and, therefore, provided the Fund makes distributions in each year of its net income and net realized capital gains as described under "Distributions", it will generally not be liable in such year for income tax under Part I of the Tax Act.

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

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income. The Fund may deduct the costs and expenses of this Offering paid by the Fund and not reimbursed at a rate of 20% per year, pro-rated where the Fund's taxation year is less than 365 days.

The Fund will not realize any income, gain or loss as a result of entering into the Forward Agreement. Provided the Fund elects in accordance with the Tax Act to have each of its Canadian securities treated as capital property, gains or losses realized by the Fund on the sale of the Common Share Portfolio will be taxed as capital gains or capital losses. If the obligations of the Fund and the Counterparty under the Forward Agreement are settled by making cash payments, a payment made or received by the Fund may be treated as an income outlay or receipt, as applicable. If the Fund delivers securities in the Common Share Portfolio to the Counterparty in satisfaction of its obligations under the Forward Agreement and receives a payment from the Counterparty equal to the price stipulated in the Forward Agreement, the Fund will realize capital gains (losses) equal to the amount by which such purchase price (less reasonable costs of disposition) exceeds (or is less than) the aggregate adjusted cost base of such securities.

On October 31, 2003 the Department of Finance announced a Tax Proposal relating to the deductibility of losses under the Tax Act. Under this Tax Proposal, a taxpayer will be considered to have a loss from a business or property for a taxation year only if, in that year, it is reasonable to assume that the taxpayer will realize a cumulative profit from the business or property during the time that the taxpayer has carried on, or can reasonably be expected to carry on, the business or has held, or can reasonably be expected to hold, the property. Profit, for this purpose, does not include capital gains or capital losses. If such Tax Proposal were to apply to the Fund, deductions that would otherwise reduce the Fund's taxable income could be denied, with after-tax returns to the Unitholders reduced as a result. It will be necessary for the Fund to monitor its activities and this Tax Proposal, which is proposed to apply to taxation years beginning after 2004.

The Tax Act provides for a special tax on designated income of certain trusts that have designated beneficiaries. This special tax does not apply to a trust for a taxation year if the trust is a mutual fund trust throughout such year. Accordingly, provided that the Fund qualifies as a mutual fund trust throughout a taxation year, it will not be subject to the special tax for such taxation year.

Taxation of Unitholders

A Unitholder will generally be required to include in computing income for a taxation year the amount of the Fund's net income for the taxation year, including net realized taxable capital gains, paid or payable to the Unitholder in the taxation year. The non-taxable portion of the Fund's net realized capital gains paid or payable (whether in cash or in Units) to a Unitholder in a taxation year will not be included in the Unitholder's income for the year. Any other amount in excess of the Fund's net income for a taxation year paid or payable to the Unitholder in the year will not generally be included in the Unitholder's income. Such amount, however, will generally reduce the adjusted cost base of the Unitholder's Units. To the extent that the adjusted cost base of a Unit would otherwise be less than zero, the negative amount will be deemed to be a capital gain realized by the Unitholder from the disposition of the Unit and the Unitholder's adjusted cost base will be increased by the amount of such deemed gain.

Provided that appropriate designations are made by the Fund, such portion of (i) the net realized taxable capital gains of the Fund, and (ii) the taxable dividends received or deemed to be received by the Fund on shares of taxable Canadian corporations, as is paid or payable to a Unitholder, will effectively retain its character and be treated as such in the hands of the Unitholder for purposes of the Tax Act. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the normal gross-up and dividend tax credit rules will apply.

Under the Tax Act, the Fund is permitted to deduct in computing its income for a taxation year an amount which is less than the amount of its distributions for the year. This will enable the Fund to utilize, in a taxation year, losses from prior years without affecting the ability of the Fund to distribute its income annually. The amount distributed to a Unitholder but not deducted by the Fund will not be included in the Unitholder's income. However, the adjusted cost base of the Unitholder's Units will be reduced by such amount.

The Net Asset Value per Unit will reflect any income and gains of the Fund that have accrued at the time Units are acquired. Accordingly, a Unitholder who acquires Units may become taxable on the Unitholder's share of income and gains of the Fund that accrued before the Units were acquired. The purchase price for the Common Share Portfolio under the Forward Agreement from time to time may significantly exceed the aggregate adjusted cost base of the securities comprising the Common Share Portfolio. Therefore, there may be significant accrued gains in the Fund prior to the settlement of the Forward Agreement on or about the Forward Termination Date.

On the disposition or deemed disposition of a Unit, the Unitholder will realize a capital gain (or capital loss) to the extent that the Unitholder's proceeds of disposition (other than any amount payable by the Fund which represents an amount that is otherwise required to be included in the Unitholder's income as described above and net of any reasonable costs of disposition) exceed (or are less than) the adjusted cost base of Units. For the purpose of determining the adjusted cost base to a Unitholder, when a Unit is acquired, the cost of the newly acquired Units will be averaged with the adjusted cost base of all Units owned by the Unitholder as capital property before that time. For this purpose the cost of Units that have been issued as an Additional Distribution as contemplated under "Distributions" will generally be equal to the amount of the net income or capital gain distributed to the Unitholder in Units.

One-half of any capital gain ("taxable capital gain") realized on the disposition of Units will be included in the Unitholder's income and one-half of any capital loss realized may be deducted from taxable capital gains in accordance with the provisions of the Tax Act.

In computing a Unitholder's income for purposes of the Tax Act, any taxable capital gain designated to the Unitholder in accordance with the provisions of the Tax Act, arising from the settlement of the Forward Agreement (or otherwise), may be netted against any allowable capital loss realized by the

Unitholder, including any allowable capital loss realized on the disposition of Units to the Fund on redemption.

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

RISK FACTORS

There are many risks associated with an investment in the Units some of which are outlined below. Investors should consider the following risk factors before subscribing for Units.

Volatility of Oil and Natural Gas Prices

The operational results and financial condition of the Oil & Gas Income Trusts comprising the Portfolio will be dependent upon the prices received for oil and gas production. Oil and gas prices have fluctuated widely during recent years and are affected by supply and demand factors, political events, weather and general economic conditions, among other things. Any decline in oil and gas prices could have an adverse effect on the distributions received by O&G Trust from the Oil & Gas Income Trusts comprising the Portfolio and the value of such Oil & Gas Income Trusts.

Reserve Estimates

The reserve and recovery estimates for the Oil & Gas Income Trusts comprising the Portfolio are only estimates and the actual production and ultimate reserves may be greater or less than the estimates provided.

Fluctuations in Distributions and the Value of the Oil & Gas Income Trusts

The value of the Units will vary according to the value of the Oil & Gas Income Trusts included in the Portfolio, which will depend, in part, upon the performance of such Oil & Gas Income Trusts. The amount of Distributions available for payment to Unitholders will depend on the amount of distributions paid by the Oil & Gas Income Trusts included in the Portfolio. Some of the issuers included in the Portfolio have limited operating histories or limited histories operating as Oil & Gas Income Trusts. The amounts which such issuers have distributed may not be sustainable and the forecast distributions of such issuers may not be realized. The value of the Portfolio will be influenced by factors which are not within the control of the Fund, including the financial performance of the respective issuers, operational risks relating to the conventional production of oil and gas, risks associated with investments in the quality of assets owned by respective issuers, commodity prices, exchange rates, interest rates, the use of leverage, environmental risks, political risks, issues relating to government regulation, including the amount of royalties and other forms of taxation, and other financial market conditions.

Interest Rate Fluctuations

It is anticipated that the market price for the Units at any given time will be affected by the level of interest rates prevailing at such time. A rise in interest rates may have a negative effect on the market price of the Units. Unitholders who wish to redeem or sell their Units may, therefore, be exposed to the risk that the redemption price of the Units will be negatively affected by interest rate fluctuations.

Trading Levels

Units may trade in the market at a discount to the Net Asset Value per Unit and there can be no assurance that the Units will trade at a price equal to the Net Asset Value per Unit.

Illiquid Securities

There is no assurance that an adequate market will exist for the Oil & Gas Income Trusts included in the Portfolio to permit the acquisition of the requisite quantities of securities of the Oil & Gas Income Trusts upon Closing in a short time frame or to permit purchases and sales in accordance with the Rebalancing Criteria in a short time frame. As a result, Distributions received from the Portfolio during the period immediately following the Closing may be less than the amount that would have received had the entire Portfolio been acquired on the Closing Date. Further, if the market for a specific Oil & Gas Income Trust held or required to be held in the Portfolio pursuant to the Investment Guidelines or which must be disposed of pursuant to the Rebalancing Criteria is particularly illiquid, O&G Trust may be unable to acquire or sell the required amount of securities of such Oil & Gas Income Trust without affecting the market price of such securities in a manner that is disadvantageous to the Fund. O&G Trust cannot predict whether the Oil & Gas Income Trusts held by it will trade at a discount to, a premium to, or at their respective net asset values.

If O&G Trust is unable to dispose of some or all of the Oil & Gas Income Trusts upon receipt of a redemption request on the Forward Termination Date, the Fund may experience a delay in the receipt of the payment by the Counterparty under the Forward Agreement until such time as O&G Trust is able to dispose of such O&G Trust securities. If the Manager is required to acquire certain securities for O&G Trust, the Manager may be unable to acquire the number of such securities, or to acquire such securities at a price acceptable to the Manager, if the market for such securities is particularly illiquid.

Changes in Legislation

There can be no assurance that certain laws applicable to the Fund, including income tax laws, government incentive programs and the treatment of mutual fund trusts under the Tax Act will not be changed in a manner which adversely affects the distributions received by the Fund.

Use of Leverage

O&G Trust is utilizing leverage in order to enhance total return. The use of leverage may result in capital losses or a decrease in distributions by O&G Trust which by virtue of the Forward Agreement, would have an adverse effect on Unitholders. The interest expense and banking fees incurred in respect of the Loan Facility may exceed the incremental capital gains, if any, and income generated by the incremental investment in Oil & Gas Income Trusts to be included in the Portfolio with the borrowed funds. There can be no assurance that the borrowing strategy employed by O&G Trust will enhance returns. In addition, the Loan Facility may impose additional restrictions on O&G Trust and O&G Trust may not be able to renew the Loan Facility on acceptable terms.

Loss of Investment

An investment in the Fund is appropriate only for investors who have the capacity to absorb a loss of some or all of their investment and who can withstand the effect of a Distribution not being made in any period.

Operating History

The Fund is a newly organized investment trust with no previous operating history. There is currently no public market for the Units, and there can be no assurance that an active public market will develop or be sustained after completion of this Offering.

Securities Lending

The Fund and O&G Trust may engage in securities lending as described under "The Forward Agreement – Securities Lending". Although the Fund and O&G Trust will receive collateral for the loans and such collateral will be marked-to-market, the Fund and O&G Trust will be exposed to the risk of loss should the borrower default on its obligation to return the borrowed securities and the collateral be insufficient to reconstitute the portfolio of loaned securities.

Conflicts of Interest

The Manager and BCA and their directors and officers engage in the promotion, management or investment management of one or more funds or trusts which invest primarily in Income Funds.

Although none of the directors or officers of the Manager or BCA will devote his or her full time to the business and affairs of the Fund and O&G Trust, each director and officer of the Manager or BCA will devote as much time as is necessary to supervise the management of (in the case of the directors) or to manage the business and affairs of (in the case of officers) the Fund, O&G Trust, the Manager and BCA, as applicable.

Status of the Fund

As the Fund is not a mutual fund as defined under Canadian securities laws, the Fund is not subject to the Canadian policies and regulations that apply to open-end mutual funds. It is intended that the Fund will be a mutual fund trust for purposes of the Tax Act.

No Assurance of Monthly Distributions and No Guaranteed Rate of Return

There is no assurance that the Fund will be able to pay monthly Distributions. The Fund expects to exercise its right to partially settle the Forward Agreement prior to the Forward Termination Date in order to permit the Fund to fund monthly Distributions as well as redemptions of Units by Unitholders from time to time, payment for purchases of Units in the market and expenses and other liabilities of the Fund. Accordingly, the Fund's ability to pay Distributions will be influenced by the performance of O&G Trust, as the return to the Unitholders and the Fund will be dependent upon the return on O&G Trust by virtue of the Forward Agreement.

As a consequence of entering into the Forward Agreement, the Fund will forgo the benefits of any increase in the value of the Common Share Portfolio.

Counterparty Risk

The Fund will enter into the Forward Agreement with the Counterparty pursuant to which the Fund will be required to deliver to the Counterparty on the Forward Termination Date the Common Share Portfolio in exchange for a cash payment in an amount equal to the redemption proceeds of the number of units of O&G Trust specified in the Forward Agreement or the appropriate party will make a net cash settlement payment to the other party. In entering into the Forward Agreement, the Fund will be exposed to the credit risk associated with the Counterparty. Depending on the value of the Common Share Portfolio, the Fund's exposure to the credit risk of the Counterparty may be significant. In addition, the possibility exists that the Counterparty will default on their payment obligations under the Forward Agreement or that the proceeds of the Forward Agreement will be used to satisfy other liabilities of the Fund, which liabilities could include obligations to third-party creditors in the event the Fund has insufficient assets, excluding the proceeds of the Forward Agreement, to pay its liabilities. Unitholders will have no recourse or rights against the assets of O&G Trust or the Counterparty and the Counterparty is not responsible for the returns of the Portfolio.

Treatment of Proceeds under the Forward Agreement

In determining its income for tax purposes, the Fund will treat gains or losses on the disposition of securities in the Common Share Portfolio under the Forward Agreement as capital gains and losses. The CRA's practice is not to grant advance income tax rulings on the characterization of items as capital gains or income and no advance income tax ruling has been requested or obtained.

If, contrary to the advice of counsel to the Fund and to the Agents or as a result of a change of law, upon physical settlement of the Forward Agreement the character and timing of the gain under the Forward Agreement were other than a capital gain on the sale of the securities thereunder, after-tax returns to Unitholders could be reduced.

Tax Matters

On October 31, 2003 the Department of Finance announced a Tax Proposal relating to the deductibility of losses under the Tax Act. Under this Tax Proposal, a taxpayer will be considered to have a loss from a business or property for a taxation year only if, in that year, it is reasonable to assume that the taxpayer will realize a cumulative profit from the business or property during the time that the taxpayer has carried on, or can reasonably be excepted to carry on, the business or has held, or can reasonably be expected to hold, the property. Profit, for this purpose, does not include capital gains or capital losses. If such Tax Proposal were to apply to the Fund, deductions that would otherwise reduce the Fund's taxable income could be denied, with after-tax returns to the Unitholders reduced as a result. It will be necessary for the Fund to monitor its activities and this Tax Proposal, which is proposed to apply to taxation years beginning after 2004.

CONFLICTS OF INTEREST

The Declaration of Trust acknowledges that the Trustee may provide services to the Fund in other capacities, provided that the terms of any such arrangements are no less favourable to the Fund than those which would be obtained from parties which are at arm's length for comparable services.

In addition, the directors and officers of the Manager and BCA may be directors, officers, shareholders or unitholders of one or more issuers in which the Fund may acquire securities. The Manager, BCA or their affiliates may be a manager of one or more issuers in which the Fund or O&G Trust may acquire securities and may be managers or administrators of funds that invest in the same securities as the Fund or O&G Trust. See "The Manager".

Although the Manager does not currently engage in any other business, its services are not exclusive to the Fund or O&G Trust. BCA acts as the investment advisor or administrator for other funds and may in the future act as the investment advisor to other funds which invest in Oil & Gas Income Trusts and which are considered competitors of the Fund.

Certain of the Agents may also, from time to time including prior to the Closing of the Offering, be engaged as an underwriter in connection with initial public offerings of securities of new Oil & Gas Income Trusts which may be purchased by the Fund and included in the Portfolio.

THE TRUSTEE

Computershare Trust Company of Canada will act as Trustee of the Fund. The Trustee is responsible for certain aspects of the administration of the Fund as described in the Declaration of Trust.

The Trustee or any successor Trustee may resign upon 90 days' written notice to the Manager or may be removed by an Extraordinary Resolution passed at a meeting of unitholders called for such purpose. Any such resignation or removal shall become effective only on the appointment of a successor

Trustee. If, after notice of resignation has been received from the Trustee, no successor has been appointed within 90 days of such notice, the Trustee, the Manager or any unitholder may apply to a court of competent jurisdiction for the appointment of a successor Trustee.

The Declaration of Trust provides that the Trustee will not be liable in carrying out its duties under the Declaration of Trust except in cases where the Trustee fails to act honestly and in good faith with a view to the best interests of the unitholders or to exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the Trustee and indemnifying the Trustee in respect of certain liabilities incurred by it in carrying out its duties.

The address of the Trustee is 100 University Avenue, 11th Floor, Toronto, Ontario M5J 2Y1.

The Trustee is entitled to receive fees from the Fund as described under "Fees and Expenses Payable by the Fund – Ongoing Expenses" and to be reimbursed by the Fund for all expenses which are reasonably incurred by the Trustee in connection with the activities of the Fund.

DECLARATION OF TRUST

The following description of the Declaration of Trust does not purport to be complete and is subject to, and is qualified in its entirety by reference, to the Declaration of Trust.

General

The Fund is an investment trust created pursuant to the Declaration of Trust and governed by the laws of the Province of Ontario. The Declaration of Trust provides that the Fund is restricted to acquiring the Common Share Portfolio, entering into and performing its obligations under the Forward Agreement with the Counterparty and other documentation relating thereto and lending Common Share Portfolio securities.

Description of Units

The Fund is authorized to issue an unlimited number of transferable, redeemable Units of beneficial interest, each of which represents an equal undivided interest in the net assets of the Fund. Each Unit entitles the holder to the same rights and obligations as a Unitholder and no Unitholder is entitled to any privilege, priority or preference in relation to any other holder of Units. Each holder of Units is entitled to one vote for each whole Unit held and is entitled to participate equally with respect to any and all Distributions made by the Fund, including distributions of net income and net realized capital gains, if any. On termination or liquidation of the Fund, the Unitholders of record are entitled to receive on a *pro rata* basis all of the assets of the Fund remaining after payment of all debts, liabilities and liquidation expenses of the Fund. Unitholders will have no voting rights in respect of common shares held by the Fund. From time to time, the Manager will determine whether or not to exercise the voting rights attached to the Oil & Gas Income Trusts held by the Fund and, if so, how such securities will be voted.

On December 16, 2004, the *Trust Beneficiaries' Liability Act, 2004* (Ontario) came into force. This statute provides that holders of units of a trust are not, as beneficiaries, liable for any act, default, obligation or liability of the trust if, when the act or default occurs or the liability arises, (i) the trust is a reporting issuer under the *Securities Act* (Ontario), and (ii) the trust is governed by the laws of Ontario. The Fund will be a reporting issuer under the *Securities Act* (Ontario) prior to Closing and it is governed by the laws of Ontario by virtue of the provisions of the Declaration of Trust.

Investment Restrictions of the Fund

The Declaration of Trust provides that the Fund will be subject to, among other things, the following investment restrictions:

(a) In respect of the Common Share Portfolio, the Fund will restrict its investments to common shares of Canadian public companies that are ''Canadian securities'' for the purposes of the Tax Act. The Fund will not make or retain investments that would render the common shares ''foreign property'' for purposes of Part XI of the Tax Act.

(b) The Fund will restrict its investments in any one issuer to no more than 10% of its total assets at the time of investment in such issuer.

(c) The Fund will manage its investments and affairs to ensure that it will be a "mutual fund trust" for purposes of the Tax Act and will not acquire any property that is "taxable Canadian property" of the Fund as such term is defined in the Tax Act.

The Fund will not enter into or maintain a forward contract or other derivative contract (other than the Forward Agreement or an agreement entered into for the same purpose), unless the Fund holds the Common Share Portfolio or other cash cover (within the meaning of NI 81-102) in an amount which, together with margin on account of the forward contract or other derivative and the market value of the forward contract or derivative, is not less than, on a daily mark-to-market basis, the underlying market exposure of the forward contract or derivative (being that amount that is equal to the number of common shares underlying the forward contract or derivative multiplied by the current market value of such common share).

Information and Reports to Unitholders

The Fund will furnish to Unitholders such financial statements (including interim unaudited and annual audited financial statements, accompanied by management's discussion and analysis of the affairs and operations of the Fund) and other reports as are from time to time required by applicable law, including prescribed forms needed for the completion of Unitholders' tax returns under the Tax Act and equivalent provincial legislation.

Prior to any meeting of Unitholders, the Fund will provide the Unitholders (along with notice of such meeting) all such information as is required by applicable law to be provided to such Unitholders.

Repurchase of Units

The Declaration of Trust provides that, subject to applicable law, the Fund may, in its sole discretion, from time to time purchase (in the open market or by invitation for tenders) Units for cancellation up to a maximum in any 12 month period of 10% of the number of Units outstanding at the beginning of such period, in all cases at a price per Unit not exceeding the most recently calculated Net Asset Value per Unit immediately prior to the date of any such purchase of Units. It is expected that these purchases will be made as normal course issuer bids through the facilities and under the rules of the TSX or such other exchange or market on which the Units are then listed.

Modification of Declaration of Trust and Meetings of Unitholders

Except as provided below, the Declaration of Trust may be amended by an Ordinary Resolution approved at a meeting of Unitholders duly convened and held in accordance with the provisions in that regard contained in the Declaration of Trust, or by the written consent in lieu of a meeting if there is only one Unitholder. Not less than 21 days' notice will be given for any meeting of Unitholders. The quorum for any meeting of Unitholders is two or more Unitholders present in person or represented by proxy holding not less than five percent of the Units then outstanding. If no quorum is present at such meeting when called, the meeting, if convened upon the request of the Unitholders, shall be dissolved, but in any other case shall be adjourned for not less than 14 days and the Unitholders present in person or represented by proxy at such adjourned meeting form the necessary quorum. At any such meetings, each Unitholder will be entitled to one vote for each whole Unit held.

The following may only be undertaken with the approval of Unitholders by an Ordinary Resolution passed at a meeting called for the purpose of considering such Ordinary Resolution, provided that Unitholders holding at least 10% of the Units outstanding on the record date of the meeting vote in favour of such Ordinary Resolution:

(i) any termination of the Fund Management Agreement other than termination in circumstances where the Manager has been removed by the Trustee pursuant to the Declaration of Trust or the Fund Management Agreement or the Manager has resigned;

(ii) the liquidation, dissolution or termination of the Fund;

(iii) an amendment to the Declaration of Trust to permit the redemption or retraction of Units at the option of the Unitholder or the Fund, other than as currently provided for in the Declaration of Trust; and

(iv) the sale of all or substantially all of the assets of the Fund other than in the ordinary course.

The following may only be undertaken with the approval of Unitholders by an Extraordinary Resolution:

(i) the termination of the Trustee or any one of its affiliates as the trustee of the Fund;

(ii) any change in the Investment Guidelines, Rebalancing Criteria or Investment Restrictions, unless such changes are necessary to ensure compliance with applicable laws, regulations or other requirements imposed by applicable regulatory authorities from time to time;

(iii) any material change in the Fund Management Agreement, other than its termination;

(iv) any increase in the Management Fee;

(v) any amendment, modification or variation in the provisions or rights attaching to the Units;

(vi) any issue of Units for net proceeds per Unit less than the most recently calculated Net Asset Value per Unit prior to the date of the setting of the subscription price by the Fund;

(vii) any change in the frequency of calculating Net Asset Value per Unit to less often than weekly; and

(viii) a determination by the Trustee, at its option (other than to fund monthly distributions, redemptions, purchases of Units or expenses of the Fund or in circumstances in which no Substitute Counterparty Arrangement is available or in certain other circumstances), to settle or terminate the Forward Agreement in whole or in part.

The Trustee is entitled to amend the Declaration of Trust without the consent of, or notice to, the Unitholders, to:

(i) remove any conflicts or other inconsistencies which may exist between any terms of the Declaration of Trust and any provisions of any law, regulation or requirements of any governmental authority applicable to or affecting the Fund;

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

(iii) bring the Declaration of Trust into conformity with applicable laws, rules and policies of Canadian securities regulators or with current practice within the securities or investment fund industries, provided such amendments do not in the opinion of the Manager adversely affect the pecuniary value of the interest of the Unitholders or restrict any protection for the Trustee or the Manager or increase their respective responsibilities;

(iv) maintain the status of the Fund as a "mutual fund trust" or a "registered investment" for the purposes of the Tax Act or to respond to amendments to such Act or to the interpretation or administration thereof; or

(v) provide added protection or benefit to Unitholders.

The holders of not less than 10% of the then outstanding Units may requisition the Trustee to call a meeting of Unitholders for the purpose stated in the requisition.

The Fund, subject to obtaining all necessary regulatory approvals, does not intend to hold annual meetings of Unitholders. However, the Fund will undertake to the TSX to hold annual meetings of Unitholders if so instructed by the TSX. To date, the TSX has not instructed the Fund to hold annual meetings of Unitholders.

Take-over Bids

The Declaration of Trust contains provisions to the effect that if a take-over bid is made for the Units and not less than 90% of the Units (but not including any Units held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Units held by the Unitholders who did not accept the take-over bid on the terms offered by the offeror.

Termination of the Fund

The Fund will terminate on or about March 31, 2015, unless terminated earlier in accordance with the Declaration of Trust or unless Unitholders determine to terminate the Fund prior to such date or an alternative to termination is approved by an Extraordinary Resolution at a meeting called for such purpose. The Fund will, after settlement of the Forward Agreement, and after paying or making adequate provision for all of the Fund's liabilities, distribute the net assets of the Fund to Unitholders, on a pro rata basis, as soon as practicable after the Forward Termination Date. The payment of the net assets of the Fund to the Unitholders after the Forward Termination Date is expected, subject to performance of O&G Trust and the Counterparty, to consist of an amount equal to the redemption proceeds of the number of units of O&G Trust specified in the Forward Agreement.

The Manager may, in its discretion, terminate the Fund without the approval of Unitholders if, in its opinion, the Net Asset Value of the Fund is reduced as a result of redemptions or otherwise so that it is no longer economically feasible to continue the Fund and it would be in the best interests of the Unitholders to terminate the Fund.

The Fund will also be terminated in the event of the resignation of the Manager if a replacement Manager has not been appointed within 120 days of the date upon which the Manager gives notice to the Trustee of its resignation. Such termination shall occur on the date which is 60 days following the last day of the aforementioned 120 day period.

PROMOTER

The Manager took the initiative in creating the Fund and, accordingly, is a promoter as defined in the securities legislation of certain provinces and territories of Canada. Except as otherwise described herein, the Manager will not receive any benefits, directly or indirectly, from the issuance of Units offered hereunder.

LEGAL PROCEEDINGS

Neither the Fund nor the Manager is involved in any material legal proceedings, nor is the Trustee or the Manager aware of existing or pending legal or arbitration proceedings involving the Fund or the Manager.

MATERIAL CONTRACTS

The only material contracts entered into by the Fund or the Manager during the past two years or to which either of them will become a party prior to the Closing, other than during the ordinary course of business, are as follows:

(a) the Declaration of Trust referred to under "The Fund" and under "Declaration of Trust";

(b) the Fund Management Agreement referred to under "The Manager - Management Agreements";

(c) the Custodian Agreement to be entered into on or prior to the Closing Date referred to under "Custodian";

(d) the Agency Agreement referred to under "Plan of Distribution"; and

(e) the Forward Agreement referred to under "The Forward Agreement".

Copies of the foregoing documents may be examined during normal business hours at the principal office of the Fund during the period of distribution to the public of the Units offered under the Offering and for a period of 30 days thereafter. Copies of the Declaration of Trust may be obtained at any time from the Trustee on written request.

LEGAL MATTERS

Certain legal matters in connection with the issuance and sale of the Units offered by this prospectus will be passed upon on behalf of the Fund by Stikeman Elliott LLP and on behalf of the Agents by Davies Ward Phillips & Vineberg LLP.

AUDITORS

The auditors of the Fund are PricewaterhouseCoopers LLP, Chartered Accountants, Suite 3000, Royal Trust Tower, Toronto-Dominion Centre, Toronto, Ontario M5K 1G8.

CUSTODIAN

● will be appointed the custodian of the assets of the Fund and O&G Trust on or prior to the Closing Date pursuant to the Custodian Agreement dated ●. However, the Custodian will not hold

Common Share Portfolio securities owned by the Fund and pledged to the Counterparty. The Custodian may employ sub-custodians as considered appropriate in the circumstances. Subject to certain exemptions as set out in the Custodian Agreement, the Custodian is not responsible for any ongoing assessment, adequacy or monitoring of or any liability for any loan or credit facility or any liability for holding or control of any property of the Fund pledged to a counterparty and not directly held by the Custodian. The address of the Custodian is ●.

REGISTRAR, TRANSFER AGENT AND DISTRIBUTION AGENT

● has been appointed the registrar, transfer agent and distribution agent for the Units.

The register and transfer ledger will be kept by the Trustee at its principal stock and bond transfer offices located in Toronto.

PURCHASERS' STATUTORY RIGHTS

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

AUDITORS' CONSENT

We have read the prospectus of Brompton Advantaged Equal Weight Oil & Gas Income Fund (the "Fund") dated ●, 2005 relating to the initial public offering of Units of the Fund. We have complied with Canadian generally accepted standards for an auditor's involvement with Offering documents.

We consent to the use in the above-mentioned prospectus of our report to the Unitholder and Trustee of the Fund on the statement of financial position of the Fund as at ●, 2005. Our report is dated ●, 2005.

Toronto, Canada
●, 2005

(Signed) ●
Chartered Accountants

AUDITORS' REPORT

To the Unitholder and the Trustee of Brompton Advantaged Equal Weight Oil & Gas Income Fund:

We have audited the statement of financial position of Brompton Advantaged Equal Weight Oil & Gas Income Fund (the "Fund") as at ●, 2005. This statement of financial position is the responsibility of the Fund's management. Our responsibility is to express an opinion on this statement of financial position 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 statement of financial position is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of financial position. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement of financial position.

In our opinion, this financial statement presents fairly, in all material respects, the financial position of the Fund as at ●, 2005 in accordance with Canadian generally accepted accounting principles.

Toronto, Canada
●, 2005

(Signed) ●
Chartered Accountants

BROMPTON ADVANTAGED EQUAL WEIGHT OIL & GAS INCOME FUND

STATEMENT OF FINANCIAL POSITION

As at ●, 2005

Assets

Cash $20

Unitholder's Equity

Unitholder's Equity (Note 1) $20

The accompanying notes are an integral part of this statement of financial position.

Approved on behalf of Brompton Advantaged Equal Weight Oil & Gas Income Fund
By: Brompton AOG Management Limited

(Signed) ●
Director

(Signed) ●
Director

BROMPTON ADVANTAGED EQUAL WEIGHT OIL & GAS INCOME FUND

NOTES TO STATEMENT OF FINANCIAL POSITION

As at ●, 2005

1. ORGANIZATION AND UNITHOLDER'S EQUITY

Brompton Advantaged Equal Weight Oil & Gas Income Fund (the "Fund") is an investment trust created under the laws of the Province of Ontario pursuant to a declaration of trust dated as of ●, 2005. The beneficiaries of the Fund will be the holders of Units being offered pursuant to this prospectus. The Fund has authorized an unlimited number of redeemable transferable units ("Units"). On ●, 2005, the Fund was settled with $10 in cash as contributed surplus and issued an initial Unit for cash consideration of $10 to Brompton AOG Management Limited (the "Manager"), the manager of the Fund.

2. MANAGEMENT AND SERVICE FEES

The Manager will receive a Management Fee from the Fund and O&G Trust which in aggregate is equal to 0.45% per annum of the Net Asset Value of the Fund, which at the option of the Manager is payable in cash or Units. The Fund will also pay to the Manager a Service Fee of 0.30% per annum payable quarterly of the Net Asset Value of the Fund. The Service Fee will be used by the Manager to in turn pay a service fee to dealers based on the number of Units held by the clients of such dealers.

3. SUBSEQUENT EVENT

(a) The Fund and the Manager have entered into an agency agreement with RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., HSBC Securities (Canada) Inc., Canaccord Capital Corporation, Desjardins Securities Inc., First Associates Investments Inc., Raymond James Ltd., Dundee Securities Corporation, IPC Securities Corporation, Wellington West Capital Inc., Acadian Securities Incorporated, Newport Securities Inc. and Research Capital Corporation (collectively, the "Agents") dated as ●, 2005 pursuant to which the Fund has agreed to create, issue and sell, and the Agents have agreed to offer for sale to the public, a minimum of ● Units and a maximum of ● Units at $10 per Unit. In consideration for their services in connection with this Offering, the Agents will be paid a fee of $0.525 per Unit out of the proceeds of the Offering.

(b) As set forth in the initial public offering prospectus dated ●, 2005, the Fund proposes to issue a minimum of ● Units and a maximum of ● Units at a price of $10 per Unit.

CERTIFICATE OF THE FUND AND THE PROMOTER

Dated: January 24, 2005

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by Part 9 of the *Securities Act* (British Columbia), by Part 9 of the *Securities Act* (Alberta), by Part XI of the *Securities Act* (Saskatchewan), by Part VII of the *Securities Act* (Manitoba), by Part XV of the *Securities Act* (Ontario), by Section 63 of the *Securities Act* (Nova Scotia), by Section 6 of the *Securities Act* (New Brunswick), by Part II of the *Securities Act* (Prince Edward Island), by Part XIV of the *Securities Act* (Newfoundland), by the *Securities Act* (Yukon), by the *Securities Act* (Northwest Territories) and by the *Securities Act* (Nunavut) and the respective regulations thereunder. This prospectus does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed within the meaning of the *Securities Act* (Quebec) and the respective regulations thereunder.

BROMPTON ADVANTAGED EQUAL WEIGHT OIL & GAS INCOME FUND
BY ITS ATTORNEY, BROMPTON AOG MANAGEMENT LIMITED

By: (Signed) RAYMOND R. PETHER
Chief Executive Officer

By: (Signed) MARK A. CARANCI
Chief Financial Officer

On behalf of the board of directors of
BROMPTON AOG MANAGEMENT LIMITED

By: (Signed) PETER A. BRAATEN
Director

By: (Signed) PETER L. WALLACE
Director

Promoter
BROMPTON AOG MANAGEMENT LIMITED

By: (Signed) RAYMOND R. PETHER
Chief Executive Officer

CERTIFICATE OF THE AGENTS

Dated: January 24, 2005

To the best of our knowledge, information and belief, the foregoing constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by Part 9 of the *Securities Act* (British Columbia), by Part 9 of the *Securities Act* (Alberta), by Part XI of the *Securities Act*, (Saskatchewan), by Part VII of the *Securities Act* (Manitoba), by Part XV of the *Securities Act* (Ontario), by Section 64 of the *Securities Act* (Nova Scotia), by Section 6 of the *Securities Act* (New Brunswick), by Part II of the *Securities Act* (Prince Edward Island), by Part XIV of the *Securities Act* (Newfoundland), by the *Securities Act* (Yukon), by the *Securities Act* (Northwest Territories) and by the *Securities Act* (Nunavut) and the respective regulations thereunder. To our knowledge, this prospectus does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed within the meaning of the *Securities Act* (Quebec) and the regulations thereunder.

RBC DOMINION SECURITIES INC.

By: (Signed) EDWARD V. JACKSON

CIBC WORLD MARKETS INC.

By: (Signed) RONALD W. A. MITCHELL

BMO NESBITT BURNS INC.

By: (Signed) DAVID R. THOMAS

NATIONAL BANK FINANCIAL INC.

By: (Signed) MICHAEL D. SHUH

SCOTIA CAPITAL INC.

By: (Signed) BRIAN D. MCCHESNEY

TD SECURITIES INC.

By: (Signed) DAVID BEATTIE

HSBC SECURITIES (CANADA) INC.

By: (Signed) DEBORAH J. SIMKINS

CANACCORD CAPITAL CORPORATION

By: (Signed) ALLAN STRATHDEE

DESJARDINS SECURITIES INC.

By: (Signed) BETH SHAW

FIRST ASSOCIATES INVESTMENTS INC.

By: (Signed) CHARLES PENNOCK

RAYMOND JAMES LTD.

By: (Signed) SARA MINATEL

DUNDEE SECURITIES CORPORATION

By: (Signed) DAVID P. STYLES

IPC SECURITIES CORPORATION

By: (Signed) KELLY D. KLATIK

WELLINGTON WEST CAPITAL INC.

By: (Signed) KEVIN HOOKE

ACADIAN SECURITIES INCORPORATED

By: (Signed) JOHN HANRAHAN

NEWPORT SECURITIES INC.

By: (Signed) JOHN GARROW

RESEARCH CAPITAL CORPORATION

By: (Signed) DAVID KEATING

BROMPTON *Advantaged*

EQUAL WEIGHT OIL & GAS

INCOME FUND

BROMPTON

GROUP