PROSPECTUS

Initial Public Offering October 19, 2011

SYMPHONY FLOATING RATE SENIOR LOAN FUND

Maximum $100,000,000
(10,000,000 Units)

Symphony Floating Rate Senior Loan Fund has been established to provide unitholders with investment exposure to a diversified portfolio (the "Portfolio") consisting primarily of short-duration floating rate senior corporate debt instruments. The Fund will not hold the Portfolio but, instead, will obtain economic exposure to the Portfolio through a forward purchase agreement (the "Forward Agreement") with The Bank of Nova Scotia (the "Counterparty"). The Fund is therefore fully exposed to the credit risk associated with the Counterparty, however, the Counterparty will pledge collateral in favour of the Fund to secure its obligations under the Forward Agreement. By virtue of the Forward Agreement, the performance of the Fund will be dependent on the performance of the Portfolio. See "Overview of the Investment Structure — The Forward Agreement" and "Risk Factors".

Symphony Floating Rate Senior Loan Fund is a closed-end investment fund established under the laws of the Province of Ontario. The Fund proposes to offer Class A Units at a price of $10.00 per Class A Unit and Class U Units at a price of US$10.00 per Class U Unit. The Class U Units are designed for investors wishing to make their investment in U.S. dollars.

The investment objectives of the Fund are to:

(i) provide monthly tax-advantaged distributions consisting primarily of returns of capital; and

(ii) preserve capital,

in each case, through exposure to an actively managed, diversified portfolio consisting primarily of short-duration floating rate senior corporate debt instruments, including senior secured loans and other senior debt obligations of North American non-investment grade corporate borrowers. See "Investment Objectives".

Brompton Funds Limited will act as manager and investment manager of the Fund and of SSF Trust. The Manager is a member of the Brompton Group, a leading provider of TSX-listed investment funds. See "Organization and Management Details of the Fund — The Manager".

Symphony Asset Management LLC, a wholly owned subsidiary of Nuveen Investments, Inc. founded in 1994, will act as sub-advisor for SSF Trust in connection with the selection, purchase and sale of Senior Loans and other assets of the Portfolio. See "Organization and Management Details of the Fund — The Sub-Advisor".

Price: $10.00 per Class A Unit and US$10.00 per Class U Unit

	Price to the Public[1]	Agents' Fee	Net Proceeds to the Fund[2]
Per Class A Unit	$10.00	$0.525	$9.475
Per Class U Unit	US$10.00	US$0.525	US$9.475
Minimum Total Offering[3][4]	$25,000,000	$1,312,500	$23,687,500
Maximum Total Offering[4]	$100,000,000	$5,250,000	$94,750,000

Notes:

(1) The terms of the Offering were established through negotiation between the Agents and the Manager on behalf of the Fund.

(2) Before deducting the expenses of the Offering, estimated to be $810,000 in the case of the maximum total Offering (but not to exceed 1.5% of the gross proceeds of the Offering) which, together with the Agents' fee, will be paid by the Fund from the proceeds of the Offering.

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(3) There will be no Closing unless a minimum of 2,500,000 Class A Units are sold. If subscriptions for such minimum have not been received within 90 days after a final receipt for this prospectus is issued, the Offering may not continue and subscription proceeds will be returned to subscribers, without interest or deduction, unless an amendment to this prospectus is filed.

(4) The Fund has granted to the Agents an option (the "Over-Allotment Option"), exercisable for a period of 30 days from the Closing Date, to purchase up to 15% of the aggregate number of Class A Units issued 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 to the Fund are estimated to be $115,000,000, $6,037,500 and $108,962,500, respectively (assuming only Class A Units are sold). This prospectus also qualifies the grant of the Over-Allotment Option and the distribution of the Class A Units issuable on the exercise of the Over-Allotment Option. A purchaser who acquires Class A Units forming part of the Agents' over-allocation position acquires such Class A Units under this prospectus, regardless of whether the Agents' over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See "Plan of Distribution".

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 Fund's investment objectives will be achieved or that the Net Asset Value per Unit will appreciate or be preserved. An investment in the Fund is appropriate only for investors who have the capacity to absorb investment losses. Prospective investors should read carefully the risk factors described in this prospectus. There is no market through which the Units may be sold and purchasers may not be able to resell securities purchased under this prospectus. This may affect the pricing of the securities in the secondary market, the transparency and availability of trading prices, the liquidity of the Units and the extent of issuer regulation. See "**Risk Factors". The TSX has conditionally approved the listing of the Class A Units subject to the Fund fulfilling all of the requirements of the TSX on or before November 22, 2011.**

On Closing, the Fund will enter into the Forward Agreement with the Counterparty, which will be a Canadian chartered bank affiliate of one of the Agents. In addition, following the Closing, SSF Trust may enter into a leverage facility with one or more lenders which may be affiliates of one or more of the Agents. Accordingly, the Fund may be considered to be a "connected issuer" of such Agents. See "Plan of Distribution".

RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., Scotia Capital Inc., TD Securities Inc., GMP Securities L.P., HSBC Securities (Canada) Inc., Raymond James Ltd., Canaccord Genuity Corp., Macquarie Private Wealth Inc., Desjardins Securities Inc., Dundee Securities Ltd., Mackie Research Capital Corporation and Manulife Securities Incorporated, as agents, conditionally offer the Units for sale, subject to prior sale, on a best efforts basis, if, as and when issued 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 McMillan LLP. The Agents may over-allot or effect transactions as described under "Plan of Distribution".

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. Registrations of interests in and transfers of Units will be made only through the book-based system administered by CDS Clearing and Depository Services Inc. 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 in the Units. Closing is expected to occur on or about November 1, 2011 or such later date as the Fund and the Agents may agree, but in any event not later than 90 days after a final receipt for this prospectus has been issued.

Certain capitalized terms used, but not defined, in the foregoing are defined in the "Glossary of Terms".

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PROSPECTUS SUMMARY

The following is a summary of the principal features of the 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 Symphony Floating Rate Senior Loan Fund is a closed-end investment fund established under the laws of the Province of Ontario and governed by the Declaration of Trust. See "Overview of the Legal Structure of the Fund".

The Offering The Fund is offering Class A Units, at a price of $10.00 per Class A Unit, and Class U Units, at a price of US$10.00 per Class U Unit. The Class U Units are designed for investors wishing to make their investment in U.S. dollars. Class U Units may be converted into Class A Units on a weekly basis. See "Plan of Distribution".

Investment Objectives The Fund's investment objectives are to:

(i) provide monthly tax-advantaged distributions consisting primarily of returns of capital;

(ii) preserve capital,

in each case, through exposure to an actively managed, diversified portfolio consisting primarily of short-duration floating rate senior corporate debt instruments, including senior secured loans and other senior debt obligations of North American non-investment grade corporate borrowers. See "Investment Objectives".

Investment Strategy The Sub-Advisor will invest the assets of SSF Trust in a diversified portfolio consisting primarily of short-duration floating rate senior secured loans. Up to 20% of the Portfolio may be invested in other non-investment grade corporate debt instruments including Second Lien Loans and High-Yield Bonds.

Symphony's 17-member team (as at June 30, 2011) of experienced credit investment professionals will combine fundamental credit analysis with a macroeconomic view, to make tactical investments in debt instruments within sectors the team considers attractive given industry dynamics and economic activity. The investment team will conduct a holistic review of each potential investment, taking into account such factors as issuer liquidity, cash flow generation, relative value, potential corporate actions, and other possible catalysts. The final Portfolio will be diversified and will be subject to a rigorous risk management process which will include ongoing monitoring and review. See "Organization and Management Details of the Fund – The Sub-Advisor".

See "Investment Strategy" and "Risk Factors".

Senior Loans Overview Over the last 20 years, the Senior Loan market has developed into a large and active market. The U.S. Senior Loan market, as represented by the Credit Suisse Leveraged Loan Index (the "Senior Loan Index"), comprised over US$1.3 trillion as at June 30, 2011. As at June 30, 2011, the Senior Loan market comprised over 1,100 issuers across 26 industry groups.

Senior Loans hold the most senior position in the capital structure of the borrower and are secured with specific collateral, giving lenders a claim on the borrower's assets that takes priority over the claims of other creditors, debtholders and shareholders of the borrower. Senior Loans pay a rate of interest that is floating with reference to LIBOR and can act as a hedge against rising interest rates due to their floating rate features. This potential hedge against rising interest rates significantly differentiates Senior Loans from other debt asset classes. In addition, Senior Loans offer attractive returns prior to periods of rising interest rates. Recent new-issues in the Senior Loan market have typically offered yields in excess of 5% on an annualized basis, which represents an attractive level of income relative to other short duration fixed income investments. Currently, LIBOR is near historically low levels, which limits the downside yield risk of an investment in Senior Loans and may make the current environment an attractive entry point for an investment in the asset class. As at June 30 2011, three-month LIBOR was approximately 0.25%, significantly below its 10-year average of approximately 2.42%. Senior Loans have historically demonstrated a high level of capital preservation and, additionally, there has been an improvement in the fundamental credit risk for corporations in the United States. Senior Loans provide attractive portfolio diversification, having a negative correlation to many other asset classes and a positive correlation to inflation.

See "Overview of the Sector that the Fund Invests In".

Distributions	The Fund will not have a fixed distribution, but intends to set periodic distribution targets based on, among other things, the actual and expected returns on the Portfolio and the Fund's and SSF Trust's estimated expenses. The Fund will partially pre-settle the Forward Agreement to pay the distributions. The amount of distributions may fluctuate from month to month and there can be no assurance that the Fund will make any distribution in any particular month. Given that the majority of the Portfolio will be invested in Senior Loans, returns to SSF Trust will vary with changes in interest rates, among other factors. Based on current estimates and the assumptions set out below, the Fund's initial distribution target is expected to be $0.05833 per Class A Unit per month (US$0.05833 per Class U Unit per month), representing an initial yield on the Unit issue price of 7% per annum, consisting primarily of returns of capital which are not immediately taxable but which reduce a Unitholder's adjusted cost base of its Units. The initial monthly distribution will be payable to Unitholders of record on November 30, 2011 and will be paid no later than December 15, 2011. The first distribution will be pro rated to reflect the period from the Closing Date to November 30, 2011. Based on current estimates and market conditions and assuming (i) an aggregate size of the Offering of $50 million, (ii) the employment of the investment strategy as described under "Investment Strategy", (iii) the use of leverage as described herein, and (iv) the fees and expenses described under "Fees and Expenses", the Portfolio would be required to generate a return of approximately 7.26% in order for the Fund to pay the initial target level of distributions through partial settlements of the Forward Agreement and maintain a stable Net Asset Value. The Indicative Portfolio has a cash-on-cash yield of 6.82% and a yield-to-maturity of 8.25%. There is no assurance that the Portfolio will be able to generate such yields. See "Investment Objectives", "Risk Factors" and "Distribution Policy".
Currency Hedging	The Portfolio will be invested primarily in assets denominated in U.S. dollars. The Manager intends to hedge substantially all of the value of the Portfolio attributable to the Class A Units to the Canadian dollar and substantially all of the value of the Portfolio attributable to the Class U Units to the U.S. dollar. See "Investment Strategy".
Leverage	SSF Trust may employ leverage of up to 40% of Total Assets for the purposes of acquiring assets for the Portfolio and such other short term funding purposes as may be determined by the Manager, in consultation with the Sub-Advisor, from time to time and implemented by the Manager in accordance with SSF Trust's investment strategy. Accordingly, at the maximum leverage level, SSF Trust's assets to equity ratio would be 1.67:1. Initially, SSF Trust is expected to employ leverage of approximately 35% of Total Assets. See "Investment Strategy" and "Risk Factors".
Forward Agreement	The Fund will not hold the Portfolio but, instead, will obtain economic exposure to the Portfolio through one or more forward purchase agreements with one or more Schedule I Canadian chartered banks or affiliates thereof, which will initially be The Bank of Nova Scotia. Under the Forward Agreement, the Counterparty will deliver to the Fund on the Forward Termination Date a portfolio of Canadian publicly traded securities with an aggregate value equal to the redemption proceeds of the outstanding units of SSF Trust, a newly formed trust which will own the Portfolio, net of any amount owing by the Fund to the Counterparty. The Fund will use the net proceeds of the Offering to pre-pay its purchase obligations under the Forward Agreement. The Fund may settle the Forward Agreement in whole or in part prior to the Forward Termination Date for any reason including to pay distributions or to fund redemptions or in the event the Counterparty's credit rating is downgraded. The Fund is fully exposed to the credit risk associated with the Counterparty. To secure the obligations of the Counterparty under the Forward Agreement, the Counterparty will pledge collateral in favour of the Fund with an aggregate value equal to 100% of the mark-to-market value of the exposure under the Forward Agreement and the amount of the collateral will be reset on a weekly basis to 100%. See "Overview of the Investment Structure – The Forward Agreement" and "Risk Factors".
Redemption	Units may be redeemed annually on the second last Business Day of March commencing in 2013, subject to the Manager's right to suspend redemptions in certain circumstances. In order to effect such a redemption, the Units must be surrendered by the last Business Day of January. Units may also be redeemed on a Monthly Redemption Date. See "Calculation of Net Asset Value", "Redemption of Units" and "Risk Factors – Risks Relating to Redemptions".

Termination of the Fund	The Fund does not have a fixed termination date and may be terminated by Extraordinary Resolution of the Unitholders. The Manager may, in its discretion, terminate the Fund without the approval of Unitholders if, in its opinion, it would be in the best interests of the Unitholders to terminate the Fund. Upon termination, the Fund will distribute to Unitholders their *pro rata* portion of the remaining assets of the Fund after all liabilities of the Fund have been satisfied or appropriately provided for. See “Termination of the Fund”.
Use of Proceeds	The net proceeds from the issue of the maximum number of Units offered hereby after payment of the Agents’ fee and the expenses of the Offering are estimated to be $93,940,000 ($23,312,500 if the minimum number of Units is issued). The Fund will use the net proceeds of the Offering (including any net proceeds from the exercise of the Over-Allotment Option) for the pre-payment of its purchase obligations under the Forward Agreement with the Counterparty. Under the Forward Agreement, the Fund will, on or about the Forward Termination Date, acquire the Canadian Securities Portfolio having an aggregate value equal to the redemption proceeds of the outstanding units of SSF Trust. The Fund may also directly hold a small amount of the same securities as are held in the Portfolio. See “Use of Proceeds”.
Repurchase of Units	The Declaration of Trust provides that the Fund may, in its sole discretion, from time to time, purchase (in the open market or by invitation for tenders) Units for cancellation subject to applicable law and stock exchange requirements, based on the Manager’s assessment that such purchases are accretive to Unitholders. See “Description of the Units – Purchase for Cancellation”.
Conversion of Class U Units into Class A Units	A holder of Class U Units may convert such Class U Units into Class A Units on a weekly basis and it is expected that liquidity for the Class U Units will be obtained primarily by means of conversion into Class A Units and the sale of such Class A Units. Class U Units may be converted in any week on the first Business Day of such week by delivering a notice and surrendering such Class U Units by 3:00 p.m. (Toronto time) at least five Business Days prior to the applicable Conversion Date. Based in part on the CRA’s administrative position, a conversion of Class U Units into whole Class A Units will constitute a disposition of such Class U Units for the purposes of the Tax Act. For each Class U Unit so converted, a holder will receive that number of Class A Units equal to the Net Asset Value per Class U Unit as at the close of trading on the Business Day immediately preceding the Conversion Date divided by the Net Asset Value per Class A Unit as at the close of trading on the Business Day immediately preceding the Conversion Date. No fraction of a Class A Unit will be issued upon any conversion of Class U Units. Any remaining fraction of a Class U Unit will be redeemed. The redemption of any fraction of a Class U Units will result in a capital gain (or capital loss) to the redeeming Unitholder. See “Description of the Units – Conversion of Class U Units” and “Income Tax Considerations”.
Risk Factors	An investment in Units is subject to certain risk factors, including: (i) that there is no assurance that the Fund or SSF Trust will be able to achieve their investment objectives or make distributions; (ii) general risks of investing in Senior Loans and other non-investment grade debt; (iii) risks of investing in High-Yield Bonds; (iv) risks relating to fluctuations in the value of Portfolio securities and the performance of the Portfolio; (v) reinvestment risk; (vi) risks relating to interest rates; (vii) recent and future global financial developments; (viii) the use of leverage; (ix) concentration risk; (x) liquidity risk; (xi) reliance on the Manager and the Sub-Advisor; (xii) counterparty risk; (xiii) risks relating to the early termination of the Forward Agreement; (xiv) the use of derivatives; (xv) risks relating to foreign currency exposure; (xvi) risks related to the trading price of the Units; (xvii) the possibility that the Fund may become taxable and other risks relating to taxes; (xviii) no ownership of Portfolio securities; (xix) changes in legislation; (xx) the possible loss of investment; (xxi) conflicts of interest; (xxii) the status of the Fund under Canadian securities laws; (xxiii) risks relating to redemptions; (xxiv) the Fund’s lack of operating history; (xxv) the fact that the Fund is not a trust company; (xxvi) the nature of the Units; (xxvii) the fact that the Class U Units will not be listed on any stock exchange; (xxviii) risks of investing in distressed securities; and (xxix) difficulty in enforcing legal rights against the Sub-Advisor. See “Risk Factors”.

Eligibility For Investment	In the opinion of Stikeman Elliott LLP, counsel for the Fund, and McMillan LLP, counsel for the Agents, provided that the Fund qualifies as a mutual fund trust within the meaning of the Tax Act or, in the case of the Class A Units, if such Units are listed on a designated stock exchange (which currently includes the TSX), 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, registered education savings plans and tax-free savings accounts. Unitholders planning to hold their Units in a tax-free savings account, registered retirement savings plan or registered retirement income fund should consult their own tax advisor to determine whether the Units are "prohibited investments" for such accounts. See "Income Tax Considerations - Eligibility for Investment".
Income Tax Considerations	The Fund intends to distribute the amount of its income for each taxation year so that it will generally not be liable for income tax under the Tax Act. 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 Fund intends to make designations so that the portion of net realizable taxable capital gains of the Fund that are distributed to Unitholders will be treated as taxable capital gains to Unitholders. Distributions by the Fund to a Unitholder in excess of the Unitholder's share of the Fund's net realized capital gains will reduce the adjusted cost base of the Unitholder's Units. Upon the disposition of Units held as capital property, Unitholders will realize capital gains or capital losses. Prospective investors should consult their own tax advisors with respect to the income tax consequences of investing in Units, based upon their own particular circumstances. See "Income Tax Considerations".
Organization and Management of the Fund and SSF Trust	*The Manager and Promoter*: Brompton will be the manager of the Fund and SSF Trust and will provide all administrative services required by the Fund and SSF Trust. The Manager is a member of the Brompton Group, a leading provider of TSX-listed investment funds. The Manager may be considered to be a promoter within the meaning of the securities legislation of certain provinces and territories of Canada. The Manager's head office is located at Bay Wellington Tower, Brookfield Place, 181 Bay Street, Suite 2930, Toronto, Ontario M5J 2T3. See "Organization and Management Details of the Fund – The Manager". *Portfolio Manager*: The Manager will provide portfolio management services for the Fund and SSF Trust, or may appoint a sub-advisor in accordance with the terms of the applicable declaration of trust. See "Organization and Management Details of the Fund – The Manager". *Trustee*: Equity Financial Trust Company will act as trustee of the Fund. Brompton Funds Limited will act as trustee of SSF Trust. The Trustee's office is located in Toronto, Ontario. *SSF Trust*: SSF Trust will be a newly created investment fund established prior to the Closing Date pursuant to the SSF Declaration of Trust for the purpose of acquiring the Portfolio. The registered office of SSF Trust will be located in Toronto, Ontario. *Sub-Advisor*: Symphony Asset Management LLC, a wholly owned subsidiary of Nuveen Investments, Inc. founded in 1994, will act as sub-advisor for SSF Trust in connection with the selection, purchase and sale of Senior Loans and other assets of the Portfolio. The Sub-Advisor is located in San Francisco, California. See "Organization and Management Details of the Fund – The Sub-Advisor". *Auditor*: PricewaterhouseCoopers LLP, Chartered Accountants, at its offices in Toronto, Ontario, is the auditor of the Fund. *Custodian*: CIBC Mellon will act as custodian of the assets of the Fund and SSF Trust. The Custodian is located in Toronto, Ontario. *Registrar and Transfer Agent*: Equity Financial Trust Company, at its office in Toronto, Ontario, will maintain the securities registers of the Units.
Agents	RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., Scotia Capital Inc., TD Securities Inc., GMP Securities L.P., HSBC Securities (Canada) Inc., Raymond James Ltd., Canaccord Genuity Corp., Macquarie Private Wealth Inc., Desjardins Securities Inc., Dundee Securities Ltd., Mackie Research Capital Corporation and Manulife Securities Incorporated, as agents, conditionally offer the Units for sale, subject to prior sale, on a best

efforts basis, if, as and when issued by the Fund in accordance with the conditions contained in the Agency Agreement.

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 Class A Units in an amount up to 15% of the Class A 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 to the Fund are estimated to be $115,000,000, $6,037,500 and $108,962,500, respectively (assuming only Class A Units are sold). 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. A purchaser who acquires Units forming part of the Agents' over-allotment position acquires such Units under this prospectus, regardless of whether the Agents' over-allotment position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See "Plan of Distribution".

Agents' Position	Maximum Size	Exercise Period	Exercise Price
Over-Allotment Option	1,500,000 Class A Units	Within 30 days following the Closing Date	$10.00 per Class A Unit

SUMMARY OF FEES AND EXPENSES

The following table contains a summary of the fees and expenses payable by the Fund and SSF Trust, which will therefore reduce the value of a Unitholder's investment in the Fund. For further particulars, see "Fees and Expenses".

Type of Fee	Amount and Description
Agents' Fee	$0.525 per Class A Unit (5.25%) and US$0.525 per Class U Unit (5.25%).
Expenses of the Offering	The expenses of the Offering are estimated to be $810,000 in the case of the maximum total Offering (but not to exceed 1.5% of the gross proceeds of the Offering) which, together with the Agents' fee, will be paid by the Fund.
Management Fee	The Manager will receive a Management Fee (i) from the Fund equal in the aggregate to 1.0% per annum comprised of 0.50% per annum of the Net Asset Value of the Fund, calculated and payable monthly in arrears, plus an amount calculated quarterly and paid as soon as practicable after the end of each calendar quarter equal to the Service Fee of 0.50% referred to below, and (ii) from SSF Trust equal to 0.75% per annum of the Net Asset Value of SSF Trust, calculated and payable monthly in arrears, plus, in each case, applicable taxes. The Manager will be responsible for paying the fees of the Sub-Advisor out of this amount. See "Fees and Expenses – Management Fee".
	Service Fee The Manager will pay to registered dealers a Service Fee (calculated quarterly and paid as soon as practicable after the end of each calendar quarter), with respect to the Class A Units and the Class U Units, equal to 0.50% per annum of the Net Asset Value attributable to the Class A Units and the Class U Units held by clients of such registered dealers, plus applicable taxes. The Manager will pay the Service Fee, plus applicable taxes, to such registered dealers based on the number of Units held by clients of such registered dealers at the end of the relevant quarter. See "Fees and Expenses – Service Fee".
Counterparty Fees	The Fund will pay to the Counterparty an additional purchase amount under the Forward Agreement, calculated daily and payable monthly in arrears, of 0.45% per annum of the notional amount of the Forward Agreement (being effectively equal to the Net Asset Value of SSF Trust).

Ongoing Expenses of the Fund and SSF Trust	Each of the Fund and SSF Trust will pay for all of its respective expenses incurred in connection with its operation and administration, estimated to be \$185,000 for the Fund and \$75,000 for SSF Trust per annum (assuming an aggregate size of the Offering of approximately \$50 million). Each of the Fund and SSF Trust will also be responsible for its costs of portfolio transactions, any extraordinary expenses which may be incurred from time to time and, in the case of SSF Trust, leverage expenses. See "Fees and Expenses – Ongoing Expenses".

FORWARD LOOKING INFORMATION

Information in this prospectus that is not current or historical factual information may constitute forward looking information within the meaning of securities laws, and actual results may vary from the forward looking information. Implicit in this information are assumptions regarding future operations, plans, expectations, anticipations, estimates and intentions, such as the Fund's plans to obtain exposure to Senior Loans. These assumptions, although considered reasonable by the Fund at the time of preparation, may prove to be incorrect. Readers are cautioned that actual future operating results and economic performance of the Fund and SSF Trust are subject to a number of risks and uncertainties. See "Risk Factors" for a list of material risk factors. Forward looking information contained in this prospectus is based on current estimates, expectations and projections, which the Fund believes are reasonable as at the date of this prospectus. The Fund uses forward looking statements because it believes such statements provide useful information with respect to the future operation and financial performance of the Fund, and cautions readers that the information may not be appropriate for other purposes. Readers should not place undue importance on forward looking information and should not rely upon this information as at any other date. While the Fund may elect to, it does not undertake to update this information at any particular time.

DISCLOSURE BASED ON PUBLICLY AVAILABLE INFORMATION

Certain information contained in this prospectus, including with respect to, among other things, the Senior Loans, is taken from and based solely upon publicly available information. None of the Manager, the Sub-Advisor, the Fund or the Agents has independently verified the accuracy or completeness of any such information or assumes any responsibility for the completeness or accuracy of such information.

GLOSSARY OF TERMS

In this prospectus, the following terms 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 Policy".

"**Agency Agreement**" means the agency agreement dated as of October 19, 2011 among the Fund, the Manager, the Sub-Advisor and the Agents.

"**Agents**" means, collectively, RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., Scotia Capital Inc., TD Securities Inc., GMP Securities L.P., HSBC Securities (Canada) Inc., Raymond James Ltd., Canaccord Genuity Corp., Macquarie Private Wealth Inc., Desjardins Securities Inc., Dundee Securities Ltd., Mackie Research Capital Corporation and Manulife Securities Incorporated.

"**Annual Redemption Date**" means the second last Business Day of March of each year, commencing in 2013.

"**Approved Rating**" means a long-term debt rating of the Counterparty or each successor counterparty of at least A by Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or an equivalent rating from Dominion Bond Rating Service Limited, Moody's Investors Service, Inc., Fitch Ratings, or any of their respective successors.

"**Brompton**" means Brompton Funds Limited.

"**Brompton Funds**" means, collectively, Brompton and its parent company, Brompton Corp.

"**Brompton Group**" means the Brompton group of companies.

"**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.

"**Canadian Securities Portfolio**" means a specified portfolio of securities of Canadian public issuers that are "Canadian securities" as defined under subsection 39(6) of the Tax Act and are listed on the TSX.

"**CDS**" means CDS Clearing and Depository Services Inc. and includes any successor corporation or any other depository subsequently appointed by the Fund as the depository in respect of the Units.

"**CDS Participant**" means a broker, dealer, bank or other financial institution or other person for whom, from time to time, CDS effects book entries for securities issued by the Fund deposited with CDS.

"**Class A Meeting**" means a meeting of holders of Class A Units called in accordance with the Declaration of Trust.

"**Class A Units**" means the transferable, redeemable units of the Fund designated as "Class A Units".

"**Class U Meeting**" means a meeting of holders of Class U Units called in accordance with the Declaration of Trust.

"**Class U Units**" means the transferable, redeemable units of the Fund designated as "Class U Units".

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

"**Closing Date**" means the date of a Closing, the first of which is expected to be on or about November 1, 2011 or such later date as the Fund and the Agents may agree, but in any event not later than 90 days after a final receipt for this prospectus has been issued.

"**Closing Market Price**" in respect of a security on a Monthly Redemption Date means the closing price of such security on the TSX on such Monthly Redemption Date (or such other stock exchange on which such security is listed) or, if there was no trade on the relevant Monthly Redemption Date, the average of the last bid and the last ask prices of the security on the TSX on such Monthly Redemption Date (or such other stock exchange on which the security is listed).

"**Conversion Date**" means the first Business Day of each week.

"**Counterparty**" means The Bank of Nova Scotia and/or such other Canadian financial institutions or their affiliates as the Fund may approve.

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

"**Custodian**" means CIBC Mellon, in its capacity as custodian under the Custodian Agreements.

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

"**Declaration of Trust**" means the amended and restated declaration of trust governing the Fund dated as of October 12, 2011, as it may be amended or amended and restated from time to time.

"**Extraordinary Resolution**" means a resolution passed by the affirmative vote of at least two-thirds 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 one or more forward purchase and sale agreements between the Fund and the Counterparty, as such agreements may be amended from time to time.

"**Forward Termination Date**" means November 1, 2016.

"**Fund**" means Symphony Floating Rate Senior Loan Fund, an investment fund established under the laws of the Province of Ontario and governed by the Declaration of Trust.

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

"**Fund Management Agreement**" means the management agreement to be dated on or about the Closing Date between the Manager and the Fund, as it may be amended from time to time.

"**High-Yield Bonds**" means bonds issued by corporations with a rating of BB+ or less from Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or Ba1 or less from Moody's Investors Service, Inc., or a similar rating from another qualified rating agency, which are typically issued at fixed rates and are unsecured.

"**Indicative Portfolio**" means the Senior Loans and other securities that would have comprised the Portfolio if it had been formed and fully invested on September 23, 2011, as described under "Indicative Portfolio".

"**IRC**" means the independent review committee established by the Manager in accordance with NI 81-107.

"**LIBOR**" means the London Interbank Offered Rate which is a daily reference rate based on the interest rates at which banks borrow unsecured funds from other banks in the London wholesale money market (or interbank market).

"**Management Agreements**" means, collectively, the Fund Management Agreement and the SSF Management Agreement.

"**Management Fee**" means the management fees payable to the Manager by the Fund and SSF Trust as more fully described under "Fees and Expenses - Management Fee".

"**Manager**" means the manager and administrator of the Fund and SSF Trust, namely Brompton, and if applicable, its successor.

"**Market Price**" in respect of a security on a Monthly Redemption Date means the weighted average trading price on the TSX (or such other stock exchange on which such security is listed), for the 10 trading days immediately preceding such Monthly Redemption Date.

"**Monthly Redemption Amount**" means the redemption price per Class A Unit equal to the lesser of: (i) 94% of the Market Price of a Class A Unit and (ii) 100% of the Closing Market Price of a Class A Unit on the applicable Monthly Redemption Date less, in each case, any costs associated with the redemption, including brokerage costs, and less any net realized capital gains or income of the Fund that are distributed to a Unitholder concurrently with the proceeds of disposition on redemption.

"**Monthly Redemption Date**" means the second last Business Day of each month other than an Annual Redemption Date.

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

"**Net Asset Value per Unit**" means the Net Asset Value of the Fund attributable to the Class A Units or the Class U Units, as applicable, divided by the total number of Class A Units or Class U Units, as applicable, outstanding on the date on which the calculation is being made.

"**Net Assets per Unit**" means the net assets of the Fund on a per Unit basis, calculated similarly to the calculation of the Net Asset Value per Unit except that, for the purposes of calculating the net assets of the Fund, the value of the Forward Agreement will be determined on the basis that any Senior Loans, Second Lien Loans, bonds, debentures and other debt obligations that are owned by SSF Trust will be valued by taking the bid price on the Valuation Date, and any equity securities owned by SSF Trust will be valued at the weighted average trading price over the last three Business Days of the month in which the Annual Redemption Date occurs, calculated on a fully diluted basis, if applicable.

"**NI 81-107**" means National Instrument 81-107 – *Independent Review Committee for Investment Funds* of the Canadian Securities Administrators, as amended from time to time.

"**Non-Resident Unitholder**" means a Unitholder who, for the purposes of the Tax Act, and at all relevant times, is not resident in Canada and is not deemed to be resident in Canada, does not use or hold, and is not deemed to use or hold, Units in, or in the course of carrying on business in, Canada, and is not an insurer who carries on an insurance business in Canada and elsewhere.

"**Nuveen**" means Nuveen Investments, Inc.

"**Offering**" means, collectively, the offering of Class A Units at a price of $10.00 per Class A Unit, the offering of Class U Units at a price of US$10.00 per Class U Unit and the offering of additional Units under the Over-Allotment Option, pursuant to this prospectus.

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

"**Other Investments**" means income producing securities, other than Senior Loans, Second Lien Loans and High-Yield Bonds, including, but not limited to, investment and non-investment grade debt securities, convertible securities and structured notes, mortgage-related and other asset-backed securities and sovereign debt securities.

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

"**Portfolio**" means the portfolio of securities acquired and held by SSF Trust from time to time.

"**Redemption Payment Date**" means the 10th Business Day of the month immediately following an Annual Redemption Date or the 45th Business Day immediately following a Monthly Redemption Date, as applicable.

"**Reference Exchange Rate**" means the U.S. dollar/Canadian dollar closing spot rate determined at 4:00 p.m. (Toronto time), or another U.S. dollar/Canadian dollar exchange rate deemed appropriate by the Manager.

"**Registered Plan**" means a registered retirement savings plan, a registered retirement income fund, a deferred profit sharing plan, a registered education savings plan, a registered disability savings plan or a tax-free savings account.

"**Second Lien Loans**" means floating rate corporate loans with a secured interest in the assets of the borrower that is second in priority to Senior Loans.

"**Senior Loan Index**" means the Credit Suisse Leveraged Loan Index.

"**Senior Loans**" means senior secured floating rate corporate loans typically issued by non-investment grade companies (and unless otherwise specifically noted herein means senior secured floating rate loans issued by non-investment grade companies), with exposure to such gained through (i) direct purchase of senior loans made by banks or other financial institutions to borrowers, (ii) assignments of such interests in senior loans, or (iii) participation interests in senior loans.

"**Service Fee**" means the fee in respect of the Units that the Manager will pay to the registered dealers, as more fully described under "Fees and Expenses - Service Fee".

"**SIFT Rules**" means the rules in the Tax Act which apply to a SIFT Trust and its unitholders.

"**SIFT Trust**" means a specified investment flow-through trust for the purposes of the Tax Act.

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

"**SSF Management Agreement**" means the management agreement to be dated on or about the Closing Date between the Manager and SSF Trust, as it may be amended from time to time.

"**SSF Trust**" means a newly created investment fund that will be established prior to the Closing.

"**Sub-Advisor**" means the sub-advisor of SSF Trust, namely Symphony Asset Management LLC, and if applicable, its successor.

"**Sub-Advisor Agreement**" means the sub-advisor agreement to be dated on or about the Closing Date among the Sub-Advisor, the Manager and SSF Trust, as it may be amended from time to time.

"**Symphony**" means Symphony Asset Management LLC.

"**Tax Act**" means the *Income Tax Act* (Canada), as now or hereafter amended, or successor statutes, and includes 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 (Canada) prior to the date hereof.

"**Total Assets**" means the aggregate value of the assets of the Fund or SSF Trust, as applicable.

"**Trustee**" means Equity Financial Trust Company, in its capacity as trustee under the Declaration of Trust.

"**TSX**" means the Toronto Stock Exchange.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state thereof, and the District of Columbia.

"**Unitholders**" means the owners of the beneficial interest in the Units.

"**Units**" means the Class A Units and/or the Class U Units, as applicable.

"**Valuation Date**" means each Business Day on which the Net Asset Value per Unit is calculated.

OVERVIEW OF THE LEGAL STRUCTURE OF THE FUND

Symphony Floating Rate Senior Loan Fund is a closed-end investment fund established under the laws of the Province of Ontario and governed by the Declaration of Trust. Brompton Funds Limited is the manager and portfolio manager of the Fund. The beneficial interest in the net assets and net income of the Fund is divided into units of two classes, Class A Units and Class U Units. The Fund is authorized to issue an unlimited number of Units of each class. The Class A Units are designed for investors wishing to make their investment in Canadian dollars and the Class U Units are designed for investors wishing to make their investment in U.S. dollars. The Fund's principal office is Bay Wellington Tower, Brookfield Place, 181 Bay Street, Suite 2930, Toronto, Ontario M5J 2T3. The fiscal year-end of the Fund is December 31.

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.

INVESTMENT OBJECTIVES

The Fund's investment objectives are to:

(i) provide monthly tax-advantaged distributions consisting primarily of returns of capital; and

(ii) preserve capital,

in each case, through exposure, pursuant to the Forward Agreement, to an actively managed, diversified Portfolio consisting primarily of floating rate senior corporate debt instruments, including senior secured loans and other senior debt obligations of North American non-investment grade corporate borrowers.

INVESTMENT STRATEGY

The Fund will seek to achieve its investment objectives by obtaining exposure to the Portfolio through the Forward Agreement.

The Sub-Advisor will invest the assets of SSF Trust in a diversified portfolio consisting primarily of short-duration Senior Loans. Up to 20% of the Portfolio may be invested in other non-investment grade corporate debt instruments including Second Lien Loans, High-Yield Bonds and Other Investments.

The Sub-Advisor's investment team for SSF Trust is led by Gunther Stein, Chief Investment Officer and Chief Executive Officer, Scott Caraher, Co-Portfolio Manager and Jenny Rhee, Co-Portfolio Manager, who together have over 49 years of investment and research experience. Symphony's team of credit investment professionals will combine fundamental credit analysis with a macroeconomic view, to make tactical investments in debt instruments within sectors the team considers attractive given industry dynamics and economic activity. The investment team will conduct a holistic review of each potential investment, taking into account such factors as issuer liquidity, cash flow generation, relative value, potential corporate actions, and other possible catalysts. The final Portfolio will be diversified and will be subject to a rigorous risk management process which will include ongoing monitoring and review.

SSF Trust's Investments in Senior Loans

SSF Trust will invest in senior secured floating rate corporate loans, through (i) direct purchase of Senior Loans made by banks or other financial institutions to borrowers, (ii) assignments of interests in Senior Loans, or (iii) participation interests in Senior Loans. The purchaser of an assignment typically succeeds to all the rights and obligations under the loan agreement with the same rights and obligations as the assigning lender. Loan participation interests typically represent direct participations in a loan to a corporate borrower, and generally are offered by banks or other financial institutions or lending syndicates. SSF Trust may participate in such syndications, or can buy part of a Senior Loan, becoming a part lender.

SSF Trust, in connection with its investments in Senior Loans, Second Lien Loans and other loans, particularly those made to middle-market companies, may act as one of the syndicate of lenders originating a loan, may purchase the entire amount of a particular loan, and may act as agent in the negotiation of the terms of a loan and in the formation of a syndicate of investors in a loan.

Other Investments

At times, in connection with the restructuring of a Senior Loan, SSF Trust may determine to or be required to accept equity securities or junior debt instruments in a borrower in exchange for all or a portion of a Senior Loan. In addition, SSF Trust may acquire equity securities and warrants issued by a borrower or its affiliates as part of a package of investments in a borrower or its affiliates issued in connection with a floating rate instrument or other debt instrument of the issuer. SSF Trust may also convert a warrant so acquired into the underlying security. SSF Trust may also purchase other income producing securities including, but not limited to, investment and non-investment grade debt securities, convertible securities and structured notes, mortgage-related and other asset-backed securities and sovereign debt securities.

SSF Trust has the ability to invest in securities of companies in default or distress and also to participate in the restructuring process of such companies. While SSF Trust is not a distressed debt fund, securities issued by companies in default or distress from time to time can be purchased at attractive valuations.

Currency Hedging

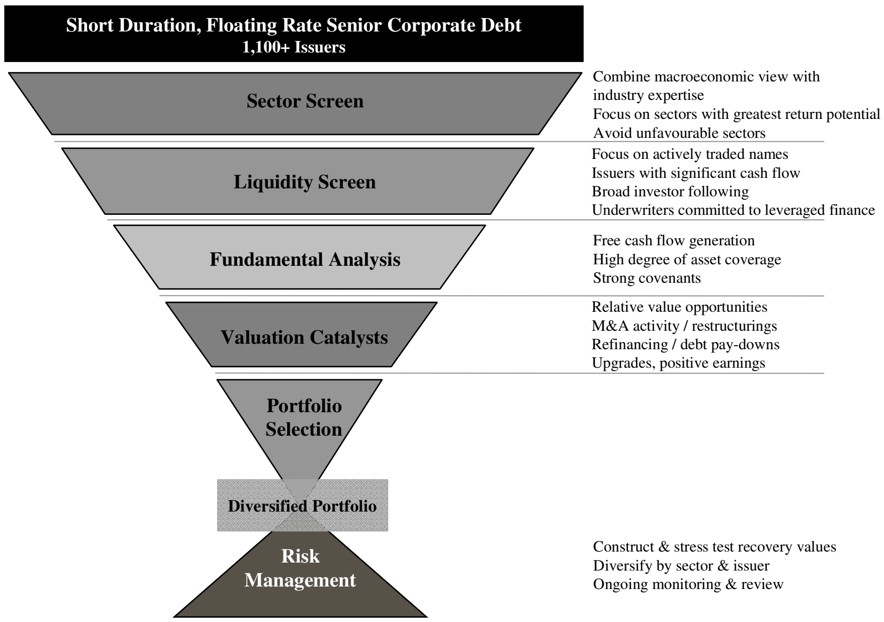
The Portfolio will be invested primarily in assets denominated in U.S. dollars. The Manager intends to protect returns from currency fluctuations by hedging substantially all of the value of the Portfolio attributable to the Class A Units to the Canadian dollar and substantially all of the value of the Portfolio attributable to the Class U Units to the U.S. dollar.

Leverage

SSF Trust may employ leverage of up to 40% of Total Assets for the purposes of acquiring assets for the Portfolio and such other short term funding purposes as may be determined by the Manager, in consultation with the Sub-Advisor, from time to time and implemented by the Manager in accordance with the Investment Strategy. Accordingly, at the maximum leverage level, SSF Trust's assets to equity ratio would be 1.67:1. Initially, SSF Trust is expected to employ leverage of approximately 35% of Total Assets. In the event that leverage exceeded 40% of Total Assets, SSF Trust will sell Portfolio securities in an orderly manner and use the proceeds therefrom to reduce the leverage to or below 40%. SSF Trust may borrow at fixed or floating rates, either directly or indirectly through hedging strategies.

The Investment Process

The Sub-Advisor takes a rigorous, holistic, and active approach to senior loan investment management, focusing on a number of key factors. The following diagram summarizes Symphony's investment approach for SSF Trust, as more particularly described below:



Sector Screen

The members of the Sub-Advisor's portfolio management team specialize in a broad number of industries. Combining this depth of industry expertise with the team's macro-economic views, Symphony's approach is to focus investment activities in sectors that offer the greatest potential for returns, given industry dynamics and economic activity. As importantly, this approach also emphasizes avoidance of industry sectors for which the team has a negative outlook, enhancing the effort to preserve and protect investor capital.

Liquidity Screen

The Sub-Advisor focuses on senior securities in the capital structure of an issuer and actively traded names to ensure ample liquidity. High liquidity in the Senior Loan market tends to emanate from issues which feature: a) issuers with significant levels of cash flows; b) an active and broad investor following; and c) top-tier underwriters with a high degree of commitment to leveraged finance. Focusing on liquid securities helps to implement an active management style, which permits management and optimization of risk exposure over the course of the entire investment cycle.

Fundamental Analysis

The Sub-Advisor's team focuses on deep fundamental credit analysis and bottom-up portfolio construction to seek to manage risk in credit portfolios. The team seeks out Senior Loans for investment which are relatively fundamentally strong in terms of (i) creditors with solid cash flow generation capability; (ii) high levels of asset coverage backing the senior obligations; and (iii) a strong covenant package attached to the loan, to protect creditor interests.

Valuation Catalysts

The Sub-Advisor focuses on investing in the debt instruments of corporate issuers that not only provide attractive income opportunities, but also offer the potential for additional total return either through identifying attractive relative value opportunities (situations where securities which, in the Sub-Advisor's view, are underpriced relative to others with similar terms and credit quality), or near-term catalysts that will positively affect value (M&A

activity, potential for credit upgrades, debt pay-downs or refinancings, or other corporate actions that have valuation implications).

Portfolio Selection

The goal of the investment process is to select a diversified, non-concentrated portfolio with no more than 10% of the Total Assets of SSF Trust invested in any one issuer and no more than 25% of the Total Assets of SSF Trust invested in any one industry sector. The aim is to achieve balance between return potential and capital preservation.

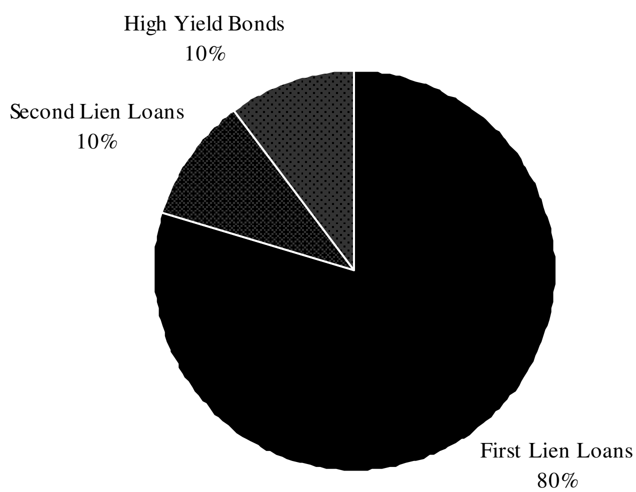
Risk Management

Prior to the initiation of any new position, the Sub-Advisor constructs recovery values based on the estimated liquidation value of the borrower's tangible assets and then stress-tests the values to determine best-case, worst-case, and base-case recovery scenarios. Symphony also limits risk through industry sector and issuer diversification and employs an active risk management protocol by reviewing positions to reinforce the investment objectives and to ensure an optimal risk profile on a daily basis.

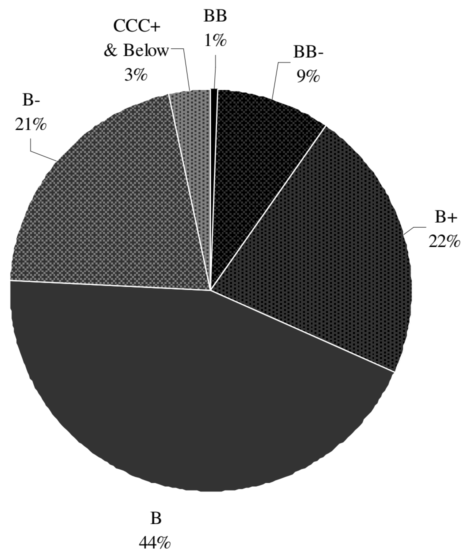
Indicative Portfolio

The following charts illustrate the expected composition of the Portfolio, on an indicative basis, in terms of asset type distribution, ratings distribution, and industry distribution, respectively:

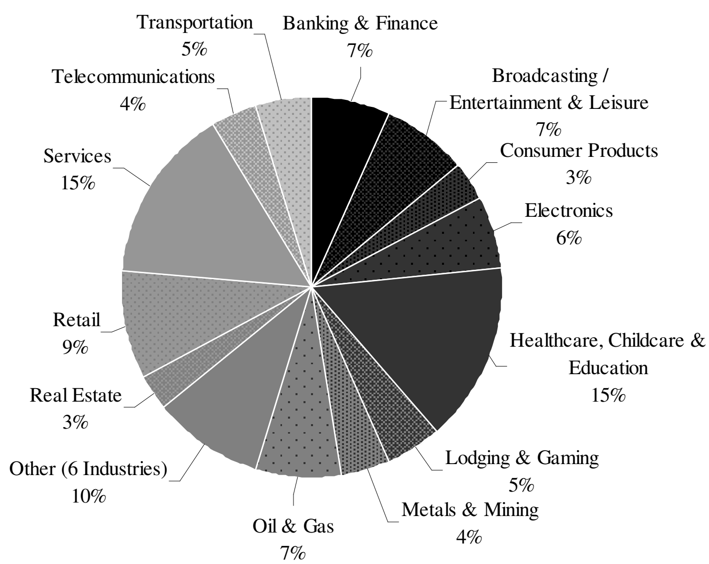
Asset Type Distribution



Ratings Distribution



Industry Distribution



OVERVIEW OF THE INVESTMENT STRUCTURE

SSF Trust

SSF Trust will be a newly created investment fund established prior to the Closing pursuant to the SSF Declaration of Trust. SSF Trust will be established for the purpose of acquiring and holding the Portfolio. It is expected that the initial beneficial owner of all of the units of SSF Trust will be the Counterparty. On the Closing

Date, the Counterparty or one of its affiliates may subscribe for units of SSF Trust with an aggregate purchase price of not less than the pre-payment received from the Fund as the pre-payment of its purchase obligations under the Forward Agreement. SSF Trust will use any subscription proceeds to acquire the Portfolio. In order to generate additional returns, SSF Trust may lend its securities to brokers, dealers and other financial institutions.

Units of SSF Trust will be redeemable at the demand of its unitholders. On redemption, an SSF Trust unitholder will receive for each unit of SSF Trust redeemed an amount equal to the Net Asset Value per unit of SSF Trust. The Net Asset Value per unit of SSF Trust will be equal to the amount by which the Total Assets of SSF Trust exceed its total liabilities on a per unit basis and, accordingly, will be based upon the value of the Portfolio.

SSF Trust will generally receive interest income from the Senior Loans, Second Lien Loans and High-Yield Bonds included in the Portfolio. The net income of SSF Trust will consist mainly of interest income, less expenses of SSF Trust. SSF 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 tax under Part I of the Tax Act. To the extent that SSF 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 SSF 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 SSF Trust will be consolidated such that each unitholder of SSF Trust (including the Counterparty, for so long as it is a unitholder) will hold after the consolidation the same number of units of SSF Trust as it held before the distribution of additional units.

The Forward Agreement

The Fund will not hold the Portfolio but, instead, will obtain economic exposure to the Portfolio through one or more forward purchase agreements with one or more Schedule I Canadian chartered banks or affiliates thereof, which will initially be The Bank of Nova Scotia. By virtue of the Forward Agreement, the performance of the Fund will be dependent upon the performance of the Portfolio. The Fund will use the net proceeds of the Offering for the pre-payment of its purchase obligations under the Forward Agreement with the Counterparty. The Fund may also directly hold a small amount of the same securities as are held in the Portfolio. Pursuant to the terms of the Forward Agreement, the Counterparty will deliver to the Fund, on or about the Forward Termination Date, the Canadian Securities Portfolio with an aggregate value equal to the redemption proceeds of the outstanding units of SSF Trust net of any amount owing by the Fund to the Counterparty. Under the terms of the Forward Agreement, the Fund and the Counterparty have agreed that the Counterparty's settlement obligations under the Forward Agreement will be discharged by physical delivery of the Canadian Securities Portfolio by the Counterparty to the Fund.

Upon entering into the Forward Agreement, the long term debt of the Counterparty must have an Approved Rating. The Fund is fully exposed to the credit risk associated with the Counterparty. To secure the obligations of the Counterparty under the Forward Agreement, the Counterparty will pledge collateral in favour of the Fund with an aggregate value equal to 100% of the mark-to-market value of the exposure under the Forward Agreement and the amount of the collateral will be reset on a weekly basis to 100%. The collateral will be placed in a separate securities account and will be free and clear of all liens and adverse claims, other than those in favour of the Fund, and the Fund will have a first ranking security interest in such collateral. Initially, the collateral will consist of TSX-listed securities, with no more than 10% of the value of the collateral being attributable to the securities of any one issuer. The Counterparty may substitute other forms of collateral with the consent of the Fund. In the event of default by the Counterparty under the Forward Agreement, the Fund will have the ability to enforce its security interest and take possession of the collateral.

The terms of the Forward Agreement will provide that the Forward Agreement may, in certain circumstances, be settled prior to the Forward Termination Date at the request of the Fund on two days notice with settlement to occur three days later. The Fund may settle the Forward Agreement in whole or in part prior to the Forward Termination Date: (i) to fund monthly distributions on the Units; (ii) to fund redemptions and repurchases of Units from time to time; (iii) to fund operating expenses and other liabilities of the Fund; and (iv) for any other reason including in the event the Counterparty's credit rating is downgraded. Pursuant to the terms of the Forward Agreement, the Counterparty will, in connection with a requested partial settlement, deliver to the Fund securities of certain of the issuers in the Canadian Securities Portfolio based on the partial settlement amount. Any capital gain or income realized by the Fund on the sale of such securities to fund a redemption will be allocated to the redeeming Unitholder.

The Forward Agreement may be terminated prior to the Forward Termination Date in certain circumstances, including if an event of default or a termination event occurs with respect to the Fund or the Counterparty under the Forward Agreement. The following constitute events of default under the Forward Agreement: (i) failure by a party to make a payment or perform an obligation when due under the Forward Agreement which is not cured within any applicable grace period; (ii) a party makes a representation which is incorrect or misleading in any material respect; (iii) a party defaults in respect of a specified transaction having a value in excess of a specified threshold which default is not cured within any applicable grace period; (iv) certain events related to the bankruptcy or insolvency of a party; and (v) a party consolidates, amalgamates or merges with or into, or transfers substantially all of its assets to, another entity and the resulting, surviving or transferee entity fails to assume the obligations of such party under the Forward Agreement.

Termination events under the Forward Agreement include the following: (i) it becomes unlawful for a party to perform its obligations under, or comply with any material provisions of, the Forward Agreement; (ii) certain tax events occur which require a party to indemnify the other party in respect of certain taxes or reduce the amount that a party would otherwise have been entitled to receive under the Forward Agreement; (iii) failure of SSF Trust to comply with its governing documents; or (iv) certain regulatory, credit or legal events occur which affect a party.

The obligations of the Counterparty to the Fund under the Forward Agreement will be determined by reference to the performance of SSF Trust which, in turn, is subject to the performance of the Portfolio. The Counterparty may hedge its exposure under the Forward Agreement to the economic performance of SSF Trust. There is no assurance that the Counterparty will maintain a hedge or will do so with respect to the full amount or term of the Forward Agreement.

If the Forward Agreement is terminated prior to the Forward Termination Date for any reason, the Forward Agreement will be settled by physical delivery of the Canadian Securities Portfolio by the Counterparty to the Fund after payment of any amounts owing to the Counterparty. In the event of an early termination of the Forward Agreement, the Manager may, in its discretion, enter into one or more replacement forward agreements on terms satisfactory to the Manager in its sole discretion, or the Manager may terminate the Fund and may take such other action as it considers necessary under the circumstances. The Manager may also substitute counterparties provided that the replacement counterparty is a Schedule I Canadian chartered bank or an affiliate thereof.

OVERVIEW OF THE SECTOR THAT THE FUND INVESTS IN

Through the Forward Agreement, the Fund obtains exposure to an actively managed, diversified portfolio consisting primarily of short-duration floating rate senior corporate debt instruments, including senior secured loans and other senior debt obligations of North American non-investment grade corporate borrowers.

Senior Loans

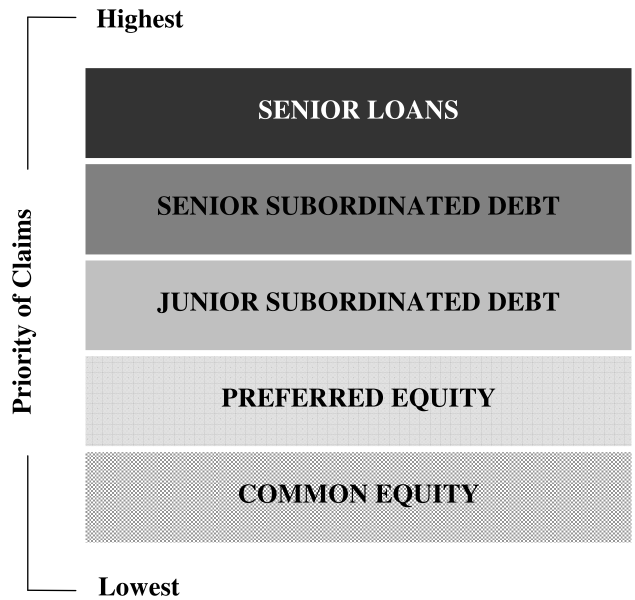
Senior Loans are debt obligations arranged by banks and other financial entities on behalf of corporations, partnerships and other business issuers. These loans are typically used to finance mergers and acquisitions, leveraged buyouts, recapitalizations, refinancings, capital expenditure and for other general corporate purposes.

Senior Loans are usually originated by a bank or other financial institution (also known as an arranger) and will typically be syndicated to a pool of lenders that collaborate to provide financing for the borrower. Once the loan is issued, lenders have the option to hold their portion for the life of the loan or to sell it to other investors in the secondary market.

The Senior Loans that SSF Trust intends to invest in will generally be non-investment grade, that is, rated at or below Ba1 by Moody’s Investors Service, Inc. or at or below BB+ by Standard & Poor’s or an equivalent rating by a third party rating agency.

The Senior Loans that will primarily comprise the Portfolio hold the most senior position in the capital structure of the borrower and are secured with specific collateral, giving lenders a claim on the borrower’s assets that takes priority over the claims of other creditors, debt holders and shareholders of the borrower. The security package typically incorporates a first priority security interest or lien over all of the borrower’s assets including receivables, inventory, bank accounts, property and plant and equipment. In the event of a default or bankruptcy, the holders of Senior Loans are typically in a better position to maximize recovery of their debt than other creditors. The following chart illustrates the ranking of various types of capital with respect to priority of claims against an issuer's assets.

Corporate Capital Structure



Senior Loans pay a variable rate of interest that includes a stated spread (which reflects issuer risk), over a widely accepted base rate such as LIBOR. The floating rate on Senior Loans typically resets every 30 to 90 days generally in line with the prevailing rate of LIBOR and, because the rate paid on such loans resets on a regular basis, the yield is described as "floating".

The Sub-Advisor's recent experience is that LIBOR floors have become a common feature of new loan issues; LIBOR floors guarantee a minimum level of LIBOR to investors irrespective of the prevailing interest rate. The floors are typically between 1.0% and 3.0%. If LIBOR exceeds the floor then such loans pay the prevailing LIBOR as well as the credit spread.

The following chart details the potential sources of return from Senior Loans. The return for an investor in a Senior Loan is generated from the following sources: (i) LIBOR or the LIBOR floor, if any; (ii) the spread over LIBOR paid by the borrower; and (iii) the amortization of the discount to par at the time of purchase. New-issues are typically priced at a discount to the par value of the loan due to changes in credit spreads in the secondary market.

Illustration of Current Breakdown of Senior Loan Yields

LIBOR Floor	Credit Spread	Discount[1]
1.0% - 3.0%	3.5% - 5.0%	0.5% - 1.5%

Note: Senior Loans purchased for inclusion in the Portfolio may have pricing that is not consistent with the breakdown provided above (for example, they may have a lower spread but a higher discount) and the yields of the Senior Loans purchased for inclusion in the Portfolio may be significantly different than the yields presented in the breakdown provided above.
(1) New issues are often sold at a discount to par.

The Senior Loan Market

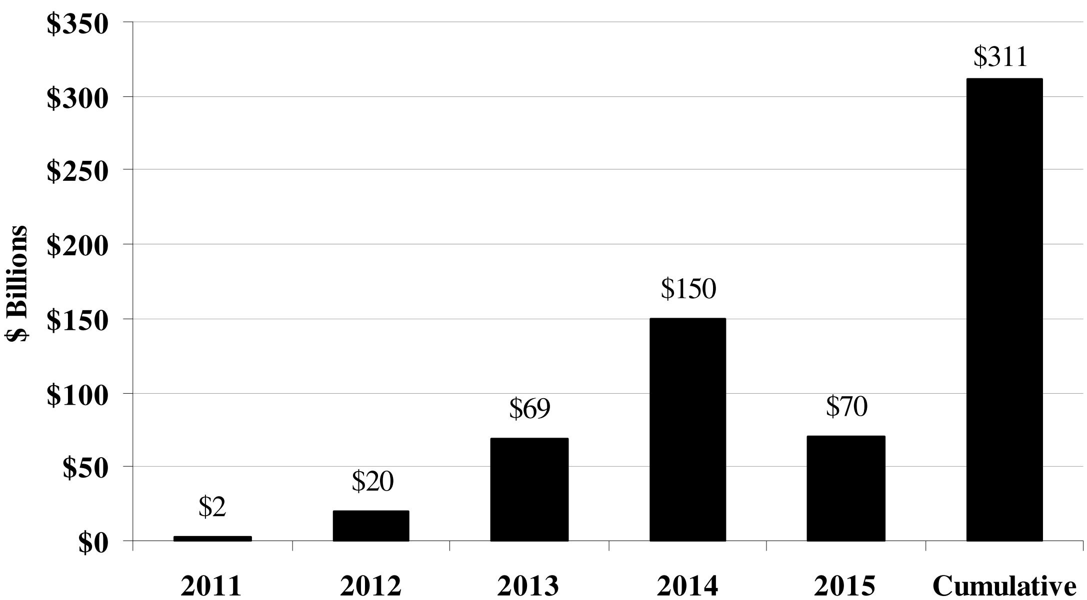
Over the last 20 years, the Senior Loan market has developed into a large and active market. The Senior Loan Index, which is designed to mirror the investable universe of the U.S. denominated Senior Loan market, comprised over US$1.3 trillion as at June 30, 2011. As at June 30, 2011, the U.S. Senior Loan market comprised over 1,100 issuers across 26 industry groups.

Information with respect to and comparison with the Senior Loan Index is provided for additional informational purposes only. Such information is not intended to predict or suggest the future returns of SSF Trust or the Fund and should not be considered a substitute for SSF Trust and the Fund's own performance information which will differ because SSF Trust is actively managed. Past performance is no guarantee of future results.

Senior Loan market conditions are likely to remain attractive for the foreseeable future if the ongoing supply/demand imbalance in the market continues. This imbalance was created by a combination of (i) increasing supply of new-issue loans as a result of the US$311 billion of Senior Loans scheduled to mature between 2011 and 2015, much of which will need to be refinanced, and (ii) the fundamental shift on the demand side of the Senior Loan market, away from highly leveraged structured finance vehicles which were actively buying large amounts of Senior Loans prior to 2008, and towards lower leverage retail investment funds and institutional buyers. In the Sub-Advisor's view, this fundamental shift in supply/demand may favour buyers of Senior Loans as refinancings are expected to be completed at attractive new-issue spreads providing higher levels of income to investors and presenting an opportunity to capitalize on inefficiencies in the market.

The following chart shows the approximate dollar value of Senior Loans maturing during the years 2011 to 2015 inclusive on a per year and cumulative basis:

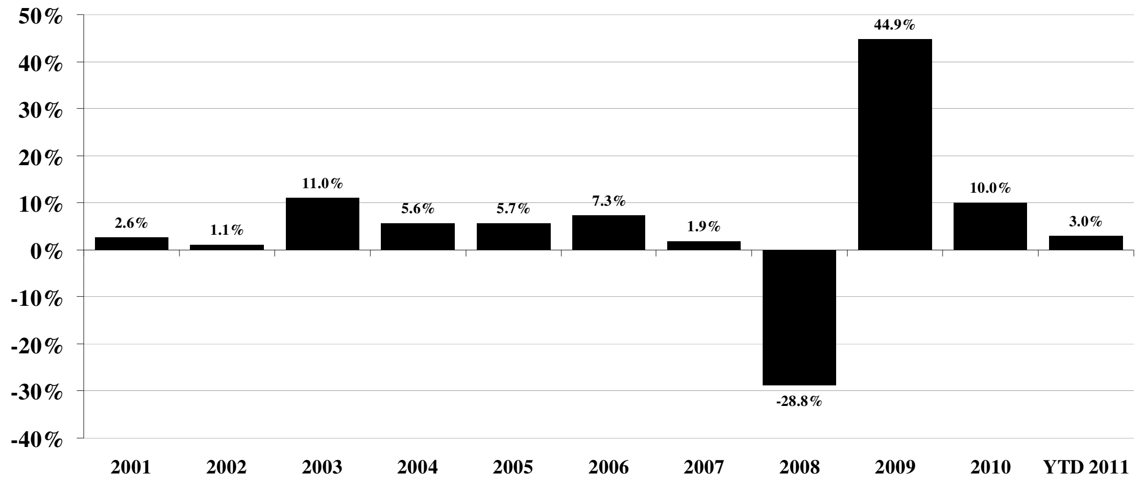
<u>Senior Loans Maturing by Year (2011 - 2015)</u>



Source: Credit Suisse
Note: Based on institutional loans maturing as at June 30, 2011

Senior Loans have historically provided steady returns through multiple credit and interest rate cycles. As exhibited in the chart below, Senior Loans have generated attractive, long term, risk-adjusted performance. Of particular note, over the last 10 years, Senior Loans have generated positive returns in all but one year (2008).

Senior Loan Total Returns by Year



Source: Credit Suisse, as at June 30, 2011

Strong Capital Preservation Qualities

High Ultimate Recovery Rates

Senior Loans hold the highest rank in a borrower's capital structure, giving priority over all of a borrower's other liabilities (including priority over bonds and preferred shares), and are secured by the borrower's assets. High-Yield Bonds rank below Senior Loans in terms of seniority and are typically unsecured. In addition, High-Yield Bonds lack the reporting and covenant protections that benefit holders of Senior Loans. As a result, Senior Loans have historically exhibited higher recovery rates in the event of default than High-Yield Bonds.

Historically Low Loss Ratios

Although Senior Loans selected for investment will generally be non-investment grade, the senior-secured nature of such loans means they have historically demonstrated a high level of capital preservation. In the U.S. Senior Loans market, the loss ratio, which is a measure of the amount of capital lost due to default after taking into account any recovery, during the past 10 years has not exceeded 5% in any calendar year and the market has preserved an average of 98.5% of capital for each year over the same period.

Attractive Performance Prior to and During Periods of Rising Interest Rates

Relatively High Yields with Limited Duration Risk

For Senior Loans, the floating rate payments made by the borrower generally fluctuate along with market interest rates such as LIBOR, while the trading price of the loan stays relatively stable. This is in contrast to most other types of corporate debt, where the borrower pays a constant fixed rate of interest regardless of fluctuations in the market interest rate, and where the trading price of the corporate debt instrument fluctuates in response to market interest rate movements. The degree of fluctuation in trading price of a debt instrument due to changes in market interest rates is known as "duration". While sub-investment grade Senior Loans carry greater credit risk than investment grade debt instruments, they offer a comparatively higher yield and lower duration. High-Yield Bonds have a higher yield than Senior Loans; however, Senior Loans carry less credit risk and lower duration than High-Yield Bonds.

Senior Loans Have Performed Well Prior to and During Periods of Rising Rates

Senior Loans can act as a hedge against rising interest rates due to their floating rate features. This potential hedge against rising interest rates significantly differentiates Senior Loans from other debt asset classes.

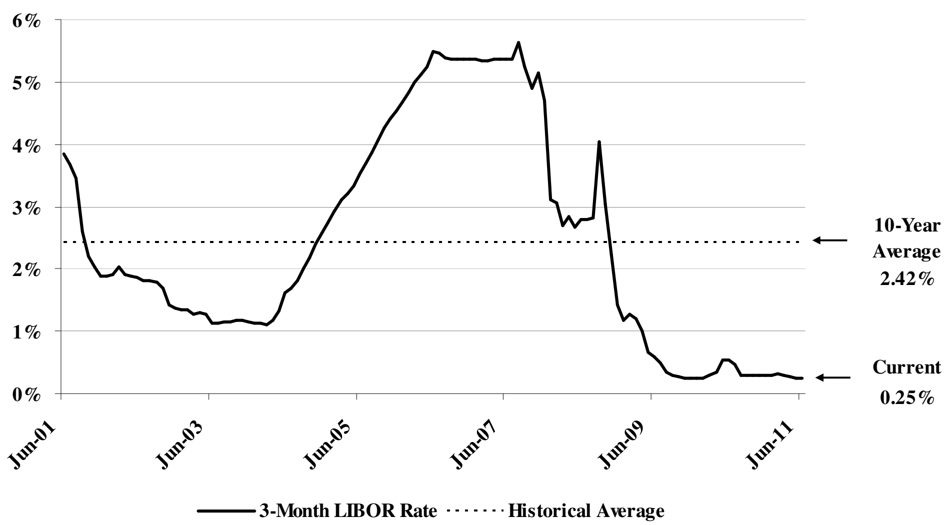
Senior Loans typically pay a quarterly coupon that references 3-month LIBOR plus a fixed credit spread. As a result, as rates rise, borrowers' loan payments generally increase, which may result in higher current income for the Portfolio. Conversely, as rates fall, borrowers' loan payments generally decrease, which may result in lower current income for the Portfolio. Rising interest rates have historically had only a minimally negative impact on Senior Loans' market value as their floating rate feature mutes interest rate duration risk. In contrast to Senior Loans, when interest rates rise, fixed rate bond prices decrease while their interest payments do not change.

Attractive Yields in a Historically Low Rate Environment

Historically Low Interest Rates

Currently, LIBOR is near historically low levels, which limits the downside yield risk of an investment in Senior Loans and, given the relatively high yields available from Senior Loans, generally makes the current environment an attractive entry point for an investment in the asset class. As at June 30 2011, three-month LIBOR was approximately 0.25%, significantly below its 10-year average of approximately 2.42%. The following chart illustrates the three-month LIBOR rate over a 10-year period.

<u>10-Year Historical Three-Month LIBOR Rate</u>



Source: Bloomberg as at June 30, 2011

High Level of Income Relative to other Debt Instruments

The Senior Loan market offers yields in excess of 5% on an annualized basis, as at the date of this prospectus. This represents an attractive level of income relative to other short duration fixed income investments. Capital appreciation may occur if Senior Loans are purchased at a discount to par value, either on the primary or secondary market. Senior Loan interest payment amounts generally reflect LIBOR plus a spread, and may rise and fall as LIBOR rises and falls.

As the following table illustrates, unlike other debt assets, Senior Loan spreads are still well above their ten-year averages and are priced at a discount to par.

Investment Features of Corporate Fixed Income Assets

	Senior Loans	Investment Grade Corporate Bonds	High Yield Corporate Bonds
Secured by borrower's assets?	✓	x	x
First priority of repayment?	✓	x	x
High rate of capital preservation / low loss rate?	✓	✓	x
Potential for increased income?	✓	x	x
Price stability when rates rise?	✓	x	x
Current average spread over LIBOR (bps)	**654**	**212**	**728**
10-year average spread over LIBOR (bps)	**474**	**177**	**637**
Current price to par	**91**	**109**	**98**
10-year average default rate	**3.7%**	**0.2%**	**5.0%**
10-year average recovery rate (% of defaults)	**70.7%**	**58.4%**	**43.5%**
10-year average loss rate	**1.5%**	**0.1%**	**3.3%**
10-year capital preservation rate	**98.5%**	**99.9%**	**96.7%**

Source: Credit Suisse, Bank of America Merrill Lynch as at August 31, 2011 for spreads and prices; Credit Suisse, Moody's as at December 31, 2010 for 10-year average default, recovery and loss rates

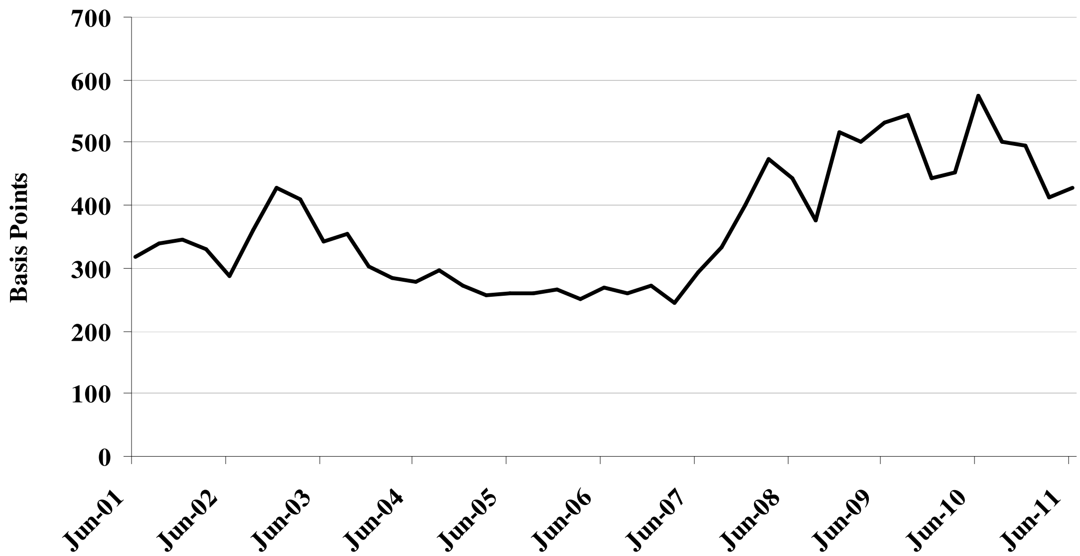
Note: Benchmarks used were the Credit Suisse Leveraged Loan Index, the Credit Suisse High Yield Index, the Bank of America Merrill Lynch U.S. Corporate Index, and the Bank of America Merrill Lynch U.S. High Yield Master II Index. The 4-year discount margin was used to represent Senior Loan spreads.

The following chart shows the evolution of new-issue spreads in the U.S. market and highlights the widening in spreads since 2007, which represents an opportunity to earn higher levels of interest. Spreads may be expected to remain at attractive levels in the near future in part due to the following:

(i) given that a significant amount of Senior Loans are due to be refinanced in the coming years, refinancings are expected to be completed at attractive new-issue spread levels in order to attract sufficient lender interest; and

(ii) prior to 2007, highly-leveraged structured finance vehicles were actively buying large volumes of Senior Loans and driving down new-issue spreads. Today the Senior Loans market is dominated by lower-leveraged retail investment funds and institutional buyers, forcing borrowers to compete for more limited capital by offering attractive new-issue spreads.

Average Spread of New-Issue Institutional Senior Loans



Source: S&P LCD as at June 30, 2011

Exposure to Improvements in Fundamental Credit Risk

One of the outcomes of the 2008 financial crisis has been a fundamental improvement in credit risk for corporations in the United States generally. The default rate for non-investment grade borrowers has declined sharply since 2009 to 2.8% in January 2011, well below the 10-year average of 5.3%. Also, in general, the Senior Loan market has benefitted from the more stringent credit agreement terms and conditions that have been put in place for new Senior Loans since the end of the financial crisis. New loans tend to have features such as LIBOR floors, which ensure that the Senior Loan generates an acceptable minimum yield in the event that interest rates fall below the level at which the floor is set, and more rigorous protective covenant packages.

Historically Low Correlation of Returns to Other Asset Classes

Senior Loans are an attractive portfolio diversifier. As shown in the chart below, Senior Loans have a negative correlation to government bonds, a low correlations to equities and other risk assets, and a positive correlation to inflation.

Correlation of Senior Loans with Other Asset Classes
(June 30, 2001 – June 30, 2011)

High Yield Bonds	0.80
Emerging Market Equities	0.55
Equities	0.54
Investment Grade Corporate Bonds	0.37
Gold	0.06
U.S. Treasury Bills	-0.25
U.S. Treasuries 10+ Years	-0.35
U.S. Treasuries 5-7 Years	-0.41

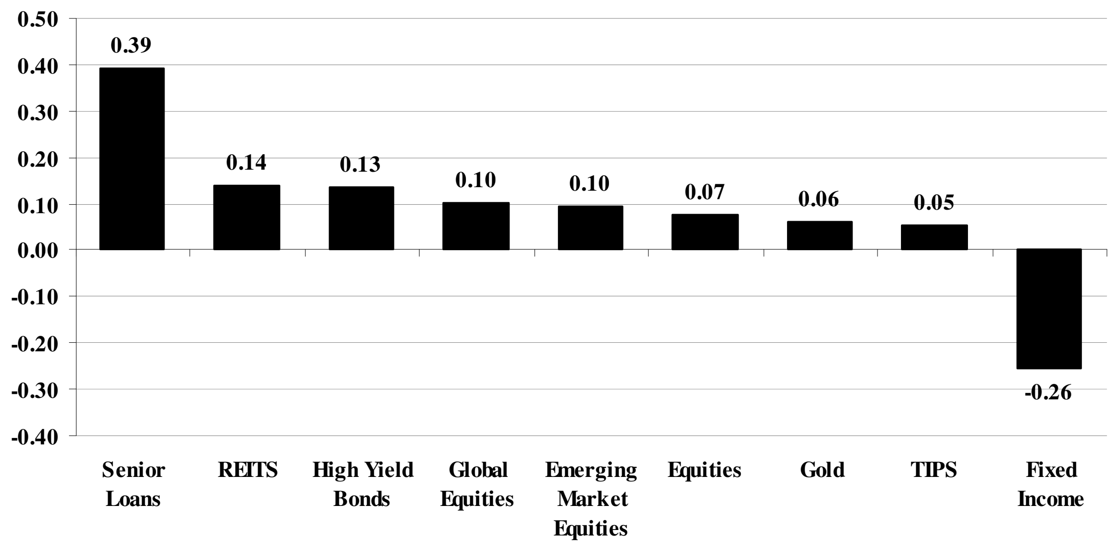
Source: Bloomberg, Credit Suisse, Bank of America Merrill Lynch as at June 30, 2011
Note: Benchmarks used were the Credit Suisse Leveraged Loan Index, Bank of America Merrill Lynch U.S. High Yield Master II Index, S&P 500 Index, MSCI Emerging Markets Index, Bank of America Merrill Lynch U.S. Corporate Index, Bank of America Merrill Lynch U.S. Treasury Bill Index, Bank of America Merrill Lynch U.S. 10+ Year Treasury Index, and the Bank of America Merrill Lynch US 5-7 Year Treasury Index.

Potential Offset to Inflationary Pressures

Investors tend to require rates of return on fixed income investments that are at least equal to the rate of inflation. As market expectations for inflation increase, the anticipation is that the required level of fixed income yields will rise, positively impacting the yields for floating rate instruments such as Senior Loans and negatively impacting the performance of long-duration fixed income securities.

Senior Loans provide an effective hedge against inflation. Over the past 10 years, Senior Loan returns have shown a relatively strong correlation to inflation, such that investment in Senior Loans might be considered a more effective hedge against the negative impact of inflation on returns than many other asset classes. The following graph shows the inflation correlation of returns to inflation for Senior Loans and for other asset classes.

Correlation to Inflation
(June 30, 2001 – June 30, 2011)



Source: Bloomberg, Credit Suisse, Bank of America Merrill Lynch as at June 30, 2011
Note: Benchmarks used were the Credit Suisse Leveraged Loan Index, S&P U.S. REIT Index, Bank of America Merrill Lynch U.S. High Yield Master II Index, MSCI World Index, MSCI Emerging Markets Index, S&P 500 Index, Bank of America Merrill Lynch U.S. Inflation-Linked Treasury Index, and the Bank of America Merrill Lynch U.S. Corporate & High Yield Master Index.

Second Lien Loans

Second Lien Loans are floating rate corporate loans with a secured interest in the assets of the borrower that is second in priority to Senior Loans. They have similar characteristics to Senior Loans except that such interests are second in priority of payment to the senior loans of the borrower, and are typically secured by a second priority security interest or lien on specified collateral. Second Lien Loans are not (and by their terms cannot become) subordinate in priority of payment to any obligation of a borrower other than Senior Loans of that borrower. They typically have similar protections and rights to Senior Loans; however, because Second Lien Loans are second in priority of claim to Senior Loans, they often pay interest at higher rates.

High-Yield Bonds

High-Yield Bonds are debt securities issued by corporations with a rating of BB+ or less from Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or Ba1 or less from Moody's Investors Service, Inc., or a similar rating from another qualified rating agency. High-Yield Bonds typically pay a semi-annual coupon at a fixed rate of interest with 7 to 10 year maturities and typically offer higher interest rates than government bonds or investment grade corporate bonds. High-Yield Bonds rank beneath Senior Loans and Second Lien Loans and typically do not enjoy a security interest or lien on specified collateral securing the borrower's obligation. Due to the unsecured nature of High-Yield Bonds, they typically pay a higher interest rate than Senior Loans and Second Lien Loans.

INVESTMENT RESTRICTIONS

The Fund will be subject to its investment restrictions, set out below, and will also indirectly be subject to the investment restrictions of SSF Trust as a result of the Forward Agreement.

Investment Restrictions of SSF Trust

SSF Trust will be subject to certain investment restrictions which are set out in the SSF Declaration of Trust. The investment restrictions of SSF Trust provide that SSF Trust will not:

(a) invest more than 20% of the Total Assets of SSF Trust at the time of investment in Second Lien Loans, High-Yield Debt or Other Investments;

(b) invest more than 5% of the Total Assets of SSF Trust at the time of investment in each of (i) convertible securities, (ii) mortgage-related and other asset-backed securities, and (iii) sovereign debt securities;

(c) invest less than 80% of the Total Assets of SSF Trust at the time of investment in Senior Loans, except during the initial invest-up period, to facilitate redemptions and prior to the Fund's termination;

(d) invest more than 10% of the Total Assets of SSF Trust at the time of investment in securities denominated in non-North American currencies;

(e) invest more than 25% of the Total Assets of SSF Trust at the time of investment in the Senior Loans of borrowers in the same industry sector (determined with reference to the industry sectors identified by S&P);

(f) borrow in excess of 40% of the Total Assets of SSF Trust at the time of borrowing;

(g) invest more than 10% of the Total Assets of SSF Trust in the securities of any single issuer (as determined at the time of purchase), other than securities issued or guaranteed by the Government of Canada, the Government of the United States or a province, state or territory thereof;

(h) purchase securities of a borrower for the purposes of exercising control or direction, whether alone or in concert, over management of that borrower, except under circumstances where such borrower is, or is anticipated to be, in breach of the terms of, or in default under, the Senior Loan;

(i) with the exception of securities of SSF Trust's own issue, purchase securities from, sell securities to, or otherwise contract for the acquisition or disposition of securities with the Sub-Advisor or the Manager or any of their respective affiliates, any officer, director or shareholder of any of them, any person, trust, firm or corporation managed by the Sub-Advisor or the Manager or any of their respective affiliates or any firm or corporation in which any officer, director or shareholder of the Sub-Advisor or the Manager may have a material interest (which, for these purposes, includes beneficial ownership of more than 10% of the voting securities of such entity) unless such transaction complies with NI 81-107;

(j) engage in securities lending that does not constitute a "securities lending arrangement" for purposes of the Tax Act;

(k) make or hold any investments in entities that would be "foreign affiliates" of SSF Trust for purposes of the Tax Act;

(l) make or hold any securities in a non-resident trust, other than an "exempt foreign trust" as proposed in section 94 of the draft legislation released by the Department of Finance (Canada) on August 27, 2010 (or pursuant to any amendments to such proposals, subsequent provisions enacted into law, or successor provisions thereto);

(m) at any time, hold any property that would result in SSF Trust being subject to the tax for SIFT Trusts as provided in section 122 of the Tax Act;

(n) make or hold any investments that could require SSF Trust to include any material amount in its income pursuant to the offshore investment fund property rules in section 94.1 of the Tax Act (or pursuant to any amendments to such provisions, subsequent provisions as enacted into law, or successor provisions thereto);

(o) acquire any interest in a trust (or a partnership which holds such an interest) which would require SSF Trust (or the partnership) to report income in connection with such interest pursuant to the rules in proposed section 94.2 of the Tax Act, as set forth in the proposed amendments to the Tax Act, dated August 27, 2010 (or amendments to such proposals, provisions as enacted into law or successor provisions thereto); or

(p) invest in any security that would be a "tax shelter investment" within the meaning of section 143.2 of the Tax Act.

For the purposes of the foregoing investment restrictions applicable to SSF Trust, the Total Assets of SSF Trust will exclude unrealized gains or losses from foreign currency hedging contracts.

Investment Restrictions of the Fund

The investment restrictions of the Fund, which are set forth in the Declaration of Trust, provide that the Fund will not:

(a) with respect to the securities acquired pursuant to the Forward Agreement, purchase any securities other than "Canadian securities" for the purposes of the Tax Act;

(b) purchase the securities of an issuer for the purposes of exercising control over management of that issuer or if, as a result of such purchase, the Fund would be required to make a take-over bid that is a "formal bid" for the purposes of applicable securities laws;

(c) make or hold any investment that would result in the Fund failing to qualify as a "mutual fund trust" for purposes of the Tax Act and will not acquire any property that would be "taxable Canadian property" of the Fund as such term is defined in the Tax Act (if the definition were read without reference to paragraph (b) thereof) (or any amendments to such definition) or other "specified property" as defined in the Tax Proposals released on September 16, 2004; or

(d) make or hold any investment that would result in the Fund being subject to the tax for SIFT Trusts as provided for in section 122 of the Tax Act.

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 conventional mutual funds under such legislation. However, the Fund is subject to certain other requirements and restrictions contained in securities legislation, including National Instrument 81-106 - *Investment Fund Continuous Disclosure* of the Canadian Securities Administrators, which governs the continuous disclosure obligations of investment funds, including the Fund.

FEES AND EXPENSES

Initial Fees and Expenses

The expenses of the Offering (including the costs of creating and organizing the Fund and SSF Trust, the costs of printing and preparing this prospectus, legal expenses, marketing expenses and other reasonable out-of-pocket expenses incurred by the Agents and other incidental expenses), which are estimated to be $810,000 in the case of the maximum total Offering (but not to exceed 1.5% of the gross proceeds of 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 (i) from the Fund equal in the aggregate to 1.0% per annum comprised of 0.50% per annum of the Net Asset Value of the Fund, calculated and payable monthly in arrears, plus an amount calculated quarterly and paid as soon as practicable after the end of each calendar quarter equal to the Service Fee of 0.50% described below, and (ii) from SSF Trust equal to 0.75% per annum of the Net Asset Value of SSF Trust, calculated and payable monthly in arrears, plus, in each case, applicable taxes. The Management Fee payable to the Manager in respect of the month in which Closing occurs will 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 the Sub-Advisor out of the Management Fee.

Service Fee

The Manager will pay to registered dealers a Service Fee (calculated quarterly and paid as soon as practicable after the end of each calendar quarter) with respect to the Class A Units and the Class U Units equal to 0.50% per annum of the Net Asset Value attributable to the Class A Units and the Class U Units held by clients of such registered dealers plus applicable taxes. The Manager will pay the Service Fee, plus applicable taxes, to such registered dealers based on the number of Units held by clients of such registered dealers at the end of the relevant quarter. The Service Fee payable in respect of the quarter in which Closing occurs will 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 calendar quarter is of the number of days in such calendar quarter.

Counterparty Fees

The Fund will pay to the Counterparty an additional purchase amount under the Forward Agreement, calculated daily and payable monthly in arrears, of 0.45% per annum of the notional amount of the Forward Agreement (being effectively equal to the Net Asset Value of SSF Trust).

Ongoing Expenses

Each of the Fund and SSF Trust will pay for all expenses incurred in connection with their respective operation and administration including, without limitation, costs of portfolio transactions, fees payable to the Manager, fees payable to the Trustee, the Service Fee, fees payable to the transfer agent, custodial fees, legal, audit and valuation fees and expenses, any additional fees payable to third party service providers, expenses of the directors of the Manager, fees and expenses of the members of the IRC appointed under NI 81-107 and expenses related to compliance with NI 81-107, premiums for directors' and officers' insurance coverage for the directors and officers of the Manager and members of the IRC, 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 SSF Trust and investor relations, 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 any extraordinary expenses that the Fund or SSF Trust may incur, but excluding the fees payable to the Sub-Advisor. Such expenses will also include expenses of any action, suit or other proceedings in which or in relation to which the Manager, members of the IRC, the Sub-Advisor, the Custodian or the Trustee and/or any of their respective officers, directors, employees, consultants or agents is entitled to indemnity by the Fund or SSF Trust.

The Manager estimates that ongoing expenses, exclusive of the Management Fee, the Service Fee, fees under the Forward Agreement, expenses relating to the use of leverage and brokerage expenses related to portfolio transactions, will be approximately $185,000 per year for the Fund and $75,000 per year for SSF Trust (assuming an aggregate size of the Offering of approximately $50 million).

Additional Services

Any arrangements for additional services between the Fund or SSF Trust and the Manager, or any affiliate thereof, that have not been described in this prospectus will be on terms that are no less favourable to the Fund and SSF 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 SSF Trust, as applicable, will pay all expenses associated with such additional services.

RISK FACTORS

Certain risk factors relating to the Fund, SSF Trust and the Units are described below. Additional risks and uncertainties not currently known to the Manager or the Sub-Advisor, or that are currently considered immaterial, may also impair the operations of the Fund or SSF Trust. If any such risk actually occurs, the business, financial condition, liquidity or results of operations of the Fund, and the ability of the Fund to meet its objectives and make distributions on the Units, could be materially adversely affected.

No Assurance in Achieving Investment Objectives or Making Distributions

There is no assurance that the Fund or SSF Trust will be able to achieve their respective investment objectives. Furthermore, there is no assurance that the Fund will be able to pay distributions in the short or long term, nor is there any assurance that the Net Asset Value of the Fund will appreciate or be preserved. It is possible that, due to declines in the market value of the assets in the Portfolio, the Fund will, after settlement or partial pre-settlement of the Forward Agreement, have insufficient assets to achieve its distribution and capital preservation investment objectives.

General Risks of Investing in Senior Loans and other Non-Investment Grade Debt

An investment in interests in Senior Loans and other non-investment grade debt involves certain risks. Under the agreements governing most syndicated loans, should SSF Trust, as a holder of an interest in a syndicated loan, wish to call a default or exercise remedies against a borrower, it could not do so without the agreement of at least a majority of the lenders. Further, actions could be taken by a majority of the lenders, or in some cases, a single agent bank, without the consent of SSF Trust. SSF Trust would, nevertheless, be liable to indemnify the agent bank for SSF Trust’s rateable share of expenses or other liabilities incurred in such connection and, generally, with respect to the administration and any renegotiation or enforcement of the syndicated loans. Moreover, an assignee or participant in a loan may not be entitled to certain gross-up payments in respect of withholding taxes and other indemnities that otherwise might be available to the original holder of the loan.

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

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

Non-investment grade debt securities involve greater risks than investment grade debt securities, including greater risks of default in the payment of interest and principal, lower recovery rates on a security that is in default and greater price changes due to such factors as general economic conditions and the issuer’s creditworthiness. Non-investment grade debt securities may also be less liquid than investment grade debt securities.

The investments of SSF Trust will expose SSF Trust to the credit risk of the underlying issuers including risk of default on interest and principal and the risk that the credit ratings of such issuers may be downgraded in certain circumstances. The markets in which non-investment grade debt securities are traded may be less liquid than the markets for investment grade rated securities. In addition, real or anticipated changes in the credit ratings of securities held by SSF Trust may affect the market value of such securities.

Non-investment grade debt securities can also be regarded as predominantly speculative investments with respect to the issuers' continuing ability to meet principal and interest payments, involve certain greater risk exposure during adverse market conditions and may be subject to substantially greater price volatility, especially during times of adverse economic change.

Risks of Investing in High-Yield Bonds

High-Yield Bonds involve greater risks than investment grade bonds, including risks of default in the payment of interest and principal, lower recovery rates on a Bond that is in default and greater price changes due to such factors as general economic conditions and the issuer's creditworthiness. Such securities can be regarded as predominantly speculative, and involve certain risk exposure to adverse conditions and may be subject to substantial price volatility, especially during times of economic change. Lower rated Bonds may be less liquid than investment grade securities. During periods of thin trading, the spread between bid and ask prices is likely to increase significantly and the Sub-Advisor may have difficulty selling such securities. There are no formal exchanges on which such High-Yield Bonds trade; accordingly, there may be limited liquidity for holders of such Bonds.

SSF Trust will make investments in High-Yield Bonds. Securities in the lower rating categories are subject to greater risk of loss, as to timely repayment of principal and timely payment of interest than higher-rated securities. In addition, adverse publicity and investor perceptions about lower-rated securities, whether or not based on fundamental analysis, may be a contributing factor in a decrease in the value and liquidity of the securities.

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

Fluctuation in Value of Portfolio Securities and Performance of the Portfolio

The Net Asset Value of the Fund will vary according to the value of the securities included in the Portfolio by virtue of the Forward Agreement. The Senior Loans, Second Lien Loans and High-Yield Bonds included in the Portfolio will be purchased at their prevailing market price, but such prices will vary, potentially substantially, over time. The Fund, SSF Trust, the Manager and the Sub-Advisor have no control over the factors that affect the value of the assets in the Portfolio including both factors that affect the debt markets generally, such as general economic and market conditions, political conditions and fluctuations in interest and exchange rates, and factors unique to issuers of the Senior Loans, Second Lien Loans and High-Yield Bonds and their business, such as liquidity and funding conditions, legal and compliance risks, operational risks, tax-related risks, changes in management, changes in strategic direction, achievement of strategic goals, mergers, acquisitions and divestitures, and other events that may affect the value of their securities.

Reinvestment Risk

SSF Trust's investments will be subject to reinvestment risk as, if current spreads are above long-term spreads, there is a risk that borrowers will prepay their debt as spreads fall.

Risks Relating to Interest Rates

SSF Trust's investments will be subject to interest rate risk, which will vary depending upon whether such assets are floating rate or fixed rate. Changes in short-term market interest rates will directly affect the yield on the floating rate assets owned by SSF Trust. If short-term market interest rates fall, the yield on such assets will also fall. Also, to the extent that credit spreads in the market for Senior Loans experience a general increase, the value of SSF Trust's existing floating rate assets may decrease, which will cause SSF Trust's net asset value to decrease. Conversely, when short-term market interest rates rise, because of the lag between changes in such short-term rates and the resetting of the floating rates on the Senior Loans in the Portfolio, the impact of rising rates will be delayed to the extent of such lag. To the extent the Senior Loans in the Portfolio contain LIBOR floors, the impact of any rise in short-term market interest rates will not be realized for such loans until rates rise above such LIBOR floors.

Changes in short-term market interest rates will have a different effect on any fixed rate assets in the Portfolio. Generally, the value of fixed income securities will change inversely with changes in interest rates. As interest rates rise, the market value of fixed income securities tends to decline. Conversely, as interest rates decline, the market value of fixed income securities tends to rise. This risk will be greater for long-term securities than for short term securities.

Recent and Future Global Financial Developments

Global financial markets have experienced a sharp increase in volatility during recent years. This has been, in part, the result of the revaluation of assets on the balance sheets of international financial institutions and related securities. This has contributed to a reduction in liquidity among financial institutions and has reduced the availability of credit to those institutions and to the issuers who borrow from them. Notwithstanding that central banks as well as governments globally are attempting to restore liquidity to the global economies, no assurance can be given that these efforts will abate the combined impact of the significant revaluations and constraints on the availability of credit on the economies around the world in the near to medium term. Some of these economies are experiencing diminished growth or a recession. Continuing adverse market conditions and unexpected volatility or illiquidity in financial markets may also adversely affect the prospects of the Fund and the value of the securities included in the Portfolio.

Leverage

SSF Trust may employ leverage of up to 40% of Total Assets. As a result of fluctuations in the prices of the assets in the Portfolio, leverage may temporarily, and from time to time, exceed 40%. The addition of leverage has the potential to enhance returns but also involves additional risks. There can be no assurance that the leverage employed by SSF Trust will enhance returns. The use of leverage may reduce returns (both distributions and capital) to Unitholders. If there is a decline in the value of the assets in the Portfolio, the leverage will cause a decrease in the Net Asset Value of the Fund in excess of that which would otherwise be experienced if no leverage was utilized. Under certain conditions, leverage may be reduced or discontinued.

Concentration Risk

The Portfolio will be concentrated in Senior Loans issued by non-investment grade U.S. borrowers. As a result, the Net Asset Value of the Fund and SSF Trust may be more volatile than the value of a more broadly diversified portfolio and may fluctuate substantially over short periods of time. This may have a negative impact on the value of the Units.

Liquidity Risk

There is no assurance that an adequate market will exist for the assets included in the Portfolio and it cannot be predicted whether the assets included in the Portfolio will trade at a discount to, a premium to, or at their respective par or maturity values. Certain assets held in the Portfolio may trade infrequently, if at all, and may trade at a significant premium or discount to the latest price at which they are valued in the Portfolio. The Portfolio may experience a lack of liquidity of the assets in the Portfolio due to restrictions on transfers in loan agreements and the nature of the private syndication of Senior Loans including, for example, the lack of publicly-available information. Some Senior Loans are not as easily purchased or sold as publicly-traded securities. Some Senior Loans and other Portfolio investments are very thinly traded or no market for them exists, which may make it difficult for SSF Trust to value them or dispose of them at an acceptable price, or at all, when it wants to.

Reliance on the Manager and the Sub-Advisor

The Manager and the Sub-Advisor will manage the Portfolio in a manner consistent with the investment objectives and the investment restrictions of SSF Trust. The officers of the Manager and the Sub-Advisor who will be primarily responsible for the management of the Portfolio have extensive experience in managing investment portfolios; however, there is no certainty that such individuals will continue to be employees of the Manager or the Sub-Advisor, as applicable, until the termination of the Fund. The performance of SSF Trust (and therefore the return to Unitholders) will be dependant on the ability of the Manager and the Sub-Advisor to successfully execute the investment strategy of SSF Trust.

Counterparty Risk

In entering into the Forward Agreement, which will be the sole material asset of the Fund, the Fund is fully exposed to the credit risk associated with the Counterparty. The possibility exists that the Counterparty will default on its obligations under the Forward Agreement. To secure the obligations of the Counterparty under the Forward Agreement, the Counterparty will pledge collateral in favour of the Fund with an aggregate value equal to 100% of the mark-to-market value of the exposure under the Forward Agreement and the amount of the collateral will be reset on a weekly basis to 100%. Should a bankruptcy or other similar event related to the Counterparty occur that precludes the Counterparty from performing its obligations under the Forward Agreement, the Fund would have to enforce its security interest and the Forward Agreement would be terminated. See "Risk Factors – Early Termination of the Forward Agreement" and "Overview of the Investment Structure – The Forward Agreement".

Early Termination of the Forward Agreement

In the event the Forward Agreement terminates prior to the termination of the Fund, the Fund may enter into one or more new forward agreements or may temporarily hold the Portfolio directly. The tax consequences to Unitholders may be different in the event that the Fund holds the Portfolio directly. See "Termination of the Fund".

Use of Derivatives

SSF Trust may invest in or use derivative instruments, other than commodity derivatives, for hedging purposes consistent with its investment objectives and subject to the investment restrictions of SSF Trust. For example, SSF Trust may use derivatives, including foreign exchange forwards and interest rate swaps, with the intention of fixing the interest rate under the leverage facility used by SSF Trust. No assurance can be given that the Portfolio will be hedged from any particular risk from time to time.

There can be no assurance that SSF Trust's hedging strategies will be effective. SSF Trust is subject to the credit risk that its counterparty (whether a clearing corporation in the case of exchange traded instruments or another third party in the case of over-the-counter instruments) may be unable to meet its obligations. In addition, there is a risk of loss by SSF Trust of margin deposits in the event of the bankruptcy of the dealer with whom SSF Trust has an open position in an option or futures or forward contract. Derivative instruments traded in foreign markets may offer less liquidity and greater credit risk than comparable instruments traded in North American markets. The ability of SSF Trust to close out its positions may also be affected by exchange imposed daily trading limits on options and futures contracts. If SSF Trust is unable to close out a position, it will be unable to realize its profit or limit its losses until such time as the option becomes exercisable or expires or the futures or forward contract terminates, as the case may be. The inability to close out options, futures and forward positions could also have an adverse impact on SSF Trust's ability to use derivative instruments to effectively hedge the foreign currency exposure or any fixed rate exposure of the Portfolio.

Currency Exposure

As the Portfolio will be invested in securities traded in foreign currencies, the Net Asset Value, when measured in Canadian dollars (or U.S. dollars in the case of the Class U Units), will, to the extent this has not been hedged against, be affected by changes in the value of the foreign currencies relative to the Canadian dollar (or the U.S. dollar in the case of the Class U Units). SSF Trust may not be fully hedged at all times and distributions received on the Portfolio may not be hedged and accordingly no assurance can be given that the Fund will not be adversely impacted by changes in foreign exchange rates or other factors. The use of hedges, if used, involves special risks, including the possible default by the other party to the transaction, illiquidity and, to the extent the Manager's assessment of certain market movements is incorrect, the risk that the use of hedges could reduce total returns or result in losses greater than if the hedging had not been used. In addition, the costs associated with a hedging program may outweigh the benefits of the arrangements in such circumstances.

Trading Price of Units

The Class A Units may trade in the market at a discount to the Net Asset Value per Class A Unit and there can be no assurance that the Class A Units will trade at a price equal to the Net Asset Value per Class A Unit. Units will be redeemable at 100% of Net Assets per Unit on an Annual Redemption Date less any costs associated with the redemption including brokerage costs, and less any net realized capital gains to the Fund that are distributed to a

Unitholder concurrently with the proceeds of disposition on redemption. While the redemption right provides Unitholders the option of annual liquidity at the Net Assets per Unit, there can be no assurance that it will reduce trading discounts of the Class A Units.

Taxation of the Fund

In determining its income for tax purposes, the Fund will not treat the acquisition of Canadian Securities Portfolio securities under the Forward Agreement as a taxable event and will treat gains or losses on any disposition of Canadian Securities Portfolio securities acquired under the Forward Agreement as capital gains and losses. No advance income tax ruling has been requested or obtained from the CRA regarding the timing or characterization of the Fund's income, gains or losses. If, contrary to the advice of counsel to the Fund, whether through the application of the general anti-avoidance rule or otherwise or as a result of a change of law, the acquisition of Canadian Securities Portfolio securities under the Forward Agreement was a taxable event or if gains realized on the sale of Canadian Securities Portfolio securities acquired under the Forward Agreement were treated other than as capital gains on the sale of such securities, after-tax returns to Unitholders would be reduced.

If the Fund ceases to qualify as a "mutual fund trust" under the Tax Act, the income tax considerations described under the heading "Income Tax Considerations" would be materially and adversely different in certain respects.

On October 31, 2003 the Department of Finance (Canada) 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 this 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. On February 23, 2005, the Minister of Finance (Canada) announced that an alternative proposal to replace this Tax Proposal would be released for comment. No such alternative proposal has been released to date. There can be no assurance that such alternative proposal will not adversely affect the Fund.

Under new U.S. tax rules, starting in 2014, Unitholders of the Fund may be required to provide identity and residency information to the Fund, which may be provided by the Fund to U.S. tax authorities, in order to avoid a 30% U.S. withholding tax being imposed on certain U.S. source income and on sale proceeds received by the Fund. In certain circumstances, the Fund may be required to withhold a 30% tax from distributions it pays to Unitholders who have not provided the required information. It is unclear at the current time whether the Fund and Unitholders may be exempt from these requirements.

No Ownership Interest

An investment in Units does not constitute an investment by Unitholders in the securities included in the Portfolio. Unitholders will not own the securities held by the Fund or SSF Trust.

It is possible that the proceeds from the sale of securities acquired under 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 from the sale of securities acquired under the Forward Agreement, to pay its liabilities. Unitholders will have no recourse or rights against the assets of SSF Trust.

Changes in Legislation

There can be no assurance that certain laws applicable to the Fund and/or SSF Trust, 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 Fund or Unitholders. Any such changes could have a negative effect upon the value of the Portfolio and upon the investment opportunities available to the Portfolio.

Loss of Investment

An investment in the Fund is appropriate only for investors who have the capacity to absorb investment losses.

Conflicts of Interest

The Manager and Sub-Advisor and their respective directors and officers engage in the promotion, management or investment management of one or more funds or trusts with similar investment objectives to those of the Fund and SSF Trust. Although none of the directors or officers of the Manager or the Sub-Advisor will devote his or her full time to the business and affairs of the Fund or SSF Trust, each director and officer of the Manager and the Sub-Advisor 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, SSF Trust, the Manager and the Sub-Advisor, as applicable.

In addition, the Counterparty may have relationships with any or all of the issuers whose securities are included in the Portfolio which could conflict with the interests of the Fund or SSF Trust.

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.

Risks Relating to Redemptions

The purpose of the annual redemption right is to prevent Units from trading at a substantial discount and to provide investors with the right to eliminate entirely any trading discount once per year. While the redemption right provides investors the option of annual liquidity, there can be no assurance that it will reduce trading discounts. There is a risk that the Fund may incur significant redemptions if Units trade at a significant discount to their Net Asset Value per Unit, thereby providing arbitrage traders an opportunity to profit from the difference between the applicable Net Asset Value per Unit and the discounted market price at which they purchased their Units. If a significant number of Units are redeemed, the trading liquidity of the Units could be significantly reduced. In addition, the expenses of the Fund would be spread among fewer Units resulting in a potentially lower distribution per Unit. The Manager has the ability to terminate the Fund if, in its opinion, it would be in the best interests of the Unitholders to do so. The Manager may also suspend the redemption of Units in the circumstances described under “Redemption of Units – Suspension of Redemptions”.

Operating History

The Fund is a newly organized investment fund 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 for the Units will develop or be sustained after completion of the Offering.

Not a Trust Company

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

Nature of Units

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

No Market for Class U Units

The Class U Units will not be listed on any stock exchange. It is expected that liquidity for Class U Units will be obtained primarily by means of conversion of Class U Units into Class A Units and the subsequent sale of such Class A Units.

Distressed Securities

Distressed securities purchased by SSF Trust may be subject to certain additional risks to the extent that such securities may be unsecured and subordinated to substantial amounts of senior indebtedness, a significant portion of which may be secured.

Distressed securities may result in significant returns to SSF Trust, but also involve a substantial degree of risk. SSF Trust may lose a substantial portion or all of its investment in a distressed environment or may be required to accept cash or securities with a value less than SSF Trust's investment. Among the risks inherent in investments in entities experiencing significant financial or business problems is the difficulty in obtaining information as to the true condition of such issuers. Such investments also may be adversely affected by applicable laws relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and the relevant court's discretionary power to disallow, subordinate or disenfranchise particular claims. The market prices of such instruments are also subject to abrupt and erratic market movements and above average price volatility, and the spread between the bid and ask prices of such instruments may be greater than normally expected. In trading, distressed securities, litigation sometimes arises. Such litigation can be time-consuming and expensive, and can frequently lead to unpredicted delays or losses.

Residency of the Sub-Advisor

The Sub-Advisor is resident outside Canada and all or a substantial portion of its assets are situated outside Canada. As a result, should SSF Trust seek to enforce any legal rights against the Sub-Advisor it may find it difficult to do so.

DISTRIBUTION POLICY

The Fund will not have a fixed distribution, but intends to set periodic distribution targets based on, among other things, the actual and expected returns on the Portfolio and the Fund's estimated expenses. The Fund will partially pre-settle the Forward Agreement to pay the distributions. The amount of distributions may fluctuate from month to month and there can be no assurance that the Fund will make any distribution in any particular month. Given that the majority of the Portfolio will be invested in Senior Loans, returns to SSF Trust will vary with changes in interest rates, among other factors. Unitholders will be entitled to receive distributions declared by the Fund from time to time. Based on current estimates and the assumptions set out below, the Fund's initial distribution target is expected to be $0.05833 per Class A Unit per month (US$0.05833 per Class U Unit per month), representing an initial yield on the Unit issue price of 7% per annum, consisting primarily of returns of capital which are not immediately taxable but which reduce a Unitholder's adjusted cost base of its Units. See "Income Tax Considerations" for further information regarding the character of the distributions for tax purposes. The initial monthly distribution will be payable to Unitholders of record on November 30, 2011 and will be paid no later than December 15, 2011. The first distribution will be pro rated to reflect the period from the Closing Date to November 30, 2011.

Based on current estimates and market conditions and assuming (i) an aggregate size of the Offering of $50 million, (ii) the employment of the investment strategy as described under "Investment Strategy", (iii) the use of leverage as described herein, and (iv) the fees and expenses described under "Fees and Expenses", the Portfolio would be required to generate a return of approximately 7.26% in order for the Fund to pay the initial target level of distributions through partial settlements of the Forward Agreement and maintain a stable Net Asset Value. The Indicative Portfolio has a cash-on-cash yield of 6.82% and a yield-to-maturity of 8.25%. There is no assurance that the Portfolio will be able to generate such yields.

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. To ensure that the Fund will not generally be liable for income tax under

Part I of the Tax Act, the Declaration of Trust provides that, if necessary, an Additional Distribution will be automatically payable in each year to Unitholders of record on the last day of the Fund's taxation year, *pro rata* based on the Net Asset Value of the Units. 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 must pay an Additional Distribution, such Additional Distribution may, at the option of the Manager, be satisfied by the issuance of Units. Following such issue of additional Units, the outstanding Units will be automatically consolidated on a basis such that each Unitholder will hold after the consolidation the same number of Units as it held before the distribution of additional Units, except in the case of a Non-Resident Unitholder if tax was required to be withheld in respect of the distribution. See "Income Tax Considerations".

PURCHASE OF UNITS

Prospective purchasers may purchase Units through any one of the Agents or any member of a sub-agency group that the Agents may form. Prospective purchasers may acquire Units by cash payment only. The Class A Units are designed for investors wishing to make their investment in Canadian dollars and the Class U Units are designed for investors wishing to make their investment in U.S. dollars. Closing of the Offering will take place on or about November 1, 2011, or such later date as may be agreed upon by the Fund and the Agents that is not later than 90 days after a final receipt for this prospectus has been issued. The offering price was determined by negotiation between the Agents and the Fund. See "Plan of Distribution".

REDEMPTION OF UNITS

Annual Redemptions

Unitholders are expected to have the ability to buy and sell their Class A Units through their investment dealer on the TSX every day that the TSX is open for trading. The Fund expects that TSX trading will provide the primary means for Unitholders to sell or buy Class A Units. It is expected that liquidity for the Class U Units will be obtained primarily by means of conversion of Class U Units into Class A Units and the subsequent sale of such Class A Units. As an optional, additional feature, the Units may be redeemed annually on the Annual Redemption Date. Unitholders may choose to, but are not required to, submit Units for redemption and receive 100% of the Net Assets per Unit as described below, subject to certain conditions. In order to effect such a redemption, the Units must be surrendered by no later than 5:00 p.m. (Toronto time) on the last Business Day of January. Units surrendered for redemption on an Annual Redemption Date will be redeemed at a redemption price per Unit equal to 100% of the Net Assets per Unit of the applicable class on an Annual Redemption Date (less any costs associated with the redemption including brokerage costs, and less any net realized capital gains or income of the Fund that are distributed to a Unitholder concurrently with the proceeds of disposition on redemption). Payment of the redemption price will be made on or before the Redemption Payment Date, subject to the Manager's right to suspend redemptions in certain circumstances. Concurrently with the payment of the redemption price, the Fund may pay to the redeeming Unitholder a cash distribution in the amount of the net realized capital gains or income of the Fund incurred by it to fund the payment of the redemption price. The Net Assets per Unit will vary depending on a number of factors. See "Calculation of Net Asset Value" and "Risk Factors".

Monthly Redemptions

In addition to the annual redemption right, Unitholders may choose to redeem Units on a Monthly Redemption Date, subject to certain conditions. In order to effect such a redemption, the Units must be surrendered by no later than 5:00 p.m. (Toronto time) on the date which is the last Business Day of the month preceding the Monthly Redemption Date. Payment of the redemption price will be made on or before the Redemption Payment Date, subject to the Manager's right to suspend redemptions in certain circumstances. Concurrently with the payment of the redemption price, the Fund may pay to the redeeming Unitholder a cash distribution in the amount of the net realized capital gains or income of the Fund incurred by it to fund the payment of the redemption price. See "Risk Factors".

Unitholders surrendering a Class A Unit for redemption on a Monthly Redemption Date will receive a redemption price equal to the Monthly Redemption Amount. Unitholders surrendering a Class U Unit for redemption will receive in U.S. dollars an amount equal to the U.S. dollar equivalent of the product of (i) the Monthly Redemption Amount and (ii) a fraction, the numerator of which is the most recently calculated Net Assets per Unit of a Class U Unit and the denominator of which is the most recently calculated Net Assets per Unit of a Class A Unit. For such purpose, the Fund will utilize the Reference Exchange Rate current at, or as nearly as practicable to, the Monthly Redemption Date in respect of a monthly redemption of Class U Units.

Pre-Settling the Forward Agreement

The Fund may settle the Forward Agreement in whole or in part prior to the Forward Termination Date in order to fund redemptions. The value of the Forward Agreement on an Annual Redemption Date or a Monthly Redemption Date, and accordingly, the Net Assets per Unit on an Annual Redemption Date or Monthly Redemption Date, as applicable, and the redemption price will be dependent upon the performance of SSF Trust and the Net Asset Value of SSF Trust.

Exercise of Redemption Right

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. (Toronto time) on the applicable 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 Annual Redemption Date or Monthly Redemption Date deadline so as to permit the CDS Participant to deliver a notice to CDS by 5:00 p.m. (Toronto time) on the applicable 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 will 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, provided that the Manager may from time to time prior to the Annual Redemption Date or Monthly Redemption Date permit the withdrawal of a redemption notice on such terms and conditions as the Manager may determine, in its sole discretion, provided that such withdrawal will not adversely affect the Fund. Any expense associated with the preparation and delivery of the redemption notice will be for the account of the Unitholder exercising the redemption privilege.

Any redemption notice that CDS determines to be incomplete, not in proper form or not duly executed will, for all purposes, be void and of no effect and the redemption privilege to which it relates will 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.

Suspension of Redemptions

The Fund may suspend the redemption of Units or payment of redemption proceeds with the prior permission of the Canadian securities regulators, where required, (a) for the whole or any part of a period during which normal trading is suspended on one or more exchanges on which more than 50% of the securities included in the Canadian Securities Portfolio (by value) are listed and traded and if such securities are not traded on any exchange that represents a reasonable, practical alternative for the Fund, 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 SSF Trust or which impair the ability of the Manager to determine the value of the assets of the Fund or SSF Trust. The suspension may apply to all requests for redemption received prior to the suspension, but 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 will have, and will be advised that they have, the right to withdraw their requests for redemption. The suspension will 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 will be conclusive.

INCOME TAX CONSIDERATIONS

In the opinion of Stikeman Elliott LLP, counsel to the Fund, and McMillan LLP, counsel to the Agents, the following is, as at 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, and is not affiliated, with the Fund, and holds Units as capital property. Generally, Units will be considered to be capital property to a Unitholder provided the Unitholder does not hold the Units in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Unitholders who might not otherwise be considered to hold their Units as capital property may, in certain circumstances, be entitled to have them and all other "Canadian securities" owned or subsequently owned by them treated as capital property by making an irrevocable election in accordance with the Tax Act. This summary is based on the assumptions that the Canadian Securities Portfolio will consist solely 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 administrative policies and assessing practices of the CRA published in writing prior to the date hereof, 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 other federal or any provincial, territorial or foreign income tax legislation or considerations. There can be no assurance that any Tax Proposals will be enacted in the form publicly announced or at all.

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

Status of the Fund

This summary is based on the assumptions that the Fund will qualify, at all times, as a "unit trust" and a "mutual fund trust" within the meaning of the Tax Act and that the Fund will elect under the Tax Act to be a mutual fund trust from the date it was established. To qualify as a mutual fund trust, the Fund must, among other things, comply on a continuous basis with certain minimum requirements respecting the ownership and dispersal of Units and certain investment criteria referred to under "Overview of the Investment Structure – Investment Restrictions of the Fund". If the Fund were not to qualify as a mutual fund trust at all times, the income tax consequences described below would in some respects be materially and adversely different.

This summary is also based on the assumption that the Fund will at no time be a SIFT Trust. Provided the Fund complies with the investment restrictions, as described under the heading "Overview of Investment Structure - Investment Restrictions of the Fund", the Fund should not hold any investment that would result in the Fund being subject to the special tax for SIFT Trusts.

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 income, including its net realized capital gains as described under "Distribution Policy", 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 (a "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 Canadian Securities Portfolio securities acquired by the Fund under the Forward Agreement in connection with a redemption of Units.

In computing its income for tax purposes, the Fund may deduct reasonable administrative and other expenses incurred to earn income in accordance with the detailed rules in the Tax Act. The Fund may deduct the costs and expenses of the 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 and no amount will be included in computing the Fund's income as a result of the acquisition of Canadian Securities Portfolio securities under the Forward Agreement. The cost to the Fund of such Canadian Securities Portfolio securities will be that portion of the aggregate amount paid by the Fund under the Forward Agreement attributable to such securities and any other costs of acquisition. 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 Canadian Securities Portfolio securities acquired under the Forward Agreement will be taxed as capital gains or capital losses.

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. On February 23, 2005, the Minister of Finance (Canada) announced that an alternative proposal to replace the Tax Proposals of October 31, 2003 would be released for comment. To date, no such alternative proposal has been released.

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 (including any income paid to Unitholders as part of a distribution), whether paid in cash or additional Units. 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 the net realized taxable capital gains of the Fund as is paid or payable to a Unitholder will effectively retain its character and be treated as such in the hands of the Unitholder for purposes of the Tax Act.

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 (net of any reasonable costs of disposition) exceed (or are less than) the adjusted cost base of the Unit. For the purpose of determining the adjusted cost base to a Unitholder of a Unit, when a Unit is acquired, the cost of the newly acquired Unit will be averaged with the adjusted cost base of all Units owned by the Unitholder as capital property that were acquired before that time. For this purpose, the cost of Units that have been issued as an Additional Distribution 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 general terms, net income of the Fund paid or payable to a Unitholder that is designated as net realized taxable capital gains or taxable capital gains realized on the disposition of Units may increase the Unitholder's liability for alternative minimum tax.

Based in part on the CRA's administrative position, a conversion of Class U Units into whole Class A Units will constitute a disposition of such Class U Units for the purposes of the Tax Act. The redemption of any fraction of a Class U Unit will result in a capital gain (or capital loss) to the redeeming Unitholder.

Taxation of Registered Plans

Amounts of income and capital gains distributed by the Fund to a Registered Plan and capital gains realized on the disposition of Units are generally not taxable under Part I of the Tax Act while retained in a Registered Plan, provided that the Units are qualified investments under such Registered Plan. See "Eligibility for Investment". Unitholders should consult with their own advisors regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a Registered Plan.

Taxation Implications of the Fund's Distribution Policy

The Net Asset Value per Unit will reflect any income and gains of the Fund that have accrued or have been realized but have not been made payable at the time the 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, notwithstanding that such amounts will have been reflected in the price paid by the Unitholder for the Units. Since the Fund makes monthly distributions, as described under "Distribution Policy", the consequences of acquiring Units late in a calendar year will generally depend on the amount of the monthly distributions throughout the year and whether an Additional Distribution is necessary late in the calendar year to ensure that the Fund will not be liable for income tax on such amounts under the Tax Act.

Eligibility for Investment

In the opinion of Stikeman Elliott LLP, counsel for the Fund, and McMillan LLP, counsel for the Agents, provided that the Fund qualifies as a mutual fund trust within the meaning of the Tax Act or, in the case of the Class A Units, if such Units are listed on a designated stock exchange (which currently includes the TSX), the Units will be qualified investments under the Tax Act for trusts governed by Registered Plans. See "Income Tax Considerations".

Notwithstanding the foregoing, if the Units are "prohibited investments" for the purposes of a tax-free savings account, a holder of the account will be subject to a penalty tax as set out in the Tax Act. A "prohibited investment" includes a unit of a trust which does not deal at arm's length with the holder, or in which the holder has a significant interest, which, in general terms, means the ownership of 10% or more of the value of the Fund's outstanding Units by the holder, either alone or together with persons with whom the holder does not deal at arm's length. Tax Proposals will apply these rules to registered retirement savings plans and registered retirement income funds. Unitholders are advised to consult their own tax advisors in this regard.

ORGANIZATION AND MANAGEMENT DETAILS OF THE FUND

The Manager

Brompton was formed pursuant to the *Business Corporations Act* (Ontario) and carries on the business formerly carried on by Brompton Funds Management Limited of providing management, and providing or arranging investment management, services for the Brompton Group. The Manager's head office is located at Bay Wellington Tower, Brookfield Place, 181 Bay Street, Suite 2930, Toronto, Ontario M5J 2T3. The Manager was organized for the purpose of managing and administering closed-end investments, including the Fund and SSF Trust. The Manager is a member of the Brompton Group, a leading provider of TSX-listed investment funds.

Duties and Services to be Provided by the Manager

Pursuant to the Fund Management Agreement and the SSF Management Agreement, the Manager has exclusive authority to manage the business and affairs of the Fund and SSF Trust, as applicable, to make all decisions regarding the business of the Fund and SSF Trust and has authority to bind the Fund and SSF Trust, respectively. 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 SSF Trust where, in the discretion of the Manager, it would be in the best interests of the Fund and the Unitholders and/or SSF Trust and its unitholders to do so. The Manager also has authority to provide portfolio management services to the Fund and SSF Trust, to acquire the securities to comprise the Portfolio and to maintain the Portfolio subject to the investment restrictions of the Fund and SSF Trust. The Manager, on behalf of SSF Trust, has engaged the Sub-Advisor to acquire the securities of the issuers to comprise the Portfolio and to maintain the Portfolio subject to the investment restrictions of SSF Trust. The Manager is expected to handle all other matters relating to SSF Trust and Fund including, without limitation, decision-making with respect to, and implementation and management of, leverage, currency hedging, and securities lending. The Manager will be responsible for paying the fees of the Sub-Advisor out of the Management Fee.

Details of the Management Agreements

The Manager is required to exercise its powers and perform its duties honestly, in good faith and in the best interests of the Unitholders and the unitholders of SSF Trust, as applicable, and to exercise the care, diligence and skill that a reasonably prudent and qualified manager would exercise in comparable circumstances. The Management Agreements provide that the Manager will not be liable in any way for any default, failure or defect of the assets of the Fund, SSF Trust or the Portfolio, as the case may be, if it has satisfied 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 breach of its duties or standard of care, diligence and skill. Among other restrictions imposed on the Manager, it may not dissolve the Fund or SSF Trust or wind up the affairs of the Fund or SSF Trust except if, in its opinion, it would be in the best interests of the Unitholders to terminate the Fund or otherwise in accordance with the provisions of the Declaration of Trust and the SSF Declaration of Trust.

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

(a) monitoring the performance of persons appointed to acquire and maintain the Portfolio in accordance with the investment objectives and investment restrictions of SSF Trust and investing assets held by the Fund from time to time, as well as managing relationships with the Custodian, registrar and transfer agent, auditors, legal counsel and other organizations or professionals serving the Fund and SSF Trust;

(b) monitoring the suitability of the investment objectives and investment restrictions of the Fund and SSF Trust, as applicable, and preparing for adoption by the Unitholders or the unitholders of SSF Trust of any amendments to the investment objectives and investment restrictions of the Fund and SSF Trust, as applicable, which the Manager believes are in the best interests of the Fund and SSF Trust, as applicable;

(c) entering into, on behalf of the Fund, the Forward Agreement and on behalf of the Fund or SSF Trust, as applicable, any additional forward, derivative or other transactions including the pledge of the securities comprising the Portfolio and the providing of any other security or credit support documents from time to time required under the Forward Agreement or under any additional forward, derivative or other transactions in order to achieve the investment objectives of the Fund or SSF Trust, as applicable;

(d) arranging for the settlement of the Fund's obligations under the Forward Agreement, the receipt by the Fund of the securities it is entitled to receive on the settlement or partial settlement of the Forward Agreement, and arranging for any payment required to be made under the Forward Agreement;

(e) the authorization and payment on behalf of the Fund and SSF Trust of expenses incurred on behalf of the Fund and SSF 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);

(f) the calculation, on a quarterly basis, of the Service Fee and the payment thereof to registered dealers at the end of each calendar quarter, such Service Fee to equal 0.50%, on an annual basis, of the Net Asset Value of the Units held by clients of sales representatives of such registered dealers, plus applicable taxes;

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

(h) the preparation of accounting, management and other reports (including such interim and annual reports to Unitholders, financial statements, tax reporting to Unitholders and income tax returns as may be required by applicable law);

(i) keeping and maintaining the books and records of the Fund and SSF Trust and the supervision of compliance by the Fund and SSF Trust with record keeping requirements under applicable regulatory regimes;

(j) the calculation of the amount, and the determination of the frequency, of distributions by the Fund;

(k) the handling of communications and correspondence with Unitholders and the preparation of notices of distributions to Unitholders;

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

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

(n) dealing with banks, custodians and sub-custodians, including in respect of the maintenance of bank records and the negotiation and securing of bank financing or refinancing;

(o) determining from time to time, in consultation with the Sub-Advisor, the appropriate amount of leverage and implementing and monitoring the use of such leverage;

(p) arranging for the liquidation of the Portfolio in an orderly manner, to the extent necessary, and using the proceeds therefrom to reduce indebtedness of SSF Trust in the event that SSF Trust is at any time in breach of its collateral requirements in order to limit the total indebtedness of SSF Trust as a percentage of the Total Assets of SSF Trust or for any other reason where SSF Trust requires cash to meet its obligations;

(q) obtaining such insurance as the Manager considers appropriate for the Fund and SSF Trust;

(r) arranging for the provision of services by CDS for the administration of the non-certificated issue system with respect to the Units;

(s) reviewing fees and expenses charged to the Fund and SSF Trust and ensuring the timely payment thereof;

(t) ensuring that the Fund and SSF Trust comply with all regulatory requirements and applicable stock exchange listing requirements;

(u) providing assistance to the Trustee with respect to:

    (i) 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; and

(ii) the organization of meetings of Unitholders; and

(v) the provision of such other managerial and administrative services as may be reasonably required for the ongoing business and administration of the Fund and SSF Trust including maintenance of a website.

In addition, under the terms of the Management Agreements, the Manager is responsible for providing, or causing to be provided, investment fund management and portfolio management services to the Fund and SSF Trust.

In consideration for these services, the Fund and SSF 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 SSF Trust. See "Fees and Expenses - Management Fee". The Manager, the Sub-Advisor, the Trustee and each of their directors, officers, employees, consultants and agents are indemnified and will be reimbursed by the Fund and by SSF 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 SSF Trust, as applicable, and counsel fees and disbursements on a solicitor and client basis) reasonably incurred in connection with the services provided to the Fund or SSF Trust described herein or as 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, the sub-advisor, the trustee or a director, officer, employee, consultant or agent thereof, except for liabilities and expenses resulting from the person's wilful misconduct, bad faith, negligence, breach of such person's duties or standard of care, diligence and skill or material breach or default of such person's obligations under any agreements with the Fund and SSF Trust, as applicable, to which such person is a party.

The Manager will pay to registered dealers a Service Fee (calculated quarterly and paid as soon as practicable after the end of each quarter) with respect to the Units, equal to 0.50% per annum of the Net Asset Value attributable to the Class A Units or Class U Units, as applicable, plus applicable taxes. The Manager will pay the Service Fee to registered dealers based on the number of Class A Units and Class U Units held by the clients of such registered dealers at the end of the relevant quarter. The Management Fee paid by the Fund to the Manager includes the amount equal to the Service Fee of 0.50%.

The Fund Management Agreement may be terminated at any time by the Trustee 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, except in circumstances where the Manager has been removed pursuant to the Declaration of Trust or the Fund Management Agreement or the Manager has resigned. 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 will 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 and, 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 SSF Management Agreement contains similar provisions.

The Trustee may also terminate the investment fund management and portfolio management services provided under the Management Agreements immediately if, among other things, the Manager has lost any registration, license or other authorization required by it to perform its investment fund management and portfolio management duties under the Management Agreements or is otherwise deemed unable to perform such services.

The services of the Manager and the officers and directors of the Manager are not exclusive to the Fund or SSF Trust. The Manager and its affiliates and associates may, at any time, engage in any other activity including the administration of any other fund or trust.

Directors and Officers of the Manager

The Board of Directors of the Manager consists of three members. Directors are appointed to serve on the Board of Directors until such time as they retire or are removed and their successors are appointed. There is no chairman of the Board of Directors of the Manager, and instead the director who chairs meetings rotates among the directors. The name, municipality of residence, position with the Manager and principal occupation of each director and senior officer is set out below:

Name and Municipality of Residence	Position with the Manager	Current Occupation
PETER A. BRAATEN[1] Toronto, Ontario	Director	Chairman, Brompton Group Limited
MARK A. CARANCI[1] Toronto, Ontario	President, Chief Executive Officer and Director	President and Chief Executive Officer, Brompton Funds
RAYMOND R. PETHER[1] Toronto, Ontario	Director	Chief Executive Officer, Brompton Group Limited
CRAIG T. KIKUCHI Toronto, Ontario	Chief Financial Officer	Chief Financial Officer, Brompton Funds
CHRISTOPHER CULLEN Toronto, Ontario	Senior Vice-President	Senior Vice-President, Brompton Funds
MOYRA E. MACKAY Toronto, Ontario	Vice-President and Corporate Secretary	Vice-President and Corporate Secretary, Brompton Funds
MICHELLE TIRABORELLI Toronto, Ontario	Vice-President	Vice-President, Brompton Funds
ANN WONG Toronto, Ontario	Vice-President and Controller	Vice-President and Controller, Brompton Funds
BRIAN ZIEDENBERG Toronto, Ontario	Vice-President, Sales and Marketing	Vice-President, Sales and Marketing, Brompton Funds
KATHRYN BANNER Toronto, Ontario	Assistant Vice-President and Assistant Corporate Secretary	Assistant Vice-President and Assistant Corporate Secretary, Brompton Funds

(1) Member of the Audit Committee.

A description of the experience and background of each of the directors and senior officers of the Manager is set out below.

Peter A. Braaten (Director): Mr. Braaten has over 35 years experience in the investment business in Canada and the United Kingdom and co-founded the Brompton Group in 2000. In addition to his position as a director of Brompton Funds, he is Chairman of the Brompton Group. Mr. Braaten was one of the founders of a financial services organization in 1979 and was a partner of the organization 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 and was President and Chief Executive Officer of two public oil & gas companies. 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.

Raymond R. Pether (Director): Mr. Pether has over 30 years experience in the investment business having held numerous high level oil & gas, banking, real estate finance and investment positions. Mr. Pether co-founded the Brompton Group in 2000 and participates in the direction of all activities in the group, and is a director of Brompton Funds. Mr. Pether was Chief Executive Officer of an oil & gas company based in Calgary, Alberta from August 2003 to May 2007 and was President and Chief Executive Officer of a public income trust engaged in the operation of oil & gas midstream assets from June 1998 to April 2001. Mr. Pether was also Chief Operating Officer of two public oil & gas companies, from January 1994 to November 2000. Prior thereto, Mr. Pether held several senior positions with a financial services organization and with a number of major banks. 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.

Mark A. Caranci (President, Chief Executive Officer and Director): Mr. Caranci has over 18 years of experience in the investment business, merchant banking and public accounting and as principal of the Brompton Group, participates in the direction of all activities in the group. Mr. Caranci was appointed as the Chief Financial Officer of the Brompton Group in 2000 and held that position until October 2006 when he became President of Brompton Funds. In April 2007, Mr. Caranci was also appointed Chief Executive Officer and director of Brompton Funds. From 1996 to 2000, Mr. Caranci was Vice-President of a financial services organization. Mr. Caranci has held various senior positions with public companies, including Chief Financial Officer of a public energy services income trust and Vice-President of Finance of several public oil & gas companies. Prior to 1996, Mr. Caranci worked at PricewaterhouseCoopers LLP, 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.

Craig T. Kikuchi (Chief Financial Officer): Mr. Kikuchi has over 14 years of financial experience with public and private companies. Mr. Kikuchi joined the Brompton Group in 2002 as Controller, served as Vice-President and became Chief Financial Officer of Brompton Funds in October 2006. Mr. Kikuchi worked for PricewaterhouseCoopers LLP from September 1996 to January 2002, where he held progressively senior roles, including the role of 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 charterholder and is a member of the Toronto CFA Society. He received a Bachelor of Arts degree in Economics from the University of Western Ontario.

Christopher Cullen (Senior Vice-President): Mr. Cullen has over 12 years of professional experience in banking, securities, and engineering. Mr. Cullen joined the Brompton Group in March of 2006 and is Senior Vice-President of Brompton Funds. Previously Mr. Cullen was a Commercial Banking Manager at Canadian Imperial Bank of Commerce, specializing in providing credit to investment funds and a Research Associate in the Telecom and Cable Services group with UBS Securities (Canada). From 1997 to 1999, Mr. Cullen was a Process Engineer with an international engineering consultant, focusing on the chemical process industries. Mr. Cullen is a CFA charterholder and is a member of the Toronto CFA Society. Mr. Cullen graduated with a Bachelor of Applied Science in Chemical Engineering and Applied Chemistry from the University of Toronto and a Master of Business Administration from the Rotman School of Management, also at the University of Toronto.

Moyra E. MacKay (Vice-President and Corporate Secretary): Ms. MacKay has over 30 years of experience in the investment business having held positions in real estate and resource finance and investment and financial services companies and is a principal of the Brompton Group. Ms. MacKay is Vice-President and Corporate Secretary of Brompton Funds. Prior to joining the Brompton Group in 2000, Ms. MacKay was Vice-President of a Canadian issuer of flow-through investment funds and was Vice-President of three public oil & gas companies and a financial services organization that was 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.

Michelle Tiraborelli (Vice-President): Ms. Tiraborelli has been working in the financial industry since 2006 and joined Brompton Funds in 2010. Prior to joining the Brompton Group, Ms. Tiraborelli was an Investment Advisor with BMO Nesbitt Burns. She has also worked as an Analyst with a Toronto based Corporate Development Consulting firm focused on private company mergers & acquisitions, and business expansion. Ms. Tiraborelli received a Bachelor of Science, Honours degree from Queen's University. She also holds a Master of Business Administration degree from the Hong Kong University of Science and Technology, having studied jointly at the HKUST Business School in Hong Kong and New York University's Stern School of Business.

Ann Wong (Vice-President and Controller): Ms. Wong has over ten years of financial experience with public and private companies and is Vice-President and Controller of Brompton Funds. Prior to joining the Brompton Group, Ms. Wong was a Senior Manager in the Treasury Finance group of Canadian Imperial Bank of Commerce, and also worked for PricewaterhouseCoopers LLP as a manager in the assurance and business advisory services practice. Ms. Wong is a Chartered Accountant, a member of the Ontario Institute of Chartered Accountants and a Certified Public Accountant from the State of Delaware. She is also a CFA charterholder and a member of the

Toronto CFA Society. She received a Bachelor of Arts degree and a Master of Accounting degree from the University of Waterloo.

Brian Ziedenberg (Vice-President, Sales and Marketing): Mr. Ziedenberg has over 12 years of professional experience in financial services. Mr Ziedenberg joined Brompton in January 2011 and is Vice-President of Sales and Marketing for Brompton Funds. Previously Mr. Ziedenberg worked as a Director of Strategic Accounts for AGF Investments, where he managed several institutional relationships through the banking, insurance and investment dealer channel. Prior to AGF Investments, Mr. Ziedenberg worked in a sales and consulting role for Morningstar Research. Mr. Ziedenberg graduated with a Bachelor of Arts from York University and holds a Master of Business Administration from the Odette School of Business from the University of Windsor.

Kathryn Banner (Assistant Vice-President and Assistant Corporate Secretary): Ms. Banner has been involved in the financial industry for over 14 years. Since joining Brompton Group in 2000, Ms. Banner has held progressively senior roles and is currently Assistant Vice-President of Brompton Funds with a focus on regulatory, compliance and corporate services. From 1996 to 2000, Ms. Banner was employed by a financial services company. She has been involved with investment funds, a public energy services income trust and both international and domestic oil and gas companies. She received a Bachelor of Arts degree and a Master of Arts degree from the University of Waterloo.

Independent Review Committee

The Manager has appointed the following members to its IRC, which also acts as the IRC for other investment funds managed by the Manager:

James W. Davie: 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, from 1987 to 1999, head of Equity Capital Markets. Mr. Davie received a Bachelor of Commerce degree from the University of Toronto and a Master of Business Administration degree from Queen’s University.

Arthur R.A. Scace: Mr. Scace is an independent director and former partner of McCarthy Tétrault LLP and has over 35 years of legal and business experience. Mr. Scace began his career at McCarthy Tétrault LLP 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 Law 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, has been appointed as a member of the Order of Canada and has received honorary Doctorates of Law from The Law Society of Upper Canada, York University, the University of Toronto and Trinity College of the University of Toronto. Mr. Scace is former Chairman of the Board of Directors of The Bank of Nova Scotia and a director of several other Canadian companies, and is a former Treasurer of The Law Society of Upper Canada.

Ken S. Woolner: Mr. Woolner has over 20 years of experience in the oil and gas industry and currently serves as a corporate director. From April 2005 to February 2006, Mr. Woolner was Executive Chairman of White Fire Energy Ltd., a public oil and gas company operating in Western Canada and a trustee of Sequoia Oil & Gas Trust. Mr. Woolner was President and Chief Executive Officer of Lightning Energy Ltd. from December 2001 to April 2005, when it merged with Argo Energy Ltd. to create Sequoia Oil & Gas Trust and White Fire Energy Ltd. 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. Mr. Woolner is a professional engineer and received a Bachelor of Science degree in Geological Engineering from the University of Toronto.

The mandate and responsibilities of the IRC are set out in its charter. The IRC is responsible for carrying out those responsibilities required to be undertaken pursuant to NI 81-107, in particular:

(a) reviewing and providing input into the Manager’s policies and procedures regarding conflict of interest matters, including any amendments to such policies and procedures referred to the IRC by the Manager;

(b) approving or disapproving each conflict of interest matter referred by the Manager to the IRC for its approval;

(c) providing its recommendation as to whether the Manager's proposed action on a conflict of interest matter referred by the Manager to the IRC for its recommendation achieves a fair and reasonable result for the Fund;

(d) together with the Manager, providing orientation to new members of the IRC as required by NI 81-107;

(e) conducting regular assessments as required by NI 81-107; and

(f) reporting to the Unitholders, to the Manager and to regulators as required by NI 81-107.

In addition to its responsibilities and functions under NI 81-107, the IRC:

(a) handles complaints and implements corrective action regarding accounting, internal accounting controls and auditing matters for the Manager, as more specifically set out in the whistleblower policy of the Manager;

(b) acts in an advisory capacity to the audit committee of the board of directors of the Manager, as more specifically set out in the IRC's charter; and

(c) may, as more specifically set out in its charter, identify conflict of interest matters.

The IRC will prepare a report, at least annually, of its activities for the Unitholders which will be available on the Manager's website at www.bromptonfunds.com, or at a Unitholder's request at no cost, by contacting the Manager at info@bromptongroup.com.

Remuneration of Directors, Officers and IRC Members

The officers of the Manager will receive their remuneration from the Manager. The directors of the Manager do not receive any director fees. Assuming net proceeds of the Offering of $50 million, compensation for the IRC will be $22,500 per annum, in aggregate. The 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. The fees and other reasonable expenses of members of the IRC, as well as premiums for insurance coverage for such members, are paid by the Fund and other applicable investment funds managed by the Manager on a *pro rata* basis. In addition, the Fund has agreed to indemnify the members of the IRC against certain liabilities.

The Portfolio Manager of the Fund

The Manager will provide portfolio management services for the Fund and SSF Trust and may appoint a sub-advisor in accordance with the terms of the applicable declaration of trust. The Manager, in its capacity as manager of SSF Trust, will have responsibility for the investment advice given or portfolio management services provided by the Sub-Advisor.

The Sub-Advisor

Symphony Asset Management LLC, a wholly owned subsidiary of Nuveen Investments, Inc. founded in 1994, will act as sub-advisor for SSF Trust in connection with the selection, purchase and sale of Senior Loans and other assets of the Portfolio. Backed by an institutional calibre integrated credit platform and supported by a 17-member team of experienced credit investment professionals, Symphony manages approximately US$5.4 billion focused on Senior Loans with approximately US$8.9 billion in assets under management as at June 30, 2011. Symphony's team possesses extensive credit valuation capabilities combined with in-depth capital structure analysis, industry expertise and experience investing across market cycles. Symphony is located in San Francisco, California. Funds sub-advised by Symphony have achieved top three, five and ten-year performance rankings by Lipper as at June 30, 2011 for the Senior Loan asset class.

Founded in 1898, Nuveen provides innovative investment management solutions to high-net-worth, retail and institutional investors, offering a wide range of equity and fixed income investment strategies. As at June 30, 2011, Nuveen and its affiliates had approximately US$210 billion of assets under management and 950 employees, including over 150 investment professionals. As at December 31, 2010, Nuveen was the leading sponsor of U.S.-listed closed-end funds according to Morningstar Fundamental Data as measured by the number of funds (132) and the amount of fund assets under management (approximately US$49 billion). Nuveen is controlled by Madison Dearborn Partners, LLC, a private equity firm.

A description of the experience and background of each of the individuals at the Sub-Advisor that will have primary responsibility for the Portfolio is set out below.

Gunther Stein, Chief Investment Officer and Chief Executive Officer: Mr. Stein, Chief Investment Officer and Chief Executive Officer of Symphony, is responsible for Symphony's fixed-income and equity investments. Mr. Stein joined Symphony in 1999. He has over 25 years of investment and research experience and is actively involved with the management of the firm's fixed income products. Prior to joining Symphony, Mr. Stein spent six years at Wells Fargo where he was most recently a High-Yield Portfolio Manager and previously an Associate in the firm's Loan Syndications & Leveraged Finance Group. Before joining Wells Fargo, Mr. Stein worked for First Interstate Bank as a Eurocurrency deposit trader. He also worked for Standard Chartered Bank in Mexico City and Citibank Investment Bank in London. Mr. Stein received an MBA from the University of Texas at Austin and a BA in economics from the University of California, Berkeley.

Scott Caraher, Co-Portfolio Manager: Mr. Caraher, Co-Portfolio Manager of SSF Trust, is a member of Symphony's fixed-income team and his responsibilities include portfolio management and trading for Symphony's bank loan strategies and credit and equity research for its fixed-income strategies. Prior to joining Symphony in 2002, Mr. Caraher was an Investment Banking Analyst in the industrial group at Deutsche Banc Alex Brown in New York. Mr. Caraher received a BS in finance from Georgetown University.

Jenny Rhee, Co-Portfolio Manager: Ms. Rhee, Co-Portfolio Manager of SSF Trust, is a member of Symphony's fixed-income team and her responsibilities include portfolio management for Symphony's Long-Short Credit Strategy, credit trading, and research. Previously, Ms. Rhee was a Senior Vice President and Portfolio Manager at Basso Capital Management in London where she helped launch their European credit platform. Prior to joining Symphony in 2001, she was a member of the equity research team at Epoch Partners. Previously, she was an Investment Banking Analyst at Credit Suisse First Boston. Ms. Rhee received a BS in business administration from the University of California, Berkeley.

Funds sub-advised by Symphony have achieved top performance rankings by Lipper as at June 30, 2011 for the three, five and ten-year categories for the Senior Loan asset class. Symphony serves as a sub-advisor to the funds listed below which employ substantially the same investment strategy as SSF Trust.

Performance results of the closed-end funds listed below and sub-advised by Symphony in similar investment strategies are provided for additional informational purposes only. These closed-end funds differ in legal structure, size and jurisdiction as compared to the Fund and SSF Trust, which may lead to differing ongoing costs and expenses. While substantially the same, the investment strategy of SSF Trust is not identical to these other closed-end funds sub-advised by Symphony. The closed-end funds listed below and sub-advised by Symphony differ in a number of respects including their size measured by assets, the fees payable by them, their currency hedging strategies and the extent to which they employ leverage. The closed-end funds listed below and sub-advised by Symphony have historically employed a similar range of leverage as is available to SSF Trust. The investment results for the other closed-end funds presented are not intended to predict or suggest the future returns of SSF Trust or the Fund and should not be considered a substitute for SSF Trust and the Fund's own performance information. Past performance is no guarantee of future results.

Symphony-Advised Closed-End Funds – Lipper Performance Rankings

Fund Name	Inception Date	Lipper Performance Ranking[1] 1-Year	3-Year	5-Year	10-Year
Nuveen Senior Income Fund (NYSE: NSL)	Oct-99[2]	6	2	2	1
Nuveen Floating Rate Income Opportunity Fund (NYSE: JRO)	Jul-04	3	1	1	n/a
Nuveen Floating Rate Income Fund (NYSE: JFR)	Mar-04	8	3	3	n/a

Source: Lipper Inc. as at June 30, 2011
(1) Lipper universe consisted of 20 U.S.-listed loan participation closed-end funds as at June 30, 2011.
(2) Symphony was appointed sub-advisor of Nuveen Senior Income Fund on November 1, 2001.
Note: Lipper performance rankings measure the return after all fees and expenses including the effect and cost of leverage of the investment fund with distributions reinvested.

The following table shows the top ten U.S.-listed Senior Loan closed-end funds, as defined by Lipper, based on five-year net asset value performance as at June 30, 2011. The top three funds in the three and five-year categories are Nuveen Floating Rate Income Opportunities Fund, Nuveen Senior Income Fund (which is also the top fund in the ten-year category), and Nuveen Floating Rate Income Fund, all of which are sub-advised by Symphony Asset Management LLC.

Senior Loan Closed-End Fund Comparables Ranked by 5 Year Net Asset Value Returns

Fund Name	Ticker	IPO Date	Net Assets[1] ($ Milions)	1 Year Return NAV (%)	3 Year Return NAV (%)	5 Year Return NAV (%)	10 Year Return NAV (%)
Nuveen Floating Rate Income Opportunity Fund	**JRO**	**Jul-04**	**368**	**15.32**	**7.66**	**5.27**	**n/a**
Nuveen Senior Income Fund	**NSL**	**Oct-99[2]**	**230**	**14.06**	**7.08**	**5.25**	**6.73**
Nuveen Floating Rate Income Fund	**JFR**	**Mar-04**	**588**	**13.93**	**6.44**	**4.58**	**n/a**
Eaton Vance Senior Floating Rate Trust	EFR	Nov-03	523	15.71	6.42	4.17	n/a
Eaton Vance Floating Rate Income Trust	EFT	Jun-04	596	14.02	6.19	4.12	n/a
BlackRock Floating Rate Income Trust	BGT	Aug-04	348	13.05	5.90	3.96	n/a
LMP Corporate Loan Fund	TLI	Nov-98	125	13.25	6.24	3.73	4.56
BlackRock Floating Rate Income Strategies Fund	DVF	Oct-03	281	12.80	5.09	3.52	n/a
Eaton Vance Senior Income Trust	EVF	Oct-98	269	14.82	6.02	3.47	4.74
Pioneer Floating Rate Fund	PHD	Dec-04	511	19.02	3.90	2.33	n/a

Source: Lipper Inc., as at June 30, 2011
(1) As at May 31, 2011.
(2) Symphony was appointed sub-advisor of Nuveen Senior Income Fund on November 1, 2001.

Under its corporate credit platform, Symphony has extensive experience managing portfolios for both large institutional and retail clients. Symphony's approach to managing corporate credit is unique in several ways:

Fully Integrated Platform

Symphony manages Senior Loans, and all corporate credit strategies, off of a single fully-integrated platform consisting of industry specialists who conduct research across the capital structure from senior secured loans through convertible bonds. Symphony believes this gives analysts more information and a better understanding of company-specific dynamics and critical industry value-drivers, particularly for companies that are undergoing some form of restructuring.

Identification and Avoidance of Risk

Symphony believes that outperformance in the Senior Loan asset class is largely a function of controlling downside risk. Like most long-only Senior Loan investment managers, team members are encouraged to identify attractive sectors and companies for investment. Symphony's investment team also places a strong emphasis on explicitly identifying unfavourable companies and sectors, which the team then strives to avoid entirely. This focus on finding attractive investments, combined with the discipline of active identification and avoidance of companies and industries with negative price risk, is an investment approach that Symphony believes adds value over time.

Active Management Approach focused on Large Syndicated Loans

An important part of Symphony's portfolio management and risk management process is an active portfolio management approach generally focused on liquid and actively-traded traded loans. Symphony's approach is to not only conduct a full research underwriting process, but to additionally maintain an acute focus on catalysts (positive and negative) that can enhance or detract from total returns. Symphony believes that this allows the team to exploit inefficiencies and realize excess returns through active trading in the larger and more liquid segment of the loan market.

Details of the Sub-Advisor Agreement

The Sub-Advisor's duties primarily extend to the selection and investment of Senior Loans and other non-investment grade corporate debt instruments for the Portfolio and consulting the Manager regarding leverage for SSF Trust. Under the Sub-Advisor Agreement, the Sub-Advisor is required to act at all times on a basis which is fair and reasonable to SSF Trust and to act honestly and in good faith with a view to the best interests of SSF Trust and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent investment advisor would exercise in comparable circumstances. The Sub-Advisor Agreement provides that the Sub-Advisor shall not be liable in any way for any default, failure or defect in the assets held by SSF Trust or for any loss or diminution in the value of such assets or other loss or damage suffered by any such person or for any errors of judgement, acts or omissions if it has satisfied the duties and standard of care, diligence and skill set forth above. The Sub-Advisor will, however, incur liability in cases of wilful misconduct, bad faith or negligence or breach of its duties or standard of care set forth above.

The Sub-Advisor Agreement will continue in effect unless terminated in accordance with the terms thereof. If the Manager is terminated, the Sub-Advisor Agreement will terminate at such time. The Manager may terminate the Sub-Advisor Agreement if the Sub-Advisor has committed certain events of bankruptcy or insolvency, has lost any registration, licence or other authorization required to perform its services thereunder or is in material breach or default of the provisions thereof and such material breach or default has not been cured within 20 Business Days after notice thereof has been given to the Sub-Advisor by the Manager.

The Sub-Advisor Agreement includes various customary rights of termination, including that the Sub-Advisor may terminate the Sub-Advisor Agreement upon at least 20 Business Days' notice in the event that SSF Trust or the Manager is in material breach or default of the provisions thereof and such material breach or default has not been cured within 20 Business Days' notice of same to the Manager and to SSF Trust, as applicable, or in the event that there is a material change in the investment objectives of SSF Trust. In addition, either the Manager or the Sub-Advisor may terminate the Sub-Advisor Agreement upon at least 90 days' notice to the other party.

Any amendment to the Sub-Advisor Agreement requires the prior written consent of the Manager, which consent shall not be unreasonably withheld or delayed.

The Manager is responsible for the payment of the fees of the Sub-Advisor out of its fees.

Conflicts of Interest

The directors and officers of the Manager may be directors, officers, shareholders or unitholders of one or more issuers in which the Fund or SSF Trust may acquire securities. The Manager and its affiliates may be managers or portfolio managers of one or more issuers in which the Fund or SSF Trust may acquire securities and may be managers or portfolio managers of funds that invest in the same securities as the Fund or SSF Trust. The services of the Manager are not exclusive to the Fund or SSF Trust. The Manager may in the future act as the manager or investment advisor to other funds and companies and may in the future act as the manager or investment advisor to other funds which invest in debt or equity securities and which are considered competitors of the Fund or SSF Trust. The Manager will refer conflict of interest matters to the IRC for review or approval in accordance with the ITC's charter and NI 81-107.

The services of the Sub-Advisor and its officers and directors are not exclusive to SSF Trust or the Manager. The Sub-Advisor or any of its affiliates and associates may, at any time, engage in the promotion, management or investment management of any other entity or portfolio which invests primarily in the same assets as those held by SSF Trust and provide similar services to other investment funds and other clients and engage in other activities. Investment decisions for SSF Trust will be made independently of those made for other clients and independently of investments of the Sub-Advisor. On occasion, however, the Sub-Advisor may identify the same investment for SSF Trust and for one or more of its other clients. If SSF Trust and one or more of the other clients of the Sub-Advisor are engaged in the purchase or sale of the same security, the transactions will be effected on an equitable basis and subject to the provisions of NI 81-107.

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.

Brokerage Arrangements

The Sub-Advisor is responsible for decisions to buy and sell Senior Loans and other securities for SSF Trust, the negotiation of the prices to be paid for principal trades and the allocation of transactions among various dealer firms. Transactions on stock exchanges involve the payment by SSF Trust of brokerage commissions. There generally is no stated commission in the case of securities traded in the over-the-counter market but the price paid by SSF Trust usually includes an undisclosed dealer commission or mark-up. In certain instances, SSF Trust may make purchases of underwritten issues at prices which include underwriting fees.

Portfolio investments may be purchased directly from an underwriter or in the over-the-counter market from the principal dealers in such securities, unless it appears that a better price or execution may be obtained through other means. Portfolio investments will not be purchased from Nuveen or its affiliates or affiliates of the Sub-Advisor except in compliance with applicable law. With respect to interests in floating rate loans, SSF Trust generally will engage in privately negotiated transactions for purchase or sale in which the Sub-Advisor will negotiate on behalf of SSF Trust, although a more developed market may exist for many floating rate loans. SSF Trust may be required to pay fees, or forego a portion of interest and any fees payable to SSF Trust, to the lender selling participations or assignments to SSF Trust. The Sub-Advisor will determine the lenders from whom SSF Trust will purchase assignments and participations by considering their professional ability, level of service, relationship with the borrower, financial condition, credit standards and quality of management.

It is the policy of the Sub-Advisor to seek the best execution under the circumstances of each trade. The Sub-Advisor will evaluate price as the primary consideration, and will consider the financial condition, reputation and responsiveness of the dealer in determining best execution. Given the best execution obtainable, the Sub-Advisor may select dealers which, in addition, furnish research information (primarily credit analyses of issuers and general economic reports) and statistical and other services to the Sub-Advisor. It is not possible to place a dollar value on information and statistical and other services received from dealers. Since it is only supplementary to the Sub-Advisor's own research efforts, the receipt of research information is not expected to reduce significantly the Sub-Advisor's expenses.

The Sub-Advisor has other accounts under management that may invest in the same types of assets and securities with similar or different investment objectives as SSF Trust. SSF Trust or any of the Sub-Advisor's other accounts may not always receive an allocation of a particular investment even though it may be suitable for the particular account, based on various considerations including, for example, available cash flows and lack of sufficient size of the particular investment to allocate among many accounts. However, the Sub-Advisor seeks to allocate fairly over time the investment opportunities amongst all of its accounts.

The Trustee

Equity Financial Trust Company is the 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 address of the Trustee is 200 University Avenue, Suite 400, Toronto, Ontario M5H 4H1.

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 will 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. In addition, the Manager may remove the Trustee in accordance with the Declaration of Trust. The Manager will provide notice of such event upon at least 30 days notice to Unitholders of such termination by way of press release. Any such termination will become effective only on the appointment of a successor trustee by the Manager.

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 Fund will grant the Trustee a lien on the Fund's assets or with a right of set-off against the Fund's assets, in either case to enforce the payment of any amounts payable or reimbursable by the Fund to the Trustee.

The Trustee is entitled to receive fees from the Fund as described under "Fees and Expenses – 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.

The Custodian

CIBC Mellon at its office in Toronto will be appointed as the custodian of the Fund and SSF Trust. The Custodian will be responsible for the safekeeping of all of the investments and other assets of the Fund and SSF Trust delivered to it (but not those assets of the Fund or SSF Trust not directly controlled or held by the Custodian, as the case may be). The Custodian may employ sub-custodians as considered appropriate in the circumstances. Subject to certain exemptions as set out in the Custodian Agreements, 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 controlling any property of the Fund or SSF Trust pledged to a counterparty and not directly held by the Custodian.

Auditor

The auditor of the Fund and SSF Trust is PricewaterhouseCoopers LLP, Chartered Accountants, Licensed Public Accountants, at its office located at Suite 3000, Royal Trust Tower, Toronto-Dominion Centre, 77 King Street West, Toronto, Ontario M5K 1G8.

Transfer Agent and Registrar

Equity Financial Trust Company will act as transfer agent and registrar for the Units and will maintain the securities registers at its office in Toronto, Ontario.

The Promoter

The Manager may be considered a promoter of the Fund for purposes of securities legislation in certain provinces and territories of Canada by reason of its initiative in forming and establishing the Fund and taking the steps necessary for the public distribution of the Units. The Manager will not receive any benefits, directly or indirectly, from the issuance of Units offered hereunder other than amounts paid to the Manager as described under "Fees and Expenses".

CALCULATION OF NET ASSET VALUE

Calculation of Net Asset Value

The Manager will calculate, or will arrange for the calculation of, the Net Asset Value per Unit of each class of Unit as at the close of business on each Valuation Date. At a minimum, the Valuation Date will be each Business Day, and includes any other date on which the Manager elects, in its discretion, to calculate the Net Asset

Value per Unit of each class. The Fund will make the Net Asset Value per Unit of each class available to the financial press for publication on a weekly basis. Such amount will also be available on the Manager's website at www.bromptonfunds.com.

Valuation Policies and Procedures

For reporting purposes other than financial statements, the Net Asset Value of the Fund on a Valuation Date will be equal to (i) the Total Assets of the Fund less (ii) the aggregate value of the liabilities of the Fund. The Net Asset Value per Unit of a class on a Valuation Date will be calculated by dividing the Net Asset Value of the Fund attributable to such class on such Valuation Date by the total number of Units of such class issued and outstanding on such Valuation Date.

Unless otherwise required by law, for the purpose of calculating the Net Asset Value of the Fund or SSF Trust on a Valuation Date, the Total Assets of the Fund or SSF Trust on such Valuation Date will be determined as follows:

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

(b) the value of any Senior Loans, bonds, debentures and other debt obligations will be valued by taking the average of the bid and ask prices quoted by a major dealer or recognized information provider in such securities at consistent times on a Valuation Date. Short-term investments including notes and money market instruments will 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) will 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 ask 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 ask price or bid price will be used), as at the Valuation Date on which the Total Assets are being determined, all as reported by any means in common use;

(d) the value of any security which is traded over-the-counter will be priced at the average of the last bid and ask prices quoted by a major dealer 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 or other asset 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 (or U.S. dollars in the case of the Class U Units) will be converted into Canadian currency (or U.S. currency in the case of the Class U Units) at the rate of exchange available 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 the Forward Agreement and any other forward contract, futures, swaps, options or other derivatives will be the value that would be realized by the Fund if, on the date on which the Total Assets are being determined, the Forward Agreement or any other forward contract were 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 application of the above principles cannot be applied (whether because no price or yield equivalent quotations are available as above provided, or for any other reason) will 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 of a class is calculated in Canadian dollars (or U.S. dollars in the case of the Class U Units) in accordance with the rules and policies of the Canadian securities regulators or in accordance with any exemption therefrom that the Fund may obtain. The Net Asset Value per Unit determined in accordance with the principles set out above may differ from Net Asset Value per Unit determined under Canadian generally accepted accounting principles. Under current Canadian generally accepted accounting principles, the primary differences are that securities traded in an active market are generally valued using the bid prices for securities held long.

For the purposes of calculating the Net Assets per Unit in connection with a redemption of Units on an Annual Redemption Date, the value of the Forward Agreement will be determined on the basis that any bonds, debentures and other debt obligations that are owned by SSF Trust will be valued by taking the bid price on the Valuation Date and any equity securities of SSF Trust will be valued at the weighted average trading price over the last three Business Days of the month in which the Annual Redemption Date occurs. Such Net Assets per Unit will be calculated on a diluted basis, if applicable.

Reporting of Net Asset Value

The Net Asset Value per Unit will be provided to Unitholders on request, at no cost, by calling 1-866-642-6001 and will be made available on the Manager's website at www.bromptonfunds.com. The Fund will also make the Net Asset Value per Unit available to the financial press for publication on a weekly basis.

DESCRIPTION OF THE UNITS

The Units

The beneficial interest in the net assets and net income of the Fund is divided into two equal classes of units, Class A Units and Class U Units. The Fund is authorized to issue an unlimited number of Units of each class. The Class A Units are designed for investors wishing to make their investment in Canadian dollars and the Class U Units are designed for investors wishing to make their investment in U.S. dollars. 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, subject to Unitholders of each class being entitled to distributions or redemptions based on the Net Asset Value of the Units of a particular class. 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 realized capital gains, if any. On the redemption of Units, however, the Fund may in its sole discretion, designate payable to redeeming Unitholders, as part of the redemption price, any capital gains realized by the Fund in the taxation year in which the redemption occurred. 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 securities held by the Fund. SSF Trust has delegated to the Sub-Advisor the responsibility for voting on matters for which SSF Trust receives, in its capacity as a securityholder, proxy materials for a meeting of securityholders of an issuer included in the Portfolio. See "Proxy Voting Disclosure".

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 is a reporting issuer under the *Securities Act* (Ontario) and it is governed by the laws of Ontario by virtue of the provisions of the Declaration of Trust.

Conversion of Class U Units

A holder of Class U Units may convert such Class U Units into Class A Units on a weekly basis and it is expected that liquidity for the Class U Units will be obtained primarily by means of conversion into Class A Units and a sale of such Class A Units. Class U Units may be converted in any week on the first Business Day of such week by delivering a notice and surrendering such Class U Units by 3:00 p.m. (Toronto time) at least five Business Days prior to the applicable Conversion Date. For each Class U Unit so converted, a holder will receive that number of Class A Units equal to the Net Asset Value per Class U Unit as at the close of trading on the Business Day immediately preceding the Conversion Date divided by the Net Asset Value per Class A Unit as at the close of trading on the Business Day immediately preceding the Conversion Date. No fraction of a Class A Unit will be issued upon any conversion of Class U Units. Any remaining fraction of a Class U Unit will be redeemed. Based on CRA's administrative practice, a conversion of Class U Units into whole Class A Units will constitute a disposition of such Class U Units for the purposes of the Tax Act. The redemption of any fraction of a Class U Unit will result in a capital gain (or capital loss) to the redeeming Unitholder. See "Income Tax Considerations – Taxation of Unitholders".

Purchase for Cancellation

The Declaration of Trust provides that the Fund may, in its sole discretion, from time to time, purchase (in the open market or by invitation for tenders) Class A Units for cancellation subject to applicable law and stock exchange requirements, based on the Manager's assessment that such purchases are accretive to Unitholders, in all cases at a price per Class A Unit not exceeding the most recently calculated Net Asset Value per Class A Unit immediately prior to the date of any such purchase of Class A 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 Class A Units are then listed.

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 aggregate 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.

The Declaration of Trust also provides that if, prior to the termination of the Fund, a formal bid (as defined in the *Securities Act* (Ontario)) is made for all of the Class U Units and such bid would constitute a formal bid for all Class A Units if the Class U Units had been converted to Class A Units immediately prior to such bid and the other offer does not include a concurrent identical take-over bid, including in terms of price (relative to the Net Asset Value per Unit of the class), for the Class A Units then the Fund shall provide the holders of Class A Units the right to convert all or a part of their Class A Units into Units of the applicable class and to tender such units to the other offer, as applicable. In the circumstances described above, the Fund shall by press release provide written notice to the holders of the Class A Units that such an offer has been made and of the right of such holders to convert all or a part of their Class A Units into Units of the applicable class and to tender such units to the other offer.

Book-Based System

Registrations of interests in and transfers of Units will be made only through the book-based system administered by CDS.

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. 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 in the 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-based system administered by CDS, in which case certificates for the Units in fully registered form would be issued to beneficial owners of such Units or their nominees.

UNITHOLDER MATTERS

Meetings of Unitholders

A meeting of Unitholders may be convened by the Trustee by a written requisition specifying the purpose of the meeting, and must be convened by the Trustee if requisitioned by Unitholders holding not less than 10% of the then outstanding Units entitled to vote on the matter (whether Class A Units and/or Class U Units) by a written requisition specifying the purpose of the meeting. The Trustee or the Manager may convene a Class A Meeting or a Class U Meeting if the nature of the business to be transacted at that meeting is only relevant to Unitholders of the applicable class.

Notice of all meetings of Unitholders (whether a meeting of all Unitholders, a Class A Meeting or a Class U Meeting) will be given in accordance with applicable law. The quorum for a 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 (whether Class A Units and/or Class U Units). In the event that such quorum is not present within one-half hour after the time called for a meeting, the meeting, if convened upon the request of a Unitholder, will be dissolved, but in any other case, the meeting will stand adjourned to such day no more than 14 days later and to such time and place as may be appointed by the chairman of the meeting (which for greater certainty can be at a later time on the date of the originally scheduled meeting), and if at such adjourned meeting a quorum is not present, the Unitholders present in person or by proxy at such adjourned meeting will be deemed to constitute a quorum.

The Fund 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.

Amendment of Declaration of Trust

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 written consent in lieu of a meeting if there is only one Unitholder.

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

(a) the removal of the Trustee or any of its affiliates as the trustee of the Fund;

(b) any change in the investment objectives, investment strategy or investment restrictions of the Fund, unless such changes are necessary to ensure compliance with applicable laws, regulations or other requirements imposed by applicable regulatory authorities from time to time;

(c) any material change in the Fund Management Agreement, other than a change in the Manager provided that the new manager is an affiliate of the Manager;

(d) any increase in the Management Fee;

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

(f) any issue of Units (other than (i) pursuant to any warrants or rights issued by the Fund to existing Unitholders, or (ii) any distribution reinvestment plan which may be established by the Fund) when the net proceeds per Unit are less than the most recently calculated Net Asset Value per Unit prior to the date of setting the subscription price for such issuance;

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

(h) any merger, arrangement or similar transaction or the sale of all or substantially all of the assets of the Fund other than in the ordinary course of business;

(i) any liquidation, dissolution or termination of the Fund except if it is determined by the Manager, in its sole discretion, to be in the best interests of the Unitholders or otherwise in accordance with the terms of the Declaration of Trust; and

(j) any amendment to the above provisions except as permitted by the Declaration of Trust.

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

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

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

(c) bring the Declaration of Trust into conformity with applicable laws, 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;

(d) maintain the status of the Fund as a "mutual fund trust" or, if applicable, 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;

(e) provide added protection or benefit to Unitholders; or

(f) make such modifications as may be necessary or desirable in connection with the termination of the Forward Agreement prior to the Forward Termination Date.

Reporting to Unitholders

The Fund will make available to Unitholders such financial statements and other continuous disclosure documents as are required by applicable law including unaudited interim and audited annual financial statements, prepared in accordance with Canadian generally accepted accounting principles. The Fund will make available to each Unitholder annually and before March 31 of the following year information necessary to enable such Unitholder to complete an income tax return with respect to the amounts paid or payable by the Fund.

TERMINATION OF THE FUND

The Fund does not have a fixed termination date. Pursuant to the Declaration of Trust, the Fund will terminate on the date specified in an Extraordinary Resolution of Unitholders calling for the termination of the Fund or when terminated by the Manager as described below. In addition to such termination, the Declaration of Trust also provides that:

(a) in the event that the Manager resigns and no new Manager is appointed by the Trustee within 120 days of the Manager giving notice to the Trustee of such resignation, the Fund will automatically terminate on the date which is 60 days following the end of such 120 day period; and

(b) the Manager may, in its discretion, terminate the Fund without the approval of Unitholders if, in its opinion, it would be in the best interests of the Unitholders.

The Manager may, in its discretion, terminate the Fund without the approval of Unitholders if, in its opinion, it would be in the best interests of the Unitholders to do so. The Manager will provide notice of such termination upon at least 30 days notice to the Unitholders of the termination date by way of press release. The Fund will issue a second press release at least 10 Business Days in advance of the termination date. Upon such a termination the Fund will pre-settle the Forward Agreement, liquidate the Canadian Securities Portfolio and distribute to Unitholders their *pro rata* portions of the remaining assets of the Fund after all liabilities of the Fund have been satisfied or appropriately provided for, and which will include cash and, to the extent liquidation of certain assets is not practicable or the Manager considers such liquidation not to be appropriate prior to the termination date, such unliquidated assets *in specie* rather than in cash, subject to compliance with any securities or other laws applicable to such distributions. Following such distribution, the Fund will be dissolved.

The Declaration of Trust provides that, prior to the termination of the Fund, the Manager will dispose of all of its assets and will satisfy or make appropriate provision for all liabilities of the Fund. The Declaration of Trust provides that the Manager may, in its discretion and upon not less than 30 days prior written notice to the Unitholders, postpone any termination date by a period of up to 180 days if the Manager determines that it will be unable to convert all of its assets to cash prior to any termination date and the Manager determines that it would be in the best interests of the Unitholders to do so.

USE OF PROCEEDS

The net proceeds from the issue of the maximum number of Units offered hereby (after payment of the Agents' fee and the expenses of the Offering) are estimated to be approximately $93,940,000, assuming that the Over-Allotment Option is not exercised. If the Over-Allotment Option is exercised in full under the maximum Offering the net proceeds to the Fund are estimated to be approximately $108,152,500 (assuming only Class A Units are sold).

The Fund will use the net proceeds of the Offering (including any net proceeds from the exercise of the Over-Allotment Option) for the pre-payment of its purchase obligations under the Forward Agreement with the Counterparty. Under the Forward Agreement, the Fund will, on or about the Forward Termination Date, acquire the Canadian Securities Portfolio having an aggregate value equal to the redemption proceeds of the outstanding units of SSF Trust. The Fund may also directly hold a small amount of the same securities as are held in the Portfolio.

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, subject to prior sale, on a best efforts basis, if, as and when issued by the Fund in accordance with the conditions contained in the Agency Agreement. The Class A Units will be issued at a price of $10.00 per Class A Unit and the Class U Units will be issued at a price of US$10.00 per Class U Unit. The offering price per Unit was determined by negotiation between the Agents and the Manager on behalf of the Fund. In consideration for their services in connection with the Offering, the Agents will be paid a fee of $0.525 per Class A Unit and US$0.525 per Class U Unit (5.25%) 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.

The Fund has granted to the Agents the Over-Allotment Option, which is exercisable for a period of 30 days from the Closing Date to purchase up to 15% of the aggregate number of Class A Units issued on Closing on the same terms as set forth above. To the extent that the Over-Allotment Option is exercised, the additional Class A Units will be sold at $10.00 per Class A Unit and the Agents will be paid a fee of $0.525 per Class A Unit sold. If the Over-Allotment Option is exercised in full under the maximum Offering, the price to the public, Agents' fee and net proceeds to the Fund are estimated to be $115,000,000, $6,037,500 and $108,962,500, respectively (assuming only Class A Units are sold). This prospectus qualifies the grant of the Over-Allotment Option and the distribution of the Units issuable upon the exercise of the Over-Allotment Option. A purchaser who acquires Units forming part of the Agents' over-allocation position acquires such Units under this prospectus, regardless of whether the Agents' over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases.

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 subscriptions for Units has been obtained. If subscriptions for a minimum of 2,500,000 Units (or $25,000,000) have not been received within 90 days following the date of issuance of a final receipt for this prospectus, the Offering may not continue and subscription proceeds will be returned to subscribers, without interest or deduction, unless an amendment to this prospectus is filed. In the event 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. The maximum number of Units which will be sold is 10,000,000 Units or $100,000,000. 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. 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 November 1, 2011 or such later date as the Fund and the Agents may agree, but in any event not later than 90 days after a final receipt for this prospectus is issued.

The Manager and insiders of the Manager and its parent company intend to purchase an aggregate of 1 million Class A Units under the Offering. These purchasers will not, directly or indirectly, redeem, sell, pledge, or otherwise dispose (or agree to do so) of an aggregate of 300,000 Class A Units for a period of six months from Closing and, in addition, an aggregate of 700,000 Class A Units for a period of 12 months from Closing without the prior written consent of RBC Dominion Securities Inc., such consent not to be unreasonably withheld.

The TSX has conditionally approved the listing of the Class A Units subject to the Fund fulfilling all of the requirements of the TSX on or before November 22, 2011, including distribution to a minimum number of public Unitholders. The Units have not been, nor will they be, registered under the U.S. Securities Act or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. person (as defined in Regulation S under the U.S. Securities Act) except in transactions exempt from the registration requirements of the U.S. Securities Act. The Agents have agreed that they will not offer or sell the Units within the United States or to, or for the account or benefit of, U.S. persons except in transactions that are exempt from the registration requirements of the U.S. Securities Act. In addition, until 40 days after the commencement of the Offering, an offer or sale of the Units within the United States or to, or for the account or benefit of, a U.S. person by a dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such an offer or sale is made otherwise than in accordance with an exemption from registration under the U.S. Securities Act.

On Closing, the Fund will enter into the Forward Agreement with the Counterparty, which will be a Canadian chartered bank affiliate of one of the Agents. In addition, following the Closing, SSF Trust may enter into a leverage facility with one or more lenders which may be affiliates of one or more of the Agents. Accordingly, the Fund may be considered to be a "connected issuer" of such Agents. See "Investment Strategy – Leverage" and "Overview of the Investment Structure – The Forward Agreement".

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 the Offering, over-allot or effect transactions in connection with its over-allotted position. Such transactions, if commenced, may be discontinued at any time.

Although units of SSF Trust are not being offered to the public, the Fund has agreed to obtain a receipt for a prospectus of SSF Trust from each of the Autorité des marchés financiers and the Ontario Securities Commission. The Fund has also agreed to deliver a copy of such prospectus to a purchaser of Units in the Province of Québec prior to the purchase of Units by such person in the Province of Québec.

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

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

The Manager is entitled to receive the Management Fee plus an amount equal to the Service Fee and will be reimbursed by the Fund for all expenses incurred in connection with the operation and administration of the Fund and the Sub-Advisor will be entitled to receive fees from the Manager pursuant to the Sub-Advisor Agreement. See "Organization and Management Details of the Fund" and "Fees and Expenses".

The Manager and insiders of the Manager and its parent company intend to purchase an aggregate of 1 million Class A Units under the Offering. See "Plan of Distribution".

PROXY VOTING DISCLOSURE

The Sub-Advisor is authorized to exercise all rights and privileges incidental to ownership for the Portfolio. SSF Trust will adopt the Sub-Advisor's proxy voting policy, which provides general guidance, in compliance with applicable legislation, for the voting of proxies. Symphony has adopted a Proxy Voting Policy, Guidelines and Procedures to ensure that proxies are voted in the best interest of its clients. In determining how to vote proxies, Symphony follows the Proxy Voting Guidelines of an independent third party, which it has retained to provide proxy voting services, recognizing that conflicts of interest or specific situations may call for a vote that does not follow the third party's Proxy Voting Guidelines. Such conflicts of interest or specific situations are addressed by Symphony's Proxy Voting Committee, which determines how to vote the proxy.

The policies and procedures that SSF Trust follows when voting proxies relating to the Portfolio are available on request, at no cost, by calling 1-866-642-6001 or by writing to the Manager at Suite 2930, Box 793, Bay Wellington Tower, Brookfield Place, 181 Bay Street, Toronto, Ontario M5J 2T3.

SSF Trust's voting record, if any, for the previous year will be available free of charge to any Unitholder of the Fund upon request at any time after August 31 of such year and will be made available on the Manager's website at www.bromptonfunds.com.

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 "Overview of the Legal Structure of the Fund";

(b) the Fund Management Agreement referred to under "Organization and Management Details of the Fund – Details of the Management Agreements";

(c) the Fund Custodian Agreement referred to under "Organization and Management Details of the Fund – The Custodian";

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

(e) the Forward Agreement referred to under "Overview of the Investment Structure - 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 Manager on written request.

EXPERTS

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 McMillan LLP. As at the date hereof, the partners and associates of Stikeman Elliott LLP, as a group, and the partners and associates of

McMillan LLP, as a group, each own less than one percent of the outstanding Units and any other outstanding securities of any associate or affiliate of the Fund.

The auditor of the Fund is PricewaterhouseCoopers LLP, Chartered Accountants, Licensed Public Accountants. PricewaterhouseCoopers LLP has advised that it is independent with respect to the Fund within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

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, revisions of the price or damages if this prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that such remedies for rescission, revisions of the price 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.

In addition, the Trustee has agreed on behalf of the Fund that purchasers in the Province of Québec have the right to withdraw from an agreement to purchase Units which may be exercised within two Business Days after receipt or deemed receipt of a prospectus of SSF Trust.

AUDITOR'S CONSENT

We have read the prospectus of Symphony Floating Rate Senior Loan Fund (the "Fund") dated October 19, 2011 relating to the initial public offering of Class A units and Class U 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 net assets of the Fund as at October 19, 2011. Our report is dated October 19, 2011.

Toronto, Ontario	(*Signed*) PricewaterhouseCoopers LLP
October 19, 2011	Chartered Accountants, Licensed Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Unitholder and the Trustee of Symphony Floating Rate Senior Loan Fund (the Fund)

We have audited the accompanying statement of net assets (the financial statement) of the Fund as at October 19, 2011 and the related notes, which are comprised of a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Fund as at October 19, 2011 in accordance with Canadian generally accepted accounting principles.

Toronto, Ontario
October 19, 2011

(*Signed*) PricewaterhouseCoopers LLP
Chartered Accountants, Licensed Public Accountants

SYMPHONY FLOATING RATE SENIOR LOAN FUND

STATEMENT OF NET ASSETS

As at October 19, 2011

Assets

Cash	$10

Unitholder's Equity

Unitholder's Equity (Note 1)	$10

The accompanying notes are an integral part of this statement of net assets.

Approved on behalf of Symphony Floating Rate Senior Loan Fund
By: Brompton Funds Limited

(Signed) PETER A. BRAATEN
Director

(Signed) RAYMOND R. PETHER
Director

SYMPHONY FLOATING RATE SENIOR LOAN FUND

NOTES TO STATEMENT OF NET ASSETS

As at October 19, 2011

1. ORGANIZATION AND UNITHOLDER'S EQUITY

Symphony Floating Rate Senior Loan Fund (the "**Fund**") is an investment fund established under the laws of the Province of Ontario pursuant to a declaration of trust dated as of January 1, 2011. The beneficiaries of the Fund will be the holders of Class A Units and Class U Units.

The beneficial interest in the net assets and net income of the Fund is divided into two classes of units, Class A Units and Class U Units (collectively, the "**Units**"). The Fund is authorized to issue an unlimited number of transferable, redeemable Units. The Class U Units may be converted into Class A Units on a weekly basis. On January 1, 2011 the Fund was settled and issued an initial Class A Unit for cash consideration of $10 to Brompton Funds Management Limited, the settlor of the Fund. There have not been any activities other than the contribution of capital in the Fund during the period from the date that the Fund was created to the date of the statement of net assets.

The Fund will use the net proceeds of its initial public offering for the pre-payment of its purchase obligations under a forward agreement with a counterparty. On the closing of the offering, such counterparty or one of its affiliates may subscribe for units of SSF Trust, a newly created investment fund established for the purpose of acquiring and holding a portfolio of short duration floating rate corporate debt instruments (the "**Portfolio**"), with an aggregate purchase price of not less than the pre-payment received from the Fund as the pre-payment of its purchase obligations under the forward agreement. SSF Trust will use any subscription proceeds to acquire the Portfolio.

Units may be redeemed annually on the second last Business Day of March, commencing in 2013 (each, an "**Annual Redemption Date**"), subject to certain conditions. A holder of Units (each, a "**Unitholder**") whose Units are redeemed on an Annual Redemption Date will receive a redemption price in an amount equal to 100% of Net Assets per Unit (less any costs associated with the redemption, including brokerage costs, and less any net realized capital gains to the Fund that are distributed to a Unitholder concurrently with the proceeds of disposition on redemption). For the purposes of calculating the net assets of the Fund for an annual redemption, the value of the forward agreement will be determined on the basis that any bonds, debentures and other debt obligations that are owned by SSF Trust will be valued by taking the bid price on the Valuation Date and any equity securities of SSF Trust will be valued at the weighted average trading price over the last three Business Days of the month in which the Annual Redemption Date occurs, calculated on a fully diluted basis, if applicable.

In addition, Units may also be redeemed on the second last Business Day of each month other than an Annual Redemption Date (each, a "**Monthly Redemption Date**"), subject to certain conditions. Unitholders surrendering a Class A Unit for redemption will receive a redemption price equal to the lesser of (i) 94% of the Market Price of a Unit, and (ii) 100% of the Closing Market Price of a Unit on the applicable Monthly Redemption Date less, in each case, any costs associated with the redemption, including brokerage costs, being the "**Monthly Redemption Amount**". For the purposes hereof, the "**Market Price**" in respect of a security on a Monthly Redemption Date means the weighted average trading price on the Toronto Stock Exchange (or such other stock exchange on which such security is listed), for the 10 trading days immediately preceding such Monthly Redemption Date, and the "**Closing Market Price**" in respect of a security on a Monthly Redemption Date means the closing price of such security on the Toronto Stock Exchange on such Monthly Redemption Date (or such other stock exchange on which such security is listed) or, if there was no trade on the relevant Monthly Redemption Date, the average of the last bid and the last ask prices of the security on the Toronto Stock Exchange on such Monthly Redemption Date (or such other stock exchange on which the security is listed).

Unitholders surrendering a Class U Unit for redemption on a Monthly Redemption Date will receive in U.S. dollars an amount equal to the U.S. dollar equivalent of the product of (i) the Monthly Redemption Amount and (ii) a fraction, the numerator of which is the most recently calculated Net Assets per Unit of a

Class U Unit and the denominator of which is the most recently calculated Net Assets per Unit of a Class A Unit. For such purpose, the Fund will utilize the Reference Exchange Rate current at, or as nearly as practicable to, the Monthly Redemption Date in respect of a monthly redemption of Class U Units.

2. MANAGEMENT AND SERVICE FEES

Brompton Funds Limited (the "**Manager**") will receive a management fee (i) from the Fund equal in the aggregate to 1.0% per annum comprised of 0.50% per annum of the net asset value of the Fund, calculated and payable monthly in arrears, plus an amount calculated quarterly equal to the service fee of 0.50% described below, and (ii) from SSF Trust equal to 0.75% of the net asset value of SSF Trust, calculated and payable monthly in arrears, plus, in each case, applicable taxes. The Manager will pay a service fee to dealers based on the number of Class A Units and Class U Units held by the clients of such dealers equal to 0.50% per annum of the net asset value attributable to the Class A Units and Class U Units, plus applicable taxes.

The Fund will pay to the Counterparty an additional purchase amount under the forward agreement, calculated daily and payable monthly in arrears, of 0.45% per annum of the notional amount of the forward agreement (being effectively equal to the net asset value of SSF Trust).

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., Scotia Capital Inc., TD Securities Inc., GMP Securities L.P., HSBC Securities (Canada) Inc., Raymond James Ltd., Canaccord Genuity Corp., Macquarie Private Wealth Inc., Desjardins Securities Inc., Dundee Securities Ltd., Mackie Research Capital Corporation and Manulife Securities Incorporated (collectively, the "**Agents**") dated as of October 19, 2011 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 2,500,000 Class A Units and a maximum of 10,000,000 Class A Units and/or Class U Units at $10 per Class A Unit and US$10 per Class U Unit. In consideration for their services in connection with the offering, the Agents will be paid a fee of $0.525 per Class A Unit and US$0.525 per Class U Unit out of the proceeds of the offering.

(b) As set forth in the initial public offering prospectus dated October 19, 2011, the Fund proposes to issue a minimum of 2,500,000 Class A Units and a maximum of 10,000,000 Class A Units and/or Class U Units at a price of $10 per Class A Unit and US$10 per Class U Unit.

4. SIGNIFICANT ACCOUNTING POLICIES

This financial statement has been prepared in accordance with Canadian generally accepted accounting principles ("**GAAP**"). In applying Canadian GAAP, management may make estimates and assumptions that affect the reported amounts of assets and liabilities. Actual results could differ from those estimates. The following is a summary of significant accounting policies followed by the Fund in the preparation of its financial statement.

Issue Costs: Issue costs incurred in connection with the offering are charged to equity.

Cash and Cash Equivalents: Cash is comprised of cash on deposit with a Canadian financial institution. Cash is stated at fair value.

Valuation of Units for Transaction Purposes: Net asset value per Unit of a class on any day will be obtained by dividing the net asset value of that class on such day by the number of Units of that class then outstanding.

CERTIFICATE OF THE FUND, THE MANAGER AND THE PROMOTER

Dated: October 19, 2011

This prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of all of the provinces and territories of Canada.

BROMPTON FUNDS LIMITED

as Manager and on behalf of

SYMPHONY FLOATING RATE SENIOR LOAN FUND

By: (*Signed*) MARK A. CARANCI
Chief Executive Officer

By: (*Signed*) CRAIG T. KIKUCHI
Chief Financial Officer

On behalf of the Board of Directors
of
BROMPTON FUNDS LIMITED

By:(*Signed*) PETER A. BRAATEN
Director

By: (*Signed*) RAYMOND R. PETHER
Director

BROMPTON FUNDS LIMITED

as Promoter

By: (*Signed*) MARK A. CARANCI
Chief Executive Officer

CERTIFICATE OF THE AGENTS

Dated: October 19, 2011

To the best of our knowledge, information and belief, this prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of all of the provinces and territories of Canada.

RBC DOMINION SECURITIES INC. By: (*Signed*) EDWARD V. JACKSON	CIBC WORLD MARKETS INC. By: (*Signed*) MICHAEL D. SHUH	BMO NESBITT BURNS INC. By: (*Signed*) ROBIN G. TESSIER

SCOTIA CAPITAL INC. By: (*Signed*) FAROOQ N. P. MOOSA	TD SECURITIES INC. By: (*Signed*) CAMERON GOODNOUGH

GMP SECURITIES L.P. By: (*Signed*) NEIL SELFE	HSBC SECURITIES (CANADA) INC. By: (*Signed*) JAY LEWIS	RAYMOND JAMES LTD. By: (*Signed*) J. GRAHAM FELL

CANACCORD GENUITY CORP. By: (*Signed*) RON SEDRAN	MACQUARIE PRIVATE WEALTH INC. By: (*Signed*) JAMES PRICE

DESJARDINS SECURITIES INC. By: (*Signed*) BETH A. SHAW	DUNDEE SECURITIES LTD. By: (*Signed*) AARON UNGER	MACKIE RESEARCH CAPITAL CORPORATION By: (*Signed*) DAVID J. KEATING	MANULIFE SECURITIES INCORPORATED By: (*Signed*) WILLIAM PORTER

SYMPHONY

FLOATING RATE SENIOR LOAN FUND

BROMPTON FUNDS

SYMPHONY