

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

PROSPECTUS



**Evolve Funds**

*Continuous Offering*

April 8, 2019

This prospectus qualifies the distribution of Canadian dollar denominated units (“Units”) of the following exchange traded mutual funds, each of which is established under the laws of the province of Ontario:

**Sphere FTSE Emerging Markets Sustainable Yield Index ETF (“SHZ”)  
Evolve Innovation Index Fund (“EDGE”)  
Evolve Active Core Fixed Income Fund (“FIXD”)  
Evolve Marijuana Fund (“SEED”)  
(each, an “Evolve Fund” and together, the “Evolve Funds”)<sup>1</sup>**

***Sphere FTSE Emerging Markets Sustainable Yield Index ETF***

SHZ seeks to replicate, to the extent reasonably possible and before fees and expenses, the performance of the FTSE Emerging Sustainable Yield 150 10% Capped 100% Hedge CAD Index, or any successor thereto (the “**SHZ Index**”). SHZ invests directly or indirectly in up to 150 equity securities of public issuers from countries within the region classified by FTSE as emerging markets, exhibiting relatively high and sustainable yields, as at the time of reconstitution or balancing.

***Evolve Innovation Index Fund***

EDGE seeks to replicate, to the extent reasonably possible and before fees and expenses, the performance of the Solactive Global Innovation Index, or any successor thereto (the “**EDGE Index**”). EDGE directly or indirectly invests in equity securities of companies located domestically or internationally that are involved in innovative and disruptive trends across a broad range of industries.

***Evolve Active Core Fixed Income Fund***

The investment objective of FIXD is to generate an attractive total investment return through income and long term capital appreciation primarily through investments in debt obligations and other evidences of indebtedness of Canadian, U.S., and international issuers.

***Evolve Marijuana Fund***

The investment objective of SEED is to seek to provide holders of Units with long-term capital appreciation by actively investing in a diversified mix of equity securities of issuers that are involved in the marijuana industry.

See “Investment Objectives” for further information.

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<sup>1</sup> Effective April 3, 2019, Evolve Innovation Index ETF, Evolve Active Core Fixed Income ETF and Evolve Marijuana ETF were renamed Evolve Innovation Index Fund, Evolve Active Core Fixed Income Fund and Evolve Marijuana Fund, respectively.

Evolve Funds Group Inc. (the “**Manager**”), a registered investment fund manager and portfolio manager, will act as promoter, manager, trustee and portfolio manager of the Evolve Funds and is responsible for the administration of the Evolve Funds. The Manager has retained Foyston, Gordon & Payne Inc. as the sub-advisor for FIXD. See “Organization and Management Details of the Evolve Funds – Manager” and “Organization and Management Details of the Evolve Funds – Sub-Advisor for FIXD”.

### **Listing of Units**

The Evolve Funds issue Units on a continuous basis and there is no maximum number of Units that may be issued. The Units of SHZ, EDGE and SEED are currently listed on the Toronto Stock Exchange (“**TSX**”) and the Units of FIXD are currently listed on the Aequitas NEO Exchange Inc. (the “**NEO Exchange**”, together with the TSX, each, a “**Designated Exchange**”), and investors can buy or sell such Units on the applicable Designated Exchange through registered brokers and dealers in the province or territory where the investor resides.

Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or the Evolve Funds in connection with buying or selling of Units on the applicable Designated Exchange. Holders of Units (“**Unitholders**”) may also redeem Units for cash at a redemption price per Unit equal to 95% of the closing price for the Units on the applicable Designated Exchange, on the effective day of redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit (as defined herein) on the effective day of redemption, or exchange a Prescribed Number of Units (as defined herein) (or an integral multiple thereof) for Baskets of Securities (as defined herein) and cash or, in certain circumstances, for cash. See “Exchange and Redemption of Units – Redemption of Units of the Evolve Funds for Cash” and “Exchange and Redemption of Units – Exchange of Units of the Evolve Funds at NAV per Unit for Baskets of Securities and/or Cash” for further information.

The Evolve Funds issue Units directly to the Designated Broker (as defined herein) and Dealers (as defined herein).

### **Eligibility for Investment**

In the opinion of Blake, Cassels & Graydon LLP, provided that an Evolve Fund qualifies as a “mutual fund trust” within the meaning of the Tax Act (as defined herein), or the Units of that Evolve Fund are listed on a “designated stock exchange” (which includes the TSX and NEO Exchange) within the meaning of the Tax Act, the Units of that Evolve Fund, if issued on the date hereof, would be on such date qualified investments under the Tax Act for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered disability savings plan, a deferred profit sharing plan, a registered education savings plan or a tax-free savings account.

### **Additional Considerations**

No designated broker or dealer has been involved in the preparation of this prospectus or has performed any review of the contents of this prospectus and as such, the Designated Broker and Dealers do not perform many of the usual underwriting activities in connection with the distribution by the Evolve Funds of their Units under this prospectus.

For a discussion of the risks associated with an investment in Units of the Evolve Funds, see “Risk Factors”.

Registration of interests in, and transfer of, the Units will be made only through CDS Clearing and Depository Services Inc. Beneficial owners will not have the right to receive physical certificates evidencing their ownership.

### **Documents Incorporated by Reference**

Additional information about each Evolve Fund is or will be available in the most recently filed annual financial statements, any interim financial statements filed after those annual financial statements, the most recently filed annual management report of fund performance (“**MRFP**”), any interim MRFP filed after the annual MRFP for each Evolve Fund and the most recently filed ETF Facts (as defined herein) for each Evolve Fund. These documents are incorporated by reference into, and legally form an integral part of, this prospectus. See “Documents Incorporated by Reference” for further details.

**SEED is exposed to companies that are involved in the legal recreational marijuana market in Canada. Canada has regulated the use of medical marijuana since 2001. Commercial activity relating to marijuana production was permitted in 2014 under the Marihuana for Medical Purposes Regulations and in 2016 under the subsequent Access to Cannabis for Medical Purposes Regulations. The Cannabis Act came into force on October 17, 2018 and now governs both the medical and adult use marijuana regimes in Canada. SEED will**

**not be directly engaged in the manufacture, importation, possession, use, sale or distribution of marijuana in Canada.**

**The Manager, on behalf of SEED, has provided an undertaking to the TSX which provides that as long as SEED is listed on the TSX, the Manager will not knowingly invest in issuers involved in the marijuana industry where such activities are illegal, including under U.S. Federal Law. Accordingly, SEED will limit its investments to entities that are not engaged in any U.S. marijuana-related activities (as such term is defined in CSA Staff Notice 51-352 (Revised) – *Issuers with U.S. Marijuana-Related Activities*).**

## TABLE OF CONTENTS

<b>GLOSSARY</b> .....	<b>i</b>
<b>PROSPECTUS SUMMARY</b> .....	<b>v</b>
<b>OVERVIEW OF THE LEGAL STRUCTURE OF THE EVOLVE FUNDS</b> .....	<b>1</b>
<b>INVESTMENT OBJECTIVES</b> .....	<b>1</b>
<b>THE INDEXES</b> .....	<b>2</b>
Change in an Index .....	3
Termination of an Index .....	3
Use of the Indexes .....	3
<b>INVESTMENT STRATEGIES</b> .....	<b>3</b>
General Investment Strategies of the Evolve Funds .....	4
<i>Investment in other Investment Funds</i> .....	5
<i>Currency Hedging</i> .....	5
<i>Use of Derivatives</i> .....	5
<i>Securities Lending</i> .....	5
<i>Cash Management</i> .....	5
<i>Rebalancing Events (for SHZ and EDGE)</i> .....	6
<i>Actions Affecting Constituent Issuers (for SHZ and EDGE)</i> .....	6
<b>OVERVIEW OF THE SECTORS THAT THE EVOLVE FUNDS INVEST IN</b> .....	<b>6</b>
<b>INVESTMENT RESTRICTIONS</b> .....	<b>6</b>
Tax Related Investment Restrictions .....	7
<b>FEES AND EXPENSES</b> .....	<b>7</b>
Fees and Expenses Payable by the Evolve Funds .....	7
Fees and Expenses Payable Directly by the Unitholders .....	8
<b>RISK FACTORS</b> .....	<b>8</b>
General Risks Relating to an Investment in the Evolve Funds .....	8
Additional Risks Relating to an Investment in each Evolve Fund .....	13
Risk Ratings of the Evolve Funds .....	20
<b>DISTRIBUTION POLICY</b> .....	<b>21</b>
Distribution Reinvestment Plan .....	22
<b>PURCHASES OF UNITS</b> .....	<b>22</b>
Continuous Distribution .....	22
Designated Broker .....	23
<b>EXCHANGE AND REDEMPTION OF UNITS</b> .....	<b>24</b>
Exchange of Units of an Evolve Fund at NAV per Unit for Baskets of Securities and/or Cash .....	24
Redemption of Units of an Evolve Fund for Cash .....	24
Suspension of Exchanges and Redemptions .....	25
Other Charges .....	25
Allocations of Capital Gains to Redeeming or Exchanging Unitholders .....	25
Book-Entry Only System .....	25
Short-Term Trading .....	26
<b>PRIOR SALES</b> .....	<b>26</b>
Trading Price and Volume .....	26
<b>INCOME TAX CONSIDERATIONS</b> .....	<b>27</b>
Status of the Evolve Funds .....	28
Taxation of the Evolve Funds .....	29

Taxation of Holders.....	31
Taxation of Registered Plans.....	32
Tax Implications of the Evolve Funds' Distribution Policy.....	33
<b>ORGANIZATION AND MANAGEMENT DETAILS OF THE EVOLVE FUNDS .....</b>	<b>33</b>
Manager.....	33
Officers and Directors of the Manager.....	34
Sub-Advisor for FIXD.....	36
Brokerage Arrangements.....	37
Conflicts of Interest.....	38
Independent Review Committee .....	39
Trustee.....	39
Custodian.....	40
Auditors.....	40
Registrar and Transfer Agent .....	40
Fund Administrator .....	40
Lending Agent.....	40
Promoter.....	40
<b>CALCULATION OF NET ASSET VALUE .....</b>	<b>41</b>
Valuation Policies and Procedures of the Evolve Funds .....	41
Reporting of Net Asset Value.....	42
<b>ATTRIBUTES OF THE SECURITIES .....</b>	<b>43</b>
Description of the Securities Distributed.....	43
<b>UNITHOLDER MATTERS .....</b>	<b>44</b>
Meetings of Unitholders.....	44
Matters Requiring Unitholder Approval.....	44
Amendments to the Declaration of Trust.....	44
Permitted Mergers .....	44
Accounting and Reporting to Unitholders.....	45
International Information Reporting.....	45
<b>TERMINATION OF THE EVOLVE FUNDS.....</b>	<b>45</b>
<b>PLAN OF DISTRIBUTION .....</b>	<b>46</b>
Non-Resident Unitholders.....	46
<b>RELATIONSHIP BETWEEN THE EVOLVE FUNDS AND THE DEALERS .....</b>	<b>46</b>
<b>PRINCIPAL HOLDERS OF UNITS.....</b>	<b>47</b>
<b>PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD.....</b>	<b>47</b>
Proxy Voting Policies for Foyston, Gordon & Payne Inc. ....	47
<b>MATERIAL CONTRACTS .....</b>	<b>47</b>
<b>LEGAL AND ADMINISTRATIVE PROCEEDINGS.....</b>	<b>47</b>
<b>EXPERTS.....</b>	<b>47</b>
<b>EXEMPTIONS AND APPROVALS .....</b>	<b>48</b>
<b>OTHER MATERIAL FACTS.....</b>	<b>48</b>
Index Provider Disclaimers .....	48
<b>PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION .....</b>	<b>49</b>
<b>DOCUMENTS INCORPORATED BY REFERENCE.....</b>	<b>49</b>
<b>CERTIFICATE OF THE EVOLVE FUNDS (OTHER THAN SPHERE FTSE EMERGING MARKETS SUSTAINABLE YIELD INDEX ETF), THE MANAGER AND PROMOTER .....</b>	<b>C-1</b>

**CERTIFICATE OF SPHERE FTSE EMERGING MARKETS SUSTAINABLE YIELD INDEX  
ETF AND THE MANAGER ..... C-2**

## GLOSSARY

*Unless otherwise indicated, the references to dollar amounts in this prospectus are to Canadian dollars and all references to times in this prospectus are to Toronto time.*

*ADRs* – means American Depositary Receipts.

*allowable capital loss* – has the meaning ascribed thereto under “Income Tax Considerations – Taxation of Holders”.

*Basket of Securities* – means, in relation to a particular Evolve Fund, (i) a group of some or all of the Constituent Securities held, to the extent reasonably possible, in approximately the same proportion as they are reflected in the applicable Index; (ii) a group of some or all of the Constituent Securities and other securities selected by the Manager from time to time that collectively reflect the aggregate investment characteristics of, or a representative sample of, the applicable Index; or (iii) a group of securities and/or assets determined by the Manager or the Sub-Advisor from time to time representing the constituents of the portfolio of the Evolve Fund.

*Canadian Securities Legislation* – means the securities legislation in force in each province and territory of Canada, all regulations, rules, orders and policies made thereunder and all multilateral and national instruments adopted by the Securities Regulatory Authorities, as the same may be amended, restated or replaced from time to time.

*Capital Gains Refund* – has the meaning ascribed thereto under “Income Tax Considerations – Taxation of the Evolve Funds”.

*CDS* – means CDS Clearing and Depository Services Inc.

*CDS Participant* – means a registered dealer or other financial institution that is a participant in CDS and that holds Units on behalf of beneficial owners of Units.

*Constituent Securities* – means, in relation to a particular Index, the specific class or series of securities of the Constituent Issuers included in that Index.

*Constituent Issuers* – means, in relation to a particular Index, the issuers that are included from time to time in that Index as selected by the Index Provider.

*Counterparty* – has the meaning ascribed thereto under “Risk Factors – Securities Lending Risks”.

*CRA* – means the Canada Revenue Agency.

*CRS Legislation* – has the meaning ascribed thereto under “Unitholder Matters – International Information Reporting”.

*Custodian* – means CIBC Mellon Trust Company or its successor, in its capacity as custodian of the Evolve Funds pursuant to the Custodian Agreement.

*Custodian Agreement* – means the master custodian agreement between the Manager, in its capacity as manager of the Evolve Funds, and the Custodian, as may be further supplemented, amended, and/or amended and restated from time to time.

*DBRS* – means the DBRS group of companies.

*Dealer* – means a registered dealer (that may or may not be the Designated Broker) that has entered into a continuous distribution dealer agreement with the Manager, on behalf of an Evolve Fund, and that subscribes for and purchases Units from that Evolve Fund.

*Declaration of Trust* – means the amended and restated master declaration of trust dated April 3, 2019, governing the Evolve Funds, as the same may be amended, restated or replaced from time to time.

*Derivatives* – means instruments that derive their value from the market price, value or level of an underlying security, commodity, economic indicator, index or financial instrument and which may include, options, futures contracts, forward contracts, swaps or debt-like securities.

*Designated Broker* – means a registered dealer that has entered into a designated broker agreement with the Manager, on behalf of an Evolve Fund, pursuant to which the Designated Broker agrees to perform certain duties in relation to that Evolve Fund.

*Designated Exchange* – means the TSX and the NEO Exchange, as applicable.

*DFA Rules* – has the meaning ascribed thereto under “Risk Factors – Taxation of the Evolve Funds”.

*Distribution Record Date* – means, in relation to a particular Evolve Fund, a date determined by the Manager as a record date for the determination of the Unitholders entitled to receive a distribution.

*DPSP* – means a deferred profit sharing plan within the meaning of the Tax Act.

*EFG* – means Evolve Funds Group Inc., the promoter, manager, trustee and portfolio manager of the Evolve Funds.

*ETF Facts* – means ETF Facts prescribed by Canadian Securities Legislation in respect of an exchange traded fund, which summarizes certain features of the exchange traded fund and which is publicly available at [www.sedar.com](http://www.sedar.com) and provided or made available to registered dealers for delivery to purchasers of securities of an exchange traded fund.

*Evolve Funds* – means collectively, the funds listed on the cover page of this prospectus, each an investment trust established under the laws of Ontario pursuant to the Declaration of Trust.

*FGP Sub-Advisory Agreement* – has the meaning ascribed to such term under the heading “Organization and Management Details of the Evolve Funds – Sub-Advisor for FIXD”.

*Fund Administrator* – means CIBC Mellon Global Securities Services Company or its successor, in its capacity as fund administrator of the Evolve Funds pursuant to the Custodian Agreement.

*GDRs* – means Global Depositary Receipts.

*GST/HST* – means taxes exigible under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.

*Holder* – has the meaning ascribed thereto under “Income Tax Considerations”.

*Index* – means, in relation to an index-tracking Evolve Fund, a benchmark or index, provided by the relevant Index Provider, that is used by an Evolve Fund in relation to the Evolve Fund’s investment objective and includes, as required, a replacement or alternative benchmark or index that applies substantially similar criteria to those currently used by the relevant Index Provider for the benchmark or index and/or a successor index that is generally comprised of, or would be generally comprised of, the same Constituent Securities as the benchmark or index.

*Index Funds* – means index-tracking Evolve Funds.

*Index License Agreement* – means, in relation to an index-tracking Evolve Fund, the agreements pursuant to which the Manager licenses or sublicenses the relevant Indexes for use by the applicable Evolve Fund.

*Index Provider* – means, in relation to an index-tracking Evolve Fund, the provider of the Index in respect of which the Manager has entered into licensing arrangements pursuant to an Index License Agreement to use the relevant Index and certain trademarks in connection with the operation of the applicable Evolve Fund.

*Interested Parties* – has the meaning ascribed thereto under “Organization and Management Details of the Evolve Funds – Conflicts of Interest”.

*IRC or Independent Review Committee* – means the independent review committee of the Evolve Funds established under NI 81-107.

*Lending Agent* – means, in relation to the Evolve Funds other than SEED, The Bank of New York Mellon, in its capacity as lending agent pursuant to a Securities Lending Agreement and means, in relation to SEED, Canadian Imperial Bank of Commerce, in its capacity as lending agent pursuant to a Securities Lending Agreement.

*Manager* – has the meaning ascribed thereto on the cover page.

*Management Fee* – has the meaning ascribed thereto under “Fees and Expenses – Fees and Expenses Payable by the Evolve Funds – Management Fees”.

*Management Fee Distributions* – has the meaning ascribed thereto under “Fees and Expenses – Fees and Expenses Payable by the Evolve Funds – Management Fees”.

*Minimum Distribution Requirements* – has the meaning ascribed thereto under “Income Tax Considerations – Status of the Evolve Funds”.

*Moody’s* – means Moody’s Investor Services, Inc.

*MRFP* – has the meaning ascribed thereto on the cover page.



*NAV and NAV per Unit* – means, in relation to a particular Evolve Fund, the net asset value of the Evolve Fund and the net asset value per Unit, calculated by the Fund Administrator as described under “Calculation of NAV”.

*NEO Exchange* – means the Aequitas NEO Exchange Inc.

*NI 81-102* – means National Instrument 81-102 – *Investment Funds*, as the same may be amended, restated or replaced from time to time.

*NI 81-106* – means National Instrument 81-106 – *Investment Fund Continuous Disclosure*, as the same may be amended, restated or replaced from time to time.

*NI 81-107* – means National Instrument 81-107 – *Independent Review Committee for Investment Funds*, as the same may be amended, restated or replaced from time to time.

*Non-Portfolio Income* – has the meaning ascribed thereto under “Income Tax Considerations – Taxation of the Evolve Funds”.

*Permitted Mergers* – has the meaning ascribed thereto under “Unitholder Matters – Permitted Mergers”.

*Plans* – has the meaning ascribed thereto under “Income Tax Considerations – Status of the Evolve Funds”.

*PNU or Prescribed Number of Units* – means, in relation to a particular Evolve Fund, the number of Units determined by the Manager from time to time for the purpose of subscription orders, exchanges, redemptions or for other purposes.

*RDSP* – means a registered disability savings plan within the meaning of the Tax Act.

*Reference Asset* – has the meaning ascribed thereto under “Investment Strategies – Investment in other Investment Funds”.

*Registrar and Transfer Agent* – means TSX Trust Company or its successor, in its capacity as transfer agent of the Evolve Funds.

*REIT* – means a real estate investment trust.

*RESP* – means a registered education savings plan within the meaning of the Tax Act.

*RRIF* – means a registered retirement income fund within the meaning of the Tax Act.

*RRSP* – means a registered retirement savings plan within the meaning of the Tax Act.

*Securities Lending Agreement* – has the meaning ascribed thereto under “Organization and Management Details of the Evolve Funds – Lending Agents”.

*Securities Regulatory Authorities* – means the securities commission or similar regulatory authority in each province and territory of Canada that is responsible for administering the Canadian Securities Legislation in force in such province or territory.

*SIFT Rules* – has the meaning ascribed thereto under “Risk Factors – Taxation of the Evolve Funds”.

*Standard & Poor’s* – means Standard & Poor’s Rating Services.

*Substituted Property* – has the meaning ascribed thereto under “Income Tax Considerations – Taxation of the Evolve Funds”.

*Sub-Advisor* – means Foyston, Gordon & Payne Inc., in its capacity as sub-advisor of FIXD pursuant to the FGP Sub-Advisory Agreement, and its successor, as applicable.

*taxable capital gain* – has the meaning ascribed thereto under “Income Tax Considerations – Taxation of Holders”.

*Tax Act* – means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

*Tax Amendment* – means a proposed amendment to the Tax Act publicly announced by the Minister of Finance (Canada) prior to the date hereof.

*Tax Treaties* – has the meaning ascribed thereto under “Risk Factors – Taxation of the Evolve Funds”.

*TFSA* – means a tax-free savings account within the meaning of the Tax Act.

*Trading Day* – means, for each Evolve Fund, unless otherwise agreed by the Manager, a day on which: (i) a regular session of the applicable Designated Exchange is held, (ii) the primary market or exchange for the majority of securities held by the Evolve Fund is open for trading, and (iii) if applicable, the Index Provider calculates and publishes data relating to the Index of the Evolve Fund.

*Trustee* – means EFG, in its capacity as trustee of the Evolve Funds pursuant to the Declaration of Trust, or its successor.

*TSX* – means the Toronto Stock Exchange.

*Unit* – means, in relation to a particular Evolve Fund, a redeemable, transferable unit of the Evolve Fund, which represents an equal, undivided interest in the net assets of the Evolve Fund.

*Unitholder* – means a holder of Units of an Evolve Fund.

*Valuation Date* – means each Trading Day or any other day designated by the Manager on which the NAV and NAV per Unit of an Evolve Fund is calculated.

*Valuation Time* – means, in relation to an Evolve Fund, 4:00 p.m. (Toronto time) on a Valuation Date or such other time that the Manager deems appropriate on each Valuation Date.

## PROSPECTUS SUMMARY

*The following is a summary of the principal features of this distribution and should be read together with the more detailed information, financial data and financial statements contained elsewhere in this prospectus or incorporated by reference in this prospectus.*

**Issuers:** Sphere FTSE Emerging Markets Sustainable Yield Index ETF (“**SHZ**”)  
 Evolve Innovation Index Fund (“**EDGE**”)  
 Evolve Active Core Fixed Income Fund (“**FIXD**”)  
 Evolve Marijuana Fund (“**SEED**”)  
 (each, an “**Evolve Fund**” and together, the “**Evolve Funds**”)

Each Evolve Fund is an exchange traded mutual fund established under the laws of the Province of Ontario. Evolve Funds Group Inc. (“**EFG**”) is the promoter, manager, trustee and portfolio manager of the Evolve Funds and is responsible for the administration of the Evolve Funds.

In its capacity as Manager and portfolio manager of FIXD, EFG has retained Foyston, Gordon & Payne Inc. as sub-advisor to FIXD.

**Continuous Distribution:** Each Evolve Fund issues units (the “**Units**”) on a continuous basis and there is no maximum number of Units that may be issued. Units of the Evolve Funds are denominated in Canadian dollars.

The Units of SHZ, EDGE and SEED are currently listed on the Toronto Stock Exchange (“**TSX**”) and the Units of FIXD are currently listed on the Aequitas NEO Exchange Inc. (the “**NEO Exchange**”, together with the TSX, each, a “**Designated Exchange**”), and investors can buy or sell such Units on the applicable Designated Exchange through registered brokers and dealers in the province or territory where the investor resides.

Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or the Evolve Funds in connection with the buying or selling of Units on the applicable Designated Exchange, as applicable. Investors may trade Units in the same way as other securities listed on the applicable Designated Exchange, including by using market orders and limit orders.

See “Purchases of Units – Continuous Distribution”.

**Investment Objectives:**

Evolve Fund	Investment Objectives
SHZ	SHZ seeks to replicate, to the extent reasonably possible and before fees and expenses, the performance of the FTSE Emerging Sustainable Yield 150 10% Capped 100% Hedge CAD Index, or any successor thereto (the “ <b>SHZ Index</b> ”). SHZ invests directly or indirectly in up to 150 equity securities of public issuers from countries within the region classified by FTSE as emerging markets, exhibiting relatively high and sustainable yields, as at the time of reconstitution or balancing.
EDGE	EDGE seeks to replicate, to the extent reasonably possible and before fees and expenses, the performance of the Solactive Global Innovation Index, or any successor thereto (the “ <b>EDGE Index</b> ”). EDGE directly or indirectly invests in equity securities of companies located domestically or internationally that are involved in innovative and disruptive trends across a broad range of industries.
FIXD	The investment objective of FIXD is to generate an attractive total investment return through income and long term capital appreciation primarily through investments in debt obligations

and other evidences of indebtedness of Canadian, U.S., and international issuers.

SEED The investment objective of SEED is to seek to provide holders of Units with long-term capital appreciation by actively investing in a diversified mix of equity securities of issuers that are involved in the marijuana industry.

See “Investment Objectives”.

**Specific Investment Strategies:**

SHZ In order to achieve its investment objective and to obtain direct or indirect exposure to the Constituent Securities of the SHZ Index, SHZ may hold the Constituent Securities of the SHZ Index in approximately the same proportion as they are reflected in the SHZ Index or may hold securities of one or more exchange traded funds that replicate the performance of the SHZ Index, or a subset of the SHZ Index.

EDGE In order to achieve its investment objective and to obtain direct or indirect exposure to the Constituent Securities of the EDGE Index, EDGE may hold the Constituent Securities of the EDGE Index in approximately the same proportion as they are reflected in the EDGE Index or may hold securities of one or more exchange traded funds that replicate the performance of the DGE Index, or a subset of the EDGE Index.

FIXD To achieve FIXD’s investment objective, FIXD will invest primarily in domestic and international investment grade fixed income securities. FIXD’s portfolio may also include, at the discretion of the Sub-Advisor, international fixed income securities, emerging market debt, preferred shares, convertible bonds and non-investment grade bonds. At the time of purchase, the Sub-Advisor will seek to achieve an average quality rating on all debt securities included in the portfolio of investment grade quality as rated by FTSE TMX, the same credit rating scale as the benchmark, FTSE TMX Canada Universe Bond Index. Any security that is not rated by a rating agency at the time of purchase or after inclusion in the portfolio will be assessed by a portfolio manager or analyst of the Sub-Advisor and a rating will be applied.

The Sub-Advisor seeks to diversify the portfolio by investing in securities of governments and public issuers in a variety of sectors. Government bonds will be used primarily for purposes of adjusting duration.

The Manager has appointed Foyston, Gordon & Payne Inc. as sub-advisor for FIXD. Any decisions relating to Derivatives or currency hedging of the Units, if any, shall remain the responsibility of the Manager. Foyston, Gordon & Payne Inc. has approximately C\$12.1 billion in assets under management as at January 31, 2019, including \$2.4 billion in fixed income.

SEED SEED will actively invest in equity securities of companies listed domestically and globally, and other companies, with business activities in the recreational and/or medical marijuana industry. Generally, these securities, which could include ADRs, are publicly listed in domestic and/or international markets and are issued by issuers with business activities in the marijuana industry or that are engaged in research and development and other ancillary businesses to the marijuana industry. SEED may engage in short selling in compliance with NI 81-102 in an attempt to manage volatility or enhance the performance of SEED in declining or volatile markets.

**General  
Investment  
Strategies:**

*Investment in other Investment Funds*

In accordance with applicable Canadian Securities Legislation, as part of its investment strategy and as an alternative to or in conjunction with investing in and holding securities directly, an index-tracking Evolve Fund may invest in one or more other investment funds or exchange traded funds listed on a stock exchange in Canada or the United States that provides exposure to the performance of the relevant Index, or a subset of such Index (a “**Reference ETF**”). An index-tracking Evolve Fund may invest in one or more other investment funds or exchange traded funds listed on a stock exchange in Canada or the United States. In such case, there shall be no management fees or incentive fees that are payable by an Evolve Fund that, to a reasonable person, would duplicate a fee payable by the underlying investment fund or exchange traded fund for the same service.

*Currency Hedging*

The Units are denominated in Canadian dollars.

The Manager will seek to hedge all or substantially all of the exposure that the portfolios of EDGE and SHZ may have to foreign currencies back to the Canadian dollar.

FIXD may use Derivatives to seek to hedge all or only a portion of its foreign currency exposure, if any, back to the Canadian dollar.

SEED will not hedge any foreign currency exposure back to the Canadian dollar.

Hedging currency exposure to reduce the impact of fluctuations in exchange rates is intended to reduce the direct exposure to foreign currency risk for Unitholders. Currency forward agreements, if any, will be entered into in compliance with NI 81-102 with financial institutions that have a “designated rating” as defined in NI 81-102.

*Use of Derivatives*

An Evolve Fund may use Derivatives from time to time for hedging or investment purposes. Any use of Derivatives by an Evolve Fund must be in compliance with NI 81-102 and other applicable derivatives legislation and must be consistent with the investment objective and investment strategies of that Evolve Fund.

*Securities Lending*

An Evolve Fund may enter into securities lending, repurchase and reverse repurchase transactions in compliance with NI 81-102 in order to earn additional income for the Evolve Fund.

See “Investment Strategies”.

**Special  
Considerations for  
Purchasers:**

The provisions of the so-called “early warning” requirements set out in Canadian Securities Legislation do not apply in connection with the acquisition of Units. In addition, the Evolve Funds have obtained exemptive relief from the Securities Regulatory Authorities to permit Unitholders to acquire more than 20% of the Units through purchases on the applicable Designated Exchange, without regard to the takeover bid requirements of applicable Canadian Securities Legislation.

See “Attributes of the Securities – Description of the Securities Distributed”.

**TSX Undertaking  
for SEED:**

The Manager, on behalf of SEED, has provided an undertaking to the TSX which provides that as long as SEED is listed on the TSX, the Manager will not knowingly invest in issuers involved in the marijuana industry where such activities are illegal, including under U.S. federal law.

**Risk Factors:**

There are certain general risk factors inherent in an investment in the Evolve Funds, including:

- (a) the general risks of investments;
- (b) the risks associated with investing in particular asset classes;

- (c) the risks associated with the issuers in which an Evolve Fund invests;
- (d) the risks associated with reliance on key personnel;
- (e) the risk that Units may trade at a premium or a discount to the NAV per Unit;
- (f) the risks associated with fluctuations in the NAV and NAV per Unit of an Evolve Fund;
- (g) the risks associated with the cease trading of securities held by an Evolve Fund;
- (h) the risks associated with the fact that an Evolve Fund may have investment objectives that are less diversified than the overall market;
- (i) the risks associated with currency fluctuations;
- (j) the risks associated with the use of Derivatives;
- (k) the risks associated with securities lending;
- (l) the risks associated with changes in legislation, including tax legislation;
- (m) risks relating to the taxation of an Evolve Fund;
- (n) the risks associated with the Evolve Funds' limited operating history;
- (o) the risks associated with the potential cease trading of Units;
- (p) the risks associated with investing primarily in a specific region or country; and
- (q) the risks associated with interest rate fluctuations.

See "Risk Factors – General Risks Relating to an Investment in the Evolve Funds".

In addition to the general risk factors, the following additional risk factors are inherent in an investment in one or more of the Evolve Funds as indicated in the table below:

<b>Fund Specific Risks</b>	SHZ	EDGE	FIXD	SEED
Credit Rating Related Risk			✓	
Currency Hedging Risk	✓	✓	✓	
Depository Receipts Investment Risk		✓		
Emerging Markets Risk	✓		✓	
Exchange Rate Risk	✓		✓	✓
Exchange Traded Funds Risk			✓	✓
Extension Risk			✓	
Foreign Markets Risk		✓		
General Risks of Debt Instruments			✓	
General Risks of Equity Investments	✓	✓		✓
General Risks of Foreign Investments	✓	✓		✓
General Risks of Preferred Shares			✓	
Illiquid Securities Risk		✓	✓	✓
Index Calculation and Index Termination Risks	✓	✓		
Index Investment and Passive Investment Strategies Risks	✓	✓		
Index Replication and Tracking Error Risks	✓	✓		
Large-Capitalization Issuer Risk		✓		
Marijuana Sector Risk				✓
Private Issuer Risk				✓
Rebalancing and Subscriptions Risk	✓	✓		

Sampling Methodology Risk	✓	✓		
Sector Risk		✓		
Short Selling Risk				✓
Small and Micro Capitalization Issuer Risk		✓		✓
Small Company Risk		✓		
Small Exchange Risk				✓
Specialization Risk		✓		
Underlying Funds Risk		✓	✓	✓

See “Risk Factors”.

**Income Tax Considerations:**

A Unitholder who is resident in Canada will generally be required to include, in computing income for a taxation year, the amount of income (including any net realized taxable capital gains) that is paid or becomes payable to the Unitholder by an Evolve Fund in that year (including such income that is paid in Units of the Evolve Fund or reinvested in additional Units of the Evolve Fund).

A Unitholder who disposes of a Unit of an Evolve Fund that is held as capital property, including on a redemption or otherwise, will generally realize a capital gain (or capital loss) to the extent that the proceeds of disposition (other than any amount payable by the Evolve Fund to the Unitholder which represents capital gains allocated and designated to the redeeming Unitholder), net of costs of disposition, exceed (or are less than) the adjusted cost base of that Unit.

Each investor should satisfy himself or herself as to the federal and provincial tax consequences of an investment in Units by obtaining advice from his or her tax advisor.

See “Income Tax Considerations”.

**Exchange and Redemption:**

In addition to the ability to sell Units on the applicable Designated Exchange, Unitholders may also (i) redeem Units for cash at a redemption price per Unit equal to 95% of the closing price for the Units on the applicable Designated Exchange, on the effective day of redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit on the effective day of redemption, less any applicable administrative fee determined by the Manager, in its sole discretion, from time to time, or (ii) exchange a PNU (or an integral multiple thereof) for Baskets of Securities and cash or, in certain circumstances, for cash.

See “Exchange and Redemption of Units – Redemption of Units of an Evolve Fund for Cash” and “Exchange and Redemption of Units – Exchange of Units of an Evolve Fund at NAV per Unit for Baskets of Securities and/or Cash” for further information.

**Distributions:**

Cash distributions of income, if any, on Units will be payable periodically as set out in the table below by each of the Evolve Funds:

<b>Evolve Fund</b>	<b>Frequency of Distributions, if any</b>
<b>Sphere FTSE Emerging Markets Sustainable Yield Index ETF</b>	Quarterly
<b>Evolve Innovation Index Fund</b>	Quarterly
<b>Evolve Active Core Fixed Income Fund</b>	-

<b>Evolve Marijuana Fund</b>	Monthly
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The Evolve Funds will not have a fixed distribution amount. FIXD will not have a fixed distribution frequency. The amount and frequency of distributions, if any, will be based on the Manager's assessment of anticipated cash flow and anticipated expenses of the Evolve Funds from time to time. The date of any cash distribution of each Evolve Fund will be announced in advance by issuance of a press release. The Manager may, in its complete discretion, change the frequency of these distributions and any such change will be announced by issuance of a press release.

Depending on the underlying investments of an Evolve Fund, distributions on Units may consist of ordinary income, including foreign source income, sourced from foreign dividends, distributions or interest received by the Evolve Fund and dividends from taxable Canadian corporations but may also include net realized capital gains, in any case, less the expenses of the Evolve Fund and may include returns of capital. To the extent that the expenses of an Evolve Fund exceed the income generated by such Evolve Fund in any applicable distribution period, it is not expected that a distribution for that period will be paid.

In addition, an Evolve Fund may from time to time pay additional distributions on its Units, including without restriction in connection with returns of capital.

The tax treatment to Unitholders of distributions is discussed under the heading "Income Tax Considerations".

See "Distribution Policy".

**Distribution  
Reinvestment Plan:**

The Evolve Funds may provide Unitholders with the opportunity to reinvest cash distributions in additional Units through participation in a distribution reinvestment plan.

See "Distribution Policy – Distribution Reinvestment Plan".

**Termination:**

The Evolve Funds do not have a fixed termination date but may be terminated at the discretion of the Manager in accordance with the terms of the Declaration of Trust. See "Termination of the Evolve Funds".

**Eligibility for  
Investment:**

Provided that an Evolve Fund qualifies as a "mutual fund trust" within the meaning of the Tax Act, or the Units of that Evolve Fund are listed on a "designated stock exchange" (which includes the TSX and NEO Exchange) within the meaning of the Tax Act, the Units of that Evolve Fund, if issued on the date hereof, would be on such date qualified investments under the Tax Act for a trust governed by an RRSP, a RRIF, an RDSP, a DPSP, an RESP or a TFSA.

See "Income Tax Considerations – Taxation of Registered Plans".

**Documents  
Incorporated by  
Reference:**

Additional information about each Evolve Fund is or will be available in the most recently filed annual financial statements, any interim financial statements filed after those annual financial statements, the most recently filed annual management report of fund performance ("MRFP"), any interim MRFP filed after the annual MRFP for each Evolve Fund and the most recently filed ETF Facts for each Evolve Fund. These documents are incorporated by reference into, and legally form an integral part of, this prospectus. These documents are publicly available on the Manager's website at [www.evolvefunds.com](http://www.evolvefunds.com) and may be obtained upon request, at no cost, by calling (416)-214-4884 or toll-free at 1-844-370-4884, by sending an email request to [info@evolvefunds.com](mailto:info@evolvefunds.com) or by contacting a registered dealer. These documents and other information about the Evolve Funds are also publicly available at [www.sedar.com](http://www.sedar.com).

See "Documents Incorporated by Reference".



***Organization and Management of the Evolve Funds***

**Manager, Trustee and Portfolio Manager:** In its capacity as manager, EFG is responsible for the administration and operations of the Evolve Funds. In its capacity as trustee, EFG will hold title to the assets of each Evolve Fund in trust for the Unitholders. In its capacity as portfolio manager, EFG will be responsible for the oversight and provision of investment advisory services to the Evolve Fund.

The principal office of the Evolve Funds and EFG is located at 161 Bay Street, Suite 2700, Toronto, ON M5J 2S1.

See “Organization and Management Details of the Evolve Funds – Manager” and “Organization and Management Details of the Evolve Funds – Trustee”.

**Sub-Advisor for FIXD:** The Manager has retained Foyston, Gordon & Payne Inc. to provide sub-advisory services to FIXD. Any decisions relating to Derivatives or currency hedging of the Units of FIXD, if any, shall remain the responsibility of the Manager.

See “Organization and Management Details of the Evolve Funds – Sub-Advisor for FIXD”.

**Promoter:** EFG has taken the initiative of founding and organizing the Evolve Funds (other than SHZ) and is, accordingly, the promoter of the Evolve Funds (other than SHZ) within the meaning of securities legislation of certain provinces and territories of Canada.

See “Organization and Management Details of the Evolve Funds – Promoter”.

**Custodian:** CIBC Mellon Trust Company, at its principal office in Toronto, Ontario, is the Custodian of the assets of the Evolve Funds and holds those assets in safekeeping. The Custodian is entitled to receive fees from the Manager as described under “Fees and Expenses” and to be reimbursed for all expenses and liabilities that are properly incurred by the Custodian in connection with the activities of the Evolve Funds.

See “Organization and Management Details of the Evolve Funds – Custodian”.

**Fund Administrator:** CIBC Mellon Global Securities Services Company, at its principal office in Toronto, Ontario, is the Fund Administrator. The Fund Administrator is responsible for certain aspects of the day-to-day administration of the Evolve Funds, including NAV calculations, calculating net income and net realized capital gains of the Evolve Funds and maintaining books and records with respect to the Evolve Funds.

See “Organization and Management Details of the Evolve Funds – Fund Administrator”.

**Registrar and Transfer Agent:** TSX Trust Company, at its principal office in Toronto, Ontario, is the registrar and transfer agent for the Units and maintains the register of registered Unitholders. The register of the Evolve Funds is kept in Toronto, Ontario.

See “Organization and Management Details of the Evolve Funds – Registrar and Transfer Agent”.

**Lending Agents:** The Bank of New York Mellon, at its principal office in Toronto, Ontario, may act as the securities lending agent for SHZ, EDGE and FIXD pursuant to a securities lending authorization agreement.

Canadian Imperial Bank of Commerce, at its principal office in Toronto, Ontario, may act as the securities lending agent for SEED pursuant to a securities lending authorization agreement.

See “Organization and Management Details of the Evolve Funds – Lending Agents”.

**Auditors:**

Ernst & Young LLP, at its principal office in Toronto, Ontario, are the auditors of the Evolve Funds. The auditors will audit each Evolve Fund's annual financial statements and provide an opinion as to whether they present fairly the Evolve Fund's financial position, financial performance and cash flows in accordance with International Financial Reporting Standards. The auditors are independent with respect to the Evolve Funds within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

See "Organization and Management Details of the Evolve Funds – Auditors".

**Summary of Fees and Expenses**

The following table lists the fees and expenses that an investor may have to pay if the investor invests in the Evolve Funds. An investor may have to pay some of these fees and expenses directly. The Evolve Funds may have to pay some of these fees and expenses, which will therefore reduce the value of an investment in the Evolve Funds. See "Fees and Expenses".

**Fees and Expenses Payable by the Evolve Funds****Type of Fee****Amount and Description****Management Fee:**

Each Evolve Fund pays an annual management fee (the "**Management Fee**") to the Manager for acting as trustee, manager and portfolio manager of the Evolve Fund equal to a percentage of the NAV of the Evolve Fund, calculated daily and payable monthly in arrears, plus applicable taxes, as follows:

<b>Evolve Fund</b>	<b>Management Fee</b>
SHZ	0.54% of NAV
EDGE	0.40% of NAV
FIXD	0.45% of NAV
SEED	0.75% of NAV

The Manager may, at its discretion, agree to charge a reduced Management Fee for some Unitholders as compared to the Management Fee that the Manager would otherwise be entitled to receive from an Evolve Fund, provided that the difference between the fee otherwise chargeable and the reduced fee is distributed periodically by the Evolve Fund to the applicable Unitholders as a management fee distribution (the "**Management Fee Distributions**"). Any reduction will depend on a number of factors, including the amount invested, the NAV of the Evolve Fund and the expected amount of account activity. Management Fee Distributions will be paid first out of net income of the Evolve Fund, then out of capital gains of the Evolve Fund and thereafter out of capital. See "Fees and Expenses".

**Certain Operating Expenses:**

Other than Fund Costs (as defined below), in consideration for the payment by the Evolve Funds of a fixed administration fee (the "**Administration Fee**") to the Manager, and subject to compliance with NI 81-102, the Manager pays for the following operating expenses of the Evolve Funds ("**Operating Expenses**"), including but not limited to: mailing and printing expenses for periodic reports to Unitholders; fees payable to the relevant Index Provider (if applicable), Registrar and Transfer Agent and Custodian; any reasonable out of pocket expenses incurred by the Manager or its agents in connection with their ongoing obligations to the Evolve Funds; IRC committee member fees and expenses in connection with the IRC; expenses related to compliance with NI 81-107; fees and expenses relating to voting of proxies by a third party; insurance coverage for the members of the IRC; fees payable to the auditors and legal advisors of the Evolve Funds; regulatory filing, stock exchange and licensing fees (if applicable) and CDS fees; banking costs and interest with respect to any borrowing (if applicable); website maintenance costs; costs and expenses of complying with all applicable laws, regulations

and policies, including expenses and costs incurred in connection with the continuous public filing requirements such as permitted prospectus preparation and filing expenses; and legal, accounting and audit fees and fees and expenses of the Trustee, Custodian and Manager which are incurred in respect of matters not in the normal course of the Evolve Funds' activities. The Administration Fee paid to the Manager by an Evolve Fund may, in any particular period, be less than or exceed the Operating Expenses that the Manager incurs. The Manager is not obligated to pay any other expense, cost or fee, including those arising from new government or regulatory requirements relating to the foregoing expenses, costs and fees.

The Administration Fee is equal to a specified percentage of the NAV of an Evolve Fund, calculated and paid in the same manner as the Management Fee for the Evolve Fund. The rate of the annual Administration Fee for each Evolve Fund is set out below.

<b>Evolve Fund</b>	<b>Administration Fee</b>
SHZ	0.25% of NAV
EDGE	0.15% of NAV
FIXD	0.15% of NAV
SEED	0.25% of NAV

**Fund Costs:**

The fund costs (“**Fund Costs**”) which are payable by the Evolve Funds include any taxes payable by the Evolve Funds to which the Evolve Funds may be subject, including income taxes, sales taxes (including GST/HST) and/or withholding taxes; expenditures incurred upon termination of the Evolve Funds; extraordinary expenses that the Evolve Funds may incur and all amounts paid on account of any indebtedness (if applicable); any expenses of insurance and costs of all suits or legal proceedings in connection with the Evolve Funds or the assets of the Evolve Funds or to protect the Unitholders, the Trustee, the Manager, the Sub-Advisor and the directors, officers, employees or agents of any of them; any expenses of indemnification of the Trustee, the Unitholders, the Manager, the Sub-Advisor and the directors, officers, employees or agents of any of them to the extent permitted under the Declaration of Trust; and expenses relating to the preparation, printing and mailing of information to Unitholders in connection with meetings of Unitholders. The Evolve Funds are also responsible for all commissions and other costs of portfolio transactions and any extraordinary expenses of the Evolve Funds which may be incurred from time to time.

**Investments in Other Investment Funds:**

In the event that an Evolve Fund invests in one or more other investment funds listed on a stock exchange in Canada or the United States, there shall be no management fees or incentive fees that are payable by the Evolve Fund that, to a reasonable person, would duplicate a fee payable by the underlying investment fund for the same service.

*Fees and Expenses Payable Directly by Unitholders*

<b>Type of Fee</b>	<b>Amount and Description</b>
<b>Other Charges:</b>	An amount of up to 1.0% of the issue, exchange or redemption price of Units, or such other amount as may be agreed to between the Manager and the Designated Broker or a Dealer, of an Evolve Fund may be charged to offset certain transaction costs associated with an issue, exchange or redemption of Units. This charge does not apply to Unitholders who buy and sell their Units through the facilities of the applicable Designated Exchange.

See “Fees and Expenses – Fees and Expenses Payable Directly by the Unitholders – Other Charges” and “Exchange and Redemption of Units – Other Charges”.

## OVERVIEW OF THE LEGAL STRUCTURE OF THE EVOLVE FUNDS

The Evolve Funds are exchange traded mutual funds established under the laws of the Province of Ontario, pursuant to the terms of the Declaration of Trust. Each Evolve Fund is a mutual fund under Canadian Securities Legislation.

EFG, a registered investment fund manager and portfolio manager, is the trustee, manager and portfolio manager of the Evolve Funds, is the promoter of the Evolve Funds (other than SHZ), and in its capacity as manager, will be responsible for the administration of the Evolve Funds. The principal office of the Evolve Funds and EFG is located at 161 Bay Street, Suite 2700, Toronto, ON M5J 2S1.

The Manager has retained Foyston, Gordon & Payne Inc. (the “**Sub-Advisor**”) to provide sub-advisory services to FIXD. In its capacity as portfolio manager, EFG is responsible for the oversight and provision of investment advisory services to FIXD by the Sub-Advisor.

The Units of SHZ, EDGE and SEED are currently listed on the Toronto Stock Exchange (“**TSX**”) and the Units of FIXD are currently listed on the Aequitas NEO Exchange Inc. (the “**NEO Exchange**”, together with the TSX, each, a “**Designated Exchange**”), and investors can buy or sell such Units on the applicable Designated Exchange through registered brokers and dealers in the province or territory where the investor resides.

On January 15, 2018, the Manager assumed the management responsibilities for SHZ from Sphere Investment Management Inc., as approved by Unitholders of SHZ at a special meeting held on December 11, 2017.

Effective April 3, 2019, Evolve Innovation Index ETF, Evolve Active Core Fixed Income ETF and Evolve Marijuana ETF were renamed Evolve Innovation Index Fund, Evolve Active Core Fixed Income Fund and Evolve Marijuana Fund, respectively.

The following chart sets out the full legal name as well as the ticker symbol for the Evolve Fund:

Evolve Fund	Ticker Symbol
Sphere FTSE Emerging Markets Sustainable Yield Index ETF	TSX: SHZ
Evolve Innovation Index Fund	TSX: EDGE
Evolve Active Core Fixed Income Fund	NEO: FIXD
Evolve Marijuana Fund	TSX: SEED

## INVESTMENT OBJECTIVES

The investment objective of each Evolve Fund is described below.

### *Sphere FTSE Emerging Markets Sustainable Yield Index ETF*

SHZ seeks to replicate, to the extent reasonably possible and before fees and expenses, the performance of the FTSE Emerging Sustainable Yield 150 10% Capped 100% Hedge CAD Index, or any successor thereto (the “**SHZ Index**”). SHZ invests directly or indirectly in up to 150 equity securities of public issuers from countries within the region classified by FTSE as emerging markets, exhibiting relatively high and sustainable yields, as at the time of reconstitution or balancing.

### *Evolve Innovation Index Fund*

EDGE seeks to replicate, to the extent reasonably possible and before fees and expenses, the performance of the Solactive Global Innovation Index, or any successor thereto (the “**EDGE Index**”). EDGE directly or indirectly invests in equity securities of companies located domestically or internationally that are involved in innovative and disruptive trends across a broad range of industries.

### *Evolve Active Core Fixed Income Fund*

The investment objective of FIXD is to generate an attractive total investment return through income and long term capital appreciation primarily through investments in debt obligations and other evidences of indebtedness of Canadian, U.S., and international issuers.

### *Evolve Marijuana Fund*

The investment objective of SEED is to seek to provide holders of Units with long-term capital appreciation by actively investing in a diversified mix of equity securities of issuers that are involved in the marijuana industry.

The investment objectives of each Evolve Fund may not be changed except with the approval of its Unitholders. See “Unitholder Matters” for additional descriptions of the process for calling a meeting of Unitholders and the requirements of Unitholder approval.

## **THE INDEXES**

### *SHZ Index*

The SHZ Index has been designed to reflect the performance of up to 150 equity securities of public issuers from countries within the region classified by FTSE as emerging markets, exhibiting relatively high and sustainable yields. The SHZ Index follows the screening criteria applied to the FTSE Global Sustainable Yield Index Series, which was designed to measure the performance of an index consisting of securities exhibiting relatively high and sustainable yields. Constituent issuers are capped at 10% on a semi-annual basis to avoid over-concentration. The SHZ Index is reviewed and rebalanced semi-annually in March and September of each year.

The FTSE Global Sustainable Yield Index Series has been designed to measure the performance of an index consisting of securities exhibiting relatively high and sustainable yields. The index series was developed to address the inclusion of stocks in some high yield indices without reference to the likelihood that a dividend will be paid. The FTSE Global Sustainable Yield Index Series excludes extreme yielding stocks. FTSE International Limited also examines the financial and operating strength of prospective constituents with specific emphasis on companies with strong balance sheets and the ability to generate cash flow. Other screening criteria include the payout ratio and incidence of historic or forecast dividend cuts as, historically, such stocks are susceptible to falling dividends and consequently yield disappointment. Index constituents are categorized in accordance with the Industry Classification Benchmark, the global standard for industry sector analysis.

A public issuer will be allocated to a country or region based on guidelines established by the Index Provider. A public issuer that is incorporated and listed in the same country or region will generally be allocated to that country or region. Additional information regarding the SHZ Index, including the guidelines described above is available at [www.ftse.com](http://www.ftse.com).

### *EDGE Index*

The EDGE Index measures the performance of equity securities, including ADRs and GDRs, of issuers that are located in developed markets, Taiwan or South Korea, and that have been assigned a classification according to one of the following categories: Robotics and Automation, Future Cars, Cyber Security, Big Data and Cloud Computing, Genomics and Social Media.

It is intended that each category will be equally weighted in the portfolio, and that with respect to the categories other than Future Cars and Cyber Security, each category will include 10 Constituent Issuers and such Constituent Issuers will be equally weighted within their respective category. In the event any of these categories result in less than 10 Constituent Issuers based on the criteria for inclusion, then that category’s allocation in the portfolio may be reduced accordingly. The constituents in the categories of Future Cars and Cyber Security will be based on the Solactive Future Cars Index Canadian Dollar Hedged and Solactive Global Cyber Security Index Canadian Dollar Hedged, respectively. As at each rebalancing, the constituents in the composition of the EDGE Index will be based on certain criteria, including the following: (i) Constituent Issuers must be classified under an industry group, industry or sub-industry of the FactSet Revere Business Industry Classification System, (ii) Constituent Issuers must have a minimum market capitalization of at least \$100 million, or in the case of Future Cars, a minimum market capitalization of at least CAD\$500 million, and (iii) and a minimum average daily value traded of at least \$2 million based on the

preceding one or six months, or in the case of Cyber Security and Future Cars, \$2 million based on the preceding 3 months or \$5 million based on the preceding 3 months, respectively.

The composition of the EDGE Index is reviewed semi-annually and rebalanced on a quarterly basis. The EDGE Index is published in Canadian dollars. The Solactive Global Innovation Index is an index of Solactive AG and is calculated and distributed by Solactive AG. Additional information regarding the EDGE Index is available at [www.Solactive.com](http://www.Solactive.com).

### **Change in an Index**

The Manager may, subject to any required Unitholder approval, change the Index tracked by an Evolve Fund, as applicable, to another widely-recognized index in order to provide investors with substantially the same exposure to the asset class to that which the applicable Evolve Fund is currently exposed. If the Manager changes an Index, or any index replacing such Index, the Manager will issue a press release identifying the new Index, describing its constituent securities and specifying the reasons for the change in the Index.

### **Termination of an Index**

If an Index Provider ceases to calculate an Index or the Index License Agreement in respect of an Index is terminated, the Manager may: (i) terminate the applicable Evolve Fund on not less than 60 days' notice to Unitholders; (ii) change the investment objective of the applicable Evolve Fund or seek to replicate an alternative index (subject to any Unitholder approval in accordance with Canadian Securities Legislation); or (iii) make such other arrangements as the Manager considers appropriate and in the best interests of Unitholders of the Evolve Fund in the circumstances.

### **Use of the Indexes**

The Manager and the applicable Evolve Funds are permitted to use the Indexes pursuant to the applicable Index License Agreement described under "Material Contracts". The Manager and the Evolve Funds do not accept responsibility for, or guarantee the accuracy and/or completeness of, the Indexes or any data included in the Indexes.

## **INVESTMENT STRATEGIES**

### *Sphere FTSE Emerging Markets Sustainable Yield Index ETF and Evolve Innovation Index Fund ("Index Funds")*

In order to achieve its investment objective and to obtain direct or indirect exposure to the Constituent Securities of the applicable Index, the Index Funds may hold the Constituent Securities in approximately the same proportion as they are reflected in the applicable Index or may hold securities of one or more exchange traded funds that replicate the performance of the applicable Index, or a subset of the applicable Index.

The Index Funds may, in certain circumstances and at the discretion of the Manager, employ a "sampling" strategy. Under a sampling strategy, the Index Funds may not hold all of the Constituent Securities that are included in the applicable Index, but instead will hold a portfolio of securities, which may include ADRs, selected by the Manager that closely matches or provides exposure to the aggregate investment characteristics (e.g., market capitalization, industry sector, weightings, credit quality, yield and term to maturity) of the securities included in the Index. It is expected that the Manager may use this sampling methodology where it is difficult to acquire the necessary Constituent Securities of the applicable Index, where it may be more efficient from a trading perspective, where the asset levels of the Index Funds do not allow for the holding of all of the Constituent Securities or where it is otherwise beneficial for the Index Funds to do so.

### *Evolve Active Core Fixed Income Fund*

The investment strategy of FIXD is to invest in and hold a portfolio of securities selected by the Sub-Advisor in order to achieve its investment objectives.

To achieve FIXD's investment objective, FIXD will invest primarily in domestic and international investment grade fixed income securities. FIXD's portfolio may also include, at the discretion of the Sub-Advisor, international fixed income securities, emerging market debt, preferred shares, convertible bonds and non-investment grade bonds. At the time of purchase, the Sub-Advisor will seek to achieve an average quality rating on all debt securities included in the portfolio of investment grade quality as rated by FTSE TMX, the same credit rating scale as the benchmark, FTSE TMX Canada Universe Bond Index. Any security that is not rated by a rating agency at the time of purchase or after inclusion in the portfolio will be assessed by a portfolio manager or analyst of the Sub-Advisor and a rating will be applied.

The Sub-Advisor seeks to diversify the portfolio by investing in securities of governments and public issuers in a variety of sectors. Government bonds will be used primarily for purposes of adjusting duration.

The Sub-Advisor uses fundamental credit research to select issuers that, based on the Sub-Advisor's view of the issuer's industry and growth prospects, are believed to offer attractive risk adjusted returns. In order to select securities for FIXD, the Sub-Advisor will rely on its in-depth fundamental credit research, view of long term trends, analysis of each issuer's competitive position, review of the return relative to the issuer's risk and general market conditions.

The Manager has appointed Foyston, Gordon & Payne Inc. as sub-advisor for FIXD. Any decisions relating to Derivatives or currency hedging of the Units, if any, shall remain the responsibility of the Manager. Foyston, Gordon & Payne Inc. has approximately C\$12.1 billion in assets under management as at January 31, 2019, including \$2.4 billion in fixed income.

#### *Evolve Marijuana Fund*

The investment strategy of SEED is to invest in and hold a portfolio of securities selected by the Manager in order to achieve its investment objective. The Manager may, at its expense, form an advisory committee to assist it in gathering industry input and making portfolio decisions on behalf of SEED. Upon formation of any such committee, the Manager will issue a press release announcing the initial members of such committee.

SEED may invest in equity securities of companies listed domestically and globally, and other companies, with business activities in the recreational and/or medical marijuana industry. Generally, these securities, which could include ADRs, are publicly listed in domestic and/or international markets and are issued by issuers with business activities in the marijuana industry or that are engaged in research and development and other ancillary businesses to the marijuana industry.

The initial portfolio selected by the Manager will be determined based on proprietary research and analysis conducted by it. The Manager employs an investment process that combines quantitative techniques, fundamental analysis and risk management. The Manager uses a variety of publicly available resources for such analysis, including shareholder reports of issuers, public disclosure on the websites of applicable health regulators or the Bloomberg Terminal, and various other data services in constructing its portfolio.

The portfolio is initially expected to consist primarily of Canadian issuers. However, as the marijuana industry continues to develop in Canada and internationally, and the recreational and/or medical marijuana markets continue to mature in those markets, the Manager may allocate a greater portion of SEED's portfolio to equity securities of international issuers.

In compliance with the requirements of NI 81-102, the Manager may also invest up to 10% of SEED's NAV in equity securities of unlisted issuers, as determined at the time of investment.

SEED may engage in short selling in compliance with NI 81-102 in an attempt to manage volatility or enhance the performance of SEED in declining or volatile markets. Short selling is an investment strategy whereby SEED sells a security that it does not own on the basis that the Manager believes that the security is overvalued and that its market value will decline. The resulting trade creates a "short position" which will create a profit for SEED if the market value of the security does, in fact, decline. A successful short strategy will allow SEED to subsequently purchase the security (and thereby repay its "short position") at a price that is lower than the price SEED received for selling the securities, thereby creating a profit for SEED.

In periods of little or negative corporate earnings growth and/or extreme market valuations, and in other circumstances when it appears likely that the market price of a particular security will decrease, short selling provides an opportunity for SEED to control volatility and possibly enhance performance. The Manager is of the view that SEED can benefit from the implementation and execution of a controlled and limited short selling strategy. This strategy would operate as a complement to the SEED's primary strategy of purchasing securities with the expectation that they will appreciate in market value. Risks associated with short selling are managed by adhering to certain stringent controls.

#### **General Investment Strategies of the Evolve Funds**

Generally, each Evolve Fund will invest in its own portfolio comprised of various securities and instruments which may include, but are not limited to, equity and equity related securities, debt securities, futures contracts, senior secured loans and exchange traded funds. Equity related securities may include, but are not limited to, ADRs, GDRs, convertible debt, income trust units, single issuer equity options, preferred shares and warrants. If market conditions

require, in order to preserve capital, an Evolve Fund may seek to invest a substantial portion of its assets in cash and cash equivalents.

#### *Investment in other Investment Funds*

In accordance with applicable Canadian Securities Legislation, as part of its investment strategy and as an alternative to or in conjunction with investing in and holding securities directly, SHZ or EDGE may invest in one or more other investment funds or exchange traded funds listed on a stock exchange in Canada or the United States that provides exposure to the performance of the relevant Index, or a subset of such Index (a “**Reference ETF**”). FIXD and SEED may invest in one or more other investment funds or exchange traded funds listed on a stock exchange in Canada or the United States. In such case, there shall be no management fees or incentive fees that are payable by an Evolve Fund that, to a reasonable person, would duplicate a fee payable by the underlying investment fund or exchange traded fund for the same service. An Evolve Fund’s allocation to investments in other investment funds or exchange traded funds, if any, will vary from time to time depending on the relative size and liquidity of the investment fund or exchange traded fund, and the ability of the Manager or Sub-Advisor to identify appropriate investment funds or exchange traded funds that are consistent with the Evolve Fund’s investment objectives and strategies. Securities Regulatory Authorities may allow certain exchange traded funds, such as the Evolve Funds, to exceed the normal investment concentration limits if required to allow such exchange traded funds to track the relevant Index. In accordance with the regulatory requirements, the applicable Evolve Funds may track the relevant Index in this manner.

#### *Currency Hedging*

The Units are denominated in Canadian dollars.

The Manager will seek to hedge all or substantially all of the exposure that the portfolios of EDGE and SHZ may have to foreign currencies back to the Canadian dollar.

FIXD may use Derivatives to seek to hedge all or only a portion of its foreign currency exposure, if any, back to the Canadian dollar.

SEED will not hedge any foreign currency exposure back to the Canadian dollar.

Hedging currency exposure to reduce the impact of fluctuations in exchange rates is intended to reduce the direct exposure to foreign currency risk for Unitholders. Currency forward agreements, if any, will be entered into in compliance with NI 81-102 with financial institutions that have a “designated rating” as defined in NI 81-102. Currency forward agreements, if any, will be entered into in compliance with NI 81-102 with financial institutions that have a “designated rating” as defined in NI 81-102. The currency hedging mandate of an Evolve Fund applicable to the Units shall not be changed by the Manager without first obtaining approval of Unitholders of the applicable Evolve Fund.

#### *Use of Derivatives*

An Evolve Fund may use Derivatives from time to time for hedging or investment purposes. Any use of Derivatives by an Evolve Fund must be in compliance with NI 81-102 and other applicable derivatives legislation and must be consistent with the investment objective and investment strategies of that Evolve Fund.

#### *Securities Lending*

An Evolve Fund may, in compliance with NI 81-102, lend securities to securities borrowers that are acceptable to it pursuant to the terms of a Securities Lending Agreement under which: (i) the borrower will pay to the Evolve Fund a negotiated securities lending fee and will make compensation payments to the Evolve Fund equal to any distributions received by the borrower on the securities borrowed; (ii) the securities loans must qualify as “securities lending arrangements” for the purposes of the Tax Act; and (iii) the Evolve Fund will receive collateral. The applicable Lending Agent is responsible for the ongoing administration of the securities loans, including the obligation to mark-to-market the loaned securities and collateral on a daily basis, and ensuring that the collateral at least equals the required margin percentage as set out in the applicable Securities Lending Agreement. Any securities lending revenues, net of Lending Agent fees, taxes and, if applicable, rebate payments to borrowers for cash collateral, will be credited to the account of the Evolve Fund from which the securities were borrowed.

#### *Cash Management*

From time to time, an Evolve Fund may hold cash or cash equivalents. The Evolve Fund may hold this cash or invest it in money market instruments or securities of money market funds.



*Rebalancing Events (for SHZ and EDGE)*

Whenever an Index Provider rebalances or adjusts an Index, including by adding securities to or subtracting securities from that Index, or whenever the Manager determines that there should be a change to the representative sample of the Index, the applicable Evolve Fund may acquire and/or dispose of the appropriate number of securities, either through the Designated Broker or through other brokers in the open market.

If the rebalancing is done through the Designated Broker and if the value of all securities purchased by an Evolve Fund exceeds the value of all securities disposed of by that Evolve Fund as part of the rebalancing process, the Evolve Fund may issue to the Designated Broker Units with an aggregate NAV per Unit equal to the excess value or, in the alternative, may pay a cash amount equal to such excess amount. Conversely, if the value of all securities disposed of by the Evolve Fund exceeds the value of all securities acquired by that Evolve Fund, the Evolve Fund may receive the excess value in cash and will manage this cash as described above under “Cash Management”.

*Actions Affecting Constituent Issuers (for SHZ and EDGE)*

From time to time, certain corporate or other actions may be taken or proposed by a Constituent Issuer or by a third party that could affect a Constituent Issuer of an Index. An example of such an action would be if a takeover bid or an issuer bid is made for a Constituent Security. In each such case, the Manager will determine, in its discretion, what steps, if any, the Evolve Fund will take to address the action. In exercising such discretion, the Manager will generally take those steps necessary to ensure that the Evolve Fund continues to seek to replicate, to the extent reasonably possible and before fees and expenses, the applicable Index.

**OVERVIEW OF THE SECTORS THAT THE EVOLVE FUNDS INVEST IN**

*Sphere FTSE Emerging Markets Sustainable Yield Index ETF*

SHZ seeks to track the FTSE Emerging Sustainable Yield 150 10% Capped 100% Hedge CAD Index. The Index has been designed to reflect the performance of up to 150 equity securities of public issuers from countries within the region classified by FTSE as emerging markets, exhibiting relatively high and sustainable yields.

*Evolve Innovation Index Fund*

EDGE directly or indirectly invests in equity securities of companies located domestically or internationally that are involved in innovative and disruptive trends across a broad range of industries.

*Evolve Active Core Fixed Income Fund*

FIXD invests primarily in debt obligations and other evidences of indebtedness of Canadian, U.S. and international issuers in a variety of sectors.

*Evolve Marijuana Fund*

SEED directly or indirectly invests in a diversified mix of equity securities of issuers that are involved in the marijuana industry.

Please see “Investment Objectives” and “Investment Strategies” for additional information on the sectors applicable to each Evolve Fund.

**INVESTMENT RESTRICTIONS**

The Evolve Funds are subject to certain investment restrictions and practices contained in securities legislation, including NI 81-102, which are designed in part to ensure that the investments of the Evolve Funds are diversified and relatively liquid and to ensure its proper administration. A change to the fundamental investment objective of an Evolve Fund would require the approval of the Unitholders of that Evolve Fund. Please see “Unitholder Matters – Matters Requiring Unitholders Approval”.

Subject to the following, and any exemptive relief that has been or will be obtained, the Evolve Funds are managed in accordance with the investment restrictions and practices set out in the applicable securities legislation, including NI 81-102. See “Exemptions and Approvals”.

### **Tax Related Investment Restrictions**

An Evolve Fund will not make an investment or conduct any activity that would result in the Evolve Fund failing to qualify as a “unit trust” or “mutual fund trust” within the meaning of the Tax Act.

### **FEES AND EXPENSES**

This section details the fees and expenses that an investor may have to pay if the investor invests in the Evolve Funds. An investor may have to pay some of these fees and expenses directly. The Evolve Funds may have to pay some of these fees and expenses, which will therefore reduce the value of an investment in the Evolve Funds.

#### **Fees and Expenses Payable by the Evolve Funds**

##### *Management Fees*

Each Evolve Fund pays an annual management fee (the “**Management Fee**”) to the Manager for acting as trustee, manager and portfolio manager of the Evolve Fund equal to a percentage of the NAV of the Evolve Fund, calculated daily and payable monthly in arrears, plus applicable taxes, as follows:

<b>Evolve Fund</b>	<b>Management Fee</b>
SHZ	0.54% of NAV
EDGE	0.40% of NAV
FIXD	0.45% of NAV
SEED	0.75% of NAV

See “Organization and Management Details of the Evolve Fund – Manager – Duties and Services to be Provided by the Manager” for a description of the services provided by the Manager.

To encourage very large investments in an Evolve Fund by a particular Unitholder, the Manager may, at its discretion, agree to charge a reduced Management Fee for some Unitholders as compared to the Management Fee that the Manager would otherwise be entitled to receive from an Evolve Fund, provided that the difference between the fee otherwise chargeable and the reduced fee is distributed periodically by the Evolve Fund to the applicable Unitholders as a management fee distribution (the “**Management Fee Distributions**”). Any reduction will depend on a number of factors, including the amount invested, the NAV of the Evolve Fund and the expected amount of account activity. Management Fee Distributions will be paid first out of net income of the Evolve Fund, then out of capital gains of the Evolve Fund and thereafter out of capital. The tax consequences of a Management Fee Distribution will generally be borne by the Unitholder who receives the distribution. See “Income Tax Considerations – Taxation of Holders”.

##### *Certain Operating Expenses*

Other than Fund Costs (as defined below), in consideration for the payment by the Evolve Funds of a fixed administration fee (the “**Administration Fee**”) to the Manager, and subject to compliance with NI 81-102, the Manager pays for the following operating expenses of the Evolve Funds (“**Operating Expenses**”), including but not limited to: mailing and printing expenses for periodic reports to Unitholders; fees payable to the relevant Index Provider (if applicable), Registrar and Transfer Agent and Custodian; any reasonable out of pocket expenses incurred by the Manager or its agents in connection with their ongoing obligations to the Evolve Funds; IRC committee member fees and expenses in connection with the IRC; expenses related to compliance with NI 81-107; fees and expenses relating to voting of proxies by a third party; insurance coverage for the members of the IRC; fees payable to the auditors and legal advisors of the Evolve Funds; regulatory filing, stock exchange and licensing fees (if applicable) and CDS fees; banking costs and interest with respect to any borrowing (if applicable); website maintenance costs; costs and expenses of complying with all applicable laws, regulations and policies, including expenses and costs incurred in connection with the continuous public filing requirements such as permitted prospectus preparation and filing expenses; and legal, accounting and audit fees and fees and expenses of the Trustee, Custodian and Manager which are incurred in respect of matters not in the normal course of the Evolve Funds’ activities. The Administration Fee paid to the Manager by an Evolve Fund may, in any particular period, be less than or exceed the Operating Expenses that the Manager incurs. The Manager is not obligated to pay any other expense, cost or fee, including those arising from new government or regulatory requirements relating to the foregoing expenses, costs and fees.

The Administration Fee is equal to a specified percentage of the NAV of an Evolve Fund, calculated and paid in the same manner as the Management Fee for the Evolve Fund. The rate of the annual Administration Fee for each Evolve Fund is set out below.

<b>Evolve Fund</b>	<b>Administration Fee</b>
SHZ	0.25% of NAV
EDGE	0.15% of NAV
FIXD	0.15% of NAV
SEED	0.25% of NAV

#### *Fund Costs*

The fund costs (“**Fund Costs**”) which are payable by the Evolve Funds include any taxes payable by the Evolve Funds to which the Evolve Funds may be subject, including income taxes, sales taxes (including GST/HST) and/or withholding taxes; expenditures incurred upon termination of the Evolve Funds; extraordinary expenses that the Evolve Funds may incur and all amounts paid on account of any indebtedness (if applicable); any expenses of insurance and costs of all suits or legal proceedings in connection with the Evolve Funds or the assets of the Evolve Funds or to protect the Unitholders, the Trustee, the Manager, the Sub-Advisor and the directors, officers, employees or agents of any of them; any expenses of indemnification of the Trustee, the Unitholders, the Manager, the Sub-Advisor and the directors, officers, employees or agents of any of them to the extent permitted under the Declaration of Trust; and expenses relating to the preparation, printing and mailing of information to Unitholders in connection with meetings of Unitholders. The Evolve Funds are also responsible for all commissions and other costs of portfolio transactions and any extraordinary expenses of the Evolve Funds which may be incurred from time to time.

#### *Investments in Other Investment Funds*

In the event that an Evolve Fund invests in one or more other investment funds listed on a stock exchange in Canada or the United States, there shall be no management fees or incentive fees that are payable by the Evolve Fund that, to a reasonable person, would duplicate a fee payable by the underlying investment fund for the same service.

#### **Fees and Expenses Payable Directly by the Unitholders**

##### *Other Charges*

An amount of up to 1.0% of the issue, exchange or redemption price of Units, or such other amount as may be agreed to between the Manager and the Designated Broker or a Dealer, of an Evolve Fund may be charged to offset certain transaction costs associated with an issue, exchange or redemption of Units. This charge does not apply to Unitholders who buy and sell their Units through the facilities of the applicable Designated Exchange. See “Exchange and Redemption of Units – Other Charges”.

### **RISK FACTORS**

In addition to the considerations set out elsewhere in this prospectus, the following are certain considerations relating to an investment in Units that prospective investors should consider before purchasing such Units:

#### **General Risks Relating to an Investment in the Evolve Funds**

##### *General Risks of Investments*

The value of the underlying securities of an Evolve Fund, whether held directly or indirectly, may fluctuate in accordance with changes in the financial condition of the issuers of those underlying securities (particularly those that are more heavily weighted in a particular Index, if applicable), the condition of equity and currency markets generally and other factors. The identity and weighting of the Constituent Issuers and Constituent Securities in the applicable Index also change from time to time.

The risks inherent in investments in equity securities, whether held directly or indirectly, include the risk that the financial condition of the issuers of the securities may become impaired or that the general condition of the stock market may deteriorate (either of which may cause a decrease in the value of an Index, if applicable, and, as a result, a decrease in the value of the Units). Equity securities are susceptible to general stock market fluctuations and the

financial condition of the issuer. These investor perceptions are based on various and unpredictable factors, including expectations regarding government, economic, monetary and fiscal policies, inflation and interest rates, economic expansion or contraction and global or regional political, economic and banking crises.

*Asset Class Risk*

The Constituent Securities, if applicable, and securities in the portfolio of an Evolve Fund may underperform the returns of other securities that track other countries, regions, industries, asset classes or sectors. Various asset classes tend to experience cycles of outperformance and underperformance in comparison to the general securities markets.

*Issuer Risk*

Performance of the Evolve Funds depends on the performance of the individual securities to which the Evolve Funds has exposure. Changes in the financial condition or credit rating of an issuer of those securities may cause the value of the securities to decline.

*Reliance on Key Personnel*

Unitholders will be dependent on the abilities of the Manager and the Sub-Advisor, if applicable, to effectively manage the Evolve Funds in a manner consistent with their investment objectives, investment strategies and investment restrictions. There is no certainty that the individuals who are principally responsible for providing administration and portfolio management services to the Evolve Funds will continue to be employed by the Manager or the Sub-Advisor, as applicable.

*Trading Price of Units*

Units may trade in the market at a premium or a discount to the NAV per Unit. There can be no assurance that Units will trade at prices that reflect their NAV per Unit. The trading price of the Units will fluctuate in accordance with changes in the Evolve Funds' NAV, as well as market supply and demand on the applicable Designated Exchange.

*Fluctuations in NAV and NAV per Unit*

The NAV and NAV per Unit of an Evolve Fund will vary according to, among other things, the value of the securities held by the Evolve Fund. The Manager, the Sub-Advisor, if applicable, and the Evolve Funds have no control over the factors that affect the value of the securities held by the Evolve Fund, including factors that affect the equity markets generally, such as general economic and political conditions, fluctuations in interest rates and factors unique to each issuer included in an Index, if applicable, such as changes in management, changes in strategic direction, achievement of strategic goals, mergers, acquisitions and divestitures, changes in distribution and dividend policies and other events.

*Cease Trading of Securities Risk*

If the securities of an issuer included in the portfolio of an Evolve Fund are cease-traded by order of the relevant Securities Regulatory Authority or are halted from trading by the relevant stock exchange, the applicable Evolve Fund may halt trading in its Units or temporarily suspend redemptions. Accordingly, securities of an Evolve Fund bear the risk of cease trading orders against all issuers whose securities are included in its portfolio, not just one. If portfolio securities of the Evolve Funds are cease-traded by order of a Securities Regulatory Authority, if normal trading of such securities is suspended on the relevant exchange, or if for any reason it is likely there will be no closing bid price for such securities, the Evolve Funds may suspend the right to redeem Units for cash as described under "Exchange and Redemption of Units – Suspension of Exchanges and Redemptions", subject to any required prior regulatory approval. If the right to redeem Units for cash is suspended for any reason, the Evolve Funds may return redemption requests to securityholders who have submitted them. If securities are cease-traded, they may not be delivered on an exchange of a PNU for a Basket of Securities until such time as the cease-trade order is lifted.

*Concentration Risk*

An Evolve Fund may have more of its net assets invested in one or more issuers and/or sectors than is typical or usually permitted for many investment funds. In these circumstances, the Evolve Fund may be affected more by the performance of individual issuers in its portfolio, with the result that the NAV of the Evolve Fund may be more volatile and may fluctuate more over short periods of time than the NAV of a more broadly diversified investment fund. In addition, this may increase the liquidity risk of the Evolve Fund which may, in turn, have an effect on the Evolve Funds' ability to satisfy redemption requests. This concentration risk will also be greater for Evolve Funds that seek to replicate the performance of an Index that is more concentrated and includes a smaller number of Constituent Issuers

than an Evolve Fund that seeks to replicate the performance of a broader Index that includes a larger number of Constituent Issuers.

#### *Currency Fluctuations Risk*

As an Evolve Fund may be invested in securities traded in foreign currencies, the NAV of such Evolve Fund, when measured in Canadian dollars, will, to the extent this has not been hedged against, be affected by changes in the value of the foreign currency relative to the Canadian dollar.

#### *Use of Derivatives*

Each Evolve Fund may use Derivatives from time to time in accordance with NI 81-102 as described under “Investment Strategies”. The use of Derivatives involves risks different from, and possibly greater than, the risks associated with investing directly in securities and other traditional investments. Risks associated with the use of Derivatives include: (i) there is no guarantee that hedging to reduce risk will not result in a loss or that there will be a gain; (ii) there is no guarantee that a market will exist when the Evolve Fund wants to complete the Derivative contract, which could prevent the Evolve Fund from reducing a loss or making a profit; (iii) securities exchanges may impose trading limits on options and futures contracts, and these limits may prevent the Evolve Fund from completing the Derivative contract; (iv) the Evolve Fund could experience a loss if the other party to the Derivative contract is unable to fulfill its obligations; (v) if the Evolve Fund has an open position in an option, a futures contract or a forward contract or a swap with a Dealer or Counterparty who goes bankrupt, the Evolve Fund could experience a loss and, for an open futures or forward contract or a swap, a loss of margin deposits with that Dealer or Counterparty; and (vi) if a Derivative is based on a stock market index and trading is halted on a substantial number of stocks in the index or there is a change in the composition of the index, there could be an adverse effect on the Derivative.

#### *Securities Lending Risk*

The Evolve Funds are authorized to enter into securities lending, repurchase and reverse repurchase transactions in accordance with NI 81-102. In a securities lending transaction, an Evolve Fund lends its portfolio securities through an authorized agent to another party (often called a “**Counterparty**”) and receives a negotiated fee and a required percentage of acceptable collateral (equal to or greater than 102%). The following are some examples of the risks associated with securities lending transactions:

- when entering into securities lending transactions, an Evolve Fund is subject to the credit risk that the Counterparty may default under the agreement and the Evolve Fund would be forced to make a claim in order to recover its security, or its equivalent value;
- when recovering its security on default, an Evolve Fund could incur a loss if the value of the portfolio securities loaned (in a securities lending transaction) or sold (in a repurchase transaction) has increased in value relative to the value of the collateral held by the Evolve Fund; and
- similarly, an Evolve Fund could incur a loss if the value of the portfolio securities it has purchased (in a reverse repurchase transaction) decreases below the amount of cash paid by the Evolve Fund to the Counterparty.

The Evolve Funds may engage in securities lending from time to time. When engaging in securities lending, an Evolve Fund will receive collateral in excess of the value of the securities loaned, and although such collateral is marked to market, the Evolve Fund may be exposed to the risk of loss should a borrower default on its obligations to return the borrowed securities and the collateral is insufficient to reconstitute the portfolio of loaned securities.

#### *Changes in Legislation*

There can be no assurance that income tax, securities and other laws will not be changed in a manner that adversely affects the Evolve Funds or the Unitholders. There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the CRA respecting the treatment of mutual fund trusts, SIFT trusts or an investment in a non-resident trust will not be changed in a manner that adversely affects the Evolve Funds or the Unitholders.

#### *Taxation of the Evolve Funds*

It is anticipated that each Evolve Fund will qualify, or will be deemed to qualify, at all times as a “mutual fund trust” within the meaning of the Tax Act. For an Evolve Fund to qualify as a “mutual fund trust”, it must comply on a

continuous basis with certain requirements relating to the qualification of its Units for distribution to the public, the number of Unitholders of the Evolve Fund and the dispersal of ownership of its Units.

A trust will be deemed not to be a mutual fund trust if it is established or maintained primarily for the benefit of non-residents of Canada unless, at that time, all or substantially all of its property is property other than property that would be “taxable Canadian property” (if the definition of such term in the Tax Act were read without reference to paragraph (b) thereof). The law does not provide any means of rectifying a loss of mutual fund trust status if this requirement is not met. The Evolve Funds contain a restriction on the number of permitted non-resident Unitholders.

Each of the Evolve Funds currently meets all the requirements to qualify as a “mutual fund trust” for the purposes of the Tax Act. Accordingly, each Evolve Fund has validly elected to qualify as a mutual fund trust from its inception.

If an Evolve Fund does not qualify as a mutual fund trust or were to cease to so qualify, the income tax considerations as described under “Income Tax Considerations” would in some respects be materially and adversely different in respect of that Evolve Fund. For example, an Evolve Fund that does not qualify as a “mutual fund trust” within the meaning of the Tax Act throughout a taxation year may be liable to pay alternative minimum tax and/or tax under Part XII.2 of the Tax Act, and would not be entitled to the Capital Gains Refund (as defined herein). In addition, if an Evolve Fund does not qualify as a mutual fund trust, it may be subject to the “mark-to-market” rules under the Tax Act if more than 50% of the fair market value of the Units are held by “financial institutions”, within the meaning of the Tax Act.

The tax treatment of gains and losses realized by each Evolve Fund will depend on whether such gains or losses are treated as being on income or capital account, as described in this paragraph. In determining its income for tax purposes, each Evolve Fund will treat gains or losses realized on the disposition of portfolio securities held by it as capital gains and losses. In general, gains and losses realized by an Evolve Fund from Derivative transactions, as well as short sales of securities other than “Canadian securities”, will be on income account except where such Derivatives are used to hedge portfolio securities held on capital account provided there is sufficient linkage, subject to the DFA Rules discussed below. Gains or losses in respect of foreign currency hedges entered into in respect of amounts invested in an Evolve Fund’s portfolio will constitute capital gains and capital losses to the Evolve Fund if the portfolio securities are capital property to the Evolve Fund and there is sufficient linkage. Designations with respect to each Evolve Fund’s income and capital gains will be made and reported to Unitholders on the foregoing basis. The CRA’s practice is not to grant advance income tax rulings on the characterization of items as capital gains or income and no advance income tax ruling has been requested or obtained. If these foregoing dispositions or transactions of an Evolve Fund are determined not to be on capital account (whether because of the DFA Rules discussed below or otherwise), the net income of the Evolve Fund for tax purposes and the taxable component of distributions to its Unitholders could increase. Any such redetermination by the CRA may result in an Evolve Fund being liable for unremitted withholding taxes on prior distributions made to its Unitholders who were not resident in Canada for purposes of the Tax Act at the time of the distribution. Such potential liability may reduce the NAV and NAV per Unit of that Evolve Fund.

The Tax Act contains rules (the “**DFA Rules**”) that target certain financial arrangements (described in the DFA Rules as “derivative forward agreements”) that seek to deliver a return based on an “underlying interest” (other than certain excluded underlying interests) for purposes of the DFA Rules. The DFA Rules are broad in scope and could apply to other agreements or transactions. If the DFA Rules were to apply in respect of any Derivatives utilized by an Evolve Fund, gains realized in respect of the property underlying such Derivatives could be treated as ordinary income rather than capital gains.

Pursuant to rules in the Tax Act, an Evolve Fund that experiences a “loss restriction event” (i) will be deemed to have a year-end for tax purposes (which would result in an unscheduled distribution of the Evolve Fund’s net income and net realized capital gains, if any, at such time to Unitholders so that the Evolve Fund is not liable for income tax on such amounts under Part I of the Tax Act), and (ii) will become subject to the loss restriction rules generally applicable to a corporation that experiences an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, an Evolve Fund will be subject to a loss restriction event if a Unitholder becomes a “majority-interest beneficiary”, or a group of persons becomes a “majority-interest group of beneficiaries”, of the Evolve Fund, as those terms are defined in the affiliated persons rules contained in the Tax Act, with certain modifications. Generally, a majority-interest beneficiary of an Evolve Fund is a beneficiary in the income or capital, as the case may be, of the Evolve Fund whose beneficial interests, together with the beneficial interests of persons and partnerships with whom the beneficiary is affiliated, have a fair market value that is greater than 50% of the fair market value of all the interests in the income or capital, as the case may be, of the Evolve Fund. Please see “Income Tax Considerations – Taxation of Holders” for the tax consequences of an unscheduled or other

distribution to Unitholders. Trusts that qualify as “investment funds” as defined in the rules in the Tax Act relating to loss restriction events are generally excepted from the application of such rules. An “investment fund” for this purpose includes a trust that meets certain conditions, including satisfying certain of the conditions necessary to qualify as a “mutual fund trust” for purposes of the Tax Act, not holding any property that it uses in the course of carrying on a business and complying with certain asset diversification requirements. If an Evolve Fund were not to qualify as an “investment fund”, it could potentially have a loss restriction event and thereby become subject to the related tax consequences described above.

The Tax Act contains rules (the “**SIFT Rules**”) concerning the taxation of publicly traded Canadian trusts and partnerships that own certain types of property defined as “non-portfolio property”. A trust that is subject to these rules is subject to trust level taxation, at rates comparable to those that apply to corporations, on the trust’s income earned from “non-portfolio property” to the extent that such income is distributed to its unitholders. If an Evolve Fund is subject to tax under the SIFT Rules, the after-tax return to its Unitholders could be reduced, particularly in the case of a Unitholder who is exempt from tax under the Tax Act or is a non-resident of Canada.

Certain of the Evolve Funds invest in global debt and/or equity securities. Many foreign countries preserve their right under domestic tax laws and applicable tax conventions with respect to taxes on income and on capital (“**Tax Treaties**”) to impose tax on interest, dividends or distributions paid or credited to persons who are not resident in such countries. While the Evolve Funds intend to make investments in such a manner as to minimize the amount of foreign taxes incurred under foreign tax laws and subject to any applicable Tax Treaties, investments in global debt and equity securities may subject the Evolve Funds to foreign taxes on interest, dividends or distributions paid or credited to them or any gains realized on the disposition of such securities. Any foreign taxes incurred by an Evolve Fund will generally reduce the value of its portfolio. To the extent that such foreign tax paid by an Evolve Fund exceeds 15% of the amount included in the Evolve Fund’s income from such investments, such excess may generally be deducted by the Evolve Fund in computing its net income for the purposes of the Tax Act. To the extent that foreign tax paid does not exceed 15% of the amount included in an Evolve Fund’s income from such investments and has not been deducted in computing the Evolve Fund’s income and the Evolve Fund designates its income from a foreign source in respect of a Unitholder of the Evolve Fund, the Unitholder will, for the purposes of computing its foreign tax credits, be entitled to treat the Unitholder’s proportionate share of foreign taxes paid by the Evolve Fund in respect of such income as foreign taxes paid by the Unitholder. The availability of foreign tax credits to a Unitholder is subject to the detailed rules in the Tax Act.

#### *Limited Operating History and Absence of an Active Market*

The Evolve Funds are recently organized investment trusts with limited operating history. Although each of the Evolve Funds is listed on the applicable Designated Exchange, there can be no assurance that an active public market for the Units will develop or be sustained.

#### *Cease Trading of Units*

If Constituent Securities of an Index, if applicable, or issuers in the portfolio of an Evolve Fund are cease traded at any time by a Securities Regulatory Authority or other relevant regulator or stock exchange, the Manager may suspend the exchange or redemption of Units until such time as the transfer of the securities is permitted as described under “Purchases of Units – Suspension of Exchanges and Redemptions”. In addition, if Constituent Securities of an Index are cease traded, the applicable Evolve Funds may not be able to replicate the Index while such cease trade orders are in effect. As a result, when the Evolve Fund holds securities traded on an exchange or other organized market, the Evolve Fund bears the risk of cease trading orders against any Constituent Security held by the Evolve Fund or securities held in the Evolve Fund’s portfolio.

#### *Country Risk*

An Evolve Fund that invests primarily in a specific region or country may be more volatile than a more geographically diversified fund, and will be strongly affected by the overall economic performance of that specific region or country. The Evolve Funds must continue to follow their investment objectives regardless of the economic performance of a specific region or country.

#### *Sensitivity to Interest Rate Fluctuations*

It is anticipated that the market price for Units and the value of the Constituent Securities or securities held in the portfolio of an Evolve Fund, as applicable, at any given time will be affected by the level of interest rates prevailing at such time. A rise in interest rates may have a negative effect on the market price of the Units. Unitholders who wish

to redeem or sell their Units may, therefore, be exposed to the risk that the redemption price or sale price of the Units will be negatively affected by interest rate fluctuations.

**Additional Risks Relating to an Investment in each Evolve Fund**

In addition to the general risk factors, the following additional risk factors are inherent in an investment in one or more of the Evolve Funds as indicated in the table below. A description of each of these risks follows the table.

<b>Fund Specific Risks</b>	<b>SHZ</b>	<b>EDGE</b>	<b>FIXD</b>	<b>SEED</b>
Credit Rating Related Risk			✓	
Currency Hedging Risk	✓	✓	✓	
Depository Receipts Investment Risk		✓		
Emerging Markets Risk	✓		✓	
Exchange Rate Risk	✓		✓	✓
Exchange Traded Funds Risk			✓	✓
Extension Risk			✓	
Foreign Markets Risk		✓		
General Risks of Debt Instruments			✓	
General Risks of Equity Investments	✓	✓		✓
General Risks of Foreign Investments	✓	✓		✓
General Risks of Preferred Shares			✓	
Illiquid Securities Risk		✓	✓	✓
Index Calculation and Index Termination Risks	✓	✓		
Index Investment and Passive Investment Strategies Risks	✓	✓		
Index Replication and Tracking Error Risks	✓	✓		
Large-Capitalization Issuer Risk		✓		
Marijuana Sector Risk				✓
Private Issuer Risk				✓
Rebalancing and Subscriptions Risk	✓	✓		
Sampling Methodology Risk	✓	✓		
Sector Risk		✓		
Short Selling Risk				✓
Small and Micro Capitalization Issuer Risk		✓		✓
Small Company Risk		✓		
Small Exchange Risk				✓
Specialization Risk		✓		
Underlying Funds Risk		✓	✓	✓

*Credit Rating Related Risk*



Securities held by the Evolve Fund that are considered below investment grade may be subject to greater levels of credit or default risk than higher-rated securities. High yield securities are often issued by highly-leveraged firms or by smaller, less creditworthy firms. Such securities may be more volatile than higher-rated securities of similar duration. In addition, the possibility that any fixed income security could have its credit rating downgraded or that it could default by failing to make scheduled interest and/or principal payments could potentially reduce the Evolve Fund's income and Unit price.

#### *Currency Hedging Risk*

The Manager will seek to hedge all or substantially all of SHZ's and EDGE's direct foreign currency exposure by entering into currency forward contracts with financial institutions that have a "designated rating" as defined in NI 81-102. For regulatory and operational reasons, SHZ and EDGE may not be able to fully hedge such foreign exposure at all times. Although there is no assurance that these currency forward contracts will be effective, the Manager expects these currency forward contracts to be substantially effective. However, some deviations from the returns of the applicable Index are expected to occur as a result of the costs, risks or other performance impacts of this currency hedging strategy.

As a portion of FIXD's portfolio may be invested in securities traded in foreign currencies, the NAV of FIXD, when measured in Canadian dollars, will, to the extent this has not been hedged against, be affected by changes in the value of such foreign currencies relative to the Canadian dollar. FIXD may seek to hedge all or any of its direct foreign currency exposure back to the Canadian dollar, in each case by entering into currency forward contracts with financial institutions that have a "designated rating" as defined in NI 81-102. If FIXD seeks to hedge all or any of its foreign currency exposure back to the Canadian dollar, there is no assurance that these currency forward contracts will be effective; however, the Manager expects these currency forward contracts (if any) to be substantially effective.

The effectiveness of an Evolve Fund's currency hedging strategy will, in general, be affected by the volatility of the applicable Evolve Fund and the volatility of the Canadian dollar relative to the foreign currency. Increased volatility will generally reduce the effectiveness of the currency hedging strategy. The effectiveness of this currency hedging strategy may also be affected by any significant difference between the Canadian dollar and foreign currencies' interest rates.

#### *Depositary Receipts Risk*

The Evolve Fund may invest in depositary receipts. Investment in ADRs and GDRs may be less liquid than the underlying shares in their primary trading market and GDRs, many of which are issued by companies in emerging markets, may be more volatile and less liquid than depositary receipts issued by companies in more developed markets.

#### *Emerging Markets Risk*

An Evolve Fund may be subject to a number of risks specific to having exposure to issuers in emerging markets. Investments in the securities of issuers in emerging markets involve risks not associated with investments in the securities of issuers in developed markets. Emerging markets can be substantially more volatile and substantially less liquid than more developed markets, such as Canada or the United States. Emerging markets are subject to greater political and economic instability, uncertainty regarding the existence of trading markets and more governmental limitations on foreign investment than more developed markets.

There may be less information publicly available with regard to emerging market issuers and such issuers are not subject to the uniform accounting, auditing and financial reporting standards applicable to Canadian issuers. There may be no single centralized securities exchange on which securities are traded in emerging markets and the systems of corporate governance to which companies in emerging markets are subject may be less advanced than that to which Canadian issuers are subject. As a result, investors in such companies may not receive many of the protections available to investors in Canada.

Securities laws in many emerging markets are relatively new and unsettled. Laws regarding foreign investment in emerging market securities, securities regulation, title to securities and shareholder rights may change quickly and unpredictably. Further, the enforcement of systems of taxation at federal, regional and local levels in emerging markets may be inconsistent and subject to sudden change.

### *Exchange Rate Risk*

Changes in foreign currency exchange rates may affect the NAV of the Evolve Fund to the extent it holds investments denominated in currencies other than the Canadian dollar. The Units are Canadian dollar denominated. As a portion of an Evolve Fund's portfolio may be invested in securities traded in foreign currencies, the NAV, when measured in Canadian dollars, 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.

### *Exchange Traded Funds Risk*

An Evolve Fund may invest in exchange traded funds that seek to provide returns similar to the performance of a particular market index or industry sector index. Any such exchange traded fund may not achieve the same return as its benchmark market or industry sector index due to differences in the actual weightings of securities held in the fund versus the weightings in the relevant index and due to the operating and administrative expenses of the fund.

### *Extension Risk*

During periods of rising interest rates, an issuer may exercise its right to pay principal on an obligation later than expected. Under these circumstances, the value of the obligation will decrease and the Evolve Fund's performance may suffer from its inability to invest in higher yielding securities.

### *Foreign Market Risk*

Participation in transactions by the Evolve Fund may involve the execution and clearing of trades on or subject to the rules of a foreign market. None of the Securities Regulatory Authorities or Canadian exchanges regulates activities of any foreign markets, including the execution, delivery and clearing of transactions, or has the power to compel enforcement of any rule of a foreign market or any applicable foreign law. Generally, any foreign transaction will be governed by applicable foreign laws. This is true even if the foreign market is formally linked to a Canadian market so that a position taken on a market may be liquidated by a transaction on another market. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, entities such as the Evolve Fund may not be afforded certain of the protective measures provided by Canadian legislation or Canadian exchanges. In particular, funds received from investors for transactions by the Evolve Fund on foreign exchanges may not be provided the same protection as funds received in respect of transactions by the Evolve Fund on Canadian exchanges.

### *General Risks of Debt Instruments*

The value of the underlying debt securities of the Evolve Fund will be affected by changes in the general level of interest rates. Generally, debt securities will decrease in value when interest rates rise and will increase in value when interest rates decline. Securities with longer durations tend to be more interest rate sensitive, which may make them more volatile than securities with shorter durations. The NAV of the Evolve Fund will fluctuate with interest rate changes and the corresponding changes in the value of the securities held by the Evolve Fund. The value of the bonds held by the Evolve Fund may be affected by price changes due to a change in general economic conditions.

### *General Risks of Equity Investments*

Holders of equity securities of an issuer incur more risk than holders of debt obligations of such issuer because shareholders, as owners of such issuer, have generally inferior rights to receive payments from such issuer in comparison with the rights of creditors of, or holders of debt obligations issued by, such issuer. Further, unlike debt securities, which typically have a stated principal amount payable at maturity (whose value, however, will be subject to market fluctuations prior thereto), equity securities have neither a fixed principal amount nor a maturity.

Distributions on the Units will generally depend upon the declaration of dividends or distributions on the Constituent Securities or securities held in the portfolio of an Evolve Fund, as applicable. The declaration of such dividends or distributions generally depends upon various factors, including the financial condition of the Constituent Issuers or issuers held in the portfolio of an Evolve Fund, as applicable, and general economic conditions. Therefore, there can be no assurance that the Constituent Issuers or issuers held in the portfolio of an Evolve Fund, as applicable, will pay dividends or distributions on Constituent Securities.

### *General Risks of Foreign Investments*

An Evolve Fund may invest, directly or indirectly, in foreign equity securities. In addition to the general risks associated with equity investments, investments in foreign securities may involve unique risks not typically associated with investing in Canada. Foreign exchanges may be open on days when an Evolve Fund or a Reference ETF, if applicable, does not price their securities and, therefore, the value of the securities traded on such exchanges may change on days when investors are not able to purchase or sell Units. Information about corporations not subject to Canadian reporting requirements may not be complete, may not reflect the extensive accounting or auditing standards required in Canada and may not be subject to the same level of government supervision or regulation as would be the case in Canada.

Some foreign securities markets may be volatile or lack liquidity and some foreign markets may have higher transaction and custody costs and delays in attendant settlement procedures. In some countries, there may be difficulties in enforcing contractual obligations and investments could be affected by political instability, social instability, expropriation or confiscatory taxation.

In the case of an Evolve Fund holding foreign securities, whether directly or indirectly, dividends or distributions on those foreign securities may be subject to withholding taxes.

### *General Risks of Preferred Shares*

An investment in the Evolve Fund should be made with an understanding that the value of the underlying securities may be affected by changes in the general level of interest rates. Generally, preferred shares will decrease in value when interest rates rise and will increase in value when interest rates decline. Securities with longer durations tend to be more interest rate sensitive, which may make them more volatile than securities with shorter durations. The NAV of the Evolve Fund may fluctuate with interest rate changes and the corresponding changes in the value of the securities held by the Evolve Fund. The value of the securities held by the Evolve Fund may be affected by price changes due to a change in general economic conditions.

### *Illiquid Securities Risk*

If an Evolve Fund is unable to dispose of some or all of the securities held by it, that Evolve Fund may experience a delay in the receipt of the proceeds of disposition until such time as it is able to dispose of such securities on terms or at a price acceptable to the Manager or Sub-Advisor on a timely basis. In accordance with Canadian Securities Legislation, there are restrictions on the amount of illiquid securities that an Evolve Fund is permitted to hold.

### *Index Calculation and Index Termination Risks*

The relevant Index Provider calculates, determines and maintains the relevant Index. The Indexes were not created by the Index Providers for the purpose of the Evolve Funds. The Index Providers have the right to make adjustments to, or to cease to calculate, the Indexes without regard to the particular interests of the Manager, the Evolve Funds or the Unitholders.

If the computer or other facilities of the Index Providers or the TSX malfunction for any reason, calculation of value of the Indexes and the determination by the Manager of the Prescribed Number of Units and Baskets of Securities for the Evolve Funds may be delayed, and trading in Units may be suspended, for a period of time.

If the Index Providers cease to calculate the Indexes or the applicable Index License Agreement is terminated, the Manager may: (i) terminate the applicable Evolve Fund on not less than 60 days' notice to Unitholders; (ii) change the investment objective of the applicable Evolve Fund or seek to replicate generally an alternative index (subject to any Unitholder approval in accordance with Canadian Securities Legislation); or (iii) make such other arrangements as the Manager considers appropriate and in the best interests of Unitholders in the circumstances.

### *Index Investment and Passive Investment Strategies Risks*

The value of an Index may fluctuate in accordance with the financial condition of the Constituent Issuers that are represented in the Index (particularly those that are more heavily weighted), the value of the securities generally and other factors.

If an Index is concentrated on one stock exchange, if that stock exchange is not open, the applicable Evolve Fund will be unable to determine the NAV per Unit and may be unable to satisfy redemption requests.

Because the investment objective of the applicable Evolve Fund is to replicate the performance of an Index, the Evolve Fund is not actively managed by traditional methods and the Manager will not attempt to take defensive positions in declining markets. Therefore, the adverse financial condition of a Constituent Issuer represented in the Index will not necessarily result in the elimination of exposure to its securities, whether direct or indirect, by the Evolve Fund unless the Constituent Securities are removed from the Index.

#### *Index Replication and Tracking Error Risks*

An Evolve Fund will not replicate exactly the performance of the applicable Index because the total return generated by the Units will be reduced by the management fee paid or payable by the Evolve Fund, the brokerage and commission costs incurred in acquiring and rebalancing the portfolio of securities held by the Evolve Fund and the other expenses paid or payable by the Evolve Fund, including costs associated with currency hedging. These fees and expenses are not included in the calculation of the performance of the applicable Index.

Deviations in the tracking of the applicable Index by an Evolve Fund could occur for a variety of other reasons. For example, where the Evolve Fund tenders securities under a successful takeover bid for less than all securities of a Constituent Issuer and the Constituent Issuer is not removed from the applicable Index, the Evolve Fund may be required to buy replacement securities at a purchase price that may be more than the takeover bid price due to timing variances.

It is also possible that an Evolve Fund may not fully replicate the performance of the applicable Index due to the temporary unavailability of certain Constituent Securities in the secondary market, the investment strategies and investment restrictions applicable to the Evolve Fund, including the use of a sampling methodology or due to other extraordinary circumstances.

#### *Large-Capitalization Issuer Risk*

The Evolve Fund may invest a relatively large percentage of its assets in the securities of large-capitalization companies. As a result, the performance of the Evolve Fund may be adversely affected if securities of large-capitalization companies underperform securities of smaller-capitalization companies or the market as a whole. The securities of large-capitalization companies may be relatively mature compared to smaller companies and therefore subject to slower growth during times of economic expansion.

#### *Marijuana Sector Risk*

The marijuana industry is subject to various laws, regulations and guidelines relating to the manufacture, management, transportation, storage and disposal of marijuana, as well as those relating to health and safety, the conduct of operations and the protection of the environment.

The Cannabis Act, along with the related provincial and territorial legislation regulating adult use distribution and sales, came into force on October 17, 2018. This implemented a legal framework in Canada for the production, distribution, sale and possession of both medical and adult use marijuana. The regulatory framework governing the medical and adult use marijuana industries in the U.S. is, and will continue to be, subject to evolving regulation by governmental authorities. Accordingly, there are a number of risks associated with investing in businesses in an evolving regulatory environment, including, without limitation, increased industry competition, rapid consolidation of industry participants and potential insolvency of industry participants.

There can be no assurance that federal, provincial or state laws legalizing and regulating the sale and use of marijuana will not be repealed or overturned, that proposed federal, provincial or state laws legalizing and regulating the sale and use of marijuana will become law, or that governmental authorities will not limit the application of such laws within their respective jurisdictions. If governmental authorities begin to enforce certain laws relating to marijuana in jurisdictions where the sale and use of marijuana is currently legal, or if existing laws are repealed or curtailed, the Evolve Fund's investments in such businesses may be materially and adversely affected notwithstanding the fact that the Evolve Fund is not directly engaged in the sale or distribution of marijuana. Actions by governmental authorities against any individual or entity engaged in the marijuana industry, or a substantial repeal of marijuana related legislation, could adversely affect the Evolve Fund and its investments.

The industry is subject to extensive controls and regulations, which may significantly affect the financial condition of market participants. The marketability of any product may be affected by numerous factors that are beyond the control of the portfolio issuers and which cannot be predicted, such as changes to government regulations, including those relating to taxes and other government levies which may be imposed. Changes in government levies, including taxes,

could reduce a portfolio issuer's earnings and could make future capital investments or the portfolio issuer's operations uneconomic. The industry is also subject to numerous legal challenges, which may significantly affect the financial condition of market participants and which cannot be reliably predicted.

The issuers included in the portfolio may incur ongoing costs and obligations related to regulatory compliance. Failure to comply with regulations may result in additional costs for corrective measures, penalties or in restrictions of operations. In addition, changes in regulations, more vigorous enforcement thereof or other unanticipated events could require extensive changes to operations, increased compliance costs or give rise to material liabilities, which could have a material adverse effect on the business, results of operations and financial condition of the issuers and, therefore, on the Evolve Fund's prospective returns.

As a result of perceived reputational risk, companies in the marijuana sector may in the future have difficulty establishing or maintaining bank accounts, or other business relationships. Failure to establish or maintain business relationships could have a material adverse effect on companies in this sector.

Unlike in Canada which has federal legislation uniformly governing the cultivation, distribution, sale and possession of medical cannabis under the ACMPR, investors are cautioned that in the United States, cannabis is largely regulated at the state level. To the Manager's knowledge, there are approximately 30 states, plus the District of Columbia, Puerto Rico and Guam that have legalized cannabis in some form. Notwithstanding the permissive regulatory environment of medical cannabis at the state level, cannabis continues to be categorized as a controlled substance under the CSA and as such, violates federal law in the United States.

For the reasons set forth above, the Manager, on behalf of the Evolve Fund, has provided an undertaking to the TSX which provides that as long as SEED is listed on the TSX, the Manager will not knowingly invest in issuers involved in the marijuana industry where such activities are illegal, including US Federal Law. Accordingly, the Evolve Fund will limit its investments to entities that are not engaged in any U.S. marijuana-related activities (as such term is defined in CSA Staff Notice 51-352 (Revised) – *Issuers with U.S. Marijuana-Related Activities*).

#### *Private Issuer Risk*

The securities of private issuers are held at fair value using appropriate and accepted industry valuation techniques including valuation models that are subject to regular review. Accordingly, at any given time, the price at which such securities are recorded for purposes of the calculation of NAV may overstate or understate the value of the Evolve Fund.

#### *Rebalancing and Subscription Risk*

Adjustments to Baskets of Securities held by an Evolve Fund to reflect rebalancing events, including adjustments to the applicable Index or as otherwise determined by the Manager, will depend on the ability of the Manager and the Designated Broker to perform their respective obligations under the designated broker agreement. If the Designated Broker fails to perform, the applicable Evolve Fund may be required to sell or purchase, as the case may be, Constituent Securities of the applicable Index in the market. If this happens, the Evolve Fund would incur additional transaction costs, which would cause the performance of the Evolve Fund to deviate more significantly from the performance of the Index than would otherwise be expected.

Adjustments to the Basket of Securities necessitated by a rebalancing event could affect the underlying market for the Constituent Securities of the applicable Index, which in turn would affect the value of that Index. Similarly, subscriptions for Units by the Designated Broker and Dealers may impact the market for the Constituent Securities of the applicable Index, as the Designated Broker or the Dealer seeks to buy or to borrow the Constituent Securities to constitute the Baskets of Securities to be delivered to the Evolve Fund as payment for the Units to be issued.

#### *Sampling Methodology Risk*

An Evolve Fund may employ a sampling methodology or may hold an exchange traded fund that employs a sampling methodology. A sampling methodology involves seeking to replicate the performance of the applicable Index by holding a subset of the Constituent Securities or a portfolio of some or all of the Constituent Securities and other securities selected by the Manager such that the aggregate investment characteristics of the portfolio are reflective of the aggregate investment characteristics of, or a representative sample of, the Index. It is possible that the use of a sampling methodology may result in a greater deviation in performance relative to the applicable Index than a replication strategy in which only the Constituent Securities are held in the portfolio in approximately the same proportions as they are represented in the Index.

### *Sector Risk*

Because the Constituent Securities of the Evolve Fund are heavily concentrated in one specific sector or industry of the economy, the trading price of the Evolve Fund is expected to be more volatile than that of a fund with a more broadly diversified portfolio.

### *Short Selling Risk*

A “short sale” will occur when SEED borrows securities from a lender which are then sold in the open market (or “sold short”). At a later date, the same number of securities are repurchased by SEED and returned to the lender. In the interim, the proceeds from the first sale are deposited with the lender and SEED pays fees to the lender. If the value of the securities declines between the time that SEED borrows the securities (and sells short) and the time it repurchases and returns the securities, SEED makes a profit for the difference (less any fees SEED is required to pay to the lender). Short selling involves certain risks. There is no assurance that securities will decline in value during the period of the short sale sufficient to offset the fees paid by SEED and make a profit for SEED, and securities sold short may instead appreciate in value. SEED may also experience difficulties repurchasing and returning the borrowed securities if a liquid market for the securities does not exist. Also, the lender from whom SEED has borrowed securities may go bankrupt and SEED may lose the collateral it has deposited with the lender.

If SEED engages in short selling, SEED will adhere to controls and limits that are intended to offset these risks by short selling only securities of larger issuers for which a liquid market is expected to be maintained and by limiting the amount of exposure for short sales. SEED will also deposit collateral only with lenders that meet certain criteria for creditworthiness and only up to certain limits.

Possible losses from short sales differ from losses that may be incurred from purchases of securities because losses from short sales may be unlimited, whereas losses from purchases are limited to the total amount invested. To deliver securities to a purchaser, SEED must arrange through a broker to borrow the securities, and, as a result, SEED becomes obligated to replace the securities borrowed at the market price at the time of replacement, whatever that price may be. A short sale therefore involves the theoretically unlimited risk of loss occasioned by an increase in the market price of the security between the date of the short sale and the date on which SEED covers its short position. In addition, the borrowing of securities entails the payment of a borrowing fee (which may increase during the borrowing period) and the payment of any dividends or interest payable on the securities until they are replaced.

If SEED engages in short selling it is required to maintain cash cover for its short positions and other investments may need to be sold quickly (and at potentially unattractive prices) in order to maintain sufficient cash cover.

### *Small and Micro Capitalization Issuer Risk*

Capitalization is a measure of the value of a company. It is the current price of a company’s stock, multiplied by the number of shares issued by the company. Companies with small and micro capitalization may not have a well-developed market for their securities. As a result, such securities may be difficult to trade, making their prices more volatile than those of large capitalization companies.

### *Small Company Risk*

Small companies can be riskier investments than larger companies. Small companies are often newer, and may not have a track record, extensive financial resources, or a well-established market for their securities. Small companies generally do not have as many shares trading in the market, and so it could be difficult for the Evolve Fund to buy or sell small company securities when it needs to. As a result, prices and liquidity can change significantly in a short period of time.

### *Small Exchange Risk*

The Evolve Fund may invest in securities of issuers listed on smaller or junior exchanges. Smaller exchanges may have different clearance and settlement procedures and may involve unique risks not typically associated with investing in securities of issuers listed on a major stock exchange. The securities of issuers listed on smaller exchanges may be more volatile or lack liquidity than the types of issuers typically listed on a major exchange, and some exchanges may have higher transaction costs or potential for delay in settlement procedures. Delays in settlement may increase risk to the Evolve Fund’s portfolio, limit the ability of the Evolve Fund to reinvest the proceeds of a sale of securities, hinder the ability of the Evolve Fund to lend its portfolio securities, and potentially subject the Evolve Fund to penalties for its failure to deliver.

### *Specialization Risk*

The Evolve Fund specializes in investing in a particular industry or part of the world. Specialization lets the Evolve Fund focus on specific industries or geographic areas, which can boost returns if the industry or geographic area, and the companies selected, prosper. But if the industry or geographic area has a slump, the Evolve Fund may suffer, because there are relatively few other investments to offset the downturn. The Evolve Fund must follow its investment objective and continue to invest in securities in the industry or geographic area, whether it is growing or not. Additionally, if a specific investment approach used by the Evolve Fund, such as value or growth, is out of favour, the Evolve Fund could suffer if it is obliged to confine its investments to the specific investment approach.

### *Underlying Funds Risk*

An Evolve Fund may invest in exchange traded funds that seek to provide returns similar to the performance of a particular market index or industry sector index. Any such exchange traded fund may not achieve the same return as its benchmark market or industry sector index due to differences in the actual weightings of securities held in the fund versus the weightings in the relevant index and due to the operating and administrative expenses of the fund.

The securities of underlying funds in which an Evolve Fund invests, whether directly or indirectly, may trade below, at or above their respective NAVs per security. The NAV per security will fluctuate with changes in the market value of that investment fund's holdings. The trading prices of the securities of those investment funds will fluctuate in accordance with changes in the applicable fund's NAV per security, as well as market supply and demand on the stock exchanges on which those funds are listed.

If an Evolve Fund purchases a security of an underlying investment fund at a time when the market price of that security is at a premium to the NAV per security or sells a security at a time when the market price of that security is at a discount to the NAV per security, the Evolve Fund may sustain a loss.

### **Risk Ratings of the Evolve Funds**

The investment risk level of each Evolve Fund is required to be determined in accordance with a standardized risk classification methodology that is based on the historical volatility of an Evolve Fund, as measured by the 10-year standard deviation of the returns of the Evolve Fund. As the Evolve Funds do not have at least 10 years of performance history, the Manager calculates the investment risk level of each Evolve Fund using a reference index that reasonably approximates the standard deviation of the Evolve Fund for the remainder of the 10-year period. Once the Evolve Funds have 10 years of performance history, the methodology will calculate the standard deviation of each Evolve Fund using the return history of the Evolve Fund rather than that of the reference index. The Evolve Funds are assigned an investment risk rating in one of the following categories: low, low to medium, medium, medium to high or high risk. There may be times when the classification methodology produces a result that the Manager believes is inappropriate in which case the Manager may re-classify an Evolve Fund to a higher risk level, if appropriate.

The following chart sets out a description of the reference index used for each Evolve Fund:

<b>Evolve Fund</b>	<b>Reference Index</b>
Sphere FTSE Emerging Markets Sustainable Yield Index ETF (Index information prior to inception of the FTSE Emerging Sustainable Yield 150 10% Capped 100% Hedge CAD Index on August 17, 2015 is hypothetical, but is calculated using the same methodology that has been used by the Index Provider since the Index was first published)	FTSE Emerging Sustainable Yield 150 10% Capped 100% Hedge CAD Index – reflects the performance of up to 150 equity securities of public issuers from countries within the region classified by FTSE as emerging markets, exhibiting relatively high and sustainable yields.
Evolve Innovation Index Fund	Nasdaq Composite Index – measures all NASDAQ domestic and international based common type stocks listed on The NASDAQ Stock Market.
Evolve Active Core Fixed Income Fund	FTSE TMX Canada Universe Bond Index – a market capitalization-weighted index designed to be a broad measure of the Canadian investment-grade, fixed income market,

	including Government of Canada, provincial and corporate bonds with maturities of more than one year and a credit rating of BBB or higher.
Evolve Marijuana Fund	S&P/TSX Venture Composite Index – a broad market capitalization-based index which is designed to measure the performance of securities listed on the TSX Venture Exchange.

Unitholders should know that other types of risks, both measurable and non-measurable, exist. Also, just as historical performance may not be indicative of future returns, historical volatility may not be indicative of future volatility. The risk rating of each Evolve Fund is reviewed annually and any time it is no longer reasonable in the circumstances. A more detailed explanation of the risk classification methodology used to identify the risk rating of the Evolve Funds is available on request, at no cost, by calling toll-free 1-844-370-4884 or by writing to Evolve Funds Group Inc., 161 Bay Street, Suite 2700, Toronto, ON M5J 2S1.

### DISTRIBUTION POLICY

Cash distributions of income, if any, on Units will be payable periodically as set out in the table below by each of the Evolve Funds:

<b>Evolve Fund</b>	<b>Frequency of Distributions, if any</b>
<b>Sphere FTSE Emerging Markets Sustainable Yield Index ETF</b>	Quarterly
<b>Evolve Innovation Index Fund</b>	Quarterly
<b>Evolve Active Core Fixed Income Fund</b>	-
<b>Evolve Marijuana Fund</b>	Monthly

The Evolve Funds will not have a fixed distribution amount. FIXD will not have a fixed distribution frequency. The amount and frequency of distributions, if any, will be based on the Manager's assessment of anticipated cash flow and anticipated expenses of the Evolve Funds from time to time. The date of any cash distribution of each Evolve Fund will be announced in advance by issuance of a press release. The Manager may, in its complete discretion, change the frequency of these distributions and any such change will be announced by issuance of a press release.

Depending on the underlying investments of an Evolve Fund, distributions on Units may consist of ordinary income, including foreign source income, sourced from foreign dividends, distributions or interest received by the Evolve Fund and dividends from taxable Canadian corporations but may also include net realized capital gains, in any case, less the expenses of an Evolve Fund and may include returns of capital. To the extent that the expenses of an Evolve Fund exceed the income generated by such Evolve Fund in any applicable distribution period, it is not expected that a distribution for that period will be paid. Management Fee Distributions, if any, will be paid first out of the net income, then out of capital gains of an Evolve Fund and thereafter out of capital.

If, for any taxation year, after the ordinary distributions, if any, there would remain in an Evolve Fund additional net income or net realized capital gains, the Evolve Fund will, after December 15 but on or before December 31 of that calendar year, be required to pay or make payable such net income and net realized capital gains as one or more special year-end distributions to Unitholders as is necessary to ensure that the Evolve Fund will not be liable for income tax on such amounts under Part I of the Tax Act (after taking into account all available deductions, credits and refunds). Such special distributions may be paid in the form of Units and/or cash. Any special distributions payable in Units will increase the aggregate adjusted cost base of a Unitholder's Units. Immediately following payment of such a special distribution in Units, the number of Units held by a Unitholder will be automatically consolidated such that the number of Units held by the Unitholder after such distribution will be equal to the number of Units held by such



Unitholder immediately prior to such distribution, except in the case of a non-resident Unitholder to the extent tax is required to be withheld in respect of the distribution.

The tax treatment to Unitholders of distributions is discussed under the heading “Income Tax Considerations”.

### **Distribution Reinvestment Plan**

The Manager may adopt a distribution reinvestment plan in respect of the Evolve Funds under which cash distributions are used to purchase additional Units acquired in the market by the plan agent and are credited to the participating Unitholder in accordance with the terms of such plan (a copy of which would be available through your broker or dealer). The following are the key terms of such a distribution reinvestment plan:

- Participation in a distribution reinvestment plan will be restricted to Unitholders who are residents of Canada for the purposes of the Tax Act or “Canadian partnerships” as defined in the Tax Act. Immediately upon becoming a non-resident of Canada or ceasing to be a Canadian partnership, a participating Unitholder will be required to notify his, her or its CDS Participant and terminate participation in the distribution reinvestment plan.
- A Unitholder who wishes to enrol in the distribution reinvestment plan as of a particular Distribution Record Date should notify his, her or its CDS Participant sufficiently in advance of that Distribution Record Date to allow the CDS Participant to notify CDS by 4:00 p.m. (Toronto time) on that Distribution Record Date.
- Distributions that participating Unitholders are due to receive will be used to purchase Units on behalf of such Unitholder in the market.
- No fractional Units will be delivered under a distribution reinvestment plan. Payment in cash for any remaining uninvested funds may be made in lieu of delivering fractional Units by the plan agent to CDS or a CDS Participant, on a monthly or quarterly basis, as the case may be. Where applicable, CDS will, in turn, credit the participating Unitholder, via the applicable CDS Participant.

The automatic reinvestment of distributions under the distribution reinvestment plan does not relieve participating Unitholders of any income tax applicable to the distributions.

The tax treatment to Unitholders of reinvested distributions is discussed under the heading “Income Tax Considerations”.

Participating Unitholders will be able to terminate their participation in the distribution reinvestment plan as of a particular Distribution Record Date by notifying their CDS Participant by the prescribed cut-off time prior to the applicable Distribution Record Date. Beginning on the first distribution payment date after such notice is delivered, distributions to such Unitholders will be in cash. The form of termination notice will be available from CDS Participants and any expenses associated with the preparation and delivery of such termination notice will be for the account of the participating Unitholder exercising its rights to terminate participation in the distribution reinvestment plan. The Manager will be permitted to terminate the distribution reinvestment plan, in its sole discretion, upon not less than 30 days’ notice to participating Unitholders and the plan agent, subject to any required regulatory approval.

The Manager is permitted to amend, modify or suspend the distribution reinvestment plan, or add additional features including authorizing pre-authorized cash contributions or systematic withdrawals, at any time, in its sole discretion, provided that it complies with certain requirements, and gives notice of such amendment, modification or suspension to the participating Unitholders and the plan agent, subject to any required regulatory approval, which notice may be given by issuing a press release containing a summary description of the amendment or in any other manner that the Manager determines to be appropriate.

The Manager may from time to time adopt rules and regulations to facilitate the administration of the distribution reinvestment plan. The Manager reserves the right to regulate and interpret the distribution reinvestment plan as it deems necessary or desirable to ensure the efficient and equitable operation of the distribution reinvestment plan.

## **PURCHASES OF UNITS**

### **Continuous Distribution**

Units are being issued and sold on a continuous basis and there is no maximum number of Units that may be issued.

## **Designated Broker**

All orders to purchase Units directly from an Evolve Fund must be placed by the Designated Broker or Dealers. Each Evolve Fund reserves the absolute right to reject any subscription order placed by the Designated Broker and/or a Dealer. No fees will be payable by an Evolve Fund to the Designated Broker or a Dealer in connection with the issuance of Units. On the issuance of Units, the Manager may, at its discretion, charge an administrative fee to a Dealer or the Designated Broker to offset any expenses (including any applicable TSX additional listing fees) incurred in issuing the Units.

On any Trading Day, the Designated Broker or a Dealer may place a subscription order for the PNU or integral multiple PNU of an Evolve Fund. If a subscription order is received by an Evolve Fund at or before the applicable cut-off time, or such other time prior to the Valuation Time on such Trading Day as the Manager may permit, and is accepted by the Manager, the Evolve Fund will generally issue to the Dealer or Designated Broker the PNU (or an integral multiple thereof) within two Trading Days from the effective date of the subscription order. The Evolve Fund must receive payment for the Units subscribed for within two Trading Days from the effective date of the subscription order. The effective date of a subscription order is the Trading Day on which the Valuation Time that applies to such subscription order takes place.

Unless the Manager shall otherwise agree or the Declaration of Trust shall otherwise provide, as payment for a PNU of an Evolve Fund, a Dealer or the Designated Broker must deliver subscription proceeds consisting of a Basket of Securities and cash in an amount sufficient so that the value of the Basket of Securities and cash delivered is equal to the NAV of the applicable PNU of the Evolve Fund determined at the Valuation Time on the effective date of the subscription order. The Manager may, in its complete discretion, instead accept subscription proceeds consisting of (i) cash only in an amount equal to the NAV of the applicable PNU of the Evolve Fund determined at the Valuation Time on the effective date of the subscription order, plus (ii) if applicable, associated costs and expenses that the Evolve Fund incurs or expects to incur in purchasing securities on the market with such cash proceeds.

The Manager may from time to time and, in any event not more than once quarterly, require the Designated Broker to subscribe for Units for cash in a dollar amount not to exceed 0.30% of the NAV of an Evolve Fund, or such other amount as may be agreed to by the Manager and the Designated Broker. The number of Units issued will be the subscription amount divided by the NAV per Unit next determined following the delivery by the Manager of a subscription notice to the Designated Broker. Payment for the Units must be made by the Designated Broker by no later than the second Trading Day after the subscription notice has been delivered.

The Manager will, except when circumstances prevent it from doing so, disclose the number of Units comprising a PNU for a particular Evolve Fund to applicable investors, the Designated Broker and Dealers following the close of business on each Trading Day. The Manager may, at its discretion, increase or decrease the applicable PNU from time to time.

### ***To Unitholders of an Evolve Fund as Distributions Paid in Units***

In addition to the issuance of Units as described above, distributions may be made by way of the issuance of Units. See "Distribution Policy".

### ***Buying and Selling Units of an Evolve Fund***

The Units of SHZ, EDGE and SEED are currently listed on the TSX and the Units of FIXD are currently listed on the NEO Exchange, and investors can buy or sell such Units on the applicable Designated Exchange through registered brokers and dealers in the province or territory where the investor resides. Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or the Evolve Funds in connection with buying or selling of Units on the applicable Designated Exchange.

### ***Special Considerations for Unitholders***

The provisions of the so-called "early warning" requirements set out in Canadian Securities Legislation do not apply in connection with the acquisition of Units. In addition, the Evolve Funds have obtained exemptive relief from the Securities Regulatory Authorities to permit Unitholders to acquire more than 20% of the Units through purchases on the applicable Designated Exchange, without regard to the take-over bid requirements of Canadian Securities Legislation.

### ***Special Circumstances***

Units may also be issued by an Evolve Fund to the Designated Broker in a number of special circumstances, including the following: (i) when the Manager has determined that the Evolve Fund should acquire Constituent Securities or portfolio securities, or other securities in connection with a rebalancing event as described under “Investment Strategies – Rebalancing Events”; and (ii) when cash redemptions of Units occur as described below under “Exchange and Redemption of Units – Redemption of Units of an Evolve Fund for Cash”, or the Evolve Fund otherwise has cash that the Manager wants to invest.

## **EXCHANGE AND REDEMPTION OF UNITS**

### **Exchange of Units of an Evolve Fund at NAV per Unit for Baskets of Securities and/or Cash**

Unitholders may exchange the applicable PNU (or an integral multiple thereof) of the Evolve Fund on any Trading Day for Baskets of Securities and cash, subject to the requirement that a minimum PNU be exchanged. To effect an exchange of Units, a Unitholder must submit an exchange request in the form and at the location prescribed by the Evolve Fund from time to time at or before the applicable cut-off time on a Trading Day, or such other time prior to the Valuation Time on such Trading Day as the Manager may permit. The exchange price will be equal to the NAV of each PNU tendered for exchange determined at the Valuation Time on the effective date of the exchange request, payable by delivery of a Basket of Securities (constituted as most recently published prior to the effective date of the exchange request) and cash. The Units will be redeemed in the exchange. The Manager will also make available to Dealers and the Designated Broker the applicable PNU to redeem Units on each Trading Day. The effective date of an exchange request is the Trading Day on which the Valuation Time that applies to such redemption request takes place.

Upon the request of a Unitholder, the Manager may, in its complete discretion, satisfy an exchange request by delivering cash only in an amount equal to the NAV of each PNU tendered for exchange determined at the Valuation Time on the effective date of the exchange request, provided that the Unitholder agrees to pay the costs and expenses that the Evolve Funds incur or expect to incur in selling securities on the market to obtain the necessary cash for exchange.

If an exchange request is not received by the applicable cut-off time, the exchange order will be effective only on the next Trading Day. Settlement of exchanges for Baskets of Securities and/or cash will generally be made by the second Trading Day after the effective day of the exchange request.

If Constituent Securities, portfolio securities or other securities in which an Evolve Fund has invested are cease-traded at any time by order of a Securities Regulatory Authority or other relevant regulator or stock exchange, the delivery of Baskets of Securities to a Unitholder, Dealer or the Designated Broker on an exchange in the PNU may be postponed until such time as the transfer of the Baskets of Securities is permitted by law.

As described under “Book-Entry Only System”, registration of interests in, and transfers of, Units will be made only through the book-entry only system of CDS. The redemption rights described below must be exercised through the CDS Participant through which the owner holds Units. Beneficial owners of Units should ensure that they provide redemption instructions to the CDS Participant through which they hold such Units sufficiently in advance of the cut-off times described below to allow such CDS Participant to notify CDS and for CDS to notify the Manager prior to the relevant cut-off time.

### **Redemption of Units of an Evolve Fund for Cash**

On any Trading Day, Unitholders of an Evolve Fund may redeem (i) Units for cash at a redemption price per Unit equal to 95% of the closing price for the Units on the applicable Designated Exchange, on the effective day of the redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit on the effective day of redemption, less any applicable administrative fee determined by the Manager, in its sole discretion, from time to time, or (ii) a PNU of an Evolve Fund or an integral multiple PNU of an Evolve Fund for cash equal to the NAV of that number of Units, less any applicable administrative fee determined by the Manager, in its sole discretion, from time to time. Because Unitholders will generally be able to sell Units at the market price on the applicable Designated Exchange through a registered broker or dealer subject only to customary brokerage commissions, Unitholders are advised to consult their brokers, dealers or investment advisors before redeeming such Units for cash. No fees or expenses are paid by Unitholders to the Manager or any Evolve Fund in connection with selling Units on the applicable Designated Exchange.

In order for a cash redemption to be effective on a Trading Day, a cash redemption request with respect to the applicable Evolve Fund must be delivered to the Manager in the form and at the location prescribed by the Manager from time to time at or before the applicable cut-off time on such Trading Day. Any cash redemption request received after such time will be effective only on the next Trading Day. Where possible, payment of the redemption price will be made by no later than the second Trading Day after the effective day of the redemption. The cash redemption request forms may be obtained from any registered broker or Dealer.

Unitholders that have delivered a redemption request prior to the Distribution Record Date for any distribution will not be entitled to receive that distribution.

In connection with the redemption of Units of an Evolve Fund, the Evolve Fund will generally dispose of securities or other financial instruments.

### **Suspension of Exchanges and Redemptions**

The Manager may suspend the exchange or redemption of Units or payment of redemption proceeds of an Evolve Fund: (i) during any period when normal trading is suspended on a stock exchange or other market on which securities owned by the Evolve Fund are listed and traded, if these securities represent more than 50% by value or underlying market exposure of the total assets of the Evolve Fund, without allowance for liabilities, and if these securities are not traded on any other exchange that represents a reasonably practical alternative for the Evolve Fund; or (ii) with the prior permission of the Securities Regulatory Authorities where required, for any period not exceeding 30 days during which the Manager determines that conditions exist which render impractical the sale of assets of the Evolve Fund or which impair the ability of the Custodian to determine the value of the assets of the Evolve Fund. The suspension may apply to all requests for exchange or redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All Unitholders making such requests shall be advised by the Manager of the suspension and that the exchange or redemption will be effected at a price determined on the first Valuation Date following the termination of the suspension. All such Unitholders shall have and shall be advised that they have the right to withdraw their requests for exchange or redemption. The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over an Evolve Fund, any declaration of suspension made by the Manager shall be conclusive.

### **Other Charges**

An amount of up to 1.0% of the issue, exchange or redemption price, or such other amount as may be agreed to between the Manager and the Designated Broker or a Dealer of Units may be charged to offset certain transaction costs associated with an issue, exchange or redemption of Units. This charge does not apply to Unitholders who buy and sell their Units through the facilities of the applicable Designated Exchange.

### **Allocations of Capital Gains to Redeeming or Exchanging Unitholders**

Pursuant to the Declaration of Trust, an Evolve Fund may allocate and designate as payable any capital gains realized by the Evolve Fund as a result of any disposition of property of the Evolve Fund undertaken to permit or facilitate the redemption or exchange of Units to a Unitholder whose Units are being redeemed or exchanged. In addition, each Evolve Fund has the authority to distribute, allocate and designate any capital gains of the Evolve Fund to a Unitholder of the Evolve Fund who has redeemed or exchanged Units of the Evolve Fund during a year in an amount equal to the Unitholder's share, at the time of redemption or exchange, of the Evolve Fund's capital gains for the year. Any such allocations and designations will reduce the redemption price otherwise payable to the redeeming or exchanging Unitholder.

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

Registration of interests in, and transfers of, Units will be made only through the book-entry only system of CDS. Units must be purchased, transferred and surrendered for redemption only through a CDS Participant. All rights of an owner of Units must be exercised through, and all payments or other property to which such owner is entitled will be made or delivered by, CDS or the CDS Participant through which the owner holds such Units. Upon buying Units, the owner will receive only the customary confirmation. References in this prospectus to a holder of Units means, unless the context otherwise requires, the owner of the beneficial interest of such Units.

Neither an Evolve Fund nor the Manager will have any liability for: (i) records maintained by CDS relating to the beneficial interests in Units or the book entry accounts maintained by CDS; (ii) maintaining, supervising or reviewing any records relating to such beneficial ownership interests; or (iii) any advice or representation made or given by CDS and made or given with respect to the rules and regulations of CDS or any action taken by CDS or at the direction of the CDS Participants.

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

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

### Short-Term Trading

Unlike conventional open-end mutual fund trusts in which short-term trading by investors may cause the mutual fund to incur additional unnecessary trading costs in connection with the purchase of additional Constituent Securities and the sale of Constituent Securities to fund unitholder redemptions, the Manager does not believe that it is necessary to impose any short-term trading restrictions on the Evolve Funds at this time as: (i) the Evolve Funds are exchange traded funds that are primarily traded in the secondary market; and (ii) the few transactions involving Units that do not occur on the secondary market involve the Designated Broker and/or Dealers, who can only purchase or redeem Units in a PNU and on whom the Manager may impose an administrative fee. The administrative fee is intended to compensate the Evolve Funds for any costs and expenses incurred by the Evolve Funds in order to fund the redemption.

## PRIOR SALES

### Trading Price and Volume

The following charts set out the price ranges and volume of Units of each of the Evolve Funds traded on the TSX or NEO Exchange, as applicable, for each month, or if applicable, partial month of the 12-month period before the date of this prospectus:

#### *Sphere FTSE Emerging Markets Sustainable Yield Index ETF*

Month	Unit Price Range (\$)	Volume of Units Traded
<b>2018</b>		
March	10.85-11.71	484,794
April	10.94 - 11.24	177,186
May	10.71 - 11.33	150,945
June	10.16 - 11.01	442,453
July	10.22 - 10.70	85,910
August	10.25 - 10.79	60,970
September	10.10 - 10.59	102,881
October	9.40 - 10.48	93,089
November	9.50 - 10.08	299,590
December	9.08 - 9.88	364,372
<b>2019</b>		
January	9.11 - 9.92	550,908
February	9.69 - 10.20	204,783
March	9.92 - 10.27	189,957

#### *Evolve Innovation Index Fund*

Month	Unit Price Range (\$)	Volume of Units Traded
<b>2018</b>		
March	n/a	n/a
April	n/a	n/a
May <sup>1</sup>	20.00 - 20.90	139,277
June	20.45 - 21.95	274,485

July	20.44 - 21.41	129,518
August	20.33 - 21.53	19,541
September	20.67 - 21.42	38,139
October	17.90 - 21.12	186,163
November	17.83 - 19.48	25,661
December	16.44 - 19.29	46,605
<b>2019</b>		
January	16.85 - 19.48	80,744
February	19.45 - 20.74	29,022
March	19.90 - 21.08	45,103

<sup>1</sup> Information is only available from May 2, 2018, being the date on which Units of the Evolve Fund commenced trading on the TSX.

#### *Evolve Active Core Fixed Income Fund*

Month	Unit Price Range (\$)	Volume of Units Traded
<b>2018</b>		
March <sup>1</sup>	20.04 - 20.04	65,911
April	19.80 - 20.01	276,919
May	19.72 - 19.94	524,306
June	19.82 - 19.99	161,442
July	19.75 - 19.97	108,277
August	19.72 - 19.86	128,123
September	19.58 - 19.85	53,435
October	19.38 - 19.61	90,503
November	19.28 - 19.50	96,421
December	19.24 - 19.41	180,740
<b>2019</b>		
January	19.37 - 19.51	85,662
February	19.46 - 19.64	88,110
March	19.55 - 19.91	160,627

<sup>1</sup> Information is only available from March 29, 2018, being the date on which Units of the Evolve Fund commenced trading on the NEO Exchange.

#### *Evolve Marijuana Fund*

Month	Unit Price Range (\$)	Volume of Units Traded
<b>2018</b>		
March	17.52 - 20.80	114,184
April	15.23 - 18.00	124,751
May	16.19 - 17.85	65,336
June	16.39 - 18.83	88,870
July	14.81 - 17.06	29,102
August	13.55 - 21.47	124,780
September	21.14 - 25.00	230,325
October	20.41 - 27.27	240,358
November	19.81 - 24.24	68,645
December	18.02 - 21.11	70,046
<b>2019</b>		
January	19.77 - 26.01	101,948
February	25.96 - 28.20	133,767
March	27.51 - 30.26	155,111

### INCOME TAX CONSIDERATIONS

In the opinion of Blake, Cassels & Graydon LLP, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the Tax Act generally applicable to the acquisition, holding and disposition of Units of an Evolve Fund by a Unitholder who acquires Units of an Evolve Fund pursuant to this

prospectus. This summary only applies to a prospective Unitholder of an Evolve Fund who is an individual (other than a trust) resident in Canada for purposes of the Tax Act who deals at arm's length with the Evolve Fund, the Designated Broker and the Dealers and is not affiliated with the Evolve Fund, the Designated Broker or any Dealer and who holds Units as capital property (a "**Holder**").

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

This summary is based on the assumptions that (i) none of the Evolve Funds will be subject to the tax for "SIFT trusts" for purposes of the Tax Act, (ii) none of the issuers of the securities in the portfolio of an Evolve Fund will be foreign affiliates of the Evolve Fund or of any Holder, (iii) none of the securities in the portfolio of an Evolve Fund will be a "tax shelter investment" within the meaning of section 143.2 of the Tax Act, (iv) none of the Evolve Funds will enter into any arrangement where the result is a dividend rental arrangement for purposes of the Tax Act, and (v) none of the securities in the portfolio of an Evolve Fund will be an offshore investment fund property (or an interest in a partnership that holds such property) that would require the Evolve Fund (or the partnership) to include significant amounts in the Evolve Fund's (or the partnership's) income pursuant to section 94.1 of the Tax Act, or an interest in a trust (or a partnership which holds such an interest) which would require the Evolve Fund (or the partnership) to report significant amounts of income in connection with such interest pursuant to the rules in section 94.2 of the Tax Act, or an interest in a non-resident trust other than an "exempt foreign trust" (or a partnership which holds such interest).

This summary also assumes that each Evolve Fund will comply with its investment restrictions.

This summary is based on the facts described herein, the current provisions of the Tax Act, counsel's understanding of the current publicly available administrative policies and assessing practices of the CRA published in writing prior to the date hereof and a certificate of the Manager. This summary takes into account the Tax Amendments. This description is not exhaustive of all Canadian federal income tax consequences and does not take into account or anticipate changes in the law or in administrative policy or assessing practice, whether by legislative, governmental or judicial action other than the Tax Amendments in their present form, nor does it take into account provincial, territorial or foreign tax considerations which may differ significantly from those discussed herein. There can be no assurance that the Tax Amendments will be enacted in the form publicly announced, or at all.

**This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units. This summary does not address the deductibility of interest on any funds borrowed by a Holder to purchase Units. The income and other tax consequences of investing in Units will vary depending on an investor's particular circumstances including the province or territory in which the investor resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any holder of Units. Prospective investors should consult their own tax advisors with respect to the income tax consequences to them of an acquisition of Units based on their particular circumstances.**

#### **Status of the Evolve Funds**

This summary is based on the assumptions that each Evolve Fund will continue to qualify at all times as a "mutual fund trust" within the meaning of the Tax Act, that each Evolve Fund has validly elected under the Tax Act to be a mutual fund trust from the date it was established, and that each Evolve Fund has not been established and will not be maintained primarily for the benefit of non-residents unless, at that time, substantially all of its property consists of property other than property that would be "taxable Canadian property" within the meaning of the Tax Act (if the definition of such term were read without reference to paragraph (b) of that definition).

To qualify as a mutual fund trust (i) an Evolve Fund must be a Canadian resident "unit trust" for purposes of the Tax Act, (ii) the only undertaking of the Evolve Fund must be (a) the investing of its funds in property (other than real property or interests in real property or an immovable or a real right in an immovable), (b) the acquiring, holding,

maintaining, improving, leasing or managing of any real property (or interest in real property) or of any immovable (or real right in immovables) that is capital property of the Evolve Fund, or (c) any combination of the activities described in (a) and (b), and (iii) the Evolve Fund must comply with certain minimum requirements respecting the ownership and dispersal of Units (the “**Minimum Distribution Requirements**”). In this connection, (i) the Manager intends to cause each Evolve Fund to qualify as a unit trust throughout the life of the Evolve Fund, (ii) each Evolve Fund’s undertaking conforms with the restrictions for mutual fund trusts, and (iii) the Manager has advised counsel that it has filed the necessary election so that each Evolve Fund has qualified as a mutual fund trust from its inception and that it has no reason to believe that any Evolve Fund will not continue to comply with the Minimum Distribution Requirements at all relevant times.

If an Evolve Fund were not to qualify or be deemed to qualify as a mutual fund trust at all times, the income tax considerations described below would, in some respects, be materially and adversely different in respect of that Evolve Fund, than would be the case if it were a mutual fund trust.

Provided that an Evolve Fund qualifies as a “mutual fund trust” within the meaning of the Tax Act, or the Units of that Evolve Fund are listed on a “designated stock exchange” (which includes the TSX and NEO Exchange) within the meaning of the Tax Act, the Units of that Evolve Fund will be qualified investments under the Tax Act for a trust governed by an RRSP, a RRIF, a DPSP, an RDSP, an RESP or a TFSA (the “**Plans**”). See “Income Tax Considerations – Taxation of Registered Plans” for the consequences of holding Units in Plans.

### **Taxation of the Evolve Funds**

The Manager has advised counsel that each Evolve Fund has elected to have a taxation year that ends on December 15 of each calendar year. An Evolve Fund must pay tax on its net income (including net realized taxable capital gains) for a taxation year, less the portion thereof that it deducts in respect of the amount paid or payable to its Unitholders in the calendar year in which the taxation year ends. An amount will be considered to be payable to a Unitholder of an Evolve Fund in a calendar year if it is paid to the Unitholder in that year by the Evolve Fund or if the Unitholder is entitled in that year to enforce payment of the amount. The Declaration of Trust requires that sufficient amounts be paid or made payable each year so that no Evolve Fund is liable for any non-refundable income tax under Part I of the Tax Act.

An Evolve Fund will be required to include in its income for each taxation year any dividends received (or deemed to be received) by it in such year on a security held in its portfolio.

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

To the extent an Evolve Fund holds trust units issued by a trust resident in Canada that is not at any time in the relevant taxation year a “SIFT trust” and held as capital property for purposes of the Tax Act, the Evolve Fund will be required to include in the calculation of its income for a taxation year the net income, including net taxable capital gains, paid or payable to the Evolve Fund by such trust in the calendar year in which that taxation year ends, notwithstanding that certain of such amounts may be reinvested in additional units of the trust. Provided that appropriate designations are made by such trust, net taxable capital gains realized by the trust, foreign source income of the trust and taxable dividends from taxable Canadian corporations received by the trust that are paid or payable by the trust to the Evolve Fund will effectively retain their character in the hands of the Evolve Fund. The Evolve Fund will be required to reduce the adjusted cost base of units of such trust by any amount paid or payable by the trust to the Evolve Fund except to the extent that the amount was included in calculating the income of the Evolve Fund or was the Evolve Fund’s share of the non-taxable portion of capital gains of the trust, the taxable portion of which was designated in respect of the Evolve Fund. If the adjusted cost base to the Evolve Fund of such units becomes a negative amount at any time in a taxation year of the Evolve Fund, that negative amount will be deemed to be a capital gain realized by the Evolve Fund in that taxation year and the Evolve Fund’s adjusted cost base of such units will be increased by the amount of such deemed capital gain to zero.

Each issuer in an Evolve Fund’s portfolio that is a “SIFT trust” (which will generally include Canadian resident income trusts, other than certain REITs, the units of which are listed or traded on a stock exchange or other public market)



will be subject to a special tax in respect of (i) income from business carried on in Canada, and (ii) certain income and capital gains in respect of “non-portfolio properties” (collectively, “**Non-Portfolio Income**”). Non-Portfolio Income that is distributed by a SIFT trust to its unitholders will be taxed at a rate that is equivalent to the federal general corporate tax rate plus a prescribed amount on account of provincial tax. Non-Portfolio Income that becomes payable by an issuer that is a SIFT trust will generally be taxed as though it were a taxable dividend from a taxable Canadian corporation and will be deemed to be an “eligible dividend” eligible for the enhanced gross-up and tax credit rules.

In general, an Evolve Fund will realize a capital gain (or capital loss) upon the actual or deemed disposition of a security included in its portfolio to the extent the proceeds of disposition net of any amounts included as interest on the disposition of the security and any reasonable costs of disposition exceed (or are less than) the adjusted cost base of such security unless the Evolve Fund were considered to be trading or dealing in securities or otherwise carrying on a business of buying and selling securities or the Evolve Fund has acquired the security in a transaction or transactions considered to be an adventure or concern in the nature of trade. The Manager has advised counsel that each Evolve Fund purchases the securities in its portfolio with the objective of receiving interest, dividends and other distributions thereon, as applicable, and takes the position that gains and losses realized on the disposition of its securities are capital gains and capital losses. The Manager has also advised counsel that each Evolve Fund has made an election under subsection 39(4) of the Tax Act, so that all securities held by the Evolve Fund that are “Canadian securities” (as defined in the Tax Act), including Canadian securities acquired in connection with a short sale, will be deemed to be capital property to the Evolve Fund.

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

In general, gains and losses realized by an Evolve Fund from Derivative transactions, as well as short sales of securities other than “Canadian securities”, will be on income account except where such Derivatives are used to hedge portfolio securities held on capital account provided there is sufficient linkage, subject to the DFA Rules discussed below, and such gains and losses will be recognized for tax purposes at the time they are realized by the Evolve Fund.

A loss realized by an Evolve Fund on a disposition of capital property will be a suspended loss for purposes of the Tax Act if the Evolve Fund, or a person affiliated with the Evolve Fund, acquires a property (a “**Substituted Property**”) that is the same as or identical to the property disposed of, within 30 days before and 30 days after the disposition and the Evolve Fund, or a person affiliated with the Evolve Fund, owns the Substituted Property 30 days after the original disposition. If a loss is suspended, an Evolve Fund cannot deduct the loss from the Evolve Fund’s capital gains until the Substituted Property is disposed of and is not reacquired by the Evolve Fund, or a person affiliated with the Evolve Fund, within 30 days before and after the disposition.

An Evolve Fund may enter into transactions denominated in currencies other than the Canadian dollar including the acquisition of securities in its portfolio. The cost and proceeds of disposition of securities, interest, dividends, distributions and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars using the appropriate exchange rates determined in accordance with the detailed rules in the Tax Act in that regard. The amount of income, gains and losses realized by an Evolve Fund may be affected by fluctuations in the value of other currencies relative to the Canadian dollar. Gains or losses in respect of currency hedges entered into in respect of amounts invested in the portfolio of an Evolve Fund will constitute capital gains and capital losses to the Evolve Fund if the securities in the Evolve Fund’s portfolio are capital property to the Evolve Fund and provided there is sufficient linkage.

The DFA Rules target certain financial arrangements (described in the DFA Rules as “derivative forward agreements”) that seek to deliver a return based on an “underlying interest” (other than certain excluded underlying interests) for purposes of the DFA Rules. The DFA Rules are broad in scope and could apply to other agreements or transactions. If the DFA Rules were to apply in respect of any Derivatives utilized by an Evolve Fund, gains realized in respect of the property underlying such Derivatives could be treated as ordinary income rather than capital gains.

An Evolve Fund may derive income or gains from investments in countries other than Canada, and as a result, may be liable to pay income or profits tax to such countries. To the extent that such foreign tax paid by an Evolve Fund exceeds 15% of the amount included in the Evolve Fund’s income from such investments, such excess may generally

be deducted by the Evolve Fund in computing its net income for the purposes of the Tax Act. To the extent that such foreign tax paid does not exceed 15% of the amount included in the Evolve Fund's income from such investments and has not been deducted in computing the Evolve Fund's income, the Evolve Fund may designate in respect of a Holder a portion of its foreign source income that can reasonably be considered to be part of the Evolve Fund's income distributed to such Holder so that such income and a portion of the foreign tax paid by the Evolve Fund may be regarded as foreign source income of, and foreign tax paid by, the Holder for the purposes of the foreign tax credit provisions of the Tax Act.

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

Losses incurred by an Evolve Fund in a taxation year cannot be allocated to Holders, but may be deducted by the Evolve Fund in future years in accordance with the Tax Act.

### **Taxation of Holders**

A Holder will generally be required to include in computing income for a particular taxation year of the Holder such portion of the net income of an Evolve Fund, including the taxable portion of any net realized capital gains, as is paid or becomes payable to the Holder by the Evolve Fund in that particular taxation year (whether in cash, in Units or reinvested in additional Units or whether as a Management Fee Distribution). Amounts paid or payable by an Evolve Fund to a Holder after December 15 and before the end of the calendar year are deemed to have been paid or become payable to the Holder on December 15.

Under the Tax Act, each Evolve Fund is permitted to deduct in computing its income for a taxation year an amount that is less than the amount of its distributions of income for the calendar year to the extent necessary to enable the Evolve Fund to use, in that taxation year, losses from prior years without affecting the ability of the Evolve Fund to distribute its income annually. In such circumstances, the amount distributed to a Holder of an Evolve Fund but not deducted by the Evolve Fund will not be included in the Holder's income. However, the adjusted cost base of the Holder's Units of the Evolve Fund will be reduced by such amount. The non-taxable portion of an Evolve Fund's net realized capital gains for a taxation year, the taxable portion of which was designated in respect of a Holder for the taxation year, that is paid or becomes payable to the Holder for the year will not be included in computing the Holder's income for the year. Any other amount in excess of a Holder's share of the net income of an Evolve Fund for a taxation year that is paid or becomes payable to the Holder for the year (i.e. returns of capital) will not generally be included in the Holder's income for the year, but will reduce the adjusted cost base of the Holder's Units of the Evolve Fund. To the extent that the adjusted cost base of a Unit to a Holder would otherwise be a negative amount, the negative amount will be deemed to be a capital gain and the adjusted cost base of the Unit to the Holder will be increased by the amount of such deemed capital gain to zero.

Provided that appropriate designations are made by an Evolve Fund, such portion of the net realized taxable capital gains of the Evolve Fund, the taxable dividends received or deemed to be received by the Evolve Fund on shares of taxable Canadian corporations and foreign source income of the Evolve Fund as is paid or becomes payable to a Holder will effectively retain its character and be treated as such in the hands of the Holder for purposes of the Tax Act. To the extent that amounts are designated as taxable dividends from taxable Canadian corporations, the gross-up and dividend tax credit rules will apply. Where an Evolve Fund makes designations in respect of its foreign source income, for the purpose of computing any foreign tax credit that may be available to a Holder, the Holder will generally be deemed to have paid as tax to the government of a foreign country that portion of taxes paid by the Evolve Fund to that country that is equal to the Holder's share of the Evolve Fund's income from sources in that country.

Any loss of an Evolve Fund for purposes of the Tax Act cannot be allocated to, and cannot be treated as a loss of, a Holder.

On the disposition or deemed disposition of a Unit of an Evolve Fund, including on a redemption, a Holder will realize a capital gain (or capital loss) to the extent that the Holder's proceeds of disposition (other than any amount payable by the Evolve Fund which represents capital gains allocated and designated to the redeeming Holder), 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 of a Holder's Units of an Evolve Fund, when additional Units of the Evolve Fund are acquired by the Holder (as a result of a distribution by the Evolve Fund in the form of Units, a reinvestment in

Units of the Evolve Fund pursuant to the distribution reinvestment plan or otherwise), the cost of the newly acquired Units will be averaged with the adjusted cost base of all Units of the Evolve Fund owned by the Holder as capital property immediately before that time. For this purpose, the cost of Units that have been issued on a distribution will generally be equal to the amount of the distribution. A consolidation of Units of an Evolve Fund following a distribution paid in the form of additional Units of the Evolve Fund as described under “Distribution Policy” will not be regarded as a disposition of Units and will not affect the aggregate adjusted cost base to a Holder. Any additional Units acquired by a Holder on the reinvestment of distributions will generally have a cost equal to the amount reinvested.

In the case of an exchange of Units of an Evolve Fund for a Basket of Securities, a Holder’s proceeds of disposition of the Units would generally be equal to the aggregate of the fair market value of the distributed property and the amount of any cash received, less any capital gain realized by the Evolve Fund on the disposition of such distributed property. The cost to a Holder of any property received from the Evolve Fund upon the exchange will generally be equal to the fair market value of such property at the time of the distribution. In the case of an exchange of Units for a Basket of Securities, the investor may receive securities that may or may not be qualified investments under the Tax Act for Plans. If such securities are not qualified investments for Plans, such Plans (and, in the case of certain Plans, the annuitants, beneficiaries or subscribers thereunder or holders thereof) may be subject to adverse tax consequences. Investors should consult their own tax counsel for advice on whether or not such securities would be qualified investments for Plans.

Pursuant to the Declaration of Trust, an Evolve Fund may allocate and designate as payable any capital gains realized by the Evolve Fund as a result of any disposition of property of the Evolve Fund undertaken to permit or facilitate the redemption or exchange of Units to a Holder whose Units are being redeemed or exchanged. In addition, each Evolve Fund has the authority to distribute, allocate and designate any capital gains of the Evolve Fund to a Holder who has redeemed or exchanged Units of the Evolve Fund during a year in an amount equal to the Holder’s share, at the time of redemption or exchange, of the Evolve Fund’s capital gains for the year. Any such allocations and designations will reduce the redemption price otherwise payable to the Holder and therefore the Holder’s proceeds of disposition.

In general, one-half of any capital gain (a “**taxable capital gain**”) realized by a Holder on the disposition of Units of an Evolve Fund or a taxable capital gain designated by the Evolve Fund in respect of the Holder for a taxation year of the Holder will be included in computing the Holder’s income for that year and one-half of any capital loss (an “**allowable capital loss**”) realized by the Holder in a taxation year of the Holder generally must be deducted from taxable capital gains realized by the Holder in the taxation year or designated by the Evolve Fund in respect of the Holder for the taxation year in accordance with the detailed provisions of the Tax Act. Allowable capital losses for a taxation year in excess of taxable capital gains for that taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against taxable capital gains in accordance with the provisions of the Tax Act.

Each Holder who delivers subscription proceeds consisting of a Basket of Securities will be disposing of securities in exchange for Units of an Evolve Fund. Assuming that such securities are held by the Holder as capital property for purposes of the Tax Act, the Holder will generally realize a capital gain (or a capital loss) in the taxation year of the Holder in which the disposition of such securities takes place to the extent that the proceeds of disposition for such securities, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of such securities to the Holder. For this purpose, the proceeds of disposition to the Holder of securities disposed of will equal the aggregate of the fair market value of the Units received for the securities. The cost to a Holder of Units of an Evolve Fund acquired in exchange for a Basket of Securities and cash (if any) will be equal to the aggregate of the cash paid (if any) to the Evolve Fund plus the fair market value of the securities disposed of in exchange for Units at the time of disposition, which sum would generally be equal to or would approximate the fair market value of the Units received as consideration in exchange for a Basket of Securities and cash (if any).

Amounts designated by an Evolve Fund to a Holder of the Evolve Fund as taxable capital gains or dividends from taxable Canadian corporations, and taxable capital gains realized on the disposition of Units of an Evolve Fund may increase the Holder’s liability, if any, for alternative minimum tax.

### **Taxation of Registered Plans**

Distributions received by Plans on Units and capital gains realized by Plans on the disposition of Units are generally not taxable under Part I of the Tax Act provided the Units are “qualified investments” for the Plan for purposes of the Tax Act.

Holders should consult with their own advisors regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a Plan.

Notwithstanding the foregoing, the holder of a TFSA or RDSP, the annuitant of an RRSP or RRIF or the subscriber of an RESP will be subject to a penalty tax in respect of Units held by such Plan if such Units are a “prohibited investment” for such Plan for the purposes of the Tax Act. The Units of an Evolve Fund will not be a “prohibited investment” for a trust governed by such a Plan unless the holder of the TFSA or RDSP, the annuitant of the RRSP or RRIF or the subscriber of the RESP, as applicable, (i) does not deal at arm’s length with the Evolve Fund for purposes of the Tax Act, or (ii) has a “significant interest” as defined in the Tax Act in the Evolve Fund. Generally, a holder, annuitant or subscriber, as the case may be, will not have a significant interest in an Evolve Fund unless the holder, annuitant or subscriber, as the case may be, owns interests as a beneficiary under the Evolve Fund that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Evolve Fund, either alone or together with persons and partnerships with which the holder, annuitant or subscriber, as the case may be, does not deal at arm’s length. In addition, the Units will not be a prohibited investment if such Units are “excluded property” as defined in the Tax Act for a trust governed by a TFSA, RDSP, RRSP, RRIF or RESP.

Holders, annuitants or subscribers should consult their own tax advisors with respect to whether Units of an Evolve Fund would be prohibited investments, including with respect to whether such Units would be excluded property.

### **Tax Implications of the Evolve Funds’ Distribution Policy**

The NAV per Unit of an Evolve Fund will, in part, reflect any income and gains of the Evolve Fund that have accrued or have been realized, but have not been made payable at the time Units of the Evolve Fund were acquired. Accordingly, a Holder of an Evolve Fund who acquires Units, including on a distribution of Units or on a reinvestment in Units, may become taxable on the Holder’s share of such income and gains of the Evolve Fund. In particular, an investor who acquires Units at any time in the year but prior to a distribution being paid or made payable will have to pay tax on the entire distribution (to the extent it is a taxable distribution) notwithstanding that such amounts may have been reflected in the price paid by the Holder for the Units. Further, where a Holder acquires Units in a calendar year after December 15 of such year, such Holder may become taxable on income earned or capital gains realized in the taxation year ending on December 15 of such calendar year but that had not been made payable before the Units were acquired.

## **ORGANIZATION AND MANAGEMENT DETAILS OF THE EVOLVE FUNDS**

### **Manager**

EFG is the trustee, manager, promoter (except for in respect of SHZ) and portfolio manager of the Evolve Funds and will be responsible for the administration of the Evolve Funds. In its capacity as portfolio manager, EFG is responsible for the oversight and provision of investment advisory services to FIXD by the Sub-Advisor. In addition, any decisions relating to Derivatives or currency hedging of the Units of FIXD, if any, shall remain the responsibility of the Manager. The Manager is registered as an investment fund manager and portfolio manager with the applicable Securities Regulatory Authorities in Canada. The registered office of the Evolve Fund and the Manager is located at 161 Bay Street, Suite 2700, Toronto, ON M5J 2S1.

The Manager performs or arranges for the performance of management services for the Evolve Funds and is responsible for the administration of the Evolve Funds. The Manager is entitled to fees for its services as manager under the Declaration of Trust as described under “Fees and Expenses” and will be reimbursed for all reasonable costs and expenses incurred by the Manager on behalf of the Evolve Funds.

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

Pursuant to the Declaration of Trust, the Manager has full authority and responsibility to manage and direct the business and affairs of the Evolve Funds, to make all decisions regarding the business of the Evolve Funds and to bind the Evolve Funds. The Manager may delegate certain of its powers to third parties where, in the discretion of the Manager, it would be in the best interests of the Evolve Funds to do so.

The Manager is responsible for providing, or causing to be provided, management, administrative and portfolio advisory and investment management services to the Evolve Fund. The Manager’s duties include, without limitation:

- (i) negotiating contracts with certain third-party service providers, including but not limited to investment managers, sub-advisors, custodians, registrars, transfer agents, auditors and printers;

- (ii) authorizing the payment of operating expenses incurred on behalf of the Evolve Funds;
- (iii) maintaining accounting records;
- (iv) preparing the reports to Unitholders and to the applicable Securities Regulatory Authorities;
- (v) calculating the amount and determining the frequency of distributions by the Evolve Funds;
- (vi) preparing financial statements, income tax returns and financial and accounting information as required;
- (vii) ensuring that Unitholders are provided with financial statements and other reports as are required from time to time by applicable law;
- (viii) ensuring that the Evolve Funds comply with all other regulatory requirements including continuous disclosure obligations under applicable securities laws;
- (ix) administering purchases, redemptions and other transactions in Units;
- (x) arranging for any payments required upon termination of the Evolve Funds;
- (xi) dealing and communicating with Unitholders;
- (xii) providing office facilities and personnel to carry out these services, if not otherwise furnished by any other service provider to the Evolve Funds;
- (xiii) monitoring the investment strategy of each Evolve Fund to ensure that each Evolve Fund complies with its investment objective, investment strategies and investment restrictions and practices; and
- (xiv) facilitating the execution of orders and investment recommendations provided by sub-advisors where required.

The Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Unitholders of the Evolve Funds, and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that the Manager will not be liable to an Evolve Fund or to any Unitholder or any other person for any loss or damage relating to any matter regarding that Evolve Fund, including any loss or diminution of value of the assets of the Evolve Fund if it has satisfied its standard of care set forth above.

The administration and management services of the Manager under the Declaration of Trust are not exclusive and nothing in the Declaration of Trust prevents the Manager from providing similar administrative and management services to other investment funds and other clients (whether or not their investment objectives and policies are similar to those of the Evolve Funds) or from engaging in other activities.

The Manager and each of its directors, officers, employees and agents may be indemnified out of the assets of the applicable Evolve Fund from and against all claims whatsoever, including costs, charges and expenses in connection therewith, brought, commenced or prosecuted against it for or in respect of any act, deed, matter or thing whatsoever made, done or omitted in or in relation to the execution of its duties to the applicable Evolve Fund as long as the person acted honestly and in good faith with a view to the best interests of the Evolve Fund.

The Manager may resign upon 90 days' prior written notice to the Trustee or upon such lesser notice period as the Trustee may accept. The Manager may also be removed by the Trustee on at least 90 days' written notice to the Manager. The Manager is deemed to have resigned if the Manager ceases to (i) be resident in Canada for the purposes of the Tax Act; or (ii) carry out its functions of managing the Evolve Funds in Canada. The Trustee shall make every effort to select and appoint a successor manager prior to the effective date of the Manager's resignation.

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

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

***Name and Municipality of  
Residence***

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RAJ LALA  
Toronto, Ontario

MICHAEL SIMONETTA  
Toronto, Ontario

ELLIOT JOHNSON  
TORONTO, ONTARIO

KEITH CRONE

***Position with the Manager and Principal Occupation***

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**President, Chief Executive Officer, Director and Ultimate Designated Person, EFG**

Prior to founding EFG, Raj Lala served as Head of WisdomTree Canada – a division of WisdomTree Investments Inc., one of the world’s largest ETF issuers. Prior to this, Mr. Lala was Executive Vice President and Head of Retail Markets for Fiera Capital Corporation, a prominent Canadian investment management firm with over \$100 billion in assets under management. Mr. Lala co-founded and served as President and CEO of Propel Capital Corporation (which was acquired by Fiera Capital Corporation in September 2014). Propel raised approximately \$1 billion in structured products in its five years of operation. Prior to Propel, Mr. Lala worked with Jovian Capital. Mr. Lala held several roles at Jovian including President of JovFunds Inc., an asset management division of Jovian Capital. Mr. Lala holds a Bachelor’s degree in Economics from the University of Toronto (1994).

**Chairman, Chief Financial Officer and Director, EFG**

Mr. Simonetta has a broad background in management, investment and capital markets. Mr. Simonetta was one of the founding partners of First Asset Management Inc. (“FAMI”), and served as President and CEO of FAMI from 1997 to 2006. At the time FAMI was sold in 2005, FAMI managed in excess of \$30 billion in assets and was one of Canada’s top ten largest companies in the pension and high net worth asset management business. FAMI’s affiliates have included: Beutel, Goodman & Company Ltd.; Foyston Gordon & Payne, Inc.; Deans Knight Capital Management Ltd., Montrusco Bolton Investments Inc.; Covington Capital Corporation; First Asset Funds Inc. (formerly Triax Capital Corporation); and Northwest Mutual Funds Inc. FAMI was sold in 2005 to Affiliated Managers Group, Inc. (NYSE: AMG), a publicly listed investment management company based in Boston. Mr. Simonetta is a member of the Institute of Chartered Accountants of Ontario, obtaining his C.A. designation in 1984 while achieving Top 20 Honour Roll standing, and holds a Bachelor of Arts from the University of Waterloo (1983 – Gold Medal).

**Chief Investment Officer, Chief Operating Officer, Chief Compliance Officer, Corporate Secretary and Director, EFG**

Prior to joining EFG, Mr. Johnson was Senior Vice President, Retail Markets at Fiera Capital Corporation, a prominent Canadian investment management firm. Prior to this role, Mr. Johnson served as Chief Operating Officer of Fiera Quantum Limited Partnership, an alternative investment manager. From 2010 to 2012, Mr. Johnson led technology management for a number of business lines at National Bank of Canada. Prior to 2012 he spent 13 years at GMP Capital Corp. in a variety of management roles across institutional brokerage, wealth management and asset management businesses. Mr. Johnson holds the Canadian Investment Manager (CIM) designation, the Derivatives Markets Specialist (DMS) designation and is a Fellow of the Canadian Securities Institute (FCSI). Mr. Johnson serves as a trustee on the boards of the Upper Canada College Foundation, and Trinity College at the University of Toronto where he is Chair of the Committee on Investments.

**Executive Vice President, Head of Marketing and Director, EFG**

**Name and Municipality of Residence**

**Position with the Manager and Principal Occupation**

Toronto, Ontario

Prior to joining EFG, Mr. Crone served as Vice President, Retail Markets at Fiera Capital Corporation, a prominent Canadian investment management firm with over \$100 billion in assets under management. Mr. Crone served as Vice President and Partner of Propel Capital Corporation (which was acquired by Fiera Capital Corporation in September 2014). Propel raised approximately \$1 billion in structured products in its five years of operation. Prior to Propel, Mr. Crone served as Senior Vice President, Sales within JovFunds Inc., the specialty investment arm of Jovian Capital Corporation. Prior to 2005, Mr. Crone served in various sales and marketing capacities at Dynamic Funds, which is now a wholly-owned subsidiary of Scotiabank.

The Manager's portfolio management team, under the supervision of the Manager's chief investment officer, is responsible for executing the investment strategies of SHZ, EDGE and SEED. Portfolio decisions made are made in a team-oriented manner, and such decisions are not subject to the oversight, approval or ratification of a committee.

**Sub-Advisor for FIXD**

Pursuant to a portfolio management sub-advisory agreement (the "**FGP Sub-Advisory Agreement**") between the Manager and Foyston, Gordon & Payne Inc., the Manager appointed Foyston, Gordon & Payne Inc. as an investment sub-advisor for FIXD. Foyston, Gordon & Payne Inc. is currently registered in the category of adviser as a portfolio manager with the Ontario Securities Commission and with each of the other provincial and territorial regulatory authorities in Canada.

Foyston, Gordon & Payne Inc. has approximately C\$12.1 billion in assets under management as of January 31, 2019, including \$2.4 billion in fixed income. The Sub-Advisor will principally provide its services to FIXD in Toronto, Ontario, Canada. The Sub-Advisor carries out its advisory activities from 1 Adelaide Street East, Suite 2600, P.O. Box 200, Toronto, Ontario M5C 2V9.

The following officer of Foyston, Gordon & Payne Inc. is principally responsible for the portfolio management of FIXD:

**Name and Municipality of Residence**    **Position with Foyston, Gordon & Payne Inc.**    **Principal Occupation**

RYAN DOMSY CFA, MECON,  
FRM

Vice President & Portfolio Manager - Portfolio Manager  
Fixed Income

TORONTO, ONTARIO

Ryan Domsy is Vice President and Portfolio Manager, responsible for managing the Foyston, Gordon & Payne Preferred Share Fund and the Enhanced Yield Fixed Income mandates, and co-managing the Foyston, Gordon & Payne Corporate Bond mandates. Ryan started his career at DBRS, where he was a senior financial analyst covering public finance and infrastructure credits. Ryan is a graduate of Queen's University (Master of Economics), holds the Financial Risk Manager designation and holds the Chartered Financial Analyst designation. He is a member of Foyston, Gordon & Payne's Investment Committee.

The investment decisions made by this individual are not subject to oversight, approval or ratification.

**FGP Sub-Advisory Agreement**

Under the FGP Sub-Advisory Agreement, the Sub-Advisor is required to act at all times on a basis which is fair and reasonable to FIXD, to act honestly and in good faith with a view to the best interests of FIXD, and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in comparable circumstances. The FGP Sub-Advisory Agreement provides that the Sub-Advisor, any of its affiliates or any of its or their officers, directors, members, equity holders or employees will not be liable in any way to the

parties indemnified under the FGP Sub-Advisory Agreement for any default, failure or defect in any of the securities comprising the FIXD portfolio unless it fails to satisfy the standard of care, diligence and skill set forth above.

The FGP Sub-Advisory Agreement further provides that the Sub-Advisor will not be liable for any losses in the NAV of FIXD unless it fails to satisfy the standard of care, diligence and skill set forth above. Pursuant to the FGP Sub-Advisory Agreement, the Sub-Advisor any of its affiliates or any of its or their officers, directors, members, equity holders and employees shall be indemnified from the assets of FIXD against all losses (other than loss of profits), expenses and liabilities incurred by any of them in connection with any matter relating to their respective duties under the FGP Sub-Advisory Agreement, unless caused by a material breach or misconduct of such person's obligations under the FGP Sub-Advisory Agreement or an act or omission involving wilful misconduct, bad faith, actual fraud, gross negligence or reckless disregard of such person's duties under the FGP Sub-Advisory Agreement.

The Sub-Advisor may terminate the FGP Sub-Advisory Agreement, without payment of any penalty in accordance with the FGP Sub-Advisory Agreement, including in the following circumstances: (i) subject to a minimum term of one year, upon 120 days' written notice to the Manager; (ii) in the event that the Manager is in material breach of the FGP Sub-Advisory Agreement and the material breach has not been cured within 20 Business Days' (as defined in the FGP Sub-Advisory Agreement) notice thereof to the Manager; (iii) if there is a material change in the investment objectives, investment strategies and/or investment restrictions of FIXD to which the Sub-Advisor has not previously agreed; (iv) if there is a dissolution and commencement of winding-up of FIXD; (v) if FIXD becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of FIXD or a substantial portion of its assets; or (vi) if the assets of FIXD become subject to seizure or confiscation by any public or governmental organization.

The Manager may terminate the FGP Sub-Advisory Agreement, without payment of any penalty in accordance with the FGP Sub-Advisory Agreement, including in the following circumstances: (i) subject to a minimum term of one year, upon 120 days' written notice to the Sub-Advisor; (ii) subject to a minimum term of one year, upon 60 days' written notice to the Sub-Advisor, provided that the Manager assumes the portfolio management services required by FIXD; (iii) in the event that the Sub-Advisor is in material breach of the FGP Sub-Advisory Agreement and the material breach has not been cured within 20 Business Days' notice thereof to the Sub-Advisor; (iv) if there is a dissolution and commencement of winding-up of the Sub-Advisor (except a voluntary dissolution or voluntary liquidation as the case may be for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the parties); (v) if the Sub-Advisor becomes bankrupt or insolvent or makes a general assignment for the benefit of the creditors or a receiver is appointed in respect of the Sub-Advisor or a substantial portion of the assets of the Sub-Advisor; (vi) if the assets of the Sub-Advisor become subject to seizure or confiscation by any public or governmental organization; (vii) if the Sub-Advisor has lost any registration, license or other authorization or cannot rely on an exemption therefrom required by the Sub-Advisor for it to perform the services delegated to it thereunder; or (viii) if the Sub-Advisor acted with wilful misconduct, fraud or gross negligence.

The FGP Sub-Advisory Agreement will not be subject to termination under clause (iii) in the preceding paragraph if a material breach by the Sub-Advisor cannot be cured within 20 Business Days' notice thereof but the Sub-Advisor commences the cure within the 20 Business Day period and completes the cure within 30 days of such notice. In addition, if the Sub-Advisor purchases a security for the portfolio of FIXD or takes any other action with respect to the assets of FIXD that through inadvertence violates any investment strategy or restriction set forth in the FGP Sub-Advisory Agreement and the violation has or will have a material adverse effect on the portfolio of FIXD, then it will not be considered a material breach for purposes of the termination right in clause (iii) in the preceding paragraph if the Sub-Advisor takes action that returns the portfolio of FIXD to compliance with such investment strategy or restriction within the cure period described above, as the same may be extended by agreement in writing by all the parties to the FGP Sub-Advisory Agreement.

The Manager is responsible for payment of the investment management fees of the Sub-Advisor out of the Management Fee.

### **Brokerage Arrangements**

The Manager may utilize various brokers to effect securities transactions on behalf of the Evolve Funds. These brokers may directly provide the Manager with research and related services, in addition to executing transactions. Although each Evolve Fund may not benefit equally from each research and related service received from a broker, the Manager will endeavour to ensure that all of the Evolve Funds receive an equitable benefit over time. The Manager will monitor and evaluate the execution performance of its brokers with a view to determining whether steps should be taken to



improve the quality of trade execution. When determining whether a broker should be added to the Manager's list of approved brokers, there are numerous factors that are considered including transaction cost, value of research, type and size of an order, speed and certainty of execution, responsiveness and trade matching quality.

Approved brokers will be monitored on a regular basis to ensure that the value of the goods and services, as outlined above, provides a reasonable benefit as compared to the amount of brokerage commissions paid for the goods and services.

### **Conflicts of Interest**

The administration, management and investment advisory services of the Manager and the Sub-Advisor are not exclusive and nothing in the Declaration of Trust or the FGP Sub-Advisory Agreement prevents the Manager or the Sub-Advisor from providing similar services to other investment funds and other clients (whether or not their investment objectives and policies are similar to those of the Evolve Funds) or from engaging in other activities.

Investments in securities purchased by the Manager or the Sub-Advisor on behalf of an Evolve Fund and other investment funds managed by the Manager or Sub-Advisor will be allocated to the Evolve Fund and such other investment funds on a fair and equitable basis according to the size of the order and the applicable investment restrictions and policies of the Evolve Funds and the other investment funds.

When it is determined that it would be appropriate for the Evolve Funds and one or more other investment accounts managed by the Manager or the Sub-Advisor or its affiliates to participate in an investment opportunity, the Manager and the Sub-Advisor will seek to make such investments for all of the participating investment accounts, including the Evolve Funds, on an equitable basis, taking into account such factors as the relative amounts of capital available for new investments and the investment programs and portfolio positions of the Evolve Funds and the affiliated entities for which participation is appropriate. Orders may be combined for all such accounts, and if any order is not filled at the same price, they may be allocated on an average price basis. Similarly, if an investment for the account of more than one account cannot be fully executed under prevailing market conditions, investments may be allocated among the different accounts on a basis which the Manager or the Sub-Advisor or its affiliates consider equitable. The Manager and the Sub-Advisor may recommend that the Evolve Funds sell a security, while not recommending such sale for other accounts in order to enable the Evolve Funds to have sufficient liquidity to honor Unitholders' repurchase requests.

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

The Manager and the Sub-Advisor may at times have interests that differ from the interests of the Unitholders. Where the Manager, the Sub-Advisor or their respective affiliates otherwise perceive in the course of business, that they are or may be in a material conflict of interest position, the matter will be referred to the IRC. The IRC will consider all matters referred to it and provide its recommendations to the Manager as soon as possible. In evaluating these conflicts of interest, potential investors should be aware that the Manager and the Sub-Advisor have a responsibility to the Unitholders to exercise good faith and fairness in all dealings affecting the Evolve Funds. In the event that a Unitholder believes that the Manager or the Sub-Advisor has violated its duty to such Unitholder, the Unitholder may seek relief for itself or on behalf of an Evolve Fund to recover damages from or to require an accounting by the Manager. Unitholders should be aware that the performance by the Manager and Sub-Advisor of its responsibilities to an Evolve Fund will be measured in accordance with (i) the provisions of the agreement by which the Manager and the Sub-Advisor have been appointed to its position with the Evolve Fund; and (ii) applicable laws.

Neither the Designated Broker nor any Dealer has been involved in the preparation of this prospectus or has performed any review of the contents of this prospectus and, as such, the Designated Broker and the Dealers do not perform many of the usual underwriting activities in connection with the distribution by the Evolve Funds of its Units under this prospectus. Units of an Evolve Fund do not represent an interest or an obligation of the Designated Broker, any Dealer or any affiliate thereof and a Unitholder does not have any recourse against any such parties in respect of amounts payable by an Evolve Fund to the Designated Broker or applicable Dealers.

A registered dealer acts as the Designated Broker and one or more registered dealers acts or may act as a Dealer and/or a market maker. These relationships may create actual or perceived conflicts of interest that investors should consider in relation to an investment in an Evolve Fund. In particular, by virtue of these relationships, these registered dealers may profit from the sale and trading of Units. The Designated Broker, as market maker of an Evolve Fund in the

secondary market, may therefore have economic interests that differ from, and may be adverse to, those of Unitholders. Any such registered dealer and its affiliates may, at present or in the future, engage in business with an Evolve Fund, with the issuers of securities making up the investment portfolio of an Evolve Fund or with the Manager or any funds sponsored by the Manager or its affiliates, including by making loans, entering into Derivative transactions or providing advisory or agency services to the Manager or its affiliates. In addition, the relationship between any such registered dealer and its affiliates and the Manager and its affiliates may extend to other activities, such as being part of a distribution syndicate for other funds sponsored by the Manager or its affiliates.

See also “Other Material Facts”.

### **Independent Review Committee**

As required by NI 81-107, the Manager has established an IRC to review all conflicts of interest matters identified and referred to the IRC by the Manager relating to the Evolve Funds. The IRC reviews and gives its approval or recommendations as to the conflict of interests matters referred to it. A conflict of interest matter is a situation where a reasonable person would consider the Manager or an entity related to the Manager to have an interest that conflicts with the Manager’s ability to act in good faith and in the best interest of the Evolve Funds. The IRC is also required to approve certain reorganizations involving the Evolve Funds and any change of the auditors of the Evolve Funds.

The IRC is made up of members who are independent. The Manager considers that an individual is independent if the individual is not a director, officer or employee of any of the Manager or an affiliate of the Manager for at least 5 years. In addition, the individual must be independent of management and free from any interest and any business or other relationship that could, or could reasonably be perceived to, materially interfere with the individual’s ability to act with the view to the best interest of the Evolve Funds.

The members of the IRC are Kevin Drynan (Chair), Rod McIsaac and Mark Leung.

The IRC has a written charter that sets out its powers, duties and responsibilities. Additionally, pursuant to NI 81-107, the IRC assesses, at least annually, the adequacy and effectiveness of the following: the Manager’s policies and procedures regarding conflict of interest matters; any standing instructions that the IRC gave to the Manager for conflict of interest matters related to the Evolve Funds; the compliance of the Manager and each Evolve Fund with any conditions imposed by the IRC on a recommendation or approval it has provided to the Manager; the independence and compensation of its members; the IRC’s effectiveness as a committee; and the contribution of each member to the IRC.

The IRC prepares a report for Unitholders, at least annually, of its activities. Such report is made available on the Manager’s website at [www.evolvefunds.com](http://www.evolvefunds.com) or, at the request of a Unitholder and at no cost, by calling the Manager at (416)-214-4884 or toll-free at 1-844-370-4884 or by sending an email request to [info@evolvefunds.com](mailto:info@evolvefunds.com).

The members of the IRC are paid an annual fee for serving on the IRC of the investment funds in the EFG family of funds. Each investment fund, including the Evolve Funds, is responsible for a portion of that fee, which is allocated by the Manager among the various funds. Currently, annual fees are payable to the following members of the IRC as follows: Kevin Drynan (Chair, \$3,000), Rod McIsaac (\$2,250) and Mark Leung (\$2,250). In addition to the annual fee, each IRC member will receive an additional \$2,000 for each additional meeting held after the first two meetings in any year.

The investment funds in the EFG family of funds all share the same IRC. Fees and expenses of the IRC are borne and shared by all of the investment funds in the EFG family of funds.

### **Trustee**

Pursuant to the Declaration of Trust, the Manager is also the trustee of the Evolve Funds. The Trustee may resign upon 90 days’ notice to Unitholders and the Manager. The Trustee must be removed if the Trustee ceases to (i) be resident in Canada for purposes of the Tax Act; (ii) carry out its function of managing the Evolve Funds in Canada; or (iii) exercise the main powers and discretions of the Trustee in respect of the Evolve Funds in Canada. If the Trustee resigns or if it becomes incapable of acting as trustee, the Trustee may appoint a successor trustee prior to its resignation, and its resignation shall become effective upon the acceptance of such appointment by its successor. If no successor has been appointed within 90 days after the Trustee has provided the Manager with 90 days’ notice of its intention to resign, the Evolve Funds will be terminated, and the property of the Evolve Funds shall be distributed in accordance with the terms of the Declaration of Trust.

The Declaration of Trust provides that the Trustee shall act honestly, in good faith and in the best interests of each Evolve Fund and shall perform its duties to the standard of care that a reasonably prudent person would exercise in the circumstances. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the Trustee and indemnifying the Trustee in respect of certain liabilities incurred by it in carrying out the Trustee's duties.

At any time during which the Manager is the trustee, the Manager will receive no fee in respect of the provision of services as trustee.

### **Custodian**

CIBC Mellon Trust Company, at its principal office in Toronto, Ontario, is custodian of the assets of the Evolve Funds pursuant to the Custodian Agreement. The Custodian has appointed qualified foreign sub-custodians in each jurisdiction in which the Evolve Funds have securities. The Manager or the Custodian may terminate the Custodian Agreement at any time upon ninety (90) days' written notice.

The Custodian is entitled to receive fees from the Manager as described under "Fees and Expenses" and to be reimbursed for all expenses and liabilities that are properly incurred by the Custodian in connection with the activities of the Evolve Funds.

### **Auditors**

The auditors of the Evolve Funds are Ernst & Young LLP located at its principal offices in Toronto, Ontario. The auditors of the Evolve Funds may not be changed unless the IRC has approved the change and Unitholders have received at least 60 days' notice before the effective date of the change, or as otherwise required by Canadian Securities Legislation.

### **Registrar and Transfer Agent**

TSX Trust Company, at its principal offices in Toronto, Ontario, is the Registrar and Transfer Agent for the Evolve Funds pursuant to registrar and transfer agency agreements entered into as of the date of the initial issuance of Units of each Evolve Fund.

### **Fund Administrator**

CIBC Mellon Global Securities Services Company, at its principal offices in Toronto, Ontario, is the Fund Administrator. The Fund Administrator is responsible for certain aspects of the day-to-day administration of the Evolve Fund, including NAV calculations, accounting for net income and net realized capital gains of the Evolve Fund and maintaining books and records with respect to the Evolve Fund.

### **Lending Agent**

The Bank of New York Mellon may act as the securities lending agent for SHZ, EDGE and FIXD and Canadian Imperial Bank of Commerce may act as the securities lending agent for SEED pursuant to a securities lending authorization agreement (a "**Securities Lending Agreement**") to be entered into between the Lending Agent, EFG, in its capacity as manager of the applicable Evolve Fund, and the applicable Lending Agent. The Lending Agents are not affiliates or associates of the Manager. The Manager or the Lending Agents may terminate the applicable Securities Lending Agreement upon thirty (30) days' written notice to the other parties at any time.

Under the applicable Securities Lending Agreement, the collateral posted by a securities borrower to the applicable Evolve Fund will be required to have an aggregate value of not less than 102% of the market value of the loaned securities. In addition to the collateral held by the applicable Evolve Fund, the Evolve Fund will also benefit from a borrower default indemnity provided by the applicable Lending Agent. The applicable Lending Agent's indemnity will provide for the replacement of a number of securities equal to the number of unreturned loaned securities.

### **Promoter**

The Manager has taken the initiative in founding and organizing the Evolve Funds (other than SHZ) and is, accordingly, the promoter of the Evolve Funds (other than SHZ) within the meaning of securities legislation of certain provinces and territories of Canada. The Manager, in its capacity as manager of the Evolve Funds, receives compensation from the Evolve Fund. See "Fees and Expenses".

## CALCULATION OF NET ASSET VALUE

The NAV and NAV per Unit of an Evolve Fund are calculated by the Fund Administrator as of the Valuation Time on each Valuation Date. The NAV of an Evolve Fund on a particular date is equal to the aggregate value of the assets of the Evolve Fund less the aggregate value of the liabilities of the Evolve Fund, including any accrued management and administration fees and any income, net realized capital gains or other amounts payable to Unitholders on or before such date, expressed in Canadian dollars. The NAV per Unit on any day is obtained by dividing the NAV of an Evolve Fund on such day by the applicable number of Units of that Evolve Fund then outstanding.

### Valuation Policies and Procedures of the Evolve Funds

In determining the NAV of each Evolve Fund at any time, the Fund Administrator uses the following valuation principles:

- a) cash on hand or on deposit, bills, demand notes, accounts receivable, prepaid expenses, cash dividends received or receivable and interest accrued and not yet received, shall be deemed to be the face value thereof unless the Manager has determined that any such deposit, bill, demand note, account receivable, prepaid expense, cash dividend received or receivable or interest is not worth the full face value, in which event the value thereof shall be deemed to be such value as the Manager determines to be reasonable;
- b) bonds, debentures, notes, money market instruments and other obligations shall be valued by taking the average of the most recently available bid and asked quotations at the Valuation Time on the Valuation Date;
- c) loans shall be valued at the Valuation Time on the Valuation Date in the following manner:
  - (i) the bid-side quote determined by any of Loan Pricing Corporation, MarkIt Partners or any other nationally recognized loan pricing service selected by the Manager, as applicable; or
  - (ii) if such quote described in clause (i) above is not available, the average of the bid-side quotes determined by the Manager, as applicable, from three independent broker-dealers active in the trading of such asset; or (A) if only two such bids can be obtained, the average of the bid-side quotes of such two bids; or (B) if only one such bid can be obtained, such bid; or
  - (iii) if such quote or bid described in clauses (i) and (ii) above are not available, the value of such loan (expressed as a percentage of par) shall be the value assigned by the Manager based on its best estimate of fair value, taking into consideration all relevant factors, including, but not limited to, the earnings and cash flow of the applicable obligor, comparable loans and/or obligors in the market, credit ratings and/or market credit spreads, interest rate levels, liquidity levels and position concentration levels;
- d) any security which is listed or dealt in upon a stock exchange shall be valued at its current market value;
- e) any security which is not listed or dealt in upon a stock exchange shall be valued at the most recently available sale price on the Valuation Date, or if such sale price is unavailable, the average of the bid and asked quotations immediately prior to the Valuation Time on the Valuation Date shall be used;
- f) restricted securities shall be valued at the lesser of:
  - (i) the value thereof based on reported quotations in common use; and
  - (ii) that percentage of the market value of securities of the same class, the trading of which is not restricted or limited by reason of any representation, undertaking or agreement or by law, equal to the percentage that the Evolve Fund's acquisition cost was of the market value of such securities at the time of acquisition, as applicable, provided that a gradual taking into account of the actual value of the securities may be made where the date on which the restrictions will be lifted is known;
- g) purchased or written clearing corporation options, options on futures, over-the-counter options, debt-like securities and listed warrants shall be valued at the current market value thereof;
- h) where a covered clearing corporation option, option on futures or over-the-counter option is written, the premium received by the Evolve Fund shall be reflected as a deferred credit which shall be valued at an

amount equal to the current market value of the clearing corporation option, option on futures or over-the-counter option that would have the effect of closing the position. Any difference resulting from revaluation shall be treated as an unrealized gain or loss on investment. The deferred credit shall be deducted in arriving at the NAV. The securities, if any, which are the subject of a written clearing corporation option or over-the-counter option shall be valued at their current market value;

- i) the value of a futures contract, forward contract or other Derivatives, such as swap contracts or options on financial futures, shall be the gain or loss with respect thereto that would be realized if, at the Valuation Time, the position in the futures contract, or the forward contract, as the case may be, were to be closed out in accordance with its terms, unless “daily limits” are in effect, in which case fair value shall be based on the current market value of the underlying interest;
- j) margin paid or deposited in respect of futures contracts and forward contracts shall be reflected as an account receivable and margin consisting of assets other than cash shall be noted as held as margin;
- k) translating amounts in a foreign currency to Canadian currency shall be based on the rate of exchange in effect on the applicable Valuation Date, as quoted by a recognized source, at the Manager’s sole discretion;
- l) if any Valuation Date is not a business day in any jurisdiction which is relevant for the purposes of valuing investments of the Evolve Funds, the prices or quotations as of the preceding business day in such jurisdiction shall be used for the purposes of such valuation;
- m) any security purchased, the purchase price of which has not been paid, shall be included for valuation purposes as a security held, and the purchase price, including brokers’ commissions and other expenses, shall be treated as a liability of the Evolve Fund;
- n) any security sold, but not delivered, pending receipt of the proceeds, shall be excluded for valuation purposes as a security held, and the selling price, net of brokers’ commissions and other expenses, shall be treated as an asset of the Evolve Fund; and
- o) if any investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Manager to be inappropriate under the circumstances, then notwithstanding the foregoing rules, the Manager shall make such valuation as it considers fair and reasonable.

Unless otherwise indicated, for purposes hereof, “current market value” means the most recently available sale price applicable to the relevant security on the principal exchange on which it is traded immediately preceding the Valuation Time on the Valuation Date, provided that, if no sale has taken place on a Valuation Date, the average of the bid and asked quotations immediately prior to the Valuation Time on the Valuation Date shall be used.

For the purposes of the foregoing valuation policies, quotations may be obtained from any report in common use, or from a reputable broker or other financial institutions, provided always that the Manager shall retain sole discretion to use such information and methods as it deems to be necessary or desirable for valuing the assets of the Evolve Funds, including the use of a formula computation.

If any investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Manager to be inappropriate under the circumstances, then notwithstanding the foregoing rules, the Manager shall make such valuation as it considers fair and reasonable under the circumstances and, if there is an industry practice, in a manner consistent with such industry practice for valuing such investment.

Pursuant to NI 81-106, investment funds calculate their NAV using fair value for purposes of securityholder transactions. The Manager considers the policies above to result in fair valuation of the securities held by the Evolve Funds in accordance with NI 81-106 and such policies have been approved by the Board of Directors of the Manager. Net assets of the Evolve Funds will continue to be calculated in accordance with the rules and policies of the Canadian Securities Administrators or any exemption therefrom that the Evolve Funds may obtain.

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

The Manager will publish the NAV and NAV per Unit for the Evolve Fund following the Valuation Time on the Valuation Date on its website at [www.evolvefunds.com](http://www.evolvefunds.com).

## ATTRIBUTES OF THE SECURITIES

### **Description of the Securities Distributed**

Each Evolve Fund is authorized to issue an unlimited number of classes or series of redeemable, transferable Units, each of which represents an undivided interest in the net assets of that Evolve Fund. Units are denominated in Canadian dollars.

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 default, obligation or liability of the trust if, when the 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 the Province of Ontario. Each Evolve Fund is a reporting issuer under the *Securities Act* (Ontario) and each Evolve Fund is governed by the laws of Ontario by virtue of the provisions of the Declaration of Trust.

### ***Certain Provisions of the Units***

Each Unit entitles the holder thereof to one vote at meetings of Unitholders and to participate equally with all other Units with respect to all payments made to Unitholders, other than Management Fee Distributions, including distributions of net income and net realized capital gains and, on liquidation, to participate equally in the net assets of the Evolve Fund remaining after satisfaction of any outstanding liabilities that are attributable to the Units. Notwithstanding the foregoing, an Evolve Fund may allocate and designate as payable certain capital gains to a Unitholder whose Units are being redeemed or exchanged as described under “Exchange and Redemption of Units – Allocations of Capital Gains to Redeeming or Exchanging Unitholders”. All Units will be fully paid, with no liability for future assessments, when issued and will not be transferable except by operation of law. Unitholders are entitled to require the Evolve Fund to redeem their Units as outlined under “Exchange and Redemption of Units – Redemption of Units of an Evolve Fund for Cash”.

### ***Exchange of Units for Baskets of Securities***

As set out under “Exchange and Redemption of Units – Exchange of Units of an Evolve Fund at NAV per Unit for Baskets of Securities and/or Cash”, Unitholders may exchange the applicable PNU (or an integral multiple thereof) of an Evolve Fund on any Trading Day for Baskets of Securities and/or cash, subject to the requirement that a minimum PNU be exchanged.

### ***Redemptions of Units for Cash***

On any Trading Day, Unitholders may redeem Units of any Evolve Fund for cash at a redemption price per Unit equal to 95% of the closing price for the applicable Units on the applicable Designated Exchange, on the effective day of redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit on the effective day of redemption, less any applicable administrative fee determined by the Manager, in its sole discretion, from time to time. Because Unitholders will generally be able to sell Units at the market price on the applicable Designated Exchange, through a registered broker or dealer subject only to customary brokerage commissions, Unitholders are advised to consult their brokers, dealers or investment advisers before redeeming their Units for cash.

### ***Modification of Terms***

All rights attached to the Units may only be modified, amended or varied in accordance with the terms of the Declaration of Trust. See “Unitholder Matters – Amendments to the Declaration of Trust”.

The Manager may amend the Declaration of Trust from time to time to redesignate the name of an Evolve Fund or to create a new class or series of units of an Evolve Fund without notice to existing Unitholders.

### ***Voting Rights in the Portfolio Securities***

Holders of Units will not have any voting rights in respect of the securities in an Evolve Fund’s portfolio.

## UNITHOLDER MATTERS

### Meetings of Unitholders

Meetings of Unitholders of an Evolve Fund will be held if called by the Manager or upon the written request to the Manager of Unitholders of the Evolve Fund holding not less than 25% of the then outstanding Units of the Evolve Fund.

### Matters Requiring Unitholder Approval

NI 81-102 requires a meeting of Unitholders of an Evolve Fund to be called to approve certain changes as follows:

- (i) the basis of the calculation of a fee or expense that is charged to the Evolve Fund or its Unitholders is changed in a way that could result in an increase in charges to the Evolve Fund or to its Unitholders, except where (a) the Evolve Fund is at arm's length with the person or company charging the fee; and (b) the Unitholders have received at least 60 days' notice before the effective date of the change;
- (ii) a fee or expense, to be charged to the Evolve Fund or directly to its Unitholders by the Evolve Fund or the Manager in connection with the holding of Units that could result in an increase in charges to the Evolve Fund or its Unitholders, is introduced;
- (iii) the Manager is changed, unless the new manager of the Evolve Fund is an affiliate of the Manager;
- (iv) the fundamental investment objective of the Evolve Fund is changed;
- (v) the Evolve Fund decreases the frequency of the calculation of its NAV per Unit;
- (vi) other than a Permitted Merger (as defined below) for which Unitholder approval is not required, the Evolve Fund undertakes a reorganization with, or transfers its assets to, another mutual fund, if the Evolve Fund ceases to continue after the reorganization or transfer of assets and the transaction results in the Unitholders becoming securityholders in the other mutual fund;
- (vii) the Evolve Fund undertakes a reorganization with, or acquires assets from, another mutual fund, if the Evolve Fund continues after the reorganization or acquisition of assets, the transaction results in the securityholders of the other mutual fund becoming Unitholders, and the transaction would be a material change to the Evolve Fund; or
- (viii) any matter which is required by the constitutive documents of the Evolve Fund, by the laws applicable to the Evolve Fund or by any agreement to be submitted to a vote of the Unitholders.

In addition, the auditors of an Evolve Fund may not be changed unless the IRC of the Evolve Fund has approved the change and Unitholders have received at least 60 days' notice before the effective date of the change.

Approval of Unitholders of any such matter will be given if a majority of the votes cast at a meeting of Unitholders duly called and held for the purpose of considering the same approve the related resolution.

### Amendments to the Declaration of Trust

The Trustee may amend the Declaration of Trust from time to time but may not, without the approval of a majority of the votes of Unitholders of the Evolve Fund voting at a meeting of Unitholders duly called for such purpose, make any amendment relating to any matter in respect of which NI 81-102 requires a meeting, as set out above, or any amendment that will adversely affect the voting rights of Unitholders. All Unitholders of an Evolve Fund shall be bound by an amendment affecting the Evolve Fund from the effective date of the amendment.

### Permitted Mergers

An Evolve Fund may, without Unitholder approval, enter into a merger or other similar transaction (a "**Permitted Merger**") that has the effect of combining that Evolve Fund with any other investment fund or funds that have investment objectives, valuation procedures and fee structures that are similar to the Evolve Fund, subject to:

- (i) approval of the merger by the IRC;
- (ii) compliance with certain merger pre-approval conditions set out in NI 81-102; and
- (iii) written notice being sent to Unitholders at least 60 days before the effective date of the merger.

In connection with a Permitted Merger, the merging funds will be valued at their respective NAVs and Unitholders of the Evolve Fund will be offered the right to redeem their Units for cash at the applicable NAV per Unit.

### **Accounting and Reporting to Unitholders**

The fiscal year-end of the Evolve Funds is December 31. The Evolve Funds will deliver or make available to Unitholders: (i) audited annual financial statements; (ii) unaudited interim financial statements; and (iii) annual and interim management reports of fund performance. Such documents are, or will be, incorporated by reference into, and form an integral part of, this prospectus. See “Documents Incorporated by Reference”.

Each Unitholder will also be mailed annually, by his, her or its broker, as and when required under applicable law, information necessary to enable such Unitholder to complete an income tax return with respect to amounts paid or payable by each Evolve Fund owned by such Unitholder in respect of the preceding taxation year of such Evolve Fund. Neither the Manager nor the Registrar and Transfer Agent is responsible for tracking the adjusted cost base of a Unitholder’s Units. Unitholders should consult with their tax or investment adviser in respect of how to compute the adjusted cost base of their Units and in particular how distributions made by the Evolve Fund to a Unitholder affect the Unitholder’s tax position. See “Income Tax Considerations”.

The Manager will ensure that each Evolve Fund complies with all applicable reporting and administrative requirements. The Manager will also ensure that adequate books and records are kept reflecting the activities of each Evolve Fund. A Unitholder or his, her or its duly authorized representative has the right to examine the books and records of the applicable Evolve Fund during normal business hours at the offices of the Fund Administrator. Notwithstanding the foregoing, a Unitholder shall not have access to any information that, in the opinion of the Manager, should be kept confidential in the interests of the Evolve Funds.

### **International Information Reporting**

Part XVIII of the Tax Act imposes due diligence and reporting obligations on “reporting Canadian financial institutions” in respect of their “U.S. reportable accounts”. Each Evolve Fund is a “reporting Canadian financial institution” but as long as Units continue to be registered in the name of CDS, the Evolve Funds should not have any “U.S. reportable accounts” and, as a result, an Evolve Fund should not be required to provide information to the CRA in respect of its Unitholders. However, dealers through which Unitholders hold their Units are subject to due diligence and reporting obligations with respect to financial accounts they maintain for their clients. Accordingly, Unitholders may be requested to provide information to their dealer to identify U.S. persons holding Units. If a Unitholder is a U.S. person (including a U.S. citizen) or if a Unitholder does not provide the requested information, Part XVIII of the Tax Act will generally require information about the Unitholder’s investments held in the financial account maintained by the dealer to be reported to the CRA, unless the investments are held within a Plan. The CRA is expected to provide that information to the U.S. Internal Revenue Service.

Part XIX of the Tax Act implements the Organization for Economic Co-operation and Development Common Reporting Standard (the “**CRS Legislation**”). Pursuant to the CRS Legislation, “Canadian financial institutions” (as defined in the CRS Legislation) are required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the “controlling persons” of which are resident in a foreign country (other than the U.S.) and to report required information to the CRA. Such information is exchanged on a reciprocal, bilateral basis with countries that have agreed to a bilateral information exchange with Canada under the Common Reporting Standard in which the account holders or such controlling persons are resident. Under the CRS Legislation, Unitholders will be required to provide certain information regarding their investment in an Evolve Fund for the purpose of such procedures and, where applicable, such information exchange, unless the investment is held within a Plan.

## **TERMINATION OF THE EVOLVE FUNDS**

An Evolve Fund may be terminated by the Manager on at least sixty (60) days’ notice to Unitholders of such termination and the Manager will issue a press release in advance thereof. The Manager may also terminate an Evolve Fund if the Trustee resigns or becomes incapable of acting and is not replaced or if the applicable Index Provider ceases to calculate the applicable Index or the applicable License Agreement in respect of the applicable Index is terminated. The rights of Unitholders to exchange and redeem Units described under “Exchange and Redemption of Units – Exchange of Units of an Evolve Fund at NAV per Unit for Baskets of Securities and/or Cash” and “Exchange



and Redemption of Units – Redemption of Units of an Evolve Fund for Cash” will cease as and from the date of termination of that Evolve Fund.

The Trustee shall be entitled to retain out of any assets of an Evolve Fund, at the date of termination of the Evolve Fund, full provision for all costs, charges, expenses, claims and demands incurred or believed by the Trustee to be due or to become due in connection with or arising out of the termination of the Evolve Fund and the distribution of its assets to the Unitholders of the Evolve Fund. Out of the moneys so retained, the Trustee is entitled to be indemnified and saved harmless against all costs, charges, expenses, claims and demands. Upon such termination, the Constituent Securities or portfolio securities, cash and other assets remaining after paying or providing for all liabilities and obligations of the Evolve Fund shall be distributed *pro rata* based on NAV among the Unitholders.

### **PLAN OF DISTRIBUTION**

Units are being offered for sale on a continuous basis by this prospectus and there is no maximum number of Units that may be issued. The Units shall be offered for sale at a price equal to the NAV of such class of Units determined at the Valuation Time on the effective date of the subscription order.

#### **Non-Resident Unitholders**

At no time may (i) non-residents of Canada, (ii) partnerships that are not Canadian partnerships or (iii) a combination of non-residents of Canada and such partnerships (all as defined in the Tax Act) be the beneficial owners of a majority of the Units of an Evolve Fund (on either a number of Units or fair market value basis) and the Manager shall inform the Registrar and Transfer Agent of each Evolve Fund of this restriction. The Manager may require declarations as to the jurisdictions in which a beneficial owner of Units is resident and, if a partnership, its status as a Canadian partnership. If the Manager becomes aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that the beneficial owners of 40% of the Units of an Evolve Fund then outstanding (on either a number of Units or fair market value basis) are, or may be, non-residents and/or partnerships that are not Canadian partnerships, or that such a situation is imminent, the Manager may make a public announcement thereof. If the Manager determines that more than 40% of the Units of an Evolve Fund (on either a number of Units or fair market value basis) are beneficially held by non-residents and/or partnerships that are not Canadian partnerships, the Manager may send a notice to such non-residents and/or partnerships, chosen in inverse order to the order of acquisition or in such manner as the Manager may consider equitable and practicable, requiring them to sell their Units or a portion thereof within a specified period of not less than 30 days. If the Unitholders receiving such notice have not sold the specified number of Units or provided the Manager with satisfactory evidence that they are not non-residents or partnerships other than Canadian partnerships within such period, the Manager may on behalf of such Unitholders sell such Units and, in the interim, shall suspend the voting and distribution rights attached to such Units. Upon such sale, the affected holders shall cease to be beneficial holders of Units and their rights shall be limited to receiving the net proceeds of sale of such Units.

Notwithstanding the foregoing, the Manager may determine not to take any of the actions described above if the Manager has been advised by legal counsel that the failure to take any of such actions would not adversely impact the status of an Evolve Fund as a mutual fund trust for purposes of the Tax Act or, alternatively, may take such other action or actions as may be necessary to maintain the status of an Evolve Fund as a mutual fund trust for purposes of the Tax Act.

### **RELATIONSHIP BETWEEN THE EVOLVE FUNDS AND THE DEALERS**

The Manager, on behalf of an Evolve Fund, may enter into various agreements with registered dealers (that may or may not be the Designated Broker) pursuant to which the Dealers may subscribe for Units of the Evolve Fund as described under “Purchases of Units”.

No Designated Broker or Dealer has been involved in the preparation of this prospectus or has performed any review of the contents of this prospectus and, as such, the Designated Broker and the Dealers do not perform many of the usual underwriting activities in connection with the distribution by the Evolve Funds of their Units under this prospectus. Units of an Evolve Fund do not represent an interest or an obligation of the applicable Designated Broker, any Dealer or any affiliate thereof and a Unitholder does not have any recourse against any such parties in respect of amounts payable by an Evolve Fund to the Designated Broker or applicable Dealers. See “Organization and Management Details of the Evolve Funds – Conflicts of Interest”.

## **PRINCIPAL HOLDERS OF UNITS**

CDS & Co., the nominee of CDS, is the registered owner of the Units of the Evolve Funds, which it holds for various brokers and other persons on behalf of their clients and others. From time to time, a Designated Broker, Dealer, Evolve Fund or another investment fund managed by the Manager or an affiliate thereof, may beneficially own, directly or indirectly, more than 10% of the Units of an Evolve Fund.

## **PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD**

The Manager has established policies and procedures with respect to the voting of proxies received from issuers of securities held in an Evolve Fund's portfolio. Unless the Sub-Advisor's proxy voting policies have been adopted, the Manager's Proxy Voting Policy provides that the Manager will vote (or refrain from voting) proxies for each Evolve Fund for which it has voting power in the best economic interests of the Evolve Fund. The Proxy Voting Policy is not exhaustive and due to the variety of proxy voting issues that the Manager may be required to consider, are intended only to provide guidance and are not intended to dictate how proxies are to be voted in each instance. The Manager may depart from the Proxy Voting Policy in order to avoid voting decisions that may be contrary to the best interests of the Evolve Funds.

The Manager will publish these records on an annual basis on the Evolve Funds' website at [www.evolvefunds.com](http://www.evolvefunds.com). Each Evolve Fund's proxy voting record for the annual period from July 1 to June 30 will be available at any time after August 31 following the end of that annual period, to any Unitholder on request, at no cost, and will also be available at [www.evolvefunds.com](http://www.evolvefunds.com).

The Manager has delegated the right and obligation to vote proxies relating to the portfolio securities of FIXD to the Sub-Advisor as part of its respective portfolio management responsibilities.

### **Proxy Voting Policies for Foyston, Gordon & Payne Inc.**

In respect of Evolve Funds for which Foyston, Gordon & Payne Inc. has been appointed as sub-advisor, pursuant to the terms of the FGP Sub-Advisory Agreement, Foyston, Gordon & Payne Inc. is authorized to exercise all rights and privileges incidental to ownership of the securities comprising the portfolio of the applicable Evolve Funds in accordance with Foyston, Gordon & Payne Inc.'s proxy voting policy, which has been or will be adopted for the voting of proxies in compliance with applicable legislation. Foyston, Gordon & Payne Inc. has adopted a proxy voting policy to ensure that proxies are voted in the best interest of its clients.

## **MATERIAL CONTRACTS**

The only contracts material to the Evolve Funds are the Declaration of Trust, Custodian Agreement, Index License Agreements and the FGP Sub-Advisory Agreement.

Copies of these agreements may be examined at the head office of the Manager at 161 Bay Street, Suite 2700, Toronto, ON M5J 2S1.

## **LEGAL AND ADMINISTRATIVE PROCEEDINGS**

The Evolve Funds are not involved in any legal proceedings, nor is the Manager aware of existing or pending legal or arbitration proceedings involving the Evolve Funds.

## **EXPERTS**

Blake, Cassels & Graydon LLP, legal counsel to the Evolve Funds, has provided a legal opinion on the principal Canadian federal income tax considerations that apply to an investment in Units of an Evolve Fund by an individual (other than a trust) resident in Canada. See "Income Tax Considerations".

The auditors of the Evolve Funds, Ernst & Young LLP, Chartered Professional Accountants, Licensed Public Accountants have consented to the use of their report dated March 22, 2019 to the Unitholders of the Evolve Funds.

Ernst & Young LLP has advised that it is independent with respect to the Evolve Funds within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

### EXEMPTIONS AND APPROVALS

The Manager, on behalf of the Evolve Funds, has obtained exemptive relief from the Securities Regulatory Authorities:

- (a) to permit a Unitholder to acquire more than 20% of the Units through purchases on the applicable Designated Exchange, without regard to the takeover bid requirements of applicable Canadian Securities Legislation. See “Purchases of Units – Special Considerations for Unitholders”;
- (b) to relieve the Evolve Funds from the requirement that a prospectus contain a certificate of the underwriters; and
- (c) to relieve the Evolve Funds from the requirement to prepare and file a simplified prospectus and annual information form in accordance with the provisions of National Instrument 81-101 – *Mutual Fund Prospectus Disclosure* and the forms prescribed by Form 81-101F1 – *Contents of Simplified Prospectus* and Form 81-101F2 – *Contents of Annual Information* for any mutual fund securities that are or will be distributed, provided that the Evolve Funds file a long form prospectus for any such mutual fund securities in accordance with the provisions of National Instrument 41-101 – *General Prospectus Requirements* in the form prescribed by Form 41-101F2 – *Information Required in an Investment Fund Prospectus*; and
- (d) to treat the Units and any mutual fund securities as if such securities were separate funds in connection with their compliance with the provisions of Parts 9, 10 and 14 of NI 81-102.

### OTHER MATERIAL FACTS

#### Index Provider Disclaimers

##### FTSE

SHZ is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited (“FTSE”) or the London Stock Exchange Group companies (“LSEG”) (together the “Licensor Parties”) and none of the Licensor Parties make any claim, prediction, warranty or representation whatsoever, expressly or impliedly, either as to (i) the results to be obtained from the use of the SHZ Index, (ii) the figure at which the SHZ Index are said to stand at any particular time on any particular day or otherwise, or (iii) the suitability of the SHZ Index for the purpose to which it is being put in connection with SHZ are not in any way sponsored, endorsed, sold or promoted by FTSE. None of the Licensor Parties have provided or will provide any financial or investment advice or recommendation in relation to the SHZ Index to EFG or to its clients. The SHZ Index is calculated by FTSE or its agent. None of the Licensor Parties shall be (a) liable (whether in negligence or otherwise) to any person for any error in the SHZ Index or (b) under any obligation to advise any person of any error therein.

All rights in the SHZ Index vest in FTSE. “FTSE®” is a trade mark of LSEG and is used by FTSE under licence.

##### Solactive AG

EDGE is not sponsored, promoted, sold or supported in any other manner by Solactive AG nor does Solactive AG offer any express or implicit guarantee or assurance either with regard to the results of using the EDGE Index and/or EDGE Index trade mark or the EDGE Index price at any time or in any other respect. The EDGE Index is calculated and published by Solactive AG. Solactive AG uses its best efforts to ensure that the EDGE Index is calculated correctly. Irrespective of its obligations towards the Manager or EDGE, Solactive AG has no obligation to point out errors in the EDGE Index to third parties including but not limited to investors and/or financial intermediaries of EDGE. Neither publication of the EDGE Index by Solactive AG nor the licensing of such EDGE Index or EDGE Index trade mark for the purpose of use in connection with EDGE constitutes a recommendation by Solactive AG to invest capital in said financial instruments nor does it in any way represent an assurance or opinion of Solactive AG with regard to any investment in EDGE.

## **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 ETF securities within 48 hours after the receipt of a confirmation of a purchase of such securities. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation, or for non-delivery of the ETF Facts, provided that the 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 the applicable provisions of the securities legislation of the province or territory for the particulars of these rights or should consult with a legal adviser.

## **DOCUMENTS INCORPORATED BY REFERENCE**

Additional information about each of the Evolve Funds is, or will be, available in the following documents:

- (i) the most recently filed ETF Facts of the Evolve Funds;
- (ii) the most recently filed comparative annual financial statements of the Evolve Funds, together with the accompanying report of the auditors;
- (iii) any unaudited interim financial statements of the Evolve Funds filed after the most recently filed comparative annual financial statements of the Evolve Funds;
- (iv) the most recently filed annual MRFP of the Evolve Funds; and
- (v) any interim MRFP of the Evolve Funds filed after that most recently filed annual MRFP of the Evolve Funds.

These documents are or will be incorporated by reference into this prospectus, which means that they legally form part of this document just as if they were printed as part of this document.

These documents are available on the Manager's website at [www.evolvefunds.com](http://www.evolvefunds.com) or by contacting the Manager at (416)-214-4884 or toll-free at 1-844-370-4884 or by email at [info@evolvefunds.com](mailto:info@evolvefunds.com). These documents and other information about the Evolve Funds are available on the Internet at [www.sedar.com](http://www.sedar.com).

In addition to the documents listed above, any documents of the type described above that are filed on behalf of the Evolve Funds after the date of this prospectus and before the termination of the distribution of the Evolve Funds are deemed to be incorporated by reference into this prospectus.

**CERTIFICATE OF THE EVOLVE FUNDS (OTHER THAN SPHERE FTSE EMERGING MARKETS  
SUSTAINABLE YIELD INDEX ETF), THE MANAGER AND PROMOTER**

Dated: April 8, 2019

This prospectus, together with the documents incorporated herein by reference, 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 each of the provinces and territories of Canada.

**EVOLVE FUNDS GROUP INC.**

(As manager, trustee and promoter and on behalf of the Evolve Funds (other than Sphere FTSE Emerging Markets Sustainable Yield Index ETF))

(signed) "*Raj Lala*"

Raj Lala

Chief Executive Officer of Evolve Funds Group Inc., the  
Manager, Trustee and Promoter of the Evolve Funds, and  
on behalf of the Evolve Funds

(signed) "*Michael Simonetta*"

Michael Simonetta

Chairman & Chief Financial Officer of Evolve  
Funds Group Inc., the Manager, Trustee and  
Promoter of the Evolve Funds, and on behalf of the  
Evolve Funds

On behalf of the Board of Directors  
of Evolve Funds Group Inc.

(signed) "*Keith Crone*"

Keith Crone

Director

(signed) "*Elliot Johnson*"

Elliot Johnson

Director

**CERTIFICATE OF SPHERE FTSE EMERGING MARKETS SUSTAINABLE YIELD INDEX ETF AND  
THE MANAGER**

Dated: April 8, 2019

This prospectus, together with the documents incorporated herein by reference, 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 each of the provinces and territories of Canada.

**EVOLVE FUNDS GROUP INC.**

(As manager and trustee and on behalf of Sphere FTSE Emerging Markets Sustainable Yield Index ETF)

(signed) "*Raj Lala*"

Raj Lala

Chief Executive Officer of Evolve Funds Group Inc., the  
Manager and Trustee of Sphere FTSE Emerging Markets  
Sustainable Yield Index ETF, and on behalf of Sphere  
FTSE Emerging Markets Sustainable Yield Index ETF

(signed) "*Michael Simonetta*"

Michael Simonetta

Chairman & Chief Financial Officer of Evolve  
Funds Group Inc., the Manager and Trustee of  
Sphere FTSE Emerging Markets Sustainable Yield  
Index ETF, and on behalf of Sphere FTSE Emerging  
Markets Sustainable Yield Index ETF

On behalf of the Board of Directors  
of Evolve Funds Group Inc.

(signed) "*Keith Crone*"

Keith Crone

Director

(signed) "*Elliot Johnson*"

Elliot Johnson

Director