

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



**Annual Information Form dated December 16, 2020**

CI Emerging Markets Bond Fund (Series I units)

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## NAME, FORMATION AND HISTORY OF THE FUND

### CI Investments

In this document, “we”, “*CP*” and “*Manager*” refer to CI Investments Inc., the manager of the fund. A “*fund*” is a mutual fund described in this annual information form. A “*representative*” is an individual working as a broker, financial planner or other person who is qualified to sell units of the fund described in this document. A “*dealer*” is the firm with which a representative works.

This annual information form contains details about the fund. It is intended to be read along with the simplified prospectus of the fund you are investing in. If you have questions after reading these documents, please contact your representative or us.

The fund is managed by:

CI Investments Inc.  
2 Queen Street East, Twentieth Floor  
Toronto, Ontario  
M5C 3G7

The address of the fund is the same as that of CI Investments Inc.

### How the fund is structured

The fund has been established as an investment trust under the laws of Ontario pursuant to an amended and restated master declaration of trust dated April 21, 2020, as supplemented or amended from time to time (the “*Master Declaration of Trust*”). The fund offers “*units*”. The fund shall have one class of units, within which there shall be one or more series of units issuable. The year-end of the fund for financial reporting purposes is March 31. The Master Declaration of Trust may be amended from time to time to add or delete a new mutual fund or to add or delete a new series of units.

### Qualification for registered plans

Units of the fund are not currently, and are not expected to be, qualified investments under the Income Tax Act (Canada) (the “*Income Tax Act*”) for registered plans as the fund is not, and is not expected to be, either a “*registered investment*” or a “*mutual fund trust*” within the meaning of such terms in the Income Tax Act.

## INVESTMENT RESTRICTIONS AND PRACTICES

Except as described below, the fund is subject to and follows the investment practices and restrictions outlined in securities legislation, including National Instrument 81-102 *Investment Funds* (“*NI 81-102*”) of the Canadian securities administrators. This helps to ensure that the fund’s investments are diversified and relatively easy to trade. They also ensure proper administration of the fund.

### IRC Approved Transactions

The fund has received permission from its independent review committee (the “*IRC*”) to (and may from time to time):

- invest in securities (“*related party investments*”) of CI Financial Corp. (“*related party*”), including unlisted debt securities, and
- trade in portfolio securities with other mutual funds managed by the Manager or any of its affiliates (“*inter-fund transfers*”).

Related party investments must comply with the rules relating thereto contained in National Instrument 81-107 *Independent Review Committee for Investment Funds* (“*NI 81-107*”) of the Canadian securities administrators.

Additionally, among other matters, the Manager or the fund's portfolio sub-adviser(s) must certify that the related party investment (i) represented the business judgment of the Manager or the portfolio sub-adviser uninfluenced by considerations other than the best interests of the fund and was, in fact, in the best interests of the fund, (ii) was made free from any influence by the related party or any affiliate or associate thereof (other than the Manager) and without taking into account any consideration relevant to the related party or any associate or affiliate thereof, and (iii) was not part of a series of transactions aiming to support or otherwise influence the price of the securities of the related party or related to another form of misconduct.

Inter-fund transfers are subject to the rules relating thereto contained in NI 81-107. Additionally, among other matters, an inter-fund transfer cannot be intended to (i) smooth out or influence performance results, (ii) realize capital gains or losses, (iii) avoid taxable or distributable income or dividends, or (iv) artificially maintain or otherwise manipulate market prices of the portfolio security.

### **Inter-fund Transfers**

The fund has received permission from the Canadian securities authorities to deviate from the requirements of NI 81-102 and other securities legislation to purchase securities from, or sell debt securities to, related investment funds or fully managed accounts managed or advised by the Manager or its affiliate provided that (i) the IRC of the fund has approved the transaction as contemplated by NI 81-107; and (ii) the transfer complies with certain terms of NI 81-107.

### **Primary Offering Securities**

The fund has received permission from the Canadian securities authorities to deviate from the requirements of Canadian securities legislation to purchase and hold non-exchange traded debt securities of a related party issued pursuant to a primary distribution or treasury offering ("*Primary Offering*") provided that (i) the purchase or holding is consistent with, or is necessary to meet, the investment objective of the fund; (ii) at the time of the purchase the IRC of the fund has approved the transaction in accordance with NI 81-107; (iii) the Manager and the IRC comply with certain requirements of NI 81-107 in connection with the transactions; (iv) the size of the Primary Offering is at least \$100 million; (v) at least 2 purchasers who are independent, arm's length purchasers, collectively purchase at least 20% of the Primary Offering; (vi) the fund shall not participate in the Primary Offering if following its purchase the fund together with related funds will hold more than 20% of the securities issued in the Primary Offering; (vii) the fund shall not participate in the Primary Offering if following its purchase the fund would have more than 5% of its net assets invested in non-exchange traded debt securities of a related party; (viii) the price paid for the security by the fund in the Primary Offering shall be no higher than the lowest price paid by any of the arm's length purchasers who participate in the Primary Offering; and (ix) no later than the time the fund files its annual financial statements, the fund files with the securities regulatory authorities or regulator the particulars of any such investments.

### **Investment in U.S. Blocker Corporations**

The fund has received permission from Canadian securities authorities to deviate from requirements of Canadian securities legislation, including subsection 2.2(1) and 4.1(2) of NI 81-102, to allow the fund to invest in certain U.S. pass-through issuers ("*U.S. issuers*"), through a corporation incorporated and domiciled in the United States (a "*U.S. Blocker Corporation*"). Rather than holding securities of the U.S. issuers directly, the fund may hold shares of the U.S. Blocker Corporation, which in-turn invests in the underlying U.S. issuer(s). This structure may result in the fund, either individually or together with other funds, owning 100% of the voting securities of the U.S. Blocker Corporation. Each U.S. issuer is at arm's length from the fund and no U.S. pass-through issuer is an investment fund. The fund's ultimate interest in the underlying U.S. issuer will otherwise comply with applicable securities law so that the fund will not, either individually or together with the other funds, exercise control over the U.S. issuer or be a substantial security holder of the U.S. issuer.

### **Investment in Leveraged Exchange-Traded Funds**

The fund has received exemptive relief from the Canadian securities regulatory authorities to permit them to invest in certain exchange-traded funds ("*ETFs*") which utilize leverage in an attempt to magnify returns by either a multiple or an inverse multiple of a specified widely quoted market index ("*Leveraged ETFs*"), and certain ETFs that seek to provide daily results that replicate the daily performance of gold or the value of a specified derivative, the underlying interest of which is gold on an unlevered basis, by a multiple of 200% ("*Leveraged Gold ETFs*"). Investments in the

Leveraged ETFs and Leveraged Gold ETFs will be made only in accordance with the investment objective of the fund, and in no case will the aggregate investment in such ETFs plus investments in ETFs that seek to replicate the performance of gold on an unlevered basis (“*Gold ETFs*”) exceed 10% of the fund’s net assets at the time of purchase. The fund will only invest in a Leveraged ETF that is rebalanced daily to ensure that its performance and exposure to its underlying index will not exceed +/- 200% of the corresponding daily performance of its underlying index. If the fund invested in Leveraged Gold ETFs, the Leveraged Gold ETFs would be rebalanced daily to ensure that their performance and exposure to their underlying gold interest will not exceed +200% of the corresponding daily performance of its underlying gold interest. If the fund engages in short selling, the fund will not short sell securities of the Leveraged ETFs or Leveraged Gold ETFs. In no case will the fund enter into any transaction if, immediately after the transaction, more than 20% of the net assets of the fund, taken at market value at the time of the transaction, would consist of, in aggregate, securities of the Leveraged ETFs, Gold ETFs, Leveraged Gold ETFs and all securities sold short by the fund. The fund may only invest in securities of Leveraged ETFs or Leveraged Gold ETFs that are traded on a stock exchange in Canada or the United States. The fund will not invest in a Leveraged ETF with a benchmark index that is based on (i) a physical commodity, or (ii) a specified derivative (within the meaning of NI 81-102) of which the underlying interest is a physical commodity.

### **Investments in Exchange-Traded Funds that are not Index Participation Units**

The fund has obtained an exemption from certain provisions of NI 81-102 in order to permit the fund, subject to certain conditions, to: (a) invest up to 100% of its net asset value in securities of any exchange-traded mutual fund that is not an index participation unit (“*IPU*”) and is a reporting issuer in Canada (each, a “*Canadian Underlying ETF*”); (b) invest up to 10% of its net asset value in securities of exchange-traded mutual funds that are not IPUs and are not reporting issuers in Canada, but whose securities are listed for trading on a stock exchange in the United States (each, a “*U.S. Underlying ETF*”); and (c) pay brokerage commissions in relation to its purchase and sale of securities of Canadian Underlying ETFs and U.S. Underlying ETFs that are managed by the Manager or its affiliate.

### **Investments in Foreign Underlying ETFs and Dublin iShare ETFs**

The fund has obtained exemptions from certain provisions of NI 81-102 in order to permit the fund, subject to certain conditions, to: (a) purchase and/or hold securities of TOPIX Exchange Traded Fund, NEXT FUNDS Nomura Shareholder Yield 70 ETF, iShares FTSE A50 China Index ETF and the ChinaAMC CSI 300 Index ETF (together, the “*Foreign Underlying ETFs*”); (b) purchase and/or hold securities of one or more ETFs which are, or will be, listed and traded on the London Stock Exchange and managed by BlackRock Asset Management Ireland Limited or its affiliate (each, a “*Dublin iShare ETF*”); and (c) purchase and/or hold a security of another investment fund managed by the Manager or its affiliate that holds more than 10% of its net asset value in securities of one or more Foreign Underlying ETFs or Dublin iShare ETFs.

### **Depositing Portfolio Assets with Borrowing Agents**

The fund has obtained exemptive relief to permit the fund to deposit portfolio assets with a borrowing agent (that is not the fund’s custodian or sub-custodian) as security in connection with a short sale of securities, provided that the aggregate market value of the portfolio assets being deposited, excluding the aggregate market value of the proceeds from outstanding short sales of securities held by the borrowing agent, does not exceed 10% of the net asset value of the fund at the time of deposit.

### **Tax Related Investment Restrictions**

The fund will not engage in any undertaking other than the investment of its fund property for purposes of the Income Tax Act. If the fund is or becomes a registered investment, it will not acquire an investment which is not a “*qualified investment*” under the Income Tax Act if, as a result thereof, the fund would become subject to a material amount of tax under Part X.2 of the Income Tax Act. In addition, the fund will not (i) make an investment or conduct any activity that would result in the fund (i) failing to qualify as a “*unit trust*” within the meaning of the Income Tax Act or (ii) make or hold any investment in property that would be “*taxable Canadian property*” (if the definition of such term in the Income Tax Act were read without reference to paragraph (b) thereof) if more than 10% of the fund’s property consisted of such property. Investment restrictions, including additional tax-related investment restrictions specific to the fund are described in the simplified prospectus.

## YOUR RIGHTS AS AN INVESTOR

As an investor, you have the right to share in any distributions that the fund makes. You can sell your units and transfer from the fund to other mutual funds managed by the Manager at any time. If the fund stops operating, you have the right to share in the fund's net assets after it has paid any outstanding debts. You can pledge your units as security, but you may not transfer or assign them to another party.

You are entitled to receive notice of unitholder meetings, where you will have one vote for each whole unit you own. You have the right to vote on the following matters:

- a change in the method of calculating, or the introduction of, a fee or expense charged to the fund if the change could increase the charges to the fund or its unitholders;
- appointment of a new manager, unless the new manager is an affiliate of the current manager;
- a change in the fund's fundamental investment objective;
- any decrease in the frequency of calculating the net asset value per unit of the fund;
- in certain circumstances, a merger with, or transfer of assets to, another issuer if:
  - the fund will be discontinued, and
  - investors in the discontinued fund will become investors in the other issuer;
- a merger with, or acquisition of assets from, another issuer if:
  - the fund will continue;
  - investors in the other issuer will become investors in the fund, and
  - the transaction would be a significant change to the fund; and
- a restructuring of the fund into a non-redeemable investment fund or into an issuer that is not an investment fund.

If you own units of any series of the fund, you will be entitled to vote at any meeting of unitholders of that series, for example, to change the management fee payable by that series. You will also be entitled to vote at any meeting called that affects the fund as a whole, for example, to change the investment objective of the fund. A change to the investment objective of the fund would require a majority of votes cast at a meeting of unitholders.

If the fund invests in an underlying fund managed by the Manager or its affiliate, it will not vote any of the securities it holds of the underlying funds. However, the Manager may arrange for you to vote your share of those securities.

## CALCULATION OF NET ASSET VALUE

You can buy the fund or transfer from the fund to another mutual fund managed by us. "*Transferring*", which involves moving money from one investment to another, is also known as "*switching*".

You can sell your fund investment either through your representative or by contacting us directly. Selling your investment is also known as "*redeeming*".

### Net asset value or NAV per unit

The "*net asset value*" or "*NAV*" per unit of each series of the fund is the price used for all purchases, switches or redemptions of units. The price at which units are issued or redeemed is based on the next NAV per unit determined after receipt of the purchase, switch or redemption order.

All transactions are based on a series' NAV per unit of the fund. The Manager calculates NAV of the fund and each of its series at 4:00 p.m. (Eastern time) ("*Valuation Time*") on each "*Valuation Day*" which is any day that the Manager is open for a full day of business.

## How the Manager calculates NAV per unit

The NAV per unit is determined in Canadian dollars for the fund.

A separate NAV per unit is calculated for each series by taking the value of the assets of the fund, subtracting any liabilities of the fund common to all series, subtracting any liabilities of the particular series, and dividing the balance by the number of units held by investors in such series of the fund.

When you place your order through a representative, the representative sends it to us. If the Manager receives your properly completed order before 4:00 p.m. Eastern time on a Valuation Day, the Manager will process it using that day's NAV. If the Manager receives your order after that time, the Manager will use the NAV on the next valuation day. The Valuation Day used to process your order is called the "trade date".

## VALUATION OF PORTFOLIO SECURITIES

In calculating the NAV, the fund values the various assets as described below. The Manager may deviate from these valuation practices in circumstances where this would be appropriate, for example, if trading in a security is halted because of significant negative news about the company.

Type of asset	Method of valuation
Liquid assets, including cash on hand or on deposit, accounts receivable and prepaid expenses	Valued at full face value unless the Manager determines the asset is not worth full face value, in which case the Manager will determine a fair value.
Money market instruments	The purchase cost amortized to the instrument's due date.
Bonds, term notes, shares, subscription rights and other securities listed or traded on a stock exchange, including exchange-traded mutual funds	The latest available sale price reported by any means in common use. If a price is not available, the Manager determines a price not higher than the latest available ask price and not lower than the latest available bid price. If the securities are listed or traded on more than one exchange, the fund calculates the value in a manner that the Manager believes accurately reflects fair value. If the Manager believes stock exchange quotations do not accurately reflect the price the fund would receive from selling a security, it can value the security at a price the Manager believes reflects fair value.
Bonds, term notes, shares, subscription rights and other securities not listed or traded on a stock exchange	The price quotation or valuation that the Manager believes best reflects fair value.
Restricted securities as defined in NI 81-102	The market value of securities of the same class which are not restricted, multiplied by the percentage that the fund's acquisition cost was of the market value of such securities at the time of acquisition, 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 or such lower value as may be available from reported quotations in common use.
Long positions in clearing corporation options, options on futures, over-the-counter options,	The current market value.

Type of asset	Method of valuation
debt-like securities and listed warrants	
Premiums received from written clearing corporation options, options on futures or over-the-counter options	Treated as deferred credits and valued at an amount equal to the market value that would trigger closing the position. The deferred credit is deducted when calculating the NAV of the fund. Any securities that are the subject of a written clearing corporation option or over-the-counter option will be valued as described above.
Futures contracts, forward contracts and swaps	Valued according to the gain or loss the fund would realize if the position were closed out on the day of the valuation. If daily limits are in effect, the value will be based on the current market value of the underlying interest.
Assets valued in foreign currency, deposits, contractual obligations payable to the fund in foreign currency and liabilities and contractual obligations the fund must pay in foreign currency	Valued using the exchange rate at the Valuation Time on that Valuation Day.
Precious metals	Precious metals (certificates or bullion) and other commodities are valued at their fair market value, generally based on prevailing market prices as reported on exchanges or other markets.
Securities of other mutual funds, other than exchange-traded mutual funds.	The value of the securities will be the NAV per security on that day or, if the day is not a Valuation Day of the mutual fund, the NAV per security on the most recent Valuation Day for the mutual fund.

RBC Investor Services Trust has been appointed to perform valuation services for us. Any valuation services will be done using the methods of valuation described above.

When a portfolio transaction becomes binding, the transaction is included in the next calculation of the fund's net asset value. Sales and purchases of fund units are included in the next calculation of net asset value after the purchase or sale is completed.

The following are liabilities of the fund:

- all bills and accounts payable
- all administrative expenses payable and/or accrued
- all contractual obligations to pay money or property, including distributions the fund has declared but not yet paid
- allowance that we have approved for taxes or contingencies
- all other fund liabilities except liabilities to investors for outstanding units.

National Instrument 81-106 *Investment Fund Continuous Disclosure* ("NI 81-106") requires the fund to calculate its net asset value by determining the fair value of its assets and liabilities. In doing so, the fund calculates the fair value of its assets and liabilities using the valuation policies described above. The financial statements of the fund will contain a comparison of the net assets in accordance with International Financial Reporting Standards and the net asset value used by the fund for all other purposes, if applicable.

Each transaction of purchase or sale of a portfolio asset effected by the fund shall be reflected by no later than the next time that the NAV of the fund and the NAV per unit of the fund is calculated.



## PURCHASES, SWITCHES AND REDEMPTIONS

The fund offers Series I units. Series I units are available only to institutional clients and investors who have been approved by us and have entered into a Series I Account Agreement with us. The criteria for approval may include the size of the investment, the expected level of account activity and the investor's total investment with us. The minimum initial investment for Series I units is determined when the investor enters into a Series I Account Agreement with us. No management fees are charged to the fund with respect to Series I units; each investor will negotiate a separate management fee which is payable directly to us. Each investor also pays his/her representative's firm an investment advisory fee, which the investor negotiates with his/her representative (on behalf of the representative's firm).

The fund can issue as many units of a series as it chooses, including fractions.

To buy the fund or transfer your investment to other mutual funds managed by CI, contact a representative. Transferring is also known as "*switching*".

To sell your fund units, contact your representative or us. Selling your units is also known as "*redeeming*".

We base all transactions on the next NAV per unit calculated after receiving your order to buy, transfer or sell.

### **Minimum balance**

If the value of your units in the fund is less than \$500, we have the right, to be exercised at our sole discretion, to sell your units and send you the proceeds. We will give your representative 30 days' notice first.

We will give you and/or your representative 30 days' notice that such redemption or switch will take place. If you wish to avoid a redemption or a switch, you can make an additional investment to bring your account up to the required minimum balance. We will not redeem or switch your units if your account falls below the required minimum balance as a result of market movement rather than your redemption of units.

The minimum balance amounts described above are determined from time to time by us in our sole discretion. They may also be waived by us and are subject to change without notice.

### **How to buy the fund**

You can invest in the fund by completing a purchase application, which you can get from your representative.

The minimum initial investment for Series I units is determined by us when you enter into a Series I Account Agreement with us.

These amounts are determined from time to time by us, in our sole discretion. They may also be waived by us and are subject to change without prior notice.

Your representative's firm or we will send you a confirmation once we have processed your order. If you buy through the pre-authorized chequing plan described in the section entitled "*Optional Services – Pre-authorized chequing plan*" in the simplified prospectus of the fund, we will send you a confirmation only for the first transaction and all other transactions will be reported on your regular account statements. A confirmation shows details of your transaction, including the name of the fund, the number and series of units you bought, the purchase price and the trade date. We do not issue certificates of ownership for the fund.

We may reject your purchase order within one business day of receiving it. If rejected, any monies sent with your order will be returned immediately to your representative's firm, without interest, once the payment clears. If we accept your order but do not receive payment within two business days, we will redeem your units on the next business day. If the proceeds are greater than the payment you owe, the difference will belong to the fund. If the proceeds are less than the payment you owe, your representative's firm will be required to pay the difference and is entitled to collect this amount and any associated expenses from you.

You and your representative are responsible for ensuring that your purchase order is accurate and that we receive all necessary documents and/or instructions. If we receive a payment or a purchase order that is otherwise valid but fails to specify a mutual fund, or if any other documentation in respect of your purchase order is incomplete, we may invest your money in Series A units of CI Money Market Fund under the initial sales charge option at 0% sales charge. An

investment in CI Money Market Fund will earn you daily interest until we receive complete instructions regarding which mutual fund you have selected and all documentation in respect of your purchase is received in good order. Your total investment, including interest, will then be switched into the mutual fund you have chosen under the series and purchase option you have selected, without additional charge, at the unit price of the mutual fund on the applicable switch date.

For more information regarding CI Money Market Fund, please see its simplified prospectus and fund facts which can be found on our website at [www.ci.com](http://www.ci.com) or at [www.sedar.com](http://www.sedar.com).

From time to time, the Manager may close the fund to new purchasers. Where the fund is closed to new purchasers, the Manager may still permit new investors who purchase through a discretionary account and whose representative has signed an acknowledgement of portfolio management registration with the Manager to purchase units of the fund.

### **Purchase options**

Series I units can be purchased only in the no load option. Accordingly, you do not need to pay a sales commission to your representative's firm when you buy units of the fund or a redemption fee when you sell units of the fund.

#### ***Investment advisory fee option***

For Series I units, you pay an investment advisory fee to your representative's firm, which is negotiated between you and your representative (acting on behalf of the representative's firm). Unless otherwise agreed, we collect the investment advisory fee on behalf of your representative's firm, by redeeming (without charges) a sufficient number of Series I units of the fund from your account. The investment advisory fee is charged on a monthly or quarterly basis for Series I units.

For Series I units, the negotiated investment advisory fee must not exceed 1.25% annually of the net asset value of Series I units of the fund in your account.

The negotiated investment advisory fee rate is as set out in an agreement between you and your representative's firm. It is the responsibility of your representative to disclose such fee to you before you invest. Note that an investment advisory fee of 0% will be applied by us if we do not receive an investment advisory fee agreement from your representative.

Note that such investment advisory fees are subject to applicable provincial and federal taxes and are in addition to any other fees that are separately negotiated with and directly payable to us. For further details, see "*Fees and Expenses*" in the simplified prospectus of the fund.

### **How to transfer your units**

#### ***Transferring to another mutual fund managed by CI***

You can transfer from the fund to another mutual fund managed by CI by contacting your representative. To effect a transfer, give your representative the name of the fund and the series of units you hold, the dollar amount or number of units you want to transfer and the name of the other mutual fund managed by CI and the series to which you are transferring. You can only transfer your units into a different series of a different mutual fund managed by CI if you are eligible to buy such units. Such transfer or conversion is processed as a redemption of units of the fund followed by a purchase of units of the new fund.

You can transfer between the fund and another mutual fund managed by CI if the redemption and purchase transactions are processed in the same currency.

You may have to pay your representative's firm a transfer fee of up to 2% based on the value of the units you are transferring. However, the transfer fee is negotiable. If you have held the units for 30 days or less, you may also have to pay a short-term trading fee. Please see "*Fees and Expenses – Fees and expenses payable directly by you – Short-term trading fee*" in the simplified prospectus for more details.

A transfer between the fund and another mutual fund managed by CI is a disposition for tax purposes which may result in you realizing a taxable capital gain. For more information, see "*Canadian Federal Income Tax Considerations*".

## **Selling units**

To sell your units, send your signed instructions in writing to your representative or to us. Once we receive your order, you cannot cancel it. We will send you a confirmation once we have processed your order. We will send your payment within two business days of receiving your properly completed order. You will receive payment in the currency in which you bought the fund.

Your signature on your instructions must be guaranteed by a bank, trust company, or representative's firm if the sale proceeds are:

- more than \$25,000, or
- paid to someone other than the registered owner.

If the registered owner of the units is a corporation, partnership, agent, fiduciary or surviving joint owner, we may require additional information. If you are unsure whether you need to provide a signature guarantee or additional information, check with your representative or us.

## **Documents required**

You must provide all required documents within 10 business days of the trade date. If you do not, we will buy back the units on the 11<sup>th</sup> business day. If the cost of buying the units is less than the sale proceeds, the fund will keep the difference. If the cost of buying the units is more than the sale proceeds, your representative's firm must pay the difference and any related costs. Your representative's firm may require you to reimburse the amount paid if the representative's firm suffers a loss because you failed to meet the requirements for redeeming fund units.

## **Suspending your right to sell units**

Securities regulations allow us to temporarily suspend your right to sell your fund units and postpone payment of your sale proceeds:

- during any period when normal trading is suspended on any exchange on which securities or derivatives that make up more than 50% of the fund's value or its underlying market exposure are traded, provided those securities or derivatives are not traded on any other exchange that is a reasonable alternative for the fund,
- during any period when the right to redeem securities is suspended for any underlying fund in which the fund invests all of its assets directly and/or through derivatives, or
- with the approval of securities regulators.

We will not accept orders to buy fund units during any period when we have suspended investors' rights to sell units of that fund.

## **Short-term trading**

We have in place procedures to detect, identify and deter inappropriate short-term trading and may amend them from time to time, without notice. We will take such action as we consider appropriate to deter inappropriate short-term trading activities. Such action may, in our sole discretion, include the issuance of a warning letter, the charging of a short-term trading fee on behalf of the fund of up to 2% of the net asset value of the units you redeem or switch and/or the rejection of future purchase or switch orders where multiple or frequent short-term trading activity is detected in an account or group of accounts, as appropriate.

Any short-term trading fee is in addition to any other fees you would otherwise be subject to as described in the simplified prospectus. Please see "*Fees and Expenses – Fees and expenses payable directly by you – Short-term trading fee*" in the simplified prospectus for more details.

The short-term trading fee will generally not apply in connection with redemptions or switches initiated by us and redemption or switches initiated by investors in special circumstances, as determined by us in our sole discretion, including but not limited to the following:

- redemptions or switches from money market funds;

- transactions relating to optional systematic plans such as the automatic rebalancing service and systematic redemption plans;
- trades initiated by us (including as part of a fund termination, a fund reorganization or merger);
- redemptions or switches of units purchased by reinvesting distributions; or
- transactions by investment vehicles that are used as a conduit for investors to get exposure to the investments of the fund or other mutual funds managed by CI, including mutual funds (e.g. funds of funds), asset allocation services, discretionary managed accounts and insurance products (e.g. segregated funds). Such investment vehicles may purchase and redeem units of the fund on a short-term basis, but as they are typically acting on behalf of numerous investors, the investment vehicle itself is not generally considered to be engaged in harmful short-term trading.

While we actively take steps to monitor, detect, and deter short-term or excessive trading, we cannot ensure that all such trading activity is completely eliminated.

## OPERATION OF THE FUND

### Manager

CI Investments Inc.  
 2 Queen Street East, Twentieth Floor  
 Toronto, Ontario  
 M5C 3G7  
 1-800-792-9355  
 www.ci.com

As Manager, we are responsible for managing the day-to-day undertakings of the fund. We provide all general management and administrative services, including valuation of fund assets, accounting and keeping investor records. You will find details about our management agreement with the fund under “*Material Contracts – Management agreement*” below.

### *Directors and executive officers of the Manager*

The following is a list of individuals who are the directors and executive officers of CI Investments Inc. No payments or reimbursements have been made by the fund to such directors and executive officers.

<b>Name and municipality of residence</b>	<b>Office held with CI Investments Inc.</b>	<b>Principal occupation in the last five years</b>
Douglas J. Jamieson Toronto, Ontario	Director, President and Ultimate Designated Person	President, Ultimate Designated Person and Director, CI Investments Inc. since March 2019  Executive Vice-President (since June 2013) and Chief Financial Officer, CI Financial Corp. since May 2005. On November 13, 2020, Mr. Jamieson informed CI Financial Corp. of his intention to resign from his positions with CI Financial Corp. and its affiliates, including the Manager, to pursue other opportunities. Mr. Jamieson and CI Financial Corp. have agreed that he will remain in these positions until an orderly transition of his responsibilities is completed.
David Poster Toronto, Ontario	Chief Financial Officer	Chief Financial Officer, CI Investments Inc. since March 2019
Darie Urbanky Toronto, Ontario	Director, Executive Vice-President and Chief Operating Officer	Director (since December 2019), Executive Vice-President and Chief Operating Officer, CI Investments Inc. since September 2018  President and Chief Operating Officer, CI Financial Corp. since June 2019
Edward Kelterborn Toronto, Ontario	Director, Senior Vice-President and General Counsel	Chief Legal Officer since September 2018 and Executive Vice-President

Name and municipality of residence	Office held with CI Investments Inc.	Principal occupation in the last five years
		since November 2020, CI Financial Corp. Director, Senior Vice-President and General Counsel, CI Investments Inc. since February 2019
Ajay Vashisht Oakville, Ontario	Vice-President, Compliance and Chief Compliance Officer	Vice-President, Compliance (since March 2019) and Chief Compliance Officer, CI Investments Inc. since May 2020 Before March 2019, General Counsel and Chief Compliance Officer, Equiton Capital Inc. since December 2017 Before December 2017, Lawyer, Avenue Legal P.C. since March 2016 Before March 2016, Director, Compliance Legal Counsel, since 2011

Except where another company is disclosed above, all directors and executive officers have held position(s) with CI Investments Inc. for the last five (5) consecutive years. Where a director or executive officer has held multiple positions within CI Investments Inc. or another company for the last five (5) consecutive years, the above table generally sets out only the current or most recently-held position(s) held at such company. The start date for each position generally refers to the date on which the director or executive officer commenced the applicable position(s).

**Trustee**

The fund is an investment trust. As trustee for the fund, we control and have authority over the fund’s investments and cash in trust on behalf of the unitholders of the fund. We do not receive any additional fees for serving as trustee.

**Portfolio Advisor**

As portfolio advisor, CI Investments Inc. is responsible for providing or arranging for the provision of investment advice to the fund.

We, in our capacity as portfolio advisor, may hire portfolio sub-advisors to provide investment analysis and recommendations with respect to the fund. We are responsible for the investment advice given by the portfolio sub-advisors.

**Portfolio Sub-advisor**

CI Global Investments Inc. (“CI Global”) has been retained by us as the portfolio sub-advisor to the fund. CI Global’s head office is located in the United States. Investors should be aware that there may be difficulty in enforcing legal rights against CI Global because it is resident outside Canada and all or a substantial portion of its assets may be situated outside of Canada.

The following individual is principally responsible for managing the fund. The investment decisions made by the individual portfolio manager are not subject to the oversight, approval or ratification of a committee, however, we are ultimately responsible for the advice given:

Name and title	Length of service with portfolio sub-advisor	Principal occupation in the last five years
Fernanda Fenton Vice-President and Portfolio Manager, Signature Global Asset Management	1 year	Vice-President and Portfolio Manager, Signature Global Asset Management, CI Global since February 2020  Before February 2020, Associate Portfolio Manager, Signature Global Asset Management, CI Global since August 1, 2019  Before August 1, 2019, Associate Portfolio Manager, Signature Global Asset Management, CI Investments Inc. since March 1, 2019  Before March 1, 2019, Senior Fixed Income Analyst, Signature Global Asset Management, CI Investments Inc. since September 2014

Generally, the agreement with CI Global may be terminated by giving 30 days' prior written notice. Either party has the right to terminate the agreement immediately if the other party commits certain acts or fails to perform its duties under the agreement.

**Brokers**

When the fund buys and sells securities, it completes the transactions through brokers. The portfolio advisor or sub-advisor makes the decisions about portfolio transactions, including selecting the brokers, but these decisions are ultimately the responsibility of CI. The portfolio advisor or sub-advisor can select a broker that provides services, including research, statistical and other services, to the fund as long as the terms that the broker offers are comparable with other brokers and dealers offering similar services.

**Custodian**

RBC Investor Services Trust (“*RBC Investor Services*”), Toronto, Ontario, acts as custodian of the assets of the fund pursuant to a fourth amended and restated custodian agreement (the “*Custodian Agreement*”) entered into with the Manager and others as of May 4, 2020, as amended. RBC Investor Services is independent of CI Investments Inc.

RBC Investor Services holds the assets of the fund in safekeeping. The Custodian Agreement gives RBC Investor Services the right to appoint sub-custodians. RBC Investor Services is paid a fee for acting as custodian of the fund. RBC Investor Services or the sub-custodians may use the facilities of any domestic or foreign depository or clearing agency authorized to operate a book-based system. The Manager may terminate the Custodian Agreement by giving RBC Investor Services ninety (90) days' prior written notice, subject to certain conditions. Either party has the right to terminate the Custodian Agreement immediately if the other party commits certain acts or fails to perform its duties under the Custodian Agreement.

**Auditor**

Ernst & Young LLP of Toronto, Ontario is the auditor of the fund.

**Registrar and Transfer Agent**

As registrar and transfer agent, we keep a record of all owners of fund units, process orders and issue account statements to investors. We keep the register in Toronto, Ontario.

**Securities Lending Agent**

RBC Investor Services, Toronto, Ontario, acts as Securities Lending Agent pursuant to an Amended and Restated Securities Lending Agency Agreement dated July 1, 2011, as amended (the “*Securities Lending Agreement*”). The Securities Lending Agent is independent of the Manager. The Securities Lending Agreement requires the fund to

deliver collateral having a market value equal to no less than 102% of the market value of the loaned securities. The Securities Lending Agreement requires RBC Investor Services to indemnify the fund for certain losses incurred in connection with its failure to perform its obligations. The Manager may terminate the Securities Lending Agreement by giving RBC Investor Services 12 months' notice, subject to certain conditions. Either party has the right to terminate the Securities Lending Agreement immediately if the other party commits certain acts or fails to perform its duties under the Securities Lending Agreement.

#### **Other Service Providers – Administrator**

RBC Investor Services, Toronto, Ontario, acts as the administrator of the fund pursuant to a Third Amended and Restated Administration Agreement dated May 4, 2020, as amended ("*Administration Agreement*") entered into with the Manager. RBC Investor Services acts as the valuation agent of the fund for the purposes of calculating the net asset values of the fund. RBC Investor Services also calculates the net income and net capital gains of the fund. The Manager may terminate the Administration Agreement by giving RBC Investor Services ninety (90) days' prior written notice, subject to certain conditions. Either party has the right to terminate the Administration Agreement immediately if the other party commits certain acts or fails to perform its duties under the Administration Agreement.

#### **Promoter**

The Manager is also the promoter of the fund. The Manager took the initiative in founding and organizing the fund and is, accordingly, the promoter of the fund within the meaning of securities legislation of certain provinces and territories of Canada.

#### **Dealer Manager Disclosure**

The fund is considered a dealer managed mutual fund and follows the dealer manager provisions prescribed by NI 81-102. These provisions provide that the fund is not permitted to make an investment in securities of an issuer during, or for 60 days after, the period in which the Manager (or an affiliate or associate of the Manager) acts as an underwriter in the distribution of such securities, except in certain circumstances permitted by securities legislation. In addition, the fund is not permitted to make an investment in securities of an issuer of which a partner, director, officer or employee of the Manager (or its affiliates or associates) is a partner, director or officer, other than in circumstances permitted by securities legislation.

## **FUND GOVERNANCE**

We (as trustee and the Manager of the fund) have responsibility for the governance of the fund. Specifically, in discharging our obligations in our capacity as trustee and the Manager, respectively, we are required to:

- (a) act honestly, in good faith and in the best interests of the fund; and
- (b) exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances.

NI 81-107 requires the Manager to have policies and procedures relating to conflicts of interest. CI has adopted the CI Financial Business Code of Ethics and Conduct and CI Personal Trading Policy (the "*Codes*"), which establish rules of conduct designed to ensure fair treatment of the fund's unitholders and to ensure that at all times the interests of the fund and its unitholders are placed above personal interests of employees, officers and directors of CI Investments Inc., and each of its subsidiaries, affiliates and portfolio sub-advisors. The Codes apply the highest standards of integrity and ethical business conduct. The objective is not only to remove any potential for real conflict of interest, but also to avoid any perception of conflict. The Codes address the area of investments, which covers personal trading by employees, conflict of interest, and confidentiality among departments and portfolio sub-advisors. They also address confidentiality, fiduciary duty, enforcement of rules of conduct and sanctions for violations.

CI generally requires all portfolio sub-advisors to represent in their respective agreements that all investment activities will be conducted in compliance with all applicable rules and regulations, including those in relation to the use of derivatives.



## Independent Review Committee

Set out below is a list of the individuals who comprise the independent review committee (the “IRC”) for the fund.

Name and municipality of residence	Principal occupation in the last 5 years
James M. Werry Toronto, Ontario	Chair of the IRC Corporate director
Tom Eisenhauer Toronto, Ontario	Chief Executive Officer of Bonnefield Financial Inc.
Karen Fisher Newcastle, Ontario	Corporate director
James McPhedran Toronto, Ontario	Corporate director Senior Advisor, McKinsey & Company, since 2018 Supervisory Board Director, Maduro & Curiel’s Bank (Curacao), since 2018 Executive Vice-President, Canadian Banking, Scotiabank, from 2015 to 2018
Donna E. Toth Etobicoke, Ontario	Corporate director Managing Director, Global Equity Sales, Scotia Capital from 2009 to 2016

Each member of the IRC is independent of us, our affiliates and the fund. The IRC provides independent oversight and impartial judgment on conflicts of interest involving the fund. Its mandate is to consider matters relating to conflicts of interest and recommend to us what action we should take to achieve a fair and reasonable result for the fund in those circumstances; and to review and advise on or consent to, if appropriate, any other matter required by the Declaration of Trust and by applicable securities laws, regulations and rules. The IRC meets at least quarterly.

Among other matters, the IRC prepares, at least annually, a report of its activities for unitholders of the fund which will be available at [www.ci.com](http://www.ci.com) and upon request by any unitholder, at no cost, by calling 1-800-792-9355 or e-mailing [service@ci.com](mailto:service@ci.com).

The IRC members perform a similar function as the independent review committee for other investment funds managed by us or our affiliate. IRC members are paid a fixed annual fee for their services. The annual fees are determined by the IRC and are disclosed in its annual report to unitholders of the fund. Generally, the Chair of the IRC is paid \$88,000 annually and each member other than the Chair is paid \$72,000. Members of the IRC are also paid a meeting fee of \$1,500 per meeting after the sixth meeting attended. Annual fees are allocated across all investment funds managed by us and our affiliates with the result that only a small portion of such fees are allocated to any single fund. Members of the IRC are also reimbursed for their expenses which are typically nominal and associated with travel and the administration of meetings.

The individuals who comprise the IRC also perform a function similar to an audit committee for the fund.

As of December 4, 2020, the members of the IRC did not beneficially own, directly or indirectly, in aggregate, any material amount of issued and outstanding units of the fund, (ii) any class or series of voting or equity securities of the Manager or (iii) any material amount of any class or series of voting or equity securities of any material service provider to the fund or to the Manager.

## **Policies Related to the Use of Derivatives**

The fund may use derivatives. For details about how the fund uses derivatives, see “*How the fund uses derivatives*” under “*Additional Information – Additional Information on the Use of Certain Investment Strategies*” in the simplified prospectus and investment strategies under the sub-heading “*What does the fund invest in?*” under the heading “*Specific Information About the Fund*” in the simplified prospectus.

Derivatives are used by the fund only as permitted by applicable securities legislation and by discretionary exemptions given to them. CI maintains policies and procedures (including risk management procedures), trading limits and controls relating to such use of derivatives. These policies, procedures, limits and controls are set and reviewed by one or more officers designated by CI from time to time who also generally review the risks associated with specific derivatives trading decisions. CI does not simulate stress conditions to measure risk in connection with the fund’s use of derivatives. The individuals named under “*Portfolio advisor*” and/or “*Portfolio Sub-advisor*” above are responsible for authorizing derivatives trading by the fund.

## **Policies Related to Securities Lending, Repurchase and Reverse Repurchase Transactions**

The fund may enter into securities lending transactions, repurchase transactions and reverse repurchase transactions. For details about how the fund engages in these transactions, see “*How the fund engages in securities lending transactions*” under “*Additional Information – Additional Information on the Use of Certain Investment Strategies*” and investment strategies under the sub-heading “*What does the fund invest in?*” under the heading “*Specific Information About the Fund*” in the simplified prospectus. The fund may enter into these transactions only as permitted under securities law.

The fund will not enter into a securities lending transaction or a repurchase transaction if, immediately thereafter, the aggregate market value of all securities loaned by the fund and not yet returned to it or sold by the fund in a repurchase transaction and not yet repurchased would exceed 50% of the net asset value of the fund (exclusive of collateral held by the fund for securities lending transactions and cash held by the fund for repurchase transactions).

The fund’s custodian will act as the agent for the fund in administering the securities lending, repurchase and reverse repurchase transactions of the fund. The risks associated with these transactions will be managed by requiring that the fund’s agent enter into such transactions for the fund with reputable and well-established Canadian and foreign brokers, dealers and institutions. The agent is required to maintain internal controls, procedures and records including a list of approved third parties based on generally accepted creditworthiness standards, transaction and credit limits for each third party, and collateral diversification standards. Each day, the agent will determine the market value of both the securities loaned by the fund under a securities lending transaction or sold by the fund under a repurchase transaction and the cash or collateral held by the fund for such transactions. If on any day the market value of the cash or collateral is less than 102% of the market value of the borrowed or sold securities, on the next day the borrower will be required to provide additional cash or collateral to the fund to make up the shortfall.

CI, the IRC and the agent will review at least annually the policies and procedures described above to ensure that the risks associated with securities lending, repurchase and reverse repurchase transactions are being properly managed. CI does not simulate stress conditions to measure risk in connection with the fund’s use of securities lending, repurchase and reverse repurchase transactions.

## **Policies Related to Short Selling**

The fund may short sell as permitted by securities regulations. For details about how the fund engages in short selling, see “*How the fund engages in short selling*” under “*Additional Information – Additional Information on the Use of Certain Investment Strategies*” and investment strategies under the sub-heading “*What does the fund invest in?*” under the heading “*Specific Information About the Fund*” in the simplified prospectus.

The Manager has developed written policies and procedures, including risk management procedures, relating to short selling by the fund. Any agreements, policies and procedures that are applicable to the fund relating to short selling (including trading limits and controls in addition to those specified above) have been prepared and reviewed by senior management of the Manager. The IRC will be kept informed of the Manager’s short selling policies. The decision to effect any particular short sale will be made by senior portfolio managers and reviewed and monitored as part of the Manager’s ongoing compliance procedures and risk control measures. CI does not simulate stress conditions to measure risk in connection with the fund’s short selling transactions.

## **Proxy Voting Policies and Guidelines**

### ***Policies and procedures***

CI delegates proxy voting to the fund's portfolio advisor or portfolio sub-advisor, as applicable, (each, an "Advisor") as part of the Advisor's general management of the fund assets, subject to oversight by CI. It is CI's position that applicable Advisors must vote all proxies in the best interest of the unitholders of the fund, as determined solely by the Advisor and subject to CI's Proxy Voting Policy and Guidelines and applicable legislation.

CI has established Proxy Voting Policy and Guidelines (the "Guidelines") that have been designed to provide general guidance, in compliance with the applicable legislation, for the voting of proxies and for the creation of the Advisor's own Proxy Voting Policies. The Guidelines set out the voting procedures to be followed in voting routine and non-routine matters, together with general guidelines suggesting a process to be followed in determining how and whether to vote proxies. Although the Guidelines allow for the creation of a standing policy for voting on certain routine matters, each routine and non-routine matter must be assessed on a case-by-case basis to determine whether the applicable standing policy or general Guidelines should be followed. The Guidelines also address situations in which the Advisor may not be able to vote, or where the costs of voting outweigh the benefits. If the fund invests in an underlying fund that is managed by CI or our affiliate, the proxy of the underlying fund will not be voted by us. However, we may arrange for you to vote your share of those securities. Each Advisor is required to develop their own respective voting guidelines and keep adequate records of all matters voted or not voted. A copy of the Guidelines is available upon request, at no cost, by calling CI toll-free at 1-800-792-9355 or by writing to CI at 2 Queen Street East, Twentieth Floor, Toronto, Ontario M5C 3G7.

### ***Conflicts of interest***

Situations may exist in which, in relation to proxy voting matters, CI or the Advisor may be aware of an actual, potential, or perceived conflict between the interests of CI or the Advisor and the interests of unitholders. Where CI or an Advisor is aware of such a conflict, CI or the Advisor must bring the matter to the attention of the IRC. The IRC will, prior to the vote deadline date, review any such matter, and will take the necessary steps to ensure that the proxy is voted in accordance with what the IRC believes to be the best interests of unitholders, and in a manner consistent with the Proxy Voting Policy and Guidelines. Where it is deemed advisable to maintain impartiality, the IRC may choose to seek out and follow the voting recommendation of an independent proxy research and voting service.

### ***Disclosure of proxy voting record***

After August 31 of each year, unitholders of the fund may obtain upon request to CI, free of charge, the proxy voting records of the fund for the year ended June 30 for that year. These documents also will be made available on CI's website, [www.ci.com](http://www.ci.com).

## **BROKERAGE ARRANGEMENTS**

The Manager may receive research and order execution goods and services in return for directing brokerage transactions for the fund to registered dealers. When the Manager does so, it ensures that the goods or services are used by the fund to assist with investment or trading decisions, or with effecting securities transactions, on behalf of the fund. The Manager obtains trade cost analysis conducted by an independent third party firm to ensure that the fund receives a reasonable benefit considering the use of the research and order execution goods and services, as applicable, and the amount of the brokerage commission paid. The Manager also makes a good faith determination that the fund receives reasonable benefit considering the use of the goods and services, the amount of brokerage commissions paid, the range of services and the quality of research received. The Manager uses the same criteria in selecting registered dealers, regardless of whether the dealer is its affiliate. These arrangements are always subject to best execution, which includes a number of considerations such as price, volume, speed and certainty of execution and total transaction costs.

The names of such dealers and third parties are available upon request by calling the Manager toll-free at 1-800-792-9355, by sending the Manager an email at [service@ci.com](mailto:service@ci.com) or by writing to the Manager at 2 Queen Street East, Twentieth Floor, Toronto, Ontario M5C 3G7.

## PRINCIPAL HOLDERS OF SECURITIES

CI Investments Inc. is a wholly-owned subsidiary of CI Financial Corp. CI Financial Corp. is an independent, Canadian-owned wealth management firm, the common shares of which are traded on the Toronto Stock Exchange. CI Financial Corp. owns all of the shares of CI Investments Inc.

As of the date of this annual information form, the Manager beneficially owned all of the outstanding units of the fund. No units of the fund or shares of the Manager are held by any directors, senior officer or trustee of the fund or by any member of the independent review committee.

## CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations with respect to acquiring, owning and disposing of units of the fund. It applies only to an individual investor (other than a trust) who, for the purposes of the Income Tax Act, is resident in Canada, deals at arm's length with the fund and holds the units directly as capital property.

This is a general summary and is not intended to be advice to any particular investor. You should seek independent advice about the income tax consequences of investing in units of the fund, based on your own circumstances.

This summary is based on the current provisions of the Income Tax Act, the regulations under the Income Tax Act, specific proposals to amend the Income Tax Act and the regulations announced by the Minister of Finance (Canada) before the date of this annual information form and the current publicly available administrative practices and policies published by the Canada Revenue Agency ("CRA"). This summary assumes that such practices and policies will continue to be applied in a consistent manner. This summary does not take into account or anticipate any other changes in law whether by legislative, regulatory, administrative or judicial action. It also does not take into account provincial or foreign income tax legislation or considerations.

The fund currently does not qualify, nor is it expected to qualify, as a "registered investment" or "mutual fund trust" within the meaning of the Income Tax Act.

**This summary is not exhaustive of all possible federal income tax considerations and, other than the Tax Proposals, does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action. This summary does not deal with foreign or provincial income tax considerations, which might differ from the federal considerations. This summary does not constitute legal or tax advice to any particular investor. Investors are advised to consult their own tax advisers with respect to their individual circumstances.**

### Non-Qualification as a Mutual Fund Trust

As the fund is not, and is not expected to be, a "mutual fund trust" within the meaning of such terms in the Income Tax Act, the fund (i) may become liable for alternative minimum tax under the Income Tax Act, (ii) may be subject to a special tax under Part XII.2 of the Income Tax Act; (iii) may be subject to rules applicable to financial institutions; and (iv) will not be entitled to the capital gains refund mechanism.

The fund may be subject to alternative minimum tax in any taxation year throughout which the fund did not qualify as a "mutual fund trust" under the Income Tax Act. This could occur, for example, in a year in which the fund does not qualify as a "mutual fund trust" and has losses on income account, as well as capital gains.

Part XII.2 of the Income Tax Act provides that certain trusts (excluding mutual fund trusts) that have an investor who is a "designated beneficiary" under the Income Tax Act at any time in the taxation year are subject to a special tax under Part XII.2 of the Income Tax Act on the trust's "designated income" under the Income Tax Act. "Designated beneficiaries" generally include non-resident persons, non-resident owned investment corporations, certain trusts, certain partnerships, and certain tax-exempt persons in certain circumstances where the tax-exempt person acquires units from another beneficiary. "Designated income" generally includes income from businesses carried on in Canada and taxable capital gains from dispositions of taxable Canadian property. Where the fund is subject to tax under Part

XII.2, provisions in the Income Tax Act are intended to ensure that unitholders who are not designated beneficiaries receive an appropriate refundable tax credit.

If more than 50% (calculated on a fair market value basis) of the units of the fund are held by one or more unitholders that are considered to be “*financial institutions*” for the purposes of certain special “*mark-to-market*” rules in the Income Tax Act, then the fund itself will be treated as a financial institution under those special rules. Under those rules, the fund will be required to recognize at least annually on income account any gains and losses accruing on certain types of debt obligations and equity securities that it holds and also will be subject to special rules with respect to income inclusion on these securities. Any income arising from such treatment will be included in amounts to be distributed to unitholders. If more than 50% of the units of the fund cease to be held by financial institutions, the taxation year of the fund will be deemed to end immediately before that time and any gains or losses on certain types of debt obligations and equity securities that it holds accrued before that time will be deemed to be realized by the fund at that time and will be distributed to unitholders. A new taxation year for the fund will then begin as described above.

Since the fund is not entitled to claim the capital gains refund that would otherwise be available to it if it were a “*mutual fund trust*”, non-redeeming unitholders for a particular year will be allocated and subject to tax on the amount of net realized capital gains that would have otherwise been reduced or refunded as a capital gains refund in respect of redeeming units throughout the year.

In addition, as the fund is not, and is not expected to be a “*mutual fund trust*” within the meaning of such terms in the Income Tax Act, the fund may be required to reduce any loss realized on the disposition of shares of a corporation by the amount of dividends received thereon, including those that are distributed to unitholders.

### **Taxation of the Fund**

In each taxation year, the fund is subject to tax under Part I of the Income Tax Act on the amount of its income for tax purposes for that taxation year, including net taxable capital gains, less the portion that is paid or payable to unitholders. Generally, the fund will distribute to its unitholders in each taxation year enough of its net income and net realized capital gains so that the fund should not be liable for ordinary tax under Part I of the Income Tax Act.

Generally, gains and losses from using derivatives for non-hedging purposes and short-selling will be realized on income account rather than on capital account, and gains and losses from using derivatives and short-selling for hedging purposes will be realized on capital account.

All of the fund’s deductible expenses will be taken into account in determining the income or loss of the fund as a whole. Losses incurred by the fund cannot be allocated to investors but may, subject to certain limitations, be deducted by the fund from capital gains or other income realized in other years.

The fund is required to calculate its net income and net realized capital gains in Canadian dollars for purposes of the Income Tax Act, and may, as a consequence, realize income or capital gains from changes in the value of the U.S. dollar or other relevant currencies relative to the Canadian dollar. Where the fund accepts subscriptions or makes payments for redemptions or distributions in foreign currency, it may experience a foreign exchange gain or loss between the date the order is accepted or the distribution is calculated and the date the fund receives or makes payment.

The “*suspended loss*” rules in the Income Tax Act may prevent the fund from recognizing capital losses on the disposition of securities, including securities of underlying funds in certain circumstances and reference fund units under certain derivative agreements, which may increase the amount of net realized capital gains of the fund to be made payable to investors.

The Income Tax Act includes “*loss restriction event*” (“*LRE*”) rules that could potentially apply to the fund. In general, the fund is subject to a LRE if a person (or group of persons) acquires more than 50% of the fair market value of the units of the fund. If a LRE occurs (i) the fund will be deemed to have a year-end for tax purposes immediately before the LRE occurs, (ii) any net income and net realized capital gains of the fund at such year-end will be distributed to unitholders of the fund to the extent required for the fund not to be liable for income taxes, and (iii) the fund will be restricted in its ability to use tax losses (including any unrealized capital losses) that exist at the time of the LRE. However, the LRE rules will not apply if the fund is an “*investment fund*” which requires the fund to satisfy certain investment diversification rules.

## Taxable Unitholders of the Fund

Unitholders, generally, will be required to include in computing their income for a taxation year the amount (computed in Canadian dollars) of the net income and the taxable portion of the net realized capital gains as is paid or payable to them by the fund in the taxation year, whether or not such amount has been reinvested in additional units. A unitholder may be taxable on undistributed income and realized capital gains and accrued but unrealized capital gains that are in the fund at the time units are purchased to the extent that such amounts are subsequently distributed to the unitholder.

Provided that appropriate designations are made by the fund, the amount, if any, of foreign source income, net taxable capital gains and taxable dividends from taxable Canadian corporations (including “*eligible dividends*”) of the fund that are paid or payable to unitholders (including such amounts invested in additional units) will, effectively, retain their character for tax purposes and be treated as foreign source income, taxable capital gains and taxable dividends of the unitholders. Eligible dividends are subject to an enhanced gross-up and dividend tax credit. Foreign source income received by the fund will generally be net of any taxes withheld in the foreign jurisdiction. The taxes so withheld will be included in the determination of the fund’s income under the Income Tax Act. To the extent that the fund so designates in accordance with the Income Tax Act, unitholders will, for the purpose of computing foreign tax credits, be entitled to treat their proportionate share of such taxes withheld as foreign taxes paid by the unitholders.

To the extent that distributions to a unitholder by the fund in any year exceed that unitholder’s share of the net income and net realized capital gains of the fund allocated to that unitholder for that year, those distributions (except to the extent that they are proceeds of disposition of a unit as described below) will not be taxable to the unitholder but will reduce the adjusted cost base of the unitholder’s units. If the adjusted cost base of a unitholder’s units becomes a negative amount at any time in a taxation year, the unitholder will be deemed to realize a capital gain equal to that amount and the adjusted cost base of the unitholder’s units will be reset to zero.

Upon the disposition or deemed disposition by a unitholder of a unit, whether by redemption, sale, transfer or otherwise, a capital gain (or capital loss) will be realized to the extent that the proceeds of disposition, less any costs of disposition, are greater (or less) than the adjusted cost base to the unitholder of the unit. In particular, a disposition of a unit will occur on a transfer to another mutual fund managed by us. One-half of a capital gain (or capital loss) is included in determining a unitholder’s taxable capital gain (or allowable capital loss).

In certain situations where a unitholder disposes of units of the fund and would otherwise realize a capital loss, the loss will be denied. This may occur if the unitholder, the unitholder’s spouse or another person affiliated with the unitholder (including a corporation controlled by the unitholder) has acquired units of the fund (which are considered to be “*substituted property*”) within 30 days before or after the unitholder disposed of the unitholder’s units. In these circumstances, the unitholder’s capital loss may be deemed to be a “*superficial loss*” and denied. The amount of the denied capital loss will be added to the adjusted cost base to the owner of the units which are substituted property.

Taxable dividends from Canadian corporations and capital gains distributed to or realized by a unitholder may give rise to a liability for alternative minimum tax under the Income Tax Act.

The fees a unitholder pays for Series I units consist of investment advisory fees that the unitholder pays to his or her representative’s firm and management fees that he or she pays to us. To the extent that such fees are collected by the redemption of units, the unitholder will realize gains or losses in non-registered accounts. The deductibility of these fees, for income tax purposes, will depend on the exact nature of services provided to the unitholder and the type of investment held. Generally, fees paid by a unitholder to his or her representative’s firm in respect of Series I units of the fund held in a non-registered account should be deductible for income tax purposes from income earned on the fund to the extent that the fees are reasonable and represent fees for advice to the unitholder regarding the purchase and sale of specific securities (including units of the fund) by the unitholder directly.

## MATERIAL CONTRACTS

The following are details about the material contracts of the fund. You can view copies of the contracts at our head office during regular business hours:

CI Investments Inc.  
2 Queen Street East

Twentieth Floor  
Toronto, Ontario  
M5C 3G7

### **Declarations of Trust**

The fund has been established under an amended and restated master declaration of trust dated April 21, 2020, as amended (the “*Declaration of Trust*”). The Declaration of Trust, as supplemented or amended from time to time, sets out the terms and conditions that apply to the fund. The Declaration of Trust may be amended from time to time to add or delete a mutual fund or to add or delete a new series of units.

### **Management Agreement**

Under an amended and restated master management agreement dated July 18, 2008, as amended, between the Manager and the fund (the “*Master Management Agreement*”), the Manager is responsible for managing the investment portfolio of the fund. The schedule to the Master Management Agreement may be amended from time to time to add or delete a mutual fund or to add or delete a series of units.

The Master Management Agreement permits the Manager to resign as manager of the fund after giving 60 days’ notice to the trustee or directors of the fund.

The Master Management Agreement permits investors to terminate the agreement if such resolution is approved by at least 66 2/3% of the votes cast at a meeting of unitholders called for that purpose by the trustee. To be valid, at least 33% of the units held by unitholders must be represented at the meeting.

The fund is responsible for paying its management fees and applicable administration fees.

### **Custodian Agreement**

RBC Investor Services Trust is the custodian of the assets of the fund pursuant to a fourth amended and restated custodian agreement dated as of May 4, 2020, as amended.

You will find more information about the custodian under “*Operation of the Fund – Custodian*” above.

## **LEGAL AND ADMINISTRATIVE PROCEEDINGS**

### **Class Action**

A motion to institute a class action proceeding against the Manager and other fund companies was filed in the Superior Court of the Province of Quebec on October 25, 2004, claiming a breach of fiduciary duty in respect of market timing practices. The claim, as amended, proposed a class of all Canadian residents who held securities in certain mutual funds managed by the Manager (the “*CI Funds*”), between January 1, 2000 and December 31, 2003 (the “*Quebec Class Action*”). The Superior Court of Quebec authorized the Quebec Class Action on September 17, 2010., however, the class in the Quebec Class Action is limited to residents of Quebec.

A proposed class action proceeding against the Manager and other fund companies was filed in the Superior Court of the Province of Ontario in December 2005 claiming inappropriate “*market timing transactions*” in certain mutual funds (the “*Ontario Class Action*”). The proceeding proposed a class of all Canadian residents, except for Quebec residents, who held securities in certain CI Funds between August 2000 and June 2003. On December 12, 2013, the Ontario Class Action was certified to proceed as a class action.

The Manager intends to vigorously defend the Quebec Class Action and the Ontario Class Action.

### **2016 OSC Settlement**

In April 2015, the Manager discovered an administrative error affecting certain CI Funds. Approximately \$156.1 million of interest had not been properly recorded as an asset in the accounting records of the applicable CI Funds, on total assets of approximately \$9.8 billion as of May 29, 2015. The result was that the NAVs of the applicable CI Funds, and any mutual funds that had invested in the applicable CI Funds, had been understated for several years. The interest

at all times remained in bank accounts as an asset of the applicable CI Funds and was never comingled with the property of the Manager. Once the error was discovered, the Manager, with the assistance of an independent consulting firm, undertook a comprehensive investigation into how the error occurred and developed a plan to put affected investors into the economic position they would have been in if the interest had been recorded (the “*Plan*”). The Manager also enhanced its systems and processes to help prevent similar errors from occurring in the future. The Manager self-reported the error to the Ontario Securities Commission (“*OSC*”). On February 10, 2016, the Manager entered into a no-contest settlement agreement with the OSC in connection with the administrative error. As part of the no-contest settlement agreement, the Manager agreed to, among other things, implement the Plan and make a voluntary payment of \$8 million (and \$50,000 towards costs) to the OSC.



## CERTIFICATE OF THE FUND, THE MANAGER AND THE PROMOTER

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

DATED: December 16, 2020

*“Douglas J. Jamieson”*

Douglas J. Jamieson  
President,  
acting as Chief Executive Officer  
CI Investments Inc.

*“David Poster”*

David Poster  
Chief Financial Officer  
CI Investments Inc.

On behalf of the Board of Directors of CI Investments Inc.  
as manager, promoter and/or trustee

*“Darie Urbanky”*

Darie Urbanky  
Director

*“Edward Kelterborn”*

Edward Kelterborn  
Director

On behalf of CI Investments Inc.,  
as promoter

*“Douglas J. Jamieson”*

Douglas J. Jamieson  
President, acting as Chief Executive Officer

## CI EMERGING MARKETS BOND FUND

Managed by:

CI Investments Inc.  
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Toronto, Ontario  
M5C 3G7  
(416) 364-1145  
1-800-792-9355

You can find additional information about the fund in the fund's fund facts, management reports of fund performance and financial statements.

You can get a copy of these documents, at no cost by calling 1-800-792-9355 or by email at [service@ci.com](mailto:service@ci.com), or by asking your representative. You will also find the financial statements on our website at [www.ci.com](http://www.ci.com).

These documents and other information about the fund, such as information circulars and material contracts, are also available at [www.sedar.com](http://www.sedar.com).

To request an alternative format, please contact us through our website at [www.ci.com](http://www.ci.com), or by calling 1-800-792-9355.