AMENDMENT TO SUPPORT AGREEMENT

THIS AGREEMENT effective the 23rd day of February, 2007 (the "**Agreement**").

B E T W E E N:

CI FINANCIAL INCOME FUND,
a trust organized under the laws of the Province of Ontario
("**Parent**")

\- and –

CANADIAN INTERNATIONAL LP,
a subsidiary of Parent organized under the laws of the Province of Manitoba
("**Exchangeco**")

\- and –

ROCKWATER CAPITAL CORPORATION,
a corporation incorporated under the laws of the Province of Ontario
(the "**Company**")

WHEREAS the parties hereto entered into a support agreement dated February 12, 2007 (the "**Support Agreement**");

AND WHEREAS the parties hereto desire to amend the Support Agreement in the manner set forth herein;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, Parent, Exchangeco and the Company hereby agree as follows:

ARTICLE I
INTERPRETATION

1.1 Defined terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Support Agreement.

1.2 The Parties agree that this Agreement will, from the date hereof, be read and construed along with the Support Agreement and be treated as part thereof and, for such purposes and so far as may be necessary to effectuate these presents, the Support Agreement will be regarded as being hereby amended, and the Support Agreement as so amended together with all terms and conditions thereof will remain in full force and effect.

1.3 In the case of any conflict between the terms and conditions of the Support Agreement and the terms or conditions of this Agreement, the terms and conditions of this Agreement will prevail.

ARTICLE II
AMENDMENTS

2.1 Paragraph 2.1(a) of the Support Agreement is hereby amended by deleting the word "closing" in the tenth line thereof.

2.2 Paragraph 2.1(c) of the Support Agreement is hereby deleted in its entirety and replaced with the following:

> "The Offered Consideration is based on 30,764,130 Common Shares on a fully diluted basis, assuming the exercise of all Convertible Securities (as set forth in Section 4.7), other than Options exercisable for a price per Common Share greater than $7.62 (the "Out of the Money Options"). The price per Common Share will be adjusted accordingly (i.e., a reduction in the value per Common Share) (i) if the number of Common Shares on a fully diluted basis becomes greater than this amount at the time of closing, other than through the exercise of Out of the Money Options, and/or (ii) if the number of unfunded DSU's exceeds the number expressed in Section 4.7, in each case without the Offeror's prior written approval."

2.3 Section 2.6 of the Support Agreement is hereby amended by adding the following as the last sentence thereof:

> "The Offeror hereby covenants to issue CI Units to satisfy the Company's obligation to issue 1,386,129 Common Shares pursuant to unfunded DSU's of the Company (with terms adjusted for the exchange ratio implied by the Offered Consideration)."

ARTICLE III
GENERAL PROVISIONS

3.1 This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be construed and treated in all respects as an Ontario contract. Each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

3.2 Each of the Parties will at all times and from time to time and upon reasonable request do, execute and deliver all further assurances, acts and documents for the purpose of evidencing and giving full force and effect to the covenants, agreements and provisions in this Agreement.

3.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar electronic copy of this Agreement, and such facsimile or similar electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

IN WITNESS WHEREOF, Parent, Exchangeco and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CI FINANCIAL GENERAL PARTNER CORP., general partner of CANADIAN INTERNATIONAL LP, as on behalf of (and in its capacity as administrator to) CI FINANCIAL INCOME FUND

By: *"Michael J. Killeen"*

Name: Michael J. Killeen
Title: Senior Vice-President, General Counsel and Corporate Secretary

CI FINANCIAL GENERAL PARTNER CORP., on behalf of (and in its capacity as general partner of) CANADIAN INTERNATIONAL LP

By: *"Michael J. Killeen"*

Name: Michael J. Killeen
Title: Senior Vice-President, General Counsel and Corporate Secretary

ROCKWATER CAPITAL CORPORATION

By: *"William Packham"*

Name: William Packham
Title: President & CEO