CONFIRMATION OF PREFERRED REPAYMENT FORWARD TRANSACTION

Date: June 25, 2002

To: High Income Preferred Shares Corporation 70 York Street Suite 1500 Toronto, OntarioM5J 1S9	From: CIBC World Markets Securities Ireland Limited Ormonde House 12 Lower Leeson Street Dublin 2, Ireland
Attention: Chief Financial Officer	Attention: Ursula Baxter
Facsimile No: 416 362 0063 Telephone No: 416 362 0888	Facsimile No: 353 1 662 4371 Telephone No: 353 1 662 4400

HIGH INCOME PREFERRED SHARES CORPORATION PREFERRED REPAYMENT FORWARD TRANSACTION
OUR REFERENCE NO: WMSIL00041

We are pleased to confirm the details of the Preferred Repayment Forward Transaction.

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the transaction entered into between us on the Trade Date specified below (the "Transaction" or "Swap Transaction").

The definitions and provisions contained in the 2000 ISDA Definitions (as supplemented by the Annex to the 2000 ISDA Definitions (June 2000 Version)) (the "Swap Definitions") and in the 1996 ISDA Equity Derivatives Definitions (the "Equity Definitions", and, together with the Swap Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions will govern. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern. For purposes of the Equity Definitions, the Transaction shall be deemed to be a "Share Basket Option Transaction".

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of June 20, 2002 as amended and supplemented from time to time (the "Agreement"), between you, High Income Preferred Shares Corporation, and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Except as expressly set out herein, each party represents to the other that it is entering into this Transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks.

The terms of the particular Transaction to which this Confirmation relates are as follows:

1. General Terms

Party A:	CIBC World Markets Securities Ireland Limited
Party B:	High Income Preferred Shares Corporation
Trade Date:	June 20, 2002
Effective Date:	June 25, 2002
Termination Date:	June 29, 2012
Basket:	As specified in Annex 1, subject to such adjustments as determined by the Calculation Agent in accordance with this Confirmation.
Shares:	As specified in Annex 1, subject to such adjustments as determined by the Calculation Agent in accordance with this Confirmation.
Number of Shares:	Means, for the Shares of each Issuer included in the Basket, the number of those Shares specified in Annex 1, subject to such adjustments as determined by the Calculation Agent in accordance with this Confirmation.
Number of Baskets:	1
Forward Price:	CAD31,500,000, subject to such adjustments as determined by the Calculation Agent in accordance with this Confirmation (i) if the Transaction or one or more portions thereof are terminated prior to the Termination Date or (ii) as otherwise provided in the Agreement.
Exchanges:	In respect of each Share as specified in Annex 1
Related Exchanges:	Any exchange on which futures or options in respect of the relevant Shares in the Basket are ordinarily traded.
Business Days:	Toronto
Business Day Convention:	Modified Following
Calculation Agent:	Canadian Imperial Bank of Commerce
2. Cash Settlement:	Applicable, unless Party B elects Physical Settlement instead of Cash Settlement by providing written notice to Party A to such effect no later than 10:00 a.m. (Toronto time) on the fifth Exchange Business Day before the Termination Date. Party B shall pay to Party A an amount equal to the

Cash Settlement Amount on the Cash Settlement Payment Date, if such Cash Settlement Amount is a positive number.

Party A shall pay to Party B an amount equal to the absolute value of the Cash Settlement Amount on the Cash Settlement Payment Date, if such Cash Settlement Amount is a negative number.

Cash Settlement Payment Date: The Termination Date; provided, however, that if there is a Market Disruption Event on or prior to such day which is continuing on such day in respect of any of the relevant Shares, then the Cash Settlement Payment Date in respect of such Shares shall be the day that is three Exchange Business Days following the day on which Party A informs Party B that Party A, or one or more of its Affiliates directly or indirectly hedging the exposure of Party A under the Transaction, has completed the unwinding of its hedge position in respect of such Shares, such Cash Settlement Payment Date to occur no later than fifteen days following the Termination Date.

Cash Settlement Amount: An amount determined by the Calculation Agent equal to the Aggregate Equity Amount minus the Forward Price, where:

"Equity Amount" for each Issuer means the Number of Shares of such Issuer multiplied by the Final Price; and

"Aggregate Equity Amount" means the sum of all the Equity Amounts for all of the Issuers in the Basket.

Final Price: In respect of the Shares of each Issuer in the Basket:

(A) If Party A, or one or more Affiliates of Party A directly or indirectly hedging the exposure of Party A under the Transaction, is hedging the position of Party A in respect of the Shares comprising the Basket under the Transaction, the actual average price per Share (inclusive of commissions), rounded to four decimal places, at which Party A, or one or more such Affiliates, completes the unwind of such hedge position (to be completed in a commercially reasonable manner); provided, however, that if Party A, or one or more such Affiliates, has not completed the unwind of a hedge position in respect of a Share or Shares comprising the Basket on or prior to the third Exchange Business Day prior to the Termination Date (the "Specified Valuation Date"), then the Final Price for such Shares will equal:

(a) if no Market Disruption Event has occurred and is continuing on the Specified Valuation Date, the price per share (inclusive of customary commissions) at which such Shares were last traded on the relevant Exchange on the Specified Valuation Date, or

(b) if a Market Disruption Event has occurred and is continuing on the Specified Valuation Date or if Party B has not provided irrevocable written notice to Party A that it is electing Physical Settlement in respect of the relevant Shares by the fifth Exchange Business Day prior to the Termination Date, the actual average price per Share (inclusive of customary commissions), rounded to four decimal places, at which Party A, or one or more such Affiliates, completes the unwind of such hedge position (to be completed in a commercially reasonable manner); provided further that if Party A, or one or more such Affiliates, has not completed the unwind of a hedge position in respect of Shares comprising the Basket on or prior to the third Exchange Business Day preceding the fifteenth day following the Termination Date and a Market Disruption Event is continuing in respect of such Shares on such third Exchange Business Day, then Party A shall have the right to determine (i) that the Final Price for such Shares will equal a dollar amount determined by the Calculation Agent as the per share price (inclusive of customary commissions) of such Shares that would have prevailed as of such third Exchange Business Day but for the continuance of the Market Disruption Event or (ii) that Physical Settlement shall apply in respect of such Shares.

(B) If neither Party A, nor any of its Affiliates, is directly or indirectly hedging the position of Party A in respect of the Shares comprising the Basket under the Transaction, the price per share (inclusive of customary commissions) at which such Shares were last traded on the relevant Exchange on the Specified Valuation Date; provided, however, that if a Market Disruption Event is continuing on the Specified Valuation Date, the price per share (inclusive of customary commissions) at which such Shares last traded prior to the close of trading on the relevant Exchange on the next following Exchange Business Day on which a Market Disruption Event is not continuing or, if the Market Disruption Event is continuing on the third Exchange Business Day preceding the fifteenth day following the Termination Date, an amount determined by the Calculation Agent as the per share price (inclusive of customary commissions) of such Shares that would have prevailed as of such day but for the continuance of that Market Disruption Event.

3. Physical Settlement:	Inapplicable, unless Party B has elected Physical Settlement in the manner described above. If applicable, on the Physical Settlement Date, Party A will pay to Party B the Forward Price and for each Issuer in the Basket Party B will deliver to Party A Shares equal in number to the relevant Number of Shares. (All settlements, either in whole or in part, shall be on the basis of payment versus delivery. For purposes of Physical Settlement, the Clearance System shall be deemed to be The Canadian Depository for Securities Limited.)
Physical Settlement Date:	The Termination Date unless a Settlement Disruption Event prevents delivery of any of the Shares on that day, in which case the provisions set out in Section 6.2 of the Equity Definitions shall apply with respect to such affected Shares on the basis that references in Section 6.2 of the Equity Definitions to “Exercise Date” shall be deemed to refer to the day three Exchange Business Days prior to the Termination Date.

4.	Optional Early Termination Provisions:	Party B may, provided that no Event of Default exists with respect to Party B and no Early Termination Date (which for certainty shall exclude (1) an Optional Early Termination Date in respect of a portion of the Transaction previously terminated and (2) an Early Termination Date in respect of a portion of the Transaction by reason of a Termination Event) has occurred or been designated in respect of the Transaction (or any portion thereof), elect to terminate the Transaction, in whole or in part, on any Business Day prior to the Termination Date by delivering a notice to such effect (an "Optional Early Termination Notice") to Party A. In such circumstances, Party B shall specify in the Optional Early Termination Notice (i) whether Party B elects Physical Settlement, (ii) a list of the Shares and the relevant number of Shares for which the Transaction shall be terminated and (iii) a Business Day (the "Optional Early Termination Date") not less than five Exchange Business Days and not more than 30 Exchange Business Days after the date of such notice to Party A. The Calculation Agent shall, in good faith, acting reasonably, and based on its standard practices and procedures, determine the amount (the "Optional Early Termination Amount") that Party A should pay to or receive from Party B, as the case may be, for terminating the Transaction (or part thereof) on the Optional Early Termination Date (including in relation to any Physical Settlement). The Optional Early Termination Amount shall include any and all unpaid amounts, any loss of bargain by Party A and any loss or cost incurred by Party A, or one or more Affiliates of Party A directly or indirectly hedging the exposure of Party A under the Transaction, as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position (including any costs or losses resulting from or associated with a Hedging Event during the period from the applicable Hedging Event to the related Optional Early Termination Date). The value of the Transaction or any portion thereof which is to be terminated will be determined by the Calculation Agent using its applicable discount factors derived from its then current Canadian Dollar zero coupon

interest rate swap curve. The party that would be entitled to payment upon such termination shall be paid the Optional Early Termination Amount by the other party on the Optional Early Termination Date and, if Party B elects to settle by delivery of Shares, Party B will deliver the relevant number of Shares to Party A; provided, however, that in no case shall Party A be required to make payment for any Shares to be delivered to it unless such Shares are delivered prior to or at the same time as such payment is made; and the Transaction (or part thereof) shall be deemed terminated upon the completion of such deliveries and the payment of any applicable Optional Early Termination Amount and, if only part of the Transaction is terminated, the Calculation Agent shall make such adjustments to the Basket and the Forward Price as it deems reasonable to reflect the partial termination.

5. Other Provisions

Additional Termination Events: If a Hedging Event has occurred and is continuing, Party A shall have the right to deliver to Party B written notice (a "Hedging Event Termination Notice") of its election to terminate all or any portion of the Transaction. This Hedging Event Termination Notice shall specify an Early Termination Date which is not less than five Exchange Business Days from the date of such Hedging Event Termination Notice. If a Hedging Event Termination Notice is delivered by Party A, the Transaction or the specified portion thereof shall terminate in accordance with Section 6(b)(iv) of the Agreement at the time and date specified in the Hedging Event Termination Notice and Loss shall be used as the payment measure; provided, however, that Party B shall have the right, by giving written notice to Party A immediately upon receipt of the Hedging Event Termination Notice to request that the Parties effect a substitution of those Shares specified in the Hedging Event Termination Notice in accordance with the provisions of Section 5(c) of this Confirmation if substitutions proposed to Party A would eliminate the Hedging Event and would not be expected by Party A acting in a commercially reasonable manner to give rise to any further Hedging Event. If all or any portion of the Transaction is terminated pursuant to Party A's election hereunder, the Settlement Amount shall include any and all unpaid amounts and any loss, loss of bargain or cost incurred by Party A, or one or more of its Affiliates directly or indirectly hedging the exposure of Party A under the Transaction, as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position. The value of the Transaction or portion thereof will be determined by the Calculation Agent using its applicable discount factors derived from its then current Canadian Dollar zero coupon interest rate swap curve.

The rights of Party A described in this paragraph shall apply in addition to, and without varying the rights of Party A provided elsewhere in the Agreement and the Security Agreement and in particular do not supplant or interfere with Party A's right to specify an Early Termination Date in accordance with Section 6(b)(iv) of the Agreement and to subsequently exercise termination or collateral realization rights as provided in each of the Agreement and the Security Agreement.

Additional Payment by Party B: Party B agrees to pay to Party A (a) on August 30, 2002 CAD26,408.22, being 0.45% per annum of the Forward Price in respect of the actual number of days in the period from the Effective Date to and including August 31, 2002; and thereafter, (b) on the last Business Day of each three month period ending on the last day of each of February, May, August and November of each year (each such three month period, a "Calculation Period") up to and including the Termination Date (such payments to commence on November 30, 2002 and the final payment to be made on November 30, 2012) an amount in CAD (the "Forward Fee") equal to the sum of 0.1125% times the amount of the average Forward Price during such Calculation Period.

The Parties agree that in the event of:

(a) the voluntary termination of the Transaction in whole by Party B (including pursuant to the Optional Early Termination provision); or

(b) the termination of the Transaction in whole as a consequence of an event or condition caused or controlled (directly or indirectly) by Party B, including, without limitation, an Event of Default

	with respect to Party B; or (c) the termination of the Transaction in whole as a consequence of a Termination Event if Party B would be the Affected Party; or (d) the termination of the Transaction in whole for any other reason, but excluding in each case any termination by reason of an Event of Default with respect to Party A, a Termination Event where Party A is the Affected Party or a Termination Event that is a Hedging Event, then the present value (using the Calculation Agent's applicable discount factors derived from its then current Canadian Dollar zero coupon interest rate swap curve) of the loss of future Forward Fees (as they may be adjusted as provided herein) to Party A in respect of the period up to and including the Termination Date shall be included by the Calculation Agent in its calculation of "loss of bargain", Loss and Settlement Amount, as applicable hereunder.
Indemnity in respect of Hedging Fees by Party B:	Party B agrees to pay Party A on demand on a monthly basis any commercially reasonable costs or expenses incurred (including securities borrowing fees) by Party A, or any one or more Affiliates of Party A directly or indirectly hedging the exposure of Party A under the Transaction, in connection with the hedging by Party A, or any such Affiliates of Party A, of Party A's exposure under the Transaction.
Additional Representation by Party A:	Party A confirms to Party B that it has entered into the Transaction with Party B whether or not Party A, or any one or more Affiliates of Party A hedging the position of Party A in respect of the Shares comprising the Basket under the Transaction, borrows Shares from Party B.

6. Adjustments and Extraordinary Events

(a) If during the term of the Transaction a distribution or dividend is declared or announced by an Issuer or is expected to be received in respect of any Shares in the Basket, then at the request of Party B and after consultation with Party A, the parties shall substitute for such Shares replacement shares (the "Replacement Shares") to the extent that substitute shares selected by the Calculation Agent after consultation with Party B that are acceptable to Party A, in its sole discretion, are available to Party A in sufficient number, as determined by the Calculation Agent, to preserve the value of the Transaction immediately prior to the occurrence of such event. Replacement Shares must be "Canadian Securities" within the meaning of Section 39(6) of the *Income Tax Act* (Canada) ("Canadian Securities"). The Replacement Shares will be included in the Basket as "Shares", their issuer will be an "Issuer", the number of Replacement Shares determined by the Calculation Agent above shall be the relevant Number of Shares in respect of those Shares and, if necessary, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable.

(b) If during the term of the Transaction a dividend or cash distribution is declared and a record date occurs prior to the parties replacement of such Shares, and such dividends are incrementally greater than those, if any, which were being customarily paid by the Issuer of the Share as of the Effective Date, there shall be a reduction in the Forward Price of the following amount as calculated by the Calculation Agent:

Incremental Dividend x $(1 + r)^T$

where,

"Incremental Dividend" is the aggregate cost of the corresponding dividend compensation payment to Party A, or any one or more Affiliates of Party A directly or indirectly hedging the exposure of Party A under the Transaction, including any costs, whether direct or indirect, associated with the partial or total non-deductibility thereof that is reflected in the hedge position of Party A, or any such Affiliates of Party A, in respect of the Shares for purposes of the *Income Tax Act* (Canada);

"r" is the annually compounded zero coupon Canadian dollar interest rate swap yield (derived from the Calculation Agent's then current Canadian Dollar zero coupon interest rate swap curve) for the period between the date the dividend or distribution is payable (the "Dividend Date") and the Termination Date;

and

"T" is the number of years (including fractional years) between the Dividend Date and the Termination Date.

(c) During the term of the Transaction, Party A or Party B may, if no Event of Default or Potential Event of Default exists with respect to such party, request the deletion and replacement of any Shares in the Basket, in which case the parties shall substitute for such Shares replacement shares (the "Replacement Shares") to the extent that substitute shares selected by the Calculation Agent after consultation with Party B that are acceptable to Party A, in its sole discretion, are available to Party A in sufficient number, as determined by the Calculation Agent, to preserve the value of the Transaction immediately prior to the occurrence of such event. Replacement Shares must be Canadian Securities. The Replacement Shares will be included in the Basket as "Shares", their issuer will be an "Issuer", the number of Replacement Shares determined by the Calculation Agent above shall be the relevant Number of Shares in respect of those Shares and, if necessary, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable.

(d) If during the term of the Transaction any Shares in the Basket are delisted from a stock exchange which is a prescribed exchange for purposes of the *Income Tax Act* (Canada) or, in the sole opinion of the Calculation Agent may be delisted (the "Delisted Shares"), the parties shall substitute for such Shares replacement shares (the "Replacement Shares") to the extent that substitute shares selected by the Calculation Agent after consultation with Party B acceptable to Party A, in its sole discretion, are available to Party A in sufficient number, as determined by the Calculation Agent, to preserve the value of the Transaction immediately prior to the occurrence of such event. Replacement Shares must be Canadian Securities. The Replacement Shares will be included in the Basket as "Shares", their Issuer will be an "Issuer", the number of Replacement Shares determined by the Calculation Agent above will be the relevant Number of Shares in respect of those Shares and, if necessary, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable. In the event the Delisted Shares are delisted (or may be delisted) prior to the parties being able to replace such Shares, then upon demand of Party A, Party B agrees to sell the Delisted Shares to Party A on any date as may be specified by the Calculation Agent and at a price determined by the Calculation Agent. If such a purchase and sale of Delisted Shares occurs, then the price at which the Delisted Shares are sold to Party A will be used to determine an amended Forward Price and, if necessary, the Calculation Agent shall adjust any other relevant terms hereunder as it deems reasonable. The failure to make such a replacement prior to the delisting of the shares shall constitute an additional Hedging Event.

(e) If during the term of the Transaction any Shares in the Basket cease to be, or are reasonably expected to cease to be, Canadian Securities, then at the request of Party B and after consultation with Party A, the parties shall substitute for such Shares replacement shares (the "Replacement Shares") to the extent that substitute shares selected by the Calculation Agent after consultation with Party B that are acceptable to Party A, in its sole discretion, are available to Party A in sufficient number, as determined by the Calculation Agent, to preserve the value of the Transaction immediately prior to the occurrence of such event. Replacement Shares must be Canadian Securities. The Replacement Shares will be included in the Basket as "Shares", their issuer will be an "Issuer", the number of Replacement Shares determined by the Calculation Agent above shall be the relevant Number of Shares in respect of those Shares and, if necessary, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable.

(f) Upon the occurrence of a Merger Event in respect of any Shares in the Basket whereby the Shares are exchanged for New Shares, the number of New Shares to which a holder of the Number of Shares would be entitled upon consummation of the Merger Event will be the "Number of Shares" and the New Shares and their issuer will be included in the Basket as "Shares" and will be an "Issuer", respectively and, if necessary, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable so as to preserve the value of the Transaction immediately prior to the occurrence of such Merger Event.

(g) Upon the occurrence of a Merger Event (or, in the opinion of the Calculation Agent acting reasonably, a potential Merger Event) in respect of any Shares in the Basket (the "Merged Shares") with consequences other than those described in clause (f) above, the parties shall substitute for such Shares replacement shares (the "Replacement Shares") to the extent that substitute shares selected by the Calculation Agent after consultation with Party B acceptable to Party A, in its sole discretion, are available to Party A in sufficient number, as determined by the Calculation Agent, to preserve the value of the Transaction immediately prior to the occurrence of such event. Replacement Shares must be Canadian Securities. The Replacement Shares will be included in the Basket as "Shares", their issuer will be an "Issuer", the number of Replacement Shares determined by the Calculation Agent above will be the relevant Number of Shares in respect of those Shares and, if necessary, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable. In the event the Merger Event or potential Merger Event occurs prior to the parties being able to replace such Shares, then upon demand of Party A, Party B agrees to sell the Merged Shares to Party A on any date as may be specified by the Calculation Agent and at a price determined by the Calculation Agent. If such a purchase and sale of Merged Shares occurs, then the price at which the Merged Shares are sold to Party A will be used to determine an amended Forward Price. The failure to make a replacement of the Shares prior to the Merger Event will constitute an additional Hedging Event.

(h) Upon or following the occurrence of a Potential Adjustment Event in respect of any Shares, the Calculation Agent shall adjust any relevant terms hereunder as it deems reasonable so as to preserve the value of the Transaction immediately prior to the occurrence of such Potential Adjustment Event. Party A may elect to purchase any non-cash distribution from Party B within two Business Days after the distribution is made at a price determined by the Calculation Agent, in which case the price at which the non-cash distribution is sold to Party A will be used to determine an amended Forward Price. If Party A does not elect to purchase any non-cash distribution, then such non-cash distribution will be included in the Basket as "Shares", their issuer will be an "Issuer", the quantity of such non-cash distribution will be the relevant Number of Shares in respect of those Shares and, if necessary, the Calculation Agent shall adjust any terms hereunder as it deems reasonable.

For the purpose of this section 6(h), the definition of Potential Adjustment Event in Section 9.1(e) of the Equity Definitions shall be amended by adding the following new subsection to the end thereof:

(vii) any non-cash distribution or non-cash dividend to holders of the relevant Shares.

(i) Upon the occurrence of a Nationalization or Insolvency in respect of any Shares in the Basket, subject to the exercise of any other rights of Parties hereunder, the

Transaction will continue on the terms and subject to the conditions then in effect hereunder.

(j) If the Calculation Agent determines that any adjustment described in this section 6 results or may result in the Forward Price becoming a negative number, then this event shall constitute an Additional Termination Event and Party A may designate an Early Termination Date in respect of the Transaction pursuant to Section 5(b)(v) of the Agreement, and for such purpose Party B will be the Affected Party.

7. Offices:

The Office of Party A for the Transaction is its Dublin Office.

The Office of Party B for the Transaction is its Toronto Office.

8. Account Details:

Payments to Party A:	Canadian Imperial Bank of Commerce, Toronto
SWIFT:	CIBC CATT
A/C:	CIBC World Markets Securities Ireland Limited
A/C Number:	2702010
Payments to Party B:	To be provided

9. Risks Associated with Derivatives and Forward Contracts

Party B agrees that Party A has not acted as Party B's advisor with respect to the desirability or appropriateness of entering into the Transaction confirmed hereby or with respect to Party B's risk management needs generally. This pertains not only to the financial and market risk management risks and consequences of the confirmed or any proposed Transaction, but also to any legal, regulatory, tax, accounting and credit issues generated by such Transactions, which Party B has evaluated for itself and in reliance on its own professional advisors.

Party B acknowledges that Party A, or any one or more Affiliates of Party A directly or indirectly hedging the exposure of Party A under the Transaction, may effect hedging transactions which would have the effect of Party A, or any such Affiliates, selling Shares into, or buying Shares in, the market.

Entering into a derivative transaction involves certain risks. An identification of the principal risks is provided in the generic risk disclosure letter which has been delivered to Party B. Party B acknowledges that it should always consider those risks in determining whether to enter into derivatives transactions.

Party A believes any information provided by it to Party B in connection with the confirmed or any proposed Transaction to be accurate and reliable, but Party A can not and does not assume any liability for any erroneous information which it might provide to Party B, other than information set out in this Confirmation.

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Yours sincerely,

CIBC World Markets Securities Ireland Limited

By: ______________________
Name: Jim Barry
Title: Director

Accepted and confirmed as of the date first written:

High Income Preferred Shares Corporation

By: ______________________
Name:
Title:

By: ______________________
Name:
Title:

Party A believes any information provided by it to Party B in connection with the confirmed or any proposed Transaction to be accurate and reliable, but Party A can not and does not assume any liability for any erroneous information which it might provide to Party B, other than information set out in this Confirmation.

This Confirmation may be executed in one or more counterparts, either in original or facsimile form, each of which shall constitute one and the same agreement. When executed by the parties through facsimile transmission, this Confirmation shall constitute the original agreement between the parties and the parties hereby adopt the signatures printed by the receiving facsimile machine as the original signatures of the parties.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Yours sincerely,

CIBC World Markets Securities Ireland Limited

By: ______________________________
Name:
Title:

Accepted and confirmed as of the date first written:

High Income Preferred Shares Corporation

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

ANNEX 1

Shares in the Basket

The Basket is composed of the specified Shares of the Issuers listed below in the relative numbers set out in relation to each Issuer.

Issuer	Class	Number of Shares	Spot Price per Share as of Applicable Time on Trade Date	Exchange	Symbol
ATI Technologies Inc.	Common	275,000	CAD 11.16	TSE	ATY
Ballard Systems Inc.	Common	110,000	CAD 27.24	TSE	BLD
Cott Corporation	Common	105,000	CAD 28.25	TSE	BCB
Biovail Corporation	Common	65,000	CAD 47.49	TSE	BVF
Moore Corporation Ltd.	Common	153,706	CAD 18.36	TSE	MCL
Royal Group Technologies	Common	97,000	CAD 31.97	TSE	RYG