

C.A. BANCORP INC.
The Exchange Tower, 130 King Street West, Suite 2810
Toronto, Ontario M5X 1A4

**NOTICE OF THE ANNUAL MEETING
OF HOLDERS OF THE COMMON SHARES TO BE HELD
JUNE 28, 2010**

Notice is hereby given that an annual meeting (the “**Meeting**”) of the holders of common shares of C.A. Bancorp Inc. (the “**Company**”) will be held at the Novotel Toronto North York, 3 Park Home Avenue, Toronto, Ontario M2N 6L3 on June 28, 2010 at 11:00 a.m. (Toronto time), for the following purposes:

1. to receive the consolidated financial statements of the Company for the financial year ended December 31, 2009 and the report of the auditors thereon;
2. to fix the number of directors of the Company at five (5);
3. to elect directors;
4. to appoint auditors and to authorize the directors to fix their remuneration; and
5. to transact such further and other business as may properly come before the Meeting or any adjournment(s) thereof.

The nature of the business to be transacted at the Meeting is described in further detail in the accompanying Management Information Circular.

The record date for the determination of shareholders entitled to receive notice of and to vote at the Meeting is at the close of business on May 25, 2010 (the “**Record Date**”). Shareholders of the Company whose names have been entered in the register of shareholders at the close of business on that date will be entitled to receive notice of and to vote at the Meeting, except to the extent that such shareholder has transferred his, her or its common shares. If the transferee of those common shares establishes that the transferee owns the common shares and requests, not later than ten (10) days before the Meeting, to be included in the list of shareholders eligible to vote at the Meeting, such transferee will be entitled to vote those common shares at the Meeting.

A shareholder may attend the Meeting in person or may be represented by proxy. Shareholders who are unable to attend the Meeting, or any adjournment thereof in person are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment thereof. To be effective, the enclosed form of proxy must be mailed so as to reach or be deposited with the Secretary of the Company, c/o Computershare Trust Company of Canada, Proxy Department, at 100 University Avenue, 9th Floor, Toronto, Ontario M5J 2Y1, or by facsimile to (416) 263-9524 or 1-866-249-7775, not later than forty-eight (48) hours (excluding Saturdays and holidays) prior to the time set for the Meeting or any adjournment thereof. The time limit for deposit of proxies may be waived by the Chairman of the Meeting at his discretion without notice.

The instrument appointing a proxy shall be in writing and shall be executed by the shareholder or the shareholder’s attorney authorized in writing or, if the shareholder is a company, under its corporate seal by an officer or attorney thereof duly authorized.

The persons named in the enclosed form of proxy are directors or officers of the Company. Each shareholder of the Company has the right to appoint a proxyholder other than such persons, who need not be a shareholder, to attend and to act for such shareholder and on such shareholder's behalf at the Meeting. Such right may be exercised either by writing the name of the person to be appointed in the blank space provided on the reverse side of the form of proxy, in which case only the person named may vote the common shares represented by the form of proxy at the Meeting, or by submitting another appropriate form of proxy and, in either case, by delivering the completed form of proxy at the time and place indicated above.

In the event of a strike, lockout or other work stoppage involving postal employees, all documents required to be delivered by a shareholder should be delivered by facsimile to Computershare Trust Company of Canada at (416) 263-9524 or 1-866-249-7775.

DATED at Toronto, Ontario this 25th day of May, 2010.

**BY ORDER OF THE BOARD OF DIRECTORS
OF C.A. BANCORP INC.**

"signed"

Helen Martin
General Counsel and Corporate Secretary

C.A. BANCORP INC.

MANAGEMENT INFORMATION CIRCULAR

PART ONE – VOTING INFORMATION

SPECIAL NOTE REGARDING FORWARD-LOOKING INFORMATION

This document contains or refers to certain forward-looking information relating, but not limited, to C.A. Bancorp Inc.'s (the "**Company**" or "**C.A. Bancorp**") expectations, intentions, plans and beliefs. Forward-looking information can often be identified by forward-looking words such as "anticipate", "believe", "expect", "goal", "plan", "intend", "estimate", "may" and "will" or similar words suggesting future outcomes, or other expectations, beliefs, plans, objectives, assumptions, intentions or statements about future events or performance. Forward-looking information is not historical fact but reflects the Company's current expectations regarding future results or events. Forward-looking information is subject to risks, uncertainties and other factors that could cause actual results to differ materially from those suggested by the forward-looking information. Readers are cautioned not to place undue reliance on forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and various future events will not occur. The Company undertakes no obligation to update publicly or otherwise revise any forward-looking information whether as a result of new information, future events or other such factors which affect this information, except as required by law.

GENERAL PROXY INFORMATION

This management proxy and information circular (the "**Information Circular**") is provided in connection with the solicitation of proxies by the management of the Company, from the holders of common shares (the "**Common Shares**") in the capital of the Company (each a "**Shareholder**") for use at the annual meeting of shareholders of the Company (the "**Meeting**") to be held at the Novotel Toronto North York, 3 Park Home Avenue, Toronto, Ontario, M2N 6L3 on June 28, 2010 at 11:00 a.m. (Toronto time).

Unless otherwise stated, the information contained in this Information Circular is given as at May 25, 2010. All references to dollar amounts contained herein are expressed in Canadian dollars.

Appointment of Proxies

Those Shareholders who desire to be represented at the Meeting by proxy must deposit their form of proxy ("**Form of Proxy**") (in the form accompanying this Information Circular) with the Secretary of the Company c/o Computershare Trust Company of Canada, Proxy Department, at 100 University Avenue, 9th Floor, Toronto, Ontario M5J 2Y1, or by facsimile to (416) 263-9524 or 1-866-249-7775, not later than forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before the day of the Meeting, or any adjournment(s) thereof. A proxy must be executed by the Shareholder or his or her attorney authorized in writing, or if the Shareholder is a company, under its seal by an officer or attorney thereof duly authorized.

The persons named in the accompanying Form of Proxy are directors and officers of the Company. A Shareholder has the right to appoint a proxyholder to attend and act on such Shareholder's behalf at the Meeting other than the persons named in the Form of Proxy. Such right may be exercised either by writing the name of the person to be appointed in the blank space provided on the reverse side of the Form of Proxy, in which case only the person named may vote the Common Shares represented by the Form of Proxy at the Meeting, or by submitting another appropriate Form of Proxy and, in either case, by delivering the completed Form of Proxy at the time and place indicated above.

Persons Making the Solicitation

As well as the solicitation of proxies by the mailing of this Information Circular, directors, officers or employees of the Company may also solicit proxies by telephone, e-mail, Internet, facsimile or other personal contact. The costs incurred by the Company in soliciting proxies, which are expected to be nominal, will be paid by the Company.

Inquiries regarding the Information Circular

If you have questions about the information contained in this Information Circular or require assistance in completing the Form of Proxy or other form of proxy, please call the Company's Investor Relations Department at 1-866-388-5985, or (416) 214-5985.

Exercise of Discretion by Proxy

The Common Shares represented by the Form of Proxy enclosed with this Information Circular will be voted for, withheld from voting or voted against in accordance with the instructions of the Shareholder on any ballot that may be called for and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the securities will be voted accordingly, but if no specification is made, such securities **will be voted in favour of the matters set forth in the Form of Proxy**. If any amendments or variations are proposed at the Meeting or any adjournment(s) thereof to matters set forth in the Form of Proxy and described in the accompanying Notice of Meeting and this Information Circular, or if any other matters properly come before the Meeting or any adjournment(s) thereof, the proxy confers upon the Shareholder's nominee discretionary authority to vote on such amendments or variations or such other matters according to the best judgment of the person voting the proxy at the Meeting. At the date of this Information Circular, management of the Company knows of no such amendments or variations or other matters to come before the Meeting.

Revocation of Proxies

A Shareholder who has given a proxy has the power to revoke it. If a person who has given a proxy attends personally at the Meeting at which the proxy is to be voted, such person may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing signed by the Shareholder or its attorney authorized in writing, or, if the Shareholder is a company, under its corporate seal and signed by a duly authorized officer or attorney for the company, and deposited at the registered office of the Company at any time up to and including the last day (other than Saturdays, Sundays and holidays) preceding the day of the Meeting at which the proxy is to be used, or any adjournment(s) thereof, or with the Chairman of the Meeting on the day of the Meeting, or on the day of any adjournment(s) thereof, prior to the commencement of the Meeting.

Advice to Beneficial Holders of Securities

The information set forth in this section is of significant importance to many Shareholders of the Company, as a substantial number of the Shareholders of the Company do not hold Common Shares in their own name. **In many cases, Common Shares beneficially owned by a person (a "Beneficial Shareholder") are registered either: (i) in the name of a nominee such as an intermediary (an "Intermediary") with whom the Beneficial Shareholder deals in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (ii) in the name of a clearing agency (such as CDS Clearing and Depository Services Inc. ("CDS & Co.)) of which the Intermediary is a participant. In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Company will have distributed copies of the notice of Meeting, this Information Circular and the Form of Proxy to the clearing agencies and Intermediaries for onward distribution to Beneficial Shareholders.** Beneficial Shareholders should note that only Forms of Proxy deposited by Shareholders whose names appear on the records of the Company as the registered holders of Common Shares can be recognized

and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by an Intermediary, such Common Shares will more likely be registered under the name of the Shareholder's Intermediary. Common Shares held by Intermediaries can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, Intermediaries are prohibited from voting Common Shares for their clients. The directors and officers of the Company do not know for whose benefit the Common Shares registered in the name of CDS & Co. are held.

Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often, the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to registered Shareholders. However, its purpose is limited to instructing the registered Shareholders how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Investor Communication Solutions ("**Broadridge**"). Broadridge typically mails voting instruction forms ("**VIFs**") to Beneficial Shareholders and asks Beneficial Shareholders to return the VIFs to Broadridge. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a VIF from Broadridge cannot use it to vote Common Shares directly at the Meeting. The VIF must be returned to Broadridge well in advance of the Meeting in order to have the Common Shares voted. Accordingly, it is strongly suggested that Beneficial Shareholders return their completed instructions or VIFs as directed by Broadridge well in advance of the Meeting.**

Voting Securities and Principal Holders of Voting Securities

As at the Record Date (as defined below), the Company had issued and outstanding an aggregate of 26,736,773 Common Shares, each Common Share carrying the right to one vote on a ballot at the Meeting. A quorum for the transaction of business at the Meeting will be present if at least two persons holding or representing at least 5% of the Common Shares are present.

The board of directors of the Company (the "**Board**") has fixed the record date for the Meeting at the close of business on May 25, 2010 (the "**Record Date**"). The Company will prepare, as of the Record Date, a list of the Shareholders entitled to receive the Notice of Meeting and showing the number of Common Shares held by each such Shareholder. A Shareholder named in the list is entitled to vote the Common Shares shown opposite such Shareholder's name at the Meeting, except to the extent that such Shareholder has transferred his, her or its Common Shares. If the transferee of those shares establishes that the transferee owns the Common Shares and requests, not later than ten (10) days before the Meeting, to be included in the list of Shareholders eligible to vote at the Meeting, such transferee will be entitled to vote those Common Shares at the Meeting.

To the knowledge of the directors and executive officers of the Company, as at the date hereof, other than as set out below, no person or company beneficially owns, controls or directs, directly or indirectly, voting securities of the Company carrying 10% or more of the voting rights attached to the Common Shares:

| Name | Number of Common Shares | % of Voting Rights |
|---------------------------|-------------------------|---------------------|
| Weiss Asset Management LP | 3,767,700 ¹ | 14.10% |
| John F. Driscoll | 3,467,176 ² | 12.97% ³ |

PART TWO – BUSINESS OF THE MEETING

ANNUAL FINANCIAL STATEMENTS

The consolidated financial statements of the Company for the fiscal year ended December 31, 2009 and the auditors' report thereon will be placed before the Shareholders of the Company at the Meeting. The presentation of such financial statements to the Shareholders at the Meeting will not constitute a request for approval or disapproval.

FIXING THE NUMBER OF DIRECTORS

The articles of the Company provide that the Company shall have a minimum of one director and a maximum of 11 directors to be elected annually. At the Meeting, holders of Common Shares will be asked to fix the number of directors for the present time at five (5), as may be adjusted between Shareholders' meetings by way of resolution of the Board in accordance with the articles of the Company. Accordingly, unless otherwise directed, it is the intention of management to vote proxies in the accompanying Form of Proxy **FOR** fixing the number of directors to be elected at the Meeting at five (5).

ELECTION OF DIRECTORS

Five (5) directors will be elected at the Meeting. Each director will hold office until the next annual meeting of Shareholders or until a successor is duly elected or appointed, unless his office is earlier vacated in accordance with the Company's by-laws.

The following table and the notes thereto disclose (i) the name, province or state, and country of residence, of each person proposed to be nominated by management for election as a director; (ii) all other positions and offices with the Company held by him; (iii) his present principal occupation, and where applicable, his principal occupation within the five preceding years; (iv) his period of service as a director of the Company; (v) the approximate number of Common Shares beneficially owned, controlled or directed, directly or indirectly, by him as at May 25, 2010; and (vi) the members of each committee of the Board. Proxies in favour of management nominees will be voted **FOR** the election of the proposed nominees in the absence of directions to the contrary from the Shareholders appointing them. Management does not contemplate that any of the nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, the person named in the enclosed Form of Proxy reserves the right to vote for another nominee in his discretion. All of the nominees currently serve as directors of the Company and their terms of office are to expire upon the termination of the Meeting. The

¹ The information provided in this table regarding the number of Common Shares held by Weiss Asset Management LP is based on information publicly disclosed by or on behalf of Weiss Asset Management LP.

² These Common Shares are the subject of a lock-up agreement dated May 12, 2010 with 1535633 Alberta Ltd., a copy of which is available on the Company's SEDAR profile at www.sedar.com.

³ 14.4% assuming the exercise by John F. Driscoll of all of his outstanding options to purchase Common Shares.

information below as to the number of Common Shares owned by nominees for election as directors is not within the knowledge of management and has been furnished by the nominees.

| Name and Residence | Office Held | Principal Occupation⁽¹⁾ | Date First Elected/Appointed | Voting Securities Beneficially Owned as at May 25, 2010 |
|---|--|---|-------------------------------------|--|
| Paul Haggis ^{(4) (6)(8)} Alberta, Canada | Director and Interim Chief Executive Officer | Chairman of Alberta Enterprise Corporation; Director, President and Chief Executive Officer of Ontario Municipal Employees Retirement System (OMERS) from 2003 until 2007. | February 9, 2009 | Nil |
| John F. Driscoll ⁽⁸⁾ Ontario, Canada | Chairman and Director | President of J.F. Driscoll Investment Corp. (private holding company) since 1981; President, Chief Executive Officer and Director, Sentry Select Capital Inc. (fund management company) since 1997. | March 29, 2005 | 3,467,176 |
| Timothy Unwin ^{(2) (4) (5) (6)(8)(9)} Ontario, Canada | Director | Partner Emeritus, Blake, Cassels & Graydon LLP (Blakes), Managing Director of Blakes U.S. offices from 2004 to 2008. | February 27, 2009 | 30,000 |
| Richard Zarzeczny ^{(2) (4) (6) (7)} Ontario, Canada | Director | President of Canadian Enerdata Limited (an energy and economic consulting firm) since 1984. | March 29, 2005 | 5,000 |
| Frank Potter ^{(2) (3)} Ontario, Canada | Director | Chairman of Emerging Markets Advisors Inc. (a Toronto-based consultancy that assists corporations in making and managing direct investments internationally). | May 18, 2006 | 10,000 |

Notes:

- (1) All of the directors currently have employment outside of the Company. Mr. Haggis also serves as the Interim Chief Executive Officer of the Company effective May 18, 2010. Each of the directors of the Company has agreed to devote as much of his time to the business and affairs of the Company as is deemed necessary. Directors and officers may be engaged and may continue to be engaged in the search for property or business prospects on behalf of themselves and others.
- (2) Member of the Audit Committee.
- (3) Chair of the Audit Committee.
- (4) Member of the Corporate Governance, Compensation and Nominating Committee.
- (5) Chair of the Corporate Governance, Compensation and Nominating Committee.

- (6) Former member of the former Standing Independent Director Committee. This committee was dissolved effective December 2009.
- (7) Chair of the former Standing Independent Director Committee.
- (8) Member of the Special Committee of the Board formed in December 2009 to undertake a Strategic Review Process following the Maxam Offer.
- (9) Chair of the Special Committee.

Corporate Cease Trade Orders or Bankruptcies

No proposed director is, as at the date hereof, or has been, within 10 years before the date hereof, a director, chief executive officer, or chief financial officer of any company (including the Company) that was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the proposed director was acting in that capacity or that was issued after the proposed director ceased to act in that capacity but that resulted from an event that occurred while the proposed director was acting in that capacity.

Except as described below, no proposed director is, as at the date hereof, or has been, within 10 years before the date hereof, a director or executive officer of any company (including the Company) that, while the proposed director was acting in such a capacity or within a year of ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

Timothy Unwin was a shareholder and director of Perimeter Financial Corp., a private company, which made a proposal to its creditors under Part III of the *Bankruptcy and Insolvency Act* (Canada) in April 2009.

Personal Bankruptcies

No proposed director has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceeding, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

Furthermore, no proposed director has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority nor has entered into a settlement agreement with a securities regulatory authority nor has any proposed director been subject to any penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

APPOINTMENT AND REMUNERATION OF AUDITORS

Deloitte & Touche LLP are and have been the auditors of the Company since its inception. Proxies received in favour of management will be voted **FOR** the appointment of Deloitte & Touche LLP, Chartered Accountants, Toronto, as auditors of the Company to hold office until the next annual meeting of Shareholders and the authorization of the directors to fix their remuneration unless the Shareholder has specified in the Form of Proxy that his, her or its Common Shares are to be withheld from voting in respect thereof.

PART THREE - COMPENSATION DISCUSSION AND ANALYSIS

COMPENSATION DISCUSSION AND ANALYSIS

The purpose of this Compensation Discussion and Analysis (“**CD&A**”) is to provide information about the Company’s executive compensation philosophy, objectives, and processes and to discuss compensation decisions relating to the Company’s six identified named executive officers (the “**NEOs**”) in 2009. The NEOs who are the focus of the CD&A and who appear in the compensation tables of the Information Circular are: John F. Driscoll, Chief Executive Officer (until September 24, 2009) and Chairman; Paolo De Luca, Chief Financial Officer (until May 17, 2010); Mark Gardhouse, President (until May 17, 2010); Michael Lovett, Managing Director, Real Estate Capital, Kurt Brands, Principal and Helen Martin, General Counsel and Corporate Secretary.

All of the NEOs were employed by Sentry Select for the period from January 1, 2009 to September 15, 2009, and provided services to the Company pursuant to the terms of the Management and Administration Agreements (defined below), as described in “Part Eight - Other Information - Management Contracts” (below). All compensation received by the NEOs, with the exception of the grant of stock options of the Company and except as otherwise described herein, was paid to the NEOs by Sentry Select for the period from January 1, 2009 to September 15, 2009 and by the Company for the period from September 16, 2009 to December 31, 2009.

Board and Compensation Committee Oversight

In 2009, the Company established a Corporate Governance, Compensation and Nominating Committee (the “**Compensation Committee**”) which, for the period from inception to September 15, 2009 was responsible for reviewing stock option grants. The Compensation Committee was also responsible for periodically reviewing the terms of the Company’s stock option plan (the “**Option Plan**”) and recommending any changes to the Board. The Compensation Committee is comprised of Messrs. Unwin, Haggis and Zarzeczny, all of whom were independent directors of the Company until May 18, 2010 when Mr. Haggis was appointed to the role of Interim Chief Executive Officer. The Company notes that all other decisions and determinations relating to the NEOs’ compensation (including the amount of cash compensation and the amount and types of pensions, benefits and perks provided to executive officers) were made by Sentry Select for the period from January 1, 2009 to September 15, 2009. Any information provided herein with respect to compensation programs, objectives, philosophies and decisions relating to the payment of base salaries, annual incentives, retirement benefits and perks is not within the direct knowledge of the Company and has been provided by Sentry Select the period from January 1, 2009 to September 15, 2009. Effective September 15, 2009, in connection with the internalization of the Management and Administration Agreements (as defined below), the Company entered into direct employment agreements with all of the NEOs other than John Driscoll, who ceased to be the Chief Executive Officer of the Company on September 24, 2009.

Effective September 16, 2009, the Compensation Committee acts on behalf of and subject to the direction of the Board in all matters pertaining to (i) the implementation of appropriate standards of corporate governance of the Company, (ii) the appointment, compensation, benefits and termination of all senior executives of the Company and its subsidiaries including, without limitation, the Chief Executive Officer and the Chief Financial Officer. The Committee is also responsible for ensuring the Board is comprised of suitable directors, including director and Board review, director succession planning, proposing new director candidates to the Board, and making recommendations with respect to the remuneration of the Board.

Principles/Objectives of the Compensation Program

Option Plan

The Company’s Option Plan is designed to encourage ownership in the Company’s Common Shares by directors, officers, employees and consultants of the Company. Participation in the Option Plan rewards those who are primarily responsible for the management and profitable growth of the Company’s business and is used to align the interest of executive officers with those of Shareholders, to advance the interests of the Company by providing additional incentive for superior performance by such persons and to enable the Company and its subsidiaries to attract and retain valued directors, officers, employees and consultants.

All Other Compensation

Pre-Internalization of Management (January 1 to September 15, 2009)

Sentry Select structured its compensation program with a view to attracting and retaining excellent employees and fostering a stable and focused leadership with the capability to manage the operations, finances and assets of the Company and to fulfil its obligations under the Management and Administration Agreements (as defined below).

Post-Internalization of Management (September 16 to December 31, 2009)

The Company has structured its compensation program with a view to attracting and retaining excellent employees and fostering a stable and focused leadership with the capability to manage the operations, finances and assets of the Company.

Compensation Process

Options

The Option Plan is a discretionary equity compensation plan which the Company has adopted, in part, for the purpose of granting incentives to the directors, officers, employees and consultants of the Company, and the Board considers the Option Plan to be an important part of executive compensation.

Criteria for granting stock options to purchase Common Shares (“**Options**”) under the Option Plan to directors, executive officers of the Company include:

- the performance of the Company and completion of key corporate milestones;
- the performance of the executive officer including acknowledgement of specific achievements made on behalf of the Company;
- the level of responsibility of the executive officer and the current market demand for the executive officer’s skill set and experience; and
- the number of Options previously issued to and the number of years served by the executive officer.

Options are proposed by the Company’s Compensation Committee and recommended to the Board for approval.

All Other Compensation Pre- and Post-Internalization of Management:

The Board (and previously management of Sentry Select) reviews the compensation of the Company’s executive officers annually to ensure that the amount of compensation adequately reflects the responsibilities and performance of the Company’s executive officers and makes adjustments as deemed necessary. The compensation of the executive officers of the Company is determined on the basis of several factors, including contractual entitlement, the individual's experience, education, responsibilities and contributions to the growth of the Company.

Elements of Compensation

Set out below is a description of each significant element of compensation awarded to, earned by, paid to or payable to the Company’s NEOs by the Company and/or Sentry Select for the fiscal year ended December 31, 2009.

| Compensation Element | Form of Payment | Objective/Reward and Rationale for Payment | Description |
|------------------------------|------------------------|---|--|
| Base Salary | Cash | Attraction, retention and motivation | Base salaries are reviewed annually by the Board and constitute the largest component of direct compensation. |
| Annual Incentive | Cash | Pay for performance Attraction, retention and motivation | Variable compensation designed to reward NEOs' performance on an annual basis. Some of this compensation is contractually pre-determined and some is based on discretionary merit. See "Executive Compensation: Tables and Narrative - Summary Compensation Table" for a narrative discussion of certain terms of each NEO's contract, including provisions for annual incentive payments. |
| Long-Term Incentive | Stock Options | Alignment with shareholder interests Pay for performance Attraction, retention and motivation | Variable compensation designed to align NEO and shareholder interests, focus NEOs on long-term value creation and support retention of NEOs. |
| Retirement Plan and Benefits | Plan Based | Attraction, retention and motivation | <p>Following 12 months of service, employees are eligible to participate in Sentry Select's/the Company's group retirement benefits.</p> <p>NEOs participate in the Company's flexible benefits program that is available to all eligible employees.</p> <p>Until September 15, 2009, NEOs participated in Sentry Select's flexible benefits program that was available to all eligible employees. That program provided an array of choices so that NEOs could select the coverage that best met their needs. Sentry Select provided core coverage and benefit credits that NEOs could use to help pay for the additional benefits they select.</p> <p>Benefits plan includes Sentry Select/the Company's medical, dental, accident and life insurance and short and long term disability plan.</p> |
| Perquisites | Various | Attraction, retention and motivation | Level of perquisite (if any) varies by NEO position and may include parking and supplementary medical benefits. |

Compensation Decisions

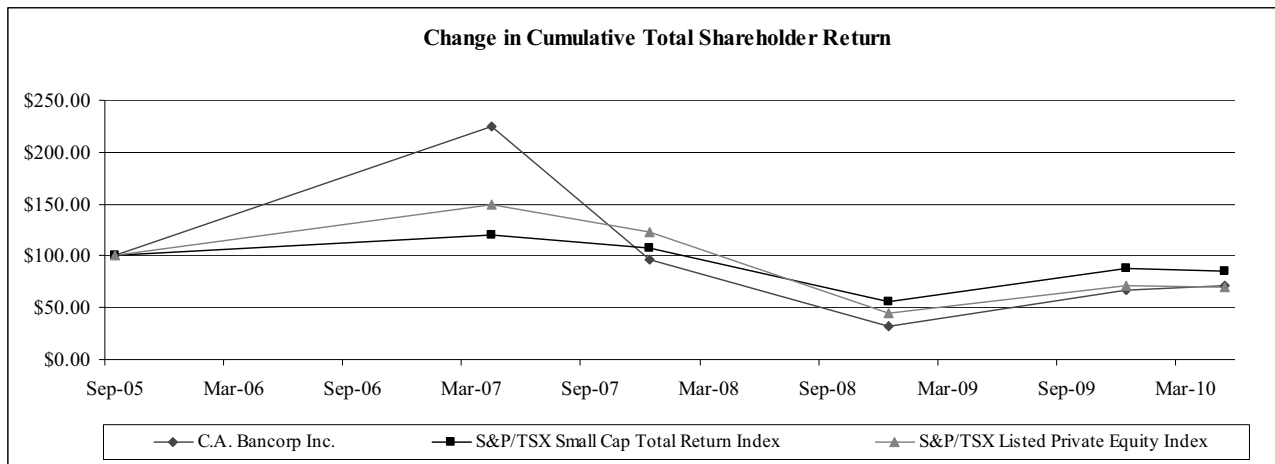
At the end of the fiscal year ended December 31, 2009, the base salary of all NEOs remained constant. Certain NEO's had their base salary increased at the beginning of 2009 or at the time that they entered into employment agreements directly with the Company in connection with the internalization of the Management and Administration Agreements. Mr. De Luca's base salary increased \$5,000 and Ms. Martin's base salary increased \$25,000 at the beginning of 2009 when they were employees of Sentry Select. Mr. Lovett base salary was increased by \$44,750 at the time of the Internalization in conjunction with a decrease in his commission and bonus structure relative to his arrangements with Sentry Select pre-Internalization. Mr. Brands' base salary was increased by \$20,500 at the time of the Internalization to reflect the increased responsibilities he had assumed following the departure of the Managing Director, Private Equity Investments and a Vice-President, Corporate Development. At the same time, Mr. Brands' position title was changed from Vice-President, Corporate Development to Principal.

In respect of the fiscal year ended December 31, 2009, Mr. De Luca was awarded a blended fixed net profit and a discretionary merit based bonus in the aggregate amount of \$90,000, Mr. Gardhouse was awarded a blended fixed net profit and discretionary merit based bonus in the aggregate amount of \$150,000, Mr. Lovett was awarded a guaranteed bonus based on the earnings per class A share of C.A. Bancorp Canadian Realty Finance Corporation ("CRFC") in the amount of \$111,875, Mr. Brands was awarded a fixed guaranteed bonus in the amount of \$40,000 and a discretionary merit bonus in the amount of \$47,500 for a total aggregate bonus of \$87,500 and Ms. Martin was awarded a fixed guaranteed bonus in the amount of \$17,500 and a discretionary merit bonus in the amount of \$26,250, for a total aggregate bonus in 2009 of \$43,750. No Options were granted during 2009. See "Narrative Discussion – Post Internalization - C.A. Bancorp Employment Arrangements (September 16, 2009 to December 31, 2009)" below.

Mr. Driscoll, Chief Executive Officer of the Company until September 24, 2009, was not directly compensated by the Company (except with respect to the receipt of Stock Options, none of which were granted during 2009), as per the terms of the Administration Agreement (as discussed below under "Part Eight – Other Information - Management Contracts") when in effect.

Performance Graph

The following graph compares the percentage change in the cumulative total shareholder return on the Common Shares with the cumulative total return of the S&P/TSX Small Cap Total Return Index and the S&P Listed Private Equity Index during the period commencing September 5, 2005 (the date upon which trading of the Common Shares commenced on the TSX-Venture Exchange), including April 30, 2007 (the date on which trading of the Common Shares commenced on the Toronto Stock Exchange (the “TSX”)) to May 25, 2010, assuming \$100 was invested based on the average of the bid and ask quotes of the Common Shares on April 30, 2007, and May 25, 2010.



| | September 5, 2005 | April 30, 2007 | December 31, 2007 | December 31, 2008 | December 31, 2009 | May 25, 2010 |
|--------------------------------------|-------------------|----------------|-------------------|-------------------|-------------------|--------------|
| C.A. Bancorp Inc. | \$100.00 | \$225.00 | \$96.00 | \$32.50 | \$66.50 | \$71.00 |
| S&P/TSX Small Cap Total Return Index | \$100.00 | \$120.81 | \$107.78 | \$56.19 | \$87.74 | \$85.69 |
| S&P/TSX Listed Private Equity Index | \$100.00 | \$148.93 | \$123.60 | \$44.31 | \$71.62 | \$70.42 |
| S&P/TSX Small Cap Total Return Index | | 20.81% | 7.78% | -43.81% | -12.26% | -14.31% |
| S&P/TSX Listed Private Equity Index | | 48.93% | 23.60% | -55.69% | -28.38% | -29.58% |

The figures charted above are historical and represent past performance and should not be treated as an indication of future performance. Over the past five years, the Company’s share performance has tracked both the TSX Small Cap Total Return Index and the TSX Listed Private Equity Index. Given the market capitalization of the Company and trading illiquidity, the Company’s share performance has lagged slightly both indices.

The graph above illustrates a downward trend in 2008 with the Common Share price increasing steadily throughout 2009 and with the performance of the culminating with an increase in late 2009 in connection with the announcement of a hostile take over bid for the Company and a strategic review process undertaken by the Board. NEOs generally saw their total compensation increase in 2009 over 2008 as some base salaries increased and larger amounts of bonus compensation were awarded in 2009. 2009 compensation for NEOs took into consideration financial performance of the Company rather than the Company’s share price.

EXECUTIVE COMPENSATION: TABLES AND NARRATIVE

Summary Compensation Table

The table below sets forth the total compensation for services in all capacities to the Company of the NEOs, for the two most recently completed fiscal years.

Summary Compensation Table

| Name and Principal Position | Year | Salary (\$) | Share-based awards (\$) | Option-based awards (\$) | Non-equity incentive plan compensation | | Pension Value (\$) | All other compensation ⁽⁴⁾ (\$) | Total Compensation (\$) |
|--|------|-------------|-------------------------|--------------------------|--|---------------------------|--------------------|--|-------------------------|
| | | | | | Annual incentive plans | Long-term incentive plans | | | |
| John F. Driscoll, Chief Executive Officer | 2009 | \$Nil | -- | \$Nil | \$Nil | -- | -- | \$Nil | \$Nil |
| | 2008 | \$Nil | -- | \$Nil | \$Nil | -- | -- | \$Nil | \$Nil |
| Paolo De Luca, Chief Financial Officer | 2009 | \$180,000 | -- | \$Nil | \$90,000 | -- | -- | \$15,239 | \$285,239 |
| | 2008 | \$175,000 | -- | \$Nil | \$80,000 | -- | -- | \$15,258 | \$270,258 |
| Mark Gardhouse, President | 2009 | \$230,000 | -- | \$Nil | \$150,000 | -- | -- | \$24,148 | \$404,148 |
| | 2008 | \$230,000 | -- | \$Nil | \$135,000 | -- | -- | \$25,908 | \$390,908 |
| Michael Lovett, Managing Director, Real Estate Capital | 2009 | \$193,302 | -- | \$Nil | \$111,875 | -- | -- | \$50,505 | \$355,682 |
| | 2008 | \$180,250 | -- | \$Nil | \$125,000 | -- | -- | \$77,820 | \$383,070 |
| Kurt Brands, Principal | 2009 | \$175,000 | -- | \$Nil | \$87,500 | -- | -- | \$9,628 | \$272,128 |
| | 2008 | \$154,500 | -- | \$Nil | \$67,500 | -- | -- | \$9,270 | \$231,270 |
| Helen Martin, General Counsel and Corporate Secretary | 2009 | \$175,000 | -- | \$Nil | \$43,750 | -- | -- | \$10,500 | \$229,250 |
| | 2008 | \$150,000 | -- | \$Nil | \$25,000 | -- | -- | \$9,000 | \$184,000 |

Notes:

- (1) For details of the Administration Agreement between C.A. Bancorp Inc. and Sentry Select pursuant to which, among other things, the services of certain officers were provided until September 15, 2009, see "Part Eight – Other Information - Management Contracts" below.
- (2) The compensation disclosed herein up to September 15, 2009 was paid by Sentry Select to the identified individual, and represents that amount of the individual's total compensation which was attributable to services rendered to the Company, on the basis of the proportion of the individual's time which was dedicated to the business and affairs of the Company in the individual's capacity as an officer during

the fiscal year ended December 31, 2008 and for the period from January 1, 2009 to September 15, 2009. Mr. Driscoll did not receive any compensation from Sentry Select that was attributable to services provided by Mr. Driscoll to the Company.

- (3) Mr. Lovett's, Mr. Brands' and Ms. Martin's compensation was paid by Sentry Select for the period up to and including October 31, 2008, following which the Company reimbursed the cost of these NEO's salaries and benefits as well as a pro rata portion (2/12ths) of these NEOs bonus compensation in respect of the year ended December 31, 2008. In addition, the Company reimbursed salary, benefits and bonus compensation of these NEO's for the period from January 1, 2009 to September 15, 2009. \$50,000 of Mr. Gardhouse's 2009 bonus was paid by Sentry Select and \$62,500 of Mr. Lovett's 2009 bonus was paid by Sentry Select. The remainder of the 2009 bonuses for Mr. Gardhouse and Mr. Lovett were paid by the Company. See "Management Contracts" below for additional details on these reimbursements. Each other NEO's compensation was paid by Sentry Select for the period up to and including September 15, 2009. Effective September 16, 2009, in connection with the termination of the Management Contracts, the Company employed each of the NEO's, other than Mr. Driscoll, directly and assumed all costs associated therewith.
- (4) Each NEO other than Mr. Driscoll participated in Sentry Select's group Registered Retirement Savings Plan ("RRSP") until September 15, 2009 and C.A. Bancorp's RRSP from September 16, 2009 onward. Pursuant to the RRSP, 6% of an NEOs gross annual salary is contributed to the RRSP up to a maximum contribution of \$20,000 per annum. This benefit is available to C.A. Bancorp employees commencing on the date that is 12 months following the commencement of employment. For the purpose of determining commencement of employment, prior service to C.A. Bancorp provided as employees of Sentry Select is recognized. Msrs. De Luca, Gardhouse and Lovett received parking as a perquisite at a cost of \$4,758 per annum for the period up to and including September 1, 2009 and \$4,439 per annum from September 16 to December 31, 2009. Mr. Gardhouse also received Medcan executive health benefits at a cost of \$7,350 per annum for the period up to and including September 15, 2009 and at a cost of \$2,410 per annum for the period from September 16, 2009 to December 31, 2009. Mr. Lovett received \$34,469 in mortgage broker commissions generated for the Company's wholly-owned subsidiary, C.A. Bancorp Realty Finance Inc. in 2009 and \$62,247 in 2008. In both years, the mortgage broker commissions were paid directly by the Company.

Narrative Discussion – Pre-Internalization of Management (January 1, 2009 to September 15, 2009)

Each NEO had a written employment agreement with Sentry Select until September 15, 2009. The services of each NEO were then provided by Sentry Select to the Company pursuant to the terms of the Management and Administration Agreements, as described below under "Part Eight – Other Information - Management Contracts" until September 15, 2009.

The compensation paid to the NEOs was paid directly by Sentry Select until September 15, 2009. The three exceptions to this compensation structure were compensation for Mr. Lovett, Mr. Brands and Ms. Martin. The Company reimbursed Sentry Select for Mr. Lovett's, Mr. Brands' and Ms. Martin's salary, benefits and bonus compensation in respect of the period from January 1, 2009 to September 15, 2009. See "Part Eight – Other Information – Management Contracts" below for additional details regarding this reimbursement.

In addition to his role as an officer of the Company, John Driscoll also served and serves as a director of the Company, however he did not receive any director fees or additional compensation for acting in that capacity until September 24, 2009, at which time he ceased to be an executive officer of the Company and began receiving director fees. Mark Gardhouse served as a director of the Company until June 25, 2009, however he did not receive any director fees or other additional compensation for acting in that capacity.

Sentry Select Employment Arrangements pre-Internalization of Management (January 1, 2009 to September 15, 2009)

Mr. De Luca's annual bonus was based on merit and under the terms of his employment agreement with Sentry Select, he had the opportunity to earn between 10 to 30% of his base salary as bonus and was also entitled to 3 basis points on the private equity and other capital raised through C.A. Bancorp during 2009 and 3% of the net profits earned by C.A. Bancorp as determined by Generally Accepted Accounting Principles ("GAAP") subject to adjustments for related party transactions.

Mr. Gardhouse's employment agreement with Sentry Select provided that his bonus was payable on an accrual basis and was made up of the following: (i) a guaranteed minimum annual bonus of \$100,000 paid semi-annually, subject to reduction for any bonuses paid under items (ii) and (iii) below; (ii) an annual bonus equal to 20 basis points of the private equity and other capital raised through C.A. Bancorp or other affiliated Sentry Select entities for which Mr. Gardhouse initiated a project or product and successfully completed a financing during the

previous year and (iii) an annual bonus equal to 10% of the net profits earned by C.A. Bancorp during the previous year, (the exact formula of which was to be determined) and (iv) an opportunity for an additional bonus based on merit.

Mr. Lovett's employment agreement with Sentry Select provided for (i) a guaranteed minimum annual bonus of \$125,000, paid semi-annually on June 30 and December 31 each year to be reduced by the amount of any bonuses under items (ii) and (iii) below, (ii) an annual bonus paid each January equal to 10 basis points (1/10th of 1%) on all equity capital raised through C.A. Bancorp Canadian Realty Finance Corporation; and (iii) an annual bonus paid each January and equal to 40% of the net Management bonus pool consisting of 25% of the net revenues earned from public capital raised by C.A. Bancorp Canadian Realty Finance Corporation in the preceding year.

Mr. Brands' employment agreement with Sentry Select provided for (i) a guaranteed minimum annual bonus of \$40,000, to be reduced by the amount of any bonuses under item (ii) below, (ii) an annual bonus paid each January equal to 10 basis points (1/10th of 1%) on all private and public capital raised or earned by C.A. Bancorp, Charter Real Estate Investment Trust and all other companies and funds that C.A. Bancorp developed.

Ms. Martin's employment agreement with Sentry Select provided for a bonus program of at least 10% of base salary.

Narrative Discussion post-Internalization

Each NEO, other than John Driscoll (as described above), has a written employment agreement with the Company dated effective September 15, 2009.

C.A. Bancorp Employment Arrangements (September 16, 2009 to December 31, 2009)

In connection with the internalization of the Management Contracts (the "**Internalization**"), the Company entered into employment agreements with each of the NEOs other than John Driscoll. Base compensation was largely modelled on the compensation previously provided to the NEOs by Sentry Select. Bonus compensation for 2009 was modelled upon concepts contained in employment agreements with Sentry Select, with new bonus criteria being set for 2010 and subsequent years.

The employment agreements entered into between the Company and the NEOs provide for a combination of fixed and discretionary bonus amounts in 2009 as NEOs transitioned from employment with Sentry Select under the Management Contract to employment with the Company. The Company sought to maintain some of the Sentry Select bonus structure for the 2009 fiscal year end where NEOs had previously had guaranteed or formula driven bonus amounts. For 2010 and subsequent years, each NEOs contractual entitlement is to be paid bonus amounts based upon the Company (or in the case of Mr. Lovett, CRFC and its affiliates') achieving certain financial and performance targets and personal performance measures of the NEO (the "**Company Targets**"), all as determined by the Board or a committee thereof and communicated to the NEO. If the Company Targets are achieved, the NEO would be entitled to receive a Bonus of 50% of the NEO's annual base salary (the "**Target Bonus**"), as determined by the Board or the committee. If the Company Targets are exceeded, the Board or the committee may determine, in its discretion, to award the NEO with a Bonus that exceeds the Target Bonus; provided that in no case would the NEO's Bonus be more than 100% of the NEOs annual base salary. In the case of Ms. Martin, the Target Bonus is an amount equal to 25% of her annual base salary. If the Company Targets are exceeded by Ms. Martin, she may receive a higher bonus amount provided that in no case shall her Bonus exceed 50% of her annual base salary.

NEO's contractual entitlements for the fiscal year ended December 31, 2009 included fixed bonus entitlements either based on formulas or fixed amounts (as described below) and contemplated that the Board or a committee thereof could also award discretionary bonuses. When the Compensation Committee and Board discussed and approved bonuses for 2009, consideration was given to the fact that the Company was the subject of a hostile take over bid by Maxam Acquisition Corporation (the "**Maxam Offer**"). On the advice of its financial

and legal advisors, the Board sought to enter into retention arrangements in January 2010 and sought at that time to fix 2009 bonus amounts to retain the availability of the services of the NEOs. In this regard, Mr. Gardhouse's bonus and Mr. De Luca's bonus were each based on negotiated amounts having regard to their contractual entitlements and estimates thereof. Their bonuses were based upon the formulas in their employment agreements but not strictly calculated in accordance therewith given the unavailability of the final inputs for such calculations until March 2010. For Mr. Brands and Ms. Martin, the discretionary component of their bonus compensation was based on fairness and overall balance having regard to the bonus awards being granted to other members of senior management. Discretionary factors considered included an NEOs contribution to investment returns and other corporate achievements.

Mark Gardhouse

Mr. Gardhouse's employment with the Company ended effective May 17, 2010.

Mr. Gardhouse's employment agreement provided that he had the opportunity to earn an annual cash performance bonus (a "**Bonus**") for each fiscal year commencing with the fiscal year ended December 31, 2009. In addition to the Bonus referred to below, the Board or a committee thereof could, in its sole discretion, award Mr. Gardhouse any other amounts on account of Bonus.

For the year ended December 31, 2009, the Board or a committee thereof was to determine Mr. Gardhouse's entitlement to a Net Profit Bonus based on the Company Net Profit. The Net Profit Bonus was to be determined as follows: (A) if Company Net Profit of \$6,000,000 was achieved by the Company for the fiscal year ended December 31, 2009, the Net Profit Bonus to be paid to Mr. Gardhouse for such year would be \$400,000; provided that the Net Profit Bonus was to be reduced proportionately if the Company Net Profit achieved by the Company for the fiscal year ended December 31, 2009 was less than \$6,000,000; and (B) any costs, including salary and bonus, associated with the appointment of a new Chief Executive Officer of the Company (net of any tax benefit to the Company associated with those costs) and the management termination fee payable by the Company to Sentry Select, independent director fees and expenses and all legal and financial advisory costs incurred by the Company, in each case, in connection with the internalization of management, were to be added back to the profit of the Company for purposes of calculating the Company Net Profit. The Net Profit Bonus was to be reduced by any other amounts received by Mr. Gardhouse on account of any bonus for the fiscal year ended December 31, 2009, whether paid by the Company or Sentry Select.

Paolo De Luca

Mr. De Luca's employment with the Company ended effective May 17, 2010.

Mr. De Luca's employment agreement with the Company provided him with an opportunity to earn a Bonus for each fiscal year commencing with the fiscal year ending December 31, 2009. In addition, the Board or a committee thereof could, in its sole discretion, award Mr. De Luca any other amounts on account of Bonus in respect of any fiscal year forming part of the term of Mr. De Luca's employment.

Mr. De Luca's Company Target for the fiscal year ended December 31, 2009 was to achieve consolidated net income of \$7,400,000 adding back all bonus compensation paid and accrued by the Company in relation to the 2009 fiscal year (net of tax benefits), calculated as (A) Consolidated Net Income of the Company as reported for the 2009 fiscal year (B) Plus: the following costs of internalization (net of tax benefits): termination fee payable to Sentry Select, fees and expenses of independent directors and fees and expenses of legal and financial advisors and (C) Plus: All bonus compensation paid and accrued by the Company in relation to the 2009 fiscal year (net of tax benefits). For the fiscal year ended December 31, 2009, any Bonus payable in accordance with the above was to be reduced by the amount payable to Mr. De Luca on account of the Net Profit Bonus (as calculated below).

In respect of the fiscal year ending December 31, 2009, the Board or a committee thereof with delegated authority, determined Mr. De Luca's entitlement to a Net Profit Bonus based on the Company Net Profit. The Net Profit Bonus was to be determined as follows: (A) if Company Net Profit of \$6,000,000 was achieved by the

Company for the fiscal year ending December 31, 2009, the Net Profit Bonus to be paid to the Employee for such year would be \$30,000; provided that the Net Profit Bonus would be reduced proportionately if the Company Net Profit achieved by the Company for the fiscal year ending December 31, 2009 was less than \$6,000,000; and (B) any costs, including salary and bonus, associated with the appointment of a new Chief Executive Officer of the Company (net of any tax benefit to the Company associated with those costs) and the management termination fee payable by the Company to Sentry Select, independent director fees and expenses and all legal and financial advisory costs incurred by the Company, in each case, in connection with the internalization of management, were to be added back to the profit of the Company for purposes of calculating the Company Net Profit.

Michael Lovett

Mr. Lovett's employment agreement provides that he has the opportunity to earn a Bonus for each fiscal year commencing with the fiscal year ended December 31, 2009. Mr. Lovett's annualized Bonus for the fiscal year ended December 31, 2009 was to be determined based on Target Earnings per Class A Share of CRFC annualized for that period. The Bonus payable was to be payable and calculated in respect of the period commencing on September 16, 2009 and terminating on December 31, 2009.

| Earnings per Class A Share | Aggregate Bonus Entitlement |
|-----------------------------------|------------------------------------|
| \$0 - \$0.47 | Nil |
| \$0.47- \$0.50 | \$30,000 |
| \$0.51 - \$0.54 | \$55,000 |
| \$0.55 - \$0.58 | \$80,000 |
| \$0.59 - \$0.62 | \$105,000 |
| \$0.63 - \$0.66 | \$130,000 |
| \$0.67- \$0.70 | \$155,000 |
| \$0.71 or higher | \$180,000 |

Kurt Brands

Mr. Brands' employment agreement provides that he has the opportunity to earn a Bonus for each fiscal year commencing with the fiscal year ended December 31, 2009. In addition to the Bonus referred to below, the Board or a committee thereof may, in its sole discretion, award Mr. Brands any other amounts on account of Bonus in respect of any fiscal year forming part of the term of his employment. Mr. Brands was entitled to receive a fixed Bonus in respect of the fiscal year ended December 31, 2009 in the amount of \$40,000.

Helen Martin

Ms. Martin's employment agreement provides that she has the opportunity to earn a Bonus for each fiscal year commencing with the fiscal year ended December 31, 2009. In addition to the Bonus referred to below, the Board or a committee thereof may, in its sole discretion, award Ms. Martin any other amounts on account of Bonus in respect of any fiscal year forming part of the term of her employment. Ms. Martin was entitled to receive a fixed Bonus in respect of the fiscal year ended December 31, 2009 in the amount of \$17,500.

Post 2009 Year-End Developments

The Company's Board, in a Directors' Circular dated December 21, 2009 which was issued in response to the Maxam Offer, indicated its intention to, among other things amend the employment agreements of the NEOs to provide for certain protections customary in the context of a take-over transaction. Subsequent to year end, retention agreements were entered into providing that existing severance obligations of the NEOs be triggered following a change of control if the NEO was constructively dismissed and that NEOs receive an additional retention bonus of one-third of annual base salary payable on the earlier of immediately prior to a change of control or June 6, 2010. The Board determined such measures were in the best interests of the Company, in order to provide reasonable and customary protection for the NEOs, and provide them with incentive to remain with the Company. In the aggregate, the amount of retention bonuses for the NEOs is approximately \$328,333.

Subsequent to year end and in the context of the strategic review process, the Company issued units to the NEOs under a short term incentive plan ("STIP"). The purpose of the STIP was to provide an incentive plan for NEOs in the context of the hostile take-over bid and the strategic review process initiated in response thereto, to reward such employees for their leadership and contribution in achieving a value-maximizing result from the strategic review process. The Company awarded 37,000 units to each of Mr. Gardhouse, Mr. De Luca, Mr. Lovett and Mr. Brands and 24,000 units to Ms. Martin. Each unit entitles the holder to receive, immediately prior to a change of control, and on and subject to the terms of the STIP, an amount equal to the difference between the price per Common Share received on a sale of the Company and a base price of \$1.11.

Incentive Plan Awards

Outstanding share-based awards and option-based awards

The following table presents information about Options that were outstanding under the Option Plan to any of the NEOs as at the end of the fiscal year ended December 31, 2009.

| Name | Option-based Awards | | | | | Share-based Awards | |
|-------------------------------|---------------------|---|----------------------------|------------------------|---|--|--|
| | Option grant date | Number of securities underlying unexercised options (#) | Option exercise price (\$) | Option expiration date | Value of unexercised in-the-money options ⁽¹⁾ (\$) | Number of shares or units of shares that have not vested (#) | Market or payout value of share-based awards that have not vested (\$) |
| John F. Driscoll | September 15, 2005 | 17,500 | 2.00 | September 15, 2010 | Nil | -- | -- |
| | December 22, 2006 | 155,000 | 3.10 | December 22, 2011 | Nil | | |
| | August 21, 2007 | 175,000 | 3.30 | August 21, 2012 | Nil | | |
| Mark Gardhouse ⁽²⁾ | June 22, 2006 | 14,500 | 3.30 | June 22, 2011 | Nil | -- | -- |
| | December 22, 2006 | 105,500 | 3.10 | December 22, 2011 | Nil | | |
| | August 21, 2007 | 150,000 | 3.30 | August 21, 2012 | Nil | | |
| Paolo De Luca ⁽²⁾ | December 22, 2006 | 40,000 | 3.10 | December 22, 2011 | Nil | -- | -- |
| | August 21, 2007 | 70,000 | 3.30 | August 21, 2012 | Nil | | |
| Michael Lovett | August 21, 2007 | 80,000 | 3.30 | August 21, 2012 | Nil | -- | -- |
| Kurt Brands | August 21, 2007 | 50,000 | 3.30 | August 21, 2012 | Nil | -- | -- |
| Helen Martin | August 21, 2007 | 20,000 | 3.30 | August 21, 2012 | Nil | -- | -- |

Notes:

- (1) These Options were not in-the-money on December 31, 2009 (based on the closing price of the Common Shares on the TSX of \$1.33).
- (2) Mr. Gardhouse and Mr. De Luca's ceased to be "Eligible Persons" under the terms of the Company's Stock Option Plan on May 18, 2010. Their options, if not exercised, will expire on August 16, 2010.

Incentive plan awards – value vested or earned during the year

The following table provides details regarding outstanding NEO option-based awards, share-based awards and non-equity incentive plan compensation, which vested and/or was earned during the year ended December 31, 2009:

| Name | Option based awards – Value vested during the year (\$) | Share-based awards – Value vested during the year (\$) | Non-equity incentive plan compensation – Value earned during the year (\$) |
|------------------|---|--|--|
| John F. Driscoll | Nil | -- | Nil |
| Paolo De Luca | Nil | -- | 90,000 |
| Mark Gardhouse | Nil | -- | 150,000 |

| | | | |
|----------------|-----|----|---------|
| Michael Lovett | Nil | -- | 111,875 |
| Kurt Brands | Nil | -- | 87,500 |
| Helen Martin | Nil | -- | 43,750 |

Narrative discussion

The Company has granted a total of 2,140,000 Options to date, 1,137,500 of which are outstanding. Grants have been made on four separate occasions, on September 15, 2005, June 22, 2006, December 22, 2006 and August 21, 2007.

On August 21, 2007, the Company granted an aggregate of 1,275,000 Options to certain of its directors, officers, employees and consultants. The Options have a term of 5 years and vest or vested in equal proportions on each of the following three dates: August 21, 2007, August 21, 2008 and August 21, 2009. Upon vesting, each Option entitles the holder to purchase one Common Share of the Company at a price of \$3.30 (the closing price of the Common Shares on August 20, 2007) until August 21, 2012.

On December 22, 2006, the Company granted an aggregate of 765,500 Options to certain of its directors, officers, employees and consultants. The Options have a term of 5 years and vested in equal proportions on each of the following three dates: December 22, 2006, December 22, 2007 and December 22, 2008. Upon vesting, each Option entitles the holder to purchase one Common Share of the Company at a price of \$3.10 until December 22, 2011.

On June 22, 2006, the Company granted an aggregate of 78,000 Options to certain of its directors, officers and employees. The Options have a term of five years and vested in equal proportions on each of the following three dates: June 22, 2006, June 22, 2007 and June 22, 2008. Upon vesting, each Option entitles the holder thereof to purchase one common share of the Company at a price of \$3.30 until June 22, 2011.

On September 15, 2005, the Company granted an aggregate of 21,500 Option to certain of its directors and officers. The Options have a term of five years and vested upon grant. Upon vesting, each Option entitles the holder thereof to purchase one common share of the Company at a price of \$2.00 until September 15, 2010.

Termination and Change of Control Benefits

Company Agreements/Arrangements

Other than as described below and above under "Post 2009 Year End Developments", the Company does not have any agreements or any compensatory plan, contract or arrangement which would entitle an NEOs to any incremental payment on termination of their services to the Company or on a change of control of the Company.

C.A. Bancorp Employment Agreement Termination Entitlements

Paolo De Luca

Mr. De Luca's employment with the Company ended on May 17, 2010.

On the termination of his employment, Mr. De Luca was offered a lump sum severance payment in an amount equal to the sum of (A) one year salary determined based on the average of the salary paid to Mr. De Luca for the last two fiscal years ended immediately preceding the date of termination and (B) one year bonus determined based on the average of the bonus paid to Mr. De Luca for the last two fiscal years ended immediately preceding the date of termination and (C) a retention bonus equal to one-third of his salary, for an aggregate payment of \$322,500. Mr. De Luca was also entitled to accrued and unpaid salary and vacation to the date of

termination of employment as well as medical, dental and disability benefits (other than long-term disability), subject to the terms of the plans and programs governing such benefits, to be continued in full force and effect for 12 months following the date of termination of employment; provided, however that (A) such extended coverage shall cease immediately upon Mr. De Luca's commencement of full-time employment with another employer, and (B) the Company has the option in lieu of providing such benefits, of making a lump sum or periodic payments in an amount sufficient to permit Mr. De Luca to purchase such extended benefits during such period.

As a condition to receiving the payments and entitlements outlined above, Mr. De Luca was required to release the Company from all legal and equitable liabilities and obligations to Mr. De Luca, except those precluded from release by applicable legislation.

Mark Gardhouse

Mr. Gardhouse's employment with the Company ended on May 17, 2010.

On the termination of his employment, Mr. Gardhouse was offered a lump sum severance payment in an amount equal to the sum of (A) one year salary determined based on the average of the salary paid to Mr. Gardhouse for the last two fiscal years ended immediately preceding the date of termination and (B) one year bonus determined based on the average of the bonus paid to Mr. Gardhouse for the last two fiscal years ended immediately preceding the date of termination and (C) a retention bonus equal to one-third of his salary, for an aggregate payment of \$449,167. Mr. Gardhouse was also entitled to accrued and unpaid salary and vacation to the date of termination of employment as well as medical, dental and disability benefits (other than long-term disability), subject to the terms of the plans and programs governing such benefits, to be continued in full force and effect for 12 months following the date of termination of employment; provided, however that (A) such extended coverage shall cease immediately upon Mr. Gardhouse's commencement of full-time employment with another employer, and (B) the Company has the option in lieu of providing such benefits, of making a lump sum or periodic payments in an amount sufficient to permit Mr. Gardhouse to purchase such extended benefits during such period.

As a condition to receiving the payments and entitlements outlined above, Mr. Gardhouse was required to release the Company from all legal and equitable liabilities and obligations to Mr. Gardhouse, except those precluded from release by applicable legislation.

Michael Lovett

Termination Other than for "Cause": In the event that the Company terminated Mr. Lovett's employment for reasons other than "Cause" or because of death or resignation under the terms of his employment agreement, Mr. Lovett would be entitled to payment of (A) accrued and unpaid salary earned by him up to the date of termination, (B) vacation pay earned up to the date of termination and (C) a lump sum severance payment in an amount equal to the sum of (x) one year salary determined based on the average of the salary paid to Mr. Lovett for the last two fiscal years ended immediately preceding the date of termination and (y) one year bonus determined based on the average of the bonus paid to Mr. Lovett for the last two fiscal years ended immediately preceding the date of termination. Mr. Lovett would also be entitled to medical, dental and disability benefits (other than long-term disability), subject to the terms of the plans and programs governing such benefits, to be continued in full force and effect for 12 months following the date of termination of employment; provided, however that (A) such extended coverage shall cease immediately upon Mr. Lovett's commencement of full-time employment with another employer, and (B) the Company would have the option in lieu of providing such benefits, of making a lump sum or periodic payments in an amount sufficient to permit Mr. Lovett to purchase such extended benefits during such period.

Termination Where Disabled: If at any time Mr. Lovett is unable to perform his duties properly because of ill health, accident or otherwise, for a period or periods totalling at least 26 weeks in any period of 12 consecutive calendar months and Mr. Lovett has not provided medical evidence, satisfactory to the Company, that he will be able to resume his duties within thirty days prior to the end of such 26 week period or periods, as applicable, the

Company may, subject to reasonable accommodation, terminate Mr. Lovett's employment by giving him three months' pay in lieu of notice, including any accrued bonus as determined by the Board in its sole discretion.

Termination on Death: Mr. Lovett's employment would terminate automatically upon his death, in which case Mr. Lovett's estate would be entitled to receive any (i) accrued and unpaid salary; (ii) accrued and unpaid bonuses as determined by the Board in its sole discretion; and (iii) vacation pay earned by Mr. Lovett to the date of termination.

As a condition precedent to receiving any payments on termination, Mr. Lovett would be required to release the Company from all legal and equitable liabilities and obligations to Mr. Lovett, except those precluded from release by applicable legislation.

If Mr. Lovett's employment had been terminated as at December 31, 2009 by the Company (assuming in all instances that he had used all of his vacation entitlements for the year) (i) other than for Cause, he would have been entitled to a payment of approximately \$305,214; (ii) where disabled, he would have been entitled to a payment of approximately \$97,700; (iii) where he was deceased, his estate would have been entitled to his accrued and unpaid bonus in the amount of \$49,375, if the Board in its discretion so determined.

Kurt Brands

Termination Other than for "Cause": In the event that the Company terminated Mr. Brands' employment for reasons other than "Cause" or because of death or resignation under the terms of his employment agreement, Mr. Brands would be entitled to payment of (A) accrued and unpaid salary earned by him up to the date of termination, (B) vacation pay earned up to the date of termination and (C) a lump sum severance payment in an amount equal to the sum of (x) one year salary determined based on the average of the salary paid to Mr. Brands for the last two fiscal years ended immediately preceding the date of termination and (y) one year bonus determined based on the average of the bonus paid to Mr. Brands for the last two fiscal years ended immediately preceding the date of termination. Mr. Brands would also be entitled to medical, dental and disability benefits (other than long-term disability), subject to the terms of the plans and programs governing such benefits, to be continued in full force and effect for 12 months following the date of termination of employment; provided, however that (A) such extended coverage shall cease immediately upon Mr. Brands' commencement of full-time employment with another employer, and (B) the Company would have the option in lieu of providing such benefits, of making a lump sum or periodic payments in an amount sufficient to permit Mr. Brands to purchase such extended benefits during such period.

Termination Where Disabled: If at any time Mr. Brands is unable to perform his duties properly because of ill health, accident or otherwise, for a period or periods totalling at least 26 weeks in any period of 12 consecutive calendar months and Mr. Brands has not provided medical evidence, satisfactory to the Company, that he will be able to resume his duties within thirty days prior to the end of such 26 week period or periods, as applicable, the Company may, subject to reasonable accommodation, terminate Mr. Brands' employment by giving him three months' pay in lieu of notice, including any accrued bonus as determined by the Board in its sole discretion.

Termination on Death: Mr. Brands's employment would terminate automatically upon his death, in which case Mr. Brands' estate would be entitled to receive any (i) accrued and unpaid salary; (ii) accrued and unpaid bonuses as determined by the Board in its sole discretion; and (iii) vacation pay earned by Mr. Brands to the date of termination.

As a condition precedent to receiving any payments on termination, Mr. Brands would be required to release the Company from all legal and equitable liabilities and obligations to Mr. Brands, except those precluded from release by applicable legislation.

If Mr. Brands' employment had been terminated as at December 31, 2009 by the Company (assuming in all instances that he had used all of his vacation entitlements for the year) (i) other than for Cause, he would have been entitled to a payment of approximately \$242,250; (ii) where disabled, he would have been entitled to a payment of

approximately \$65,625; (iii) where he was deceased, his estate would have been entitled to his accrued and unpaid bonus in the amount of \$87,500, if the Board in its discretion so determined.

Helen Martin

Termination Other than for "Cause": In the event that the Company terminated Ms. Martin's employment for reasons other than "Cause" or because of death or resignation under the terms of her employment agreement, Ms. Martin would be entitled to payment of (A) accrued and unpaid salary earned by her up to the date of termination, (B) vacation pay earned up to the date of termination and (C) a lump sum severance payment in an amount equal to the sum of (x) one year salary determined based on the average of the salary paid to Ms. Martin for the last two fiscal years ended immediately preceding the date of termination and (y) one year bonus determined based on the average of the bonus paid to Ms. Martin for the last two fiscal years ended immediately preceding the date of termination. Ms. Martin would also be entitled to medical, dental and disability benefits (other than long-term disability), subject to the terms of the plans and programs governing such benefits, to be continued in full force and effect for 12 months following the date of termination of employment; provided, however that (A) such extended coverage shall cease immediately upon Ms. Martin's commencement of full-time employment with another employer, and (B) the Company would have the option in lieu of providing such benefits, of making a lump sum or periodic payments in an amount sufficient to permit Ms. Martin to purchase such extended benefits during such period.

Termination Where Disabled: If at any time Ms. Martin is unable to perform his duties properly because of ill health, accident or otherwise, for a period or periods totalling at least 26 weeks in any period of 12 consecutive calendar months and Ms. Martin has not provided medical evidence, satisfactory to the Company, that she will be able to resume her duties within thirty days prior to the end of such 26 week period or periods, as applicable, the Company may, subject to reasonable accommodation, terminate Ms. Martin's employment by giving her three months' pay in lieu of notice, including any accrued bonus as determined by the Board in its sole discretion.

Termination on Death: Ms. Martin's employment would terminate automatically upon her death, in which case Ms. Martin's estate would be entitled to receive any (i) accrued and unpaid salary; (ii) accrued and unpaid bonuses as determined by the Board in its sole discretion; and (iii) vacation pay earned by Ms. Martin to the date of termination.

As a condition precedent to receiving any payments on termination, Ms. Martin would be required to release the Company from all legal and equitable liabilities and obligations to Ms. Martin, except those precluded from release by applicable legislation.

If Ms. Martin's employment had been terminated as at December 31, 2009 by the Company (assuming in all instances that she had used all of his vacation entitlements for the year) (i) other than for Cause, she would have been entitled to a payment of approximately \$196,875; (ii) where disabled, she would have been entitled to a payment of approximately \$54,687; (iii) where she was deceased, her estate would have been entitled to her accrued and unpaid bonus in the amount of \$43,750, if the Board in its discretion so determined.

DIRECTOR COMPENSATION

Directors of the Company receive an annual honorarium of \$30,000. Additionally, directors are entitled to receive \$1,500 per Board or committee meeting attended and annual and/or special meeting of Shareholders attended. The Chair of the Company's Standing Independent Committee when in force was entitled to receive an additional \$500 for each Standing Independent Committee Meeting attended.

Directors are also entitled to reimbursement of reasonable expenses in accordance with the provisions of the Company's by-laws.

Director Compensation Table

The following compensation table sets out the compensation paid to each of the Company's directors in the year ended December 31, 2009, which compensation includes annual honorariums, per meeting fees for attendance at and participation in Board, Audit Committee and Corporate Governance, Compensation and Nominating Committee meetings as well as fees paid to members of the Standing Independent Director Committee in connection with the Internalization and the Special Committee formed in connection with the Maxam Offer and the strategic review process:

| Name | Fees earned (\$) | Share-based awards (\$) | Option-based awards (\$) | Non-equity incentive plan compensation (\$) | Pension value (\$) | All other compensation (\$) | Total (\$) |
|-------------------|------------------|-------------------------|--------------------------|---|--------------------|-----------------------------|------------|
| Richard Zarzeczny | 130,000 | -- | -- | -- | -- | -- | 130,000 |
| Frank Potter | 46,000 | -- | -- | -- | -- | -- | 46,000 |
| Timothy Unwin | 114,780 | -- | -- | -- | -- | -- | 114,780 |
| Paul Haggis | 116,945 | -- | -- | -- | -- | -- | 116,945 |
| John Driscoll | 18,692 | -- | -- | -- | -- | -- | 18,692 |
| Philip Johnson | 18,172 | | | | | | 18,172 |
| Mark Gardhouse | Nil | -- | -- | -- | -- | -- | Nil |

Incentive Plan Awards

Outstanding share-based awards and option-based awards

The following table presents information about Options that were outstanding under the Option Plan to the directors (other than NEOs who are also directors) as at the end of the fiscal year ended December 31, 2009.

| Name | Option-based Awards | | | | | Share-based Awards | |
|-------------------|---------------------|---|----------------------------|------------------------|---|--|--|
| | Option grant date | Number of securities underlying unexercised options (#) | Option exercise price (\$) | Option expiration date | Value of unexercised in-the-money options ⁽¹⁾ (\$) | Number of shares or units of shares that have not vested (#) | Market or payout value of share-based awards that have not vested (\$) |
| Richard Zarzeczny | September 15, 2005 | 2,000 | 2.00 | September 15, 2010 | Nil | -- | -- |
| | June 22, 2006 | 3,000 | 3.30 | June 22, 2011 | Nil | | |
| | December 22, 2006 | 25,000 | 3.10 | December 22, 2011 | Nil | | |
| | August 21, 2007 | 30,000 | 3.30 | August 21, 2012 | Nil | | |
| Frank Potter | June 22, 2006 | 5,000 | 3.30 | June 22, 2011 | Nil | -- | -- |
| | December 22, 2006 | 25,000 | 3.10 | December 22, 2011 | Nil | | |
| | August 21, 2007 | 30,000 | 3.30 | August 21, 2012 | Nil | | |
| Timothy Unwin | -- | -- | -- | -- | -- | -- | -- |
| Paul Haggis | -- | -- | -- | -- | -- | -- | -- |

Note:

- (1) These Options were not in-the-money on December 31, 2009 (based on the closing price of the Common Shares on the TSX of \$1.33).

Incentive plan awards – value vested or earned during the year

The following table provides details regarding outstanding director (other than NEOs who are also directors) option-based awards, share-based awards and non-equity incentive plan compensation, which vested and/or were earned during the year ended December 31, 2009:

| Name | Option based awards – Value vested during the year (\$) | Share-based awards – Value vested during the year (\$) | Non-equity incentive plan compensation – Value earned during the year (\$) |
|-------------------|--|---|---|
| Richard Zarzeczny | Nil | -- | -- |
| Frank Potter | Nil | -- | -- |
| Timothy Unwin | -- | -- | -- |
| Paul Haggis | -- | -- | -- |

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides information as of December 31, 2009 with respect to the Common Shares of the Company that may be issued under all equity compensation plans of the Company.

| Plan Category | Number of securities to be issued upon exercise of outstanding options, warrants and rights (a) | Weighted-average exercise price of outstanding options, warrants and rights (b) | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in (a)) (c) |
|--|--|--|---|
| Equity compensation plans approved by securityholders ⁽¹⁾ | 1,157,500 | \$3.21 | 1,516,177 ⁽¹⁾ |
| Equity compensation plans not approved by securityholders | N/A | N/A | N/A |
| Total | 1,157,500 | \$3.21 | 1,516,177 |

Note:

- (1) The Option Plan provides for the grant of stock options for the purchase of no more than 10% of the issued and outstanding Common Shares of the Company.

Stock Option Plan

The material terms of the Company's Option Plan are as follows:

- The purpose of the Option Plan is to encourage ownership of the Common Shares by directors, officers and employees of the Company, and its subsidiaries and consultants, who are primarily responsible for the management and profitable growth of its business and to advance the interests of the Company by providing additional incentive for superior performance by such persons and to enable the Company and its subsidiaries to attract and retain valued directors, officers, employees and consultants.
- The persons eligible to receive Options to purchase Common Shares under the Option Plan are the directors, officers and employees of the Company or affiliates of the Company, and any person or company engaged by the Company to provide consulting services (unrelated to the distribution of securities) (“**Eligible Individuals**”) and permitted assigns of such persons (“**Permitted Assigns**”).

Permitted Assigns include trustees acting on behalf of Eligible Individuals, corporations controlled by Eligible Individuals, registered retirement savings plans or registered retirement income funds of Eligible Individuals and spouses of Eligible Individuals.

- The Board may grant Options to any Eligible Individual or Permitted Assign (an “**Eligible Person**”), as determined by the Board in its discretion. At the time of the grant of an Option the Board, in its discretion, must fix the number of Common Shares being optioned to the Eligible Person (in this capacity, an “**Optionee**”), the exercise price of the Option, the extent to which each Option is exercisable from time to time during the term of the Option and the expiration date of the Option. The Option Plan does not specify a maximum term for Options granted thereunder.
- The number of Common Shares which may be issuable pursuant to the exercise of Options outstanding at any particular time may not exceed 10% of the number of Common Shares outstanding at such time. Pursuant to the Option Plan as at the date hereof, the number of Common Shares issuable on the exercise of Options could not exceed 2,673,677 Common Shares. As at the date hereof, Options to purchase 1,137,500 Common Shares have been granted and remain outstanding, leaving an additional 1,536,177 Options available for grant pursuant to the Option Plan.
- The exercise price of an Option may not be less than the market price of the Common Shares on the date on which the grant of the Option is approved by the Board. For this purpose the market price is the closing sale price of the Common Shares on the last trading day preceding the date of grant on which the Common Shares traded on the TSX or another exchange on which the Common Shares are listed.
- Once granted, the Options may only be assigned by the Optionee to Permitted Assigns.
- The number of Common Shares that may be issued to any one person, under the Option Plan and any other share compensation arrangement of the Company, may not exceed 5% of the outstanding Common Shares.
- No Options may be granted by the Board where such grant could result in the number of Common Shares issuable to insiders under all share compensation arrangements exceeding 10% of the issued and outstanding Common Shares or in the issuance to insiders, within a one-year period, of a number of Common Shares exceeding 10% of the issued and outstanding Common Shares.
- If the termination date of an Option falls during or within three business days of a black out period, during which the policy of the Company prevents certain persons from trading in the securities of the Company, the expiry date for the Option will be extended for an additional period expiring on the 10th business day following the end of the black out period.
- The Option Plan does not contemplate the provision of any financial assistance to an Eligible Person to facilitate the exercise of an Option.
- There are no entitlements under the Option Plan previously granted that are subject to the ratification of Shareholders.
- An Optionee’s entitlement to exercise an Option will cease prior to the expiration date of the Option, as follows:
 - 90 days after the Eligible Individual (to whom or to whose Permitted Assign(s) Options have been granted) ceases to be an Eligible Individual.

- 180 days after the Eligible Individual retires or terminates his employment or directorship under circumstances equating to retirement or permanent disability.
- 180 days after the death of an Eligible Individual.

However, the Board retains the discretion to waive the above cessation of rights in respect of any particular Optionee.

- The Company has no security purchase arrangement or stock appreciation rights plan, and the Company does not have authority to transform Options into stock appreciation rights.
- By its terms, the Option Plan may be amended by the Board without the consent of the Shareholders, including amending the terms and conditions of Options, amending the categories of persons who are Eligible Persons and entitled to be granted Options, allowing the grant of financial assistance to Optionees for the purpose of exercising Options, authorizing the addition of a cashless exercise feature (payable in cash or securities, which provides for a full deduction of the number of underlying securities from the Option Plan reserve), and amendments of a housekeeping nature. However, pursuant to TSX rules, the extension of the term of an Option for the benefit of an insider must be approved by disinterested shareholders.
- The Board may terminate the Option Plan at any time.

Indebtedness of Directors and Executive Officers

As of the date of this Information Circular or at any time within 30 days prior to the date hereof, no executive officer, director, employee, or former executive officer, director or employee of the Company or any of its subsidiaries is or was indebted in respect of any purchase of securities or otherwise to the Company or any of its subsidiaries or to any other entity for which the indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding was provided by the Company or any of its subsidiaries.

Indebtedness of Directors and Executive Officers and under Securities Purchase and Other Programs

No director or executive officer of the Company, proposed nominee for election as a director of the Company or any of its subsidiaries, nor any associate of any such director, executive officer or proposed nominee is, or at any time since the beginning of the most recently completed fiscal year has been, indebted to the Company or any of its subsidiaries, or indebted to another entity, which indebtedness is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, in respect of any security purchase program or any other program.

PART FIVE – STATEMENT OF CORPORATE GOVERNANCE PRACTICES

Corporate governance relates to the activities of the Board, the members of which are elected by, and are accountable to, the Company's Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day to day management of the Company. The Board is committed to sound corporate governance practices which are both in the interests of its Shareholders and contribute to effective and efficient decision making. Set out below is a description of the corporate governance practices of the Company as required by National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("NI 58-101") concerning corporate governance disclosure.

Disclosure of Corporate Governance Practices

Board of Directors

Pursuant to NI 58-101, a director is independent if the director has no direct or indirect material relationship with the Company which could, in the view of the Company's Board, be reasonably expected to interfere with the exercise of a member's independent judgment. Certain directors are deemed to have a material relationship with the Company by virtue of their position or relationship with the Company. The Board is currently comprised of five (5) members, three (3) of whom, as at the date hereof, the Board has determined are independent, those being Messrs. Unwin, Potter, and Zarzeczny. In assessing whether a director is independent for these purposes, the circumstances of each director have been examined in relation to a number of factors.

Mr. John Driscoll is not considered an independent director as he has been an executive officer of the Company within the three most recently completed fiscal years. Effective May 18, 2010, Mr. Paul Haggis is not considered an independent director as he was appointed as an executive officer of the Company. For the period from January 1, 2009 to September 15, 2009, Mr. Potter was not considered to be independent as he was a director of Sentry Select which provided services to the Company under the Management and Administration Agreements during that period.

Details of current directorships held by each director or nominee in other reporting issuers are set out in Appendix "A" attached hereto.

In light of the recommendations contained in NI 58-101, the Board convenes meetings of the independent directors, at which non-independent directors and members of management are not in attendance, as may be deemed necessary. Moreover, the Board established a standing committee of independent directors to deal with conflict of interest matters as they arose. During the fiscal year ended December 31, 2009, the independent directors held a large number of meetings.

The Board supervises the management of the business and affairs of the Company and is mandated to act with a view to the best interests of the Company. The Board holds regular meetings to review the business and affairs of the Company and to make any decisions relating thereto. The Board believes that it functions independently of management. To enhance its ability to act independently of management, the Board reviews its procedures on an ongoing basis to ensure that it can function independently of management. The Board meets, as required, without management present. When conflicts do arise, interested parties are precluded from voting on matters in which they may have an interest.

Currently, the Board is satisfied that it exercises its responsibilities for independent oversight of management. The ability to establish *ad hoc* committees comprised solely of independent directors provides the Board with the ability to meet independently of management whenever deemed necessary or appropriate and the chair of each such *ad hoc* committee provides the leadership for such committee. In addition, the Board had established a Standing Independent Committee composed entirely of independent directors during the period when Sentry Select provided management and administrative services.

Meetings Held and Attendance of Directors

There were fifteen (15) meetings of the Board held during the fiscal year ended December 31, 2009. The following table summarizes the meetings of the Board held during the year and the attendance of individual directors of the Company at such meetings.

| | Board of Directors |
|-----------------------------------|-------------------------------|
| Total number of meetings in 2009: | 15 |
| Director: | |
| John Driscoll | 15/15 |

| | |
|-------------------|-------|
| Mark Gardhouse | 3/3 |
| Frank Potter | 14/15 |
| Richard Zarzeczny | 15/15 |
| Timothy Unwin | 15/15 |
| Paul Haggis | 15/15 |

Board Mandate

A copy of the Board's written mandate is attached hereto as Appendix "B".

Position Descriptions

The Board appoints the Chief Executive Officer ("CEO") of the Company and approves the appointment of other members of senior management. The Company did not have a CEO for the period from September 24, 2009 to May 17, 2010. On May 18, 2010, the Board appointed Mr. Paul Haggis, a director of the Company as Interim Chief Executive Officer. The Board reviews the Company's succession plan and the annual performance of senior management.

The Board has developed a written position description for the Chair of the Board, the Chief Executive Officer and the Chair of the Audit and Compensation Committees.

Orientation and Continuing Education

When new directors are appointed or elected to the Board they are provided with an orientation binder including information regarding the Company and its operations. Management typically arranges meetings with the directors to provide an overview of the Company and its operations and to answer any questions the directors may have. The Board does not currently take explicit measures regarding the continuing education of its directors, however, each director has come to the Board with a considerable amount of skill and knowledge regarding the obligations of directors generally given their experience, multiple directorships and accreditations. The members of the Board are provided with literature and updates on current developments regarding directors' duties and corporate governance from time to time.

Ethical Business Conduct

The Board has adopted a written code of business conduct and ethics for directors, officers and employees of the Company (the "**Code**"). The Code is intended to document the principles of conduct and ethics to be followed by the employees, officers (including, without limitation, the President, Chief Executive Officer and the Chief Financial Officer and other high ranking financial officers) and directors of the Company. A copy of the Code may be obtained at any time upon request to the Corporate Secretary of the Company at 130 King St. West, Suite 2810, Toronto, Ontario, M5X 1A4, Tel. (416) 214-5985.

The Company expects all its employees, officers and directors, at all times, to comply and act in accordance with the principles stated in the Code. Violations of the Code by any employee, officer or director are grounds for disciplinary action up to and including immediate termination of employment and officership, and request for resignation of directorship. The Code applies equally, without limiting the generality of the foregoing, to all permanent, contract, secondment and temporary agency employees who are on long-term assignments with the Company, as well as to consultants to the Company.

On a periodic basis throughout the year, and as requested, management will provide the Company's Corporate Governance, Compensation and Nominating Committee (the "**Committee**") with a compliance report in respect of the Code. Management will also advise the Committee as soon as possible should there occur a breach in the Code requiring the Committee's immediate attention.

The Board has found that the fiduciary duties placed on the individual directors by both the Code and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the Board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid and the director is not accountable to the Company for any profits realized from the contract or transaction.

Nomination of Directors

The Committee is currently comprised of Messrs. Unwin, Haggis and Zarzeczny (all of whom were independent directors during 2009 until the appointment of Mr. Haggis as Interim Chief Executive Officer on May 18, 2010). The Committee is responsible for assessing the effectiveness of the Board, the committees of the Board and the contribution of individual directors, taking into account: (i) the competence and skills that the Board considers to be necessary for the Board, as a whole, to possess; (ii) the competence and skills that the Board considers each existing director to possess; (iii) the competencies and skills that each new nominee will bring to the boardroom; and (iv) whether or not each new nominee can devote sufficient time and resources to his or her duties as a member of the Board. The Committee reviews on a periodic basis the composition of the Board to ensure that an appropriate number of independent directors sit on the Board, and analyze the needs of the Board and recommend nominees who meet such needs. Any member of the Board is free to recommend additional members to the Committee, and the Committee will consider such recommendations when proposing Board nominees.

Compensation

The Board on the recommendation of the Committee sets the level of compensation for directors. The Board reviews directors' compensation as needed, taking into account time commitment, comparative fees, risks and responsibilities, to ensure that the amount of compensation adequately reflects the responsibilities and risks of being a director and makes adjustments as deemed necessary.

Board Committees

The Board currently has two (2) standing committees: the Audit Committee and the Corporate Governance, Compensation and Nominating Committee. The Board had a Standing Committee of Independent Directors until it was dissolved in December 2009 following the internalization of the Management Contracts. The Board also formed a Special Committee in December 2009 following the hostile take-over bid launched by Maxam Acquisition Corp. and in connection with the strategic review process initiated in response thereto.

Assessments

Based upon the Company's size, its current state of development and the number of individuals on the Board, the Board considers a formal process for assessing regularly the effectiveness and contribution of the Board, as a whole, its committees or individual directors to be unnecessary at this time. In light of the fact that the Board and its committees meet on numerous occasions during each year, each director has significant opportunity to assess other directors. The Board developed and reviewed a more formal evaluation process during 2009, however the Board's time and attention has been devoted to the strategic review process implemented in response to the Maxam Offer since December 2009 and as such the Board has decided to revisit the formal evaluation process at a later date.

PART SEVEN - AUDIT COMMITTEE

A description of the Company's Audit Committee is contained in the Company's annual information for the fiscal year-ended 2009, under the section entitled "Audit Committee". The Company's annual information form is available free of charge on SEDAR at www.sedar.com or upon written request to the Corporate Secretary of the Company at 130 King St. West, Suite 2810, Toronto, Ontario, M5X 1A4, Tel. (416) 214-5985.

PART EIGHT – OTHER INFORMATION

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Other than as described in this Information Circular, no person who has been a director (and is now a proposed nominee for election as a director) or an executive officer of the Company at any time since the beginning of its last completed fiscal year, nor any associate or affiliate of any such director or executive officer, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as described in this Information Circular, no informed person of the Company and no proposed director of the Company or any associate or affiliate of any informed person or proposed director, has any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed fiscal year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

MANAGEMENT CONTRACTS

Sentry Select 130 King Street West, Suite 2850, Toronto, Ontario, M5X 1A4, which is controlled by Mr. Driscoll, entered into an amended and restated management agreement (the "**Management Agreement**") with the Company on September 25, 2006, as further amended February 1, 2009. The Management Agreement was terminated effective September 15, 2009. Pursuant to the Management Agreement, when in effect, Sentry Select was paid a quarterly fee (the "**Management Fee**") of $\frac{1}{4}$ of 1.10% (prior to February 1, 2009, this fee was $\frac{1}{4}$ of 1.50%) of the consolidated Shareholders' equity of the Company, as determined in accordance with Canadian generally accepted accounting principles, calculated quarterly after adjustments for issuances, redemptions and purchases of shares during such quarter and the deemed conversion of any outstanding convertible debentures. In addition to the Management Fee, Sentry Select was entitled to be paid an annual performance bonus (the "**Performance Bonus**") equal to 20% of the amount by which the consolidated net income of the Company before income taxes, the Management Fees and the Performance Bonus exceeds an 8% per annum return earned on the consolidated shareholders' equity of the Company calculated in respect of each calendar year, determined in a similar manner as described above. The initial term of the Management Agreement commenced on July 1, 2006 and was set to expire on December 31, 2011 if not further renewed. The Management Agreement was terminated effective September 15, 2009 (as described below). Copies of both the Management and the Administration Agreements are available under the Company's profile on SEDAR at www.sedar.com.

Sentry Select and the Company entered into an amended and restated administration agreement (the “**Administration Agreement**”) on September 25, 2006. The Administration Agreement was terminated effective September 15, 2009 (as described below). Pursuant to the Administration Agreement when in effect, the Company paid \$40,000 per month to Sentry Select and Sentry Select provided certain management and administrative services to the Company, including record-keeping, filing of tax returns, investor relations services, advice with respect to the Company's obligations as a reporting issuer (including its continuous disclosure obligations), administrative support with respect to the holding of directors' and shareholders' meetings, office space, equipment and personnel, and all accounting, clerical, secretarial, corporate and administrative services as may have been reasonably necessary to perform its obligations under the Administration Agreement. Pursuant to the Administration Agreement, Sentry Select had agreed to provide to the Company the full time services of Messrs. Gardhouse, MacDonald, and De Luca and had agreed not to terminate any of such individuals as employees of Sentry Select without the prior approval of the independent directors of the Company.⁴ In the event that Sentry Select determined that it was necessary or desirable to hire any additional employees to provide full time management or administrative services to the Company, Sentry Select could elect, subject to the approval of the independent directors of the Company, to require the Company to reimburse it for all or part of such employees' respective salaries. In the event that such approval was not given with respect to any prospective employee, Sentry Select could elect not to hire such individual.

Under the terms of the Management Agreement and the Administration Agreement, when in effect, the officers and employees of the Company were provided for and compensated by Sentry Select. In return, the Company paid to Sentry Select a monthly fee of \$40,000 under the Administration Agreement and the Management Fee, which amounted in aggregate to approximately \$947,000 for the fiscal year ended December 31, 2009.

Commencing on November 1, 2008, in response to a notice received by the Company from Sentry Select pursuant to the terms of the Administration Agreement, the Company also began to reimburse Sentry Select for the costs of the salaries, benefits and bonuses of certain management employees including certain NEOs provided to the Company. Those costs amounted to approximately \$673,000 for the period from January 1, 2009 to September 15, 2009. Commencing in February 2009, in response to an additional notice received by the Company from Sentry Select pursuant to the Administration Agreement, the Company also reimbursed Sentry Select for the costs of the salaries, benefits and bonuses of certain management employees provided by Sentry Select to the Company for the Company's wholly-owned subsidiary C.A. Realty Management Inc. to provide services to Charter Real Estate Investment Trust (Charter REIT). These costs amounted to approximately \$333,000 for period from January 1, 2009 to September 15, 2009.

Effective September 15, 2009, the Company internalized its management and administrative functions previously provided by Sentry Select through the termination of Management and Administration Agreements. In connection with the Internalization, the Company paid to Sentry Select a one-time cash fee of \$1.435 million inclusive of GST (the “**Termination Fee**”) in consideration for the termination of the Management and Administration Agreements as well as the termination of an administration agreement between the Company's wholly-owned subsidiary C.A. Bancorp Ltd. (in its capacity as manager of CRFC) and Sentry Select.

Pursuant to the terms of the Internalization agreement with Sentry Select, the Company: (i) entered into a sublease with Sentry Select under which the Company sublets the space which it occupied pre-internalization on terms and conditions that reflect the terms and conditions under which Sentry Select leased such space; (ii) purchased certain computer and furniture equipment from Sentry Select; (iii) entered into a transition services agreement with Sentry Select pursuant to which certain administrative and information technology services are provided to the Company for up to six months at a cost of approximately \$56,000 for the year ended December 31, 2009; and (iv) employed those NEOs (other than John Driscoll) and staff who previously provided full time services to the Company. On the closing of the Internalization, John Driscoll resigned his position as Chief Executive Officer of the Company.

⁴ Mark MacDonald was terminated by Sentry Select effective January 27, 2009, following receipt of the approval of the independent directors of the Company.

The terms of the Internalization were arrived at following negotiations between Sentry Select and the Independent Directors. The Independent Directors retained independent legal counsel and, in order to ensure that the Internalization was financially fair, engaged Grant Thornton LLP as their independent financial advisor. Grant Thornton LLP provided a fairness opinion with respect to the terms of the Internalization and concluded that the terms of the Internalization were fair from a financial point of view to the shareholders of the Company.

A summary of these fees and expenses paid to Sentry Select are set out in the chart below. All figures are approximate.

| Agreement | Fee Item | 2009 Actual (thousands) |
|---|------------------------------------|------------------------------------|
| Management and Administration | Management and Administration Fees | \$947 |
| Management | Performance Bonus | \$Nil |
| Administration | C.A. Bancorp Compensation | \$673 |
| Administration | Charter REIT Compensation | \$333 |
| Management and Administration/Internalization | Termination Fee | \$1,435 |
| Internalization | Transition Services | \$56 |
| Total | | \$3,444 |

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Financial information is provided in the Company's financial statements and management's discussion and analysis ("MD&A") for the year ended December 31, 2009.

The Company will provide to any person, upon request to the Corporate Secretary of the Company at 130 King St. West, Suite 2810, Toronto, Ontario, M5X 1A4, Tel. (416) 214-5985, at any time, a copy of the most recently filed annual financial statements, together with related MD&A, and any interim financial statements of the Company that have been filed for any period after the end of the Company's most recently completed fiscal year, together with the related MD&A, provided that the Company will require the payment of a reasonable charge if the request is made by a person who is not a securityholder of the Company.

GENERAL

The management of the Company knows of no matters to come before the Meeting other than as set forth in the Notice. **However, if other matters which are not known to management should properly come before the Meeting, the accompanying Form of Proxy will be voted on such matters in accordance with the best judgment of the persons voting the Form of Proxy.**

The Board of the Company has approved the contents of this Information Circular and its mailing to the Shareholders.

DATED the 25th day of May, 2010.

"signed"

Helen Martin
General Counsel and Corporate Secretary

APPENDIX “A”

LIST OF CURRENT DIRECTORSHIPS

| Name of Director | Name of Issuer |
|-------------------------|---|
| John F. Driscoll | NCE Diversified Flow-Through (09) Limited Partnership NCE Diversified Flow-Through (10) Limited Partnership Sentry Select Commodities Income Trust Inter Pipeline Fund Premier Value Income Trust Sentry Select Blue-Chip Income Trust Sentry Select Global Index Income Trust Charter Real Estate Investment Trust Canadian Income Management Inc. Canadian Income Management Trust Oil Sands Split Trust Diversified Preferred Share Trust Oil Sands and Energy Mega-Projects Trust Precious Metals and Mining Trust Global Alternative Investments Inc. Universal Infrastructure Corp. Sentry Select Primary Metals Corp C.A. Bancorp Canadian Realty Finance Corporation C.A.B Realty Finance L.P. 130/30 Mining LP SEF Private Issuers Trust Sentry Canadian Income Class Sentry Canadian Income Fund Sentry Canadian Resource Class Sentry China Fund Sentry Conservative Income Fund Sentry Diversified Income Fund Sentry Diversified Total Return Fund Sentry Energy Growth and Income Fund Sentry Growth and Income Fund Sentry Infrastructure Fund Sentry Mining Opportunities Class Sentry Money Market Class Sentry Money Market Fund Sentry Precious Metals Growth Class Sentry Precious Metals Growth Fund Sentry REIT Fund Sentry Select MBS Adjustable Rate Income Fund II Sentry Small Cap Income Fund Sentry Tactical Bond Capital Yield Class Sentry Tactical Bond Fund |

| Name of Director | Name of Issuer |
|----------------------|--|
| Timothy Unwin | None |
| Paul Haggis | Advantage Oil and Gas Ltd. Prime Restaurants Inc. C.A. Bancorp Canadian Realty Finance Corporation |
| Frank Potter | Canadian Tire Corporation Limited Biovail Corporation Penn West Energy Trust Canadian Income Management Inc. Canadian Income Management Trust Oil Sands Split Trust Diversified Preferred Share Trust |
| Richard J. Zarzeczny | NCE Diversified Flow-Through (09) Limited Partnership NCE Diversified Flow-Through (10) Limited Partnership Charter Real Estate Investment Trust Canadian Income Management Inc. Global Alternative Investments Inc. Universal Infrastructure Corp. Sentry Select Primary Metals Corp. |

APPENDIX “B”

C.A. Bancorp Inc.

Mandate of the Board of Directors

Purpose

The purpose of this Mandate is to assist the Board of Directors (the “**Board**”) of C.A. Bancorp Inc. (the “**Corporation**”) in:

- a. satisfying their stewardship responsibilities to the Corporation;
- b. fulfilling their oversight responsibilities in respect of the management of the business and affairs of the Corporation; and
- c. ensuring a continued achievement of good governance.

Director’s Duties

In fulfilling the obligations of this Mandate, each director will act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, skill and diligence that a reasonably prudent person would exercise in comparable circumstances.

Board Composition

The Board shall be comprised of that number of directors as shall be determined from time to time by the Board, in accordance with the Corporation’s articles, by-laws and applicable laws, in order to facilitate effective decision making.

All Board members will have the necessary skills and abilities appropriate to their appointment as directors. The Board recognizes that the right mix of experience and competencies will ensure that the Board is able to carry out its duties and responsibilities in the most effective manner.

A majority of the directors on the Board must be independent. The term “independent”, as used in this Mandate, will have the meaning ascribed to it by applicable securities laws. Independence will be regularly assessed by the Board in light of each director’s disclosed interests and materiality will be judged on a case-by-case basis with reference to each director’s individual circumstances.

Once elected, each director will serve until his or her resignation or his or her successor is duly appointed in accordance with the Corporation’s by-laws.

Stewardship Responsibilities

The Board of the Corporation assumes responsibility for the stewardship of the Corporation and, as an integral part of this stewardship responsibility, the Board has responsibility for the following matters:

A) Integrity of Management

To the extent feasible, the Board must satisfy itself as to the integrity of the chief executive officer (the “**CEO**”) and other senior officers and that the CEO and other senior officers have created, and continue to nurture, a culture of integrity throughout the organization. To this end, the Board will review and adopt a corporate code of business conduct for all employees and senior management. In addition, the Board will oversee management’s performance in light of the strategic business plan described below and relevant industry standards.

B) Strategic Planning

The Board believes in the importance of developing business plans to ensure the alignment of shareholder, Board and management views regarding the Corporation's strategic direction and performance targets and the effective utilization of shareholder capital. The Board has primary responsibility for the adoption of the strategic planning process of the Corporation. The Board will approve a strategic business plan (including annual budget) developed and proposed by management at least annually. The strategic plan will take into account the business opportunities and business risks of the Corporation and will detail the long-term business strategies of the Corporation. The Board reviews with management from time to time the strategic planning environment, the emergence of new opportunities and risks and the implications of these developments for the strategic direction of the Corporation. The Board will consider in particular the maintenance of shareholder equity interests through the optimal utilization of the Corporation's capital resources, including the issuance of debt and equity securities.

The Board will monitor the Corporation's performance in light of the approved strategic plan. Any material deviations from the strategic plan are to be reported to and considered by the Board.

C) Risk Management

The Board will review and confirm annually that appropriate management systems are in place to identify the principal and material risks to the Corporation and its business and that appropriate procedures are in place to monitor and mitigate those risks.

The Board will review and confirm annually that necessary management processes are in place to address and comply with applicable regulatory, corporate, securities and other compliance matters.

The Board will review and confirm annually the integrity of the internal controls and management information systems of the Corporation.

The Board will review and confirm annually that sufficient policies and procedures designed to maintain appropriate auditing and accounting principles and practices are in place.

D) Succession Planning

The Board will review and confirm from time to time (as deemed necessary by the Board) that there is appropriate succession planning, including the appointment, training and monitoring of senior management of the Corporation and members of the Board.

E) Communications

The Board will review and approve at least annually the Corporation's communications policy, which includes a framework for investor relations and standards for public disclosure.

The Board will review and ensure that Corporation has in place the necessary policies and procedures addressing compliance with applicable law, including the timely disclosure of relevant information and all regulatory reporting.

F) Corporate Governance

With the assistance of the Corporate Governance, Compensation and Nominating Committee, the Board is responsible for developing the Corporation's approach to corporate governance, including a set of corporate governance principles and guidelines that are specifically applicable to the Corporation.

G) Access to Information and Independent Professional Advice

Each director has the right to seek and retain independent professional advice at the Corporation's expense, subject to the prior approval of the Chairman of the Board or a majority of the independent directors of the Board.

The Board has the authority to conduct or direct any investigation required to fulfill its responsibilities and has the ability to retain and terminate (as applicable), at the Corporation's expense, such legal, accounting or other services, consultants or experts as it considers necessary from time to time in the performance of its duties.

H) Confidentiality

Each director shall hold in the strictest of confidence and shall not use for any purpose, other than carrying out its duties and obligations under this Mandate, all information relating to the Corporation that is provided to the Board, provided that the foregoing shall not apply to any information relating to the Corporation that is readily available to the public.

Approval Authority

In addition to those matters that require the approval of the Board under applicable laws, rules and regulations, the Board will also review and approve the following matters. The Board may delegate certain responsibilities to an appropriate committee of the Board if permitted by law and the relevant constating documents of the Corporation.

- a. Review and approval of the issuance of securities of the Corporation, and matters relating thereto, including: the approval of prospectuses, offering memoranda and approval of the execution of other material agreements and applications related thereto;
- b. Review and approval of the repurchase and cancellation of securities of the Corporation pursuant to normal course issuer bids;
- c. Implementation of option or other performance-based incentive plans for directors, officers, employees and consultants of the Corporation;
- d. Review and approval of credit facilities of the Corporation;
- e. Review and approval of interim and annual financial statements of the Corporation;
- f. Review and approval of interim and annual financial statements, management's discussion and analysis, information circulars, annual information form and other continuous disclosure reports issued to shareholders and filed on SEDAR;
- g. Review and approval of any press releases in respect of financial results for the Corporation;
- h. Approval of the calling of meetings of the shareholders of the Corporation or of unitholders of the Funds, and approval of record dates, notices, information circulars and forms of proxy relating thereto;
- i. Review and approval of all additional disclosure documents reasonably considered by management to have a reputational impact on the Corporation once publicly disclosed;
- j. Appointment of the Corporation's officers, the Chairman and Board committees;
- k. Approval of material investments and material contracts, including those with third and related parties;
- l. Review and approval of an annual budget and business plan for the Corporation; and
- m. Consider and, in the Board's discretion, approve any other matters recommended by the Board's committees or proposed by management.

Board Performance

The Board will oversee the process of the Corporate Governance, Compensation and Nominating Committee's bi-annual evaluation of the performance and effectiveness of the Board and all individual directors.

Each director will participate in the performance evaluation process administered by the Corporate Governance, Compensation and Nominating Committee.

The Board will receive and consider a report and recommendations from the Corporate Governance, Compensation and Nominating Committee on the results of the bi-annual evaluation of the performance and effectiveness of the Board and all individual directors.

At least annually, the Board will review the director's compensation as compared to current market rates and adjust such compensation accordingly, if deemed appropriate by the Board.

Committees

The Board will establish the Corporation's Audit Committee and the Corporation's Corporate Governance, Compensation and Nominating Committee. On an annual basis, the Board will approve each respective committee's written charter and the limits of authority delegated to each committee.

The Board may delegate certain responsibilities to an appropriate committee of the Board if permitted by law and the relevant constating documents of the Corporation.

The Board may, at its discretion, appoint any other committee that it deems necessary and delegate to such committee any appropriate powers of the Board. On an annual basis, the Board will approve any additional committee's written charter and the limits of authority delegated to such committee.

Upon the recommendation of the Corporate Governance, Compensation and Nominating Committee, the Board will annually appoint the Chairman of each Board committee and reconfirm the members of each committee keeping in mind the membership requirements for each committee as stated in that committee's written charter, applicable laws and the Corporation's by-laws.

Independent Directors

The Independent members of the Board will meet in camera on every occasion that the broader Board meets. The Independent members of the Board will be responsible for, among other things:

- a. Conflict of interest, related party matters, including, without limitation, relationships with Sentry Select Capital Corp.;
- b. All matters requiring independent director oversight and approval in accordance with applicable law;
- c. Approval of any management or advisory agreements or changes to such agreements;
- d. Approval of investments in funds and/or funds under management sponsored by Sentry Select Capital Corp.; and
- e. Approval of any investment in sponsor investments in partially owned subsidiaries, funds, capital pool companies or other managed investments.

All minutes of meetings of the Independent members of the Board will be kept separate from those minutes of the Board and minutes of a particular meeting will not be generally accessible by members of the Board who have a declared conflict of interest with respect to the subject matter of a particular meeting, as determined by counsel.

Amendments

Authority to make minor technical amendments to this Mandate is delegated to the Corporate Secretary, who will notify the Corporation's Corporate Governance, Compensation and Nominating Committee of the nature of such amendments at the next scheduled meeting.

At least annually, or as frequently as determined by the Corporate Governance, Compensation and Nominating Committee, this Mandate will be fully evaluated and updated accordingly with any amendments to be recommended to the Board for consideration.

This Mandate was approved by the Board of Directors of C.A. Bancorp Inc. on May 28, 2010

| C | A | B A N C O R P