

# AVONDALE INCOME FUND

## SUBSCRIPTION AGREEMENT

**TO:** Avondale Income Fund (the “**Fund**”)

**AND TO:** Spartan Fund Management Inc. (the “**Trustee**”)

The undersigned (the “**Subscriber**”) hereby acknowledges receipt of a confidential offering memorandum dated June 1, 2016 (as amended or restated from time to time, the “**Offering Memorandum**”) relating to an offering of redeemable, retractable trust units of Class A Units and Class F Units (each a “**Unit**” and collectively, the “**Units**”) of the Fund, a trust established under the laws of the Province of Ontario pursuant to a declaration of trust dated as of February 21, 2014 as amended or restated from time to time (the “**Declaration of Trust**”). The Subscriber acknowledges that this subscription is not binding on the Fund until accepted, in whole or in part, by the Trustee on behalf of the Fund, in its sole discretion.

The Subscriber hereby irrevocably subscribes for and agrees to purchase from the Fund that dollar value of Units set out below (the “**Subscription Price**”). The number of Units thereby purchased (the “**Purchased Units**”) shall be determined as of the initial closing date by reference to the initial subscription price of \$10.00 per Unit, and thereafter by reference to the net asset value per Unit as of the applicable Valuation Date (as defined below).

The Purchased Units form part of a continuous offering of Units of the Fund (the “**Offering**”). The Subscriber agrees to be bound by the terms and conditions set forth below under “Terms and Conditions of Subscription for Units of the Avondale Income Fund” including without limitation the representations, warranties and covenants set forth and the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Fund may rely (without independent investigation) upon the Subscriber’s representations, warranties and covenants contained in such documents.

Unless otherwise noted, all references in this Subscription Agreement to “\$” are to United States dollars.

A Subscriber must return a completed and signed Subscription Agreement, including all relevant schedules and all other documentation contemplated by this Subscription Agreement, together with a cheque or other payment acceptable to the Trustee in the amount of the Subscription Price payable to “Avondale Income Fund”.

**Please return a completed and signed Subscription Agreement along with your payment to:**

**Spartan Fund Management Inc.  
100 Wellington Street West, Suite 2101  
Toronto, ON  
M5K 1J3  
admin@spartanfunds.ca**

**You may not change any part of this Subscription Agreement without the consent of the Trustee.**

**PART A. SUBSCRIPTION AND SUBSCRIBER INFORMATION**

Please print all information (other than signatures), as applicable, in the space provided below.

1. PURCHASE AMOUNT		AVONDALE INCOME FUND (Circle One) CLASS A AND CLASS F: \$ _____	
2. SUBSCRIBER INFORMATION			
TITLE: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR. <input type="checkbox"/> CORPORATION ( <i>Corporate Resolution is required</i> ) <input type="checkbox"/> OTHER _____			
LAST NAME / CORPORATE NAME:	FIRST NAME:	INITIAL	BIRTH DATE (YYYY/MM/DD):
ADDRESS:		HOME TELEPHONE NUMBER:	SIN - INDIVIDUALS / BIN - CORPORATE:
CITY:	PROVINCE:	POSTAL CODE:	E-MAIL ADDRESS TO SEND FUND INFORMATION TO:
OCCUPATION:		PURPOSE OF INVESTMENT: <input type="checkbox"/> INVESTMENT <input type="checkbox"/> OTHER _____	
IS SUBSCRIBER ACTING ON INSTRUCTIONS OF A THIRD PARTY? <input type="checkbox"/> NO <input type="checkbox"/> YES			
THIRD PARTY'S NAME _____		THIRD PARTY'S DATE OF BIRTH ( <i>if an individual</i> ) _____	
THIRD PARTY'S INCORPORATION # AND PLACE OF INCORPORATION ( <i>if a corporation</i> ) _____			
RELATIONSHIP TO THIRD PARTY <input type="checkbox"/> RELATIVE <input type="checkbox"/> CLIENT <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> OTHER _____			
3. PAYMENT INSTRUCTIONS			
SUBSCRIPTION PRICE MAY BE PAID BY CHEQUE, PAYABLE TO : "AVONDALE INCOME FUND" AND RETURN CHEQUE WITH EXECUTED SUBSCRIPTION AGREEMENT TO ADDRESS ON PAGE ONE OR BY SUCH OTHER PAYMENT METHOD AS IS ACCEPTABLE TO THE TRUSTEE.			

**PART B. ACCREDITED INVESTOR CERTIFICATE**

In connection with the purchase by the undersigned (the "Subscriber") of the Purchased Units, the Subscriber hereby represents, warrants and certifies to the Fund, the Trustee and SGGG Fund Services Inc. (the "Administrator") that the Subscriber:

- (i) is an "accredited investor" (as defined in National Instrument 45-106 - *Prospectus and Registration Exemptions* ("NI 45-106")) by virtue of satisfying one of the criteria the indicated below:
  - (a) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,
  - (b) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
  - (c) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,
  - (d) a person in respect of which all of the owners of interests, direct or indirect, legal or beneficial, except the voting securities required by law to be owned by directors, are person or companies that are accredited investors  
or other: please indicate below the appropriate category of "accredited investor":  
\_\_\_\_\_
- (ii) is purchasing the Purchased Units as principal;
- (iii) is resident in or is subject to the laws of the jurisdiction set out above under the heading "Subscription and Subscriber Information";

- (iv) has not been provided with any offering memorandum (as such term is defined in section 1 (1) of the *Securities Act* (Ontario)) in connection with the purchase of the Purchased Units other than the Offering Memorandum.

**PART C. LEVERAGE DISCLOSURE AND ACKNOWLEDGEMENT (Under National Instrument 31-103)**

If you are considering borrowing money to purchase Units of the Fund, please be advised that using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

**PART D. SUBSCRIBER SIGNATURE**

By signing below, the Subscriber:

- (a) Is entering into this Subscription Agreement upon the attached terms and conditions;
- (b) Authorizes the indirect collection of personal information about the Subscriber and, if applicable, any disclosed beneficial subscriber of the Purchased Units, by each applicable securities regulatory authority or regulator and acknowledges that such information is made available to the public under applicable securities legislation; and
- (c) Hereby confirms that the Subscriber has read the written leverage disclosure statement in Part C above.

SUBSCRIBER OR AUTHORIZED SIGNATURE	
<p>X _____ INVESTOR SIGNATURE (OR AUTHORIZED SIGNING OFFICER IF APPLICABLE)</p> <p>_____ NAME OF INVESTOR (OR AUTHORIZED SIGNING OFFICER &amp; TITLE IF APPLICABLE)</p> <p>DATE: _____, 20____</p>	
<p><small>IF THE SUBSCRIBER IS SIGNING AS AGENT OR TRUSTEE FOR A BENEFICIAL SUBSCRIBER (A "DISCLOSED BENEFICIAL SUBSCRIBER") AND IS NOT PURCHASING AS TRUSTEE OR AGENT FOR ACCOUNTS FULLY MANAGED BY IT, COMPLETE THE FOLLOWING:</small></p>	
<p><small>NAME OF BENEFICIAL SUBSCRIBER:</small> _____</p>	<p><small>BENEFICIAL SUBSCRIBER'S ADDRESS:</small> _____</p>

TO BE COMPLETED BY THE TRUSTEE ONLY
<p>The Trustee, for and on behalf of the Fund, accepts the subscription on the terms and conditions of this Subscription Agreement, including the attached "Terms and Conditions of Subscription for Units of the Avondale Income Fund", for the following dollar value of Units: \$ _____</p> <p><b>SPARTAN FUND MANAGEMENT INC.</b></p> <p>By: _____ Authorized Signing Officer</p>

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR  
UNITS OF AVONDALE INCOME FUND**

**(1) Amount Payable**

The Subscriber hereby tenders, in full payment of the Subscription Price, a cheque, bank draft, wire transfer or other form of immediately transferable funds, made payable to "Avondale Income Fund" (or has arranged for another method of payment acceptable to the Trustee) for the amount set forth above on page 2 hereof representing the aggregate Subscription Price for the Purchased Units.

Units will be issued at the initial closing at the initial subscription price of \$10.00, and thereafter at the net asset value per Unit as of the applicable Valuation Date. A "**Valuation Date**" is the last Business Day (any day except Saturday, Sunday, a statutory holiday in Toronto, Ontario or any other day on which the Toronto Stock Exchange is not open for trading) of each month. In order to be accepted on a Valuation Date, a fully executed and completed Subscription Agreement, along with the additional information and documentation that must be provided pursuant to this Subscription Agreement, and cleared funds satisfying the Subscription Price for the Purchased Units must be received at least three Business Days prior to such Valuation Date (or by such later date as may be determined by the Trustee). Subscriptions received after that time will be accepted on the next Valuation Date. Units will be deemed to be issued on the next Business Day based on the net asset value per Unit on such Valuation Date.

**(2) Acceptance of Subscription**

The Subscriber acknowledges and agrees that participation in the Fund is subject to the acceptance of this subscription by the Trustee, payment of the Subscription Price and certain other conditions set forth in the Offering Memorandum. This Subscription Agreement and the Subscription Price or any portion thereof will be returned forthwith to the Subscriber, without interest or deduction, at the address indicated on page 2 hereof if this subscription or any part of this subscription is not accepted.

**(3) No Unit Certificates**

The Subscriber will not be entitled to receive a Unit certificate or other instrument representing the Purchased Units or evidencing beneficial ownership of the Purchased Units from the Trustee, or any other person and the ownership of Units shall be evidenced solely and conclusively by the register maintained by the Fund. However, on any purchase or retraction of Units, the Trustee shall issue written confirmation indicating the nature of the transaction effected by the Subscriber and the number of Units held by such Subscriber after such transaction.

**(4) Conditions of Closing**

The obligations of the Fund to sell the Purchased Units to the Subscriber is subject to the following conditions being fulfilled or performed on or before the time of issuance of Purchased Units, which conditions are for the exclusive benefit of the Fund and the Trustee and may be waived, in whole or in part, by the Trustee in its sole discretion:

- (a) the Subscriber delivering or causing to be delivered to the Trustee the following, in trust:
  - (i) one fully completed and duly executed copy of this Subscription Agreement, including all relevant schedules and all other documentation contemplated by this Subscription Agreement;
  - (ii) the Subscription Price by way of a cheque, wire transfer or bank draft or such other method of payment acceptable to the Trustee;
- (b) the Trustee accepting the Subscriber's subscription for the Purchased Units in whole or in part, which acceptance shall be in the Trustee's sole discretion, acting reasonably;
- (c) the offer, sale and issuance of the Purchased Units being exempt from the prospectus and registration requirements of Applicable Securities Laws. As used
- (d) in this Subscription Agreement, "**Applicable Securities Laws**" means any and all securities laws including, statutes, rules, regulations, by-laws, policies, guidelines, orders, decisions, rulings and awards, applicable in the jurisdictions in which the Units will be offered, sold and issued;
- (e) the Subscriber executing and returning to the Fund all relevant documentation required by Applicable Securities Laws in connection with the offer, sale and issuance of the Purchased Units to the Subscriber;
- (f) the Fund obtaining all orders, permits, approvals, waivers, consents, licenses or similar authorizations of Regulators necessary to complete the offer, sale and issuance of the Purchased Units. As used in this Subscription Agreement, "**Regulator**" means (i) any governmental or public entity department, court, commission, board, bureau, agency or instrumentality; and (ii) any quasi-governmental, self regulatory or private body exercising any regulatory authority;
- (g) the representations and warranties of the Subscriber having been true and correct as of the date of this Subscription Agreement and being true and correct at the time of issuance of the Purchased Units.

**(5) Prospectus Exemptions, Resale and Transfer Restrictions**

The Subscriber, on its own behalf and on behalf of any disclosed principal for whom the Subscriber is contracting under this Subscription Agreement (a "**Disclosed Beneficial Subscriber**") acknowledges and agrees that:

- (a) the decision to enter into this Subscription Agreement and to purchase the Purchased Units has not been based upon any verbal or written representation or documentation as to fact or otherwise made by or on behalf of the Fund, its affiliates or the Fund except as set forth in the Offering Memorandum (and not in

any preliminary or earlier draft thereof or in any confidential information memorandum);

- (b) the Subscriber has read and fully understands the Offering Memorandum and has had an opportunity to ask and have answered questions with respect to the Fund;
- (c) the sale and delivery of the Purchased Units to the Subscriber (and any Disclosed Beneficial Subscriber) is conditional upon such sale being exempt from the prospectus filing requirements of any applicable statute relating to the sale of the Purchased Units;
- (d) the Subscriber (and any Disclosed Beneficial Subscriber) will comply with all Applicable Securities Laws concerning any resale of the Purchased Units and will consult with its legal advisors with respect to complying with all restrictions applying to any such resale;
- (e) the Purchased Units shall not be transferred except in accordance with the Fund's declaration of trust and Applicable Securities Laws and with the prior written consent of the Trustee;
- (f) no market exists for the Purchased Units and none is likely to develop;
- (g) the Subscriber has read the "Risk Factors" section of the Offering Memorandum and has considered such risks carefully;
- (h) the Fund is relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Applicable Securities Laws, and no prospectus has been filed by the Fund with any securities commission or other securities regulatory authorities in any province or territory of Canada or any other jurisdiction in connection with the offering of the Units and as a result:
  - (i) the Subscriber is restricted from using most of the civil remedies available under Applicable Securities Laws in respect of its purchase of the Purchased Units and is aware that the civil law or the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement;
  - (ii) the Subscriber will not receive information that would otherwise be required to be provided to it under Applicable Securities Laws or contained in a prospectus prepared for a public offering of the Units in accordance with Applicable Securities Laws; and
  - (iii) the Fund is relieved from certain obligations that would otherwise apply under Applicable Securities Laws; and
- (i) the Subscriber acknowledges receipt of the statement of policies attached as Schedule "A".

**(6) Representations, Warranties and Covenants of the Subscriber**

The Subscriber, on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Subscriber, hereby represents, warrants, acknowledges and covenants to the Trustee and to the Fund (which representations, warranties, acknowledgements and covenants shall survive closing and continue in full force and effect until the Subscriber no longer directly or indirectly owns Units) that:

- (a) an investment in Units is not without risk and the Subscriber (and any Disclosed Beneficial Subscriber) may lose his, her or its entire investment;
- (b) the Subscriber (and any Disclosed Beneficial Subscriber) was offered the Purchased Units in, and is resident in, the jurisdiction indicated on page 2 under the heading "Subscription and Subscriber Information" and intends the Applicable Securities Laws to govern the offer, sale and issuance of the Units to the Subscriber;
- (c) the Subscriber (and any Disclosed Beneficial Subscriber) is eligible to purchase the Purchased Units pursuant to an exemption from the prospectus and registration requirements of Applicable Securities Laws. The Subscriber has completed and delivered to the Fund the Accredited Investor Certificate page 2 under the heading "Accredited Investor Certificate" evidencing the Subscriber's (and any Disclosed Beneficial Subscriber's) status under Applicable Securities Laws and confirms the truth and accuracy of all statements made in such certificate as of the date of this Subscription Agreement and as of closing;
- (d) the Subscriber does not act jointly or in concert with any other Subscriber for Units for the purposes of the acquisition of the Purchased Units;
- (e) the Subscriber (and any Disclosed Beneficial Subscriber) will execute and deliver all documentation as may be required by Applicable Securities Laws to permit the purchase of the Purchased Units on the terms herein set forth;
- (f) in the case of a subscription by the Subscriber for a Disclosed Beneficial Subscriber, the Subscriber fully manages the account of such Disclosed Beneficial Subscriber and the Subscriber, is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such Disclosed Beneficial Subscriber, to agree to the terms and conditions herein and therein set out and to make such representations, warranties, acknowledgements and covenants herein and therein contained, all as if such Disclosed Beneficial Subscriber was the purchaser named below, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes the legal, valid and binding agreement of, such Disclosed Beneficial Subscriber;
- (g) upon execution and delivery by the Subscriber and acceptance by the Trustee on behalf of the Fund, this Subscription Agreement will have been duly authorized,

executed and delivered by, and will constitute a legal, valid and binding agreement of, the Subscriber subject to:

- (i) any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally; and
  - (ii) general principles of equity, including the granting of equitable remedies within the discretion of a court of competent jurisdiction;
- (h) if the Subscriber is an individual, the Subscriber has obtained the age of majority and is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (i) the Subscriber has obtained independent legal and tax advice as to the Subscriber's liabilities under this Subscription Agreement, and acknowledges that the relevant provisions of the *Income Tax Act* (Canada) (the "**Tax Act**") and related statutes are complex and that the Subscriber has taken such steps as the Subscriber considers necessary to ensure that the Subscriber understands the meaning and effect of such representations, warranties and indemnities;
- (j) the Subscriber (or any Disclosed Beneficial Subscriber) has full power and authority to execute and deliver this Subscription Agreement and all other agreements, instruments and other documents contemplated hereby or thereby and to take all other actions required by this Subscription Agreement and has obtained all necessary approvals and authorizations in connection therewith;
- (k) the Subscriber has read the Offering Memorandum and is aware of the characteristics of the Purchased Units and of their speculative nature, as well as of the fact that they may only be transferred with the prior written consent of the Trustee, and such transfer will generally not be permitted, and that the Purchased Units cannot be sold or otherwise transferred except in accordance with Applicable Securities Laws;
- (l) the Subscriber (and any Disclosed Beneficial Subscriber) has been independently advised as to, and is aware of, the resale restrictions under Applicable Securities Laws with respect to the Purchased Units and acknowledges receipt of a written notice of the legend restriction notation applicable to the resale of the Purchased Units;
- (m) the Subscriber (or any Disclosed Beneficial Subscriber) is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act unless such investor has provided written notice to the contrary to the Trustee prior to the date of acceptance of the investor's subscription for Purchased Units. An investor who is not an individual may be obliged to provide the Trustee with a declaration that it is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act;



- (n) the Subscriber (and any Disclosed Beneficial Subscriber) is not a “**U.S. Person**” (as that term is defined in Regulation S promulgated under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or company organized or incorporated under the laws of the United States) and is not acquiring the Securities for the account of or benefit of a U.S. Person or a person in the United States;
- (o) the Subscriber represents and warrants that the Subscriber (and any Disclosed Beneficial Subscriber) is not named on or blocked by any of the following lists (the “**Prohibited Lists**”) promulgated by the Department of Foreign Affairs and International Trade Canada (DFAIT), or the Department of Public Safety and Emergency Preparedness of Canada (DPSEP):
  - (i) the List of Names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the Criminal Code (Canada) found at the website of the Office of the Superintendent of Financial Institutions Canada (OSFI) at [http://www.osfi-bsif.gc.ca/osfi/index\\_e.aspx?DetailID=525](http://www.osfi-bsif.gc.ca/osfi/index_e.aspx?DetailID=525);
  - (ii) the List of Names subject to the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism found at OSFI website at [http://www.osfi-bsif.gc.ca/osfi/index\\_e.aspx?DetailID=525](http://www.osfi-bsif.gc.ca/osfi/index_e.aspx?DetailID=525); and
  - (iii) the List of Names subject to the United Nations Al-Qaida and Taliban Regulations found at OSFI website at [http://www.osfi-bsif.gc.ca/osfi/index\\_e.aspx?DetailID=525](http://www.osfi-bsif.gc.ca/osfi/index_e.aspx?DetailID=525).

The Subscriber acknowledges and agrees that the Trustee has provided herein certain lists adopted or published by applicable governmental authorities for the convenience of the Subscriber and that because these lists are subject to change from time to time, it is the responsibility of the Subscriber to ensure that the lists are current as of the time this Subscription Agreement is executed and that each representation made by the Subscriber is true and correct as of the date of the Subscription Agreement.

- (p) to the best of the Subscriber’s knowledge the money that the Subscriber seeks to invest is not derived from any criminal enterprise or proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada);
- (q) the Subscriber agrees to provide to the Trustee or SGGG Fund Services Inc. (the “**Administrator**”) (as the case may be) such additional information as the Trustee or the Administrator (as the case may be) may request, and to take such other reasonable actions on request as may be advisable in the reasonable judgment of the Trustee or the Administrator (as the case may be) or its agents or service

providers, to enable the Trustee to satisfy its anti-money laundering and anti-terrorist financing responsibilities;

- (r) the Subscriber acknowledges and agrees that the Subscriber may encounter delays in effecting redemptions or in receiving distributions or other payments from the Company, and may be required to redeem from the Company, if information requested by the Trustee, the Company or the Administrator (as the case may be) or any of the Company's other agents or service providers is not provided in a timely manner. In the event of any such delay, the Subscriber shall indemnify the Trustee, the Company or the Administrator (as the case may be), and hold it harmless, against any loss resulting from such delay;
- (s) the Subscriber acknowledges and agrees that redemption proceeds or other amounts paid to the Subscriber will be paid only to an account in the Subscriber's name, unless the Company in its sole discretion agrees otherwise;
- (t) the Subscriber acknowledges that (i) the Trustee or the Administrator (as the case may be) or any of the Company's other agents or service providers may monitor communications, investments, redemptions, and other payments; (ii) may be required to report any suspicious activity to appropriate authorities; (iii) in the course of making investments the Company may disclose information contained in this Subscription Agreement or otherwise provided by the Subscriber to third parties; and (iv) the Trustee or the Administrator (as the case may be) may disclose information contained in this Subscription Agreement or otherwise provided by the Subscriber to applicable government authorities for anti-money laundering and anti-terrorist financing purposes;
- (u) the Subscriber acknowledges that, if the Subscriber is or becomes named on or blocked by any Prohibited List, or if the Trustee or the Administrator (as the case may be) is otherwise required by law, the Trustee or the Administrator (as the case may be) may freeze its investment, by prohibiting additional investments, declining redemption requests or segregating assets constituting the investment in accordance with applicable regulations, or the Subscriber may be required to redeem from the Fund. In such event, the Subscriber shall indemnify the Trustee, the Fund or the Administrator (as the case may be), and hold them harmless, against any resulting loss;
- (v) the Subscriber understands that, if required by Applicable Securities Laws a report of the sale of the Units will be filed with the appropriate securities regulatory authority. The Subscriber hereby acknowledges that pursuant to such a report, the Fund may be obligated to disclose, among other things, the identity of the Subscriber and the particulars of the Subscriber's holdings in the Fund. The Subscriber hereby consents to such disclosure; and
- (w) except as required by applicable laws, the Subscriber agrees to keep confidential all information provided to the Subscriber relating to the business and affairs of the Fund and not to distribute or otherwise make available any such information to any other person or otherwise exploit any such information.

The Subscriber, on its own behalf and on behalf of any Disclosed Beneficial Subscriber, acknowledges that the foregoing representations and warranties are made with the intent that they may be relied upon by the Trustee, the Fund and their respective counsel in determining the Subscriber's eligibility or (if applicable) the eligibility of any Disclosed Beneficial Subscriber on whose behalf the Subscriber is contracting hereunder to purchase the Purchased Units under Applicable Securities Laws and, in the case of such counsel, to provide opinions in respect of the sale of the Purchased Units. The Subscriber, on its own behalf and on behalf of any Disclosed Beneficial Subscriber, further agrees that by accepting the Purchased Units, the Subscriber (or any Disclosed Beneficial Subscriber) shall be representing and warranting that the foregoing representations and warranties are true as at the time of such acceptance. The Trustee, the Fund and the Administrator shall be entitled to rely on the representations and warranties of the undersigned contained in this Subscription Agreement and the Subscriber shall indemnify and hold harmless the Fund, the Trustee and the Administrator for any loss or damage they may suffer as a result of any misrepresentation of the undersigned.

**(7) Representations and Warranties of the Fund**

The Fund represents and warrants to the Subscriber, and acknowledges that the Subscriber is relying upon such representations and warranties in connection with its subscription for Purchased Units as provided herein, that:

- (a) the Fund is established as a trust under the laws of the Province of Ontario and has all requisite power, authority and capacity to carry on its business as it is described in the Offering Memorandum;
- (b) the Fund has complied, or will comply, with all Applicable Securities Laws in connection with the offer, sale and issuance of the Purchased Units;
- (c) the Purchased Units will, at the time of issue, be duly allotted, validly issued, fully-paid and non-assessable and will be free of all liens, charges and encumbrances; and
- (d) the Fund has all requisite power, authority and capacity to create, issue, offer, sell and deliver the Purchased Units.

**(8) Waiver of Withdrawal Right**

The Subscriber, and each Disclosed Beneficial Subscriber, if any, for whom the Subscriber is acting, hereby waives and releases the Trustee and the Fund from all rights of withdrawal to which it might otherwise be entitled under Applicable Securities Laws, to the fullest extent permitted by law.

**(9) Authorization of Indirect Collection of Personal Information for Distributions in Ontario**

The Fund may be required to file a report of trade with all applicable securities regulatory authorities containing personal information about the Subscriber (and any Disclosed Beneficial Subscriber). The Subscriber (and any Disclosed Beneficial Subscriber) acknowledges that it has been notified by the Fund:

- (a) of such delivery of a report of trade containing the full name, residential address and telephone number of each Subscriber (and any Disclosed Beneficial Subscriber), the number and type of securities purchased, the total purchase price paid for such securities, the date of the purchase and the prospectus and registration exemption relied upon under Applicable Securities Laws to complete such purchase;
- (b) that in Ontario, this information is collected indirectly by the Ontario Securities Commission under the authority granted to it under, and for the purposes of the administration and enforcement of, the securities legislation in Ontario; and
- (c) that the Subscriber may contact the Administrative Support Clerk, Ontario Securities Commission at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone at (416) 593-3684 for more information regarding the indirect collection of such information by the Ontario Securities Commission.

**By completing this Subscription Agreement, the Subscriber authorizes the indirect collection of this information by each applicable securities regulatory authority or regulator and acknowledges that such information may be made available to the public under applicable securities legislation.**

**(10) Subscriber's Rights of Action**

The Subscriber shall have such rights of action against the Fund as is described in the Offering Memorandum under "Rights of Action for Rescission or Damages".

**(11) Beneficial Subscribers**

Whether or not explicitly stated in this Subscription Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Subscription Agreement, including any schedules attached hereto, will be treated as if made by the Disclosed Beneficial Subscriber, if any.

**(12) Governing Law**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber, on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement.

**(13) Survival**

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, including in the Accredited Investor Certificate, shall survive and continue in full force and effect and be binding upon the Fund and the Subscriber, notwithstanding the completion of the purchase of the Purchased Units by the Subscriber pursuant hereto, or the subsequent disposition of the Purchased Units by the Subscriber.

**(14) Assignment**

This Subscription Agreement is not transferable or assignable by the parties hereto.

**(15) Fax Indemnity**

The Subscriber hereby acknowledges that where any subscription agreement, retraction request, transfer request or other document (a “**Document**”) is sent to the Administrator by way of facsimile, the fact that a transmission report produced by the originator of such transmission discloses that the transmission was sent will not be sufficient proof of receipt by the Administrator. The Administrator will not be liable for any loss arising as a result of acting or failing to act on the basis of any Document sent by facsimile. The Subscriber agrees to indemnify the Administrator from and against any and all actions, losses, costs, charges, expenses and demands of any and every kind which may at any time hereafter be incurred by the Administrator in consequence of accepting and acting upon or failing to act upon any Document sent as aforesaid.

**(16) Delivery of Materials**

The Administrator will deliver to Subscribers any circulars, notices of meetings, reports, financial statements and other written material by its then current delivery method, which may entail either physical or electronic delivery, the latter which may include delivery by email and/or making them available on a website to which Subscribers will have access, upon agreement by each Subscriber with the terms and conditions applying to the use of such website.

**(17) Provision of Identification Information to Third Parties**

In order to enable it to perform the anti-money laundering checks in relation to the Subscribers as required by applicable law, the Administrator may be required to disclose identification information in relation to such Subscribers to a third party service provider of web-based anti-money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

**(18) Entire Agreement**

This Subscription Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein or therein. This Subscription Agreement including the Schedules may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

**(19) Counterparts**

This Subscription Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

**(20) Time of Essence**

Time shall be of the essence in this Subscription Agreement.

**(21) Interpretation**

The headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Subscription Agreement. References in this Subscription Agreement and the Schedules to "\$" or "USD\$" are to United States dollars.

**(22) Language of Documents**

The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente convention de souscription ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

**SCHEDULE "A"**  
**STATEMENT OF POLICIES REGARDING SECURITIES**  
**OF RELATED AND CONNECTED ISSUERS AND RELATED REGISTRANTS**

National Instrument 31-103 *Registration Requirements and Exemptions* ("NI 31-103") requires registered firms to identify and respond to existing material conflicts of interest and material conflicts of interest that can reasonably be expected to arise between the registered firm and its client. Potentially, a conflict of interest arises under either of the following situations: (i) a registered firm trades in or advises with respect to its own securities or securities in certain other issuers to which it, or certain other parties related to it, are related or connected; and (ii) a registered firm has a director, officer or principal shareholder that is a director, officer or principal shareholder of another registrant.

**Statement of Policies Concerning Related and Connected Issuers**

Spartan Fund Management Inc. ("**Spartan**") is registered under the *Securities Act* (Ontario) in the categories of portfolio manager, investment fund manager, exempt market dealer and commodity trading manager.

In performing its services, Spartan may from time to time advise on or trade in securities of one of its related, connected or associated issuers. The investment funds managed by Spartan may invest in entities related to Spartan or purchase a security of an issuer in which a responsible person or an associate of a responsible person is a partner, officer or director.

"**connected issuer**" means, in respect of Spartan, an issuer that has, or any related issuer of which has, any indebtedness to, or other relationship with, (i) Spartan, (ii) related issuer of Spartan, (iii) director, officer or partner of Spartan or (iv) director, officer or partner of a related issuer of Spartan, that, in connection with a distribution of securities of the issuer, is material to a prospective purchaser of the securities. Accordingly, an issuer is "connected" to Spartan if, due to indebtedness or other relationships, a prospective purchaser of securities of the connected issuer might question Spartan independence from the issuer.

"**related issuer**" means, in respect of Spartan, an issuer of securities over which Spartan exercises a controlling influence (for example, through the ownership of, or direction or control over voting securities) or an issuer of securities that exercises a controlling influence over Spartan. In this context, the term "influence" means having the power, directly or indirectly, to exercise a controlling influence over the management and policies of the company, whether alone or in combination with one or more other persons or companies.

"**responsible person**" means, for a registered adviser, (a) the adviser, (b) a partner, director or officer of the adviser, and (c) each of the following who has access to, or participates in formulating, an investment decision made on behalf of a client of the adviser or advice to be given to a client of the adviser: (i) an employee or agent of the adviser; (ii) an affiliate of the adviser; and (iii) a partner, director, officer, employee or agent of an affiliate of the adviser.

The "Terms and Conditions" section of the Spartan website ([www.spartanfunds.ca](http://www.spartanfunds.ca)) contains a current list of connected issuers ("Connected Issuers").

In carrying on business as a portfolio manager and exempt market dealer in Ontario, Spartan may:

- (a) with the written consent of the client, cause an investment portfolio managed by it, including an investment fund for which it acts as an adviser, to purchase a security of an issuer in which a responsible person or an associate of a responsible person is a partner, officer or director;
- (b) with the written consent of the client, exercise discretionary authority to buy or sell securities of Spartan or other related or Connected Issuers (this consent will be obtained once during every 12 month period);
- (c) make recommendations in respect of securities of Connected Issuers; and
- (d) sell securities issued by Connected Issuers.

In addition, Spartan or other related parties may act as principal or agent in respect of securities purchased or sold by or to clients of Spartan.