

## THE RESILIENT CANADIAN EQUITY TREND FUND

### SUBSCRIPTION AGREEMENT

**TO:** Resilient Canadian Equity Trend Fund (the “**Fund**”)

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

The undersigned (the “**Subscriber**”) hereby acknowledges receipt of a confidential offering memorandum dated April 28, 2016 (as amended and/or restated from time to time, the “**Offering Memorandum**”) relating to a continuous offering (the “**Offering**”) of redeemable, retractable trust units of three series, namely the Series A Units, Series F Units and Series X 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 trust agreement dated as of February 17, 2016 (as amended and/or restated from time to time, the “**Trust Agreement**”). The Subscriber acknowledges that this subscription is not binding on the Fund until accepted, in whole or in part, by the Manager 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 the Series 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 Subscriber agrees to be bound by the terms and conditions set forth below under “Terms and Conditions of Subscription for Units of The Resilient Canadian Equity Trend 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 Canadian 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 Manager in the amount of the Subscription Price payable to “Spartan Fund Management Inc., in trust”.

**Please return a completed and signed Subscription Agreement 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 Manager.**

**PART A. SUBSCRIPTION AND SUBSCRIBER INFORMATION**

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

<b>1. PURCHASE AMOUNT</b>		<b>THE RESILIENT CANADIAN EQUITY TREND FUND: \$</b>	
SERIES <input type="checkbox"/> A <input type="checkbox"/> F <input type="checkbox"/> X			
<b>2. SUBSCRIBER INFORMATION</b>			
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 <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:
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 (if an individual) _____	
THIRD PARTY'S INCORPORATION # AND PLACE OF INCORPORATION (if a corporation) _____			
RELATIONSHIP TO THIRD PARTY <input type="checkbox"/> RELATIVE <input type="checkbox"/> CLIENT <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> OTHER			
<b>3. PAYMENT INSTRUCTIONS</b>			
SUBSCRIPTION PRICE MAY BE PAID BY CHEQUE, PAYABLE TO : "SPARTAN FUND MANAGEMENT INC., IN TRUST", AND RETURN CHEQUE WITH EXECUTED SUBSCRIPTION AGREEMENT TO ADDRESS ON PAGE ONE OR BY SUCH OTHER PAYMENT METHOD AS IS ACCEPTABLE TO THE MANAGER.			

**PART B. ACCREDITED INVESTOR CERTIFICATE**

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

- (i) is an "accredited investor" (as defined in National Instrument 45-106 - *Prospectus Exemptions* ("NI 45-106")) by virtue of satisfying the criteria the indicated below by checking the box next to the applicable criteria:
  - (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) other: please indicate 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 province or territory set out above under the heading "Subscription and Subscriber Information"; and
- (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. RISK ACKNOWLEDGEMENT**

**WARNING!**

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>1. About your investment</b>	
Type of securities: Series ____ trust units at a price of CDN \$_____ per trust unit.	Issuer: Resilient Canadian Equity Trend Fund
Purchased from: Resilient Canadian Equity Trend Fund	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss - You could lose your entire investment of \$_____. [ <i>Instruction: Insert the total dollar amount of the investment.</i> ]	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	

<ul style="list-style-type: none"> <li>Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li> </ul>	
<ul style="list-style-type: none"> <li>Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.</li> </ul>	
<ul style="list-style-type: none"> <li>Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)</li> </ul>	
<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment</b>	
Resilient Canadian Equity Trend Fund, c/o Spartan Fund Management Inc. 100 Wellington Street West, Suite 2101 Toronto, ON M5K 1J3 admin@spartanfunds.ca	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a> .	

**PART E. FURTHER ACKNOWLEDGEMENTS AND SUBSCRIBER SIGNATURE**

By signing below, the Subscriber:

- (a) is entering into this Subscription Agreement upon the attached terms and conditions which for direct investors will include the completion and delivery to the Manager of "Know Your Client" and "Risk Acknowledgement Forms" which shall be provided to the Subscriber as a direct investor;
- (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;
- (c) hereby confirms that the Subscriber has read the written leverage disclosure statement in Part C above;

- (d) hereby confirms the purpose of the Foreign Account Tax Compliance Act (“FATCA”) is to prevent US persons/entities from avoiding income tax by holding assets through foreign accounts and further confirms that the Subscriber is not a US person/entity as defined by the US Internal Revenue Service; and
- (e) hereby confirms that Spartan Fund Management, in compliance with Canada’s Anti Spam Legislation (“CASL”), requires your consent to send certain commercial electronic messages providing information that is relevant to you and your investment in the Fund. Please complete Schedule “E” - Consent to Electronic Communications and Electronic Delivery of Documents to this Subscription Agreement indicating whether or not you consent to receiving such communications.

SUBSCRIBER OR AUTHORIZED SIGNATURE	
<p>_____</p> <p>INVESTOR SIGNATURE (OR AUTHORIZED SIGNING OFFICER IF APPLICABLE)</p> <p>_____</p> <p>NAME OF INVESTOR (OR AUTHORIZED SIGNING OFFICER &amp; TITLE IF APPLICABLE)</p> <p>DATE: _____, 20____</p>	
<p>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:</p>	
<p>NAME OF BENEFICIAL SUBSCRIBER:</p>	<p>BENEFICIAL SUBSCRIBER’S ADDRESS:</p>

<b>TO BE COMPLETED BY THE MANAGER ONLY</b>	
<p>The Manager, 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 Resilient Canadian Equity Trend Fund”, for the following dollar value of Units: \$ _____</p>	
<p>NAV per Series A Unit as of the applicable Valuation Date</p>	<p>\$ _____</p>
<p>NAV per Series F Unit as of the applicable Valuation Date</p>	<p>\$ _____</p>
<p>NAV per Series X Unit as of the applicable Valuation Date</p>	<p>\$ _____</p>
<p><b>SPARTAN FUND MANAGEMENT INC.</b></p> <p>_____</p> <p style="text-align: center;">Authorized Signing Officer</p>	

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR  
UNITS OF THE RESILIENT CANADIAN EQUITY TREND FUND**

**(1) Amount Payable**

The Subscriber hereby tenders, in full payment of the Subscription Price, a certified cheque, bank draft, wire transfer or other form of immediately transferable funds, made payable to "Spartan Fund Management Inc., in trust" (or has arranged for another method of payment acceptable to the Manager) 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 ("**Business Day**" means any day except Saturday, Sunday or statutory holiday in Toronto, Ontario) 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 one Business Day prior to such Valuation Date (or by such later date as may be determined by the Manager). 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 Manager, payment of the Subscription Price and certain other conditions set forth herein and 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 Manager 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, retraction or redemption of Units, the Manager 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 Manager and may be waived, in whole or in part, by the Manager in its sole discretion:

- (a) the Subscriber delivering or causing to be delivered to the Manager 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; and
  - (ii) the Subscription Price by way of a certified cheque, wire transfer or bank draft or such other method of payment acceptable to the Manager;
- (b) the Manager accepting the Subscriber's subscription for the Purchased Units in whole or in part, which acceptance shall be in the Manager'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 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;
- (d) 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;
- (e) 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;
- (f) 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 Trust Agreement and Applicable Securities Laws and with the prior written consent of the Manager;
- (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 protections, rights and remedies available under Applicable Securities Laws, including statutory rights of rescission or damages;
  - (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;
  - (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 Manager 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 province or territory 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 set out on page 2 under the heading "Accredited Investor Certificate" evidencing the Subscriber's (and any Disclosed Beneficial Subscriber's) status under Applicable Securities Laws and the Risk Acknowledgement set out on page 3 under the heading "Risk Acknowledgement" and confirms the truth and accuracy of all statements made in such certificate and acknowledgement 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 above, 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 Manager 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 Manager, 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 (and any Disclosed Beneficial Subscriber) is not (i) a "non-resident" of Canada for the purposes of the Tax Act, (ii) a "non-Canadian" within the meaning of the *Investment Canada Act* or (iii) a partnership and that he, she or it will maintain such status during such time as Purchased Units are held by him or her;
- (n) 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 Manager 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 Manager with a

declaration that it is not a “financial institution” as that term is defined in subsection 142.2(1) of the Tax Act;

- (o) 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;
- (p) 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 [www.osfi-bsif.gc.ca/eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx](http://www.osfi-bsif.gc.ca/eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx);
  - (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 Manager 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.

- (q) 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);
- (r) the Subscriber agrees to provide to the Manager or SGGG Fund Services Inc. (the “**Administrator**”) (as the case may be) such additional information as the Manager 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 Manager or the Administrator (as the case may be) or its agents or service providers, to enable the Manager to satisfy its anti-money laundering and anti-terrorist financing responsibilities;

- (s) the Subscriber acknowledges and agrees that the Subscriber may encounter delays in effecting retractions or in receiving distributions or other payments from the Fund, and may be required to redeem its Units if information requested by the Manager or the Administrator (as the case may be) or any of the Fund's other agents or service providers is not provided in a timely manner;
- (t) the Subscriber acknowledges and agrees that retraction or redemption proceeds or other amounts paid to the Subscriber will be paid only to an account in the Subscriber's name, unless the Manager in its sole discretion agrees otherwise;
- (u) the Subscriber acknowledges that (i) the Manager or the Administrator (as the case may be) or any of the Fund'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 Fund may disclose information contained in this Subscription Agreement or otherwise provided by the Subscriber to third parties; and (iv) the Manager 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
- (v) the Subscriber acknowledges that, if the Subscriber is or becomes named on or blocked by any Prohibited List, or if the Manager or the Administrator (as the case may be) is otherwise required by law, the Manager 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;
- (w) 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
- (x) 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 Manager, 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 Manager, 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 Manager 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) 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.**

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

The Subscriber shall have such rights of action against the Fund as is described in the Offering Memorandum under "Investors' Rights of Action".

**(10) 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.

**(11) 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.

**(12) 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.

**(13) Assignment**

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

**(14) 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 but not received by the Administrator.

**(15) 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.

**(16) 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.

**(17) 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.

**(18) Time of Essence**

Time shall be of the essence in this Subscription Agreement.

**(19) 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 "C\$" are to Canadian dollars.

**(20) 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 indirectment soient rédigés en anglais.

*(Remainder of page intentionally left blank)*

**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 above-noted funds or other related or connected issuers; and
- (d) sell securities issued by any of the above-noted funds and other investment funds managed by Spartan or its affiliates.

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.