

**SUBSCRIPTION AGREEMENT**  
**LSQ SPAC FUND**

**(Class F Units, Class X Units, Class USF Units and Class USX Units)**

**TO:** SPARTAN FUND MANAGEMENT INC. (the “Manager”), as trustee and manager of LSQ SPAC FUND

**AND TO:** LSQ SPAC FUND (the “Fund”)

The undersigned (the “Subscriber”) hereby irrevocably subscribes for (please indicate class of Units by checking the box below) of the Fund set out below:

**CLASS F UNITS**       **CLASS X UNITS**       **CLASS USF UNITS**       **CLASS USX UNITS**  
(SPA1500)                      (SPA1502)                      (SPA1510)                      (SPA1512)

<b>LSQ SPAC FUND</b>	
<b>Non-Registered Purchase Amount</b>	\$
<b>RRSP Purchase Amount</b>	\$
<b>TFSA Purchase Amount</b>	\$

Class F Units and Class X Units are denominated in Canadian dollars, and Class USF Units and Class USX Units are denominated in U.S. dollars. Prospective investors that are Canadian residents must invest the minimum initial subscription amount set out below. The Manager may in its discretion accept subscriptions for lesser amounts.

- (a) \$25,000 for Class F Units and Class X Units (US\$25,000 for Class USF Units and Class USX Units) for subscribers that qualify as “accredited investors”.
- (b) \$150,000 for Class F Units and Class X Units (US\$150,000 for Class USF Units and Class USX Units) for subscribers, other than individuals or subscribers resident in Alberta, that are not purchasing as “accredited investors”.

Upon the Fund reaching a Net Asset Value of \$10,000,000, no further Class X or Class USX Units will be offered by the Fund except in the sole discretion of the Manager. Class F Units, Class X Units, Class USF Units and Class USX Units of the Fund may carry a front-end sales commissions at the time of purchase of up to 2.0%. Class F Units and Class USF Units of the Fund may be purchased by investors who are enrolled in fee-based programs through their broker, dealer or advisor and who are subject to an annual asset-based fee.

This completed Subscription Agreement must be received by the Manager before **4:00 p.m. (EST) on the relevant Valuation Date (as defined in the Offering Memorandum)**.

Please return a completed and signed Subscription Agreement to:

Via email: docs@spartanfunds.ca  
Via post: Spartan Fund Management Inc.  
150 King Street West, Suite 200  
Toronto, Ontario  
Canada M5H 1J9

All terms used and not defined in this Subscription Agreement have the meaning provided in the confidential offering memorandum of the Fund dated as of August 16, 2021, as the same may be amended, restated or supplemented from time to time (the “Offering Memorandum”). **By submitting this Subscription Agreement, the Subscriber acknowledges having received and read the Offering Memorandum and that the Manager is relying on the representations and warranties set out herein.**

## PART A. SUBSCRIBER INFORMATION

The Subscriber must complete the first paragraph of this Subscription Agreement, provide the information listed below, sign where indicated and return an executed Subscription Agreement to address on page one together with payment of the subscription amount in immediately available funds in accordance with the payment instructions set out below or by such other payment method as is acceptable to the manager.

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

1. SUBSCRIBER INFORMATION – CORPORATIONS, TRUSTS OR PARTNERSHIPS					
<input type="checkbox"/> CORPORATION <input type="checkbox"/> TRUST <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER _____					
NAME OF SUBSCRIBER					BIN – CORPORATE:
AUTHORIZED REPRESENTATIVE			POSITION WITH SUBSCRIBER		
ADDRESS:			TELEPHONE NUMBER:		SECONDARY TELEPHONE NUMBER:
CITY:	PROVINCE:	POSTAL CODE:	E-MAIL ADDRESS:		
PRINCIPAL BUSINESS:			PURPOSE OF INVESTMENT: <input type="checkbox"/> INVESTMENT <input type="checkbox"/> OTHER _____		
2. SUBSCRIBER INFORMATION - INDIVIDUALS					
TITLE: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR. <input type="checkbox"/> OTHER _____					
LAST NAME		FIRST NAME:	INITIAL:	BIRTH DATE (YYYY/MM/DD):	SIN - INDIVIDUALS:
ADDRESS:			HOME TELEPHONE NUMBER:		BUSINESS TELEPHONE NUMBER:
CITY:	PROVINCE:	POSTAL CODE:	E-MAIL ADDRESS:		
OCCUPATION:			PURPOSE OF INVESTMENT: <input type="checkbox"/> INVESTMENT <input type="checkbox"/> OTHER _____		
3. JOINT ACCOUNTS					
Each account holder must sign a copy of this Subscription Agreement and provide appropriate proof of identification. You hereby confirm that the Units are to be held by each of you as joint tenants and not as tenants in common and we are hereby authorized to take orders from either of you alone. Unless you both instruct us differently: (i) allocations for tax purposes will be made to each of you in equal amounts; and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the order of all joint holders (if paid by cheque) or to the account from which wire payment for the subscription for Units was received.					
4. BENEFICIAL PURCHASER INFORMATION (if the Subscriber is signing as agent for a disclosed principal, and is not a trust corporation signing as a trustee or as agent for a fully managed account, the name and address of such disclosed principal is set forth below)					
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):	SIN - INDIVIDUALS / BIN – CORPORATE:
ADDRESS:			HOME TELEPHONE NUMBER:		BUSINESS TELEPHONE NUMBER:
CITY:	PROVINCE:	POSTAL CODE:	E-MAIL ADDRESS:		
RELATIONSHIP TO BENEFICIAL PURCHASER <input type="checkbox"/> RELATIVE <input type="checkbox"/> CLIENT <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> OTHER _____					
5. PAYMENT INSTRUCTIONS					
SUBSCRIPTION PRICE MAY BE ACCEPTED:					
VIA FUNDSERV:    ● CLASS F UNITS   ● CLASS X UNITS   ● CLASS USF UNITS   ● CLASS USX UNITS					
VIA CHEQUE TO:    SPARTAN FUND MANAGEMENT INC. ITF LSQ SPAC FUND					

VIA WIRE TRANSFER: PLEASE CONTACT THE MANAGER FOR WIRE INSTRUCTIONS.

**6. DEALER CERTIFICATION (this Part is to be completed by the Subscriber's registered adviser or dealer (the "Subscriber's Agent"))**

By submitting this completed Subscription Agreement to the Manager, the Subscriber's Agent hereby acknowledges and confirms that: (a) it has fulfilled all relevant "know-your-client" and suitability obligations that it owes to the Subscriber; (b) it has complied with all applicable anti-money laundering and FATCA/CRS requirements; and (c) if the subscriber is purchasing Units as an "accredited investor", then it has verified, using the collected "know-your-client" information or other relevant information, that the Subscriber is an "accredited investor" for the purposes of this subscription.

NAME OF SUBSCRIBER'S AGENT (FIRM NAME):

SIGNATURE OF AUTHORIZED SIGNATORY:

X

**PART B. LEVERAGE DISCLOSURE AND ACKNOWLEDGEMENT**

**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 C. 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 the "Client Account Opening Form" 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 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 B above;
- (d) Hereby agrees that it does not want to receive annual and interim financial statements in respect of the Fund. The Subscriber understands that it may change this standing instruction by completing **Schedule "G" – Standing Instructions Regarding Interim and Annual Financial Statements** to this Subscription Agreement. The Subscriber acknowledges that it is entitled to receive annual and interim financial statements and may receive other information about the Fund from the Manager;
- (e) Hereby confirms that Spartan Fund Management Inc., 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** to this Subscription Agreement indicating whether or not you consent to receiving such communications; and
- (f) Hereby confirms that the Subscriber has completed, executed and returned to the Manager, as applicable, **Schedule "H" – U.S. FATCA and CRS Schedule for Individuals** or **Schedule "I" – U.S. FATCA and CRS Schedule for Entities** to this Subscription Agreement.

<b>SUBSCRIBER OR AUTHORIZED SIGNATORY</b>	
<p>The Subscriber certifies that it has read the terms in this Subscription Agreement, including the Fund's Offering Memorandum, and hereby subscribes for Units of the Fund on the terms and conditions set forth herein and tenders herewith the full payment of the aggregate subscription price for the Units subscribed for as of this _____ day of _____, 20_____.</p>	
<p>X _____  SUBSCRIBER SIGNATURE (OR AUTHORIZED SIGNING OFFICER IF APPLICABLE)</p> <p>_____  NAME OF SUBSCRIBER (OR AUTHORIZED SIGNING OFFICER &amp; TITLE IF APPLICABLE)</p>	<p>X _____  SIGNATURE OF WITNESS (IF APPLICABLE)</p> <p>_____  NAME OF WITNESS (IF APPLICABLE)</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 LSQ SPAC Fund", for the following dollar value of Units:  \$ _____</p> <p><b>SPARTAN FUND MANAGEMENT INC.</b></p> <p>_____  Authorized Signing Officer</p>

## **TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS OF LSQ SPAC FUND**

### **2. Acknowledgement and Consent of Subscriber Regarding Investment in Underlying Fund**

Pursuant to its investment strategy, the Fund may invest some or all of its assets in other investment funds (the “Underlying Fund”) in which: (i) the Manager; (ii) a partner, director or officer of the Manager; and (iii) employees and agents of the Manager or its affiliates and partners, directors, officers, employees or agents of such persons who have access to, or participate in formulating and investment decisions made on behalf of the Fund or advice to be given to the Fund (collectively, a “Responsible Person”), or an affiliate of such Responsible Person is a partner, officer or director. By its execution of this Subscription Agreement, the Subscriber is hereby: (i) acknowledging that the Fund’s intention to invest in Underlying Fund in which a Responsible Person or an affiliate of a Responsible Person is a partner, director or officer has been disclosed to the Subscriber; and (ii) consents to the purchase by the Fund of securities issued by such Underlying Fund.

### **3. Payment of Subscription Price**

The Subscriber hereby tenders, in full payment of the subscription price for the Units, a certified cheque, bank draft, wire transfer or other form of immediately transferable funds, made payable to “Spartan Fund Management Inc. ITF LSQ SPAC Fund” (or has arranged for another method of payment acceptable to the Manager) for the amount set forth in this Subscription Agreement representing the aggregate subscription price of the Units subscribed for. 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 payment of the subscription price must be forwarded by the Subscriber for delivery not later than **4:00 p.m. (EST)** on the relevant Valuation Date to the Manager or to the Subscriber’s registered dealer in accordance with the Offering Memorandum (provided that the Manager reserves the right, but shall not be obligated, to accept subscriptions that are received after such time). Subscriptions received after that time will be accepted on the next Valuation Date.

### **4. Acceptance of Purchase**

The Subscriber acknowledges that participation in the Fund is subject to acceptance of this Subscription Agreement by the Manager, in its sole discretion, to valid payment of the subscription price and to certain other conditions as set forth in the Offering Memorandum. The acceptance of the subscription of the Subscriber by the Fund is conditional, among other things, upon the due completion, execution and delivery of this Subscription Agreement. If this subscription for Units is not accepted, this Subscription Agreement and any payment representing the purchase price for the Units that has not been accepted shall be returned promptly to the Subscriber without interest or deduction at the address of the Subscriber indicated in this Subscription Agreement. If the subscription is accepted only in part, a cheque representing a portion of the purchase price for that portion of the subscription for the Units which is not accepted will be promptly delivered or mailed to the Subscriber without interest.

### **5. Conditions of Closing**

The obligations of the Fund to sell the Units to the Subscriber is subject to the following conditions being fulfilled or performed on or before the time of issuance of 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:
  - (i) a 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 for the Units 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 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 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 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 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; and
- (f) the representations and warranties of the Subscriber contained in this Subscription Agreement, including all relevant schedules and all other documentation contemplated by this Subscription Agreement 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 Units.

## **6. Representations, Warranties, Covenants and Acknowledgements of the Subscriber**

The Subscriber, on its own behalf and on behalf of any disclosed principal for whom the Subscriber is contracting under this Subscription Agreement, hereby represents, warrants, acknowledges and covenants to the Manager and to the Fund that:

- (a) if an individual, the Subscriber is of the age of majority and has the capacity and competence to enter into and be bound by this Subscription Agreement and all other agreements contemplated hereby and this Subscription Agreement constitutes a legal, valid and binding agreement enforceable against the Subscriber in accordance with its terms;
- (b) if the Subscriber is an incorporated entity:
  - (i) the Subscriber is a valid and subsisting corporation and is in good standing under the laws of the jurisdiction of its incorporation;
  - (ii) the Subscriber has the corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its obligations hereunder;
  - (iii) this Subscription Agreement has been duly authorized, executed and delivered by the Subscriber and is a legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms; and
  - (iv) the execution and delivery of this Subscription Agreement by the Subscriber will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of the Subscriber under (a) any contract to which the Subscriber is a party or by which it is bound; (b) any provision of the constating documents of the Subscriber; or (c) any judgment, decree, order or award of any court, government body or arbitrator having jurisdiction over the Subscriber;
- (c) the Subscriber is a resident in or otherwise subject to the securities laws of the province or territory of Canada set forth on the second page of this Subscription Agreement, and if the Subscriber is acting as agent for a disclosed principal, the disclosed principal is resident in or otherwise subject to the securities laws of province or territory set out on the second page of this Subscription Agreement;

- (d) if the Subscriber is purchasing the Units as trustee or agent (including, for greater certainty, a portfolio manager or comparable advisor) for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, warranties, acknowledgments and covenants made herein and therein, and the Subscriber acknowledges that the Fund is required by law to disclose, on a confidential basis, to certain regulatory authorities, the identity of such beneficial purchaser of Units for whom the Subscriber may be acting;
- (e) the Subscriber is not a “non-Canadian” as that expression is defined in the *Investment Canada Act* (Canada);
- (f) the Subscriber is not a “non resident”, a partnership other than a “Canadian partnership”, a “tax shelter” or a “tax shelter investment”, or a Person an interest in which is a “tax shelter investment” or in which a “tax shelter investment” has an interest, within the meaning of the Tax Act;
- (g) the Subscriber is not a person that, upon becoming a Subscriber, would cause the Partnership to be a “SIFT trust” for the purposes of the Tax Act;
- (h) the Subscriber and any disclosed principal for whom the Subscriber is contracting hereunder is:
  - (i) an “accredited investor,” as such term is defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) and, in Ontario, in Section 73.3 of the *Securities Act* (Ontario), and has concurrently executed and delivered a Representation Letter and the Exhibit thereto in the form attached as **Schedule “A”** to this Subscription Agreement; or
  - (ii) not an individual or resident in Alberta, is purchasing the Units as principal for its own account and not for the benefit of any other person in a sufficient amount so that the aggregate acquisition cost for such Units is not less than \$150,000 paid in cash at the time of the distribution and the Subscriber was not created, or is used, solely to purchase or hold securities in reliance on the exemption from the prospectus requirement set out in subsection 2.10 of NI 45-106;
- (i) if the Subscriber is a “permitted client”, as such term is defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“**NI 31-103**”) and wishes to waive the Manager’s obligations under sections 13.3 of NI 31-103, the Subscriber has completed and signed **Schedule “B”** to this Subscription Agreement;
- (j) if the Subscriber is an individual relying on paragraph (j), (k) or (l) of the “accredited investor” definition in NI 45-106, the subscriber has completed and signed the risk acknowledgement form, Form 45-106F9, attached as **Schedule “F”** to this Subscription Agreement;
- (k) the Subscriber has read the Offering Memorandum and is aware of the characteristics of the 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 Subscriber shall not knowingly transfer his, her or its Units in whole or in part without the approval of the Manager and will do so only in accordance with Applicable Securities Laws;
- (l) the decision to enter into this Subscription Agreement and to purchase the 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 Manager, its affiliates or the Fund except as set forth in the Offering Memorandum;
- (m) the Subscriber has not received, read nor been otherwise exposed to any advertising in respect of the Units;
- (n) the Units are being purchased for investment only and not with a view to resale or distribution and will not be resold or otherwise transferred or disposed of except in accordance with the provisions of the applicable securities legislation and the regulations, rules and policies thereunder;

- (o) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investment;
- (p) the Subscriber is aware of the characteristics of the Units, of the nature and extent of personal liability and of the risks associated with an investment in the Units;
- (q) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has obtained independent legal and tax advice and is not relying solely upon the information from the Fund, the Manager or, where applicable, their officers, trustees, directors, employees or agents;
- (r) the Subscriber has been independently advised as to, and is aware of, the resale restrictions under Applicable Securities Laws with respect to the Units and acknowledges receipt of a written notice of the legend restriction notation applicable to the resale of the Units;
- (s) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory authority in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities laws and as a result:
  - (i) the Subscriber is restricted from using civil remedies which would otherwise be available,
  - (ii) the Subscriber may not receive information that would otherwise be required to be provided, and
  - (iii) the Fund is relieved from certain obligations that would otherwise apply;
- (t) the acknowledgments contained in any forms or documents delivered by the Subscriber under applicable securities laws are true and correct as of the date of execution of this Subscription Agreement, and will be true and correct as of the closing of the purchase and sale of the Units, and fully and truly state those facts necessary for the Fund to be entitled to rely on the relevant exemptions from the prospectus requirements within the meaning of Applicable Securities Laws of the province or territory of residence of the Subscriber;
- (u) the Subscriber is not a “U.S. Person” (as that term is defined in Regulation S promulgated under the United States *Securities Act of 1933*, as amended, 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 Units for the account of or benefit of a U.S. Person or a person in the United States;
- (v) the Subscriber acknowledges that the Units may not be offered, sold, resold or otherwise transferred to persons in the United States or to U.S. Persons (as such term is defined in Regulation S to the United States *Securities Act of 1933*, as amended);
- (w) the Subscriber is not a designated beneficiary within the meaning of Part XII.2 of the Tax Act;
- (x) **the Subscriber is not a “financial institution” (as defined in Subsection 142.2 of the Tax Act) (a “Financial Institution”) or, if the Subscriber is a Financial Institution, the Subscriber has advised the Manager in writing that the Subscriber is a Financial Institution prior to the date of acceptance of the Subscriber’s subscription for Units;**
- (y) the Subscriber represents and warrants that the 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/finance/amlc-clrpc/atf-fat/Pages/default.aspx](http://www.osfi-bsif.gc.ca/eng/finance/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); or
- (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).
- (z) 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;
- (aa) the Subscriber acknowledges that the Fund and the Manager are obliged under FATCA and CRS to collect certain information about the Subscriber, and in certain circumstances, may be obliged to share this information with the relevant tax authorities, the Fund and the Manager shall be held harmless and indemnified against any loss arising as a result of a failure to process the application if such information has been requested by the Fund and/or the Manager and has not been provided by the Subscriber;
- (bb) 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);
- (cc) the investment portfolio and trading procedures of the Fund is proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager;
- (dd) the Subscriber certifies that the information given on the applicable FATCA/CRS Schedule - **Schedule "H" – U.S. FATCA and CRS Schedule for Individuals or Schedule "I" – U.S. FATCA and CRS Schedule for Entities** - is correct and complete and that the Subscriber will provide the Fund and/or the Manager a new FATCA/CRS Schedule within 30 days of any change in circumstances that causes the information on the applicable FATCA/CRS Schedule to become incomplete or inaccurate; and
- (ee) the Subscriber will execute and deliver all documentation as may be required by applicable securities laws or by the Fund, as the case may be, to permit the purchase of the Units under the terms herein set forth and the Subscriber will deliver such releases or other documents for income tax and other purposes, if any, as from time to time may be required by the Manager.

The representations, warranties, covenants and acknowledgements of the Subscriber contained in this Subscription Agreement shall survive the completion of the purchase and sale of the Units and the Subscriber. **The Subscriber acknowledges and agrees that the representations, warranties and covenants given by the Subscriber to and in favour of the Fund and the Manager shall be deemed to be repeated and reconfirmed as at the date of any subsequent subscription for Units made by the Subscriber or reinvestment of distributions made by the Fund unless a new subscription agreement is executed.**

## 7. Acknowledgements of the Subscriber

The Subscriber, on its own behalf and on behalf of any disclosed principal for whom the Subscriber is contracting under this Subscription Agreement, hereby acknowledges and agrees that:

- (a) acknowledges that the offer made by this Subscription Agreement is irrevocable and requires acceptance by the Manager;
- (b) an investment in Units is not without risk and the Subscriber may lose his, her or its entire investment;

- (c) acknowledges that there is no market for the Units, and that their transfer or resale is subject to certain restrictions pursuant to Declaration of Trust and Applicable Securities Laws;
- (d) agrees that the Subscriber's representations and warranties contained in Section 6 of this Subscription Agreement and the applicable schedules hereto must be true and correct at the closing as if made at such time and date having given effect to the transactions contemplated by this Subscription Agreement;
- (e) acknowledges that the Units have not been and will not be registered under the United States *Securities Act of 1933*, as amended or under any state securities laws;
- (f) acknowledges that the Subscriber has been advised to consult its own legal, investment and tax advisors with respect to the execution, delivery and performance by the Subscriber of this Subscription Agreement and the transactions contemplated hereby, the merits and risks of investment in the Units and applicable resale restrictions;
- (g) 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;
- (h) acknowledges that no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Units;
- (i) the Subscriber understands that (i) there is no right to demand any distribution from the Fund, other than by redemption of Units pursuant to the terms and procedures and subject to the restrictions described in the Offering Memorandum; (ii) it is not anticipated that there will be any public market for the Units; and (iii) it may not be possible to sell or dispose of the Units;
- (j) 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 Manager in its sole discretion agrees otherwise;
- (k) the Subscriber acknowledges that, if the Subscriber is or becomes named on or blocked by any Prohibited List, or if the Manager is otherwise required by law, the Manager 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 Manager, or the Fund (as the case may be), and hold them harmless, against any resulting loss;
- (l) the Subscriber acknowledges receipt of the Manager's statement of policies attached as **Schedule "K"** to this Subscription Agreement; and
- (m) the Subscriber shall notify the Manager immediately if it anticipates that any representation, warranty or covenant made by the Subscriber herein will cease to be correct or if it becomes aware that any such representation, warranty or covenant has ceased to be correct.

## 8. Confidentiality

The Subscriber agrees to keep confidential all information relating to the investment strategy, investment portfolio and trading procedures of the Fund and the Manager and all communication from the Manager to Unit holders and not to distribute or otherwise make available the any such information to any other person unless required to do so by law or unless the information is in the public domain or is released with the prior written consent of the Manager, and agrees not to use the information other than for the purpose of evaluating the Subscriber's investment in the Units and other actions taken with respect to the Fund in connection with, and in the Subscriber's capacity as, a holder of Units. Subject to applicable law, confidential information may be disclosed by a Subscriber to a party having a beneficial interest in or management authority over the funds represented by the Subscriber's committed capital, to employees and agents of the Subscriber, to independent auditors engaged to review the Subscriber's investment in the Units, to

members of any governmental department or authority having jurisdiction over the Subscriber that pursuant to applicable law or internal policies require access to the confidential information for the purposes of evaluation, and to external legal and financial advisors to the Subscriber. Notwithstanding the foregoing, no confidential information may be transmitted to any of the foregoing persons, subject to applicable law, unless such persons are given written notice prior to, or concurrently with, receiving the information of its confidentiality and restricted use under this Subscription Agreement and on the basis that such persons are restricted to using this information under this Subscription Agreement.

## 9. Anti-Money Laundering and Anti Terrorist Financing Legislation

In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Manager may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information.

The Subscriber represents to the Fund and the Manager that none of the funds being used to purchase the Units are, to the Subscriber's knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Units which will be advanced by the Subscriber to the Fund or the Manager hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber acknowledges that Fund and the Manager may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge: (i) none of the funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Fund and the Manager if the Subscriber discovers that any of such representations cease to be true, and will provide the Fund and the Manager with appropriate information in connection therewith.

In accordance with the PCMLTFA, a Subscriber purchasing units directly from the Manager (and not through a registered dealer to whom the following has been provided) who is an individual must pay by cheque or attach a void cheque from a financial entity for the account in the name of the individual. For these purposes, a financial entity means a bank, credit union, caisse populaire, a trust and loan company or an agent of the Crown that accepts deposit liabilities.

For corporations, limited partnerships or similar entities, other than those entities specifically exempted by the applicable rules, the Subscriber must complete **Schedule "C"** to this Subscription Agreement and provide proof of the entity's existence (e.g. certificate of corporate status, or partnership agreement or other constating document), a list showing the name and occupation of each director, a list showing the name, address and occupation of all individuals who own or control directly or indirectly 10% or more of the entity, evidence of signatory's authority to bind the Subscriber, an original or guaranteed copy of proof of identification (drivers license or passport) for the Signatory and a void cheque from a financial entity for an account in the name of the signatory.

Individuals must provide original or guaranteed proof of identity in the form of a current driver's licence or passport (if original copies are not provided, the individual must have **Schedule "D"** to this Subscription Agreement completed).

The Manager, in its sole discretion, may waive such requirements where it has reasonable grounds to believe that applicable anti-money laundering laws and regulations have been complied with in respect of such subscription.

In order to assist the Manager in discharging its obligations, the Subscriber represents that neither he or she, or any director, officer and beneficial owner of it (unless the entity is specifically exempted), nor any of such persons' mother or father, child, spouse or common-law partner, spouse's or common-law partner's mother or father, or brother, sister, half-brother or half-sister, is a politically exposed foreign person. A "politically exposed foreign person" is an individual who holds or has ever held one of the following offices or positions in or on behalf of a foreign country: a head of state or government; a member of the executive council of government or member of a legislature; a deputy minister (or equivalent); an ambassador or an ambassador's attaché or counsellor; a military general (or higher rank); a president of a state owned company or bank; a head of a government agency; a judge; or a leader or president of a

political party in a legislature. The Subscriber will immediately notify the Manager if the status of any such person in this regard changes.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the Manager's attention, any director, officer or employee of the Manager, or their professional advisers, knows or suspects that an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

#### **10. Financial Reporting and Consent to Electronic Delivery of Documents**

The Subscriber hereby agrees that it does not want to receive annual and interim financial statements in respect of the Fund. The Subscriber understands that it may change this standing instruction by completing **Schedule "G"** to this Subscription Agreement. The Subscriber acknowledges that it is entitled to receive annual and interim financial statements and may receive other information about the Fund from the Manager. By completing **Schedule "E"** to this Subscription Agreement, the Subscriber is consenting to the receipt of financial information, reports of quarterly performance and other reports electronically.

#### **11. Collection, Use and Disclosure of Personal Information by the Fund**

The Subscriber consents to the Manager's collection of the personal information relating to the Subscriber contained in this Subscription Agreement or gathered in connection with the Subscriber's investment in the Fund. The Subscriber acknowledges that such personal information will be used by the Manager and its affiliates in order to administer and manage the Fund and the Subscriber's investment in the Fund, and may be disclosed to third parties that provide administrative and other services in respect of the Fund and to government agencies where it is permitted or required by law, including any applicable anti-money laundering legislation or similar laws.

If such personal information is disclosed by the Manager to third parties for a purpose other than to administer and manage the Subscriber's investment in the Fund, the Manager shall notify the Subscriber of such purpose for which such personal information will be used. If the Subscriber wishes that such personal information not to be used or not disclosed to third parties for a purpose other than to administer and manage Subscriber's investment in the Fund, the Subscriber can opt-out by way of a written notice to the chief compliance officer of the Manager.

#### **12. Indirect Collection of Personal Information in Ontario**

The Subscriber, on its own behalf and on behalf of any disclosed principal for whom the Subscriber is contracting under this Subscription Agreement, hereby acknowledges that it has been notified by the Fund:

- (a) pursuant to NI 45-106, delivery of the information pertaining to the Subscriber to the Ontario Securities Commission (the "OSC") is required as set out in Schedule I of Form 45-106F1 – Report of Exempt Distribution, comprising the full name, residential address and telephone number of the Subscriber, the number and type of securities of the Fund purchased by the Subscriber, the total purchase price of such securities, the exemption relied upon in connection with such purchase, and the date of such distribution (collectively, the "Personal Information");
- (b) the Personal Information is being collected indirectly by the OSC under the authority granted to it in securities legislation;
- (c) the Personal Information is being collected for the purposes of the administration and enforcement of the securities legislation of the Province of Ontario; and
- (d) the title, business address and business telephone number of the public official in Ontario, as set out in Form 45-106F1, who can answer questions about the OSC's indirect collection of Personal Information is as follows: Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, Inquiries Officer, Telephone: (416) 593-8314, toll free in Canada: 1-877-785-1555, Facsimile: (416) 593-8122.

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

### **13. Statement of Related and Connected Issuers**

The Manager is registered under the *Securities Act* (Ontario) in the categories of portfolio manager, investment fund manager and exempt market dealer. Applicable securities laws require securities dealers and advisers, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, or securities of an issuer in which a “responsible person” (as defined by National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* of the Canadian Securities Administrators) is an officer or director, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal adviser.

The Fund may be considered a connected and/or related issuer the Manager. The Manager will earn management fees and performance fees from the Fund and underlying funds to which the Fund is indirectly exposed. The Manager may engage in activities as an investment fund manager, portfolio manager and dealer in respect of securities of related and connected issuers or securities of an issuer in which a “responsible person” is an officer or director, but will do so only in compliance with applicable securities laws.

### **14. Assignment**

The terms and provisions of this Subscription Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns; provided that, except as herein provided, the Subscriber may not assign any of its rights or obligations hereunder without the prior written consent of the Manager.

### **15. Entire Agreement**

Upon acceptance of this offer to purchase, this Subscription Agreement, including the Schedules, 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. This Subscription Agreement may be amended or modified only by a written instrument signed by all parties.

### **16. Severance**

If any provision of this Subscription Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Subscription Agreement and such void or unenforceable provision shall be severable from this Subscription Agreement.

### **17. Counterparts and Facsimile**

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. The Manager shall be entitled to rely on delivery of a facsimile copy of this Subscription Agreement, and acceptance by the Manager of a facsimile copy of this Subscription Agreement shall create a legal, valid and binding agreement between the parties.

### **18. Time of Essence**

Time shall be of the essence of each provision of this Subscription Agreement.

**19. Language**

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

**20. Governing Law**

This Subscription Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein notwithstanding the principles, if any, that would otherwise govern the choice of applicable law and the Subscriber hereby irrevocably submits to the exclusive jurisdiction of the courts of such province and any courts competent to hear appeals therefrom.

**SCHEDULE "A"**

**RESIDENTS OF THE PROVINCES AND TERRITORIES OF CANADA**

**PURCHASING UNITS AS ACCREDITED INVESTORS**

**REPRESENTATION LETTER**

**TO: SPARTAN FUND MANAGEMENT INC.** (the "Manager"), as trustee and manager of **LSQ SPAC FUND**

**AND TO: LSQ SPAC FUND** (the "Fund")

In connection with the purchase by the undersigned purchaser (the "Subscriber") of that number of Units (the "Units") of the Fund as set out in the attached Subscription Agreement, the Subscriber hereby represents, warrants, covenants and certifies to the Fund and the Manager that:

1. The Subscriber is resident in, or is subject to the laws of the province or territory of Canada set forth on the second page of the attached Subscription Agreement unless noted otherwise;
2. The Subscriber is purchasing the Units as principal;
3. The Subscriber is an "accredited investor" within the meaning of National Instrument 45-106 *Prospectus Exemptions* ("NI 45-106") and, in Ontario, Section. 73.3 of the *Securities Act* (Ontario), by virtue of satisfying the indicated criterion as set out in Exhibit "1" to this Representation Letter and has indicated as such on Exhibit "1" to this Representation Letter;
4. The above representations, warranties and covenants will be true and correct both as of the execution of this agreement and as of the issue date and will survive the completion of the issuance of the Units; and
5. The foregoing representations, warranties and covenants are made by the undersigned with the intent that they be relied upon in determining its suitability as a purchaser of Units and the undersigned agrees to indemnify the Fund and the Manager and their respective directors, officers, employees, agents, advisors and shareholders against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. The undersigned undertakes to immediately notify the Manager at Spartan Fund Management Inc., 150 King Street West, Suite 200, Toronto, Ontario, Canada M5H 1J9, Attention: Gary Ostoich, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing of the sale of Units to the Subscriber.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Subscriber (Please Print)

By: \_\_\_\_\_  
Signature of Individual or Authorized Signing Officer

Director \_\_\_\_\_  
Name and Title of Individual or Authorized Signing Officer

**IMPORTANT: PLEASE INITIAL EXHIBIT "1" IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH ON THE NEXT PAGE.**

**EXHIBIT “1”  
TO SCHEDULE “A”**

**NOTE: THE INVESTOR MUST INITIAL BESIDE THE PORTION OF THE DEFINITION APPLICABLE TO IT AND COMPLETE EACH QUESTION WHICH FOLLOWS THE DEFINITION.**

**Accredited Investor** (as defined in National Instrument 45-106, and in Ontario, as defined in Section 73.3 of the *Securities Act* (Ontario) as supplemented by the definition in National Instrument 45-106) includes:

_____	(a)	except in Ontario, a Canadian financial institution, or a Schedule III bank,
_____	(a.1)	in Ontario, a financial institution described in paragraph 1, 2 or 3 of subsection 73.1 (1) of the <i>Securities Act</i> (Ontario),
_____	(b)	except in Ontario, the Business Development Bank of Canada incorporated under the <i>Business Development Bank of Canada Act</i> (Canada),
_____	(b.1)	in Ontario, the Business Development Bank of Canada,
_____	(c)	except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
_____	(c.1)	in Ontario, a subsidiary of any person or company referred to in clause (a.1) or (b.1), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
_____	(d)	except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
_____	(d.1)	in Ontario, a person or company registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,
<b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____		
_____	(e)	an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
_____	(e.1)	an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador),
<b>Name of person with whom Subscriber is or was registered:</b> _____		
<b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____		
_____	(f)	except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
_____	(f.1)	in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or of the government of a province or territory of Canada,



_____	(g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
_____	(h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
_____	(i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,
_____	(i.1) in Ontario, a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada,  <b>Jurisdiction(s) registered:</b> _____ <b>Registration number(s):</b> _____
_____	<b>(j) 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, [If this is your applicable category, you must also complete <u>Form 45-106F9 attached as Schedule "F"</u>]</b>
_____	<b>(j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000</b>
_____	<b>(k) 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, [If this is your applicable category, you must also complete <u>Form 45-106F9 attached as Schedule "F"</u>]</b>
_____	<b>(l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000, [If this is your applicable category, you must also complete <u>Form 45-106F9 attached as Schedule "D"</u>]</b>
_____	(m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements,  <b>Type of entity:</b> _____ <b>Jurisdiction and date of formation:</b> _____
_____	(n) an investment fund that distributes or has distributed its securities only to:  (i) a person that is or was an accredited investor at the time of the distribution,  (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or  (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],
_____	(o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,

_____	<p>(p) a trust company or trust corporation registered or authorized to carry on business under the <i>Trust and Loan Companies Act</i> (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,</p> <p><b>Jurisdiction(s) registered:</b> _____ <b>Registration number(s):</b> _____</p>
_____	<p>(q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,</p> <p><b>Jurisdiction(s) registered or authorized:</b> _____</p> <p><b>Categories of registration:</b> _____</p>
_____	<p>(r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,</p> <p><b>Registration number(s) assigned to subscriber:</b> _____</p> <p><b>Name of eligibility adviser or registered adviser:</b> _____</p> <p><b>Jurisdiction(s) registered:</b> _____ <b>Categories of registration:</b> _____</p>
_____	<p>(s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) paragraph (i) [and in Ontario, paragraphs (a.1) to (d.1) or paragraph (i.1)] in form and function,</p> <p><b>Jurisdiction organized:</b> _____ <b>Type of entity:</b> _____</p>
_____	<p>(t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,</p> <p><b>Name(s) of owners of interest:</b> _____</p> <p><b>Categories of accredited investor:</b> _____</p>
_____	<p>(u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,</p> <p><b>Name of advisor:</b> _____ <b>Jurisdiction(s) registered:</b> _____</p> <p><b>Categories of registration:</b> _____ <b>Basis of exemption:</b> _____</p>
_____	<p>(v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor,</p> <p>_____ (v.1) in Ontario, a person or company that is recognized or designated by the Commission as an accredited investor,</p> <p><b>Jurisdiction(s) recognized or designated:</b> _____</p>

_____	<p>(w) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse.</p> <p><b>Name(s) of settlor:</b> _____</p> <p><b>Name(s) of trustees:</b> _____</p> <p><b>Categories of accredited investor:</b> _____</p> <p><b>Categories of beneficiaries:</b> _____</p>
-------	---

**For the purposes hereof:**

- (a) **“Canadian financial institution”** means:
  - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
  - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
  
- (b) **“director”** means:
  - (i) a member of the board of directors of a company or an individual who performs similar functions for a company; and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
  
- (c) **“eligibility adviser”** means:
  - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
  - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
    - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
    - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
  
- (d) **“financial assets”** means cash, securities or a contract of insurance, a deposit or evidence of deposit that is not a security for the purposes of securities legislation. These financial assets are generally

liquid or relatively easy to liquidate. The value of a purchaser's personal residence would not be included in a calculation of financial assets;

- (e) **“financial statements”** for the purposes of paragraph (m) of the “accredited investor” definition must be prepared in accordance with applicable generally accepted accounting principles;
- (f) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (g) **“investment fund”** has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (h) **“person”** includes:
  - (i) an individual;
  - (ii) a corporation;
  - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
  - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (i) **“person”** in Ontario means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (j) **“net assets”** means all of the purchaser's total assets minus all of the purchaser's total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser's personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser's personal residence. To calculate a purchaser's net assets under the “accredited investor” definition, subtract the purchaser's total liabilities from the purchaser's total assets (including real estate). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security;
- (k) **“related liabilities”** means:
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets; or
  - (ii) liabilities that are secured by financial assets;
- (l) **“Schedule III bank”** means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (m) **“spouse”** means, an individual who:
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual;
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender; or

- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);
- (n) “**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

**All monetary references are in Canadian Dollars.**

## SCHEDULE "B"

### PERMITTED CLIENT SUITABILITY WAIVER

**TO:** SPARTAN FUND MANAGEMENT INC. (the "Manager"), as trustee and manager of LSQ SPAC FUND

**AND TO:** LSQ SPAC FUND (the "Fund")

In connection with the purchase by the undersigned purchaser (the "**Subscriber**") of units of LSQ SPAC Fund, the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Manager that the Subscriber is a permitted client within the meaning of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("**NI 31-103**"), and hereby waives (i) the Manager's obligation to determine suitability of the purchaser's investment in the Fund in accordance with section 13.3 of NI 31-103; and (ii) except as specifically requested by the Subscriber from time to time, the Manager's obligation to deliver all of the information required by section 14.2 of NI 31-103. Specifically, the Subscriber is:

#### PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- \_\_\_\_\_ (a) a Canadian financial institution or a Schedule III bank;
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- \_\_\_\_\_ (c) a subsidiary of any person or company referred to in paragraph (a) or (b), if a person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;
- \_\_\_\_\_ (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than as a scholarship plan dealer or a restricted dealer;
- \_\_\_\_\_ (e) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly owned subsidiary of such a pension fund;
- \_\_\_\_\_ (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- \_\_\_\_\_ (g) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- \_\_\_\_\_ (i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de rîle de Montréal or an intermunicipal management board in Québec;
- \_\_\_\_\_ (j) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;
- \_\_\_\_\_ (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_\_ (l) an investment fund if one or both of the following apply:

- (i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;
- (ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;
- \_\_\_\_\_ (m) in respect of a dealer, a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (n) in respect of an adviser, a registered charity under the *Income Tax Act* (Canada) that is advised by an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (o) an individual who beneficially owns financial assets, as defined in section 1.1 of NI 45-106, having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5 million;
- \_\_\_\_\_ (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_\_ (q) a person or company, other than an individual or an investment fund, that has net assets of at least \$25 million as shown on its most recently prepared financial statements;
- \_\_\_\_\_ (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) to (q);

\_\_\_\_\_  
Name of Subscriber (please print)

\_\_\_\_\_  
Signature of Individual or Authorized Signing Officer

\_\_\_\_\_  
Name and Title of Individual or Authorized Signing Officer

**SCHEDULE “C”**

\_\_\_\_\_  
*[insert name of corporation or other entity above]*

**THIS SCHEDULE “C” IS APPLICABLE TO NON-INDIVIDUAL SUBSCRIBERS ONLY (e.g., CORPORATIONS, TRUSTS, AND PARTNERSHIPS). The Subscriber is not required to complete this Schedule “C” to the Subscription Agreement if it has provided this information to a registered securities dealer through which the Subscriber is purchasing Units of the Fund.**

**CERTIFICATE**

**TO: SPARTAN FUND MANAGEMENT INC. (the “Manager”), as trustee and manager of LSQ SPAC FUND**

**RE: Subscription for Units of LSQ SPAC Fund**

I, \_\_\_\_\_ *[Name]*, of \_\_\_\_\_ *[Name of Entity]* (the “Entity”), do hereby certify for and on behalf of the Entity, but without personal liability, to the best of my knowledge, as follows:

1. I am the \_\_\_\_\_ *[Title]* of the Entity, and as such have knowledge of the matters certified to herein;
2. the primary business of the Entity is: \_\_\_\_\_;
3. the Entity has not taken any steps to terminate its existence, to amalgamate, to continue into any other jurisdiction or to change its [corporate] existence in any way and no proceedings have been commenced or threatened, or actions taken or resolutions passed that could result in the Entity ceasing to exist;
4. the Entity is not insolvent and no acts or proceedings have been taken by or against the Entity or are pending in connection with the Entity, and the Entity is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Entity, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its constating certificate or declaration or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination;
5. the Entity has not failed to file such returns, pay such taxes, or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate, declaration or existence;
6. attached to this certificate are true copies of the articles of incorporation and by-laws, declaration of trust, partnership agreement and/or other constating documents of the Entity; and
7. the current [directors] [trustees] [managing partners] of the Entity and their occupations are listed below: ***[Insert Names and Occupations - attach separate sheet if necessary]***
8. the names, addresses and occupations of all individuals who own or control directly or indirectly 10% or more of the [voting shares of the] Entity are listed below: ***[Insert Names, Addresses and Occupations - attach separate sheet if necessary]***

**IN WITNESS WHEREOF** I have hereunto signed my name at \_\_\_\_\_ on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Name:  
Title:



**SCHEDULE “D”**

**The Subscriber is not required to complete this Schedule “D” to the Subscription Agreement if it has provided this information to a registered securities dealer through which the Subscriber is purchasing Units of the Fund.**

**ATTESTATION AS TO IDENTITY**

In the matter of the identification of the following person for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada):

I, \_\_\_\_\_ *[insert name]* of

\_\_\_\_\_ *[insert address]* as a commissioner for oaths or a guarantor as noted above hereby certify that I have been the original of the following document, and signed the legible photocopy, attached hereto: ***‘please check applicable box’***

- |  |  |
|--|--|
| <input type="checkbox"/> birth certificate; or | <input type="checkbox"/> passport; or                                      |
| <input type="checkbox"/> driver’s license; or  | <input type="checkbox"/> other government-issued identity document, namely |

\_\_\_\_\_ *[describe document]*; in the name of

\_\_\_\_\_ *[person being identified]*.

I further certify the following information with respect to the identity document:

- a) reference number: \_\_\_\_\_
- b) place of issue: \_\_\_\_\_ *[city, province or state]*
- c) date of expiry: \_\_\_\_\_

I confirm that I am attesting to the identity of the person named above in my capacity as ***[check one]***:

- |   |  |
|---|--|
| <input type="checkbox"/> Commissioner for oaths   | <input type="checkbox"/> dentist, a medical doctor or chiropractor   |
| <input type="checkbox"/> a judge, a magistrate or a lawyer  | <input type="checkbox"/> a notary (Québec) or a notary public  |
| <input type="checkbox"/> an optometrist or a pharmacist   | <input type="checkbox"/> a veterinarian  |
| <input type="checkbox"/> a professional engineer (P. Eng., in a province other than Québec) or engineer (Eng. in Québec); | <input type="checkbox"/> an accredited public accountant (APA), a chartered accountant (CA), a certified general accountant (CGA), a certified management accountant (CMA), a public accountant (PA) or a registered public accountant (RPA) |

**Dated:** \_\_\_\_\_

*If attesting as a Commissioner, please affix Commissioner’s stamp if available.*

\_\_\_\_\_  
**(Signature of Commissioner/Guarantor)**

## SCHEDULE “E”

### CONSENT TO ELECTRONIC COMMUNICATIONS

**TO:**           **SPARTAN FUND MANAGEMENT INC.** (the “Manager”), as trustee and manager of  
**LSQ SPAC FUND**

**AND TO:**    **LSQ SPAC FUND** (the “Fund”)

1.     If I consent to receiving electronic communications by completing and executing this Schedule “E” where indicated, I may receive:
  - (i)     Monthly statements
  - (ii)    Trade confirmation and redemption statements
  - (iii)   Annual financial statements (audited)
  - (iv)    Interim financial statements (unaudited)
  - (v)     Monthly and quarterly unaudited updates + commentary
  - (vi)    Such other reports, investment commentary or other information relating to other investment products and services offered by Spartan Fund Management Inc. as it may choose to provide from time to time.
  
2.     All documents delivered electronically will be delivered by e-mail to the address of the undersigned listed in the Subscription Agreement to which this schedule is attached and to any additional email address(es) listed below.
  
3.     I acknowledge that I may receive from the Manager a paper copy of any documents delivered electronically at no cost if I contact the Fund by telephone, regular mail or electronic mail at:

LSQ SPAC Fund c/o  
Spartan Fund Management Inc.  
150 King Street West, Suite 200  
Toronto, Ontario  
Canada M5H 1J9

Attn: Gary K. Ostoich, President  
Email: admin@spartfunds.ca  
Tel: 416-601-3171
  
4.     I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.
  
5.     I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the Manager of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
  
6.     I understand that I am not required to consent to electronic delivery.
  
7.     It is my express wish that the documents to be delivered under this consent be drawn up in English. *Il est de mon souhait exprès que les documents à remettre selon ce Formulaire de Consentement soient rédigés en anglais.*

**CONSENT**

**I have read and understand this “Consent to Electronic Communications” and consent to the electronic delivery of the documents listed above.**

\_\_\_\_\_  
Name of Subscriber (please print)

\_\_\_\_\_  
Signature of Individual or Authorized Signing Officer

\_\_\_\_\_  
Name and Title of Individual or Authorized Signing Officer

Email address at which to receive delivery of the documents under paragraph 1 above:

\_\_\_\_\_  
Confirm e-mail address:

**I DO NOT CONSENT**

I do not consent to the receipt of documents and other communications listed above by electronic means.

\_\_\_\_\_  
Name of Subscriber (please print)

\_\_\_\_\_  
Signature of Individual or Authorized Signing Officer

\_\_\_\_\_  
Name and Title of Individual or Authorized Signing Officer

**SCHEDULE “F”**  
**FORM 45-106F9**  
**FORM FOR INDIVIDUAL ACCREDITED INVESTORS**

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

**SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER**

**1. About your investment**

Type of securities: Units of Investment Fund	Issuer: LSQ SPAC Fund
--	-----------------------

Purchased from: *[Instruction: Indicate whether securities are purchased from the issuer or a selling security holder.]*

**SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER**

**2. Risk acknowledgement**

	<b>Your initials</b>
This investment is risky. Initial that you understand that:	
<b>Risk of loss</b> – You could lose your entire investment of \$_____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – 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> .	

**3. Accredited investor status**

	<b>Your initials</b>
You must meet at least <b>one</b> 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 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.)	
• 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.	
• 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.	
• 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.)	

<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>	
<p>LSQ SPAC Fund c/o Spartan Fund Management Inc. 150 King Street West, Suite 200 Toronto, Ontario Canada M5H 1J9</p> <p>Attn: Gary K. Ostoich, President Email: admin@spartanfunds.ca Tel: 416-601-3171</p> <p><b>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>.</b></p>	

**Form instructions:**

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

**SCHEDULE “G”  
STANDING INSTRUCTIONS REGARDING INTERIM AND  
ANNUAL FINANCIAL STATEMENTS**

*To be completed and signed by Subscriber if you would like to receive annual or interim financial statements – otherwise you will be deemed to elect not to receive financial statements of the Fund*

**TO: SPARTAN FUND MANAGEMENT INC.** (the “Manager”), as trustee and manager of **LSQ SPAC FUND**

**AND TO: LSQ SPAC FUND** (the “Fund”)

The undersigned acknowledges, on its own behalf or as investment advisor on behalf of its client, that the investor in Fund is entitled to, but may choose not to, receive annual financial statements and interim financial statements of the Fund.

Opting to not receive printed documents reduces paper, printing and postage costs, which lowers the fund expenses. If you do not wish to receive printed copies of the annual financial statements and interim financial statements, you do not need to take any action – please do not return this card.

Should you choose to receive a copy of the annual or interim financial statements of the Fund please check the applicable box below and execute this card where indicated.

- I would like to receive the annual financial statements
- I would like to receive the interim financial statements

The Manager will continue to follow these standing instructions until you inform the Manager of a change in such standing instructions. If you do not check one of the boxes, the Manager will deem the investor to have instructed the Manager that the investor does not wish to receive interim or annual financial statements.

**The undersigned acknowledges, on its own behalf or as investment advisor on behalf of its client, that if the investor has chosen to receive financial statements, the Manager proposes to deliver them electronically in accordance with the Consent to Electronic Delivery of Documents completed by or on behalf of the investor.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "H"**

**INFORMATION REQUIRED FOR INTERNATIONAL INFORMATION TAX REPORTING  
(U.S. FATCA AND CRS SCHEDULE FOR INDIVIDUALS)**

The Fund, the Manager and/or the Administrator are required under Part XVIII and Part XIX of the *Income Tax Act* (Canada)(the "Tax Act") to collect the information you provide on this form to determine if they have to report your subscription to the Canada Revenue Agency (the "CRA"). The CRA may share this information with the government of a foreign jurisdiction that a person identified on this form is a resident of for tax purposes. In the case of the United States, the CRA may also share the information with that country's government if the person is a U.S. citizen.

Check (✓) **Yes** or **No** to all the options that apply to you. Each account holder of a Joint subscription has to complete the following declarations.

- 1. What is the date of birth of the Subscriber (YYYYMMDD)? \_\_\_\_\_  
If a Joint subscription: what is the date of birth of the second Subscriber (YYYYMMDD)? \_\_\_\_\_
- 2. Is the Subscriber a tax resident of Canada?  **Yes**  **No** If Yes, provide SIN: \_\_\_\_\_  
If a Joint subscription:  
Is the second Subscriber a tax resident of Canada?  **Yes**  **No** If Yes, provide SIN: \_\_\_\_\_
- 3. Is the Subscriber a U.S. person for U.S. tax purposes?  **Yes**  **No** If Yes, provide TIN: \_\_\_\_\_  
If a Joint subscription: Is the second Subscriber a U.S. tax person for U.S. tax purposes?  **Yes**  **No** If Yes, provide TIN: \_\_\_\_\_

If you do not have a TIN from the U.S., have you applied for one?  **Yes**  **No**

*A U.S. person for U.S. tax purposes includes a U.S. resident and a U.S. citizen (even if that individual resides outside of the U.S. and is also a resident of another jurisdiction for tax purposes). The Tax Information Number ("TIN") for a U.S. person is either a social security number (SSN) or an IRS individual taxpayer identification number (ITIN).*

- 4. Is the Subscriber a tax resident of a jurisdiction other than Canada or the U.S.?  **Yes**  **No**  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_

If you do not have a TIN, choose Reason 1, 2, or 3, below. If you have chosen Reason 3, please specify your reason.  
Reason: \_\_\_\_\_

If a Joint subscription: Is the second Subscriber a tax resident of a jurisdiction other than Canada or the U.S.?  **Yes**  **No**  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_

If the second Subscriber does not have a TIN, choose Reason 1, 2, or 3, below. If you have chosen Reason 3, please specify your reason.  
Reason: \_\_\_\_\_

If the Subscriber or the second Subscriber does not have a TIN, give the reason using one of these choices:  
Reason 1: The Subscriber or the second Subscriber will apply or has applied for a TIN but has not yet received it.  
Reason 2: The Subscriber's or the second Subscriber's jurisdiction of tax residence does not issue TINs to its residents.  
Reason 3: Other reason.

*A TIN from a jurisdiction other than Canada or the U.S. is a unique identifier made of letters or numbers that the jurisdiction assigns to an individual. The jurisdiction uses the TIN in administering its tax laws to identify the individual.*

## SCHEDULE "I"

### INFORMATION REQUIRED FOR INTERNATIONAL INFORMATION TAX REPORTING (U.S. FATCA AND CRS SCHEDULE FOR ENTITIES)

The Fund, the Manager and/or the Administrator are required under Part XVIII and Part XIX of the *Income Tax Act* (Canada) (the "Tax Act") to collect the information you provide on this form to determine if they have to report your subscription and unitholding to the Canada Revenue Agency (the "CRA"). The CRA may share this information with the government of a foreign jurisdiction that a person identified on this form is a resident of for tax purposes. In the case of the United States, the CRA may also share the information with that country's government if the person is a U.S. citizen.

Defined terms referred to below are set out under the Tax Act, and the *Intergovernmental Agreement between Canada and the United States for the Enhanced Exchange of Tax Information under the Canada-US Tax Convention* (the "IGA"). Certain definitions have been reproduced in Schedule "E" to this Subscription Agreement. When completing this form, please refer to the ITA, the IGA and/or any additional guidance as necessary, or consult with your legal or tax advisers.

Check (✓) **Yes** or **No** to all the options that apply to the entity.

1. Is the entity a tax resident of Canada?  **Yes**  **No** If Yes, provide Business / Trust Number: \_\_\_\_\_

2. Is the entity a tax resident of the U.S.?  **Yes**  **No** If Yes, provide the U.S. TIN: \_\_\_\_\_

3. Is the entity a tax resident of a jurisdiction other than Canada or the U.S.?  **Yes**  **No**  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_

If the entity does not have a TIN, choose Reason 1, 2, or 3, below. If you have chosen Reason 3, please specify your reason.  
Reason: \_\_\_\_\_

If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_

If the entity does not have a TIN, choose Reason 1, 2, or 3, below. If you have chosen Reason 3, please specify your reason.  
Reason: \_\_\_\_\_

If the entity does not have a TIN for a specific jurisdiction, provide the reason using one of the:

"Reason 1": The entity will apply or has applied for a TIN but has not yet received it.

"Reason 2": The entity's jurisdiction of tax residence does not issue TINs to its residents.

"Reason 3": Other reason.

4. Entity classification. Check (✓) **Yes** or **No** to all of the appropriate boxes.

(a) Is the entity a Financial Institution?  **No** If No, go to 4(c)  
 **Yes** If Yes, provide the entity's global intermediary identification number (GIIN)  
and go to 4(b). GIIN \_\_\_\_\_

If the entity does not have a GIIN, provide the reason  
\_\_\_\_\_

(b) Does the financial institution meet all of the following criteria:

- It is a resident of a non-participating jurisdiction.
- At least 50% of its gross income is from investing or trading in financial assets.
- It is managed by another financial institution.

**No**

**Yes** If Yes, list the Controlling Persons of the entity below

(c) Is the entity a Specified U.S. Person?  **No** If No, then 4(d)

**Yes** If Yes, go to 4(d) plus provide the U.S. TIN: \_\_\_\_\_

(d) Check (✓) the option that best describes the entity (see definitions in Schedule J) :

The entity is an "active non-financial entity".

The entity is a "passive non-financial entity". If this is the case, list the Controlling Persons of the entity.

Other: \_\_\_\_\_



**Controlling Persons.** Identify the entity's Controlling Persons by checking (✓) **Yes** or **No** to all the options that apply to such person. Attach a separate list if you need to enter information for more than two Controlling Persons.

1. Name of controlling person: \_\_\_\_\_ Date of Birth (YYYYMMDD): \_\_\_\_\_  
Type of controlling person: \_\_\_\_\_  
Residential address: \_\_\_\_\_
2. Is the controlling person a tax resident of Canada?  **Yes**  **No** If Yes, provide SIN: \_\_\_\_\_
3. Is the controlling person a tax resident or a citizen of the U.S.?  **Yes**  **No** If Yes, provide U.S. TIN: \_\_\_\_\_  
If the controlling person does not have a TIN from the U.S., has the person applied for one?  **Yes**  **No**
4. Is the controlling person a tax resident of a jurisdiction other than Canada or the U.S.?  **Yes**  **No**  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_  
Reason: \_\_\_\_\_

If the controlling person does not have a TIN for a specific jurisdiction, chose one of the following reasons:

“Reason 1”: The controlling person will apply or has applied for a TIN but have not yet received it.

“Reason 2”: The controlling person's jurisdiction of tax residence does not issue TINs to its residents.

“Reason 3”: Other reason.

If you have chosen Reason 3, provide the specific reason.

\_\_\_\_\_

1. Name of controlling person: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Type of controlling person: \_\_\_\_\_  
Residential address: \_\_\_\_\_
2. Is the controlling person a tax resident of Canada?  **Yes**  **No** If Yes, provide SIN: \_\_\_\_\_
3. Is the controlling person a tax resident or a citizen of the U.S.?  **Yes**  **No** If Yes, provide U.S. TIN: \_\_\_\_\_  
If the controlling person does not have a TIN from the U.S., has the person applied for one?  **Yes**  **No**
4. Is the controlling person a tax resident of a jurisdiction other than Canada or the U.S.?  **Yes**  **No**  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_  
If Yes, provide jurisdiction(s): \_\_\_\_\_ and TIN for such jurisdiction(s): \_\_\_\_\_  
Reason: \_\_\_\_\_

If the controlling person does not have a TIN for a specific jurisdiction, chose one of the following reasons:

“Reason 1”: The controlling person will apply or has applied for a TIN but have not yet received it.

“Reason 2”: The controlling person's jurisdiction of tax residence does not issue TINs to its residents.

“Reason 3”: Other reason.

If you have chosen Reason 3, provide the specific reason.

\_\_\_\_\_

## SCHEDULE “J”

### DEFINITIONS RELEVANT FOR INTERNATIONAL INFORMATION TAX REPORTING

#### Active non-financial entity

An active non-financial entity is an entity other than a financial institution that meets at least one of the following criteria:

- a) Less than 50% of the entity’s gross income for the preceding fiscal year is passive income and less than 50% of the assets the entity held during the preceding fiscal year are assets that produce or are held to produce passive income.
- b) The stock of the entity is regularly traded on an established securities market or the entity is related to an entity whose stock is regularly traded on an established securities market.
- c) The entity is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the above.
- d) Substantially all of the activities of the entity are made up of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a financial institution. But, an entity does not qualify for this status if the entity functions (or presents itself) as an investment fund. Examples of an investment fund include a private equity fund, a venture capital fund, a leveraged buyout fund, and any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.
- e) The entity is a start-up and is not yet operating a business and has no operating history, but it is investing capital into assets with the intention of operating a business other than the business of a financial institution. This is as long as the entity does not qualify for this exception later than 24 months after the date it was first organized.
- f) The entity is in liquidation and was not a financial institution in the past five years. And, it is in the process of liquidating its assets or is reorganizing with the intention of continuing or restarting operations in a business other than the business of a financial institution.
- g) The entity mainly engages in financing and hedging transactions with, or for, related entities that are not financial institutions. It does not provide financing or hedging services to an entity that is not a related entity. This is as long as the group of any such related entities is mainly engaged in a business other than the business of a financial institution.
- h) The entity is a non-profit entity that meets all of the following requirements:
  - i) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes. Or, it is established and operated in its jurisdiction of residence and is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league, or an organization operated exclusively to promote social welfare.
  - ii) It does not have to pay income tax in its jurisdiction of residence.
  - iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets.
  - iv) The laws of the entity’s jurisdiction of residence that apply or the entity’s formation documents do not allow any of the entity’s income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than in line with the entity’s charitable activities, as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property the entity bought.
  - v) The laws of the entity’s jurisdiction of residence that apply or the entity’s formation documents require that, as soon as the entity is liquidated or dissolved, all of its assets will be distributed to a governmental entity or other non-profit entity. Or, they will be handed over to the government of the entity’s jurisdiction of residence or one of its political subdivisions.
- i) The entity is organized in a United States territory and all of the owners of the payee are tax residents of that United States territory.

#### Canadian financial institution

A Canadian financial institution is an entity that resides in Canada or a foreign entity that has a branch in Canada. The entity can be any of these:

- a) an authorized foreign bank within the meaning of section 2 of the *Bank Act* in respect of its business in Canada, or a bank that act applies to
- b) a cooperative credit society, a savings and credit union, or a caisse populaire regulated by a provincial act
- c) an association regulated by the *Cooperative Credit Associations Act*
- d) a central cooperative credit society, as defined in section 2 of the *Cooperative Credit Associations Act*, or a credit union central or a federation of credit unions or caisses populaires that is regulated by a provincial act other than one enacted by the Government of Quebec
- e) a financial services cooperative regulated by *An Act respecting financial services cooperatives, R.S.Q., c. C-67.3* or by *An Act respecting the Mouvement Desjardins, S.Q. 2000, c. 77*

- f) a life company or a foreign life company that the *Insurance Companies Act*
- g) applies to, or a life insurance company regulated by a provincial act
- h) a company the *Trust and Loan Companies Act* applies to
- i) a trust company regulated by a provincial act
- j) a loan company regulated by a provincial act
- k) an entity authorized under provincial law to deal in securities or any other financial instruments or to provide portfolio management, investment advice, fund administration, or fund management services
- l) an entity that is presented or promoted to the public as a collective investment vehicle, mutual fund, exchange traded fund, private equity fund, hedge fund, venture capital fund, leveraged buyout fund, or similar investment vehicle that is established to invest or trade in financial assets and is managed by an entity referred to in j) above
- m) an entity that is a clearing house or clearing agency
- n) a department or an agent of the Crown or of a province that accepts deposit liabilities

“**Controlling Persons**” in respect of an entity, means the natural persons who exercise control over the entity (interpreted in a manner consistent with the *Financial Action Task Force Recommendations – International Standards on Combating Money Laundering and the Financing of Terrorism and Proliferation*, adopted in February 2012 and as amended from time to time) and includes,

- a) in the case of a trust,
  - i) its settlors,
  - ii) its trustees,
  - iii) its protectors (if any),
  - iv) its beneficiaries (or class of beneficiaries), and
  - v) any other natural persons exercising ultimate effective control over the trust; and
- b) in the case of a legal arrangement other than a trust, persons in equivalent or similar positions to those described in paragraph (a).

#### **Investment entity**

There are two types of entities that can be considered an investment entity:

- a) an entity that mainly carries on the business of one or more of the following activities or operations for a customer:
  - i) trading in money market instruments (such as cheques, bills, certificates of deposit, and derivatives); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - ii) individual and collective portfolio management; or
  - iii) investing in, administering, or managing financial assets or money for other persons.
- b) An entity the gross income of which is mainly from investing, reinvesting, or trading in financial assets. The entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or the first type of investment entity described in a) above.

#### **Passive non-financial entity**

A passive non-financial entity is an entity that is:

- a) not a financial institution or an active non-financial entity;
- b) an investment entity described in paragraph b) of the definition of investment entity; or
- c) not a withholding foreign partnership nor a withholding foreign trust under United States Treasury Regulations.

#### **Related entity**

An entity is considered to be related if one entity controls the other or if the two entities are under common control (the "related entity group"). Control means direct or indirect ownership of:

- a) in the case of a corporation, more than 50% of the votes and value;
- b) in the case of a trust, an interest as a beneficiary in the trust with a fair market value that is greater than 50% of the fair market value of all interests as a beneficiary in the trust.
- c) in the case of a partnership, interest as a member in the partnership that entitles the member to more than 50% of the income or loss of the partnership, or of the assets (after deducting any liabilities) if the partnership were to stop existing; and

In the case of two entities that are investment entities described in paragraph b) of the definition of investment entity, the two entities are considered related entities if they are under common management and such management has to meet the due diligence obligations of the investment entities.

#### **Specified United States person**

A specified United States (U.S.) person is a U.S. person, other than any of the following:

- a) a corporation the stock of which is regularly traded on one or more established securities markets

- b) a corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. *Internal Revenue Code* as a corporation described in a) above
- c) the United States or any wholly owned agency or instrumentality of the United States
- d) a state of the United States, a U.S. territory, a political subdivision of any of the foregoing, or a wholly owned agency or instrumentality of any one or more of these
- e) an organization that does not have to pay tax under section 501(a) of the U.S. *Internal Revenue Code* or an individual retirement plan as defined in section 7701(a)(37) of the U.S. *Internal Revenue Code*
- f) a bank as defined in section 581 of the U.S. *Internal Revenue Code*
- g) a real estate investment trust as defined in section 856 of the U.S. *Internal Revenue Code*
- h) a regulated investment company as defined in section 851 of the U.S. *Internal Revenue Code* or an entity registered with the U.S. Securities and Exchange Commission under the U.S. *Investment Company Act of 1940*
- i) a common trust fund as defined in section 584(a) of the U.S. *Internal Revenue Code*
- j) a trust that does not have to pay tax under section 664(c) of the U.S. *Internal Revenue Code* or that is described in section 4947(a)(1) of the U.S. *Internal Revenue Code*
- k) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or one of its states
- l) a broker as defined in section 6045(c) of the U.S. *Internal Revenue Code*
- m) a tax-exempt trust under a plan that is described in section 403(b) or section 457(b) of the U.S. *Internal Revenue Code*

**United States person**

A United States (U.S.) person is any of the following:

- a) a U.S. citizen or an individual who resides in the United States
- b) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof
- c) a trust, if
  - i) a court in the United States would have the authority under applicable law to deliver orders or judgments about substantially all issues regarding the administration of the trust, and
  - ii) one or more U.S. persons have the authority to control all the trust's major decisions
- d) the estate of a person that is a citizen or resident of the United States

## SCHEDULE “K”

### STATEMENT OF POLICIES REGARDING SECURITIES OF RELATED AND CONNECTED ISSUERS AND RELATED REGISTRANTS

National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“**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 “Relationship Disclosure” section of the Spartan website ([www.spartanfunds.ca](http://www.spartanfunds.ca)) contains a current list of connected issuers and related 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.

