

KING & VICTORIA RSP FUND

FundSERV ORDER CODES:

ECM100

(For Units which may be subject to an up-front Sales Commission)

ECM200

(For Units which may be eligible for a Trailing Commission)

CLASS A UNITS

SUBSCRIPTION INSTRUCTIONS

For All Purchasers

1. After reviewing the terms and conditions of this Subscription Agreement carefully, please complete all portions, sign it and return to Equilibrium Capital Management Inc. (the “**Manager**”) or to your registered dealer and retain a copy for your records.
2. Provide payment for the subscription, following the instructions set out in the Subscription Agreement.

Eligibility/Provincial Requirements

3. In addition, all Subscribers resident in the provinces of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Québec and Saskatchewan purchasing Units as “accredited investors” must complete and sign Schedule “A” to this Subscription Agreement in accordance with the criteria more fully described therein, and submit such Schedule together with your Subscription Agreement to the Manager or your registered dealer:

For further information, please contact:

Equilibrium Capital Management Inc.

36 King Street East, Suite 802
Toronto, Ontario M5C 2L9

Telephone (Toronto Office): (416) 603-1433

Email: wlazarakis@ecmi.ca

KING & VICTORIA RSP FUND

SUBSCRIPTION AGREEMENT

TO: Equilibrium Capital Management Inc.
(the “**Manager**”)

The undersigned (the “**Subscriber**”) hereby subscribes for the following units of **King & Victoria RSP Fund** (the “**Fund**”):

Class A Units as may be purchased with the sum of \$_____

All such units are collectively referred to herein as the “**Units**” and the aggregate subscription amount is referred to herein as the “**Subscription Amount**”. Such subscription is made on the terms described in the amended and restated offering memorandum of the Fund dated as of December 15, 2014 relating to the offering of the Class A Units (“**Units**”), as the same may be amended from time to time (the “**Offering Memorandum**”). In full payment of the aggregate subscription price for such Units, the Subscriber tenders herewith to a registered dealer a cheque or bank draft made payable to “**King & Victoria RSP Fund, In Trust**” (or **payable to the registered dealer if the registered dealer intends to process the subscription through FundSERV**) in the sum of the Subscription Amount.

The Subscriber acknowledges that it has received a copy of the Offering Memorandum. The Subscriber has taken cognisance of the confidential Offering Memorandum including, in particular, those investment considerations described therein under the heading “**Risk Factors**” and further agrees to comply with any relevant securities legislation, order or policy concerning the purchase and holding of the Units.

The Subscriber acknowledges that the Manager will approve or reject subscriptions and complete all necessary forms required under the relevant Canadian securities legislation and regulations.

It is understood and agreed that this Subscription Agreement and all monies shall be returned forthwith to the Subscriber without interest or deduction, at the address indicated below if the subscription is not accepted by the Manager.

By executing this Subscription Agreement, the Subscriber represents, warrants and covenants to the Fund and the Manager, which representations, warranties and covenants are true as of the date of this Subscription Agreement and will be true as of the issuance of the Units subscribed for by the Subscriber hereunder, that:

- (a) ***Authorization and Effectiveness*** – If the Subscriber is a corporation, the Subscriber is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof. If the Subscriber is a corporation, the entering into of this Subscription Agreement and the completion of the

transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to the Subscriber or of any of its constating documents or of any agreement, written or oral, to which it is a party or by which it may be bound. If the Subscriber is a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof. If the Subscriber is a natural person, he or she has attained the age of majority and is legally competent to execute this Subscription Agreement, to be bound by its terms and to take all actions required pursuant hereto.

Whether the Subscriber is a natural person or a corporation, partnership or other entity, upon acceptance by the Manager, this Subscription Agreement will constitute a legal, valid and binding contract of the Subscriber, enforceable against the Subscriber in accordance with its terms.

- (b) **Residence** – The Subscriber is a *bona fide* resident of, or otherwise subject to, the jurisdiction referred to in the address information on page 7 of this Subscription Agreement (the “**Subscriber Jurisdiction**”), which address is the residence or place of business of the Subscriber not created or used solely for the purpose of acquiring Units, and:
- (i) is not (and is not purchasing Units for the account or benefit of) a U.S. Person (as such term is defined in Regulation S to the United States *Securities Act of 1933*, as amended);
 - (ii) was not offered the Units in the United States; and
 - (iii) did not execute or deliver this Subscription Agreement in the United States.

The address provided on page 7 of this Subscription Agreement is the true and correct address of the Subscriber.

- (c) **Investment Intent** – The Subscriber is acquiring Units to be held for investment only and not with a view to resale or distribution.
- (d) **Prospectus Exemptions** – The Subscriber acknowledges and agrees that the sale and delivery of the Units to the Subscriber is conditional upon such sale being exempt from the requirements under applicable securities laws requiring the filing of a prospectus in connection with the distribution of the Units or upon the issuance of such rulings, orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus.
- (e) **Offering Documents** – Other than the Offering Memorandum, the Subscriber has not received, nor does the Subscriber need to receive, any document purporting to

describe the business and affairs of the Fund that has been prepared for delivery to and review by prospective investors so as to assist those investors to make an investment decision in respect of securities being sold in a distribution of securities of the Fund.

- (f) ***No Representations*** – The Subscriber’s decision to tender this offer and acquire Units has not been made as a result of any verbal or written representation as to fact or otherwise made by or on behalf of the Fund, the Manager or any other person (other than the Offering Memorandum).
- (g) ***Investment Suitability*** – The Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder in Units and is able to bear the economic risk of loss of such investment. The Subscriber is aware of the characteristics of the Units and of the risks associated with an investment in the Units. The Subscriber is not relying on the Manager to ensure that an investment in the Fund by the Subscriber is suitable for the Subscriber, and based on the advice of the Subscriber’s own advisers, the Subscriber has made that determination.
- (h) ***No Transfer of Units in U.S.*** – 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).
- (i) ***Subscription Agreement and Offering Memorandum*** – The Subscriber has received, reviewed and fully understands the contents of the Offering Memorandum and this Subscription Agreement, has had an opportunity to ask and have answered questions with respect to the offering of the Units and agrees to be legally bound by the Subscription Agreement.
- (j) ***Eligibility*** – The Subscriber is a resident of or otherwise subject to the Subscriber Jurisdiction and:
 - (i) the Subscriber is purchasing the Units as principal and is an “accredited investor” as defined in National Instrument 45-106 –Prospectus and Registration Exemptions of the Canadian Securities Administrators (“**NI 45 106**”) by virtue of satisfying the criterion indicated by the Subscriber in Appendix 1 to Schedule “A” of this Subscription Agreement and, if the Subscriber is an accredited investor by virtue of being a person other than an individual or investment fund that has net assets of at least C\$5 million as shown on the Subscriber’s most recently prepared financial statements, the Subscriber was not created or used solely to purchase or hold securities as an accredited investor (the “**Accredited Investor Exemption**”);

OR

- (ii) the Subscriber is not an “accredited investor” but is purchasing the Units as principal, in a sufficient amount so that the acquisition cost for such Units is not less than C\$150,000 paid in cash, and if the Subscriber is not an individual, the Subscriber was not created or used solely to purchase or hold securities in reliance on this exemption from the dealer registration or prospectus requirements of the applicable securities legislation (the “**Minimum Amount Exemption**”).
- (k) The Subscriber is resident in Canada for the purposes of the *Income Tax Act* (Canada), as amended (the “**Tax Act**”) or, if a partnership, the Subscriber is a “Canadian partnership” within the meaning of the Tax Act.
- (l) The Subscriber is not a non-resident owned investment corporation or a designated beneficiary within the meaning of Part XII.2 of the Tax Act.
- (m) The Subscriber is not a “financial institution” (as defined in Subsection 142.2(1) 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.
- (n) The Subscriber understands that (i) there is no right to demand any distribution from the Fund prior to the Fund’s termination, other than by redemption of the Units pursuant to the terms and procedures 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 Units (although Units may be redeemed in the manner described in the Offering Memorandum).
- (o) The Subscriber understands that the management of the Fund is vested in the Manager and that the Subscriber will have no right to participate in the management of the Fund.
- (p) The Subscriber has reviewed and understands the securities laws and income tax aspects of an investment in the Fund and has received such advice from qualified sources (e.g. lawyers, accountants or other tax advisors) as the Subscriber deems necessary in respect of such investment.
- (q) The Subscriber is: **[please check the appropriate box]**
- not a “U.S. person” as such term is defined for U.S. federal income tax purposes (which includes a U.S. resident or citizen);
 - a “U.S. person” as such term is defined for U.S. federal income tax purposes (which includes a U.S. resident or citizen) (referred to herein as a “US Holder”);

and in both cases, the Subscriber has provided adequate information, representations, certifications or other documentation to the Subscriber's registered dealer to allow the registered dealer to certify the status of the Subscriber to the Manager.

- (r) At any time that the Subscriber's status as a U.S. Person or non-U.S. Person changes (or if any of the form(s) previously delivered by it expires or becomes obsolete or inaccurate in any respect), or at any time that is required by the Manager, the Subscriber shall notify its registered dealer and the Manager immediately as to its new status and provide appropriate certification.
- (s) The Subscriber agrees to provide the Manager with such information, representations, certifications or forms regarding such Subscriber (and direct or indirect beneficial owners or other account holders of such person) as the Manager or the Fund reasonably determines are necessary or appropriate in order for the Manager and the Fund (or any of their respective affiliates) to (A) enter into, maintain or comply with an agreement of the type contemplated by Section 1471(b) of the Internal Revenue Code of 1986, as amended (the "Code"), (B) satisfy or be deemed to satisfy any requirement imposed under Sections 1471 through 1474 of the Code in order to avoid any withholding required under Sections 1471 through 1474 of the Code, (C) comply with any reporting or withholding requirements under Sections 1471 through 1474 of the Code, and/or (D) comply with any applicable intergovernmental agreement entered into in connection with Sections 1471 through 1474 of the Code and any laws, forms, instructions or other requirements enacted by any jurisdiction (including Canada) to implement any such intergovernmental agreements. The Subscriber agree that if any information or documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall promptly update such information or documentation.
- (t) The Subscriber acknowledge that any information or documentation provided by such Subscriber to its registered dealer, the Manager and/or the Fund may be disclosed to the Canada Revenue Agency and the U.S. Internal Revenue Service and agrees to waive any provision of non-U.S. law that would, absent a waiver, prevent compliance with such information requests and disclosure. In addition, the Subscriber and any disclosed principal shall take any actions that the Manager or the Fund reasonably requests in connection with the foregoing and section 4(s). If the Subscriber fail to provide any of the information, representations, certificates or forms (or undertake any of the actions) required under section 4(s), the Subscriber acknowledge that the Manager shall have full authority to take any other steps as the Manager determines in its sole discretion are necessary or appropriate, acting reasonably, to mitigate the consequences of the Subscriber's or any disclosed principal's failure to comply with this Subscription Agreement.
- (u) The Subscriber understands that no federal or provincial agency has made any finding or determination as to the fairness for public investment, or any recommendation or endorsement, of the Units.

- (v) ***Anti-Money Laundering Legislation*** – The funds representing the subscription amount which will be advanced by the Subscriber to the Fund 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 the Fund or the Manager may in the future be required by law to disclose the Subscriber’s name and other information relating to this subscription form and power of attorney and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge (a) none of the subscription funds to be provided by the Subscriber: (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (b) it shall promptly notify the Fund if the Subscriber discovers that any of such representations ceases to be true, and to provide the Fund with appropriate information in connection therewith.
- (w) All evidence of identity provided in connection with this subscription is genuine and all related information is accurate, and the Subscriber acknowledges that due to anti-money laundering requirements operating within Subscriber’s jurisdiction, the Manager may require further identification or other information before applications or transactions can be processed, and the Subscriber agrees to provide all such information. In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Partnership may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information.
- (x) the Subscriber shall notify the Manager immediately if it anticipates that any representation or warranty made by the Subscriber herein will cease to be correct or if it becomes aware that any such representation or warranty has ceased to be correct.

The representations, warranties, covenants and acknowledgements of the Subscriber principal contained in this Agreement shall survive the completion of the purchase of Units by the Subscriber, including any subsequent additional purchases of Units by the Subscriber.

The Subscriber hereby undertakes to the Manager that it shall not knowingly transfer Units, in whole or in part, to a person who is not able to make the representations, warranties and covenants contained in paragraphs (l), (m), and (n) of this Agreement.

The Subscriber acknowledges that the investment portfolio and trading procedures of the Fund are proprietary to the Fund and agrees that 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 advisors) without the written consent of the Manager.

The foregoing representations, warranties, agreements, undertakings and acknowledgements are made by the Subscriber with the intent that they be relied upon in determining its suitability as a purchaser of Units and the Subscriber hereby agrees that such representations, warranties, agreements, undertakings and acknowledgements shall survive the Subscriber's purchase of Units. In addition, the Subscriber undertakes to notify the Fund immediately at the address set forth in the Offering Memorandum of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription.

The Subscriber agrees to indemnify and hold harmless the Fund, the Manager and their respective directors, officers, employees, agents, advisors and shareholders from and against any and all losses, liabilities, claims, damages and expenses whatsoever (including, without limitation, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claims whatsoever) arising out of or based upon any breach or failure by the Subscriber to comply with any representation, warranty, covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing indemnified persons in connection with this transaction or attributable to the application of the Tax Act or any similar provisions of any statute of a province or territory of Canada imposing an income tax to any amounts payable by the Fund to the Subscriber.

The Subscriber acknowledges that any resale of Units is subject to applicable securities legislation. The Subscriber agrees to comply with all applicable securities laws, regulations, rules or orders or policies concerning the purchasing and holding of the Units and concerning any resale of such securities, including execution and filing of any required private placement reports.

The Subscriber hereby agrees that this subscription is irrevocable and that the representations and warranties set forth in this subscription will survive the acceptance hereof by the Manager. The representations and warranties set forth herein shall become effective and binding upon the Subscriber, his or her heirs, legal representatives, successors and assigns, upon the Manager's acceptance hereof in the space provided below.

The Manager hereby notifies Subscribers that:

- (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;
- (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, Administrative Support Clerk, (416) 593-3684;

and such Subscribers hereby authorize the indirect collection of Personal Information by the OSC and any other applicable securities regulatory authority.

Subscribers resident in certain provinces of Canada are entitled by applicable securities legislation to certain rights of action for damages or rescission as described in the Offering Memorandum. In the case of contractual rights of action, any rights as described therein are incorporated herein by reference. Such rights of action for damages or rescission shall be exercised by delivery of a notice in writing by the Subscriber to the Fund at the address listed in the Offering Memorandum (or at such other address as the Fund may direct from time to time) within the time period set forth under applicable securities legislation, and if exercised by the Subscriber, shall be enforceable against the Fund only.

Schedule "A" to this Subscription Agreement, including appendices attached thereto, is incorporated into and forms an integral part of this Subscription Agreement, and any reference to this Subscription Agreement includes Schedule "A", if applicable.

In addition to completing the information and signing below, Subscribers must complete Schedule "A" if purchasing Units as "accredited investors".

This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

This Subscription Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto hereby attorn to the jurisdiction of the courts of the Province of Ontario. Any reference to the masculine, feminine or neuter genders in this Subscription Agreement shall be deemed to be a reference to all genders.

The parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.

DATED at _____, in the Province of _____
this ____ day of _____, 20____.

Witness

(Name – please print in full)

(Signature of Subscriber/Authorized Signature)

(Residence Address – include postal code)

(Social Insurance Number if individual
subscriber)

(Telephone)

(Facsimile)

Subscription Accepted By:
Equilibrium Capital Management Inc. on
behalf of the Fund

(Email address)

By: _____
Name:
Title:

(Date of Acceptance)

SCHEDULE “A”

CERTIFICATE

ACCREDITED INVESTOR EXEMPTION

**ALBERTA, BRITISH COLUMBIA, MANITOBA, NEW BRUNSWICK, NEWFOUNDLAND AND LABRADOR, NOVA SCOTIA,
ONTARIO, PRINCE EDWARD ISLAND, QUÉBEC AND SASKATCHEWAN**

The undersigned (the “**Purchaser**”) hereby represents and certifies to King & Victoria RSP Fund (the “**Fund**”) and to Equilibrium Capital Management Inc. (the “**Manager**”) that the Purchaser (i) is purchasing the securities of the Fund as principal, (ii) is resident in or is subject to the laws of the province of Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Québec or Saskatchewan; and (iii) is an “accredited investor” (as defined in National Instrument 45-106 – Prospectus and Registration Exemptions (“**NI 45-106**”)) by virtue of satisfying the indicated criterion on Appendix “1” hereto and (iv) and is not a person that is created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in section 1.1 of NI 45-106.

Dated at _____ this ____ day of _____, 20 ____.

Name of Purchaser (Please Print)

By: _____

(Signature)

Office or Title (Please Print)

APPENDIX 1
(to Schedule A)

National Instrument 45-106
Accredited Investor Categories

The Subscriber certifies, represents and warrants that it qualifies as an “accredited investor” within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions* because the Subscriber is **(CIRCLE AND INITIAL BESIDE APPLICABLE CLAUSE)**:

- _____ (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 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;
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- _____ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- _____ (f) 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;
- _____ (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) 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 jurisdiction of Canada;

- _____ (j) an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;
- _____ (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;
- _____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
- _____ (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;
- _____ (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] of NI 45-106, and 2.19 [Additional investment in investment funds] of NI 45-106, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;
- _____ (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) 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 fully managed account managed by the trust company or trust corporation, as the case may be;
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person (i) 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, and (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- _____ (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;

- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- _____ (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;
- _____ (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, or
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as: (i) an accredited investor, or (ii) an exempt purchaser in Alberta or British Columbia after NI 45-106 came into force.

For the purposes hereof:

- (a) “bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);
- (b) “Canadian financial institution” means (a) 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 (b) 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;
- (c) “control person” has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (d) “director” means (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (e) “eligibility adviser” means (a) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and (b) 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

- (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (ii) 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;
- (f) “executive officer” means, for an issuer, an individual who is (a) a chair, vice-chair or president, (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (c) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or (d) performing a policy-making function in respect of the issuer;
- (g) “financial assets” means (a) cash, (b) securities, or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (h) “foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;
- (i) “founder” means, in respect of an issuer, a person who, (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and (b) at the time of the trade is actively involved in the business of the issuer;
- (j) “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;
- (k) “individual” means a natural person, but does not include a partnership, unincorporated association, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;
- (l) “investment fund” means a mutual fund or non-redeemable investment fund, and for greater certainty in British Columbia, includes (a) an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia) and whose business objective is making multiple investments and (b) a venture capital corporation

registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia) whose business objective is making multiple investments;

- (m) “jurisdiction” means a province or territory of Canada except when used in the term foreign jurisdiction;
- (n) “non-redeemable investment fund” means an issuer:
 - (i) whose primary purpose is to invest money provided by its securityholders;
 - (ii) that does not invest, (A) for the purpose of exercising or seeking to exercise effective control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or non-redeemable investment fund; and
 - (iii) that is not a mutual fund;
- (o) “person” includes (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (p) “regulator” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101 entitled, Definitions (“**NI 14-101**”), opposite the name of the local jurisdiction;
- (q) “related liabilities” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets;
- (r) “Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada).
- (s) “securities regulatory authority” means, for the local jurisdiction, the securities commission or similar regulatory authority listed in Appendix C of NI 14-101 opposite the name of the local jurisdiction;
- (t) “spouse” means, an individual who, (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

- (u) “subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

Affiliated Entities and Control

- (1) An issuer is an affiliate of another issuer if (a) one of them is a subsidiary of the other, or (b) each of them is controlled by the same person.
- (2) A person (first person) is considered to control another person (second person) if
 - (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
 - (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
 - (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

All monetary references are in Canadian Dollars.