

AN INVESTMENT IN THE SECURITIES OFFERED HEREUNDER IS SUBJECT TO SUBSTANTIAL RISKS AS FIELDHOUSE PRO FUNDS TRUST IS NOT A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA OR ANY OTHER JURISDICTION, ITS SECURITIES ARE NOT LISTED ON ANY STOCK EXCHANGE OR MARKET, AND THERE CAN BE NO ASSURANCE THAT FIELDHOUSE PRO FUNDS TRUST WILL BECOME A REPORTING ISSUER OR LIST ITS SECURITIES ON ANY STOCK EXCHANGE OR MARKET IN THE FUTURE.



**FIELDHOUSE PRO FUNDS TRUST**

**A trust settled under the laws of the Province of British Columbia  
(the “Issuer”)**

**SUBSCRIPTION AGREEMENT  
FIELDHOUSE ADVISOR SERIES PROGRAM**

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Fieldhouse Pro Funds Trust (“**Fieldhouse**” or the “**Issuer**”) has established the Fieldhouse Advisor Series Program pursuant to which Fieldhouse will distribute series of units of Fieldhouse (the “**Units**”) the particulars of which are described in the Base Offering Memorandum and Base Offering Memorandum Supplements (together, the “**Offering Memorandum**”) of Fieldhouse.

**INSTRUCTIONS FOR COMPLETING THIS SUBSCRIPTION PRIOR TO DELIVERY TO THE ISSUER**

1. The subscriber (the “**Subscriber**”) must complete (i) the information required on pages 3 and 4 with respect to subscription amounts and registration and delivery particulars; (ii) the personal information required on page 7, and
2. The Subscriber must complete the applicable forms (the “**Forms**”) included in the relevant Accredited Investor Package, \$150,000 Minimum Subscription Investor Package or Family, Friends and Business Associates Investor Package.
3. Return this subscription and all Forms to the Administrator, Fieldhouse Capital Management Inc., 250 - 1122 Mainland Street, Vancouver, British Columbia, V6B 5L1 along with a certified cheque, money order or bank draft drawn on a chartered bank and made payable to “Fieldhouse Pro Funds Trust- in trust” in the amount of the applicable subscription funds, or by wire transfer (with applicable wire fees) to:

***RBC Royal Bank  
Main Branch Royal Centre  
1025 West Georgia Street  
Vancouver, BC V6E 3N9***

<b><i>CAD FUNDS</i></b>	<b><i>Account Number</i></b>	<b><i>1402015</i></b>
	<b><i>Transit Number</i></b>	<b><i>00010</i></b>
	<b><i>Bank Number</i></b>	<b><i>003</i></b>
	<b><i>SWIFT Code</i></b>	<b><i>ROYCCAT2</i></b>

4. Subscribers who are not purchasing as principal (or deemed under Applicable Securities Laws to be purchasing as principal) must ensure that they disclose the identity of the Disclosed Principal (as hereafter defined) on page 3, and that they complete and provide as a separate attachment the personal information required on page 5 and all applicable Forms on behalf of such Disclosed Principal.

**TO: FIELDHOUSE PRO FUNDS TRUST**  
**AND TO: FIELDHOUSE CAPITAL MANAGEMENT INC. (in its capacity as Manager of the Issuer and administrator and manager of the Fieldhouse Advisor Series Program)**

1. The Subscriber irrevocably subscribes for and agrees to purchase from the Issuer the following Units. (Share price subject to change according to monthly valuation)

No. of Series C Units at C\$____ each:  Total:	Fund Code: FHC420 <input type="checkbox"/> or FHC430 <input type="checkbox"/> or FHC440 <input type="checkbox"/>  C\$ _____
No. of Series D Units at C\$____ each:  Total:	Fund Code: FHC310 <input type="checkbox"/> or FHC300 <input type="checkbox"/>  C\$ _____
No. of Series O Units at C\$____ each:  Total:	Fund Code: FHC220 <input type="checkbox"/> or FHC230 <input type="checkbox"/>  C\$ _____
No. of Series P Units at C\$____ each:  Total:	Fund Code: FHC600 <input type="checkbox"/> or FHC610 <input type="checkbox"/>  C\$ _____

[please adjust series options above if necessary]

2. The Subscriber and the Issuer agree that the distribution of the Units have been conducted on the terms and conditions specified in Schedules “A” and “B” hereto. The Subscriber hereby makes the representations, warranties, acknowledgments and agreements set out in herein and in all applicable Forms, and acknowledges and agrees that the Issuer and its respective counsel will and can rely on such representations, warranties, acknowledgments and agreements should this subscription be accepted.

3. Identity of and execution by Subscriber:

<b>BOX A: SUBSCRIBER INFORMATION AND EXECUTION</b>	
_____	
(name of subscriber)	
_____	
(address – include city, province and postal code)	
_____	<u>  X  </u> _____
(telephone number) (email address)	(signature of subscriber/authorized signatory)
	_____
	(if applicable, print name of signatory and office)

Execution hereof by the Subscriber shall constitute an offer and agreement to subscribe for the Units set out in Item 1 above pursuant to the provisions of Item 2 above, and acceptance by the Issuer shall effect a legal, valid and binding agreement between the Issuer and the Subscriber. This subscription agreement may be executed and

delivered by facsimile, and shall be deemed to bear the date of acceptance below.

4. If the Units are to be registered other than as set out in Box A, the Subscriber directs the Issuer to register the Units as follows:

**BOX B: ALTERNATE REGISTRATION INSTRUCTIONS**

\_\_\_\_\_  
(name of registered holder)

\_\_\_\_\_  
(address of registered holder – include city, province and postal code)

\_\_\_\_\_  
(registered holder: contact name, contact telephone number and contact email address)

5. If the Subscriber is purchasing as agent for a principal, and is not a trust company or trust corporation purchasing as trustee or agent for accounts fully managed by it or is not a person acting on behalf of an account fully account managed by it (and in each such case satisfying the criteria set forth in National Instrument 45-106 – *Prospectus Exemptions*), complete Box C below and provide as a separate attachment the personal information required on page 5 and all applicable Forms on behalf of such principal (a “**Disclosed Principal**”):

**BOX C: IDENTIFICATION OF PRINCIPAL**

\_\_\_\_\_  
(name of Disclosed Principal)

\_\_\_\_\_  
(address of Disclosed Principal – include city, province and postal code)

\_\_\_\_\_  
(disclosed Principal: contact name, contact telephone number and contact email address)

**ACCEPTANCE**

This subscription is accepted and agreed to by the  
Issuer as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

) **FIELDHOUSE CAPITAL MANAGEMENT INC.**  
) **IN ITS CAPACITY AS MANAGER OF AND**  
) **ADMINISTRATOR FOR AND ON BEHALF OF**  
) **FEILDHOUSE PRO FUNDSTRUST**

Per: Authorized Signatory

**PERSONAL INFORMATION**

Please check the appropriate box (and complete the required information, if applicable) in each section:

1. **ISSUER Security Holdings.** The Subscriber and all persons acting jointly and in concert with the Subscriber own, directly or indirectly, or exercise control or direction over (provide additional detail as applicable):

\_\_\_\_\_ Units of the Issuer:

\_\_\_\_\_

No Units of the Issuer.

2. **Insider Status.** The Subscriber either:

Is an "Insider" of the Issuer as defined in the *Securities Act* (British Columbia), by virtue of being:

- (a) a director or officer of the Issuer;
- (b) a director or officer of a company that is an Insider or subsidiary of the Issuer;
- (c) a person that has (i) beneficial ownership of, or control or direction over, directly or indirectly, or (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly, Units of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding Units, excluding, for the purpose of the calculation of the percentage held, any Units held by the person as underwriter in the course of a distribution,
- (d) an issuer that has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security.

Is not an Insider of the Issuer.

## SCHEDULE "A"

### **1. Interpretation**

1.1 Unless the context otherwise requires, reference in this subscription to:

**"Aggregate Subscription Funds"** means the total subscription price for the Units subscribed for by the Subscriber;

**"Applicable Securities Laws"** means the *Securities Act* (British Columbia) or analogous legislation of the and the Selling Jurisdictions and all rules, regulations, policies, orders, notices and other instruments incidental thereto;

**"Business Day"** means a day which is not a Saturday, Sunday, or civic or statutory holiday in the city of Vancouver, British Columbia;

**"Closing Date"** means the date or dates as determined by the Issuer from time to time upon which subscriptions shall be accepted and Units issued in accordance with the terms hereof;

**"Disclosed Principal"** shall have the meaning ascribed to such term on page 3 of this subscription;

**"Exemptions"** means the exemptions from the prospectus requirements of Applicable Securities Laws;

**"NI45-106"** refers to National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators;

**"Offering"** means the offering, on a continuous distribution basis, of Units;

**"Offering Memorandum"** means the Base Offering Memorandum and Base Offering Memorandum Supplements of Fieldhouse as issued and updated from time to time;

**"Selling Jurisdictions"** means the provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario;

**"Subscriber"** shall have the meaning ascribed to such term on the face page of this subscription;

**"Subscription"** means this Subscription Agreement and includes all schedules hereto and the Forms;

**"Units"** shall have the meaning ascribed to such term on the face page of this subscription;

1.2 All dollar figures herein expressed are in Canadian dollars ("**\$**" or "**C\$**") or United States dollars ("**US\$**").

1.3 References imputing the singular shall include the plural and vice versa; references imputing individuals shall include corporations, partnerships, societies, associations, trusts and other artificial constructs and vice versa; and references imputing gender shall include the opposite gender.

### **2 Eligibility and Subscription Procedure**

2.1 The Offering is being made pursuant to exemptions (the "**Exemptions**") from the prospectus requirements of Applicable Securities Laws. The Subscriber and any Disclosed Principal acknowledges and agrees that the Issuer and its counsel will and can rely on the representations, warranties, acknowledgments and agreements of the Subscriber and any Disclosed Principal contained in this subscription and otherwise provided by the Subscriber to the Issuer to determine the availability of Exemptions should this subscription be accepted.

- 2.2 The Offering is not, and under no circumstances is to be construed as, a public offering of the Units. The Offering is not being made, and this subscription does not constitute, an offer to sell or the solicitation of an offer to buy the Units in any jurisdiction where, or to any person to whom, it is unlawful to make such offer or solicitation.
- 2.3 The Subscriber must duly complete and execute this subscription together with all applicable Forms hereto (**please see the Instructions listed on the face page hereof**) and return them to the Issuer, c/o the Trustee and Administrator, Fieldhouse Capital Management Inc. together with payment for the Aggregate Subscription Funds for the subscribed Units by way of a certified cheque, money order, wire transfer, or bank draft made payable to “**Fieldhouse Pro Funds Trust**”.
- 2.4 Subscriptions are irrevocable.
- 2.5 A subscription will only be effective upon its acceptance by the Issuer. The Subscriber acknowledges and agrees that the Issuer reserves the right, in its absolute discretion, to reject this subscription, in whole or in part, at any time. Subscriptions will only be accepted if the Issuer are satisfied that, and will be subject to a condition for the benefit of the Issuer that, the Offering can lawfully be made in the jurisdiction of residence of the Subscriber and any Disclosed Principal pursuant to an available Exemption and that all other Applicable Securities Laws have been and will be complied with in connection with the Offering.

### **3 Closing Procedure and Conditions of Closing**

- 3.1 The issue of Units shall be completed from time to time as the Issuer may determine. No certificates representing the Units will be issued to the Subscriber.
- 3.2 In the event that the purchase and sale of the Units contemplated by this subscription is not completed, the Issuer shall immediately return this subscription and the total subscription price for the subscribed Units without interest or deduction.
- 3.3 The Subscriber, on its own behalf and on behalf of any Disclosed Principal for whom the Subscriber is contracting, acknowledges that the offer, sale and issuance of the Units as contemplated by this subscription is subject to, among other things, the following conditions being fulfilled or performed on or before the Closing Date or such other time as the Issuer may determine, which conditions are for the exclusive benefit of each of the Issuer and may be waived, in whole or in part, by the Issuer in its sole discretion:
- (a) the following documents having been completed and signed as indicated and returned to the Issuer, at the address provided above, together with an executed copy of this subscription agreement:
    - i. all Subscribers must complete the applicable forms, appendices and questionnaires attached to this subscription, as set out on the face page hereof; and
    - ii. all other documents as the Issuer may reasonably require;
  - (b) the Aggregate Subscription Funds being sent in accordance with the instructions set out on the cover page of this subscription;
  - (c) the representations and warranties made by the Subscriber herein (including representations and warranties made in any schedules attached hereto, as applicable), being true and correct when made and true and correct on the date of issue of the Units with the same force and effect as if they had been made on and as of such date;

- (d) all covenants, agreements and conditions contained herein to be performed by the Subscriber on or prior to date of issue of the Units having been performed or complied with in all material respects;
- (e) the acceptance of this subscription by the Issuer; and
- (f) the offer, sale and issuance of the Units being exempt from the prospectus requirements of Applicable Securities Laws.

The Subscriber hereby agrees to take up, purchase and pay for the Units upon acceptance of this offer by the Issuer.

#### **4 Reporting and Consent**

4.1 The Subscriber, on its own behalf and on behalf of any Disclosed Principal, expressly consents and agrees to:

- (a) the Issuer collecting personal information regarding the Subscriber and any Disclosed Principal for the purpose of completing the transactions contemplated by this subscription; and
- (b) the Issuer releasing personal information regarding the Subscriber, any Disclosed Principal and this subscription, including the Subscriber's and any Disclosed Principal's name, residential address, telephone number, email address and registration and delivery instructions, the number of Units purchased, the number of Units of the Issuer held by the Subscriber and any Disclosed Principal, the status of the Subscriber and any Disclosed Principal as an insider or as otherwise represented herein, and, if applicable, information regarding the beneficial ownership or the principals of the Subscriber and any Disclosed Principal, to Securities regulatory authorities in compliance with Applicable Securities Laws, to other authorities as required by law and to the registrar and transfer agent of the Issuer for the purpose of arranging for the preparation of the certificates or holding statements or acknowledgements representing the Units in connection with the Offering.

The purpose of the collection of the information is to ensure the Issuer will be able to issue Units to the Subscriber in accordance with the instructions of the Subscriber and in compliance with applicable Canadian corporate and securities laws, and to obtain the information required to be provided in documents required to be filed with securities regulatory authorities under Applicable Securities Laws and with other authorities as required by law. The Subscriber, on its own behalf and on behalf of any Disclosed Principal, further expressly consents and agrees to the collection, use and disclosure of all such personal information by securities regulatory authorities and other authorities in accordance with their requirements, including the provision of all such personal information to third party service providers from time to time.

The contact information for the officer of the Administrator who can answer questions on behalf of the Issuer about the collection of information by the Issuer is as follows:

Douglas Sereda  
Fieldhouse Capital Management Inc.  
250 - 1122 Mainland Street  
Vancouver, British Columbia  
V6B 5L1  
Tel: (778) 330-3000  
email: dsereda@fieldhousecap.com

4.2 The Subscriber, on its own behalf and on behalf of any Disclosed Principal, expressly acknowledges and agrees that:

- (a) the Issuer may be required to provide applicable securities regulators, or otherwise under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act of Canada*, a list setting forth the identities of the Subscribers of the Units and any personal information provided by the Subscriber, and the Subscriber hereby represents and warrants that to the best of the Subscriber's knowledge, none of the funds representing the Aggregate 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. The Subscriber hereby further covenants that it shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and shall provide the Issuer with appropriate information in connection therewith; and
- (b) it shall complete, sign and return such additional documentation as may be required from time to time under Applicable Securities Laws or any other applicable laws in connection with the Offering and this subscription.

4.3 Furthermore, the Subscriber and any Disclosed Principal is hereby notified and acknowledges that:

- (a) the Issuer may deliver to the Ontario Securities Commission certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address, telephone number and email address, the number of Units purchased by the Subscriber and the total purchase price paid for such Units, the prospectus exemption relied on by the Issuer and the date of distribution of the Units,
- (b) such information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation,
- (c) such information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario, and
- (d) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Support Clerk  
Ontario Securities Commission  
Suite 1903, Box 55, 20 Queen Street West  
Toronto, Ontario, M5H 3S8  
Telephone: (416) 593-8314

4.4 The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by the British Columbia Securities Commission or any other applicable Securities Commission or regulatory body, including the publishing or otherwise making available to the public, personal information including, for individuals, their name, number and type of Units purchased, the purchase price therefor, and their insider or registrant status, if applicable, and for non-individual Subscribers, the above information and their address, contact person name and telephone number and the exemption that the Subscriber is relying on in purchasing the Units.

## **5 Resale Restrictions and Legending of Units**

5.1 The Subscriber hereby acknowledges and agrees that the Offering is being made pursuant to Exemptions and, as a result, the Units will be subject to a number of statutory restrictions on resale and trading, including restrictions on transfer imposed by the Articles of the Issuer. Accordingly the Subscriber will not be able to sell or trade the Units unless the Subscriber complies with an exemption from the prospectus and registration requirements under Applicable Securities Laws and the Articles of the Issuer. It is anticipated that the only

means by which a Subscriber may sell or transfer the Units is pursuant to the redemption of the Units by the Issuer.

5.2 **The foregoing discussion on resale restrictions is a general summary only and is not intended to be comprehensive or exhaustive, or to apply in all circumstances.** Subscribers are advised to consult with their own advisors concerning their particular circumstances and the particular nature of the restrictions on transfer, the extent of the applicable hold period and the possibilities of utilizing any further Exemptions or the obtaining of a discretionary order to transfer any Units. Subscribers are further advised against attempting to resell or transfer any Units until they have determined that any such resale or transfer is in compliance with the requirements of all Applicable Securities Laws, including but not limited to compliance with restrictions on certain pre-trade activities and the filing with the appropriate regulatory authority of reports required upon any resale of the Units.

5.3 In the event that any of the Units are subject to a hold period or any other restrictions on resale and transferability, the Issuer may place such legends on the certificates or holding statements or acknowledgements representing the Units as are required under Applicable Securities Laws or as it may otherwise deem necessary or advisable.

## **6 Representations, Warranties, Acknowledgments and Agreements of the Issuer**

6.1 The Issuer hereby represents, warrants, certifies, acknowledges and agrees for the benefit of the Subscriber that:

- (a) the Issuer is now and at the time of issue of the Units will be a trust validly subsisting under the laws of the Province of British Columbia;
- (b) the Issuer has all necessary corporate power, authority and capacity to enter into and carry out its obligations under this subscription and all other agreements and instruments to be executed by the Subscriber as contemplated by this subscription;
- (c) the execution and delivery of this subscription and such other agreements and instruments and the consummation of the transactions contemplated by this subscription and such other agreements and instruments have been duly and validly authorized by the Issuer; and
- (d) this subscription constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms subject, however, to the customary limitations with respect to bankruptcy, insolvency or other laws affecting creditors' rights generally and to the availability of equitable remedies.

## **7 Miscellaneous**

7.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber, including fees and disbursements of any counsel retained by the Subscriber, relating to the purchase, resale or transfer of the Units shall be borne by the Subscriber.

7.2 The Subscriber covenants that it will, from time to time both before and after the Closing, at the request of the Issuer or the Administrator on behalf of the Issuer, promptly execute and deliver all such other notices, certificates, undertakings, escrow agreements and other instruments and documents, and shall do all such other acts and other things, as may be necessary or desirable for purposes of carry out the provisions of this subscription.

7.3 Except as expressly provided for in this subscription and in any agreements, instruments and other documents contemplated or provided for herein, this subscription contains the entire agreement between the parties with respect to the sale of the Units and there are no other terms, conditions, representations, warranties, acknowledgments and agreements, whether expressed or implied, whether written or oral, and whether made

by statute, common law, the parties hereto or anyone else. This subscription may only be amended by instrument in writing signed by the parties hereto.

- 7.4 The invalidity or unenforceability of any particular provision of this subscription shall not affect or limit the validity or enforceability of the remaining provisions of this subscription.
- 7.5 This subscription, including without limitation the terms, conditions, representations, warranties, acknowledgments and agreements contained herein, shall survive and continue in full force and effect and be binding upon the Subscriber and the Issuer notwithstanding the completion of the purchase of the Units by the Subscriber.
- 7.6 This subscription is not transferable or assignable. This subscription shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 7.7 This subscription is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in his personal or corporate capacity, irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.
- 7.8 Time shall be of the essence hereof.
- 7.9 This subscription may be executed in as many counterparts as may be necessary and delivered by facsimile, and such counterparts and facsimiles shall be deemed to constitute one and the same original instrument. Without limiting the foregoing, the Issuer may rely on facsimile delivery of this subscription, and acceptance of such facsimile shall be effective to create a valid and binding agreement between the Subscriber and the Issuer.

## SCHEDULE "B"

### **1 Representations, Warranties, Acknowledgments and Agreements of the Subscriber**

1.1 The Subscriber, on its own behalf and on behalf of any Disclosed Principal, hereby represents, warrants, certifies, acknowledges and agrees for the benefit of the Issuer and its counsel that:

- (a) **THERE ARE RISKS ASSOCIATED WITH THE PURCHASE OF THE UNITS, BEING SPECULATIVE INVESTMENTS WHICH INVOLVE A SUBSTANTIAL DEGREE OF RISK. THE SUBSCRIBER (AND ANY DISCLOSED PRINCIPAL) HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE UNITS, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT EVEN IF THE ENTIRE INVESTMENT IS LOST;**
- (b) the Subscriber and any Disclosed Principal is resident in the jurisdiction set out on page 2 above;
- (c) no Securities Commission or similar regulatory authority has reviewed or passed on the merits of the Units, and in particular no governmental agency or authority, stock exchange or other regulatory body or any other entity has made any finding or determination as to the merit for investment of, nor have any such agencies, authorities, exchanges, bodies or other entities made any recommendation or endorsement with respect to, the Units;
- (d) there is no government or other insurance covering the Units;
- (e) there are restrictions on the Subscriber's ability to resell or transfer the Units and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling or transferring the Units;
- (f) the Issuer has advised the Subscriber that it is relying on one or more exemptions from the requirements to provide the Subscriber with a prospectus under the Applicable Securities Laws, and as a consequence of acquiring the Units pursuant to such exemption, certain protections, rights and remedies provided in Applicable Securities Laws, including statutory rights of rescission or damages, may not be available to it;
- (g) the Subscriber has been further advised that due to the fact that no prospectus has been or is required to be filed with respect to any of the Units under Applicable Securities Laws (i) the Subscriber may not receive information that might otherwise be required to be provided to it under such legislation, (ii) the Issuer are relieved from certain obligations that would otherwise apply under applicable legislation, and (iii) the Subscriber is restricted from using certain of the civil remedies available under such legislation and the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with Units acquired in a private placement;
- (h) the Subscriber has had access to all information regarding the Issuer and the Units that the Subscriber has considered necessary in connection with its investment decision, and, in particular, the Subscriber's decision to execute this subscription and purchase securities has been based entirely upon its review of the Offering Memorandum, and has not been based upon any written or oral representation or warranty as to fact or otherwise made by or on behalf of the Issuer;
- (i) no person has made to the Subscriber any written or oral representations (i) that any person will resell or repurchase the Units, (ii) that any person will refund the purchase price for the Units, (iii) as to the future price or value of the Units, or (iv) that any securities of the Issuer will be listed and posted for trading or any stock exchange or that application has been made to list the Units on any stock exchange;

- (j) the Subscriber is capable by reason of knowledge and experience in financial and business matters in general, and investments in particular, of assessing and evaluating the merits and risks of an investment in the Units, and is and will be able to bear the economic loss of its entire investment in any of the Units and can otherwise be reasonably assumed to have the capacity to protect its own interest in connection with the investment;
- (k) the Subscriber has been advised to consult its own investment, legal and tax advisors with respect to the merits and risks of an investment in the Units and Applicable Securities Laws and resale restrictions, and in all cases the Subscriber has not relied upon the Issuer or its counsel or advisors for investment, legal or tax advice, always having, if desired, in all cases sought the advice of the Subscriber's own personal investment advisor, legal counsel and tax advisors, and in particular, the Subscriber has been advised and understands that it is solely responsible, and neither the Issuer nor its respective counsel or advisors are in any way responsible, for the Subscriber's compliance with Applicable Securities Laws and resale restrictions regarding the holding and disposition of the Units;
- (l) to the knowledge of the Subscriber, the Offering was not advertised or solicited in any manner in contravention of Applicable Securities Laws, and has not been made through or as a result of any general solicitation or general advertising or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (m) the Subscriber has no knowledge of a "material fact" or "material change", as those terms are defined in the Applicable Securities Laws applicable in its jurisdiction of residence, in respect of the affairs of the Issuer that has not been generally disclosed to the public;
- (n) the Subscriber is not an investment club;
- (o) if an individual, the Subscriber has attained the age of majority in the jurisdiction in which he or she is resident and has the legal capacity and competence to enter into and execute this subscription and to take all actions required pursuant hereto, and if the Subscriber is not an individual, it is also duly formed and validly subsisting under the laws of its jurisdiction of formation and all necessary approvals by its directors, shareholders, partners and others have been obtained to authorize the entering into and execution of this subscription and the taking of all actions required hereto on behalf of the Subscriber;
- (p) the Subscriber has duly and validly entered into, executed and delivered this subscription and it constitutes a legal, valid and binding obligation of the Subscriber enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of creditors' rights generally and as limited by laws relating to the availability of equitable remedies;
- (q) if the person executing this subscription is contracting hereunder as trustee or agent for a fully managed account (including, for greater certainty, a portfolio manager or comparable adviser) or as agent for a Disclosed Principal, the person executing this subscription is duly authorized to execute and deliver this subscription and all other necessary documentation in connection with the subscription and if the person executing this subscription is acting as agent for a Disclosed Principal, who is subscribing as principal for its own account and not for the benefit of any other person this subscription has been duly authorized, executed and delivered on behalf of and constitutes a legal, valid and binding agreement of such Disclosed Principal and the person executing this subscription acknowledges that the Issuer may be required by law to disclose the identity of such Disclosed Principal for whom the Subscriber is contracting hereunder;
- (r) the entering into of this subscription and the completion of the transactions contemplated hereby do not and will not conflict with, result in a violation or breach of, or constitute a default under, any of the terms and provisions of any law, regulation, order or ruling applicable to the Subscriber or any Disclosed Principal, or of any agreement, contract or indenture, written or oral, to which it or any

Disclosed Principal is or may be a party or by which it or any Disclosed Principal is or may be bound, and, if the Subscriber or any Disclosed Principal is a corporation, its constating documents or any resolutions of its or the Disclosed Principal's directors or shareholders;

- 1.2 The Subscriber hereby represents, warrants, acknowledges and agrees for the benefit of the Issuer that it is:
- (a) purchasing the Units as principal for investment purposes only, for its own account and not for the benefit of any other person and not with a view to, or for resale in connection with, any distribution thereof in violation of any Applicable Securities Laws; or
  - (b) deemed to be purchasing as principal pursuant to NI45-106 by virtue of the Subscriber being an "accredited investor" as such term is defined in paragraphs (p) or (q) of the definition of "accredited investor" in NI45-106 (reproduced in Form 1 attached hereto) and provided, however, that the Subscriber is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction in Canada, and that the Subscriber has concurrently executed and delivered Form 1 and under the heading of Category 1: Accredited Investor therein checked off paragraphs (p) or (q); or
  - (c) acting as agent for a Disclosed Principal (whose name and residential address are disclosed on page 3 of this subscription) who is purchasing the Units as principal for investment purposes only, that the Subscriber is duly authorized and empowered to enter into this subscription, make all requisite representations, warranties, certifications, acknowledgments and agreements and execute all documentation in connection therewith on behalf of the Disclosed Principal, and that the Subscriber has concurrently completed, executed and delivered the applicable Forms on behalf of such Disclosed Principal in compliance with this subscription.
- (a) The Subscriber, on its own behalf and on behalf of any Disclosed Principal, hereby represents, warrants, acknowledges and agrees for the benefit of the Issuer and its counsel that **in respect of all Subscribers, and any Disclosed Principals for which the Subscriber is acting, who are resident outside of Canada or the United States:**
- (i) it is knowledgeable of, or has been independently advised as to, the Applicable Securities Laws of the Securities regulatory authorities (the "**Authorities**") having application to the Offering and the Issuer in the jurisdiction (the "**International Jurisdiction**") in which the Subscriber is resident;
  - (ii) it is purchasing Units pursuant to an applicable exemption from any prospectus, registration or similar requirements under the Applicable Securities Laws of the International Jurisdiction, or the Subscriber is permitted to purchase the Units under the Applicable Securities Laws of the International Jurisdiction without the need to rely on such exemptions;
  - (iii) the Applicable Securities Laws of the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any nature whatsoever with or from any of the Authorities in connection with the Offering or the Units, including the issuance of the Units, including any resale thereof;
  - (iv) the Offering and the completion of the offer and sale of the Units to the Subscriber comply, and the issuance of the Units to the Subscriber will comply, in all respects with the Applicable Securities Laws of the International Jurisdiction, and do not trigger:

- (A) any obligation to prepare and file a prospectus or similar or other offering document, or any other report with respect to such purchase in the International Jurisdiction; or
- (B) any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction; and
- (v) it will, if requested by the Issuer, deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Issuer, acting reasonably;

and the Subscriber has certified same by marking the applicable boxes and signing and returning the Accredited Investor Package.

## **2 Reliance, Notification, Indemnity and Survival**

- 2.1 The Subscriber acknowledges and agrees that the Issuer and its counsel will and can rely on the representations, warranties, certifications, acknowledgments and agreements of the Subscriber contained in this subscription and otherwise provided by the Subscriber to and with the Issuer to determine the availability of Exemptions should this subscription be accepted, and otherwise in completing the Offering, issue and sale of the Units to the Subscriber in accordance with applicable laws.
- 2.2 The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information pertaining to the Subscriber herein or otherwise provided in connection with this subscription which takes place prior to Closing.
- 2.3 The Subscriber hereby agrees to indemnify and hold harmless the Issuer against all actions, claims, damages, costs, expenses, losses and liabilities which it may suffer or incur as a result of this subscription.
- 2.4 The representations, warranties, acknowledgements and agreements made by the Subscriber in this subscription and otherwise provided by the Subscriber and the Issuer shall be true and correct as of the date of execution of this subscription and as of Closing as if repeated thereat, and shall survive the Closing.

**ACCREDITED INVESTOR PACKAGE**

(Subscriber Purchasing on behalf of Fully Managed Account: Exemption “Q”)

**TO: FIELDHOUSE PRO FUNDS TRUST (THE “ISSUER”)**

In addition to the covenants, representations and warranties contained in the subscription agreement to which this Accredited Investor Package is attached, the undersigned Subscriber covenants, represents and warrants to the Issuer that the Subscriber is an “accredited investor” as defined in NI45-106 and makes the below specific representations:

- (a) the Subscriber is resident in or otherwise subject to the securities laws of one of the provinces of Canada; and
- (b) the Subscriber is a person acting on behalf of a fully managed account managed by the Subscriber and the Subscriber is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada, and hence, pursuant to section 2.3(4) of NI 45-106, is deemed to be acting as principal in respect of the purchase of the Shares.

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned Subscriber shall give the Issuer immediate written notice thereof.

The Subscriber acknowledges that the Issuer will be relying on this Certificate in connection with the Subscription Agreement.

The statements made on this certificate are true.

EXECUTED by the Subscriber at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*Name of Subscriber*

\_\_\_\_\_  
*Signature of Authorized Signatory*

\_\_\_\_\_  
*Name and Position of Signatory*

**Registration and Account Details**

The Issuer is hereby directed to cause the Shares subscribed for by the Subscriber on behalf of a fully managed account managed by the Subscriber, to be registered in the name of such account as follows:

<b>ACCOUNT REGISTRATION INSTRUCTIONS:</b>
_____ (name of account)
_____ (dealer Name / account number)
_____ (address include city, province and postal code)
_____ (contact name, contact telephone number and contact email address)

## ACCREDITED INVESTOR PACKAGE

### TO: FIELDHOUSE PRO FUNDS TRUST (THE “ISSUER”)

In addition to the covenants, representations and warranties contained in the subscription agreement to which this Accredited Investor Package is attached, the undersigned Subscriber (or the Subscriber on behalf of one or more beneficial purchasers for whom the Subscriber is purchasing as principal) covenants, represents and warrants to the Issuer that the Subscriber (or one or more beneficial purchasers for whom the Subscriber is purchasing as principal) is an “accredited investor” as defined in NI45-106, makes the below specific representations, and has checked the appropriate box below and has signed a risk acknowledgement and completed the questionnaire, if applicable:

- (a) the Subscriber is resident in or otherwise subject to the securities laws of one of the provinces of Canada;
- (b) the Subscriber is either: (i) purchasing the Units as principal for its own account; or (ii) is deemed to be purchasing as principal by satisfying the criteria set out in paragraph (p) or (q) below and is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada;
- (c) the Subscriber is an “accredited investor” within the meaning of NI 45-106 on the basis that the Subscriber fits within one of the categories of an “accredited investor” reproduced below beside which the Subscriber has indicated the undersigned belongs to such category;
- (d) the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below;

All Purchasers that complete categories (j), (k) or (l) must complete Appendix I – “Risk Acknowledgement”.

- (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank; or
- (ii) in Ontario, a financial institution that is (A) a bank listed in Schedule I, II or III of the *Bank Act* (Canada); (B) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or (C) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
- (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 paragraphs (a) or (b), 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) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer (or in Ontario, except as otherwise prescribed by the regulations under the *Securities Act* (Ontario));
- (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 *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- (f) the Government of Canada or a jurisdiction (province or territory) 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), a pension commission or similar regulatory authority of a jurisdiction (province or territory) of Canada;
- (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;
- (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;
- (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two 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*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in sub-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 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;
- (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;
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Québec, the regulator as an accredited investor;
- (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; or
- (x) in Ontario, such other persons or companies as may be prescribed by the regulations under the Securities Act (Ontario).  
\*\*\*If checking this category (x), please provide a description of how this requirement is met.

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### **Definitions**

**“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

**“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;

**“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;

**“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;

“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, or
- (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);

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned Purchaser shall give the Issuer immediate written notice thereof.

The Subscriber acknowledges that the Issuer will be relying on this Certificate in connection with the Subscription Agreement.

The statements made on this certificate are true.

EXECUTED by the Subscriber at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**If a corporation, partnership or other entity:**

**If an individual:**

\_\_\_\_\_  
*Signature of Authorized Signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Position of Signatory*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Name of Purchasing Entity*

\_\_\_\_\_  
*Jurisdiction of Residence*

\_\_\_\_\_  
*Jurisdiction of Residence*

**APPENDIX I**

**FORM 45-106F9  
FORM FOR INDIVIDUAL ACCREDITED INVESTORS**

**THIS “APPENDIX I” IS TO BE COMPLETED BY INDIVIDUALS SUBSCRIBING UNDER CATEGORIES (J), (K) OR (L) OF CATEGORY 1 – “ACCREDITED INVESTORS” IN FORM 1 TO WHICH THIS APPENDIX I IS ATTACHED.**

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

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>1. About your investment</b>	
Type of Units: Series C Units, Series D Units, Series O Units, Series P Units.	Issuer: Fieldhouse Pro Funds Trust
Purchased from: Fieldhouse Pro Funds Trust	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your Initials</b>
<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> .	
<b>3. Accredited investor status</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.	<b>Your initials</b>
<ul style="list-style-type: none"><li>• 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.)</li></ul>	
<ul style="list-style-type: none"><li>• Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li></ul>	

<ul style="list-style-type: none"><li>• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.</li></ul>	
<ul style="list-style-type: none"><li>• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)</li></ul>	
<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment</b>	
Douglas W. Sereda Fieldhouse Capital Management Inc., in its capacity as Trustee of Fieldhouse Pro Funds Trust 250 - 1122 Mainland Street Vancouver, British Columbia V6B 5L1 Canada Tel: (778) 330 3003 email: dsereda@fieldhousecap.com	
<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>	

**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 distributio

**FORM 2**

**CERTIFICATE FOR NON-CANADIAN AND NON-US INVESTORS  
(TO BE COMPLETED BY SUBSCRIBERS RESIDENT IN JURISDICTIONS OTHER THAN CANADA  
OR THE UNITED STATES)**

**TO: FIELDHOUSE PRO FUNDS TRUST**

In connection with the purchase of Units of the Issuer (the “Units”) by the undersigned subscriber (the “Subscriber”) pursuant to a subscription agreement among the Subscriber and the Issuer (the “Subscription Agreement”), the Subscriber hereby represents, warrants, covenants and certifies to the Issuer on its own behalf, and, if applicable, on behalf of each of the beneficial purchasers for whom the Subscriber is acting hereunder and acknowledges that the Issuer and their respective counsel are relying on such representations and warranties that:

1. the Subscriber is knowledgeable of, or has been independently advised as to, the Applicable Securities Laws of the Securities regulators having application in the jurisdiction in which the Subscriber is resident (the “International Jurisdiction”) which would apply to the acquisition of the Units;
2. the Subscriber is purchasing the Units pursuant to exemptions from prospectus or equivalent requirements under Applicable Securities Laws or, if such is not applicable, the Subscriber is permitted to purchase the Units under the Applicable Securities Laws of the Securities regulators in the International Jurisdiction without the need to rely on any exemptions;
3. the Applicable Securities Laws of the authorities in the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any Units regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Units;
4. the subscription for the Units by the Subscriber does not contravene any of the applicable Securities legislation of the International Jurisdiction in which the Subscriber resides and the purchase of the Units by the Subscriber does not trigger:
  - (i) any obligation of the Issuer to prepare and file a prospectus, an offering memorandum or similar document, or any other report or notice with respect to such purchase in the International Jurisdiction;
  - (ii) any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction; or
  - (iii) any registration or other obligation on the part of the Issuer;
5. the delivery of this Subscription Agreement, the acceptance of it by the Issuer and the issuance and distribution of the Units to the Subscriber complies with all applicable laws of the Subscriber’s jurisdiction of residence or domicile and all other applicable laws;
6. the Subscriber will, if requested by the Issuer deliver to the Issuer a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in paragraphs 2, 3, 4 and 5 above to the satisfaction of the Issuer, acting reasonably.

The Subscriber acknowledges that (i) no Securities Commission or similar regulatory authority has reviewed or passed on the merits of the Units; (ii) there is no government or other insurance covering the Units; (iii) there are risks associated with the purchase of the Units; (iv) there are restrictions on the Subscriber’s ability to resell the Units

and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Units and underlying Units; and (v) the Issuer has advised the Subscriber that the Issuer are relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Units through a person registered to sell Units under Applicable Securities Laws and, as a consequence of acquiring Units pursuant to this exemption, certain protections, rights and remedies provided by Canadian Securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber. The Subscriber acknowledges that the Issuer are relying on this certificate to determine the Subscriber's suitability as a purchaser of Units of the Issuer. The Subscriber agrees that the representations, covenants and certifications contained to this certificate shall survive any issuance of Units of the Issuer to the Subscriber.

**If a corporation, partnership or other entity:**

**If an individual:**

\_\_\_\_\_  
*Signature of Authorized Signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Position of Signatory*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Name of Purchasing Entity*

\_\_\_\_\_  
*Jurisdiction of Residence*

\_\_\_\_\_  
*Jurisdiction of Residence*

**FAMILY, FRIENDS AND BUSINESS ASSOCIATES INVESTOR PACKAGE**

**TO: FIELDHOUSE PRO FUNDS TRUST. (THE “ISSUER”)**

In addition to the covenants, representations and warranties contained in the subscription agreement to which this Family, Friends and Business Associates Investor Package is attached, the undersigned Subscriber covenants, represents and warrants to the Issuer that the Subscriber is purchasing as principal and qualifies as follows under the prospectus exemption for “Family, friends and business associates” outside Ontario as required by sections 2.5 and 2.6.1, respectively, of NI 45-106 and has initialed or checked the appropriate line below and has signed a risk acknowledgement form.

All Subscribers must complete **Appendix I** – “Family, Friends and Business Associates Questionnaire”.

All Subscribers in Saskatchewan must also complete **Appendix II** – “Risk Acknowledgement– Saskatchewan Close Personal Friends and Close Business Associates”.

The Subscriber is purchasing as principal and is:

- \_\_\_\_\_ (a) a director, executive officer or control person of the Issuer, or of an affiliate of the Issuer;
- \_\_\_\_\_ (b) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer, namely \_\_\_\_\_;  
*(name of director, executive officer or control person)*
- \_\_\_\_\_ (c) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer, namely \_\_\_\_\_;  
*(name of director, executive officer or control person)*
- \_\_\_\_\_ (d) a close personal friend\* of a director, executive officer or control person of the Issuer, or of an affiliate of the Issuer, namely \_\_\_\_\_;  
*(name of director, executive officer or control person)*
- \_\_\_\_\_ (e) a close business associate\*\* of a director, executive officer or control person of the Issuer, or of an affiliate of the Issuer, namely \_\_\_\_\_;  
*(name of director, executive officer or control person)*
- \_\_\_\_\_ (f) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend\* or close business associate\*\* of a founder of the Issuer, namely \_\_\_\_\_;  
*(name of founder)*
- \_\_\_\_\_ (g) a parent, grandparent, brother, sister, child or grandchild of the spouse of a founder of the Issuer, namely \_\_\_\_\_;  
*(name of founder)*
- \_\_\_\_\_ (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g);
- \_\_\_\_\_ (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

\*where used in this Certificate, “close personal friend” means an individual who has known the named director, executive officer, control person or founder well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of that person. The term “close personal friend” can include a family member who is not already specifically identified in paragraphs (b), (c), (f) or (g) if the family member otherwise meets the criteria described above. An individual’s relationship with the named director, executive officer, control person or founder must be direct. An individual is not a “close

personal friend” solely because that individual is a relative, a client, customer, former client or former customer of, or is a member of the same organization, association or religious group as, the named director, executive officer, control person or founder.

\*\*where used in this Certificate, “close business associate” means an individual who has had sufficient prior business dealings with the named director, executive officer, control person or founder to be in a position to assess the capabilities and trustworthiness of that person. An individual’s relationship with the named director, executive officer, control person or founder must be direct. An individual is not a “close business associate” solely because that individual is a client, customer, former client or former customer of, or is a casual business associate of, or is a person introduced or solicited for the purpose of purchasing securities by, the named director, executive officer, control person or founder.

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The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned Purchaser shall give the Issuer immediate written notice thereof.

The Subscriber acknowledges that the Issuer will be relying on this Certificate in connection with the Subscription Agreement.

The statements made on this certificate are true.

EXECUTED by the Subscriber at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**If a corporation, partnership or other entity:**

**If an individual:**

\_\_\_\_\_  
*Signature of Authorized Signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Position of Signatory*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Name of Purchasing Entity*

\_\_\_\_\_  
*Jurisdiction of Residence*

\_\_\_\_\_  
*Jurisdiction of Residence*

## APPENDIX I

**THIS “APPENDIX I” IS TO BE COMPLETED BY SUBSCRIBERS SUBSCRIBING UNDER THE FAMILY, FRIENDS AND BUSINESS ASSOCIATES PACKAGE TO WHICH THIS APPENDIX I IS ATTACHED.**

### FAMILY, FRIENDS AND BUSINESS ASSOCIATES QUESTIONNAIRE

Unless otherwise defined herein, all capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Subscription Agreement to which this Exhibit is attached.

I understand that in order to be accepted as a “family, friend or business associate” under NI 45-106, I must satisfy certain of the following criteria. The undersigned hereby represents and warrants to the Issuer as follows:

**1. Status and Relationship.** Please answer the following questions concerning your status by marking the appropriate box and filling in the blanks.

**1.1** Please check the box that applies. You are:

- (a) a director, executive officer or control person of the Issuer, or of an affiliate of the Issuer;
- (b) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer;
- (c) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer;
- (d) a close personal friend of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer;
- (e) a close business associate of a director, executive officer or control person of the Issuer or of an affiliate of the Issuer;
- (f) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Issuer;
- (g) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Issuer;
- (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g); or
- (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

**1.2** If you are a “close personal friend” or a “close business associate” (*i.e.*, you have selected (d), (e) or (f) above), please describe the nature and length of your relationship, including prior business dealings, with a director, executive officer, control person of the Issuer (or of an affiliate of the Issuer) or founder of the Issuer, as applicable.

**1.3** If you are a “close personal friend” or a “close business associate” (*i.e.*, you have selected (d), (e) or (f) above), please state the name and title of the director, executive officer, control person of the Issuer (or of an affiliate of the Issuer ) or founder of the Issuer , with whom you have a relationship.

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**1.4** If you are a “close personal friend”, please confirm that this relationship is not solely because you are: (a) a relative; (b) a member of the same club, organization, association or religious group; (c) a co-worker, colleague or associate at the same workplace; (d) a client, customer, former client or former customer; (e) a mere acquaintance; or (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

Confirmed  Unable to Confirm

**1.5** If you are a “close business associate”, please confirm that this relationship is not solely because you are: (a) a member of the same club, organization, association or religious group; (b) a co-worker, colleague or associate at the same workplace; (c) a client, customer, former client or former customer; (d) a mere acquaintance; or (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

Confirmed  Unable to Confirm

I meet at least one of the criteria for the “family, friend or business associate” exemption under NI 45-106.

The foregoing representations and warranties and all other information which I have provided to the Issuer concerning myself and my financial condition are true and accurate as of the date hereof. If in any respect, such representations, warranties, or information shall not be true and accurate, I will give written notice of such fact to the Issuer specifying which representations, warranties or information are not true and accurate, and the reasons therefor.

I understand that the information contained herein is being furnished by me in order for the Issuer to determine my suitability as a “family, friend or business associate”, may be accepted by the Issuer in light of the requirements of NI 45-106 and that the Issuer will rely on the information contained herein for purposes of such determination.

Dated: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print the name of Subscriber

\_\_\_\_\_  
Print Name of Witness

APPENDIX II

FORM 45 – 106F5

**RISK ACKNOWLEDGEMENT  
SASKATCHEWAN CLOSE PERSONAL FRIENDS AND CLOSE BUSINESS ASSOCIATES**

**THIS “APPENDIX II” IS TO BE COMPLETED BY SUBSCRIBERS IN SASKATCHEWAN SUBSCRIBING UNDER THE FAMILY, FRIENDS AND BUSINESS ASSOCIATES PACKAGE TO WHICH THIS APPENDIX IV IS ATTACHED.**

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities.
- The person selling me these securities is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me.
- These securities are redeemable but I only may be able to redeem in limited circumstances.
- I could lose all the money I invest.
- I do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ \_\_\_\_\_ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or **close** business associate of \_\_\_\_\_ [state name], who is a \_\_\_\_\_ [state title - founder, director, executive officer or control person] of \_\_\_\_\_ [state name of issuer or its affiliate – if an affiliate state “an affiliate of the issuer” and give the issuer’s name].

I acknowledge that I am purchasing based on my close relationship with \_\_\_\_\_ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

**I acknowledge that this is a risky investment and that I could lose all the money I invest.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Print name of Subscriber

Sign 2 copies of this document. Keep one copy for your records.

**WARNING**

**You are buying Exempt Market Securities.**

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority.

There are restrictions on your ability to resell *exempt market securities*. Exempt market securities are more risky than other securities.

**You may not receive any written information about the issuer or its business.**

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

**You will not receive advice.**

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

**The issuer of your securities is a non-reporting issuer.**

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

**The securities you are buying are not listed.**

The securities you are buying are not listed on any stock exchange, and they may never be listed. There may be no market for these securities. You may never be able to sell these securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

*[Instruction: The Subscriber must sign 2 copies of this form. The Subscriber and the issuer must each receive a signed copy.]*

**\$150,000 MINIMUM SUBSCRIPTION INVESTOR PACKAGE**

**TO: FIELDHOUSE PRO FUNDS TRUST (THE “ISSUER”)**

In addition to the covenants, representations and warranties contained in the subscription agreement to which this \$150,000 Minimum Subscription Investor Package is attached, the undersigned Subscriber (or the Disclosed Principal upon whose behalf the Subscriber is acting as agent) covenants, represents and warrants to the Issuer that the Subscriber (or the Disclosed Principal upon whose behalf the Subscriber is acting as agent) is not an individual person AND is purchasing securities having an acquisition cost of not less than \$150,000 paid in cash.

The Subscriber acknowledges that the Issuer will be relying on this Certificate in connection with the Subscription Agreement.

The statements made on this certificate are true.

EXECUTED by the Subscriber at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Signature of Authorized Signatory*

\_\_\_\_\_  
*Name and Position of Signatory*

\_\_\_\_\_  
*Name of Purchasing Entity*

\_\_\_\_\_  
*Jurisdiction of Residence*

