

SUBSCRIPTION AGREEMENT

CAPSTONE TRADITIONAL EQUITY POOL

CAPSTONE NON-TRADITIONAL EQUITY POOL

CAPSTONE PRIVATE HIGH INCOME POOL

CAPSTONE FIXED INCOME POOL

CAPSTONE MORTGAGE POOL

CAPSTONE TREASURY POOL



SUBSCRIPTION INSTRUCTIONS

To subscribe for units of Capstone Traditional Equity Pool, Capstone Non-Traditional Equity Pool, Capstone Private High Income Pool, Capstone Fixed Income Pool, Capstone Mortgage Pool and/or Capstone Treasury Pool (each, a “**Fund**” and collectively, the “**Funds**”), you must deliver the following to Capstone Asset Management Inc. (the “**Manager**”), the manager of the Funds:

1. a duly completed and executed copy of this Subscription Agreement;
2. if you are purchasing units in reliance on the “accredited investor” exemption, a duly completed and executed copy of the Accredited Investor Certificate attached as **Schedule A** to the Subscription Agreement;
3. if you are purchasing units in reliance on the “accredited investor” exemption and are an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of the definition of “accredited investor” in National Instrument 45-106 Prospectus Exemptions, a duly completed and executed copy of Form 45-106F9 Form for Individual Accredited Investors attached as **Schedule B** to the Subscription Agreement; and
4. a certified cheque or bank draft payable to “NBIN Inc.”, or other transmission of funds acceptable to the Manager in the amount representing the Subscription Price (as defined in the Subscription Agreement).

The above-noted documents and payment of the Subscription Price should be sent to the Manager at:

Capstone Asset Management Inc.
210 - 19923 80A Avenue
Langley, British Columbia V2Y 0E2
E-mail: info@capstoneassets.ca

If you have any questions or require further information, please contact the Manager at 604-546-1510 or info@capstoneassets.ca.



DEALER USE ONLY

For Dealer Support contact dealerservices@capstoneassets.ca

| | |
|--|----------------------|
| Dealer Number: | Rep Number: |
| Dealer Name: | Rep Name: |
| Dealer GIIN: | Dealer Phone Number: |
| <p>Dealer Agreement - By submitting this completed Subscription Agreement on behalf of the Subscriber, the dealer through which this subscription is being submitted (the "Subscriber's Dealer") hereby acknowledges and confirms that it has taken appropriate steps to ensure that the Subscriber is an "accredited investor" within the meaning of applicable securities laws, if the Subscriber is relying upon the "accredited investor" exemption set forth in section 2.3 of National Instrument 45-106 <i>Prospectus Exemptions</i> to purchase Units. The Subscriber's Dealer also hereby acknowledges and confirms that it has, in relation to the Subscriber, complied with all applicable "know-your-client" and suitability obligations and requirements under applicable securities laws and all applicable identification and information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber's Dealer further represents, warrants and agrees that it is a Reporting Canadian Financial Institution, and that it will comply with all necessary due diligence and reporting obligations under Part XVIII [FATCA] and Part XIX [CRS] of the <i>Income Tax Act</i> (Canada) with respect to the Subscriber as a client and will provide to the Manager all information and documentation regarding the Subscriber as the Manager may reasonably request from time to time.</p> <p>Non-Discretionary Trade – The client(s) must sign this Subscription Agreement on their own behalf. Joint clients each must sign a separate Schedule A and Schedule B. Note: Entity clients do not need to sign Schedule B.</p> <p style="text-align: right;">Individual Joint Entity</p> <p>Aggregate Discretionary Trades Yes – The Dealer confirms that the Fund and Series selection(s) provided on Page 4 of this Subscription Agreement are the aggregate amounts being subscribed for on behalf of multiple Subscribers, the details of which are provided on a separate appendix. Note: You do not need to complete Schedule A or Schedule B.</p> <p>Discretionary Trade Yes – The Dealer confirms that the Representative signing this Subscription Agreement on behalf of the Subscriber is authorized by the Dealer to place Discretionary Trades for the Subscriber in compliance with all applicable securities regulations and the policies of the Dealer. Note: The client's details must be provided under the section Beneficial Purchaser. You do not need to complete Schedule A or Schedule B.</p> | |
| Signature of Authorized Signatory: | |
| Name and Title of Authorized Signatory: | |



SUBSCRIPTION AGREEMENT

TO: Capstone Asset Management Inc. (the “**Manager**”), in its capacity as manager of:

Capstone Traditional Equity Pool
 Capstone Non-Traditional Equity Pool
 Capstone Private High Income Pool
 Capstone Fixed Income Pool
 Capstone Mortgage Pool
 Capstone Treasury Pool
 (each, a “**Fund**” and collectively, the “**Funds**”)

210 - 19923 80A Avenue
 Langley, British Columbia V2Y 0E2
 E-mail: info@capstoneassets.ca

The undersigned (the “**Subscriber**”), hereby irrevocably subscribes for and agrees to purchase the series of units of the Fund(s) (“**Units**”) as set out below, to be issued for the aggregate subscription price set out below (the “**Subscription Price**”), at a price per Unit as described in the information memorandum of the Funds relating to the offering of the Units (the “**Information Memorandum**”), on and subject to the terms and conditions set forth in this Subscription Agreement.

The Subscriber understands that Units of the Funds are offered on a private placement basis pursuant to exemptions from prospectus requirements under securities legislation in Canada, and represents and certifies that it is purchasing Units of the Fund(s) pursuant to one of the available exemptions from the prospectus requirements in National Instrument 45-106 *Prospectus Exemptions* as set forth in this Subscription Agreement.

Account #:

Account Type: Individual Joint Entity

FUND AND SERIES SELECTION

| | |
|--|---|
| <input type="checkbox"/> Capstone Traditional Equity Pool Subscription Price: \$ _____ Series ____ Units Valuation Date: _____ Distributions: Paid out in cash Units Reinvested | <input type="checkbox"/> Capstone Non-Traditional Equity Pool Subscription Price: \$ _____ Series ____ Units Valuation Date: _____ Distributions: Paid out in cash Units Reinvested |
| <input type="checkbox"/> Capstone Private High Income Pool Subscription Price: \$ _____ Series ____ Units Valuation Date: _____ Distributions: Paid out in cash Units Reinvested | <input type="checkbox"/> Capstone Fixed Income Pool Subscription Price: \$ _____ Series ____ Units Valuation Date: _____ Distributions: Paid out in cash Units Reinvested |
| <input type="checkbox"/> Capstone Mortgage Pool Subscription Price: \$ _____ Series ____ Units Valuation Date: _____ Distributions: Paid out in cash Units Reinvested | <input type="checkbox"/> Capstone Treasury Pool Subscription Price: \$ _____ Series ____ Units Valuation Date: _____ Distributions: Paid out in cash Units Reinvested |

Note: Capstone Treasury Pool offers Series F and Series I units. Each of the other Funds offers Series A, Series B, Series C, Series D, Series E, Series F, Series G, Series I and Series J Units. Capstone Private High Income Pool also offers Series A(H), Series B(H), Series C(H), Series D(H), Series E(H), Series F(H), Series G(H), Series I(H) and Series J(H) Units. Information about the available series of Units, including the types of investors eligible to invest in each series and the minimum investment thresholds, is contained in the Information Memorandum.



TERMS AND CONDITIONS

1. **INTERPRETATION.**

The parties acknowledge and agree that if the Subscriber is acting as agent or trustee on behalf of a disclosed beneficial purchaser (the “**Disclosed Beneficial Purchaser**”), the terms “Subscriber”, “it” or “its” whenever used in relation to representations, warranties, covenants, acknowledgments and indemnities of the Subscriber mean the Subscriber and, unless the context otherwise requires, the Disclosed Beneficial Purchaser.

2. **ACCEPTANCE OR REJECTION.**

The Manager may at its sole discretion accept or reject this subscription (in whole or in part) on behalf of the relevant Fund(s) and reserves the right to close the subscription books at any time without notice. If this subscription is rejected, the Subscriber understands that if any funds have been delivered by the Subscriber to the Fund(s) or the Manager, they will be promptly returned to the Subscriber without deduction or interest. The Subscriber hereby waives any requirement for the Fund(s) or the Manager to communicate the acceptance of this subscription to the Subscriber.

3. **PURCHASE PRICE.**

Units of a Fund will be issued at a price per Unit equal to the applicable Series Net Asset Value per Unit (as defined in the amended and restated master trust agreement governing the affairs of the Funds, as it may be amended from time to time (the “**Trust Agreement**”)) at 4:00 p.m. (Toronto time) on the purchase date.

4. **MINIMUM PURCHASE.**

The minimum initial purchase amounts and the minimum additional purchase amounts are set forth in the Information Memorandum. The Manager reserves the right to change or waive the minimum amounts for initial and additional investments in a Fund from time to time.

5. **CLOSING.**

Units may be purchased on a Valuation Date. “**Valuation Date**” means (i) in relation to the Capstone Treasury Pool, each business day, (ii) in relation to the Capstone Traditional Equity Pool, Capstone Non-Traditional Equity Pool and Capstone Fixed Income Pool, the last business day of each week and any other business day designated by the Manager as a Valuation Date for the Fund, and (iii) in relation to the Capstone Private High Income Pool and Capstone Mortgage Pool, the last business day of each month and any other business day designated by the Manager as a Valuation Date for the Fund. To purchase units on a particular Valuation Date, the subscription must be received and accepted by the Manager no later than 4:00 p.m. (Toronto time) on that Valuation Date. Subscriptions received and accepted after 4:00 p.m. (Toronto time) on a Valuation Date will be processed on the next Valuation Date. The Subscriber agrees to deliver payment of the Purchase Price by certified cheque, bank draft or other means acceptable to the Manager at the time the subscription is delivered to the Manager. The Manager will not accept this subscription until payment of the Purchase Price has been received and this Subscription Agreement and any additional required account opening documents have been duly completed and received by the Manager. Any subscription funds delivered prior to the purchase date will be held (without interest accruing) for the Subscriber pending acceptance of the subscription. The number of Units acquired by the Subscriber will be confirmed in a statement delivered to the Subscriber after the subscription has been accepted.

6. **TRUST AGREEMENT AND INFORMATION MEMORANDUM.**

The Subscriber acknowledges that the Fund(s) and the Subscriber’s rights as a unitholder of the Fund(s) are governed by the terms of the Trust Agreement. A copy of the Trust Agreement is available to the Subscriber upon request. In addition, the Subscriber further acknowledges that it has received, reviewed and fully understands the Information Memorandum, and in particular, the disclosure therein set out under the heading Risk Factors.

7. **INVESTMENT IN UNDERLYING FUNDS**

The Subscriber acknowledges that the Manager may from time to time invest the assets of a Fund in securities of one or more investment funds or other investment vehicles managed or advised by the Manager (including securities of other Funds, securities of Capstone Mortgage Opportunities Fund LP and securities of Capstone First Mortgage Fund LP), provided such investments are consistent with the Fund’s investment objective and strategies. By signing this Subscription Agreement, the Subscriber consents to such investments.



8. **REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS OF THE SUBSCRIBER.**

The Subscriber acknowledges, represents, warrants and covenants to and with the applicable Fund(s) and the Manager that:

- (a) the Subscriber is resident of, or otherwise subject to the securities laws of, the jurisdiction set out under "Subscriber Information" above and is not a resident of, or otherwise subject to the securities laws of, any other jurisdiction;
- (b) the Subscriber or the Disclosed Beneficial Purchaser (as applicable) is purchasing Units as principal for its own account, and not for the benefit of any other person, to be held for investment only and not with a view to the resale, distribution or other disposition of all or any of the Units;
- (c) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of Units, such issuance is exempt from the prospectus requirements of applicable securities legislation, and:
 - (i) the Subscriber is restricted from using the civil remedies that would otherwise be available;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided; and
 - (iii) the Fund(s) are relieved from certain obligations that would otherwise apply,

under certain applicable securities legislation if the Units were sold pursuant to a prospectus;

- (d) if not an individual, the Subscriber has not been formed, created or established, nor is it being used, solely to purchase or hold securities in reliance on an exemption from the prospectus requirements under applicable securities laws;
- (e) in the case of the purchase of Units by the Subscriber as agent or trustee for a Disclosed Beneficial Purchaser, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with the subscription contemplated herein on behalf of the Disclosed Beneficial Purchaser, to agree to the terms and conditions herein and therein set out on behalf of the Disclosed Beneficial Purchaser and to make such representations, warranties, acknowledgements and covenants herein and therein contained on behalf of the Disclosed Beneficial Purchaser, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, the Disclosed Beneficial Purchaser;
- (f) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and investment risks of the purchase of Units hereunder and acknowledges that the Units are a speculative investment and involve a substantial degree of risk and the Subscriber is able to bear the economic risk of loss of the investment;
- (g) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Fund(s), the Manager, or, where applicable, their partners, officers, directors, employees or agents;
- (h) the Subscriber acknowledges that the Units are not transferrable, except in the limited circumstances set out in the Trust Agreement;
- (i) the Subscriber acknowledges that no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to, the Units;
- (j) the Subscriber is not (i) a "designated beneficiary" within the meaning of the Income Tax Act (Canada) (the "Tax Act"), (ii) a "non-resident" of Canada within the meaning of the Tax Act, (iii) a "tax shelter", a "tax shelter investment" or an entity an investment in which would be a "tax shelter investment" or which a "tax shelter investment" has an interest, within the meaning of the Tax Act, (iv) a partnership (other than a "Canadian Partnership") for the purposes of the Tax Act, (v) a "financial institution" within the meaning of section 142.2 of the Tax Act; or (vi) a partnership which does not contain a prohibition against investment by persons or entities referred to in the foregoing paragraphs and, in the event that the Subscriber's status in this respect changes, the Subscriber hereby undertakes to immediately notify the Manager in writing of such change in status;



- (k) the Subscriber (i) acknowledges that the Units have not been and will not be registered under the *Securities Act 1933*, as amended, of the United States (the “**U.S. Securities Act**”), and may not be offered or sold in the United States or to any U.S. Person, as defined in Rule 902(k) of Regulation S under the U.S. Securities Act, unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, (ii) is not, and is not purchasing Units for the account or benefit of, a U.S. Person under the U.S. Securities Act or for resale in the United States or to a U.S. Person in violation of United States federal or state securities laws, was not offered the Units in the United States and did not execute or deliver this Subscription Agreement or related documents in the United States, and (iii) agrees not to offer or sell the Units in the United States or to a U.S. Person;
- (l) the Subscriber has no knowledge of a “material fact” or “material change” (as those terms are defined in applicable securities legislation) in the affairs of the Fund(s) that has not been generally disclosed to the public, save knowledge of this particular transaction;
- (m) if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto;
- (n) if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions in connection therewith, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
- (o) 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, and, if the Subscriber is not an individual, the constating documents of, the Subscriber, or of any agreement to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (p) this Subscription Agreement has been duly executed and delivered, and, if applicable, authorized, by the Subscriber, and, when accepted by the Manager, will constitute a legal, valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms; and
- (q) none of the funds being used by the Subscriber to purchase Units are to the Subscriber’s knowledge proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used by the Subscriber to purchase the Units which will be advanced by the Subscriber to the applicable Fund(s) 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 Manager or the applicable Fund(s) may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge, none of the funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber.



9. **PROSPECTUS EXEMPTION.**

The Subscriber or the Disclosed Beneficial Purchaser (as applicable) (please check one box as applicable):

(a) **Accredited investor exemption**

- ☐ is resident in a Canadian province or territory, is an “accredited investor” as defined in National Instrument 45-106 *Prospectus Exemptions* and (i) has completed **Schedule A** to this Subscription Agreement to confirm the specific category(ies) under which it so qualifies as an accredited investor, and (ii) if the Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of **Schedule A**, has completed and executed Form 45-106F9 *Form for Individual Accredited Investors* attached as **Schedule B** to this Subscription Agreement; **OR**

Common Exemptions: (d) Registrant firm (j) \$1M liquid assets (r) Charity
 (e) Registrant individual (k) \$200/300k income (t) Accredited owners
 (e.1) Former registrant (l) \$5M assets (w) Trust
 (i) Pension (m) \$5M corporate assets

(b) **Minimum amount investment exemption (non-individuals only)**

- ☐ is not an individual, is resident in a Canadian province or territory and is purchasing Units of a series of a Fund with an aggregate acquisition cost of not less than CAD \$150,000 paid in cash at the time of purchase; **OR**

(c) **Additional investment exemption**

- ☐ has already purchased Units of the same series of the same Fund as are subscribed for hereunder for an aggregate acquisition cost of not less than CAD\$150,000 paid in cash at the time of purchase, and at the date of this subscription continues to own Units of that same series of that same Fund with a current net asset value or aggregate acquisition cost of not less than CAD\$150,000.

10. **RELIANCE UPON REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS.**

The Subscriber acknowledges that the foregoing representations, warranties, covenants and acknowledgments are made by the Subscriber with the intent that they may be relied upon by the Fund(s), the Manager and their counsel in determining the eligibility of the Subscriber to purchase the Units under applicable securities laws. The Fund(s), the Manager and their counsel shall be entitled to rely on the representations, warranties, covenants and acknowledgments of the Subscriber contained herein, and the Subscriber shall indemnify and hold harmless the Fund(s), the Manager and their counsel for any losses, claims, costs, expenses, damages or liabilities they may suffer or incur which are caused by or arise from, directly or indirectly, their reliance thereon.

11. **SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS.**

All of the representations, warranties, covenants and acknowledgments set out in this Subscription Agreement will be true as at the date of this Subscription Agreement and on the closing date of the purchase of Units contemplated hereunder, and on the date of any subsequent purchase of Units, as if the representations, warranties and covenants were made at that time and will survive the closing date of the purchase of Units contemplated hereunder, and the date of any subsequent purchase of Units. The Subscriber hereby covenants and agrees to promptly notify the Manager of any change to the representations, warranties, covenants and acknowledgments of, or other information relating to, the Subscriber contained in this Subscription Agreement or otherwise provided to the Manager.

12. **DEALER AUTHORIZATION.**

The Subscriber hereby authorizes the Manager to rely on and accept instructions from the Subscriber’s dealer, if any, identified on page 3 of this Subscription Agreement on the Subscriber’s behalf in connection with purchases, redemptions and transfers of Units, and agrees to indemnify the applicable Fund(s) and the Manager against all losses, claims, costs, expenses and damages or liabilities which they may suffer or incur arising from the reliance of the Manager on any improper instructions provided by such dealer.



13. COLLECTION AND USE OF PERSONAL INFORMATION.

The Subscriber acknowledges and consents to the Manager's collection of the personal information relating to the Subscriber contained in this Subscription Agreement or gathered in connection with the Subscriber's investment in the applicable Fund(s). The Subscriber acknowledges that such personal information will be collected and used by the Manager in order to administer and manage the Fund(s) and the Subscriber's investment in the Fund(s), and may be disclosed to third parties that provide administrative and other services in respect of the Fund(s). In addition, such personal information may be collected, used and disclosed for the purposes of meeting legal, regulatory, self-regulatory, security and audit requirements (including any applicable tax, securities, anti-money laundering or anti-terrorism legislation, rules or regulations) and as otherwise permitted or required by law, which disclosures may include disclosures to tax, securities or other regulatory or self-regulatory authorities in Canada and/or in foreign jurisdictions, if applicable, in connection with the regulatory oversight mandate of such authorities.

The Subscriber hereby acknowledges that it has been notified (a) that delivery is required to be made to certain securities regulatory authorities or regulators of certain personal information regarding the Subscriber including, without limitation, the Subscriber's name, address, telephone number and email address, the number and type of securities purchased by the Subscriber, the date of the purchase and the amount paid by the Subscriber, the prospectus exemption relied upon to distribute securities to the Subscriber, and whether or not the Subscriber is registered under the securities legislation of any province or territory of Canada, (b) that the personal information is being collected by the securities regulatory authorities or regulators under the authority granted to such regulatory authorities or regulators in securities legislation and is being collected for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction, and (c) of the title, business address and business telephone number of the public official in the Subscriber's local jurisdiction who can answer questions about the applicable security regulatory authorities' or regulators' indirect collection of information, as set out in **Schedule C** to this Subscription Agreement. The Subscriber hereby authorizes the indirect collection of information by the securities regulatory authorities or regulators.

14. NOTICE.

Any notice to be given under this Subscription Agreement shall be deemed to be properly given when in writing and delivered by hand or communicated by facsimile or e-mail on any business day to the following address for notice of the intended recipient:

(a) for the Subscriber:

To the address of the Subscriber set out under "Subscriber Information" on page 5 of this Subscription Agreement

(b) for the Manager:

Capstone Asset Management Inc.
210 - 19923 80A Avenue
Langley, British Columbia V2Y 0E2
Attention: Stephen Smith
Facsimile: 604-546-1501
E-mail: info@capstoneassets.ca

15. COSTS.

The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber will be borne by the Subscriber.



16. MISCELLANEOUS.

- (a) This Subscription Agreement is governed by and interpreted according to the laws of British Columbia, and the federal laws of Canada applicable therein, and the parties hereby agree to submit to the jurisdiction of the courts of the province of British Columbia in connection with any disputes arising hereunder.
- (b) Time is of the essence of this Subscription Agreement.
- (c) Neither the Subscriber nor the Fund(s) may set over or assign all or any part of their interest in or to this Subscription Agreement without the written consent of the other and any purported assignment without such consent is void.
- (d) Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, including the Trust Agreement, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Units and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or by common law, by the Fund(s), by the Subscriber, or by any other person. In the event that execution pages are delivered to the Fund(s) without this entire Agreement, the Manager and each applicable Fund is entitled to assume that the Subscriber has accepted all of the terms and conditions contained in the parts of this Subscription Agreement that are not returned, without amendment or modification. In the event of any inconsistency between the provisions of this Subscription Agreement and the Trust Agreement, the provisions of the Trust Agreement shall prevail.
- (e) Neither this Subscription Agreement nor any provisions hereof will be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
- (f) This Subscription Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The applicable Fund(s) and the Manager will be entitled to rely upon delivery by facsimile machine or via email of an executed copy of this Subscription Agreement and acceptance by the Manager on behalf of the applicable Fund(s) of such facsimile or email copy will be legally effective to create a valid and binding agreement between the Subscriber and the Fund(s) in accordance with the terms hereof.
- (g) This Subscription Agreement shall enure to the benefit of and be binding upon the applicable Fund(s) and the Subscriber and their respective successors, permitted assigns and other legal representatives.
- (h) The Subscriber covenants and agrees to execute and deliver such further documents and provide such further assurances and information as may be required by the Manager, from time to time, to give effect to this subscription or to comply with applicable securities and other laws, including, without limiting the generality of the foregoing, all documents, assurances, undertakings and other information as may be required from time to time under applicable securities laws, anti-money laundering and anti-terrorist financing legislation, or domestic and foreign tax reporting requirements and legislation, and by all regulatory or governmental bodies or stock exchanges having jurisdiction over the Funds' or the Manager's affairs.
- (i) The parties hereto have agreed that this Subscription Agreement, and all documents related hereto, be drawn up in the English language only. Les parties aux présentes ont convenu que cette convention, la notice d'offre et tous les documents y afférent soient rédigés en langue anglaise seulement.



SCHEDULE C

PUBLIC OFFICIAL CONTACTS FOR QUESTIONS REGARDING COLLECTION OF INFORMATION

The following public officials can answer questions about the security regulatory authority's or regulator's indirect collection of personal information:

Alberta Securities Commission

Suite 600, 250 – 5th Street SW
 Calgary, Alberta T2P 0R4
 Telephone: 403-297-6454
 Toll free in Canada: 1-877-355-0585
 Facsimile: 403-297-2082
 Public official contact regarding indirect collection of information: FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
 701 West Georgia Street
 Vancouver, British Columbia V7Y 1L2
 Inquiries: 604-899-6854
 Toll free in Canada: 1-800-373-6393
 Facsimile: 604-899-6506
 E-mail: FOI-privacy@bcsc.bc.ca
 Public official contact regarding indirect collection of information: FOI Inquiries

The Manitoba Securities Commission

500 – 400 St. Mary Avenue
 Winnipeg, Manitoba R3C 4K5
 Telephone: 204-945-2561
 Toll free in Manitoba: 1-800-655-5244
 Facsimile: 204-945-0330
 Public official contact regarding indirect collection of information: Director

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
 Saint John, New Brunswick E2L 2J2
 Toll free in Canada: 1-866-933-2222
 Facsimile: 506-658-3059
 E-mail: info@fcnb.ca
 Public official contact regarding indirect collection of information: Chief Executive Officer and Privacy Officer

**Government of Newfoundland and Labrador
Financial Services Regulation Division**

P.O. Box 8700
 Confederation Building
 2nd Floor, West Block
 Prince Philip Drive
 St. John's, Newfoundland and Labrador A1B 4J6
 Attention: Director of Securities
 Telephone: 709-729-4189
 Facsimile: 709-729-6187
 Public official contact regarding indirect collection of information: Superintendent of Securities

Government of the Northwest Territories

Office of the Superintendent of Securities
 P.O. Box 1320
 Yellowknife, Northwest Territories X1A 2L9
 Telephone: 867-767-9305
 Facsimile: 867-873-0243
 Public official contact regarding indirect collection of information: Superintendent of Securities

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
 Duke Tower
 P.O. Box 458
 Halifax, Nova Scotia B3J 2P8
 Telephone: 902-424-7768
 Facsimile: 902-424-4625
 Public official contact regarding indirect collection of information: Executive Director

Government of Nunavut**Department of Justice**

Legal Registries Division
 P.O. Box 1000, Station 570
 1st Floor, Brown Building
 Iqaluit, Nunavut X0A 0H0
 Telephone: 867-975-6590
 Facsimile: 867-975-6594
 Public official contact regarding indirect collection of information: Superintendent of Securities

Ontario Securities Commission

20 Queen Street West, 22nd Floor
 Toronto, Ontario M5H 3S8
 Telephone: 416-593-8314
 Toll free in Canada: 1-877-785-1555
 Facsimile: 416-593-8122
 E-mail: exemptmarketfilings@osc.gov.on.ca
 Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
 P.O. Box 2000
 Charlottetown, Prince Edward Island C1A 7N8
 Telephone: 902-368-4569
 Facsimile: 902-368-5283
 Public official contact regarding indirect collection of information: Superintendent of Securities



Autorité des marchés financiers

800, rue du Square-Victoria, 22e étage

C.P. 246, tour de la Bourse

Montréal, Québec H4Z 1G3

Telephone: 514-395-0337 or 1-877-525-0337

Facsimile: 514-873-6155 (For filing purposes only)

Facsimile: 514-864-6381 (For privacy requests only)

E-mail: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);

fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)

Public official contact regarding indirect collection of information: Corporate Secretary

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive

Regina, Saskatchewan S4P 4H2

Telephone: 306-787-5845

Facsimile: 306-787-5899

Public official contact regarding indirect collection of information: Director

Office of the Superintendent of Securities

Government of Yukon

Department of Community Services

307 Black Street, 1st Floor

P.O. Box 2703, C-6

Whitehorse, Yukon Y1A 2C6

Telephone: 867-667-5466

Facsimile: 867-393-6251

E-mail: securities@gov.yk.ca

Public official contact regarding indirect collection of information: Superintendent of Securities



EXECUTION BY SUBSCRIBER

By executing this Subscription Agreement, the Subscriber acknowledges and agrees to be bound by the terms and conditions of this Subscription Agreement, including all Schedules hereto, and by the terms and conditions of the Information Memorandum. The Subscriber certifies that the information, representations, warranties, covenants and acknowledgments provided by the Subscriber in this Subscription Agreement, including all schedules hereto, are complete and true in all respects.

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| Is the Subscriber registered under the securities legislation of any province or territory of Canada? Yes No | |

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| Is the Joint Subscriber registered under the securities legislation of any province or territory of Canada? Yes No | |

Joint Accounts: Each of the joint Subscribers must, if purchasing Units under the "accredited investor" exemption, complete a separate Accredited Investor Certificate attached hereto as **Schedule A** and, if applicable, Form 45-106F9 Form for Individual Accredited Investors attached hereto as **Schedule B**. The joint Subscribers hereby confirm that the Units are to be held by the joint Subscribers as joint tenants with right of survivorship and not as tenants in common, and the Manager is hereby authorized to take instructions from either of the joint Subscribers individually without the consent of the other. Unless the joint Subscribers both instruct the Manager differently, (i) allocations for tax purposes will be made to each joint Subscriber in equal amounts, and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the account from which wire payment for the subscription for Units was received. [check to agree]

REGISTRATION INSTRUCTIONS (for nominee accounts only)

Same as above

| | |
|------------------------------|------------------|
| _____ | _____ |
| NAME | TELEPHONE NUMBER |
| _____ | _____ |
| ADDRESS (NO P.O. BOX NUMBER) | EMAIL |
| _____ | |
| CITY, PROVINCE, POSTAL CODE | |

DETAILS OF BENEFICIAL PURCHASER (if purchasing as agent or trustee for a principal)

| | |
|------------------------------|--|
| _____ | _____ |
| NAME | TELEPHONE NUMBER |
| _____ | _____ |
| ADDRESS (NO P.O. BOX NUMBER) | EMAIL |
| _____ | Is the Disclosed Beneficial Purchaser registered under the securities legislation of any province or territory of Canada? Yes No |
| CITY, PROVINCE, POSTAL CODE | |

CAPSTONE USE ONLY

Representative or Advisor

Per: _____
 Name: _____
 Title: _____

Acceptance by the Manager

The Manager hereby accepts this subscription on behalf of the applicable Fund(s) as set forth above on page 4 of this Subscription Agreement.

CAPSTONE ASSET MANAGEMENT INC.

Per: _____
 Authorized Signatory

Date: _____

