



APREIT

Subscription Agreement For Trust Units

No:

TO: AP Capital REIT (the "Trust" or the "Issuer")

The undersigned (the "Subscriber") irrevocably subscribes for and agrees to purchase the number of Trust Units, from such Class (each a "Class", each a "Unit" and collectively the "Units") of the Issuer set out below, at the aggregate subscription price (the "Purchase Price") set out below, upon and subject to the terms and conditions set out in "Terms and Conditions of Subscription for Trust Units of AP Capital REIT", attached to this page (this page and the attached together being referred to as the "Subscription Agreement").

1: Plan Type, 2: Investment Amount, 3: Dividend Election

4A: Subscriber Information

Subscriber personal information fields including name, address, telephone, and SIN.

4B: Joint Subscriber Information

Joint subscriber personal information fields including name, address, telephone, and SIN.

5: Registration (This section is required for Registered investors)

Registration details including registrant name, address, and contact information.

6: Dealer / Rep Code (if applicable) and 7: Dealer / Representative Name

Dealer and representative information fields.

8: Subscriber(s) Signature

Signature lines for subscriber and joint subscriber, and date of signature.

AP CAPITAL REIT

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (THE TRUST UNITS – NON-REPORTING ISSUER)

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES TO ARE SUBJECT TO A HOLD PERIOD IN ALL OF THE PROVINCES OF CANADA AND MAY NOT BE TRADED IN ANY OF THE PROVINCES OF CANADA EXCEPT AS PERMITTED BY APPLICABLE SECURITIES LEGISLATION.

INSTRUCTIONS TO SUBSCRIBER

1. After reviewing the terms and conditions of this Subscription Agreement, the Subscriber must complete (including, where applicable, ticking boxes and initialing), sign, and return copies of all applicable schedules, appendices, acknowledgements and certificates to AP Capital REIT (the “**Trust**”), or as the Trust may direct, including any further documentation as may be required by the Trust to confirm the eligibility of the Subscriber under applicable securities laws.
2. Subscribers resident in **British Columbia** and relying on the “offering memorandum” exemption to the prospectus requirement in section 2.9 of National Instrument 45-106 *Prospectus and Registration Exemptions* (“**NI 45-106**”) (the “**Offering Memorandum Exemption**”) must complete and sign: (i) two copies of the Risk Acknowledgement Form attached as Schedule A hereto.
3. Subscribers resident in **Manitoba** and relying on the Offering Memorandum Exemption must complete and sign: (i) two copies of the Risk Acknowledgement Form attached as Schedule A hereto; and (ii) if investing more than \$10,000, the Eligible Investor Questionnaire attached as Schedule B hereto.
4. Subscribers resident in **Alberta, Ontario or Saskatchewan** and relying on the Offering Memorandum Exemption must: (i) complete and sign two copies of the Risk Acknowledgement Form attached as Schedule A hereto; and (ii) if the Subscriber is an individual, must complete two copies of Schedule A1 and Schedule A2 attached to the Risk Acknowledgement Form Schedule A. Subscribers investing more than \$10,000 in a 12 month period must meet the definition of “Eligible Investor”. Subscribers investing more than \$30,000 (but not more than \$100,000) in a 12 month period must meet the definition of “Eligible Investor” and have received suitability advice with respect to the investment from a portfolio manager, investment dealer or exempt market dealer.

These limits do not apply to accredited investors (as defined in NI 45-106) or persons described in section 2.5 of NI 45-106 (however, such investors must complete Schedule A1 and Schedule A2 attached to the Risk Acknowledgement Form attached as Schedule A hereto).
5. Subscribers purchasing under the “**Accredited Investor**” exemption to the prospectus requirement in section 2.3 of NI 45-106 (the “Accredited Investor Exemption”) must complete and sign: (i) the Accredited Investor Certificate attached as Schedule C hereto; (ii) if applicable, the Risk Acknowledgment Form for Individual Accredited Investors attached as Schedule C1 to the Accredited Investor Certificate attached as Schedule C hereto. In order for the Trust to satisfy its obligations under applicable Canadian securities laws, the Subscriber may be required to provide additional evidence to verify the information provided in the Accredited Investor Certificate attached as Schedule C hereto.
6. Subscribers purchasing under the “**Minimum Investment**” exemption (\$150,000) to the prospectus requirement in section 2.10 of NI 45-106 (the “Minimum Investment Exemption”), that are not individuals (as defined in applicable Canadian securities laws), must complete and sign: (i) the Minimum Investment Certificate attached as Schedule D hereto.

PROCEDURE AND DELIVERY

Subscription Agreements (including schedules, appendices, certificates and acknowledgements, as applicable) should be completed, signed and delivered with payment for the full amount of the subscription proceeds, payable to “AP Capital REIT”.

Cheque: Personal or Certified. Money Order or Bank Draft accepted. Investments with Registered funds come via the Trustee.

AP CAPITAL REIT
1601 – 128 West Pender Street
Vancouver, British Columbia V6B 1R8
Attention: Investor Relations
Email: investor@apcapital.ca

Appendix "A"

1. Subscription

- 1.1 The Subscriber hereby irrevocably subscribes for and agrees to purchase that number of Units as is set forth on the cover page of this Subscription Agreement at the price per Class of Unit shown on the cover page of this Subscription Agreement, for the aggregate price shown on the cover page of this Subscription Agreement, which is tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth in this Subscription Agreement (collectively, the "**Subscription**"). The Units are those described as such in the Offering Memorandum prepared by the Trust dated April 30, 2017 (the "**Offering Memorandum**"), as may be amended and restated from time to time.
- 1.2 The Subscriber acknowledges that the Units have been offered to the Subscriber as part of an offering by the Trust of additional Units to other subscribers.
- 1.3 All dollar amounts referred to in this Subscription Agreement, including the schedules, appendices, certificates and attached hereto, are in lawful money of Canada, unless otherwise indicated.
- 1.4 Subject to the terms hereof, the Subscription will be effective upon its acceptance by the Trust. The Subscriber acknowledges and agrees that this Subscription Agreement and any other documents delivered in connection herewith will be held by or on behalf of the Trust, and that the aggregate price will be held by or on behalf of the Trust. In the event that this Subscription is not accepted by the Trust for whatever reason, which the Trust expressly reserves the right to do, the Trust will return the aggregate price to the Subscriber at the address of the Subscriber as set forth on the cover page of this Subscription Agreement, or as otherwise directed by the Subscriber, without interest or deduction. If this Subscription is accepted only in part, the Subscriber understands that a cheque representing the portion of the aggregate price for that portion of the Subscription that is not accepted will be promptly delivered to the Subscriber at the address of the Subscriber as set forth on the cover page of this Subscription Agreement, or as otherwise directed by the Subscriber, without interest or deduction.

2. Payment for Units

- 2.1 The aggregate price as set forth on the cover page of this Subscription Agreement must accompany this Subscription and will be paid by certified cheque, money order, bank draft or wire transfer and payable to "AP CAPITAL REIT", or payable in such other manner as may be specified by the Trust.

3. Securities Laws Exemption Matters and Deliveries

- 3.1 The Subscriber acknowledges that the Trust intends to issue the Units in reliance on an exemption (the "**Exemption**") from the prospectus requirements of the applicable securities laws and regulations (collectively, the "**Legislation**") in all jurisdictions relevant to this Subscription, and, as a consequence, the Subscriber will not be entitled to use most of the civil remedies available under the Legislation and the Subscriber will not receive information that would otherwise be required to be provided to the Subscriber pursuant to the Legislation.
- 3.2 The Subscriber agrees to provide the Trust with such information and to execute and deliver to the Trust such securities forms as the Trust may require, and such other undertakings, questionnaires and other documents as the Trust may request in order to enable it to determine the availability of an Exemption, including the following:
 - (a) one completed and executed copy of this Subscription Agreement;

- (b) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of **British Columbia**:
 - (i) the Risk Acknowledgement Form attached as Schedule A.
- (c) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of **Manitoba**:
 - (i) the Risk Acknowledgement Form attached as Schedule A hereto, and
 - (ii) if the Subscriber is investing more than \$10,000 pursuant to the Offering Memorandum Exemption, the Eligible Investor Questionnaire attached as Schedule B hereto;
- (d) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of **Alberta, Ontario or Saskatchewan**:
 - (i) the Risk Acknowledgement Form attached as Schedule A hereto, and
 - (ii) if the Subscriber is an individual and investing more than \$10,000 in a 12 month period pursuant to the Offering Memorandum Exemption, Schedule A1 and Schedule A2 attached to the Risk Acknowledgement Form Schedule A, and, if applicable, subject to the investment limits described in such schedules;
- (e) if the Subscriber is relying on the **Accredited Investor** Exemption and the Subscriber is resident in or otherwise subject to the securities laws of British Columbia, Alberta, Manitoba, Ontario or Saskatchewan:
 - (i) the Accredited Investor Certificate attached as Schedule C hereto, along with any additional evidence that may be requested by the Trust to verify the information provided in the Accredited Investor Certificate,
 - (ii) if applicable, the Risk Acknowledgment Form for Individual Accredited Investors attached as Schedule C1 to the Accredited Investor Certificate attached as Schedule C hereto,
 - (iii) such other supporting documentation that the Trust or its legal counsel may request to establish the Subscriber's qualification to rely on the Exemption;
- (f) if the Subscriber is not an individual and relying on the **Minimum Investment** Exemption and the Subscriber is resident in or otherwise subject to the securities laws of British Columbia, Alberta, Manitoba, Ontario or Saskatchewan:
 - (i) the Minimum Investment Certificate attached as Schedule D hereto,
 - (ii) such other supporting documentation that the Trust or its legal counsel may request to establish the Subscriber's qualification to rely on the Exemption; and

Such information, forms, undertakings, questionnaires and other documents form part of and are incorporated into this Subscription with the same effect as if each constitutes a representation and warranty of the Subscriber set forth hereof.

4. Closings

4.1 Closings (each, a “**Closing**”) of subscriptions for Units will occur from time to time on such days as are selected by the Trust for closings of subscriptions. The Trust will provide the subscribers with not less than one business day’s notice in writing of each subsequent closing date.

4.2 If the Closing does not occur, the Trust shall return any funds, certified cheques, money orders or bank drafts delivered by the Subscriber to the Trust representing the aggregate price for the Units, without interest or deduction, to the Subscriber.

4.3 The Subscriber acknowledges and agrees that Clark Wilson LLP has acted as counsel only to the Trust and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Trust and Clark Wilson LLP have given the Subscriber the opportunity to seek, and have recommended that the Subscriber obtain, independent legal advice with respect to the subject matter of this Subscription Agreement and, further, the Subscriber hereby represents and warrants to the Trust and Clark Wilson LLP that the Subscriber has sought independent legal advice or it hereby waives such advice.

5. Acknowledgements of Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) the Subscriber has received a copy of the Offering Memorandum;
- (b) there is no market for the Units and that no market for the Units may ever exist;
- (c) the Subscriber is aware that an investment in the Units is speculative and involves certain risks, including the possible loss of the investment;
- (d) the Subscriber understands and agrees that the Trust and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this Subscription Agreement and any schedules, appendices, acknowledgements, certificates and other documents completed herewith, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Trust;
- (e) any transfer, resale or other subsequent disposition of the Units will be subject to restrictions set out by the Trust and may be subject to restrictions contained in the Legislation applicable to the holder of the Units or to the proposed transferee, including, but not limited to, resale restrictions under the Legislation, as applicable;
- (f) the Trust is not a reporting issuer in any province or territory of Canada and, accordingly, any applicable hold periods under the Legislation may never expire, and the Units may be subject to restrictions on resale for an indefinite period of time;
- (g) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Units setting forth or referring to the restrictions on transferability and sale thereof contained in this Subscription Agreement and the Trust, with such legend(s) to be substantially as follows:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) THE ISSUANCE DATE, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

- (h) no person has made to the undersigned any written or oral representations:
 - (i) that any person will resell or repurchase the Units;
 - (ii) that any person will refund the aggregate price for the Units other than as provided in this Subscription;
 - (iii) as to the future price or value of the Units; or
 - (iv) that the Units will be listed and posted for trading on a stock exchange, that application has been made to list and post the Units for trading on a stock exchange, or that application has been made to list and post the Units for trading on a stock exchange;
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;
- (j) by execution hereof the Subscriber has waived the need for the Trust to communicate its acceptance of the purchase of the Units pursuant to this Subscription Agreement;
- (k) the Subscriber will indemnify and hold harmless the Trust, the Manager, and their respective directors, officers, employees, agents, advisors and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein, any questionnaire or in any other document furnished by the Subscriber to the in connection herewith, being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the in connection therewith;
- (l) the Subscriber has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of an investment in the Units and with respect to applicable resale restrictions and it is solely responsible (and the Trust is in no way responsible) for compliance with applicable resale restrictions;
- (m) there is no government or other insurance covering any of the Units;
- (n) none of the Units have been or will be registered under the United States Securities Act of 1933, as amended (the “**1933 Act**”) or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Rule 902 of Regulation S (defined below)), except in accordance with the provisions of Regulation S under the 1933 Act (“**Regulation S**”), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable securities laws;
- (o) the Trust has not undertaken, and will have no obligation, to register any of the Units under the 1933 Act or any other securities legislation;
- (p) the Trust will refuse to register the transfer of any of the Units to a U.S. Person or to a person in the United States not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws;

- (q) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Trust, and the Subscriber acknowledges and agrees that the Trust reserves the right to reject any Subscription for any reason.

6. Representations and Warranties of the Subscriber

- 6.1 The Subscriber hereby represents and warrants to and covenants with the Trust (which representations, warranties and covenants will be true and correct as at the time of delivery of Units with the same force and effect as if they had been made by the Subscriber at such time, and shall survive the Closing) that:
- (a) the Subscriber is not a U.S. Person;
 - (b) the Subscriber is acquiring the Units as a principal (and not as an agent) for investment purposes only, with no intention or view to reselling or distributing any portion or beneficial interest in the Units, and the Subscriber will be the beneficial owner of any Units to be issued to the Subscriber if, as and when this Subscription is accepted by the Trust in whole or in part;
 - (c) the Subscriber is resident in the jurisdiction identified in the address of the Subscriber set forth on the cover page of this Subscription Agreement, which address is the residence or place of business of the Subscriber and was not created or used solely for the purpose of acquiring the Units;
 - (d) if the Subscriber is resident outside of Canada:
 - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) which would apply to the offer and sale of the Units,
 - (ii) the Subscriber is purchasing the Units pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,
 - (iii) the applicable securities laws of the International Jurisdiction do not require the Trust to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Units,
 - (iv) the purchase of the Units by the Subscriber does not trigger:
 - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
 - B. any continuous disclosure reporting obligation of the Trust in the International Jurisdiction,
 - (v) the Subscriber will, if requested by the Trust, deliver to the Trust 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 Trust, acting reasonably, and

- (vi) if it is a resident of the United Kingdom, it is a person of the kind described in Article 19 or 49(2)(a) to (e) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of its business;
- (e) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber, or, if the Subscriber is a partnership, syndicate or other form of unincorporated organization, the Subscriber has all necessary approvals of relevant parties to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber;
- (f) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (g) the Subscriber has duly completed, executed and delivered to the Trust, as applicable, all securities forms, schedules, appendices, certificates, acknowledgements and other documents requested by the Trust in order to enable the Trust to determine the availability of an Exemption pursuant to section 3.2 hereof;
- (h) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment in the Units and is able to bear the economic risk of loss of such investment;
- (i) the Subscriber has read the Offering Memorandum and has had the opportunity to ask questions of, and receive answers from, the Trust, or a person authorized to act on behalf of either the Trust, concerning the business and affairs of the Trust and the attributes of the Units which the Subscriber deems necessary and appropriate;
- (j) in investing in the Units, the Subscriber is relying solely on the representations and warranties contained in the Offering Memorandum;
- (k) the Subscriber has sought no advice in relation to the investment in the Units from the Trust, the Manager, or any of its affiliates, associates, agents, employees or representatives and neither the Trust nor any of its affiliates, associates, agents, employees or representatives has provided any advice to the Subscriber in relation to such purchase, and the Subscriber has been advised to consult with its own advisers with respect to an investment in the Units;
- (l) the Subscriber has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (m) none of the funds being used to purchase the Units are, to the Subscriber's knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Units which will be advanced, directly or indirectly, by or on behalf of the Subscriber to the Trust or to the account of the Trust hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") (or any other legislation of a similar nature of an International Jurisdiction) and the Subscriber

acknowledges that the Trust may in the future be required by law to disclose the Subscriber's (including each disclosed principal's) name and other information relating to this Subscription Agreement and the Subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Subscriber's knowledge, none of the funds to be provided by the Subscriber (or, for certainty the disclosed principal, if any), are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber shall promptly notify the Trust if the Subscriber discovers that any of such representations cease to be true, and shall promptly provide the Trust with all necessary information in connection therewith;

- (n) the Subscriber acknowledges that the representations and warranties contained in this Subscription Agreement, including, as applicable, any acknowledgements or certificates attached as Schedules and Appendices hereto, are made by the Subscriber with the intention that they may be relied upon by the Trust and its legal counsel in determining the Subscriber's eligibility to acquire the Units under relevant Legislation. The Subscriber further agrees that by accepting delivery of the Units, the Subscriber will be representing and warranting that the foregoing representations and warranties are true and correct as at the time of delivery of such Units with the same force and effect as if they had been made by the Subscriber at such time, and that they shall survive the completion of the transactions contemplated under this Subscription and remain in full force and effect thereafter for the benefit of the Trust for a period of one year.

7. Collection of Personal Information

- 7.1 The Subscriber acknowledges and consents to the fact that the Trust is collecting the Subscriber's personal information for the purpose of fulfilling this Subscription Agreement and completing the offering. The Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be disclosed by the Trust to (a) stock exchanges or securities regulatory authorities, (b) the Trust's registrar and transfer agent, (c) Canadian tax authorities, (d) authorities pursuant to the PCMLTFA and (e) any of the other parties involved in the offering, including legal counsel, and may be included in record books in connection with the offering. By executing this Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information and to the retention of such personal information for as long as permitted or required by law or business practice. Notwithstanding that the Subscriber may be purchasing Units as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Trust, all as may be required by the Trust in order to comply with the foregoing.

Furthermore, the Subscriber is hereby notified that:

- (i) the Trust may deliver to any securities commission having jurisdiction over the Trust, the Subscriber or this subscription, including any Canadian provincial securities commissions (collectively, the "**Commissions**") certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the number of units or other securities of the Trust owned by the Subscriber, the number of Units purchased by the Subscriber and the total purchase price paid for such Units, the prospectus exemption relied on by the Trust and the date of distribution of the Units,
- (ii) such information is being collected indirectly by the Commissions under the authority granted to them in securities legislation,
- (iii) such information is being collected for the purposes of the administration and enforcement of the securities laws, and

- (iv) 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, ON M5H 3S8
 Telephone: (416) 593-3684

8. General

- 8.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber relating to the purchase of the Units shall be borne by the Subscriber.
- 8.2 This Subscription Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the jurisdiction of the Province of British Columbia.
- 8.3 This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Units by the Subscriber pursuant hereto.
- 8.4 This Subscription Agreement is not transferable or assignable.
- 8.5 The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.
- 8.6 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, 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 common law, by the Trust or by anyone else.
- 8.7 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the address on the cover page of this Subscription Agreement and notices to the Trust shall be directed to 1601 – 128 West Pender Street, Vancouver, British Columbia V6B 1R8.
- 8.8 This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.
- 8.9 The Subscriber hereby acknowledges that he or she will deliver to the Trust all such additional completed forms in respect of the Subscriber's purchase of the Units as may be required for filing with the appropriate securities commissions and regulatory authorities.

SCHEDULE A

FORM 45-106F4

WARNING

RISK ACKNOWLEDGEMENT FORM

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.

I am investing _____ in total; this includes any amount I am obliged to pay in future. The Trust will pay \$ _____ of this to _____ as a fee or commission.

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.

You have 2 business days to cancel your purchase.

To do so, send a notice to AP CAPITAL REIT stating that you want to cancel your purchase. You must send the notice before midnight Vancouver Time on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to AP CAPITAL REIT at its business address. Keep a copy of the notice for your records.

Issuer Name and Address: AP CAPITAL REIT
Up to July 2017: 1601 - 128 West Pender Street,
Vancouver, British Columbia V6B 1R8
After July 2017: 1795 – 555 Burrard Street,
Vancouver, British Columbia V7X-1M8
Fax: 604-608-9070
Email: investor@apcapital.ca

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 or regulator.

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

You will receive an offering memorandum

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

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. You may never be able to sell these securities.

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 will not receive ongoing information about this issuer.

For more information on the *exempt market*, call your local securities regulatory authority or regulator.

Alberta Securities Commission

Ph: (403) 297-6454

<http://www.albertasecurities.com>

British Columbia Securities Commission

Ph (604) 899-6500

<http://www.bsc.bc.ca>

**Securities Division
Financial and Consumer Affairs
Authority**

Ph: (306) 787-5645

<http://www.fcaa.gov.sk.ca>

**Manitoba Securities
Commission**

Ph: (204) 945-2548

<http://www.mbsecurities.ca/>

Ontario Securities Commission

Ph: (416) 593-8314

<https://www.osc.gov.on.ca>

**SCHEDULE A1
TO THE FORM 45-106F4 RISK ACKNOWLEDGEMENT FORM**

Complete this Form if you are a Subscriber in Alberta, Ontario or Saskatchewan who is a relying on the Offering Memorandum Exemption (unless you are a non-individual)

Classification of Subscribers Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule A2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 Prospectus Exemptions (NI 45-106) in Alberta, Ontario and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption

Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

A. You are an eligible investor because:		Your initials
ELIGIBLE INVESTOR	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

B. You are an eligible investor, as a person in section 2.3 [Accredited investor] of NI 45-106 or, as applicable, in Ontario, subsection 7.3(3) of the Securities Act (Ontario), because:		Your initials
ACCREDITED INVESTOR	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 this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$300,000 in each of the two most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
	Either alone or with your spouse, you have net assets worth more than \$5 million. (your net assets are your total assets, including real estate, minus your total debt.)	

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:		Your initials
FAMILY, FRIENDS AND BUSINESS ASSOCIATES	<p>You are:</p> <p>1) <input type="checkbox"/> [check all applicable boxes]</p> <p><input type="checkbox"/> a director of the Issuer or an affiliate of the Issuer</p> <p><input type="checkbox"/> an executive officer of the Issuer or an affiliate of the Issuer</p> <p><input type="checkbox"/> a control person of the Issuer or an affiliate of the Issuer</p> <p><input type="checkbox"/> a founder of the Issuer</p> <p>OR</p> <p>2) <input type="checkbox"/> [check all applicable boxes]</p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> A trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
	<p>You are a family member of _____ [Instruction: Insert the name of the person who is a relative either directly or through his or her spouse], who holds the following position at the Issuer or an affiliate of the Issuer:</p> <p>_____.</p> <p>You are the _____ of that person or that person's spouse. [Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</p>	
	<p>You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], who holds the following position at the Issuer or an affiliate of the Issuer: _____.</p> <p>You have known that person for _____ years.</p>	
	<p>You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the Issuer or an affiliate of the Issuer: _____.</p> <p>You have known that person for _____ years.</p>	
D. You are not an eligible investor.		Your initials
NOT AN ELIGIBLE INVESTOR	You acknowledge that you are not an eligible investor.	

**SCHEDULE A2
TO THE FORM 45-106F4 RISK ACKNOWLEDGEMENT FORM**

Complete this Form if you are a Subscriber in Alberta, Ontario or Saskatchewan who is relying on the Offering Memorandum Exemption (unless you are a non-individual)

Investment Limits for Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule A1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, Ontario and Saskatchewan.

SECTION 1 TO BE COMPLETED BY THE PURCHASER

1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption

You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule A 1. Initial the statement that applies to you.

A. You are an eligible investor.		Your initials
ELIGIBLE INVESTOR	As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable. Initial one of the following statements:	
	You confirm that, after taking into account your investment of \$ _____ today in this Issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.	
	You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable. You confirm that, after taking into account your investment of \$ _____ today in this Issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.	

B. You are an eligible investor, as a person described in section 2.3[Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the Securities Act (Ontario).		Your initials
ACCREDITED INVESTOR	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [Accredited investor], you are not subject to investment limits. Complete the Accredited Investor Certificate attached as Schedule C hereto.	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] of NI 45-106.		Your initials
FAMILY, FRIENDS AND BUSINESS ASSOCIATES	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [<i>Family, friends and business associates</i>], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
NOT AN ELIGIBLE INVESTOR	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$ _____ today in this Issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT

2. Registrant information

[*Instruction: this section must only be completed if a subscriber has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.*]

First and last name of registrant (please print): _____

Registered as: _____
 [*Instruction: indicate whether registered as a dealing representative or advising representative*]

Telephone: _____ Email: _____

Name of firm: _____
 [*Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.*]

Date: _____

SCHEDULE B

ELIGIBLE INVESTOR QUESTIONNAIRE

(Manitoba Residents - Offering Memorandum Required)

The undersigned, as a purchaser of Trust Units (the “Units”) of AP CAPITAL REIT (the “Trust”), has represented to the Trust that the undersigned is an “eligible investor” as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions*. The undersigned has indicated below the categories which it, he or she satisfies to qualify as an “eligible investor”.

The undersigned understands that the Trust is relying on this information in determining to sell securities to the undersigned in a manner exempt from the prospectus requirements of applicable securities laws.

The undersigned represents and warrants that it, he or she is **[check the applicable item]**:

1. a person or company whose:
 - a) net assets, alone or with a spouse, in the case of an individual, exceed \$400,000;
 - b) net income before taxes exceeded \$75,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current year; or
 - c) net income before taxes combined with that of a spouse exceeded \$125,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current year;
2. a person or company of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors;
3. a general partnership of which all of the partners are eligible investors;
4. a limited partnership of which the majority of the general partners are eligible investors;
5. a trust or estate in which all of the beneficiaries or a majority of the trustees are eligible investors;
6. an “accredited investor” (as that term is defined in NI 45-106) and has completed the Accredited Investor Certificate attached as Schedule C hereto;
7. a person described in section 2.5 of NI 45-106; including a director, executive officer or control person of the Trust, or a spouse, parent, grandparent, brother, sister, child, grandchild of a director, executive officer or control person of the Trust, or a close personal friend or close business associate of a director, executive officer or control person of the Trust, or
8. a person that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser.

Related Definitions

“eligibility adviser” means:

- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or

certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not

- have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
- have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.

“spouse” means, an individual who:

- (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the _____ day of _____, 20____.

If a Corporation, Partnership or Other Entity:

If an Individual:

Print or Type Name of Entity

Signature

Signature of Authorized Signatory

Print or Type Name

Type of Entity

SCHEDULE C

(One form to be completed by each Subscriber)

ACCREDITED INVESTOR CERTIFICATE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement. The purpose of this Certificate is to assure the Trust that each purchaser will meet certain requirements of NI 45-106. The Trust will rely on the information contained in this Certificate for the purposes of such determination.

The Subscriber covenants, represents and warrants to the Trust that:

1. the Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Subscription Agreement and the Subscriber is able to bear the economic risk of loss arising from such transactions;
2. the Subscriber satisfies one or more of the categories of “accredited investor” (as that term is defined in NI 45-106 indicated below (please check the appropriate box):
 - (a) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
 - (b) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (a),
 - (c) 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),
 - (d) 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 **(YOU MUST INDICATE YOUR FINANCIAL ASSETS HERE: \$ _____)** WITH SPOUSE / WITHOUT SPOUSE AND ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN SCHEDULE C1,
 - (e) 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,
 - (f) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **(YOU MUST INDICATE YOUR NET INCOME HERE: \$ _____)** WITH SPOUSE / WITHOUT SPOUSE AND ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN SCHEDULE C1,
 - (g) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 **(YOU MUST INDICATE YOUR NET ASSETS HERE: \$ _____)** WITH SPOUSE / WITHOUT SPOUSE AND ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN SCHEDULE C1,
 - (h) 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 **and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (h),**

- (i) an investment fund that distributes or has distributed its securities only to:
- (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,
- (j) 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,
- (k) 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,
- (l) 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,
- (m) 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,
- (n) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in paragraph (a) in form and function,
- (o) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
- (p) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- (q) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
- (r) 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.

Dated _____, 201_.

X

Signature of individual (if Subscriber is an individual)

X

Authorized signatory (if Subscriber is not an individual)

Name of Subscriber (please print)

Name of authorized signatory (please print)

**SCHEDULE C1
TO ACCREDITED INVESTOR CERTIFICATE**

Form 45-106F9

Form for Individual Accredited Investors

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Trust Units	Issuer: AP CAPITAL REIT
Purchased from: The Issuer	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____.	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • 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. 	
<ul style="list-style-type: none"> • 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. 	
<ul style="list-style-type: none"> • 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.) 	
4. Your name and signature	

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:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<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):	Fee/Commission:
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
<p>AP CAPITAL REIT Up to July 2017: 1601 – 128 West Pender Street, Vancouver, British Columbia V6B 1R8 After July 2017: 1795 - 555 Burrard Street, Vancouver, British Columbia, V7X 1M8</p> <p>Ches Hagen - Director 778-328-7401 investor@apcapital.ca</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

Form instructions:

The information in section 5 must be completed before the purchaser completes and signs the form.

The purchaser must sign this form. Each of the purchaser and the Issuer or selling security holder must receive a copy of this form signed by the purchaser. The Issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

SCHEDULE DMINIMUM INVESTMENT CERTIFICATE**To Be Completed By All Subscribers Subscribing For \$150,000 Or More of the Units**

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement. The purpose of this Certificate is to assure the Trust that each Subscriber will meet certain requirements of NI 45-106. The Trust will rely on the information contained in this Certificate for the purposes of such determination.

In connection with the purchase by the undersigned Subscriber of the Units of the Trust, the Subscriber, on its own behalf and on behalf of each disclosed principal for whom the Subscriber is acting (collectively, the “**Subscriber**”), hereby represents, warrants, covenants and certifies to the Trust (and acknowledges that the Trust and its counsel are relying thereon) that:

- (a) the Subscriber is not an individual as that term is defined in applicable Canadian securities laws;
- (b) the Subscriber is resident in or subject to the securities laws of one of the provinces or territories of Canada;
- (c) the Subscriber is purchasing the Units as principal for its own account and not for the benefit of any other person;
- (d) the Units have an acquisition cost to the Subscriber of not less than \$150,000, payable at the Closing;
- (e) the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the prospectus exemption provided under Section 2.10 of NI 45-106, it pre-existed and has a bona fide purpose other than investment in the Units; and
- (f) upon execution this Schedule D is incorporated into and forms a part of the Subscription Agreement.

The foregoing representations contained in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing (as defined in the Subscription Agreement to which this is attached) and the Subscriber acknowledges that this minimum amount investment status certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing, the undersigned shall give immediate written notice of such fact to the Trust prior to the Closing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 20____.

If a Corporation, Partnership or Other Entity:

Print or Type Name of Entity

Signature of Authorized Signatory

Type of Entity