



# SUBSCRIPTION AGREEMENT

**STEINBERG HIGH YIELD FUND**  
**STEINBERG VALUE EQUITY FUND**

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TO: Steinberg High Yield Fund and/or Steinberg Value Equity Fund (individually, a “Fund” and collectively the “Funds”)  
c/o Lorne Steinberg Wealth Management Inc. (the “Manager-Trustee”)  
1000 De La Gauchetière Street West, Suite 3310  
Montreal, Québec H3B 4W5

The undersigned (the “Subscriber”) hereby irrevocably subscribes for that number of units (as the Manager-Trustee in its sole discretion may decide) (the “Units”) of the Funds equal to the amount set forth below, at a price per Unit calculated in accordance with the provisions of the Trust Agreement (as defined below). **By submitting this subscription, the Subscriber acknowledges that the Manager-Trustee is relying on the representations and warranties set out below. Subscribers may also be required by the Manager-Trustee to complete other documentation.**

### General

Terms denoted herein with initial capital letters and not otherwise defined have the meanings given in the Steinberg Funds Master Declaration of Trust dated May 6, 2010, as it may be amended from time to time (the “Trust Agreement”), unless the context otherwise requires.

The Subscriber tenders herewith, in full payment of the aggregate subscription price of the Units, a cheque made payable to the Manager-Trustee in trust for the Funds or confirmation of wire instructions or other evidence of payment (as the Manager-Trustee may otherwise permit or require) for the amount set forth below representing the purchase price of the Units subscribed for. No Units shall be issued to the Subscriber until the Valuation Date next following receipt by the Fund of the subscription proceeds and this subscription agreement.

The Subscriber acknowledges that this subscription agreement is subject to the acceptance by the Manager-Trustee and to certain other conditions set forth in the Trust Agreement. The Subscriber agrees that this subscription agreement is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription agreement shall be effective upon the deposit of the Subscriber’s payment into any of the Funds’ accounts. This subscription and the subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If the subscription is accepted only in part, a cheque representing a portion of the purchase price for that portion of the subscription for the Units which is not accepted will be promptly delivered or mailed to the Subscriber without interest.

## Representations and Warranties

The Subscriber represents, warrants, acknowledges and covenants to and in favour of the Funds and the Manager-Trustee as follows:

- (1) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Funds and is able to bear the economic risk of loss of such investment;
- (2) if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this subscription agreement and to take all actions required pursuant hereto;
- (3) if not an individual, the Subscriber has good right, full power and absolute authority to execute this subscription and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this subscription agreement;
- (4) this subscription agreement, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
- (5) if the Subscriber is purchasing the Units as trustee or agent (including, for greater certainty, a portfolio manager or comparable advisor) for a principal, the Subscriber is duly authorized to execute and deliver this subscription agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, and this subscription agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal, and the Subscriber acknowledges that the Manager-Trustee is required by law to disclose, on a confidential basis, to certain regulatory authorities, the identity of such beneficial purchaser of Units for whom the Subscriber may be acting;
- (6) the entering into of this subscription agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
- (7) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the Canadian province set out under "Name and Address of Subscriber" below and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
- (8) the Subscriber is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) (the "ITA") and, if applicable, any corresponding provincial legislation and, in the event that the Subscriber becomes a "non-resident" of Canada subsequent to the date of this subscription agreement, the Subscriber hereby undertakes to immediately notify the Manager-Trustee in writing of such change in status;
- (9) the Subscriber is not a "designated beneficiary" within the meaning of Part XII.2 of the ITA and in the event that the Subscriber becomes a "designated beneficiary" subsequent to the date of this subscription agreement, the Subscriber will immediately notify the Manager-Trustee in writing of such change in status;
- (10) if a corporation, trust or partnership, the Subscriber is not a "financial institution" within the meaning of section 142.2 of the ITA; unless otherwise indicated here \_\_\_\_\_ (initial if the statement is not accurate); if the Subscriber is or becomes a "financial institution" within the meaning of section 142.2 of the ITA, the Subscriber will immediately notify the Manager-Trustee in writing of such status;
- (11) 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 Funds that has not been generally disclosed to the public, save knowledge of this particular transaction;
- (12) 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, the Manager-Trustee, or, where applicable, their officers, directors, employees or agents;
- (13) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation, and
  - (a) the Subscriber is restricted from using the civil remedies available,
  - (b) the Subscriber may not receive information that would otherwise be required to be provided, and
  - (c) the Fund is relieved from certain obligations that would otherwise apply,
  - (d) under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
- (14) the Subscriber has received, reviewed and fully understands the Trust Agreement, and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Fund, the Units and the subscription hereby made;
- (15) specifically, the Subscriber is aware of the characteristics of the Units, of the nature and extent of personal liability and of the risks associated with an investment in the Units;
- (16) the Subscriber understands that (i) there is no right to demand any distribution from the Funds, other than by redemption of Units pursuant to the terms and procedures and subject to the restrictions described in the Trust Agreement; (ii) it is not anticipated that there will be any public market for the Units; and (iii) it may not be possible to sell or dispose of Units;
- (17) the Subscriber shall not knowingly transfer his, her or its Units in whole or in part to a person without the approval of the Manager-Trustee and will do so only in accordance with applicable securities laws;
- (18) the investment portfolio and trading procedures of the Funds are proprietary to the Funds and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager-Trustee;
- (19) the Subscriber will execute and deliver all documentation as may be required from time to time by applicable securities legislation or by the Funds, as the case may be, to permit the purchase of the Units on the terms herein set forth and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Manager-Trustee; and
- (20) the representations, warranties, covenants and acknowledgments of the Subscriber contained in this subscription agreement shall survive the completion of the purchase and sale of the Units and the Subscriber undertakes to notify immediately the Funds at the address set forth above of any change in any representation, warranty or other information relating to the Subscriber set forth in this subscription agreement.

**The Subscriber acknowledges and agrees that these representations, warranties, acknowledgements and covenants given by the Subscriber to and in favour of the Funds and the Manager-Trustee shall be deemed to be repeated and reconfirmed as at the date of any subsequent subscription for Units made by the Subscriber (a "top-up") or reinvestment of distributions made by the Fund unless a new subscription agreement is executed.**

The Subscriber hereby consents to the electronic delivery of any document that the Manager-Trustee or the Fund may elect to deliver to the Subscriber, including trade confirmations (where the Manager-Trustee acts as exempt market dealer for the trade) and annual and interim financial statements. The Subscriber instructs that such documents may be delivered to the email address listed below. The Subscriber acknowledges that it may change this electronic delivery instruction and request to receive a paper copy of any document delivered electronically, at no cost, or may change the e-mail address to which the documents are delivered, by contacting the Manager-Trustee as provided above. The Subscriber confirms its understanding that it will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.

#### **Appointment of Power of Attorney**

In consideration of the Manager-Trustee's acceptance of this subscription on behalf of the applicable Fund(s), the Subscriber hereby nominates, constitutes and appoints the Manager-Trustee and any person appointed to replace the Manager-Trustee as manager of the Funds pursuant to the Trust Agreement, under which the Fund(s) were established with full power of substitution, as the Subscriber's true and lawful attorney and agent with full power and authority, in the Subscriber's name, place and stead to execute under seal or otherwise, swear to, make, acknowledge, deliver and record or file as and where required:

- (a) all instructions and documents of every nature and kind on behalf of and in the name of the Subscriber or in the name of the Manager-Trustee as may be deemed necessary or desirable by the Manager-Trustee to carry out fully the provisions of the agreement created upon the Manager-Trustee's acceptance of this subscription;
- (b) all conveyances and other instruments necessary to reflect the dissolution of the applicable Fund and termination of the Trust Agreement including cancellation of any declarations and further including the signing of any election under the ITA, as it may be amended or re-enacted from time to time, and any analogous provincial legislation; and
- (c) to complete, amend or modify any subscription documentation and acknowledgement form required under applicable securities legislation and the regulations, rules, notices and policies thereunder (the "**Securities Legislation**"), only for the purpose of completing any missing information or correcting errors in the completion of any of the foregoing.

#### **Irrevocability of Power of Attorney**

The power of attorney granted herein is irrevocable, and is a power coupled with an interest. The Subscriber agrees to be bound by any actions made or taken in good faith by the Manager-Trustee pursuant to this power of attorney and the Subscriber hereby waives all available defenses to contest, negate or disaffirm any action of the Manager-Trustee so taken.

#### **Privacy Policy**

Attached as **Schedule "B"** hereto is a copy of the Manager-Trustee's Privacy Policy. By signing this subscription agreement, the Subscriber consents to the collection, use and disclosure of his or her personal information in accordance with such policy.

#### **Disclosure relating to Material Conflicts of Interests**

After having taken reasonable steps to identify the existence of any material conflict of interests, the Manager-Trustee represents to the Subscriber that it is not aware of any material conflict of interests which may arise between the Manager-Trustee, including each individual acting on its behalf, and a Subscriber.

#### **Anti-Money Laundering Legislation**

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

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

#### **Indemnity**

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

#### **Governing Law and Language**

This subscription agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. By the Subscriber's execution of this subscription agreement, the Subscriber irrevocably attorns to the jurisdiction of the courts of Québec. In this subscription agreement all references to dollar amounts and "\$" are to Canadian dollars.

The Subscriber has required that this subscription agreement and all related documents be in the English language. *Le souscripteur a exigé que cette convention de souscription ainsi que tout autre document ou avis afférent soient rédigés en langue anglaise.*

#### **Prospectus Exemptions**

The Subscriber acknowledges that, if this subscription is accepted, Units will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Fund to deliver to the Subscriber a prospectus that complies with statutory requirements. In doing so, the Fund will be relying on the following representations and certification by the Subscriber.

**The Subscriber hereby represents and certifies** that the Subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus and Registration Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following **(please check the appropriate box)**:

**\$150,000 minimum investment**

a resident of Ontario or Québec is making a firm commitment to invest an aggregate amount of at least \$150,000 and, if neither an accredited investor nor an individual, the Subscriber has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or

**Accredited Investor**

a resident of Ontario or Québec who meets the definition of "accredited investor" and has completed the Certificate of Accredited Investor attached as Schedule "A" **(please complete Schedule "A")**; or

**Subsequent top-up investment**

a resident of Ontario or Québec is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already owns Units with a net asset value or aggregate acquisition cost of at least \$150,000; or

**Other**

has the benefit of the following exemption (specify nature and source of exemption): \_\_\_\_\_  
 \_\_\_\_\_

This subscription agreement is not transferable or assignable by the Subscriber. The amount(s) of the subscription (initial purchase of at least \$150,000 per Fund or subsequent purchase of at least \$5,000 per Fund, unless waived by the Manager-Trustee) invested in the Fund(s) is as follows: (please indicate the amount next to the name of the Fund(s)).

**Steinberg High Yield Fund:**     \$ \_\_\_\_\_

**Steinberg Value Equity Fund:**     \$ \_\_\_\_\_

Dated at \_\_\_\_\_ in the Province of \_\_\_\_\_, Canada, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
 (city) (province) (day) (month) (year)

<b>SUBSCRIBER INFORMATION</b>	
<b>If Subscriber is an Individual:</b>	
Name of Subscriber	Address (No P.O. Box Number)
Social Insurance No.	City, Province, Postal Code
	Telephone Number
	Email Address
	Principal Business or Occupation
<b>If Subscriber is a Corporation, Trust or Partnership:</b>	
Legal Name of Subscriber	Address (No P.O. Box Number)
Business/Trust Identification Number	City, Province, Postal Code
Signature of Authorized Representative	Telephone Number
Name of Authorized Representative	Email Address
Title of Authorized Representative	Canada Revenue Agency Tax Account Number

**REGISTRATION INSTRUCTIONS**

(If there are no instructions below, the Units will be registered in the name of the Subscriber as set out above)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account Reference

\_\_\_\_\_  
Address

If the Subscriber is signing as trustee or agent for a disclosed beneficial purchaser (where permitted), Subscriber confirms the information related to the disclosed beneficial purchaser set out below.

\_\_\_\_\_  
Name of beneficial purchaser

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business/Occupation of beneficial purchaser

\_\_\_\_\_  
Relationship between beneficial purchaser and Subscriber

\_\_\_\_\_  
Incorporation Number and Jurisdiction of Incorporation of beneficial purchaser (if applicable)

**SIGNATURE OF SUBSCRIBER**

The Subscriber has read the terms of the Subscription Terms and Conditions and Power of Attorney which forms part of this Subscription Application and hereby offers to purchase Units at the aggregate principal amount set out above (the "Subscription Price") on the foregoing terms and conditions as of this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Name (please print)

**ACCEPTANCE**

This subscription is accepted by Lorne Steinberg Wealth Management Inc. on behalf of the Fund(s)

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(day) (month) (year)

**LORNE STEINBERG WEALTH MANAGEMENT INC.**,  
the Manager-Trustee of **STEINBERG HIGH YIELD FUND**  
and **STEINBERG VALUE EQUITY FUND**

By: \_\_\_\_\_

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

**(Manager-Trustee Only)**

Subscription Amount: \$ \_\_\_\_\_

Name of the Fund: \_\_\_\_\_

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

Price Per Unit: \$ \_\_\_\_\_

Number of Units Issued: \_\_\_\_\_

Exemption: \_\_\_\_\_

# SCHEDULE "A"

## CERTIFICATE OF ACCREDITED INVESTOR

TO:  Steinberg High Yield Fund  
 Steinberg Value Equity Fund (each, a "Fund", collectively, the "Funds")

AND: **Lorne Steinberg Wealth Management Inc. (the "Manager-Trustee")**

In connection with the purchase by the undersigned purchaser (the "**Subscriber**") of units of the Funds, the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Funds and the Manager-Trustee that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of Ontario or Québec, and the Subscriber is (and will at the time of acceptance of the Subscription be) an accredited investor (an "**Accredited Investor**") within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions* ("**NI 45-106**"). Specifically, the Subscriber is:

**(Please initial the box beside the appropriate category in this Schedule A. Terms in bold are defined at the end of this Schedule A.)**

- a **Canadian financial institution**, or a **Schedule III bank**,
- the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- a **subsidiary** of any **person** referred to in paragraphs (a) or (b), if the **person** owns all of the voting securities of the **subsidiary**, except the voting securities required by law to be owned by **directors** of that **subsidiary**,
- a **person** registered under the securities legislation of a **jurisdiction** of Canada as an adviser or dealer, other than a **person** registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- an **individual** registered or formerly registered under the securities legislation of a **jurisdiction** as a representative of a person referred to in paragraph (d),
- the Government of Canada or a **jurisdiction**, or any crown corporation, agency or wholly owned entity of the Government of Canada or a **jurisdiction**,
- a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- any national, federal, state, provincial, territorial or municipal government of or in any **foreign jurisdiction**, or any agency of that government,
- a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada,
- 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,
- 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,
- an **individual** who, either alone or with a **spouse**, has net assets of at least \$5,000,000,
- 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,

- 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 with an aggregate value of not less than \$150,000 under certain minimum purchase or additional investment exemptions specified in sections 2.10 and 2.19 of NI 45-106 or their equivalents under securities legislation of an applicable **jurisdiction** as specified in sections 8.1 and 8.2 of NI 45-106, or
  - (iii) a **person** described in paragraph (i) or (ii) that acquires or acquired securities under the investment fund reinvestment exemption specified in section 2.18 of NI 45-106,
- an **investment fund** that distributes or has distributed securities under a prospectus in a **jurisdiction** for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
- 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,
- a **person** acting on behalf of a **fully managed account** managed by that **person**, if that **person**
  - (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a **jurisdiction** or a foreign jurisdiction, and
  - (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- 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,
- an entity organized in a **foreign jurisdiction** that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- 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,
- an **investment fund** that is advised by a **person** registered as an adviser or a **person** that is exempt from registration as an adviser, or
- a **person** that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor,

**If the Subscriber checked paragraph (m) above, the Subscriber was not created or is not being used solely to purchase or hold units as an accredited investor in reliance upon this paragraph.**

## Defined Terms:

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

**"Canadian financial institution"** means:

- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a province or territory of Canada to carry on business in Canada or a province or territory of Canada;

**"company"** means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

**"director"** means:

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

**"eligibility adviser"** means:

- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the province or territory of a purchaser 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 province or territory of Canada or a public accountant who is a member in good standing 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;
  - (1) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - (2) 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;

**"foreign jurisdiction"** means a country other than Canada or a political subdivision of a country other than Canada;

**"fully managed account"** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

**"individual"** means a natural person, but does not include a partnership, unincorporated association, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

**"investment fund"** means a **mutual fund** or a **non-redeemable investment fund**, and, for greater certainty in British Columbia, includes an EVCC and a VCC;

**"jurisdiction"** means a province of Canada except when used in the term foreign jurisdiction;

**"mutual fund"** means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole

or in part of the net assets, including a separate fund or trust account, of the issuer;

**"non redeemable investment fund"** means an issuer:

- (i) whose primary purpose is to invest money provided by its securityholders,
- (ii) that does not invest,
  - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
  - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
- (iii) that is not a mutual fund;

**"officer"** means the chair, any vice chair of the board of directors, the president, any vice president, the secretary, the assistant secretary, the treasurer, the assistant treasurer, and the general manager of a company, and any other person designated an officer of a company by by-law or similar authority, or any individual acting in a similar capacity on behalf of the issuer;

**"person"** includes:

- (i) an individual,
- (ii) a legal person,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether constituted or not as a legal person, and
- (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;

**"related liabilities"** means:

- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (ii) liabilities that are secured by financial assets;

**"Schedule III bank"** means an authorized foreign bank named in Schedule III of the Bank Act (Canada);

**"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);

**"subsidiary"** means an issuer that is **controlled** directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

**Control**

A person (first person) is considered to control another person (second person) if:

- (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

**SCHEDULE "B"**  
**PRIVACY POLICY**  
**LORNE STEINBERG WEALTH MANAGEMENT INC.**

The privacy of our investors is very important to us. Set forth below are our policies with respect to personal information of Subscribers, investors and former investors that we collect, use and disclose. In connection with the offering and sale of units (the "**Units**") of the Steinberg High Yield Fund and the Steinberg Value Equity Fund (collectively referred as the "**Funds**"), we collect and maintain personal information about Subscribers. We collect your personal information to enable us to provide you with services in connection with your investment in the Funds, to meet legal and regulatory requirements and for any other purpose to which you may consent in the future. Your personal information is collected from the following sources:

- (a) subscription agreements or other forms that you submit to us;
- (b) your transactions with us; and
- (c) meetings and telephone conversations with you.

Unless you otherwise advise, by providing us with your personal information you have consented to our collection, use and disclosure of your information as provided herein. We collect and maintain your personal information in order to give you the best possible service and allow us to establish your identity, protect us from error and fraud, comply with the law and assess your eligibility in our products.

We may disclose your personal information to third parties, when necessary, in connection with the services we provide related to your subscription for Units of the Fund, including taxation and regulatory authorities and agencies.

We seek to carefully safeguard your private information and, to that end, restrict access to personal information about you to those employees and other persons who need to know the information to enable the Fund to provide services to you. Each Lorne Steinberg Wealth Management Inc. employee is responsible for ensuring the confidentiality of all personal information they may access.

Your personal information is maintained on our networks or on the networks of our service providers accessible at 1000 De La Gauchetière Street West, Suite 3310, Montreal, Québec H3B 4W5. Your information may also be stored on a secure off-site storage facility. You may access your personal information to verify its accuracy, to withdraw your consent to any of the foregoing collections, uses and/or disclosures being made of your personal information and may update your information by contacting Lorne Steinberg Wealth Management Inc. at the following number: (514) 876-9888. Please note that your ability to participate in the Funds may be impacted should you withdraw your consent to the collection, use and disclosure of your personal information as outlined above.

**Investors resident in Ontario should be aware that the Funds are required to file with the Ontario Securities Commission (the "Commission") a report setting out the Subscriber's name and address, the number of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by the Commission under the authority granted to it in securities legislation, for the purposes of the administration and enforcement of the securities legislation of Ontario. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by the Commission. The following official can answer questions about the Commission's indirect collection of the information:**

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