

## SUBSCRIPTION AGREEMENT

### CHESSWOOD CANADIAN ASSET-BACKED CREDIT FUND TRUST

TO: Chesswood Canadian Asset-Backed Credit Fund Trust (the “Fund”)  
c/o Waypoint Investment Partners Inc. (the “Manager”)  
1133 Yonge Street, Suite 603  
Toronto, Ontario M4T 2Y7

Attention: Chris Nunes, Director of Operations and Client Service  
Email: cnunes@waypointinvestmentpartners.com

The undersigned (the “Subscriber”) hereby irrevocably subscribes for units (“Units”) of the Fund with an aggregate subscription price as set forth below at a price per Unit as described in the confidential offering memorandum of the Fund dated January 2, 2024, as amended from time to time, relating to the offering of the Units (the “Offering Memorandum”).

**By submitting this subscription agreement including the Schedules hereto (the “Subscription Agreement”), the Subscriber acknowledges having received and read the Offering Memorandum and that the Manager and the Fund are relying on the representations and warranties set out in this Subscription Agreement.**

#### INSTRUCTIONS FOR COMPLETION

All Subscribers must complete **pages S-7, S-8 and S-9**, as well as **Schedule “A”**.

All Subscribers that check the “Accredited Investor” box on Page S-7, other than Managed Account Clients for whom the dealer or adviser has completed Appendix 1, must complete **Schedule “B”** and, if applicable, **Schedule “B-1”**.

**For a Subscriber purchasing the Units through another registered dealer or through another registered adviser who has full discretionary authority (“Subscriber’s Agent”),** it is the Subscriber’s Agent’s responsibility to fulfill all relevant “know-your-client” obligations and to assess whether the Units are a suitable investment for the Subscriber. The Subscriber’s Agent is also responsible for all identification and investor information collection obligations under any anti-money laundering and anti-terrorist financing legislation, as well as the due diligence obligation for purposes of Part XVIII (“FATCA”) and Part XIX (“CRS”) of the *Income Tax Act* (Canada). If the Subscriber’s Agent and the Subscriber complete **Schedule “C”**, the Subscriber does NOT need to complete Schedule “D”, Schedule “E”, Schedule “F”, Schedule “G”, Schedule “H” or Schedule “I” and the Subscriber does NOT need to submit a signed **Declaration of Tax Residence Form RC518 or RC519** with this Subscription Agreement.

**For a Subscriber purchasing Units directly through the Manager** (and not through another registered dealer or through another registered adviser with full discretionary authority), the Manager must determine whether the Units are a suitable investment for the Subscriber having regard to the Subscriber’s investment needs and objectives, his, her, their or its financial circumstances and risk tolerances. To this end, the Subscriber must complete **Schedule “D”**, unless **Schedule “E”** is applicable and completed, and is encouraged to complete **Schedule “F”**. The Manager must also collect additional information under anti-money laundering and anti-terrorism legislation. For these purposes, the Subscriber must complete **Schedule “G”** (if applicable), **Schedule “H”** and **Schedule “I”** (if applicable). In addition, the Manager has obligations under FATCA and CRS, and for that purpose each Subscriber is asked to complete a **Declaration of Tax Residence Form RC518 or RC519**, as applicable, delivered with this Subscription Agreement. If the Subscriber completes Declaration of Tax Residence Form RC519 and indicates thereon that it is a passive non-financial entity, the Subscriber must also complete **Schedule “K”**. Finally, information (referred to as “relationship disclosure information”) regarding the nature of the relationship between the Manager and such a Subscriber, the operating charges and transaction charges charged by the Manager to the Subscriber or the Fund, and the obligations of the Manager to the Subscriber, among other things, is contained in **Schedule “L”** and information regarding conflicts of interest is contained in **Schedule “M”**.

If the Subscriber wishes to receive the annual and interim financial statements of the Fund, **Schedule “J”** must also be completed.

**JOINT ACCOUNT HOLDERS:** Each account holder must complete **page S-7, S-8 and S-9** and all applicable Schedules, as well as the appropriate **Declaration of Tax Residence Form** (unless the Subscriber’s Agent has signed Schedule “C”).

**PLEASE KEEP A COPY OF THIS SUBSCRIPTION FOR YOUR RECORDS.** Once you have received confirmation of the issuance of Units subscribed for, the Manager will be deemed to have delivered to you its acceptance of this Subscription Agreement. A fully executed copy of this Subscription Agreement will be kept by the Manager and will be available upon request.

### **General**

The Subscriber acknowledges the information contained in the Offering Memorandum including, in particular, those investment considerations described in Schedule “D” of the Offering Memorandum entitled “Risk Factors”. Unless otherwise defined or the context otherwise requires, all capitalized terms used in this Subscription Agreement have the meanings given in the Offering Memorandum and in the declaration of trust governing the affairs of the Fund dated as of January 2, 2024, as may be amended from time to time (the “**Declaration of Trust**”).

The Subscriber tenders herewith, in full payment of the aggregate subscription price of the Units, a cheque made payable to the Fund or confirmation of a wire instructions or other evidence of payment (or has arranged for another form or method of payment acceptable to the Manager) for the amount set forth below representing the purchase price of the Units subscribed for. If submitting funds by wire transfer, the Subscriber has caused the financial institution remitting the funds representing the purchase price of the Units subscribed for to wire funds to:

<b>Beneficiary Name:</b>	<b>Chesswood Canadian Asset-Backed Credit Fund Trust</b>
<b>Beneficiary Bank:</b>	<b>Royal Bank of Canada (financial institution number 003)</b>
<b>Beneficiary Bank Branch:</b>	<b>00002</b>
<b>Beneficiary Account Number:</b>	<b>1088046</b>
<b>Beneficiary Address:</b>	<b>1133 Yonge Street, Suite 603 Toronto, Ontario M4T 2Y7</b>

No Units shall be issued to the Subscriber until the Fund has received the subscription proceeds and this Subscription Agreement duly completed.

The Subscriber acknowledges that investment in the Fund is subject to the acceptance of this Subscription Agreement by the Manager and to certain other conditions set forth in the Offering Memorandum. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription shall be effective upon the written acceptance of this Subscription Agreement by the Manager and the deposit of the Subscriber’s payment into any of the Fund’s accounts. This Subscription Agreement and subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If this subscription is accepted only in part, that portion of the subscription price for the Units that is not accepted will be promptly returned to the Subscriber without interest or penalty. Subscription funds received prior to a Subscription Date will be kept in a segregated account (without interest or deduction) in trust for the Subscriber pending acceptance of this subscription.

### **General Representations and Warranties**

The Subscriber represents, warrants, certifies, acknowledges and covenants to and in favour of the Fund and the Manager 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 Fund and is able to bear the economic risk of loss of such investment;
- (2) if the Subscriber is or becomes a “non-resident” or a partnership other than a “Canadian partnership” within the meaning of the *Income Tax Act* (Canada) (the “**Tax Act**”), the Subscriber will immediately notify the Manager in writing of such status;
- (3) if the Subscriber is or becomes a “financial institution” within the meaning of Section 142.2 of the *Tax Act*, the Subscriber will immediately notify the Manager in writing of such status;
- (4) if the Subscriber is or becomes a “designated beneficiary” for the purpose of the *Tax Act*, the Subscriber will immediately notify the Manager in writing of such status;

- (5) 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;
- (6) if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
- (7) 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;
- (8) 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, they or it is or may be bound;
- (9) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction 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;
- (10) the Subscriber has no knowledge of a "material fact" or "material change" (as those terms are defined in applicable securities legislation) in the affairs of the Fund that has not been generally disclosed to the public, save knowledge of this particular transaction;
- (11) 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 Manager or, where applicable, its officers, directors, employees or agents;
- (12) 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,under certain applicable securities legislation, which would otherwise be available if the Units were sold pursuant to a prospectus;
- (13) the Subscriber has received and reviewed the Offering Memorandum, has been given the opportunity to receive a copy of and review the Declaration of Trust, and has had the opportunity to ask and have answered any and all questions that the Subscriber wished with respect to the business and affairs of the Fund, the Units and the subscription hereby made;
- (14) 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;
- (15) the Subscriber understands that (i) there is no right to demand any distribution from the Fund, other than by redeeming Units pursuant to the terms and procedures and subject to the restrictions described in the Declaration of Trust; (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;
- (16) the Subscriber shall not knowingly transfer his, her, their or its Units in whole or in part to a person without the approval of the Manager and will do so only in accordance with applicable securities laws;
- (17) the investment portfolio and trading procedures of the Fund are proprietary to the Fund and the Manager 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; and
- (18) the Subscriber understands that distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the account from which payment for the subscription for Units was received;
- (19) the Subscriber will execute and deliver all documentation as may be required from time to time by applicable securities legislation or by the Fund, 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; and

- (20) the Subscriber will execute and deliver all documentation and provide all such further information to the Manager as may be required from time to time in order for the Manager to satisfy its obligations under applicable securities legislation and anti-money laundering and anti-terrorist financing legislation, and to satisfy domestic and foreign tax reporting and similar filings.

**The representations, warranties, certifications, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement shall survive the completion of the purchase and sale of the Units and any subsequent purchase of Units by the Subscriber unless a new subscription agreement is executed at the time of the subsequent purchase. The Subscriber undertakes to notify the Manager immediately 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 that having a non-qualified Unitholder could have negative tax or other consequences to the Fund. If the Subscriber notifies the Manager of a status as set out in paragraph (2), (3) or (4) above, the Manager may require the Subscriber at any time to redeem all or some of the Subscriber's Units pursuant to the Declaration of Trust.**

#### ***Purchasing as Bare Trustee or Agent***

If a person is executing this Subscription Agreement as bare trustee, agent or attorney (including, for greater certainty, a dealing representative, a portfolio manager or comparable adviser) (in this paragraph, the “agent”) on behalf of the Subscriber (in this paragraph, the “principal”), such agent must provide evidence of such person's authority satisfactory to the Manager and hereby separately represents and warrants to the Manager that (i) the agent 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, (ii) 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, (iii) the agent acknowledges that the Manager is required by law to disclose to certain regulatory and taxation authorities the identity of and certain information regarding the principal and has provided all the information concerning the principal as required by this Subscription Agreement and will provide any such further information as may hereafter be required; and (iv) for the purpose of assisting the Manager in filing with the applicable securities regulator its consolidated Monthly Report under the *Criminal Code* (Canada), the related *Regulations Establishing a List of Entities*, the *Justice for Victims of Corrupt Foreign Officials Regulations* and all such other similar applicable regulations, the principal is not a “Designated Person” for the purposes of such regulations, and the agent will immediately advise the Manager if there is a change in such status. For greater certainty, each of the representations set out in this Subscription Agreement shall be true in respect of, and each of the elections made herein shall be effective for, each principal identified under “Name and Address of Subscriber” on page S-9 and, if applicable, each Account Holder named in Appendix 1. The agent agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities that it may suffer or incur arising from the reliance by the Fund or the Manager, as the case may be, on the above representations and warranties.

#### ***Consent to Electronic Delivery of Documents and other Email Communications***

The Subscriber acknowledges that it is entitled to receive annual and interim financial statements and may receive other information about the Fund from the Manager. By completing **Schedule “A”**, the Subscriber is consenting to the receipt of financial information and other reports electronically. **Furthermore, by signing this Subscription Agreement, the Subscriber also consents to receiving updates, promotional emails and other commercial electronic messages from the Manager unless the Subscriber withdraws consent by checking the box in Schedule “A” or otherwise notifies the Manager.**

#### ***Provision of Identification Information to Third Parties***

In order to enable it to perform the anti-money laundering checks in relation to investors as required by applicable law, the Manager and/or the Fund's administrator may be required to disclose identification information in relation to a Subscriber to a third party service provider of web-based anti-money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

### ***Anti-Money Laundering and Anti-Terrorist Financing Legislation***

In accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), a Subscriber purchasing Units directly from the Manager (and not through a registered dealer to whom the following has been provided) must provide certain information and/or documentation as well as proof of identity and source of funds to the Manager. Corporations, trusts, limited partnerships or similar entities, other than those entities specifically exempted by the applicable rules, must complete **Schedule “G”** and attach all necessary documentation. Individual Subscribers, and each signatory of a Subscriber that is not an individual and that is not exempted from completing Schedule “G”, must complete **Schedule “H”** and, if necessary, **Schedule “H-1”** and attach all necessary documentation. In order to enable it to perform the anti-money laundering checks, the Manager and/or the Fund’s administrator may be required to disclose identification information in relation to a Subscriber to a third party service provider of web-based anti-money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

Individual Subscribers must complete **Schedule “T”** regarding the Subscriber’s status as a politically exposed person or head of an international organization (or family member or close associate of such a person). The Subscriber will immediately notify the Manager if the status of any such person in this regard changes.

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

### ***Foreign Tax Reporting***

In accordance with Part XVIII of the Tax Act (**FATCA**) and Part XIX of the Tax Act (**CRS**), the Manager (on behalf of the Fund) and the Subscriber’s dealer of record (if not the Manager, referred to as the “**Subscriber’s Agent**” - see Schedule “C”) are both required to identify certain Subscribers (and in the case of certain Subscribers that are entities, the “controlling persons” thereof) that have a connection to foreign jurisdictions and are required to report information about those Subscribers (and in the case of certain Subscribers that are entities, the “controlling persons” thereof) and his, her, their or its investment in the Fund to the Canada Revenue Agency (the “**CRA**”) unless the Subscriber invests through a registered plan. The CRA has agreed to provide the information to the tax authorities in the relevant foreign jurisdiction if the foreign government has entered into an agreement with Canada for the exchange of information.

In accordance with FATCA and CRS, the Subscriber is required by law to complete the **Declaration of Tax Residence Form RC518** (if the Subscriber is an individual) or **RC519** (in all other circumstances) (the “**FATCA & CRS Self-Certification**”). The completed FATCA & CRS Self-Certification must be submitted to the Manager if the Subscriber purchases Units directly from the Manager, or submitted directly to the Subscriber’s Agent if the Subscriber purchases the Units through the Subscriber’s Agent.

If the Subscriber (or, in the case of an entity Subscriber, any of its controlling persons) (i) is identified as a U.S. citizen (including a U.S. citizen living in Canada) or a foreign (including U.S.) tax resident or (ii) does not provide the required information and indicia of U.S. or non-Canadian status is present, information about the Subscriber (or, if applicable, its controlling persons) and his, her, their or its investment in the Fund will generally be reported to the CRA unless the Units are held within a registered plan. The CRA will provide that information to the U.S. Internal Revenue Service (in the case of FATCA) or the relevant tax authority of any country that is a signatory of the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information or that has otherwise agreed to a bilateral information exchange with Canada (in the case of CRS). The Subscriber acknowledges that if the Manager is required to report information to the CRA in connection with the Subscriber’s investment in the Fund, such report shall not be treated as (i) a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise or (ii) a basis for any claim against the Manager or the Fund.

The Subscriber agrees to provide the Manager (if the Units are purchased directly from the Manager) or Subscriber’s Agent (if the Units are purchased through the Subscriber’s Agent) with an updated FATCA & CRS Self-Certification within 30 calendar days of the first date that anything in the previous FATCA & CRS Self-Certification provided to the Manager or Subscriber’s Agent, as the case may be, is no longer accurate, true or complete. The Subscriber also agrees to provide a new FATCA & CRS Self-Certification within 30 calendar days of a request by the Manager or Subscriber’s Agent for a new FATCA & CRS Self-Certification.

**The Subscriber hereby agrees that (i) the Manager may redeem some or all of the Units of the Subscriber if it refuses or fails to provide the information required by, and sign, the FATCA & CRS Self-Certification when requested to do so, and (ii) the Manager may deduct from the redemption proceeds thereof any costs or penalties that the Fund may be exposed to as a result of the Subscriber's refusal or failure to do so, which amount shall be retained by the Fund or paid to the Manager as applicable.**

The Subscriber further acknowledges that its failure to provide a foreign taxpayer identification number on request may result in the Subscriber being assessed a penalty of \$500 for each such failure under subsection 281(3) of the Tax Act where the jurisdiction in which the account holder is resident issues and collects taxpayer identification numbers.

### ***Financial Reporting***

The Subscriber hereby agrees that, until he, she, they or it elects otherwise, the Subscriber does not want to receive annual financial statements in respect of the Fund. The Subscriber understands that it may change this standing instruction by completing **Schedule "J"**.

### ***Relationship Disclosure Information***

The Subscriber acknowledges that the Manager is the manager and portfolio manager to the Fund. In addition, the Manager may also be acting as the dealer of record for the Subscriber unless the Subscriber and the Subscriber's Agent have completed Schedule "C". Where (a) the Subscriber is purchasing Units directly from the Manager and (b) the Subscriber is either an individual or is not a permitted client within the meaning of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("**NI 31-103**"), as a registrant, the Manager is required by law to provide certain information to the Subscriber (referred to as "relationship disclosure information") regarding the nature of the relationship between the Manager and the Subscriber, the operating charges and transaction charges charged by the Manager to the Subscriber or the Fund, and the obligations of the Manager to the Subscriber, and the complaints process and independent dispute resolution service available to the Subscriber, among other things, which information is contained in **Schedule "L"** and **Schedule "L-1"**.

### ***Conflicts of Interest***

Where the Subscriber is purchasing Units directly from the Manager, as exempt market dealer, the Manager is required by law to provide disclosure to the Subscriber regarding certain material conflicts of interest that may arise when acting in that capacity, which information is contained in the Manager's Conflicts of Interest Disclosure statement attached as **Schedule "M"**. Conflicts of interest that arise between the Manager and the Fund, and its Unitholders generally, are disclosed in the Offering Memorandum.

### ***Privacy Policy***

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

### ***Indemnity***

The Subscriber agrees to indemnify and hold harmless each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities that it may suffer or incur or cause arising from the reliance on the representations, warranties, certifications and covenants of the Subscriber by the Fund or the Manager, as the case may be, or the breach of any of them by the Subscriber. Any signatory signing on behalf of the Subscriber as agent or otherwise represents and warrants that such signatory has authority to bind the Subscriber and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities that it may suffer or incur or cause arising from the reliance on such representation and warranty.

### ***Governing Law***

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. By the Subscriber's execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

**Prospectus Exemptions**

The Subscriber acknowledges that, if this Subscription Agreement 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, their or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus 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**]:

**Accredited Investor**

- a resident of Ontario, British Columbia or Alberta that meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “B” and, if applicable, the Form For Certain Individual Accredited Investors attached as Schedule “B-1” [**please complete Schedule “B” and, if applicable, Schedule “B-1”**]; or

**\$150,000 minimum investment**

- a person (other than an individual) that is a resident of Ontario or British Columbia and is purchasing Units of the Fund with an aggregate acquisition cost to the Subscriber of not less than \$150,000 and has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or

**Subsequent top-up investment by non-Accredited Investor**

- a person other than an accredited investor that is a resident of Ontario, British Columbia or Alberta and is purchasing as principal Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class or series for an aggregate acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of not less than \$150,000; or

**Other**

- a resident of Ontario, British Columbia or Alberta that has the benefit of the following exemption (specify nature and source of exemption):

**Is the Subscriber a registrant under Canadian securities legislation?**  Yes  No

**Is the Subscriber acting on behalf of or on the instructions of a third party?**  Yes  No

**If Yes, and if Appendix 1 has not been completed, provide the following information regarding the third party:**

Name: _____	Relationship with Subscriber: _____
Principal business/ occupation: _____	Address: _____
Date of birth: _____	Incorporation no./jurisdiction: _____

**The Subscriber consents to the Fund investing substantially all of its assets in Chesswood Canadian Asset-Backed Credit Fund LP, a related and connected issuer that is also managed by the Manager. The Subscriber acknowledges that the Partnership will purchase Canadian-based equipment and property subject to commercial or consumer leases, and commercial and consumer loans, and related rights from Vault Credit Corporation (“Vault Credit”), Vault Home Credit Corporation (“Vault Home”) and Rifco National Auto Finance Corporation (“Rifco”), which are related to the Manager, and other entities related to the Manager from time to time, and consents to same.** Various officers, directors and those involved with the portfolio management of the Fund and the Partnership are also officers, directors or employees of Chesswood Group Limited (“**Chesswood**”), a TSX-listed company formed under the laws of Ontario and the parent company of the Manager, and other affiliates that are subsidiaries of Chesswood. Each of Vault Credit, Vault Home and Rifco are controlled by Chesswood.

The conflicts of interests associated with these arrangements will be managed and mitigated by ensuring that such transactions are conducted on terms equivalent to those that would be negotiated between arm’s-length parties, and in connection with the Fund’s investment in the Partnership, ensuring that there is no duplication of fees payable at the Fund and the Partnership levels.

By checking the following box, the Subscriber confirms that it has read and understands the  **Yes** above prior to making this investment.

#### AMOUNT SUBSCRIBED FOR

Series A: \$ \_\_\_\_\_  
Series F: \$ \_\_\_\_\_

#### QUARTERLY DISTRIBUTIONS ELECTION

**The Subscriber wishes to:**

receive cash distributions OR  have distributions re-invested in additional Units

*The Subscriber may change their election by providing 30 days’ prior written notice to the Manager.*

**Joint Accounts:** Name of Co-Subscriber (if any): \_\_\_\_\_

Each account holder must sign a copy of this Subscription Agreement and provide appropriate proof of identification. You hereby confirm that the Units are to be held by each of you as joint tenants and not as tenants in common and we are hereby authorized to take orders from either of you alone. Unless you both instruct us differently, (i) allocations for tax purposes will be made to each of you in equal amounts, and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the order of all joint holders (if paid by cheque) or to the account from which electronic payment for the subscription for Units was received.



This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts. Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
 (day) (month) (year)

X  
 \_\_\_\_\_  
 Subscriber's Signature

Is this a managed account?  Yes  No

**[If you are a dealer or adviser acting on behalf of a fully managed account, you must complete Appendix 1 and may leave the rest of this page blank. Dealers without discretionary authority acquiring Units on behalf of multiple clients must complete a separate Subscription Agreement for each such client, including this page, and the client as Subscriber must sign this Subscription Agreement unless the dealer or another person has signing authority as agent or attorney (proof of such authority must be provided with this Subscription Agreement).]**

<b>Name and Address of Subscriber:</b>	
_____	Tel. No.: _____
Print Name – (Full Legal Name)	
_____	Email: _____
Address (No P.O. Box Number)	
_____	
City, Province, Postal Code	

<b>If Subscriber is not an Individual:</b>	
Type of Entity: _____	Business Identification No.: _____
Name and Position of Signatory (if applicable): _____	Trust Identification No.: _____
Date of Incorporation or Formation: _____	

<b>If Subscriber is an Individual:</b> Date of Birth: _____ Citizenship: _____ S.I.N.: _____ Employer's Name and Address: _____ _____	<p><b><i>If Subscriber is an individual, his, her or their signature must be witnessed by a person who is neither a minor nor the spouse or child of the Subscriber:</i></b></p> <p><b>Witness</b></p> _____ Signature _____ Witness Name _____ Witness Address
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<b>If Individual is Purchasing through a Registered Plan:</b>	
Specify type of account:	Financial Institution: _____
<input type="checkbox"/> RRSP <input type="checkbox"/> RRIF <input type="checkbox"/> DPSP <input type="checkbox"/> TFSA <input type="checkbox"/> RDSP <input type="checkbox"/> FHSA <input type="checkbox"/> Other: _____	Account No.: _____

**Appendix 1**

**MANAGED ACCOUNT CLIENT(S)**

**This Appendix 1 must be completed by a registered dealer or adviser executing this Subscription Agreement on behalf of one or more fully managed accounts (provide evidence of authority).**

<b>Name and Address of Registrant Firm Subscribing on behalf of Managed Accounts:</b>	
_____ Print Full Legal Name	_____ Name of Individual Portfolio Manager
_____ Address	_____ Email Address of Portfolio Manager
_____ City, Province, Postal Code	_____ Telephone Number of Portfolio Manager
_____ Name and Title of Second Authorized Signatory (if required)	<b>X</b> _____ Signature of Individual Portfolio Manager
	<b>X</b> _____ Signature of Second Authorized Signatory (if required)

<b>For each managed account please provide the following information (either below or in a separate spreadsheet acceptable to the Manager):</b>			<i>[Manager Only]</i>		
			Valuation Date		
<u>Name and Address of Account Holder</u>	<u>Tax Identifier (SIN/TIN/BIN)</u>	<u>Subscription Amount (\$)</u>	<u>No. of Units</u>	<u>Series of Units</u>	<u>NAV P/U(\$)</u>

SCHEDULE "A"

CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

[To be completed and signed by all Subscribers.]

TO: Waypoint Investment Partners Inc. (the "Manager")

I have read and understand this "Consent to Electronic Delivery of Documents" and consent to the electronic delivery of the documents listed below that the Manager elects to deliver to me electronically, all in accordance with my instructions below.

- 1. The following documents may be delivered electronically pursuant to this consent:
a. Trade confirmations in respect of your purchase of units of Chesswood Canadian Asset-Backed Credit Fund Trust (the "Fund") where the Manager acts as exempt market dealer for the trade;
b. Unaudited interim and audited annual financial statements for the Fund;
c. Unaudited financial information about the Fund's Net Asset Value per Unit;
d. Notice reminding me of the use of the standing instructions I have provided to the Manager about my preference to receive or not receive the Fund's financial statements; and
e. Such other statements, reports or investment commentary as the Manager may choose to or is obligated by law to provide.
2. All documents delivered electronically will be delivered by email to the address listed on page S-9 and to any additional email address(es) listed below.
3. I acknowledge that I may receive from the Manager a paper copy of any documents delivered electronically at no cost if I contact the Manager by telephone, regular mail or electronic mail at:
Waypoint Investment Partners Inc.
1133 Yonge Street
Suite 603
Toronto, Ontario M4T 2Y7
Attention: Chris Nunes, Director of Operations and Client Service
Tel: 416-960-7690
Email: cnunes@waypointinvestmentpartners.com
4. I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.
5. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the Manager of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
6. I understand that I am not required to consent to electronic delivery of the above documents.
7. It is my express wish that the documents be delivered under this consent to be drawn up in English. Je confirme ma volonté expresse que les documents à remettre conformément au présent formulaire de consentement soient rédigés en anglais.

In addition to the above, I understand that as a result of my investment in the Fund, I will receive email correspondence from the Manager (or from the Fund's administrator or other service provider on behalf of the Manager) from time to time, including investment reports, promotional emails and other commercial electronic messages, even after I am no longer invested in the Fund. I also understand that I may withdraw my consent to receiving such communications unrelated to my investment in the Fund by contacting the Manager at the address above.

I wish to receive email copies of the documents referred to in paragraph 1 above: Yes No
I wish to receive paper copies of the documents referred to in paragraph 1 above: Yes No
I consent to receiving reports, promotional emails and other commercial electronic messages from the Manager or from other service providers on behalf of the Manager: Yes No

Signature: X

Name:

Additional email address(es) to which the documents noted above are to be delivered:

## SCHEDULE "B"

### CERTIFICATE OF ACCREDITED INVESTOR

**[To be completed and initialled by Subscriber if you checked the "Accredited Investor" box on page S-7.]**

**TO:** Waypoint Investment Partners Inc. (the "Manager")

In connection with the purchase by the undersigned purchaser (the "Subscriber") of Units of Chesswood Canadian Asset-Backed Credit Fund Trust (the "Fund"), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Fund and the Manager 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, British Columbia or Alberta of Canada and the Subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* ("NI 45-106") or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

**PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:**

- \_\_\_\_\_ (a) a Canadian bank, loan corporation, trust corporation, insurance company or other Canadian financial institution (as defined below) or a Schedule III bank,
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- \_\_\_\_\_ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- \_\_\_\_\_ (d) a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- \_\_\_\_\_ (e) an individual registered under the securities legislation of a province or territory of Canada as a representative of a person referred to in paragraph (d),
- \_\_\_\_\_ (e.1) an individual formerly registered under the securities legislation of a province or territory of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- \_\_\_\_\_ (f) the Government of Canada or of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory of Canada,
- \_\_\_\_\_ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- \_\_\_\_\_ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a province or territory of Canada,
- \_\_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 **[PLEASE ALSO COMPLETE SCHEDULE "B-1"]**,
- \_\_\_\_\_ (j.1) an individual who beneficially owns financial assets (as defined below) having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **[PLEASE ALSO COMPLETE SCHEDULE "B-1"]**,
- \_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets (as defined below) of at least \$5,000,000, **[PLEASE ALSO COMPLETE SCHEDULE "B-1"]**,
- \_\_\_\_\_ (m) a person, other than an individual or investment fund, that has net assets (as defined below) of at least \$5,000,000, as shown on its most recently prepared financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,

- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106 or equivalent exemptions under applicable securities legislation as specified in Section 8.2 of NI 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106,
- \_\_\_\_\_ (o) an investment fund that distributes or has distributed securities under a prospectus in a province or territory of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
- \_\_\_\_\_ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a province or territory of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- \_\_\_\_\_ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a province or territory of Canada or a foreign jurisdiction,
- \_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the province or territory of the registered charity to give advice on the securities being traded,
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- \_\_\_\_\_ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors, ***Please indicate the name and category of accredited investor (by reference to the applicable letter above or below ) of each owner of interests:***

<u>Name of Owner of Interests:</u>	<u>Category:</u>
_____	_____
_____	_____

***[attach sheet if more than 3 – if (w) applies to an owner, provide information below]***

- \_\_\_\_\_ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
- \_\_\_\_\_ (w) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse. ***If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each of:***

<b>Accredited Investor:</b>	<b>Name:</b>	<b>Category:</b>
Individual who established trust:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____

***[attach sheet if more than 3 trustees]***

**Defined Terms:**

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

“**Canadian financial institution**”, except in Ontario, means:

- (i) a bank listed in Schedule I or II to the *Bank Act* (Canada),
- (ii) a body corporate, as defined in the *Trust and Loan Companies Act* (Canada) and to which that Act applies,
- (iii) an association, as defined in the *Cooperative Credit Associations Act* (Canada) and to which that Act applies,

- (iv) an insurance company or a fraternal benefit society incorporated or formed under the *Insurance Companies Act* (Canada),
- (v) a trust, loan or insurance corporation authorized to carry on business by or under an Act of the legislature of a jurisdiction of Canada,
- (vi) a credit union, central credit union, caisse populaire, financial services cooperative or credit union league or federation that is incorporated or otherwise authorized to carry on business by or under an Act of the legislature of a jurisdiction of Canada, or
- (vii) a treasury branch established by or under an Act of the legislature of a jurisdiction of Canada;

“**Canadian financial institution**”, in Ontario, means:

- (i) a bank listed in Schedule I of II to the *Bank Act* (Canada),
- (ii) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473 (1) of that Act, or
- (iii) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, financial services cooperative or credit union central or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;

“**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 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 an institute or association of chartered accountants, certified general accountants or certified management accountants in a province or territory of Canada provided that the lawyer or public accountant must not
  - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - (B) 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;

“**executive officer**” means, for an issuer, an individual who is:

- (i) a chair, vice-chair or president;
- (ii) vice-president in charge of a principal business unit, division or function including sales, finance or production; or
- (iii) performing a policy-making function in respect of the issuer;

“**financial assets**” means (i) cash, (ii) securities, and (iii) contracts of insurance, deposits and evidences of deposit that are not securities for the purposes of securities legislation (the value of the Subscriber’s personal residence or other real estate is not included in the calculation of financial assets);

“**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 syndicate, unincorporated organization, trust or a natural person in his, her or their capacity as trustee, executor, administrator or other legal personal representative;

“**net assets**” means all of the Subscriber’s assets minus all of his, her, their or its liabilities;

“**person**” includes:

- (i) an individual,
- (ii) a corporation,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, 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;

“**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 clause (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 beneficially owns or directly or indirectly 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-1” / FORM 45-106F9  
FORM FOR CERTAIN INDIVIDUAL ACCREDITED INVESTORS**

*[To be completed by Subscriber and his, her or their salesperson if Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule “B”.]*

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

<b>SECTION 1</b>	
<b>1. About your investment</b>	
Type of securities: <i>Trust Units</i>	Issuer: <i>Chesswood Canadian Asset-Backed Credit Fund Trust</i>
Purchased from Issuer: Yes	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____ <i>[Insert amount appearing on page S-8.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment. <i>[Note: please read the Offering Memorandum of the Fund delivered with this Subscription Agreement and note the section entitled “Financial and Unitholder Reporting”.]</i>	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. <i>[Note: The Manager will only accept a subscription from the Subscriber if the salesperson identified in section 5 below is a dealing representative of the Manager or of another registered dealer.]</i> To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
• 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.) <b>(k)</b>	
• 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. <b>(k)</b>	
• 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. <b>(j)</b>	
• 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.) <b>(l)</b>	



<b>4. Your name and signature</b>	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes and signs the form.]</i>	
First and last name (please print):	
Signature: X	Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the Manager, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment, please contact:</b>	
<p>Chesswood Canadian Asset-Backed Credit Fund Trust  Waypoint Investment Partners Inc.  1133 Yonge Street, Suite 603  Toronto, Ontario  M4T 2Y7  Attention: Chris Nunes, Director of Operations and Client Service  tel: 416-960-7690  email: cnunes@waypointinvestmentpartners.com</p> <p><b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b></p>	

## SCHEDULE “C”

### CERTIFICATE OF SUBSCRIBER’S AGENT

**[To be completed if the Subscriber is a client of another registered dealer or of another adviser with full discretionary authority (the “Subscriber’s Agent”).]**

By submitting this completed Subscription Agreement to the Manager, the Subscriber’s Agent hereby acknowledges and confirms that it has fulfilled all relevant “know-your-client” and suitability obligations that it owes to the Subscriber and all identification and investor information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber’s Agent also agrees to provide any information requested by the Manager to assist it in discharging its obligations under such laws. Specifically, the Subscriber’s Agent represents and warrants that:

- (i) it has delivered a copy of the Offering Memorandum to the Subscriber;
- (ii) if the Subscriber has completed Schedule “B,” it has taken appropriate steps to confirm that the Subscriber is an accredited investor;
- (iii) it does not keep anonymous accounts or accounts in obviously fictitious names;
- (iv) it has identified, verified and recorded the identity of the Subscriber as required by anti-money laundering and anti-terrorist financing legislation in Canada;
- (v) in the event that it is unable to verify the identity of the underlying Subscriber, it will inform the Manager as soon as it is reasonably practicable, if permitted by law;
- (vi) it has verified the Subscriber’s source of funds to the best of its knowledge and it is not aware and has no reason to suspect that such funds have been derived from any illegal activities;
- (vii) it will maintain all necessary records on transactions for the Subscriber and it will keep records on client identification, account files and business correspondence relating to the Subscriber for at least seven (7) years after the Subscriber’s account is closed; and
- (viii) it will provide supporting documentation to the Manager on file relating to the Subscriber if requested by the Manager.

The Subscriber’s Agent further represents and warrants that:

- (i) it is a “reporting Canadian financial institution” for the purposes of the Canada-United States Enhanced Tax Information Exchange Agreement and Part XVIII of the *Income Tax Act* (Canada) (collectively referred to as “**FATCA**”) and a “reporting financial institution” for the purposes of Part XIX of the *Income Tax Act* (Canada) (“**CRS**”);
- (ii) the Units are considered to be issued in “client name” for purposes of FATCA and CRS compliance, thus it is responsible for conducting due diligence under FATCA and CRS in connection with the subscription hereby made (collectively, the “**Due Diligence Obligations**”);
- (iii) it shall discharge the Due Diligence Obligations under each of FATCA and CRS in respect of the Subscriber, including but not limited to (i) having received the FATCA & CRS Self-Certification from the Subscriber prior to the receipt by the Manager of this completed Subscription Agreement and (ii) completing **Schedule “C-1”** in a manner that accurately reflects the contents of the FATCA & CRS Self-Certification that was received from the Subscriber;
- (iv) it shall obtain a new FATCA & CRS Self-Certification (the “**Updated FATCA & CRS Self-Certification**”) from the Subscriber immediately upon discovering or having reason to believe that the information contained in Schedule “C-1” as provided previously to the Manager is incorrect (the “**Relevant Time**”), and shall provide the Manager with an updated Schedule “C-1” that accurately reflects the contents of the Updated FATCA & CRS Self-Certification within 30 calendar days of the Relevant Time;
- (v) it shall provide to the Manager all information and documentation regarding the Subscriber as the Manager may reasonably request from time to time in order for the Fund (as represented by its agent the Manager) to comply with the obligations under FATCA and CRS;
- (vi) for any Subscriber that is a passive non-financial entity for purposes of FATCA or CRS and that is either (i) a trust with at least one discretionary beneficiary or (ii) an entity at least 25% of which is owned or controlled (directly or indirectly) by a trust with at least one discretionary beneficiary, it has appropriate procedures in place to be notified when a distribution is made to an aforementioned discretionary beneficiary. Immediately upon receiving such notification, it will (i) forthwith request an Updated FATCA & CRS Self-Certification from the Subscriber and (ii) provide the Manager with an updated Schedule “C-1” that accurately reflects the contents of the Updated FATCA & CRS Self-Certification within 30 calendar days of the notification; and
- (vii) the Subscriber’s Agent’s Global Intermediary Identification Number (“GIIN”) is \_\_\_\_\_.

The Subscriber's Agent acknowledges that the Manager is relying on the representations and warranties contained in this Certificate and agrees to indemnify and hold harmless the Manager and the Fund for all losses, costs, claims, expenses and damages that they may incur arising out of a misrepresentation or failure of the Subscriber's Agent to properly discharge its obligations above, including the Due Diligence Obligations.

_____	<b>X</b>	_____
Name of Subscriber's Agent and Dealer Number		Signature of Subscriber's Agent
_____		Date: _____
Name of Account Representative and Rep Number		
_____		<b>Is this a dealer fee-based account?</b>
Firm NRD Number	<input type="checkbox"/>	<b>Yes</b> <input type="checkbox"/> <b>No</b>

The Subscriber hereby acknowledges that the Subscriber's Agent may receive a trailing commission in respect of the Units purchased by the Subscriber.

The Subscriber agrees to provide information to the Manager as it may request from time to time for the purpose of complying with applicable securities laws, AML, FATCA and CRS even though the Manager may be relying on Subscriber's Agent to collect such information at first instance. The Subscriber hereby authorizes the Manager (i) to provide information to the Subscriber's Agent regarding the Subscriber's Unitholdings from time to time and (ii) to rely on and accept instructions from the Subscriber's Agent on the Subscriber's behalf in connection with subsequent purchases, redemptions and transfers of Units and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Manager on any improper instructions provided by the Subscriber's Agent.

_____	<b>X</b>	_____
Signature of Subscriber		Signature of Co-Subscriber (if applicable)

**If the Subscriber and the Subscriber's Agent complete this Schedule "C", the Subscriber DOES NOT need to complete Schedule "D", Schedule "E", Schedule "F", Schedule "G", Schedule "H" or Schedule "I".**

**SCHEDULE “C-1”**

**Information for FATCA/CRS Reporting**

The Subscriber is reportable for FATCA purposes:  Yes  No

If “YES”, please provide the following information:

- Residence Address: \_\_\_\_\_
- U.S. TIN: \_\_\_\_\_
- Canadian TIN: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_

If “YES” and the Subscriber is a passive NFFE that is controlled by one or more specified U.S. persons, please:

- Provide the following information on the Subscriber’s controlling person:
  - ❖ Residence Address: \_\_\_\_\_
  - ❖ U.S. TIN: \_\_\_\_\_
  - ❖ Canadian TIN: \_\_\_\_\_
  - ❖ Date of Birth: \_\_\_\_\_
  - ❖ Type of Controlling Person: \_\_\_\_\_
- If the Subscriber has more than one controlling person, provide the above information for each of the remaining controlling persons

The Subscriber is reportable for CRS purposes:  Yes  No

If “YES”, please provide the following information:

- Residence Address: \_\_\_\_\_
- Jurisdiction(s) of Residence for Tax Purpose and Subscriber’s foreign TIN for each such jurisdiction:  
\_\_\_\_\_
- Canadian TIN: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_

If “YES” and the Subscriber is a passive NFE that is controlled by one or more reportable persons, please:

- Provide the following information on the Subscriber’s controlling person:
  - ❖ Residence Address: \_\_\_\_\_
  - ❖ Jurisdiction(s) of Residence for Tax Purposes and Subscriber’s foreign TIN for each such jurisdiction:  
\_\_\_\_\_
  - ❖ Canadian TIN: \_\_\_\_\_
  - ❖ Date of Birth: \_\_\_\_\_
  - ❖ Type of Controlling Person: \_\_\_\_\_
- If the Subscriber has more than one controlling person, provide the above information for each of the remaining controlling persons

**SCHEDULE "D"**  
**KNOW-YOUR-CLIENT INFORMATION**

**[To be completed and initialled by the Subscriber unless the Subscriber is a registered firm, a Canadian financial institution or a Schedule III bank, or is otherwise a permitted client that has completed Schedule "C").]**

<b>Annual Income</b> (average past two years)		<b>Net Worth</b>		<b>Financial Assets</b>	
<input type="checkbox"/>	Under \$100,000	<input type="checkbox"/>	Under \$100,000	<input type="checkbox"/>	Under \$100,000
<input type="checkbox"/>	\$100,000-\$199,999	<input type="checkbox"/>	\$100,000-\$499,999	<input type="checkbox"/>	\$100,000-\$249,999
<input type="checkbox"/>	\$200,000-\$299,999	<input type="checkbox"/>	\$500,000-\$999,999	<input type="checkbox"/>	\$250,000-\$499,999
<input type="checkbox"/>	\$300,000-\$499,999	<input type="checkbox"/>	\$1,000,000-\$4,999,999	<input type="checkbox"/>	\$500,000-\$999,999
<input type="checkbox"/>	\$500,000 or more	<input type="checkbox"/>	5,000,000 or more	<input type="checkbox"/>	\$1,000,000-\$4,999,999
				<input type="checkbox"/>	\$5,000,000 or more

Spouse's Annual Income:\$ \_\_\_\_\_

Spouse's Net Worth:\$ \_\_\_\_\_

Spouse's Financial Assets:\$ \_\_\_\_\_

NET WORTH BREAKDOWN										
Note: fields marked with an asterix (*) are required.	<b>*Cash and Investments</b>				<b>*Personal Loans and Credit Card Balances</b>					
		a. cash and cash equivalents				<b>*Lines of Credit</b>				
		b. fixed income securities				<b>*Mortgages</b>				
		c. equity securities				<b>*Other</b>				
		d. alternative securities								
	<b>*Fixed Assets and Real Estate</b>				<b>Total Estimated Net Worth</b>			\$		

**Investment Knowledge**  
(please choose only one)

- High/Expert
- Good
- Limited
- Nil

**Knowledge of Alternative Investment Products**

Subscriber is invested in other alternative fund products?

- Yes
- No

**Other Investments Held**

- Bonds
- Mutual Funds
- ETFs
- Mortgages
- Term Deposits
- Stocks
- Real Estate

Approximate value of other investments held: \$ \_\_\_\_\_

**Investment Knowledge**  
**Limited** – you have only invested in simple securities such as savings bonds or well-known common shares largely based on the advice of others.  
**Good** – you have either traded in or have some knowledge of the basic characteristics of both fixed income securities and common shares, as well as a basic understanding of the degree of risk and reward inherent in these types of securities.  
**High/Expert** – you have a good business background, follow the markets regularly and have traded in and understand most types of investment securities.

**Investment Objectives (of this investment)**  
(check all that apply)

- Safety
- Income
- Balanced
- Growth
- Aggressive Growth

**Risk Tolerance**

- Low
- Low-to-medium
- Medium
- Medium-to-high
- High

**Liquidity**

Subscriber needs instant access to their investment:

- Yes
- No

**\*Definitions of Risk Tolerance** – this is your willingness to accept risk:

**“Low risk”** means:

The investor is willing to invest in funds with a level of risk that is typically associated with investments in money market funds and/or Canadian fixed income funds.

**“Low-to-medium risk”** means:

The investor is willing to invest in funds with a level of risk that is typically associated with investments in global and/or corporate fixed income funds.

**“Medium risk”** means:

The investor is willing to invest in funds with a level of risk that is typically associated with investments in balanced funds and equity portfolios that are diversified among a number of regions and/or sectors of the economy.

**“Medium-to-high risk”** means:

The investor is willing to invest in funds with a level of risk that is typically associated with investments in equity funds that may concentrate their investments in specific regions and/or specific sectors of the economy.

**“High risk”** means:

The investor is willing to invest in funds with a level of risk that is typically associated with investment in equity portfolios that may concentrate their investments in specific regions and/or specific sectors of the economy where there is a substantial risk of loss (e.g., emerging markets, precious metals).

**Risk Capacity**

What is your capacity to endure potential financial loss over the time horizon of the investment (maximum percentage loss of this investment): \_\_\_\_\_%\*

**\*While we will use this information in assessing suitability of this investment at the time of the investment, there is no guarantee regarding performance of the fund and potential losses.**

Do you understand the concept of **risk and return**?  No  Yes

\*One way to gauge risk is to look at how much an investment’s returns change over time. This is called volatility. In general, investments with higher volatility will have returns that change more over time. They typically have a greater chance of decreasing in value and may have a greater chance of higher returns. Investments with lower volatility tend to have returns that change less over time. They typically have lower returns and may have a lower chance of decreasing in value.

**Source of Subscription Funds**  Savings  Other: (please specify)  
 Sale of other investment  Borrowed

**Purpose of this Investment**  Investment for retirement  Children’s education fund  
 Short term investment only  Investment for a group plan  Investment of retained earnings  
 Other (please specify): \_\_\_\_\_

**Intended Length of Investment**  number of years: \_\_\_\_\_, or  undetermined at this time

**Liquidity Needs**

Do you have any large planned expenditures that may require liquidation of a portion of the portfolio?  No  Yes

If “yes”, please indicate approximately \$\_\_\_\_\_ in \_\_\_\_ months.

Please confirm whether you will need liquidity on an ongoing basis (e.g., to fund ongoing expenses):  No  Yes

If “yes”, please indicate how often you need liquidity (e.g., weekly, monthly, quarterly, etc.) and the estimated amount of each withdrawal: \_\_\_\_\_

Is investment in the fund being financed through the use of leverage or borrowing?  No  Yes

**Additional Personal Circumstances (for individuals)**

Principal Business or Occupation (if unemployed/retired, also indicate former occupation): \_\_\_\_\_

Employer's Name and Address: \_\_\_\_\_

Marital status: \_\_\_\_\_

Number of dependents: \_\_\_\_\_

Spouse's/partner's principal business/occupation: \_\_\_\_\_

Name of spouse or partner:  
\_\_\_\_\_

Is Subscriber an **insider (as defined in Schedule "C")** of a reporting issuer or other issuer whose securities are publicly traded?  Yes  No

If Yes, provide name(s) of issuer(s): \_\_\_\_\_

**Date:** \_\_\_\_\_ **Subscriber Initials:** \_\_\_\_\_

**Notes:** \_\_\_\_\_ **(Manager Only)**  
**Reviewed by:** \_\_\_\_\_  
**Initials:** \_\_\_\_\_

## SCHEDULE "E"

### PERMITTED CLIENT SUITABILITY WAIVER

**[To be completed, initialed and signed by the Subscriber if purchasing Units directly from the Manager and the Subscriber is a Permitted Client that does not wish to provide the know-your-client information set out in Schedule "D":]**

**TO:** Waypoint Investment Partners Inc. (the "Manager")

In connection with the purchase by the undersigned purchaser (the "Subscriber") of Units of Chesswood Canadian Asset-Backed Credit Fund Trust (the "Fund"), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Manager that the Subscriber is a permitted client within the meaning of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* ("NI 31-103"), and hereby (i) requests that the Manager not make suitability determinations for the Subscriber's account and its investment in the Fund, and (ii) unless the Subscriber is an individual, acknowledges that the Manager is not obligated to provide all of the disclosure and reporting required by Part 14 of NI 31-103 or to provide an independent dispute resolution service. Specifically, the Subscriber is:

#### **PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:**

- \_\_\_\_ (a) a Canadian financial institution or a Schedule III bank;
- \_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- \_\_\_\_ (c) a subsidiary of any person or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;
- \_\_\_\_ (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;
- \_\_\_\_ (e) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;
- \_\_\_\_ (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- \_\_\_\_ (g) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;
- \_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- \_\_\_\_ (i) 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;
- \_\_\_\_ (j) 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 managed account managed by the trust company or trust corporation, as the case may be;
- \_\_\_\_ (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company 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;



- \_\_\_\_\_ (l) an investment fund if one or both of the following apply:
  - (i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;
  - (ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;
- \_\_\_\_\_ (m) in respect of a dealer, a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (n) in respect of an adviser, a registered charity under the *Income Tax Act* (Canada) that is advised by an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (o) **an individual who beneficially owns financial assets (as defined in Schedule “B”) having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5 million;**
- \_\_\_\_\_ (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is 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;
- \_\_\_\_\_ (q) **a person or company, other than an individual or an investment fund, that has net assets (as defined in Schedule “B”) of at least \$25 million as shown on its most recently prepared financial statements;**
- \_\_\_\_\_ (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) to (q);

*This next question must be answered by Permitted Clients other than registered firms, Canadian financial institutions (as defined in Schedule “B”) and Schedule III banks:*

**Is the Subscriber an insider\* of a reporting issuer or other issuer**  Yes  
 whose securities are publicly traded?  No

**If Yes, provide name(s) of issuer(s):** \_\_\_\_\_

\* An “insider” includes:

- (1) a director or officer of an issuer;
- (2) a director or officer of a person who or company that is itself an insider or subsidiary of an issuer; and
- (3) a person or company that has:
  - (A) beneficial ownership of, or control or direction over, directly or indirectly; or
  - (B) a combination of beneficial ownership of and control or direction over, directly or indirectly;
  - (C) securities of an issuer carrying more than 10% of the voting rights attached to all the issuer’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution.

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

Name of Subscriber: \_\_\_\_\_

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

**SCHEDULE "F"**

**TRUSTED CONTACT INFORMATION**

**[To be completed by Subscriber if Subscriber is an individual purchasing Units directly from the Manager and has not already provided this information.]**

**TO:** Waypoint Investment Partners Inc. (the "Manager")

Canadian securities laws require the Manager to ask you for the name and contact information for a person that you trust and who is familiar with your personal circumstances (a "Trusted Contact Person" or "TCP"), so that the Manager may contact your TCP to assist it in protecting your financial interests and assets in certain circumstances. **Unlike a legal representative, a Trusted Contact Person has no authority to make decisions about your account. The Manager will not accept instructions on your account from the Trusted Contact Person unless he, she or they is also your legal representative.**

You must immediately let the Manager know of any change in your TCP's contact information and you can change your TCP at any time by contacting the Manager and completing the TCP change process. You are not required to provide the Manager with the name and contact information of a TCP but if you do, you confirm to the Manager that you have your TCP's permission to give the Manager this information and your TCP has agreed to act in this capacity.

The Manager may contact your TCP if it notices signs of financial exploitation or if you exhibit signs of diminished mental capacity that the Manager believes may affect your ability to make financial decisions relating to your account(s). The Manager may also contact your TCP to confirm your contact information if it is unsuccessful in contacting you after repeated attempts, particularly if the Manager's failure to contact you is unusual. The Manager may also ask the TCP to confirm the name and contact information of a legal representative such as an attorney under a power of attorney. You consent to the Manager contacting your TCP in the foregoing circumstances.

The Manager may stop or refuse transactions on your account or even place a hold on your account, including in the circumstances noted below, until the Manager have taken the steps necessary to ensure that it has complied with its legal and regulatory obligations in respect of your account. The Manager may share its concerns with its affiliates, including any actions it may take.

If the Manager reasonably believes that you are vulnerable and are the subject or target of financial exploitation or that you are experiencing diminished mental capacity that may affect your ability to make financial decisions, the Manager may place a temporary hold on your account or a particular transaction. The Manager will provide you with a verbal or written notice of the temporary hold and the reasons for placing the hold. The Manager will regularly review the facts around placing the temporary hold to assess whether the temporary hold should continue. The Manager may contact your TCP to discuss its reasons for placing or lifting the temporary hold and seek the TCP's assistance to resolve the matter.

The foregoing, and your consent, will remain valid unless revoked by you in writing.

<b>Name of Subscriber to which this Trusted Contact relationship applies:</b> _____		
<b>Name of Trusted Contact (Full legal name):</b> _____		
<b>Relationship of Trusted Contact to Subscriber:</b> _____		
<b><u>Contact information of Trusted Contact:</u></b>		
_____ Primary Residential Address		
_____ Home Phone	_____ Business Phone	_____ Cell Phone
_____ Email address		

**Signature of Subscriber:**  X  **Date:** \_\_\_\_\_

**SCHEDULE “G”**

**ENTITY CERTIFICATE**

***[To be completed and signed by Subscriber if purchasing Units directly from the Manager and the Subscriber is not an individual:]***

**TO:** Waypoint Investment Partners Inc. (the “**Manager**”)  
**RE:** Subscription for Units of Chesswood Canadian Asset-Backed Credit Fund Trust (the “**Fund**”)

I, \_\_\_\_\_ *[Name of Signatory]*,

of \_\_\_\_\_ *[Name of Entity]* (the “**Entity**”),  
do hereby certify for and on behalf of the Entity, but without personal liability, to the best of my knowledge, as follows:

***[NOTE: If the Subscriber has previously provided the following information in connection with a prior purchase of Units of the Fund or of interests in another fund managed by the Manager, and there has been no change to the information previously provided, simply check the box at the bottom of this Schedule “G” and sign without completing items 1 to 8.]***

1. I am the \_\_\_\_\_ *[Title]* of the Entity, and as such have knowledge of the matters certified to herein and have the power to bind the Entity;
2. the primary business of the Entity is: \_\_\_\_\_
3. the Entity is not insolvent and no acts or proceedings have been taken by or against the Entity or are pending in connection with the Entity, and the Entity is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Entity, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its constating certificate or declaration or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination;
4. the Entity has not failed to file such returns, pay such taxes or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate, declaration or existence;
5. attached to this certificate are true copies of the articles of incorporation and by-laws, declaration of trust, partnership agreement and/or other constating documents of the Entity (plus, in the case of a corporation, a certificate of corporate status or other record that confirms the corporation’s existence, for example, a record that has to be filed annually under provincial securities legislation, the corporation’s published annual report signed by an independent audit firm, a letter or a notice of assessment for a corporation from a municipal, provincial, territorial or federal government received within the past 12 months);
6. the name(s) of the current director(s) or managing partner(s), or the name(s) and address(es) of the current trustee(s), of the Entity are listed below: ***[Insert Names and Addresses – attach separate sheet if necessary]***

7. the name and address of each individual who
- in the case of an Entity that is a corporation, owns or controls directly or indirectly (i) 25% or more of the voting shares of the corporation or (ii) 25% or more of the total equity of the corporation,
  - in the case of an Entity that is a widely held or publicly traded unit trust, owns or controls directly or indirectly 25% or more of the units of the trust,
  - in the case of an Entity that is any other trust, is a settlor or a beneficiary, and
  - in the case of any other Entity, owns or controls directly or indirectly 25% or more of the interests in the Entity or otherwise exercises control over the affairs of the Entity
- are listed below: *[Insert Names and Addresses – attach separate sheet if necessary, together with documentary evidence of ownership]*

8. the names, titles and signatures of individuals who have the power to provide instructions to the Manager on behalf of the Subscriber are as follows:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**[A Schedule “H” must be completed for each individual authorized to provide instructions, however if there are more than three such persons, a Schedule “H” need only be completed by three of them (including the individual signing this certificate).]**

**Check the following box if the above information has already been provided in connection with a prior purchase of Units of the Fund or of interests in another fund managed by the Manager and there has been no change to the information previously provided:**

Date of previous subscription: \_\_\_\_\_

Name of other fund, if applicable: \_\_\_\_\_

**SIGNED** at \_\_\_\_\_ *[Insert City]* this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**X**  
\_\_\_\_\_

Name:

Title:

I have authority to bind the Entity

**SCHEDULE “H”**

**INDIVIDUAL IDENTIFICATION**

**[To be completed and signed by the Subscriber (if an individual), or by individual signatories signing on behalf of the Subscriber, if the Subscriber is purchasing Units directly from the Manager for the first time.]**

**TO:** Waypoint Investment Partners Inc. (the “**Manager**”)

In order to assist the Manager in discharging client identification obligations under anti-money laundering and anti-terrorism legislation, the Subscriber, if an individual, or each signatory, if the Subscriber is not an individual, either:

**[check Option 1 or 2 and bring or attach necessary documentation]**

**Option 1**

The individual has attended in person before an officer or employee of the Manager and has produced and allowed the Manager to make a photocopy of one of the following authentic, valid and current government-issued photo identification documents: **[check one]**

driver’s license;  passport; or

other acceptable government-issued photo identity document, namely \_\_\_\_\_ **[describe document]**

in the name of \_\_\_\_\_ **[individual name]**

**[To be completed by the Manager:]**

Name of Individual: \_\_\_\_\_

Document No. \_\_\_\_\_

Place of Issue: \_\_\_\_\_ **[city, province, country]**

Date of Expiry: \_\_\_\_\_ **[document must NOT be expired]**

Examined by: \_\_\_\_\_ **[name of employee of Manager]**

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

**Option 2**

The individual has not attended in person and hereby attaches copies (i.e., fax, photocopy, scan or electronic image) of the following valid and current documents from separate reliable and independent sources **[check two of the following boxes and bring or attach necessary documentation]**:

Document or information from a reliable source that contains the individual’s **name and date of birth** (e.g., original birth certificate, marriage certificate, insurance documents); and/or

Document or information from a reliable source that contains the individual’s **name and address** (e.g., CPP statement, CRA notice of assessment, utility bill); and/or

Document or information that contains the individual’s name and confirms that he, she or they has a deposit account, prepaid payment product account, or a credit card or other loan account with a financial entity (e.g., credit card statement, bank statement).

**Signature:** X \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE “T”**

**POLITICALLY EXPOSED PERSON / HEAD OF INTERNATIONAL ORGANIZATION  
DETERMINATION**

**[To be completed and signed by the Subscriber (if an individual).]**

**TO:** Waypoint Investment Partners Inc. (the “**Manager**”)

**a) Foreign Politically Exposed Person Determination**

Are you a foreign politically exposed person\* (PEP), or are you a family member\* or a close associate\* (for personal or business reasons) of a foreign PEP?  Yes  No

**b) Domestic Politically Exposed Person Determination**

Are you a domestic politically exposed person\*, or are you a family member\* or a close associate\* (for personal or business reasons) of a domestic PEP?  Yes  No

**c) Head of International Organization**

Are you a head of an international organization\* (HIO), or are you a family member\* or a close associate\* (for personal or business reasons) of a HIO?  Yes  No

**If yes to a), b) or c), please provide details:** \_\_\_\_\_

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

**Signature:** **X** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\* DEFINITIONS**

“**close associate**” can be an individual who is closely connected to a politically exposed person (“**PEP**”) or head of an international organization (“**HIO**”) for personal or business reasons. Some examples of relationships that could indicate a close association for personal or business reasons could include, but are not limited to, a person who is: a) business partners of, or who beneficially owns or controls a business with, a PEP or HIO, b) in a romantic relationship with a PEP or HIO, c) involved in financial transactions with a PEP or a HIO, d) a prominent member of the same political party or union as a PEP or HIO, e) serving as a member of the same board as a PEP or HIO; f) closely carrying out charitable works with a PEP or HIO; or g) listed as joint on a policy where one of the holders may be a PEP or HIO.

“**domestic politically exposed person**” or “**domestic PEP**” means an individual that holds, or has held within the last five years, one of the following offices or positions in or on behalf of the Canadian federal government, a Canadian provincial government or a Canadian municipal government:

- A Governor General, lieutenant governor or head of government;
- A member of the Senate or House of Commons or member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador’s attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province;
- A head of a government agency;

- A judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada;
- A leader or president of a political party represented in a legislature; or
- A mayor (the classification of mayor captures the head of a city, town, village, or rural or metropolitan municipality, regardless of the size or population).

An individual ceases to be a domestic PEP five years after they have left office or five 5 years after they are deceased.

“**family member**” means a mother, father, biological or adoptive child, brother, sister, half-brother, half-sister, spouse or common-law partner, ex-spouse or ex-common-law partner or spouse or common-law partner’s mother or father.

“**foreign politically exposed person**” or “**foreign PEP**” means an individual that holds, or has held, one of the following offices or positions in or on behalf of a foreign country:

- A head of state or government;
- A member of the executive council of government or a member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador’s attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a state-owned company or bank;
- A head of a government agency;
- A judge of a supreme court, constitutional court or other court of last resort; or
- A leader or president of a political party represented in a legislature.

Once an individual is determined to be a foreign PEP, they remain a foreign PEP forever (including deceased PEPs).

“**head of an international organization**” is an individual who currently holds or has held within the last five years the specific office or position of head of an international organization and the international organization that they head or were head of is either (a) an international organization established by the governments of states or (b) an institution established by an international organization. This would be the primary person who leads that organization, for example a president or CEO. An individual ceases to be a head of an international organization five years after they are no longer the head of the international organization or institution or five years after they are deceased.

“**international organization**” is an organization set up by the governments of more than one member country, has activities in several countries, and is bound by a formal agreement among member countries. An international organization has its own legal status, and it is an entity that is distinct from the member countries. Looking at how an organization was established will help determine if it is an international organization. For example, if the organization was established by a formally signed agreement between the governments of more than one country, then it is likely an international organization, and the head of that organization is a HIO.

**SCHEDULE “J”**

**STANDING INSTRUCTIONS REGARDING INTERIM AND  
ANNUAL FINANCIAL STATEMENTS**

***[To be completed and signed by Subscribers who wish to receive financial statements of the Fund.]***

**TO:** Chesswood Canadian Asset-Backed Credit Fund Trust (the “**Fund**”)  
c/o Waypoint Investment Partners Inc. (the “**Manager**”)

I acknowledge that I am entitled to, but may choose not to, receive annual financial statements and interim financial statements regarding the Fund.

Currently, I have chosen not to receive a copy of the annual or interim financial statements in respect of the Fund. The Manager will continue to follow these standing instructions until I inform the Manager of a change in such standing instructions.

Should I choose to change this standing instruction, I will tick one or both boxes below and execute this **Schedule “J”** where indicated. If I do not tick one of the boxes below, the Manager will deem me to have instructed the Manager not to deliver interim or annual financial statements.

I would like to receive the annual financial statements.

I would like to receive the interim financial statements.

I also acknowledge that if I have chosen to receive financial statements, the Manager proposes to send them to me electronically. The Manager also proposes to send me an electronic reminder of my instructions, and so I have completed Schedule “A” Consent to Electronic Delivery of Documents.

Signature: **X** \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_

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



**SCHEDULE “K”**  
**CERTIFICATE REGARDING DISCRETIONARY BENEFICIARIES**

*[To be completed only if the Subscriber is for purposes of FATCA/CRS a passive non-financial entity.]*

**TO:** Waypoint Investment Partners Inc. (the “**Manager**”)

**RE:** Subscription for units in Chesswood Canadian Asset-Backed Credit Fund Trust (the “**Fund**”)

The undersigned Subscriber is for purposes of FATCA or CRS a passive non-financial entity.

The undersigned Subscriber acknowledges that if (i) it is a trust with at least one discretionary beneficiary or (ii) it is directly or indirectly owned or controlled at least 25% by a trust with at least one discretionary beneficiary, then the Subscriber must provide the Manager with an updated Declaration of Tax Residence Form RC519 (the “**Updated Self-Certification**”) within 30 days of a distribution being paid or made payable to any discretionary beneficiary of the aforementioned trusts provided that the distribution constitutes a change in circumstance. Where the Updated Self-Certification is required, it shall identify all controlling persons of the Subscriber, including any discretionary beneficiaries that were either paid a distribution or for which a distribution was made payable.

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

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

\_\_\_\_\_  
Name and Title of Authorized Signatory (please print)

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

\_\_\_\_\_  
Name and Title of Authorized Signatory (please print)

\_\_\_\_\_  
Date

## SCHEDULE “L”

### RELATIONSHIP DISCLOSURE INFORMATION

***[The following disclosure only applies if the Subscriber is NOT a client of another registered dealer that has signed Schedule “C” and if the Subscriber is either an individual or is not a permitted client.]***

#### WAYPOINT INVESTMENT PARTNERS INC.

(the “Manager”, “we” or “us”)

#### **PURPOSE**

This document sets out important information concerning our relationship with you. It contains information about us, the services that we offer and your account(s) with us. Depending on whether you retain us as a portfolio manager or as an exempt market dealer, other important information you need to know about your relationship with us is contained in other documents that are provided to you as a client, such as any investment management agreement or other similar agreement that we enter into with you, any subscription agreement that you complete if you subscribe for securities of investment funds or other collective investment vehicles created and managed by us (the “Waypoint Funds”), the offering memorandum or other disclosure document that you receive if you purchase securities of a Waypoint Fund, and the account opening forms, periodic account statements and updates about changes to information that will be provided to you from time to time.

#### **AN OVERVIEW OF WAYPOINT INVESTMENT PARTNERS INC.**

Waypoint Investment Partners Inc. is registered as (a) an adviser in the category of portfolio manager and a dealer in the category of exempt market dealer in each of the ten provinces of Canada; and (b) an investment fund manager in Ontario, Québec and Newfoundland & Labrador.

#### **THE PRODUCTS AND SERVICES WE OFFER**

As a portfolio manager, we offer investment management services through the Waypoint Funds and directly to high net worth individuals and institutions through separately managed accounts. We also act as manager for the Waypoint Funds.

As an exempt market dealer, we offer dealer services to clients who purchase securities of the Waypoint Funds directly from us. As an exempt market dealer, we will only trade in securities distributed under a prospectus exemption (for example, to “accredited investors” within the meaning of applicable securities laws). **As an exempt market dealer, we exclusively offer proprietary products.**

**This disclosure statement is designed for investors in the Waypoint Funds who purchase their Units directly from us and not through another dealer and describes the relationship between us, as dealer of record, and you as a purchaser of Units of a Waypoint Fund.**

**The Waypoint Funds have restrictions on the ability to resell the units and redemptions or repurchases may be limited or suspended. Depending on the Waypoint Fund you hold, redemption or repurchase proceeds may have limits on cash redemptions, and redemptions or repurchases may be paid partly in cash and partly in kind or through redemption notes and there may be hold periods or early redemption or repurchase deductions.**

#### **CUSTODY OF CLIENT ASSETS**

When we act as dealer of record for an investor in a Waypoint Fund, we do not take possession at any time of the investor’s assets. Subscription monies are delivered directly to an account with a Schedule I or Schedule II Canadian bank, or a qualified custodian under National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (a “qualified custodian”), in the name of the Waypoint Fund, and redemption or repurchase monies are paid directly by the Waypoint Fund to the unitholder whose units are being redeemed or repurchased. Units of the Waypoint Funds (“Units”) are uncertificated and ownership of units of a Waypoint Fund is recorded in the investors’ names in the Waypoint Fund’s register that are maintained by the fund administrator and overseen by us as fund manager. Your interest in the Units you purchase may be subject to risk of loss if the fund administrator experiences a breakdown in its information systems. We have reviewed the fund administrator’s systems and data protection procedures and are satisfied that they are sufficient to manage such risk.

As an adviser with discretionary trading authority over our funds and managed accounts, we typically determine where and how managed assets are held. Typically, assets are held in a brokerage account in the name of the Waypoint Fund or client account to which it relates, and we have trading authority over those accounts as well as the ability to move cash or assets to another account. The risks associated with such arrangements are described in the applicable Offering Memorandum under “Risk Factors”. Cash is held in an account with a Schedule I or Schedule II Canadian bank, or a qualified custodian, to process subscriptions and repurchases.

***RISKS TO CONSIDER WHEN MAKING AN INVESTMENT DECISION***

Securities laws require us to provide all clients with a description of risks that you should consider when making an investment decision, even where clients have retained us to make investment decisions on their behalf. Risks associated with an investment in the applicable Waypoint Fund are set out in the Offering Memorandum.

***RISK OF USING BORROWED MONEY TO FINANCE AN INVESTMENT***

We do not lend money, extend credit or provide margin to our clients.

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase Units of a Waypoint Fund, your responsibility to repay the loan and pay interest as required by the terms of the loan remains the same even if the value of the Units purchased declines. Furthermore, there may be negative tax consequences for an investor who borrows money to purchase Units of a limited partnership.

***CONFLICTS OF INTEREST***

From time to time, we will be faced with conflicts of interest in providing you with the products and services described above. We will take reasonable steps to identify material conflicts of interests between us and our clients, and address such material conflicts of interest in the best interests of our clients.

Disclosure respecting potential conflicts of interest between the applicable Waypoint Fund and the Manager, in its capacity as manager and portfolio manager, is set out in the applicable Offering Memorandum. There are conflicts that may arise between an investor and the Manager when the Manager sells Units directly to an investor. Disclosure regarding material conflicts of interest in connection with our role as exempt market dealer and how we address them is set out in the Conflicts of Interest Disclosure statement attached as **Schedule “M”**. Investors who purchase Units directly from the Manager will receive an updated copy whenever there is a material change to such Statement.

***OPERATING CHARGES YOU MIGHT BE REQUIRED TO PAY***

There are no direct costs associated with the opening or operation of your account, however the Waypoint Fund(s) in which you are invested will pay us fees, as manager of the fund(s) we manage, which you will indirectly bear depending on the fund and the class and/or series of Units in which you are invested. Costs associated with an investment in the applicable Waypoint Fund are set out in the Offering Memorandum. You will indirectly bear a proportion of the applicable Waypoint Fund’s operating expenses (generally based on the net asset value of the Units you hold in relation to the net asset value of the Waypoint Fund, however certain fund expenses will be allocated only to certain classes or series of Units if we determine that those expenses should properly be allocated only to those classes or series).

***TYPES OF TRANSACTION CHARGES YOU MIGHT BE REQUIRED TO PAY***

There are no costs directly paid by you associated with purchasing, selling and redeeming or tendering for repurchase Units of a Waypoint Fund directly from us, other than possible redemption or repurchase costs to the Waypoint Fund that may be deducted from your redemption or repurchase proceeds. Any such redemption or repurchase costs are set out in the applicable Offering Memorandum.

***COMPENSATION PAID TO US***

The compensation paid to us in relation to the services we provide to you or to the Waypoint Fund(s) you may purchase through your account(s) are as described in the applicable Offering Memorandum.

***BENEFITS RECEIVED BY US***

The compensation paid to us in relation to the services we provide to you or to the Waypoint Funds that you may purchase through your account(s) are as described in the applicable Offering Memorandum. There are no other

benefits received by us from third parties in connection with your purchase or ownership of Units through us as exempt market dealer.

### ***IMPACT OF FEES, CHARGES AND OTHER EXPENSES ON YOUR RETURNS***

The fees, charges and other expenses described above under the headings “Operating Charges You Might be Required to Pay,” “Types of Transaction Charges You Might be Required to Pay” and “Benefits Received by Us” will affect the returns on the investments in your account(s) by reducing the returns in proportion to the fees, charges and expenses. Fees embedded within a Waypoint Fund, and any profit-sharing arrangements, reduce the market value of those securities held in your account(s). When considering the fees, charges and other expenses applicable to your account(s) and the investments you hold, you should understand that a fee, charge or other expense charged to your account(s) or the investments you hold will compound over time as a deduction to the overall value of your account(s) and/or the investments. Every dollar used to cover fees, charges and other expenses is one less dollar left to invest to compound and grow over time.

### ***REPORTING TO YOU***

The applicable Waypoint Fund will provide to you certain information and financial reports as set out in the applicable Offering Memorandum. In addition, as the dealer of record selling the Units to you, you are entitled to receive from us (unless you are a permitted client and have otherwise waived this requirement):

- a written confirmation of the purchase indicating, among other things, the number and class or series of Units issued as well as the purchase price thereof and any charges applicable to the purchase;
- a written confirmation of any redemption or repurchase of Units, indicating, among other things, the number and class or series of Units redeemed or repurchased as well as the redemption or repurchase proceeds therefrom and any charges applicable to the redemption or repurchase;
- a statement to you at the end of each quarter (or month, if you request monthly reporting) showing, for each purchase, redemption, repurchase or transfer made by you during the period (i) the date of the transaction, (ii) whether the transaction was a purchase, redemption, repurchase or transfer, (iii) the number and class or series of Units purchased, redeemed, repurchased or transferred, (iv) the price per Unit paid or received by you and (v) the total value of the transaction, as well as the number, series, original cost and Net Asset Value of Units held by you at the end of the period; and
- an annual statement on certain charges and other compensation charged to you during the year (if applicable), as well as a report on investment performance of your Units.

### ***COMPLAINTS AND DISPUTE RESOLUTION***

We are committed to providing you with the level of service our clients have come to expect of us, including the prompt and fair resolution of any concern or complaint. If you are unable to satisfactorily resolve any complaint or other concern you may have about the handling of your account, we would ask you to direct your complaint to the attention of our Chief Compliance Officer. We encourage you to take the additional time to put any complaint or other concern you have in writing as it is our experience that client complaints and concerns are typically resolved faster, if not more satisfactorily, when submitted in writing. Our Chief Compliance Officer will promptly undertake an initial review of your concern or complaint and will either attempt to deal with or resolve it directly with you or we may refer you to OBSI. **Schedule “L-1”** describes the dispute resolution service available to you by OBSI.

### ***KYC AND SUITABILITY***

In our role as dealer of record, unless you are a permitted client that has completed Schedule “E,” it is our obligation to determine whether the Units are a suitable investment for you having regard to your investment needs and objectives, your personal and financial circumstances, your investment knowledge, your risk profile (which includes your risk tolerance and risk capacity) and your investment time horizon, and puts your interests first. The information we are required to collect from you is set out in **Schedule “D”**.

### ***TRUSTED CONTACT PERSON***

If you are an individual, we will ask you for the name and contact information for a trusted contact person (“**Trusted Contact Person**”) and your consent to contact the Trusted Contact Person in certain prescribed circumstances. We will contact your Trusted Contact Person to confirm or make inquiries about possible financial exploitation, or if we have concerns about your mental capacity as it relates to your ability to make financial decisions. We may also contact your Trusted Contact Person to confirm your current contact

information if we cannot reach you after multiple attempts, or to confirm the name and contact information of a legal guardian, executor of an estate or trustee of a trust under which you are a beneficiary, or any other of your personal or legal representatives. See **Schedule “F”**.

***TEMPORARY HOLDS***

If you are an individual, if we reasonably believe that you are in a vulnerable position and are being financially exploited or that you are experiencing diminished mental capacity that may affect your ability to make financial decisions relating to your account(s) with us, we may place a temporary hold on a particular transaction. We will provide you with notice, either written or verbal, explaining our reasons for the temporary hold. We may also contact your Trusted Contact Person about a temporary hold.

***BENCHMARKS***

You may find it helpful to compare the returns from your investments against one or more relevant benchmarks (i.e., the return that you may have received had you invested in a comparable investment, or a comparison of your investment to an average or median return of a basket of comparable investments). A benchmark for a fund might be an index of issuers with similar investment mandates. You should be aware of the similarities and differences between the benchmark and the investment, such as the concentration/diversification of securities, industries and or markets, the impact of fees and expenses on such returns, and risks inherent in such investments and investment strategies. Should we use a benchmark comparison when reporting the performance of a Waypoint Fund, an explanation of the similarities and differences between the Waypoint Fund and the benchmark will be provided at that time.

***WHAT YOU CAN DO AND OTHER HELPFUL INFORMATION***

It is important that you actively participate in our relationship. In particular, we encourage you to:

- Keep us fully and accurately informed regarding your personal circumstances, and promptly advise us of any change to information that could reasonably result in a change to the types of investments appropriate for you, such as a change to your income, investment objectives, risk tolerance, time horizon or net worth.
- Review the documentation and other information we provide to you regarding your account, transactions conducted on your behalf and the holdings in your portfolio.
- Ask questions of and request information from us to address any questions you have about your account, transactions conducted on your behalf or the holdings in your portfolio, or your relationship with us or anyone acting on our behalf.

**SCHEDULE “L-1”**  
**COMPLAINTS PROCESS AND INDEPENDENT DISPUTE RESOLUTION SERVICE**

**WAYPOINT INVESTMENT PARTNERS INC.**

***[For Subscribers who are purchasing Units directly from the Manager and are either individuals or are not permitted clients that have completed Schedule “E”:]***

**WHAT TO DO IF YOU HAVE A COMPLAINT**

**Our complaint process**

**Filing a complaint with us**

If you have a complaint about our services or a product, contact us at:

Waypoint Investment Partners Inc.

1133 Yonge Street, Suite 603

Toronto, Ontario, M4T 2Y7

Attention: Amy Aubin, Chief Compliance Officer

tel: 416-960-7689

email: [aaubin@waypointinvestmentpartners.com](mailto:aaubin@waypointinvestmentpartners.com)

You may want to consider using a method other than email for sensitive information.

**Tell us:**

- what went wrong
- when it happened
- what you expect, for example, money back, an apology, account correction

**We will acknowledge your complaint**

We will acknowledge your complaint in writing, as soon as possible, typically within 5 business days of receiving your complaint.

We may ask you to provide clarification or more information to help us resolve your complaint.

**We will provide our decision**

We normally provide our decision in writing, within 90 days of receiving a complaint.

It will include:

- a summary of the complaint
- the results of our investigation
- our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision

**If our decision is delayed**

If we cannot provide you with our decision within 90 days, we will:

- inform you of the delay
- explain why our decision is delayed, and
- give you a new date for our decision

You may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI).

**If you are not satisfied with our decision**

You may be eligible for OBSI’s dispute resolution service.

**Help us resolve your complaint sooner**

- Make your complaint as soon as possible.
- Reply promptly if we ask you for more information.
- Keep copies of all relevant documents, such as letters, emails and notes of conversations with us.

**A word about legal advice**

You always have the right to go to a lawyer or seek other ways of resolving your dispute at any time. A lawyer can advise you of your options. There are time limits for taking legal action. Delays could limit your options and legal rights later on.

## Taking your complaint to OBSI

You may be eligible for OBSI's free and independent dispute resolution service if:

- we do not provide our decision within 90 days after you made your complaint, or
- you are not satisfied with our decision

OBSI can recommend compensation of up to \$350,000.

OBSI's service is available to clients of our firm. This does not restrict your ability to take a complaint to a dispute resolution service of your choosing at your own expense, or to bring an action in court. Keep in mind there are time limits for taking legal action.

### Who can use OBSI

You have the right to use OBSI's service if:

- your complaint relates to a trading or advising activity of our firm or by one of our representatives
- you brought your complaint to us within 6 years from the time that you first knew, or ought to have known, about the event that caused the complaint, and
- you file your complaint with OBSI according to its time limits below

### Time limits apply

- If we do not provide you with our decision within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.
- If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

### Filing a complaint with OBSI

#### Contact OBSI

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

Telephone: 1-888-451-4519 or 416-287-2877 in Toronto

#### OBSI will investigate

OBSI works confidentially and in an informal manner. It is not like going to court, and you do not need a lawyer.

During its investigation, OBSI may interview you and representatives of our firm. We are required to cooperate in OBSI's investigations.

#### OBSI will provide its recommendations

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us. OBSI can recommend compensation of up to \$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than \$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

**For more information about OBSI, visit [www.obsi.ca](http://www.obsi.ca)**

#### Information OBSI needs to help you

OBSI can help you best if you promptly provide all relevant information, including:

- your name and contact information
- our firm's name and contact information
- the names and contact information of any of our representatives who have been involved in your complaint
- details of your complaint
- all relevant documents, including any correspondence and notes of discussions with us

## SCHEDULE “M”

### CONFLICTS OF INTEREST DISCLOSURE

#### WAYPOINT INVESTMENT PARTNERS INC.

(“Waypoint”, “we” or “us”)

This conflicts of interest disclosure statement is designed for investors in the investment funds and other collective investment vehicles created and managed by us (the “**Waypoint Funds**”) who purchase their Units directly from Waypoint and not through another dealer (the “**EMD Clients**”), and describes the material conflicts of interest that arise or may arise between Waypoint and such clients, and between Waypoint’s registered representatives and such clients. Canadian securities laws require Waypoint to take reasonable steps to identify and respond to existing and reasonably foreseeable material conflicts of interest in a client’s best interest and tell clients about them, including how the conflicts might impact clients and how Waypoint addresses them in a client’s best interest.

#### **What is a Conflict of Interest?**

A conflict of interest may arise where (a) the interests of Waypoint or those of its representatives and those of a client may be inconsistent or different, (b) Waypoint or its representatives may be influenced to put Waypoint or the representative’s interests ahead of those of a client, or (c) monetary or non-monetary benefits available to Waypoint, or potential negative consequences for Waypoint, may affect the trust a client has in Waypoint.

#### **How Does Waypoint Address Conflicts of Interest?**

Waypoint and its representatives always seek to resolve all material conflicts of interest in the client’s best interest. Where it is determined that Waypoint cannot address a material conflict of interest in the client’s best interest, Waypoint and its representatives will avoid that conflict.

Waypoint has adopted policies and procedures to assist it in identifying and controlling any conflicts of interest that Waypoint and its representatives may face.

#### **Material Conflicts of Interest**

A description of the material conflicts of interest that Waypoint has identified in relation its role as manager and portfolio manager to the Waypoint Funds are set out in the applicable Offering Memorandum.

A description of the material conflicts of interest that Waypoint has identified in relation to its role as exempt market dealer to the EMD Clients, the potential impact and risk that each conflict of interest could pose, and how each conflict of interest has been or will be addressed, is set out below.

#### **Proprietary Products**

As an exempt market dealer, Waypoint intends only to sell interests in investments funds and other collective investment vehicles that are managed and advised by us, which are the Waypoint Funds referred to as “**proprietary products**”).

Currently, the Waypoint Funds are:

- Waypoint Private Credit Fund LP
- Waypoint All Weather Alternative Fund
- Chesswood Canadian Asset-Backed Credit Fund LP
- Chesswood Canadian Asset-Backed Credit Fund Trust

We may create and offer other investment vehicles that are proprietary products in the future that will include the name “Waypoint” or “Chesswood”.

Waypoint will not receive any compensation from EMD Clients or from the Waypoint Funds in connection with the distribution of Units of the Waypoint Funds as exempt market dealer. Waypoint does earn fees from its ongoing management of the Waypoint Funds and one of our affiliated entities may receive distributions based on profits of the applicable Waypoint Fund, but there are no commissions payable to Waypoint on the sale of securities of the Waypoint Funds.



The potential conflict is that Waypoint is only providing EMD Clients with access to proprietary products, from which Waypoint or receives management and/or advisory fees, and is not providing EMD Clients with access to a wider universe of investment funds and other collective investment vehicles managed by third-party fund managers. Further, the suitability determination conducted by Waypoint for EMD Clients (if applicable) will not consider the larger market of non-proprietary products or whether those non-proprietary products would be better, worse or equal in meeting EMD Clients' investment needs and objectives.

To manage the conflicts inherent in making investment recommendations or taking investment actions for EMD Clients in proprietary product only, Waypoint will only permit an EMD Client to be invested in Units of a Waypoint Fund if Waypoint considers such securities to be suitable for such EMD Client and that investing in such securities are in such EMD Client's best interest. Because Waypoint's suitability review does not include a broader universe of potential products, investors may wish to consider engaging a third-party dealer or adviser before acquiring securities of a Waypoint Fund.

### **Referral Arrangements**

Waypoint may enter into referral arrangements from time to time whereby it pays or provides a fee or other benefit for the referral of a client to Waypoint or to a Waypoint Fund, or whereby it receives a fee or other benefit for the referral of a client to another entity. Referral arrangements may be entered into both with other registrants and with non registrants. This can create a conflict between the person to whom the referral is made and the person making the referral, as the person making the referral is incented to do so by the promise of receiving compensation even where the investment is not necessarily in the best interest of the person making the investment.

While Waypoint currently has no referral arrangements in place, nor does it receive any referral fees, Waypoint may in the future, in its sole discretion, enter into referral arrangements whereby it pays a fee for the referral of a client to Waypoint or to one of the Waypoint Funds, or receives a fee for the referral of a client to a third party. No such payments will be made or received unless the referred investors are first advised of the arrangement and all applicable securities laws in connection with the referral arrangements are complied with.

### **Compensation Practices**

Firms have an inherent conflict of interest when they create incentives through their compensation practices for their representatives to sell or recommend certain products or services over others. For example, a representative could be paid a higher commission to sell a product where the firm would earn higher management or performance fees. Waypoint seeks to mitigate these conflicts by designing compensation programs that are product agnostic. Our registered representatives are not compensated differently based on which products or services they sell, nor is the variable portion of their compensation determined by such factors.

Conflicts related to compensation can also occur in supervisory positions, such as compliance, where supervisory staff compensation is tied to sales or revenue. This could cause these individuals to act in a manner that puts their own interests above those of clients. Waypoint does not use any variable compensation tied to sales or revenue in compensating compliance staff.

It should also be noted that Waypoint offers its EMD services only through proprietary products. See above under Proprietary Products.

### **Fees**

Waypoint offers fee-based accounts for some clients. These separately managed accounts pay fees directly to Waypoint and may invest in a non-fee paying series of a Waypoint Fund to avoid double-charging fees, or invest in a no-load series since they do not have an external adviser. Some clients may negotiate a fee with Waypoint based on the size of their account.

### **Gifts and Entertainment**

The giving or receiving of gifts and entertainment can compromise independence and objectivity, as it may cause individuals to act in anticipation or because of a gift instead of the best interests of clients. While Waypoint recognizes that the practice of giving and receiving gifts and entertainment is an established part of the asset management industry, it has policies in place to limit such activity to a modest amount and to ensure that it does not affect the decision making of its representatives. Waypoint keeps track of gifts and entertainment as part of its monitoring of this type of activity.

## Marketing Practices

Marketing materials are used in various forums to advertise Waypoint's products and services. Marketing can create a conflict of interest as there may be an incentive to overstate attributes and to understate risks and weaknesses. All marketing materials are reviewed by the CCO and approved prior to distribution. Marketing policies are in place governing the preparation and dissemination of marketing materials, including prohibiting material misstatements or omissions, including required disclosures, requirements for hypotheticals and CCO approval.

## Outside Activities

Individuals representing Waypoint may be involved in other activities outside of the firm that pose a conflict with the firm or its clients. Conflicts could arise due to the time involved with the outside activity, leaving insufficient time to devote to Waypoint, potential client confusion in dealing with the representative or access to material non-public information about securities issuers. The potential conflict of interest inherent in an outside activity must be analysed by the employee and the firm prior to the outside business activity being approved by the CCO of Waypoint. This will include considering: whether the individual will have sufficient time to properly carry out their duties with Waypoint; whether the individual will be able to properly service clients (including a fund); the risk of client confusion and what controls there are to mitigate this risk; whether the activity places the individual in a position of power or influence over clients or potential clients (in particular vulnerable clients); whether the activity provides the individual access to privileged, confidential or insider information relevant to their registerable activities (if so, the individual or the entire firm may be restricted from trading in or participating in decisions relating to securities of the issuers involved).

## Sales Practices

Certain sales practices raise conflicts of interest. In addition to the conflicts discussed under Compensation Practices, Gifts and Entertainment and Marketing Practices above, Waypoint also is exposed to conflicts of interest related to the sales of Units of the Waypoint Funds. Waypoint has staff who may interact with investment advisers who are in turn dealing with end-clients, who are unitholders of a Waypoint Fund. Conflicts may arise when dealing with such advisers:

- The provision of gifts, meals or entertainment to advisers may influence their decisions with regard to the investment of client money. Waypoint has policies that limit the amount of monetary or non-monetary benefit that can be provided to advisers, including through meals, entertainment, services, training or other benefits.
- The compensation of advisers, through trailing and other commissions, can influence adviser decisions. If a fund pays a higher trailing commission than other funds, then an adviser may be influenced to recommend such fund over other funds. There may be different classes or series of Units of a Waypoint Fund, and each class or series may pay a different fee based on certain criteria outlined in the respective Offering Memorandum or other disclosure document, such as size of investment or whether Waypoint is required to pay a selling commission to a selling dealer.

## Complaint Handling

Addressing a complaint by a client can create a potential conflict if Waypoint has a choice between addressing the complaint in a manner that is beneficial to Waypoint or addressing the complaint in the best interests of the client. The potential risk to you is that we act in our own business interests.

To control this potential conflict, Waypoint has a client complaints handling policy that applies to its activities as a portfolio manager and exempt market dealer. If we receive a complaint, we will provide you with an acknowledgment that includes a description of our obligations under applicable securities laws, the steps you must take to avail yourself of the Ombudsman for Banking Services and Investments ("OBSI"), an independent dispute resolution mechanism, and the name and contact information for OBSI. If we decide to reject a complaint or make an offer to resolve a complaint, we must provide you with written notice of our decision as soon as possible and we must make OBSI available to you at our expense. Any claims to OBSI must be no greater than \$350,000. See **Schedule "L-1"**.

**SCHEDULE “N”**  
**PRIVACY POLICY**

**WAYPOINT INVESTMENT PARTNERS 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 trust units (the “Units”) of Chesswood Canadian Asset-Backed Credit Fund Trust (the “Fund”), 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 Fund, 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 our affiliates; 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 and as provided in the Declaration of Trust governing the Fund. 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, and to our affiliates in connection with the services we provide related to your purchase of Units of the Fund, including:

- (a) financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- (b) other service providers to the Fund, such as accounting, legal or tax preparation services; and
- (c) 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 Manager to provide services to you. Each Waypoint Investment Partners 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 1133 Yonge Street, Suite 603, Toronto, Ontario, M4T 2Y7. 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 Waypoint Investment Partners Inc. at the following email: [compliance@waypointinvestmentpartners.com](mailto:compliance@waypointinvestmentpartners.com). Please note that your ability to participate in the Fund may be impacted should you withdraw your consent to the collection, use and disclosure of your personal information as outlined above. Waypoint Investment Partners Inc. reserves the right to modify or supplement its Privacy Policy at any time. If we make a change to the Privacy Policy, we will post such changes on our website.

**Investors should be aware that the Fund is required to file with each relevant Canadian securities regulatory authority a report setting out personal information such as the Subscriber’s name and address, the class and series of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by each such regulatory authority. The following officials can answer questions about the indirect collection of the information:**

**Ontario Securities Commission**  
Inquiries Officer  
20 Queen Street West, 22nd Floor  
Toronto, Ontario M5H 3S8  
Telephone: 416-593- 8314  
Toll free in Canada: 1-877-785-1555  
Facsimile: 416-593-8122  
Email: [exemptmarketfilings@osc.gov.on.ca](mailto:exemptmarketfilings@osc.gov.on.ca)

**Alberta Securities Commission**  
FOIP Coordinator  
Suite 600, 250 – 5th Street SW  
Calgary, Alberta T2P 0R4  
Telephone: 403-297-6454  
Toll free in Canada: 1-877-355-0585  
Facsimile: 403-297-6156

**British Columbia Securities Commission**  
Privacy Officer  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: 604-899-6854  
Toll free in Canada: 1-800-373-6393  
Facsimile: 604-899-6506  
Email: [FOI-privacy@bcsc.bc.ca](mailto:FOI-privacy@bcsc.bc.ca)

**Acceptance**

This Subscription Agreement is accepted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the City of Toronto, Ontario. (month) (year)

**Waypoint Investment Partners Inc.,**  
on its own behalf and as Manager of  
**CHESSWOOD CANADIAN ASSET-BACKED CREDIT FUND TRUST**

By: \_\_\_\_\_  
Authorized Signatory

<b>(Manager Only)</b>	
Subscriber Name:	_____
Subscription Amount:      \$	_____
Subscription Date:	_____
Series of Unit:	_____
Price Per Unit:              \$	_____
Number of Units Issued:	_____
Exemption:	_____

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