



VENATOR SELECT FUND

SUBSCRIPTION INSTRUCTIONS (CORPORATIONS)

1. **Complete Subscriber Information Form** (Pages 15-16)
2. **Complete Schedule A** – Accredited Investor Certificate (pages A1-A6)
3. **Complete Schedule B** – Permitted Client Suitability Waiver (pages B1-B2), *if applicable*
4. **Complete Schedule C** – Corporate Subscribers Only (pages C1-C2)
Attach 'Articles of Incorporation' and/or 'Declaration of Trust' if applicable
1. **Complete Schedule D** – Attestation as to Identity (page D-D2)
Attach copy of valid, government-issued identification
6. **Complete Schedule E** – *Instructions for Financial Statements (page E1)*
7. **Complete Schedule F** – *Consent to Electronic Delivery of Documents (pages F1-F2)*
8. **Complete Schedule G** – *Irrevocable Power of Attorney (pages G1-G2)*
9. **Complete Form RC519E** – Information Required for International Tax Reporting (U.S. FATCA)
10. **Review Schedule I** – Relationship and Conflict of Interest Disclosure: By purchasing units of a Fund, you are deemed to give Venator Capital the authority to have the Fund invest in issuers listed in Schedule I. Consequently, review carefully such disclosure. (pages I1-I3)
11. **Deliver Original Documentation and Payment** (certified cheque, bank draft or wire transfer) to Venator Capital Management Ltd. **before the last business day of subscription month**
2 Bloor Street West, Suite 901 • Toronto, ON • M4W 3E2 • info@venator.ca • 416.934.7994

PLEASE RETAIN A COPY OF THIS PAPERWORK FOR YOUR OWN RECORDS

WIRE TRANSFER INFORMATION

VENATOR SELECT FUND

Pay to:	Canadian Imperial Bank of Commerce
Address:	2 Bloor Street West, Toronto, ON M4W 3E2
SWIFT Code:	CIBCCATT
For the Account of:	Venator Select Fund
Account No.:	2018217
Transit No.:	00502
Institution No.:	010
Address:	2 Bloor Street West, Suite 901 Toronto, ON M4W 3E2
Reference:	[Insert Name of the Subscriber]

SUBSCRIPTION AGREEMENT

TO: Venator Select Fund, the “**Fund**”

AND TO: Venator Capital Management Ltd. (in its capacity as manager of the Fund, the “**Manager**”)

AND TO: Venator Genpar Ltd. (in its capacity as general partner of the Fund, the “**General Partner**”).

The undersigned (the “**Subscriber**”) hereby acknowledges receipt of the amended and restated confidential offering memorandum dated May 25, 2015 by private placement of retractable, redeemable units of the Fund.

The Fund is a limited partnership established under the laws of the Province of Ontario.

The Subscriber acknowledges that this subscription is not binding on any Fund until accepted, in whole or in part, by the Manager, on behalf of the Fund, in its sole discretion. The Subscriber hereby irrevocably subscribes for and agrees to purchase from the Fund that dollar value of Units set out below (the “**Subscription Price**”). The number of Units, thereby purchased (the “**Purchased Units**”) shall be determined by reference to the net asset value per Unit as of the applicable Valuation Date (as defined below). The Purchased Units form part of a continuous offering by the Fund to be issued and sold by the Fund on a private placement basis in reliance on applicable prospectus exemptions in all provinces and territories of Canada.

The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription for Units” including without limitation the representations, warranties and covenants set forth and the applicable schedules attached to this subscription agreement (the “**Subscription Agreement**”). The Subscriber further agrees, without limitation, that the Fund and the Manager may rely (without independent investigation) upon the Subscriber’s representations, warranties and covenants contained in such documents.

A Subscriber must return a completed and signed Subscription Agreement, together with payment acceptable to the Manager in the amount of the Subscription Price before Units may be issued to the Subscriber.

You may not change any part of this Subscription Agreement without the consent of the Manager.

TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS

In connection with the purchase of the Purchased Units, the Subscriber hereby represents, covenants and agrees with the Funds as set out below.

1. Constating Document

The Subscriber hereby acknowledges and agrees that the Units are subject to the terms and conditions of the limited partnership agreement of the Fund, as may be amended from time to time (the “**Partnership Agreement**”).

Capitalized terms used but not defined herein have the meanings ascribed thereto in the Partnership Agreement. In the event of a conflict between the provisions of this Subscription Agreement and the Partnership Agreement the provisions of the Partnership Agreement shall prevail. References to “Subscriber” shall also refer to and be binding on any Disclosed Beneficial Subscriber disclosed herein.

2. Amount Payable

The Subscriber will provide the funds required to purchase the Purchased Units (the “**Purchase Price**”) by no later than 4:00 p.m. on the last business day of the month (each, a “**Valuation Date**”) by certified cheque, wire

transfer, bank draft payable to the Fund, or such other method of payment acceptable to the Manager, to be held in trust for the Subscriber by the Manager or the Manager's designate and released in order to be applied to the purchase of the Purchased Units. The Subscriber hereby instructs the Manager or its designate, as the case may be, to deal with the Purchase Price on the terms set forth herein.

3. Acceptance of Subscription Agreement

The Subscriber acknowledges and agrees that participation in the Fund is subject to payment of the Purchase Price, the acceptance of this Subscription Agreement in whole or in part by the Manager, which acceptance shall be in the sole discretion of the Manager, acting reasonably, and certain other conditions set forth in the Offering Memorandum and the Partnership Agreement of the Fund. The Manager reserves the right to close the offering of Units at any time without notice. The Subscriber acknowledges that it will become a party to the Partnership Agreement and liable for all obligations of a Limited Partner upon acceptance of this Subscription Agreement by the Manager, in accordance with the Partnership Agreement. This Subscription Agreement and the Purchase Price or any portion thereof will be returned forthwith to the Subscriber at the address indicated on page 15 hereof if this Subscription Agreement or any part of this Subscription Agreement is not accepted.

4. Conditions of Closing

The obligations of the Fund to sell the Purchased Units to the Subscriber and to admit the Subscriber as a limited partner of the Fund is subject to the following conditions being fulfilled or performed on or before the time of issuance of Purchased Units, which conditions are for the exclusive benefit of the Fund and the Manager and may be waived, in whole or in part, by the Manager in its sole discretion:

- (a) the Subscriber delivering or causing to be delivered to the Manager the following, in trust:
 - (i) one fully completed and duly executed copy of this Subscription Agreement, including all relevant schedules and all other documentation contemplated by this Subscription Agreement; and
 - (ii) consideration in cash or in kind or partly in kind (including securities of the Subscriber held on account with the Manager) and if by cash in whole or in part, a certified cheque, wire transfer or bank draft or such other method of payment acceptable to the Manager, representing the Purchase Price for the Purchased Units;
- (b) the Manager accepting the Subscriber's subscription for the Purchased Units in whole or in part, which acceptance shall be in the its sole discretion, acting reasonably;
- (c) the offer, sale and issuance of the Purchased Units being exempt from the prospectus and registration requirements of Applicable Securities Laws. As used in this Subscription Agreement, "**Applicable Securities Laws**" means any and all securities laws including, statutes, rules, regulations, by-laws, policies, guidelines, orders, decisions, rulings and awards, applicable in the jurisdictions in which the Units will be offered, sold and issued;
- (d) the Subscriber executing and returning to the Fund all relevant documentation required by Applicable Securities Laws in connection with the offer, sale and issuance of the Purchased Units to the Subscriber;
- (e) the Fund obtaining all orders, permits, approvals, waivers, consents, licenses or similar authorizations of Regulators necessary to complete the offer, sale and issuance of the Purchased Units. As used in this Subscription Agreement, "**Regulator**" means (i) any governmental or public entity department, court, commission, board, bureau, agency or instrumentality and (ii) any quasi-governmental, self regulatory or private body exercising any regulatory authority; and

- (f) the representations and warranties of the Subscriber having been true and correct as of the date of this Subscription Agreement and being true and correct at the time of issuance of the Purchased Units.

5. No Unit Certificates

The Subscriber will not be entitled to receive a unit certificate or other instrument representing the Purchased Units or evidencing beneficial ownership of the Purchased Units from the Fund or any other person, and the ownership of Purchased Units shall be evidenced solely and conclusively by the register maintained by the Fund.

6. Acknowledgements of the Subscriber Regarding Prospectus Exemptions and Resale and Transfer Restrictions

The Subscriber, on its own behalf (and on behalf of any Disclosed Beneficial Subscriber) acknowledges and agrees that:

- (a) the decision to enter into this Subscription Agreement and purchase the Purchased Units has not been based upon any verbal or written representation or documentation as to fact or otherwise made by or on behalf of the Manager, its affiliates, or the Fund except as set forth in the Fund's Offering Memorandum (and not in any preliminary or earlier draft thereof or in any confidential information memorandum). Without limiting the generality of the foregoing, no person has made any written or oral representation to the Subscriber that any person will redeem the Purchased Units, or refund any of the purchase price of the Purchased Units, or that the Purchased Units will be listed on any exchange or quoted on any quotation and trade reporting system, or that application has been or will be made to list any such security on any exchange or quote the security on any quotation and trade reporting system, and no person has given any undertaking to the Subscriber relating to the future value or price of the Purchased Units;
- (b) the Subscriber has read and fully understands the Fund's Offering Memorandum and the Partnership Agreement and has had an opportunity to ask and have answered questions with respect to such Fund;
- (c) the sale and delivery of the Purchased Units to the Subscriber or to any Disclosed Beneficial Subscriber is conditional upon such sale being exempt from the prospectus filing requirements of any applicable statute relating to the sale of the Purchased Units or upon the issuance of such orders, rulings, consents or approvals as may be required to permit such sale without the requirement of obtaining registration or filing a prospectus;
- (d) the Purchased Units are being offered for sale only on a "private placement" basis, and that no prospectus has or will be filed with any Regulator in connection with the offer, sale and issuance of the Purchased Units and no Regulator has made any finding or determination as to the merit for investment in, or made any recommendation or endorsement with respect to, the Purchased Units;
- (e) the sale and delivery of the Purchased Units was not accompanied by any advertisement of the Units and was made without general solicitation or advertisement of the Units, including, but not limited to, the following: an advertisement, article, notice or other written or printed communication published in any newspaper, magazine or similar media or any communication broadcast over television or radio or any communication by means of recorded telephone messages or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;
- (f) no Regulator has made any finding or determination as to, or passed upon, the merit for investment of, nor have any Regulators made any recommendation or endorsement with

respect to the Units and there is no government or other insurance covering the Purchased Units;

- (g) no commission is payable on any Units purchased directly from the Manager. Participating dealers may, at their discretion, charge a commission of up to 1% of the net asset value of the Units purchased by their clients. Any such fee will be negotiated between the dealer and the investor and will be payable by the Subscriber;
- (h) the Fund is relying on an exemption from the requirement to provide the Subscriber with a prospectus under Applicable Securities Laws, and no prospectus has been filed by the Fund with any Regulator in any province of Canada or any other jurisdiction in connection with the offering of the Units and as a result:
 - (i) the Subscriber is restricted from using most of the civil remedies available under Applicable Securities Laws in respect of its purchase of the Purchased Units and is aware that the civil law or the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement;
 - (ii) the Subscriber will not receive information that would otherwise be required to be provided to it under Applicable Securities Laws or contained in a prospectus prepared for a public offering of the Units in accordance with Applicable Securities Laws; and
 - (iii) the Fund is relieved from certain obligations that would otherwise apply under Applicable Securities Laws;
- (i) the Subscriber irrevocably discloses to, and authorizes the Manager and its service providers to collect and use, certain personal information of the Subscriber including such Subscriber's full name, residential address or address for service, email address, social insurance number or the corporation account number, as the case may be;
- (j) the Purchased Units will be subject to resale restrictions under Applicable Securities Laws and that, since the Fund is not and has no current intention to become a "reporting issuer", or its equivalent, in any jurisdiction, this could result in a holder of Purchased Units having to hold such securities for an indefinite period of time if no statutory exemption may be relied upon or if no discretionary order or ruling is obtained in respect of the resale of such securities;
- (k) the Subscriber and any Disclosed Beneficial Subscriber will comply with all Applicable Securities Laws concerning any resale of the Purchased Units and will consult with its legal advisers or counsel to the Manager and the Fund with respect to complying with all restrictions applying to any such resale;
- (l) the Purchased Units shall not be transferred except in accordance with the terms and conditions of the Partnership Agreement;
- (m) no market exists for the Purchased Units and none is likely to develop;
- (n) any information concerning the Fund or the Purchased Units reviewed by the Subscriber does not constitute investment, accounting, legal or tax advice and that the Subscriber is relying solely upon itself and its professional advisors, if any, for such advice;
- (o) the Subscriber has read the "Risk Factors" section of the Fund's Offering Memorandum and has considered such risks carefully; and
- (p) the Subscriber acknowledges receipt of the relationship disclosure attached as Schedule "I".

7. Representations, Warranties and Covenants of the Subscriber

The Subscriber (on its own behalf and on behalf of any Disclosed Beneficial Subscriber) hereby represents, warrants, acknowledges and covenants to the Manager and to the Fund (which representations, warranties, acknowledgements and covenants shall survive the issuance of the Purchased Units and continue in full force and effect) that:

- (a) the Subscriber understands that an investment in Purchased Units is not without risk and the Subscriber (and any Disclosed Beneficial Subscriber) may lose his, her or its entire investment and that the Purchased Units are being acquired for investment only and not with a view to resale or distribution;
- (b) the Subscriber (and any Disclosed Beneficial Subscriber) was offered the Purchased Units in, and is resident in, the jurisdiction set out in the “Subscription and Subscriber’s Information” section on page 15 of this Subscription Agreement and intends the Applicable Securities Laws of that jurisdiction to govern the offer, sale and issuance of the Purchased Units to the Subscriber;
- (c) the Subscriber (and any Disclosed Beneficial Subscriber) is eligible to purchase the Purchased Units pursuant to an exemption from the prospectus requirements of Applicable Securities Laws;
- (d) the Subscriber (and any Disclosed Beneficial Subscriber) qualifies as an “accredited investor” within the meaning of National Instrument 45-106 *Prospectus Exemptions*, as evidenced by the Accredited Investor Certificate attached hereto as Schedule “B”, which has been completed and signed by the Subscriber;
- (e) if the Subscriber is a “permitted client”, as such term is defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“NI 31-103”) and wishes to waive the Manager’s obligations under sections 13.3 and 14.2 of NI 31-103, the Subscriber has completed and signed Schedule “B” to this Subscription Agreement;
- (f) the Subscriber (and any Disclosed Beneficial Subscriber) is not acting jointly or in concert with any other subscriber for Units for the purposes of the acquisition of the Purchased Units;
- (g) the Subscriber (and any Disclosed Beneficial Subscriber) will execute, deliver or assist the Fund in completing all documentation as may be required by Applicable Securities Laws to permit the purchase of the Purchased Units on the terms set forth herein;
- (h) this Subscription Agreement has been duly authorized, executed and delivered by, and, upon acceptance by the Fund, constitutes a legal, valid, binding and enforceable agreement of, the Subscriber subject to any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally, and general principles of equity, including that the granting of equitable remedies is within the discretion of a court of competent jurisdiction;
- (i) in the case of a subscription by the Subscriber for Purchased Units acting as trustee or as agent (including, for greater certainty, a portfolio manager or comparable adviser) for a disclosed or undisclosed principal, the Subscriber fully manages the accounts of such principal maintained with the Subscriber, is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal, to agree to the terms and conditions herein and therein set out and to make such representations, warranties, acknowledgements and covenants herein and therein contained, all as if such beneficial purchaser was the purchaser, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes the legal, valid and binding agreement of, such principal;

- (j) upon execution and delivery by the Subscriber and acceptance by the Fund, this Subscription Agreement and the Partnership Agreement (when executed by the undersigned) will each have been duly authorized, executed and delivered by, and will each constitute a legal, valid and binding agreement of, the Subscriber subject to:
 - (i) any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally; and
 - (ii) general principles of equity, including the granting of equitable remedies within the discretion of a court of competent jurisdiction;
- (k) if the Subscriber (or any Disclosed Beneficial Subscriber) is an individual, the Subscriber has obtained the age of majority and in every case is legally competent to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (l) if the Subscriber (or any Disclosed Beneficial Subscriber) is a corporation, partnership, unincorporated association or other entity, the Subscriber (or any Disclosed Beneficial Subscriber) has legal capacity, authority and competence to execute and deliver the Subscription Agreement and take all actions required pursuant thereto;
- (m) the Subscriber (and any Disclosed Beneficial Subscriber) has been advised to seek independent legal and tax advice in connection with this Subscription Agreement and as to the Subscriber's liabilities and obligations under the Partnership Agreement, and has sought and obtained such advice or has waived its right to obtain such advice and further acknowledges and agrees that the Subscriber is solely responsible at the Subscriber's own expense for obtaining such tax, investment, legal and other professional advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the transactions contemplated hereunder (including the resale and transfer restrictions referred to herein);
- (n) the Subscriber (on its own behalf and on behalf of any Disclosed Beneficial Subscriber) has full power and authority to execute and deliver this Subscription Agreement and the Partnership Agreement, and all other agreements, instruments and other documents contemplated hereby or thereby and to take all other actions required by this Subscription Agreement and the Partnership Agreement, and has obtained all necessary approvals and authorizations in connection therewith;
- (o) the Subscriber (and any Disclosed Beneficial Subscriber) has read the Fund's Offering Memorandum and is aware of the characteristics of the Purchased Units and of their speculative nature, as well as of the fact that they cannot be sold or otherwise disposed of except in accordance with the provisions of the Partnership Agreement and Applicable Securities Laws;
- (p) the Subscriber (and any Disclosed Beneficial Subscriber) is not (i) a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada) (the "**Tax Act**"), (ii) a "non-Canadian" within the meaning of the *Investment Canada Act* or (iii) a partnership and that he, she or it will maintain such status during such time as Purchased Units are held by him or her;
- (q) the Subscriber (and any Disclosed Beneficial Subscriber) is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act unless such investor has provided written notice to the contrary to the Manager prior to the date of acceptance of the investor's subscription for Purchased Units. An investor who is not an individual may be obliged to provide the Manager with a declaration that it is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act;
- (r) the Purchased Units have not been and will not be registered under the *United States Securities Act* of 1933, as amended (the "**U.S. Securities Act**"), or any state securities laws and the Purchased Units may not be offered or sold in the United States of America or to a

U.S. Person except in compliance with the requirements of an exemption from registration under the U.S. Securities Act and any applicable state securities laws. No offer of Purchased Units was made to the Subscriber (or any Disclosed Beneficial Subscriber) in the “United States” (as defined in Regulation S under the U.S. Securities Act), the Subscriber is executing this Subscription Agreement outside the United States of America and the Subscriber (and any Disclosed Beneficial Subscriber) has no intention to distribute, either directly or indirectly, any of the Purchased Units to any person within the United States of America or to a U.S. Person;

- (s) the offer to purchase the Purchased Units was not made to the Subscriber when the Subscriber was in the United States of America or when the Subscriber was a “U.S. person” (as defined in Rule 902(k) of Regulation S promulgated under the U.S. Securities Act) (each a “**U.S. Person**”) and at the time the Subscriber’s subscription for the Purchased Units was delivered to the Fund, the Subscriber was outside the United States of America and was not a U.S. Person and that:
 - (i) the Subscriber is not and will not be purchasing the Purchased Units, directly or indirectly, for the account or benefit of a U.S. Person or any person in the United States of America and the Subscriber does not have any agreement or understanding (either written or oral) with any U.S. Person or a person in the United States respecting:
 - (A) the transfer or assignment of any rights or interests in any of the Purchased Units; or
 - (B) the division of profits, losses, fees, commissions, or any financial stake in connection with this Subscription Agreement;
 - (ii) the current structure of this subscription and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the U.S. Securities Act and applicable United States of America state securities laws; and
 - (iii) the Subscriber has no intention to offer or distribute either directly or indirectly any of the Purchased Units in the United States of America or to U.S. Persons, except in compliance with the U.S. Securities Act;
- (t) the Subscriber (and any Disclosed Beneficial Subscriber) understands that, if required by Applicable Securities Laws, a report of the sale of the Purchased Units will be filed with the appropriate Regulator. The Subscriber hereby acknowledges that pursuant to such a report, the Fund may be obligated to disclose, among other things, the identity of the Subscriber and the particulars of the Subscriber’s holdings in the Fund. The Subscriber hereby consents to such disclosure;
- (u) the Subscriber acknowledges that due to money laundering requirements operating within their respective jurisdictions, the Fund and/or the Manager may require further identification of the Subscriber before this subscription for Purchased Units can be processed. The Subscriber agrees to provide all such information and the Fund and the Manager shall be held harmless and indemnified by the Subscriber against any loss arising from the failure to process this subscription if such information as has been required from the Subscriber has not been provided by the Subscriber;
- (v) the funds representing the aggregate Subscription Price which will be advanced by the Subscriber to the Fund hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”). To the best of its knowledge (a) none of the subscription funds to be

provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it shall promptly notify the Manager if the Subscriber discovers that any of such representations ceases to be true, and to provide the Manager with appropriate information in connection therewith;

- (w) in order to assist the Manager in discharging its obligations, the Subscriber (and any Disclosed Beneficial Subscriber) represents that neither he or she, or any director, officer and beneficial owner of it (unless the entity is specifically exempted), nor any of such person's mother or father, child, spouse or common-law partner, spouse's or common-law partner's mother or father, or brother, sister, half-brother or half-sister, is a politically exposed foreign person. A "politically exposed foreign person" is an individual who holds or has ever held one of the following offices or positions in or on behalf of a foreign country:
 - (i) a head of state or government;
 - (ii) a member of the executive council of government or member of a legislature;
 - (iii) a deputy minister (or equivalent);
 - (iv) an ambassador or an ambassador's attaché or counsellor;
 - (v) a military general (or higher rank);
 - (vi) a president of a state owned company or bank;
 - (vii) a head of a government agency;
 - (viii) a judge; or
 - (ix) a leader or president of a political party in a legislature.

The Subscriber (and any Disclosed Beneficial Subscriber) will immediately notify the Manager if the status of any such person in this regard changes;

- (x) the Subscriber (and any Disclosed Beneficial 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 an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (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;
- (y) the Subscriber (and any Disclosed Beneficial Subscriber) is not a person or entity with or in respect of whom transactions may be prohibited under Part II.1 of the *Criminal Code* (Canada) or under the regulations enacted under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada), or the *Freezing Assets of Corrupt Foreign Officials Act* (Canada). The Manager may in the future be required by law to disclose the name and other information relating to the Subscriber (and any Disclosed Beneficial Subscriber) and any purchase of Units, on a confidential basis, pursuant to the PCMLTFA, Criminal Code, regulations enacted under the United Nations Act, the Special Economic Measures Act, or the Freezing Assets of Corrupt Foreign Officials Act, or as otherwise may be required by applicable laws, regulations or rules;
- (z) the Subscriber (and any Disclosed Beneficial Subscriber) acknowledges and agrees that the Subscriber (and any Disclosed Beneficial Subscriber) may encounter delays in effecting redemptions or in receiving distributions or other payments from the Fund, and may be required to redeem from the Fund if information requested by the Fund, the General Partner or the Manager (as the case may be) or any of the Fund's other agents or service providers is not provided in a timely manner. In the event of any such delay in providing information, the

Subscriber shall indemnify the Fund, the General Partner or the Manager (as the case may be), and hold it harmless, against any loss resulting from such delay;

- (aa) the Subscriber (and any Disclosed Beneficial Subscriber) acknowledges and agrees that redemption proceeds or other amounts paid to the Subscriber will be paid only to an account in the Subscriber's name, unless the Manager in its sole discretion agrees otherwise;
- (bb) the Subscriber (or any Disclosed Beneficial Subscriber) agrees to keep confidential all information provided to the Subscriber relating to the business and affairs of the Fund and not to distribute or otherwise make available any such information to any other person or otherwise exploit any such information; and
- (cc) the entering into of this Subscription Agreement and the completion of the transaction contemplated hereby will not result in the violation of any of the terms and provisions of any law, judgment, decree, order, statute, rule or regulation applicable to, or the constating documents, by-laws or resolutions of, the Subscriber or of any agreement, contract, indenture, written or oral, or other instrument or document to which the Subscriber is a party or by which the Subscriber is bound.

The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of any Disclosed Beneficial Subscriber) that the foregoing representations and warranties are made with the intent that they may be relied upon by the Fund and the Manager and their respective counsel in determining the Subscriber's eligibility or (if applicable) the eligibility of others on whose behalf the Subscriber is contracting hereunder to purchase the Purchased Units under Applicable Securities Laws and, in the case of such counsel, to provide any necessary opinions in respect of the sale of the Purchased Units. The Subscriber (and any Disclosed Beneficial Subscriber) further agrees that by agreeing to accept the Purchased Units on the date that such Purchased Units are issued, the Subscriber shall be representing and warranting that the foregoing representations and warranties are true as at the date of such issuance. The Fund and the Manager shall be entitled to rely on the representations and warranties of the undersigned contained in this Subscription Agreement and the Subscriber shall indemnify and hold harmless the Fund and the Manager for any loss or damage they may suffer as a result of any misrepresentation of the undersigned.

8. Representations and Warranties of the Manager

The Manager represents and warrants to the Subscriber, and acknowledges that the Subscriber is relying upon such representations and warranties in connection with its subscription for Purchased Units as provided herein, that:

- (a) the Fund has been duly established or formed under the laws of the Province of Ontario and has all requisite power, authority and capacity to carry on its business as it is described in its Partnership Agreement and in its Offering Memorandum;
- (b) Venator Genpar Ltd., its general partner, is a corporation incorporated under the *Business Corporations Act* (Ontario) and has all requisite power, authority and capacity to act as the general partner of the Fund, and Venator Genpar Ltd. is the duly appointed general partner of the Fund;
- (c) the Manager is a corporation incorporated under the *Business Corporations Act* (Ontario) and has all requisite power, authority and capacity to act as the Manager of the Funds. The Manager is the duly appointed Manager of the Fund;
- (d) the Fund has all requisite power, authority and capacity to create, issue, offer, sell and deliver the Purchased Units;
- (e) the Manager has and will have at the time of issuance of the Purchased Units all requisite power, authority and capacity to execute, deliver and perform the obligations of the Fund under this Subscription Agreement and the obligations of the Manager under the Partnership

Agreement (on its own behalf and on behalf of the Fund, as applicable) in compliance with all applicable laws, rules and regulations, and this Subscription Agreement and the Partnership Agreement have been duly authorized, and, at the time of issuance of the Purchased Units, will have been duly executed and delivered by the Manager (on its own behalf and on behalf of the Fund, as applicable) and, assuming due authorization, execution and delivery by the other parties thereto, will be legal, valid and binding obligations of the Manager and the Fund, as applicable, enforceable against the Manager and the Fund, as applicable, in accordance with their respective terms subject to:

- (i) any applicable bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally; and
- (ii) general principles of equity, including that the granting of equitable remedies within the discretion of a court of competent jurisdiction.

9. Waiver of Withdrawal Right

The Subscriber (and any Disclosed Beneficial Subscriber), hereby waives and releases the Manager and the Fund from, to the fullest extent permitted by the law, all rights of withdrawal to which it might otherwise be entitled under Applicable Securities Law.

10. Power of Attorney

In consideration of the Manager accepting this Subscription Agreement and conditional thereon:

- (a) the Subscriber agrees to be bound as a Limited Partner by the terms of the Partnership Agreement, as it may from time to time be amended and in effect, and the Subscriber hereby expressly ratifies and confirms the power of attorney given to the General Partner in Section 2.7 thereof; and
- (b) the Subscriber hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as the Subscriber's agent and true and lawful attorney to act on the Subscriber's behalf, with full power and authority in the Subscriber's name, place and stead to execute, record or file, as and where required, the Partnership Agreement, the Declaration, the Record and any amendments thereto and any other instruments listed in Section 2.7 of the Partnership Agreement or otherwise required by law.

Each of the power of attorney granted herein and the power of attorney granted in Section 2.7 of the Partnership Agreement is irrevocable, is a power coupled with an interest and will survive any bankruptcy, death, disability, mental or legal incapacity or mental infirmity of the transferee and will survive the assignment or transfer, to the extent of the obligations of the Subscriber hereunder and under the Partnership Agreement, by the Subscriber, of the whole or any part of the interest of the Subscriber in the Fund, and extends to the heirs, executors, administrators, successors, transferees and assigns of the Subscriber and may be exercised by the General Partner and its successors and permitted assigns on behalf of the Subscriber by executing any instrument by a facsimile signature or by listing all the Limited Partners executing such instrument with a single signature as attorney and agent for all of them. The Subscriber agrees to be bound by any representations and actions made or taken by the General Partner pursuant to this power of attorney or the power or attorney given to the General Partner in Section 2.7 of the Partnership Agreement and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under these powers of attorney. This power of attorney will continue in respect of the General Partner so long as it is the general partner of the Fund and will terminate thereafter, but will continue in respect of a new General Partner as if the new General Partner were the original attorney. This power of attorney will survive any dissolution or termination of the Fund and the transferee declares that this power of attorney will survive and may be exercised by the General Partner during any legal or mental incapacity, mental infirmity or incompetence of the Subscriber.

The execution of this power of attorney will not terminate any continuing power of attorney previously granted by the transferee and will not be terminated by the transferee on the execution of a continuing power of attorney in the future and the Subscriber hereby agrees not to take any action in the future which results in the termination of this power of attorney.

11. Important Information Regarding the Collection of Personal Information

The Fund may be required to file a report of trade with all applicable securities regulatory authorities containing personal information about the Subscriber (and any Disclosed Beneficial Subscriber). The Subscriber (and any Disclosed Beneficial Subscriber) acknowledges that it has been notified by the Fund:

- (a) of such delivery of a report of trade containing the full name, residential address and telephone number of each Subscriber (and any Disclosed Beneficial Subscriber), the number and type of securities purchased, the total purchase price paid for such securities, the date of the issuance of Units and the prospectus exemption relied upon under applicable securities laws to complete such purchase;
- (b) that in Ontario, this information is collected indirectly by the Ontario Securities Commission under the authority granted to it under, and for the purposes of the administration and enforcement of, Ontario securities legislation; and
- (c) that the Subscriber may contact the Administrative Support Clerk by telephone at (416) 593-3684 or at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone: (416) 593-8314, toll free in Canada: 1-877-785-1555, facsimile: (416) 593-8122 for more information regarding the indirect collection of such information by the Ontario Securities Commission.

By completing this Subscription Agreement, the Subscriber authorizes the indirect collection of this information by each applicable securities regulatory authority or regulator and acknowledges that such information may be made available to the public under applicable securities legislation and all other reports required under applicable laws, with all applicable Regulators.

12. Subscribers' Rights of Action

The Subscriber shall have such rights of action against the Fund as is described in the Offering Memorandum under "Investors' Rights of Action".

13. Beneficial Subscribers

Whether or not explicitly stated in this Subscription Agreement, any acknowledgement, representation, warranty, covenant or agreement made by the Subscriber in this Subscription Agreement, including any schedules attached hereto, will be treated as if made by the Disclosed Beneficial Subscriber, if any.

14. Disposition in Compliance with Legislation

The Subscriber agrees that any disposition of Purchased Units by the Subscriber will only be made in compliance with the provisions of the applicable Partnership Agreement and Applicable Securities Laws.

15. Governing Law

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber (on its own behalf and on behalf of any Disclosed Beneficial Subscriber), hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement whether as to interpretation, performance or otherwise.

16. Assignment

This Subscription Agreement is not transferable or assignable by the parties hereto.

17. Survival

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein and in the certificate attached as Schedule “B” hereto, shall survive and continue in full force and effect and be binding upon the Fund and the Subscriber, notwithstanding the completion of the purchase of the Purchased Units by the Subscriber pursuant hereto, or the subsequent disposition of the Purchased Units by the Subscriber.

18. Entire Agreement

This Subscription Agreement, together with the Partnership Agreement and Offering Memorandum, contain the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein or therein.

19. Counterparts

This Subscription Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same document.

20. Time of Essence

Time shall be of the essence in this Subscription Agreement.

21. Interpretation

The headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Subscription Agreement. Any references in this Subscription Agreement, and any schedules attached hereto, to “\$” or “dollars” are to Canadian dollars.

22. English Language

The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente entente de souscription ainsi que tous les documents et contrats s’y rattachant directement ou indirectement soient rédigés en anglais.

SUBSCRIPTION INFORMATION FORM

(Venator Select Fund - Corporations)

A) CORPORATE SUBSCRIBER

Legal Name:		Date of Formation:	Corporate Year End:
Contact Person(s):	BIN Number: (MANDATORY)	Business: Phone	
Business Address:	City:	Province:	Postal Code:
Principal Business:			
Email Address:			

B) TRADING INFORMATION

Will any other person or persons :	
A) Have any trading authorization in this account? YES NO	If Yes, provide particulars such as name & title, or relationship to subscriber
B) Have a financial interest in this account? YES NO	If Yes, provide particulars

C) KNOW YOUR CLIENT QUESTIONS

INVESTMENT KNOWLEDGE Sophisticated Good Fair Novice None	RISK TOLERANCE (For this investment) Aggressive High Medium-High Medium Low	INVESTMENT OBJECTIVES (For this investment) Aggressive Growth Growth Balanced Income Safety
LIQUIDITY NEEDS Do you require 'instant' access to the invested capital? YES NO	NET FINANCIAL ASSETS Under \$5 million \$5 - \$25 million Over \$25 million	SUMMARY OF NET ASSETS Financial Assets: _____ % Fixed Assets: _____ % Other: _____ %
INVESTMENT TIME HORIZON (for this investment) Less than 1 year 1-3 years 3-10 years More than 10 years		
Estimated percentage of financial assets represented by investments in the Venator Funds. 1%-10% <input type="checkbox"/> 11%-25% <input type="checkbox"/> Over 25% <input type="checkbox"/>		
List any reporting issuers or any issuers whose securities are publicly traded of which the Subscriber is an insider under applicable securities law (state if none) Yes, _____ No		

E) PURCHASE DETAILS

The Subscriber hereby offers to purchase Units of the Fund(s) indicated below in the aggregate amount set out below (at the Class Net Asset Value per Unit following acceptance by Venator Capital Management Ltd. of this subscription application as described in the Offering Memorandum(s) of the Fund(s)) as follows:

FUND	PURCHASE AMOUNT (\$):
VENATOR SELECT FUND	

E) SUBSCRIBER OR AUTHORIZED SIGNATURE

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines. By signing this acknowledgement, the Subscriber hereby confirms that it has read the written leverage disclosure statement above.

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

Date: _____, 20____.

<input checked="" type="checkbox"/>	Signature of Subscriber (or Authorized Signing Officer & Title if applicable)	_____ Passport or Driver's License Number
<input checked="" type="checkbox"/>	Signature of Co-Subscriber (for joint accounts)	_____ Passport or Driver's License Number

TO BE COMPLETED BY THE MANAGER ONLY

Venator Capital Management Ltd, for and on behalf of the Fund(s), accepts the subscription on the terms and conditions of this Subscription Agreement on this _____ day of _____, 20____.

	SELECT FUND
Total dollar value of Units being Subscribed for:	_____
Class of Unit(s) being Subscribed for:	_____
Net Asset Value per Unit of the applicable Fund(s) as of the applicable Valuation Date:	_____
Aggregate number of Unit(s) purchased:	_____

KYC REVIEWED WITH CLIENT BY:

Sufficient information has been obtained to verify client meets the accredited investor exemption: _____ (initial)

Sufficient information has been obtained to verify investment is suitable for client: _____ (initial)

NOTES:

DATE: _____

SIGNATURE: _____

☒ _____

Authorized Signing Officer at Venator Capital Management Ltd.

SCHEDULE “B”
ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any below category, please contact your broker and/or legal advisor before completing this form.

- TO:** Venator Partners Fund (“**Partners**”); Venator Investment Trust (“**Investment**”); Venator Income Fund (“**Income**”, and collectively with Partners and Investment, the “**Funds**”)
- AND TO:** Venator Capital Management Ltd. (in its capacity as manager and/or trustee of each Fund, the “**Manager**”)
- AND TO:** With respect to Partners, Venator Genpar Ltd. (in its capacity as general partner of Partners, the “**General Partner**”)

In connection with the purchase by the Subscriber of Units issued of the Fund, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, certifies that the Subscriber, or one or more Disclosed Beneficial Subscribers for whom the Subscriber is acting, is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of a jurisdiction in Canada and the Subscriber (and any Disclosed Beneficial Subscriber) is (and will at the time of acceptance of the subscription be) purchasing the Units of the Fund as principal and is an accredited investor within the meaning of National Instrument 45-106 Prospectus Exemptions by virtue of the following:

PLEASE INITIAL THE APPROPRIATE CATEGORY & SIGN/DATE BELOW.

PLEASE NOTE: JOINT SUBSCRIBERS MUST SIGN BELOW AS WELL.

- _____ (j) an individual who, either alone or with a [spouse](#), beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any [related liabilities](#), exceeds \$1,000,000,
- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a [spouse](#) exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- _____ (l) an individual who, either alone or with a [spouse](#), has net assets of at least \$5,000,000,
- _____ (j.1) an individual who beneficially owns [financial assets](#) having an aggregate realizable value that, before taxes but net of any [related liabilities](#), exceeds \$5,000,000,
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,

Entities:

- _____ (m) a [person](#), other than an individual or [investment fund](#), that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (m),
- _____ (r) a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an [eligibility adviser](#) or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
- _____ (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,
- _____ (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,
- _____ (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.

Investment Funds:

- _____ (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] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (iii) a [person](#) described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,
- _____ (o) an [investment fund](#) that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
- _____ (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,

Registrants:

- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a [person](#) referred to in paragraph (d),
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador),

Other:

- _____ (a) a [financial institution](#),
- _____ (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](#),
- _____ (f) 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,
- _____ (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,
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- _____ (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,

Subscriber Name**Date****Signature****Signature**

FOR THE PURPOSES OF THE REPRESENTATION AND WARRANTIES SET OUT ABOVE, THE TERMS SET OUT BELOW SHALL HAVE THE FOLLOWING MEANINGS:

“control person” has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds

- (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
- (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;

“eligibility adviser” means

- (a) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, Partners, or control persons, and
 - (ii) 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, Partners or control persons within the previous 12 months;

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

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
- (c) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
- (d) performing a policy-making function in respect of the issuer;

“financial assets” means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“financial institution” means

- (a) other than in Ontario
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or

- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada; or
 - (iii) a Schedule III bank;
- (b) in Ontario
 - (i) a bank listed in Schedule I, II or III to the Bank Act (Canada);
 - (ii) an association to which the Cooperative Credit Association 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, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be.

“**founder**” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the trade is actively involved in the business of the issuer;

“**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;

“**investment fund**” has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure;

“**person**” includes

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“**offering memorandum**” means a document, together with any amendments to that document, purporting to describe the business and affairs of an issuer that has been prepared primarily for delivery to and review by a prospective purchaser so as to assist the prospective purchaser to make an investment decision in respect of securities being sold in a distribution to which section 53 of the *Securities Act* (Ontario) would apply but for the availability of one or more exemptions contained in Ontario securities laws, but does not include a document setting out current information about an issuer for the benefit of a prospective purchaser familiar with the issuer through prior investment or business contacts,

“**related liabilities**” means

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

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

“**spouse**” means, an individual who,

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

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

Interpretation

In this Schedule “B”, a person (first person) is considered to control another person (second person) if

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

**SCHEDULE “C”
PERMITTED CLIENT SUITABILITY WAIVER**

TO: Venator Select Fund

AND TO: Venator Capital Management Ltd. (in its capacity as manager of the Fund, the “**Manager**”)

AND TO: Venator Genpar Ltd. (in its capacity as general partner of the Fund, the “**General Partner**”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of units (“**Units**”) of Venator Select Fund (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 waives the Manager’s obligation to determine suitability of the purchaser’s investment in the Funds in accordance with section 13.3 of NI 31-103. Specifically, the Subscriber is:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND SIGN BELOW

- ☐ _____ (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 or dealer, other than as a scholarship plan dealer or a restricted 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 section 1.1 of NI 45-106, 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 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);

Subscriber Name

Date

Signature

Signature

SCHEDULE "C"
(TO BE COMPLETED BY CORPORATE SUBSCRIBERS ONLY)

[insert name of corporation or other entity above]

CERTIFICATE

TO: Venator Select Fund, the "**Fund**"

AND TO: Venator Capital Management Ltd. (in its capacity as manager of the Fund, the "**Manager**")

AND TO: Venator Genpar Ltd. (in its capacity as general partner of the Fund, the "**General Partner**").

RE: Subscription for units of 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:

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 has not taken any steps to terminate its existence, to amalgamate, to continue into any other jurisdiction or to change its [corporate] existence in any way and no proceedings have been commenced or threatened, or actions taken or resolutions passed that could result in the Entity ceasing to exist;
4. 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;
5. 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;
6. attached to this certificate are true copies of the articles of incorporation, 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 a record that confirms the corporation's existence, for example, a letter or a notice of

assessment for a corporation from a municipal, provincial, territorial or federal government received within the past 12 months);

7. the current [directors] [trustees] [managing partners] of the Entity and their occupations are listed below:

Name	Title	Occupation
_____	_____	_____
_____	_____	_____

8. the names, addresses and occupations of all individuals who own or control directly or indirectly 10% or more of the [voting shares of the] Entity are listed below:

Name	Title	Occupation
_____	_____	_____
_____	_____	_____

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

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF I have hereunto signed my name at _____ *[Insert City]* this

_____ day of _____, _____ *[Insert Date]*.

Name:

Title:

I have authority to bind the Entity.

SCHEDULE "D"

INDIVIDUAL IDENTIFICATION

To be completed and signed by individual signatories signing on behalf of the entity

TO: Venator Capital Management Ltd. (the "**Manager**"), as manager and distributor of each of the Funds

for which Units are being purchased pursuant to this subscription agreement, which purchase is summarized on page 17 in the Subscriber Information Form (each such Fund, the "**Fund**")

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 1. or 2. and bring or attach necessary documentation]

1. ☐ 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: **[check one]**

☐ birth certificate; or ☐ passport; or

☐ driver's license; or ☐ other applicable government-issued identity document, namely

_____ (describe document)
in the name of _____ (individual name)

[To be completed by the Manager:]

Name of Individual: _____

Reference No. _____

Place of Issue: _____ **[city, province]**

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

Examined by: _____ **[name of employee of the Manager]**

Date: _____

2. ☐ has not attended in person and hereby **[check two of a) , b) or c)]**:
- ☐ a) attaches an Attestation as to Identity, substantially in the form attached as **Schedule D-1**", completed and signed by a Commissioner of Oaths or other acceptable guarantor; and/or
 - ☐ b) attaches a cheque in payment of the subscription price drawn by the Subscriber on an acceptable financial entity or evidence of a deposit account with an acceptable financial entity, substantially in the form attached as **Schedule "D-2"**, printed on the letterhead of and signed by an authorized representative of the financial entity; and/or
 - ☐ c) authorizes the Manager to utilize information provided by the Subscriber to enable verification of my identity in order to comply with legal requirements.

If you have selected 2c) above, please provide the following information:

Full Name of Individual Subscriber or Signatory: _____

Birth Date (YYYY-MM-DD): _____

Last 4 digits of Social Insurance Number: _____

Full Street Address: _____

(City, Province, Postal Code): _____

Residential Telephone Number: _____

Signature: X

**SCHEDULE “D-1”
SIGNATORIES PURCHASING DIRECTLY**

ATTESTATION AS TO IDENTITY

In the matter of the identification of the following person for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada):

I, _____ *[insert name]* of

_____ *[insert address]*
as a commissioner for oaths or a guarantor as noted below hereby certify that I have seen the original of the following document, and signed the legible photocopy, attached hereto: *[please check applicable box]*

- | | |
|--|--|
| <input type="checkbox"/> birth certificate; or | <input type="checkbox"/> passport; or |
| <input type="checkbox"/> driver's license; or | <input type="checkbox"/> other government-issued identity document, namely |

_____ *[describe document]*; in the name of

_____ *[person being identified]*.

I further certify the following information with respect to the identity document:

- a) reference number: _____
- b) place of issue: _____ (city, province or state)
- c) date of expiry: _____ (document must not be expired)

I confirm that I am attesting to the identity of the person named above in my capacity as (check one):

- | | |
|---|--|
| <input type="checkbox"/> Commissioner for oaths | <input type="checkbox"/> dentist, a medical doctor or a chiropractor |
| <input type="checkbox"/> a judge, a magistrate or a lawyer | <input type="checkbox"/> a notary (in Québec) or a notary public |
| <input type="checkbox"/> an optometrist or a pharmacist | <input type="checkbox"/> a veterinarian |
| <input type="checkbox"/> a professional engineer (P. Eng., in a province other than Québec) or engineer (Eng. in Québec); | <input type="checkbox"/> an accredited public accountant (APA), a chartered accountant (CA), a certified general accountant (CGA), a certified management accountant (CMA), a public accountant (PA) or a registered public accountant (RPA) |

Dated: _____

(Signature of Commissioner or Guarantor)

[If attesting as a Commissioner, please affix Commissioner's stamp if available.]

Name and Address of Commissioner/Guarantor:

SCHEDULE “D-2”

FORM OF LETTER FROM FINANCIAL ENTITY

Account Confirmation Letter

[to be printed on letterhead of financial entity]

[Date]

Venator Capital Management Ltd
2 Bloor Street West
Suite 901
Toronto, Ontario M4W3E2

Attention: Brian Viveiros
Email: brian@venator.ca

Name of account Holder:

Account Number:

Branch Number:

We understand that you require confirmation from us of certain information for the purposes of verifying the identity of the above-noted account holder as required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (“**PCMLTFA**”). To assist you in this regard, we confirm the following:

- We are a financial entity¹ as defined under the PCMLTFA;
- We currently maintain the above account in Canada for the above-noted account holder; and
- The account is not one that is exempt from identification requirements under the PCMLTFA (such as an RRSP or reverse mortgage).

Yours truly,

Name of financial entity

Authorized Signatory

Name, title and contact information of Authorized Officer

¹ Under the PCMLTFA, a financial entity means a Schedule I or II bank or an authorized foreign bank under the *Bank Act* (Canada) a credit union, a caisse populaire, a financial services cooperative, a registered trust company or loan company, or an agent of the Crown that accepts deposit liabilities in the course of providing financial services to the public.

SCHEDULE "E"
STANDING INSTRUCTIONS REGARDING INTERIM AND
ANNUAL FINANCIAL STATEMENTS

TO: Venator Select Fund, the "**Fund**"

AND TO: Venator Capital Management Ltd. (in its capacity as manager of the Fund, the "**Manager**")

AND TO: Venator Genpar Ltd. (in its capacity as general partner of the Fund, the "**General Partner**")

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

My standing instructions regarding the financial statements of the Fund are indicated below. The Manager will continue to follow these standing instructions until I inform the Manager of a change in such standing instructions.

I choose to receive interim and the annual financial statements.

I choose NOT to receive the interim and annual financial statements.

Subscriber Name :

Subscriber Signature:

Joint Subscriber Name:

Joint Subscriber Signature:

SCHEDULE "F"
CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

TO: Venator Select Fund, the "**Fund**"

AND TO: Venator Capital Management Ltd. (in its capacity as manager of the Fund, the "**Manager**")

AND TO: Venator Genpar Ltd. (in its capacity as general partner of the Fund, the "**General Partner**")

I have read and understand this "Consent to Electronic Delivery of Documents" and consent to the electronic delivery of all future documents of the applicable Fund to which I am entitled as a unitholder of the Fund that the Manager elects to deliver to me electronically, all in accordance with my instructions below.

1. The types of documents which may be covered by this consent to electronic delivery are: (i) offering memorandum and amendments or supplements thereto; (ii) notices of amendments to the declaration of trust or limited partnership agreement, as applicable; (iii) subscription agreements/applications; (iv) financial statements; (v) notice of meetings and related meeting materials (including proxies or asset forms); (vi) trade confirmations of purchases/redemptions of Units; (vii) other unitholder communications.
2. I acknowledge that the documents covered by this consent to electronic delivery will be e-mailed to the address provided below, and that a separate notice regarding availability of the documents will not be provided.
3. I acknowledge that access to internet e-mail is required in order to access documents electronically and I confirm that I have such access.
4. I acknowledge that documents distributed electronically will be distributed in Adobe's Portable Document Format (PDF) or other commercially available software.
5. 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 at:

Venator Capital Management Ltd.
2 Bloor Street West, Suite 901 • Toronto, ON • M4W 3E2 • 416.934.7994 • info@venator.ca

6. I acknowledge that documents may not be available for viewing and downloading on the Manager's or Fund's website as they will be emailed as described above.
7. I understand that I will be provided with a paper copy of any documents intended to be delivered electronically if electronic delivery fails, I also agree that at any time and without giving me advance notice, the Manager may elect not to send me a document electronically, in which case a paper copy of the document will be mailed to me.
8. I understand that if requested, documents will be password protected with notification of the password provided by mail, phone or fax.
9. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered at any time by notifying the Manager of such revised or revoked consent at the contact information provided above.

10. I understand that if I changed my e-mail address or revoke or modify my consent, I must notify the Manager. Such change, revocation or modification must actually be received and acknowledged by the Manager in order for it to be effective.
11. I understand that I am not required to consent to electronic delivery.
12. It is my express wish that the documents to be delivered under this consent be drawn up in English. *Il est de mon souhait exprès que les documents à remettre selon ce Formulaire de Consentement soient rédigés en anglais*

Subscriber Name(s):

Subscriber Signature(s):

Email Address:

Mailing Address:

Date:

**SCHEDULE “G”
IRREVOCABLE POWER OF ATTORNEY**

TO BE COMPLETED FOR VENATOR SELECT FUND PURCHASES ONLY

The undersigned, a subscriber for units (“**Units**”) of the Venator Select Fund (the “**LP**”) hereby agrees to be bound, as a party to and as a limited partner in the LP, by the terms of the amended and restated limited partnership agreement dated as of Aug 21, 2013 in respect of the LP (the “**Agreement**”), as from time to time amended, as if the undersigned had executed the Agreement and hereby ratifies, for all legal purposes, execution of the Agreement on behalf of the undersigned and all actions taken on behalf of the undersigned pursuant thereto. The undersigned declares that (i) the undersigned is not and will not be at any time while the undersigned holds any Units a “**non-resident**” or, if a partnership, it is and will remain so long as it holds any Units a “**Canadian partnership**”, in each case within the meaning of the Tax Act, (ii) an interest in the undersigned is not and will not be at any time while the undersigned holds any Units a “**tax shelter investment**” within the meaning of the Tax Act and (iii) the undersigned has the capacity and competence and, if a corporation, it has the necessary corporate authority, to execute this Power of Attorney and to enter into the Agreement.

In addition, and in consideration of the General Partner accepting the subscription of the undersigned for Units:

The undersigned agrees to be bound as a Limited Partner in the Partnership by the terms of the Agreement as from time to time amended and in effect and hereby expressly ratifies and confirms the power of attorney given to the General Partner in Section 2.7 of the Agreement.

The undersigned hereby irrevocably constitutes and appoints the General Partner, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead to execute and deliver, for and on its behalf, the Agreement and any amendments thereto.

The power of attorney granted herein and in the Agreement is irrevocable and is a power coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. This power of attorney and other rights and privileges granted under Section 2.7 of the Agreement will survive any legal incapacity, dissolution, bankruptcy, liquidation or winding-up of the Limited Partner, continues despite the mental incompetence of the Limited Partner, shall survive the death or disability of the Limited Partner and shall survive the transfer or assignment by the undersigned of the whole (but only in respect of matters relating to such Person’s status as a Limited Partner during the time such Person was a Limited Partner) or any part of the interest of the undersigned in the Partnership and extends to the heirs, executors, administrators, successors, transferees, assigns and other legal representatives of the undersigned, and shall survive the subsequent legal incapacity of the undersigned and may be exercised by the General Partner on behalf of the undersigned in executing any instrument by a facsimile signature or by executing such instrument with a single signature as attorney and agent for the undersigned. The undersigned agrees to be bound by any representations or actions made or taken by the General Partner pursuant to this power of attorney and hereby waives any and all defences that may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under this power of attorney. The Limited Partner agrees that all acts of the General Partner are ratified and approved and directs that the General Partner will be fully and completely indemnified against all claims, actions and costs that may be incurred by or imposed on it in connection with the exercise of this power of attorney in good faith. Each Limited Partner authorizes the General Partner to delegate to any other Person any power or authority granted under Section 2.7 of the Agreement, as may be necessary or desirable in the opinion of the General Partner. Such delegation shall be in writing and may be revoked or suspended at any time by the General Partner. In accordance with the *Substitute Decisions Act* (Ontario), the *Powers of Attorney Act* (Alberta), the *Power of Attorney Act* (British Columbia), the *Powers of Attorney Act*, 2002 (Saskatchewan), the *Powers of Attorney and Mental Health Amendment Act* (Manitoba), the *Powers of Attorney Act* (Nova Scotia), the *Powers of Attorney Act* (Prince Edward Island) and the *Enduring Powers of Attorney Act* (Newfoundland), as applicable, the undersigned declares that these powers of attorney may be exercised during any legal incapacity or mental infirmity on its part.

Unless otherwise indicated, capitalized terms used herein shall have the meaning ascribed thereto in the Agreement.

The undersigned accepts that this Power of Attorney, the Agreement and related documents be in the English language only. Le soussigné accepte que cette procuration, ainsi que tout document connexe ne soient rédigés qu'en anglais.

DATED at Toronto, this day of , .

By: _____
(Subscriber or Authorized Person Signature)

By: _____
(Joint Subscriber or Authorized Person Signature)



Declaration of Tax Residence for Entities – Part XVIII and Part XIX of the Income Tax Act

- If you are an entity and you are planning to open a financial account or if you already have a financial account with a Canadian financial institution, it may ask you to fill out this or a similar form. For more information on how to fill out this form, see the General information section at the end of the form. You will also find in that section the definitions of terms we use on the form.
- Canadian financial institutions are required under Part XVIII and Part XIX of the *Income Tax Act* to collect the information you provide on this form to determine if they have to report your financial account to the Canada Revenue Agency (CRA). The CRA may share that information with the government of a foreign jurisdiction that a person identified on this form is a resident of for tax purposes. In the case of the United States, the CRA may also share the information with that country's government if the person is a U.S. citizen. You can ask your financial institution if it reported your financial account to the CRA and what information it gave.
- For this form, an entity includes a corporation, a partnership, a trust, an association, a fund, a joint venture, an organization, a syndicate, or a foundation. If you are a sole proprietorship, fill out Form RC518, *Declaration of Tax Residence for Individuals – Part XVIII and Part XIX of the Income Tax Act*.
- Each account holder of a joint account has to fill out a declaration of tax residence form.
- Fill in all sections of this form that apply to you and the Annex if required. If you do not have all the necessary information when you fill out the form, you may be given up to 90 days to give the missing information to your Canadian financial institution. If you do not give the missing information to your financial institution within the specified time frame, it may have to report your financial account to the CRA.
- If you need help with your tax residency information for this form, see Residency of a corporation at cra.gc.ca/tx/nnrstdnts/bsnss/bs-rs-eng.html or Income Tax Folio, S6-F1-C1, *Residence of a Trust or Estate*, which you can find on the CRA website.

Section 1 – Identification of account holder

Legal name of the entity		Jurisdiction of incorporation or organization
Policy/account number assigned by the financial institution		
Permanent residence address		
Suite number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code
Mailing address (only if different from permanent residence address)		
Suite number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code

Section 2 – Declaration of tax residence

Tick (✓) all of the options that apply to the entity.

- ☐ **The entity is a tax resident of Canada.** If the entity is a trust, give its trust account number. Otherwise, give its business number.

Business number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Trust account number

T-																			
----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

- ☐ **The entity is a tax resident of the United States.**

- ☐ **The entity is a tax resident of a jurisdiction other than Canada or the United States.** If you ticked this box, give the entity's jurisdictions of tax residence and taxpayer identification numbers (TIN).

If the entity does not have a TIN for a specific jurisdiction, give the reason using one of these choices:

Reason 1: The entity will apply or has applied for a TIN but has not yet received it.

Reason 2: The entity's jurisdiction of tax residence does not issue TINs to its residents.

Reason 3: Other reason.

For this form, "other reason" is enough. However, you still have to tell your financial institution the specific reason.

Jurisdiction of tax residence	Taxpayer identification number	If the entity does not have a TIN, choose reason 1, 2, or 3.

(Ce formulaire est disponible en français.)

Section 3.1 – Is the entity a financial institution?

-

If the entity does not have a GIIN, give the reason why.

- It is a resident of a non-participating jurisdiction (see cra.gc.ca/tx/nnrsdnts/nhncdrprtng/crs/jrsdctns-eng.html for the List of participating jurisdictions).
- At least 50% of its gross income is from investing or trading in financial assets.
- It is managed by another financial institution.

- Section 3.3 – Is the entity a specified United States person?

- TIN from the United States

If you do not have a TIN from the United States, have you applied for one?

- ☐ Yes ☐ No

☐ The entity is a corporation with shares that regularly trade on an established securities market. It can also be a corporation related to that corporation. If this is the case, **go to Section 4.**

☐ The entity is engaged in an active trade or business—less than 50% of its gross income is passive income and less than 50% of its assets produce passive income. If this is the case, **go to Section 4.**

☐ The entity is a government, a central bank or an international organization (or an agency of one). If this is the case, **go to Section 4.**

☐ The entity is an active non-financial entity other than one described in the three previous options (see paragraphs d) to i) of the definition of active non-financial entity). If this is the case, **go to Section 4.**

☐ The entity is a passive non-financial entity. If this is the case, list the controlling persons of the entity in the Annex and then **go to Section 4.**

Section 4 – Certification

I am an authorized signing officer of this entity and I certify that the information given on this form and Annex is correct and complete. I will give the entity's financial institution a new form within 30 days of any change in circumstances that causes the information on this form to become inaccurate or incomplete.

Authorized person's name (print)

Authorized person's signature

Office or position

Date _____

Year Month Day

Page 2 of 5

Annex – Controlling persons

Identify the entity's controlling persons. Attach a separate list if you need to enter the information of more than two controlling persons. Or you can include a separate Form RC518, *Declaration of Tax Residence for Individuals – Part XVIII and Part XIX of the Income Tax Act*, for each controlling person. Make sure to give the type of controlling person for each controlling person on your list or forms.

Controlling person 1

Last name	First name and initial(s)	Date of birth	Year	Month	Day

Type of controlling person

Permanent residence address

Apartment number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code

Mailing address (only if different from the permanent residence address)

Apartment number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code

Declaration of tax residence

Tick (✓) all of the options that apply to you.

☐ **The controlling person is a tax resident of Canada.** If you ticked this box, give the controlling person's social insurance number.

Social insurance number (SIN)

--	--	--	--	--	--	--	--	--	--

☐ **The controlling person is a tax resident or a citizen of the United States.** If you ticked this box, give the controlling person's taxpayer identification number (TIN) from the United States.

TIN from the United States

--	--	--	--	--	--	--	--	--	--

If the controlling person does not have a TIN from the United States, has that person applied for one?

☐ Yes ☐ No

☐ **The controlling person is a tax resident of a jurisdiction other than Canada or the United States.** If you ticked this box, give the controlling person's jurisdictions of tax residence and TINs. If the controlling person does not have a TIN, choose reason 1, 2, or 3, as described in Section 2.

Jurisdiction of tax residence	Taxpayer identification number	If the person does not have a TIN, choose reason 1, 2, or 3.

Controlling person 2

Last name	First name and initial(s)	Date of birth	Year	Month	Day

Type of controlling person

Permanent residence address

Apartment number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code

Mailing address (only if different from the permanent residence address)

Apartment number – street number and name		City
Province, territory, state, or sub-entity	Country or jurisdiction	Postal or ZIP code

Declaration of tax residence

Tick (✓) all of the options that apply to you.

☐ **The controlling person is a tax resident of Canada.** If you ticked this box, give the controlling person's social insurance number.

Social insurance number (SIN)

--	--	--	--	--	--	--	--	--	--

☐ **The controlling person is a tax resident or a citizen of the United States.** If you ticked this box, give the controlling person's taxpayer identification number (TIN) from the United States.

TIN from the United States

--	--	--	--	--	--	--	--	--	--

If the controlling person does not have a TIN from the United States, has that person applied for one?

☐ Yes ☐ No

☐ **The controlling person is a tax resident of a jurisdiction other than Canada or the United States.** If you ticked this box, give the controlling person's jurisdictions of tax residence and TINs. If the controlling person does not have a TIN, choose reason 1, 2, or 3, as described in Section 2.

Jurisdiction of tax residence	Taxpayer identification number	If the person does not have a TIN, choose reason 1, 2, or 3.

General information

How to fill out the form

Section 1 – Identification of account holder

Use Section 1 to identify the account holder. Sometimes the address of an account holder may be different from its mailing address. If this is the case, give both addresses.

The **account holder** is the person listed or identified as the holder of the financial account by the financial institution that maintains the account. But, when a person other than a financial institution holds a financial account for the benefit of or for another person as an agent, custodian, nominee, signatory, investment advisor, or intermediary, they are not considered the account holder. In such cases, the account holder is the person for whom the account is held.

If a trust or an estate is listed as the holder of a financial account, the trust or the estate is the account holder, not the trustee or the liquidator. Similarly, if a partnership is listed as the holder of a financial account, the partnership is the account holder, not the partners in the partnership.

An account holder also includes any person who can access the cash value or designate a beneficiary under a cash value insurance contract or an annuity contract.

The **policy/account number** is the number your financial institution assigned to the entity. For example, enter the number assigned to the entity (such as a bank account number or an insurance policy number) in this box. If you do not have such a number, leave this box blank.

Section 2 – Declaration of tax residence

Use Section 2 to identify the entity's tax residence and taxpayer identification number. If the entity does not have such a number, give the reason.

Generally, an entity will be a **tax resident** of a jurisdiction if, under the laws of that jurisdiction, it pays or should be paying tax there because of its domicile, residence, place of management or incorporation, or a similar criterion. For this form:

- a partnership, a limited partnership, or a similar legal arrangement is considered to reside in the jurisdiction where its place of management is located;
- a trust is considered to reside in the jurisdiction where its place of management and control is located; and
- an entity that is a "United States person" is a tax resident of the United States.

Entities that are tax residents in more than one jurisdiction can rely on the tie-breaker rules in tax conventions (when they apply) to resolve cases of dual tax residence. For more information on tax residency, talk to your tax adviser or go to oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#d.en.347760.

A **taxpayer identification number**, often referred to by its abbreviation TIN, is a unique combination of letters or numbers that a jurisdiction assigns to an individual or entity. The jurisdiction uses the TIN in administering its tax laws to identify the individual or entity. Enter the TIN in its official format. For more details about acceptable TINs, go to oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759.

Reasons that fall under "Reason 3: **Other reason**" for not having a TIN include not being eligible to receive one. However, if you are eligible to receive a TIN but you do not have one, you have 90 days to apply for one through your jurisdiction of residence. You have 15 days after you receive it to give it to your financial institution.

Section 3 – Entity classification

Use Section 3 to identify what type of entity the account holder is.

In Section 3.1, identify if the entity is a financial institution and whether it has a global intermediary identification number (GIIN). A GIIN is a unique identifier the Internal Revenue Service of the United States issues to financial institutions. Reasons for not having a GIIN include being a deemed compliant foreign financial institution or a non-participating foreign financial institution.

A **financial institution** is a custodial institution, a depository institution, an investment entity, or a specified insurance company. An entity that is a tax resident of Canada can classify itself as a financial institution only if it is a Canadian financial institution. However, an entity that is a prescribed non-reporting financial institution in Canada can classify itself as a financial institution even if it is not a Canadian financial institution.

Use Section 3.2 to determine whether the financial institution is a type of investment entity that needs to identify its controlling persons in the Annex. An entity has to fill out the Annex if it resides in a non-participating jurisdiction and is an entity described in paragraph b) of the definition of investment entity.

Use Sections 3.3 and 3.4 to determine if an entity, other than a financial institution, has to identify its controlling persons in the Annex.

Section 4 – Certification

Make sure you complete the Annex where applicable, and fill in and sign Section 4 before you give this form to your Canadian financial institution.

Annex – Controlling persons

Use the Annex to identify the controlling persons of the entity.

Controlling persons of an entity are the natural persons who exercise direct or indirect control over the entity. Generally, whether a person exercises control over an entity is determined in a way similar to how beneficial owners are identified for Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

For example, a person is generally considered to control a corporation if they directly or indirectly own or control at least 25% of the corporation. If no individual is named as controlling the corporation, the director or senior official of the corporation is considered the corporation's controlling person.

In the case of a trust, controlling persons include its settlors, trustees, protectors (if any), beneficiaries (or class of beneficiaries), and any other natural persons exercising ultimate effective control over the trust.

A settlor, trustee, protector, or beneficiary of a trust may be an entity. If so, to determine the trust's controlling persons you have to look through the entity's chain of control or ownership to identify the natural persons exercising ultimate effective control over the entity. You then have to report those you find as controlling persons of the trust. Financial institutions may apply this requirement in a way similar to how beneficial owners are identified for Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financial Act*.

In the case of a legal arrangement other than a trust, controlling persons are persons in equivalent or similar positions.

Enter the description that best describes the type of controlling person:

- 1) Direct owner of a corporation or other legal person
- 2) Indirect owner of a corporation or other legal person (through an intermediary)
- 3) Director or senior official of a corporation or other legal person
- 4) Settlor of a trust
- 5) Trustee of a trust
- 6) Protector of a trust
- 7) Beneficiary of a trust
- 8) Other controlling person of a trust
- 9) Equivalent to a settlor of a legal arrangement other than a trust (e.g. partnership)
- 10) Equivalent to a trustee of a legal arrangement other than a trust (e.g. partnership)
- 11) Equivalent to a protector of a legal arrangement other than a trust (e.g. partnership)
- 12) Equivalent to a beneficiary of a legal arrangement other than a trust (e.g. partnership)
- 13) Other controlling person of a legal arrangement other than a trust (e.g. partnership)

Definitions

Active non-financial entity

An active non-financial entity is an entity other than a financial institution that meets at least one of the following criteria:

- a) Less than 50% of the entity's gross income for the preceding fiscal year is passive income and less than 50% of the assets the entity held during the preceding fiscal year are assets that produce or are held to produce passive income.
- b) The stock of the entity is regularly traded on an established securities market or the entity is related to an entity whose stock is regularly traded on an established securities market.
- c) The entity is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the above.
- d) Substantially all of the activities of the entity are made up of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a financial institution. But, an entity does not qualify for this status if the entity functions (or presents itself) as an investment fund. Examples of an investment fund include a private equity fund, a venture capital fund, a leveraged buyout fund, and any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.
- e) The entity is a start-up and is not yet operating a business and has no operating history, but it is investing capital into assets with the intention of operating a business other than the business of a financial institution. This is as long as the entity does not qualify for this exception later than 24 months after the date it was first organized.
- f) The entity is in liquidation and was not a financial institution in the past five years. And, it is in the process of liquidating its assets or is reorganizing with the intention of continuing or restarting operations in a business other than the business of a financial institution.
- g) The entity mainly engages in financing and hedging transactions with, or for, related entities that are not financial institutions. It does not provide financing or hedging services to an entity that is not a related entity. This is as long as the group of any such related entities is mainly engaged in a business other than the business of a financial institution.

Active non-financial entity (continued)

- h) The entity is a non-profit entity that meets all of the following requirements:
- i) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes. Or, it is established and operated in its jurisdiction of residence and is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league, or an organization operated exclusively to promote social welfare.
 - ii) It does not have to pay income tax in its jurisdiction of residence.
 - iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets.
 - iv) The laws of the entity's jurisdiction of residence that apply or the entity's formation documents do not allow any of the entity's income or assets to be distributed to, or applied for the benefit of, a private person or non-charitable entity other than in line with the entity's charitable activities, as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property the entity bought.
 - v) The laws of the entity's jurisdiction of residence that apply or the entity's formation documents require that, as soon as the entity is liquidated or dissolved, all of its assets will be distributed to a governmental entity or other non-profit entity. Or, they will be handed over to the government of the entity's jurisdiction of residence or one of its political subdivisions.
- i) The entity is organized in a United States territory and all of the owners of the payee are tax residents of that United States territory.

Canadian financial institution

A Canadian financial institution is an entity that resides in Canada or a foreign entity that has a branch in Canada. The entity can be any of these:

- a) an authorized foreign bank within the meaning of section 2 of the *Bank Act* in respect of its business in Canada, or a bank that act applies to
- b) a cooperative credit society, a savings and credit union, or a caisse populaire regulated by a provincial act
- c) an association regulated by the *Cooperative Credit Associations Act*
- d) a central cooperative credit society, as defined in section 2 of the *Cooperative Credit Associations Act*, or a credit union central or a federation of credit unions or caisses populaires that is regulated by a provincial act other than one enacted by the Government of Quebec
- e) a financial services cooperative regulated by *An Act respecting financial services cooperatives*, R.S.Q., c. C-67.3 or by *An Act respecting the Mouvement Desjardins*, S.Q. 2000, c. 77
- f) a life company or a foreign life company that the *Insurance Companies Act* applies to, or a life insurance company regulated by a provincial act
- g) a company the *Trust and Loan Companies Act* applies to
- h) a trust company regulated by a provincial act
- i) a loan company regulated by a provincial act
- j) an entity authorized under provincial law to deal in securities or any other financial instruments or to provide portfolio management, investment advice, fund administration, or fund management services
- k) an entity that is presented or promoted to the public as a collective investment vehicle, mutual fund, exchange traded fund, private equity fund, hedge fund, venture capital fund, leveraged buyout fund, or similar investment vehicle that is established to invest or trade in financial assets and is managed by an entity referred to in j) above
- l) an entity that is a clearing house or clearing agency
- m) a department or an agent of the Crown or of a province that accepts deposit liabilities

Investment entity

There are two types of entities that can be considered an investment entity:

- a) an entity that mainly carries on the business of one or more of the following activities or operations for a customer:
 - i) trading in money market instruments (such as cheques, bills, certificates of deposit, and derivatives); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - ii) individual and collective portfolio management; or
 - iii) investing in, administering, or managing financial assets or money for other persons.
- b) An entity the gross income of which is mainly from investing, reinvesting, or trading in financial assets. The entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or the first type of investment entity described in a) above.

Passive non-financial entity

A passive non-financial entity is an entity that is:

- a) not a financial institution or an active non-financial entity;
- b) an investment entity described in paragraph b) of the definition of investment entity; or
- c) not a withholding foreign partnership nor a withholding foreign trust under United States Treasury Regulations.

Related entity

An entity is considered to be related if one entity controls the other or if the two entities are under common control (the "related entity group"). Control means direct or indirect ownership of:

- a) in the case of a corporation, more than 50% of the votes and value;
- b) in the case of a trust, an interest as a beneficiary in the trust with a fair market value that is greater than 50% of the fair market value of all interests as a beneficiary in the trust.
- c) in the case of a partnership, interest as a member in the partnership that entitles the member to more than 50% of the income or loss of the partnership, or of the assets (after deducting any liabilities) if the partnership were to stop existing; and

In the case of two entities that are investment entities described in paragraph b) of the definition of investment entity, the two entities are considered related entities if they are under common management and such management has to meet the due diligence obligations of the investment entities.

Specified United States person

A specified United States (U.S.) person is a U.S. person, other than any of the following:

- a) a corporation the stock of which is regularly traded on one or more established securities markets
- b) a corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. *Internal Revenue Code* as a corporation described in a) above
- c) the United States or any wholly owned agency or instrumentality of the United States
- d) a state of the United States, a U.S. territory, a political subdivision of any of the foregoing, or a wholly owned agency or instrumentality of any one or more of these
- e) an organization that does not have to pay tax under section 501(a) of the U.S. *Internal Revenue Code* or an individual retirement plan as defined in section 7701(a)(37) of the U.S. *Internal Revenue Code*
- f) a bank as defined in section 581 of the U.S. *Internal Revenue Code*
- g) a real estate investment trust as defined in section 856 of the U.S. *Internal Revenue Code*
- h) a regulated investment company as defined in section 851 of the U.S. *Internal Revenue Code* or an entity registered with the U.S. Securities and Exchange Commission under the U.S. *Investment Company Act of 1940*
- i) a common trust fund as defined in section 584(a) of the U.S. *Internal Revenue Code*
- j) a trust that does not have to pay tax under section 664(c) of the U.S. *Internal Revenue Code* or that is described in section 4947(a)(1) of the U.S. *Internal Revenue Code*
- k) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or one of its states
- l) a broker as defined in section 6045(c) of the U.S. *Internal Revenue Code*
- m) a tax-exempt trust under a plan that is described in section 403(b) or section 457(b) of the U.S. *Internal Revenue Code*

United States person

A United States (U.S.) person is any of the following:

- a) a U.S. citizen or an individual who resides in the United States
- b) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof
- c) a trust, if
 - i) a court in the United States would have the authority under applicable law to deliver orders or judgments about substantially all issues regarding the administration of the trust, and
 - ii) one or more U.S. persons have the authority to control all the trust's major decisions
- d) the estate of a person that is a citizen or resident of the United States

**SCHEDULE “I”
RELATIONSHIP AND CONFLICT OF INTEREST DISCLOSURE**

**A. INFORMATION ABOUT VENATOR CAPITAL MANAGEMENT LTD. AS AN EXEMPT
MARKET DEALER**

1. REFERRAL ARRANGEMENTS

None.

2. RELATED ISSUERS

Under applicable securities laws, Venator Select Fund may be considered to be a “connected issuer” and a “related issuer” of Venator Capital Management Ltd. (the “**Manager**”), in its capacity as an exempt market dealer. For more information please see below.

3. RELATIONSHIP DISCLOSURE

- (a) **Nature or type of account**: The Subscriber’s account with the Manager, in its capacity as an exempt market dealer, is governed by the terms of this Agreement and permits the Subscriber to invest in the Fund.
- (b) **Products or services offered**: The Manager, in its capacity as an exempt market dealer, trades in securities of investment funds that it manages, pursuant to prospectus exemptions. The products and services offered to the Subscriber are governed by the terms of this Agreement.
- (c) **Risks that a client should consider when making an investment decision**: The risks inherent in an investment in the Fund are disclosed in the Offering Memorandum, which the Subscriber has received prior to executing the Subscription Agreement.
- (d) **Risks to a client of using borrowed money to finance a purchase of a security**: Borrowing money to finance the purchase of securities, including making an investment in the Fund, involves greater risks than a purchase using cash resources only. If you borrow money to purchase an interest in the Fund, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.
- (e) **Conflicts of Interest**: As a registered exempt market dealer, the Manager may occasionally face conflicts between its own interests and those of its clients, or between the interests of one client and the interests of another. The Manager has adopted certain policies to minimize the occurrence of such conflicts or to deal fairly where those conflicts cannot be avoided. In no case will the Manager put its own interests ahead of those of its clients. The Manager may engage in activities as an exempt market dealer in respect of securities of related issuers but will do so only in compliance with applicable securities laws. The securities laws of the Province of Ontario require securities dealers and advisers, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. The definition of the terms “related issuer” and “connected issuer” can be found in National Instrument 33-105 Underwriting Conflicts of the Canadian Securities Administrators. Currently, there are no related or connected issuers of the Manager other than the Fund and other investment funds that are managed by the Manager. Ontario securities legislation also requires securities dealers and advisers to inform their clients if the dealer or adviser has a principal

shareholder, director or officer that is a principal shareholder, director or officer of another dealer or adviser and of the policies and procedures adopted by the dealer or adviser.

- (f) **Costs to a client for the operation of an account:** The costs associated with the Subscriber's account with the Manager, in its capacity as an exempt market dealer, are disclosed in the Offering Memorandum.
- (g) **Costs a client will pay in making, holding and selling investments:** The costs associated with the Subscriber's account with the Manager, in its capacity as an exempt market dealer, and in connection with its investment in the Fund are described in the Offering Memorandum.
- (h) **Compensation paid to the Manager:** The compensation paid to the Manager, in its capacity as an exempt market dealer, in connection with the Subscriber's investment in the Fund is disclosed in the Offering Memorandum. The Subscriber may only acquire an interest in the Fund through its relationship with the Manager.
- (i) **Content and frequency of reporting for each account or portfolio of a client:** The Manager will report to the Subscriber on its holdings in the Fund on a quarterly basis in accordance with applicable law and will describe, for each transaction made for the Subscriber during the period covered by the statement:
 - (i) The date of the transaction
 - (ii) Whether the transaction was a purchase, sale or transfer
 - (iii) The name of the security purchased or sold
 - (iv) The number of securities purchased or sold
 - (v) The price per security paid or received by the Subscriber
 - (vi) The total value of the transaction.

The quarterly account statement will also include the following information about the Subscriber's account:

- (i) The name and quantity of each security in the account
 - (ii) The market value of each security in the account
 - (iii) The total market value of each security position in the account
 - (iv) Any cash balance in the account
 - (v) The total market value of all cash and securities in the account.
- (j) **Independent dispute resolution:** Independent dispute resolution will be available to the Subscriber, at the Manager's expense, to mediate any dispute that may arise between the Subscriber and the Manager, in its capacity as an exempt market dealer, about the Manager's actions in recommending that the Subscriber invest in the Fund.

A complaint can be made by telephone, written letter or e-mail by contacting the Manager as follows:

2 Bloor Street West, Suite 901
Toronto, Ontario
M4W 3E2
Phone: 416.934.7994
Fax: 647.477.2529
Email: info@venator.ca

The Manager must, as soon as possible, provide you with a written acknowledgement of the complaint and the prescribed information. Generally, complaints must be resolved within 90 days. If you remain unsatisfied

with our response, you can forward your complaint to the Ombudsman for Banking Services and Investments (OBSI), except in Quebec. OBSI is an independent dispute-resolution service that investigates unresolved disputes at no charge to you. An alternative to the legal system, it may recommend compensation up to \$350,000. OBSI must be contacted within 180 days of receiving a final response to your complaint.

- (k) **Assessment of suitability of an investment:** The Manager, in its capacity as an exempt market dealer, has an obligation to assess whether or not the investment by the Subscriber in the Fund is suitable for the Subscriber before the Subscriber enters into this Agreement. The Manager has fulfilled this obligation.
- (l) **Information a registered firm must collect about the client under section 13.2 of NI 31-103 (KYC):** The Manager, in its capacity as an exempt market dealer, must collect the information about the Subscriber as set out in this Subscription Agreement under applicable securities regulation.
- (m) **Use of investment performance benchmarks:** You may choose to assess the performance of your investment in a Fund by comparing it to an investment performance benchmark. Benchmarks show the performance over time of a particular group of securities. An appropriate benchmark for comparison with your investment in a Fund should reflect the same type of securities owned by the Fund.

Benchmarks should be used as a general guide only. Keep in mind that your rate of return will differ from the benchmark return based on when you purchased Units of a Fund, the securities held by the Fund, the income that those securities have earned, the timing of any deposits or withdrawals that you have made, and tax considerations. **The Manager will not provide benchmarks on your account statement.**

4. PRE-TRADE DISCLOSURE OF CHARGES

The Manager, in its capacity as an exempt market dealer, receives no fees in respect of Purchased Units purchased or redeemed by a Subscriber. There are no deferred sales charges applicable to the Purchased Units and the Manager will not receive a trailing commission in respect of any Purchased Units.

B. DISCLOSURE CONCERNING POTENTIAL CONFLICTS OF INTEREST APPLICABLE TO CERTAIN INVESTMENTS OF THE FUNDS

National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* requires that registered dealers or advisers, when they trade in or advise with respect to an issuer in which a Responsible Person or an associate of a Responsible Person is a partner, officer or director disclose this fact to the client and obtain the written consent of the client to the trade before the purchase (the “**Consent Requirement**”). “**Responsible Person**” means, in respect of the Manager, the Manager, a partner, director or officer of the Manager, and each of the following who has access to, or participates in formulating, an investment decision made on behalf of a client of the Manager or advice to be given to a client of the Manager: (i) an employee or agent of the Manager; (ii) an affiliate of the Manager; (iii) a partner, director, officer, employee or agent of an affiliate of the Manager.

The following is a list of each investment (each, an “**Associated Issuer**”) for which the Manager has determined it should obtain a written consent from each Fund’s unitholders:

- (a) **Hudson’s Bay Company:** Earl Rotman is a director of the board of the corporation.
- (b) **Gibraltar Growth Corp.:** Earl Rotman is a director of the board of the corporation.

On August 30, 2011, Venator Investment Trust obtained exemptive relief from the Consent Requirement in connection with its investment in units of Venator Founders Fund and any other underlying fund managed or advised by the Manager. Accordingly, and based on the disclosure above, by purchasing Purchased Units of any Fund, you are authorizing the Manager, to invest the Fund's assets in securities of the Associated Issuers listed above. You also acknowledge that the list of Associated Issuers above will vary from time to time and that you will be deemed to have consented to the Manager investing the Fund's portfolio in any additional or other Authorized Investments unless you redeem your interest in the Fund within 30 days following receipt of the amended Disclosure.