

## Prestigious Properties Checklist

### Please Return Completed Subscription Documents to:

**Prestigious Properties**  
Attn: Subscription Processing  
912 – 743 Railway Avenue  
Canmore AB T1W 1P2  
(403) 678-3330

Name of Dealer: \_\_\_\_\_

Name of Dealer Representative: \_\_\_\_\_

Has this Subscription been Approved by your EMD? YES

Investor Name(s): \_\_\_\_\_

Subscription Amount: \$\_\_\_\_\_ (Include Bank draft payable to “Kings Castle LP”)

### **Please submit the Subscription Agreement completed in full as detailed below:**

- Page 1:  Subscriber Status Form (BC Residents Only)
- Page 2:  Subscription Agreement first page
- Page 12:  Risk Acknowledgement (*one for Prestigious*)
- Page 14:  Risk Acknowledgement (*one for Client to retain*)
- Page 16:  Representation Letter Eligible Investor Certificate (*AB, SK, MB subscriber*)
- Page 17-20:  Accredited Investor Certificate (*ON subscriber*)
- Page 21:  DRIP Election form (signing this form removes the client from the DRIP)
- Page 22:  Client Letter of Authorization

**Please return this checklist with your Subscription Agreement!**

**SUBSCRIPTION AGREEMENT FOR CLASS A LIMITED PARTNERSHIP UNITS**

**FOR USE BY EXEMPT MARKET DEALERS AND REPRESENTATIVES**

Please make sure that your subscription includes:

1. one (1) signed copy of this Subscription Agreement and Power of Attorney;
2. a certified cheque or bank draft in an amount equal to the Aggregate Subscription Price made payable as directed by the Partnership or General Partner; and
3. all Subscribers resident in British Columbia must complete the following table pursuant to the instructions below:

**Insider Status**

The Subscriber either [**check appropriate box**]:

- is an “Insider” of the Partnership or the General Partner of the Partnership as defined in the *Securities Act* (British Columbia); or
- is not an Insider of the Partnership nor the General Partner of the Partnership

**Registrant Status**

The Subscriber either [**check appropriate box**]:

- is a “Registrant” as defined in the *Securities Act* (British Columbia); or
- is not a Registrant

4. a properly completed and duly executed copy of the appropriate investor qualification form(s):
  - **if resident in British Columbia** two (2) copies of the Risk Acknowledgement Form 45-106F4 attached to this Subscription Agreement (one copy may be retained for your records);
  - **if resident in Alberta, Manitoba or Saskatchewan**, two (2) copies of the Risk Acknowledgement Form 45-106 F4 attached to this Subscription Agreement (one copy may be retained for your records) and one (1) copy of the Representation Letter - Eligible Investor attached to this Subscription Agreement if your subscription for Class A Units is for more than \$10,000; and
  - **if resident in Ontario and you are purchasing Limited Partnership Units as an “accredited investor” (as such term is defined by National Instrument 45-106)**, two (2) copies of the Risk Acknowledgement 45-106 F4 attached to this Subscription Agreement and one (1) completed and signed copy of the Accredited Investor Certificate attached to the Subscription Agreement.

Please deliver your subscription to:

**Prestigious Properties Kings Castle GP Inc.**  
912 – 743 Railway Ave.  
Canmore Alberta, T1W 1P2

**TO: KINGS CASTLE LIMITED PARTNERSHIP (the "Partnership")**  
**AND TO: PRESTIGIOUS PROPERTIES KINGS CASTLE GP INC. (the "General Partner")**

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of Class A limited partnership units of the Partnership (the "Class A Units") for the aggregate subscription price set forth below, representing a subscription price of a minimum of \$5,000 (Canadian) per Class A Unit, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Class A Limited Partnership Units of Kings Castle Limited Partnership" attached hereto (the "Terms and Conditions") and on the terms and conditions set forth in the limited partnership agreement with respect to the Partnership made as of March 4, 2010, as amended, restated or supplemented from time to time (the "Limited Partnership Agreement") and Offering Memorandum dated December 31, 2014 (the "Offering Memorandum"). This page plus the Terms and Conditions and any additional forms attached hereto, are collectively referred to as the "Subscription Agreement".

Terms denoted in the Subscription Agreement with initial capital letters and not otherwise defined have the meanings ascribed thereto in the Limited Partnership Agreement and/or the Offering Memorandum, as applicable, unless the context otherwise requires.

\_\_\_\_\_

Full Legal Name of Subscriber (please print)

**I have received and reviewed the Offering Memorandum**

By: \_\_\_\_\_ (Date of Execution)  
 \_\_\_\_\_ (Authorized Signature)

\_\_\_\_\_  
 (Official Capacity or Title – if the Subscriber is not an individual)

\_\_\_\_\_  
 (Please print name of individual whose signature appears above if different than the name of the Subscriber printed above)

\_\_\_\_\_  
 (Subscriber's Address)

\_\_\_\_\_  
 (Subscriber's Address)

\_\_\_\_\_  
 (Telephone Number) \_\_\_\_\_ (Date of Birth D/M/Y)

\_\_\_\_\_  
 (E-Mail Address)

**By executing this Subscription, you are consenting (on your behalf and, if applicable, on behalf of the beneficial purchaser for whom you are contracting), to the collection, use and disclosure of personal information in the manner described in the Privacy Notice on page 9 of this Subscription.**

Number of Class A Units: \_\_\_\_\_

Aggregate Subscription Amount: Cdn.\$ \_\_\_\_\_

**If the Subscriber is signing as agent for a beneficial purchaser and is not a trust company or a portfolio manager, in either case, purchasing as trustee or agent for accounts fully managed by it, complete the following and ensure that any applicable forms attached hereto are completed on behalf of such beneficial purchaser:**

\_\_\_\_\_  
 (Name of Beneficial Purchaser)

\_\_\_\_\_  
 (Beneficial Purchaser's address)

\_\_\_\_\_  
 (Telephone Number)

\_\_\_\_\_  
 (E-Mail Address)

**Subscriber Tax Information:**

\_\_\_\_\_  
 Social Insurance Number or Business Identification Number

\_\_\_\_\_  
 Social Insurance Number

**Register the Class A Units as set out below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Address)

**Dealer Name:** \_\_\_\_\_

**Representative Name:** \_\_\_\_\_

**Deliver the Class A Units as set out below:**

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Account reference, if applicable)

\_\_\_\_\_  
 (Contact Name)

\_\_\_\_\_  
 (Address)

**FOR OFFICE USE ONLY**

**ACCEPTANCE:** The General Partner hereby accepts the above subscription on the terms and conditions contained in this Subscription Agreement on behalf of the Partnership.

**Kings Castle Limited Partnership, by its general partner,  
 PRESTIGIOUS PROPERTIES KINGS CASTLE GP INC.**

Per: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_ Certificate No. Issued:

**TERMS AND CONDITIONS OF SUBSCRIPTION OF  
CLASS A LIMITED PARTNERSHIP UNITS OF  
KINGS CASTLE LIMITED PARTNERSHIP**

- 1. Acknowledgements of the Subscriber** The Subscriber acknowledges that:
- (a) this subscription is subject to rejection or acceptance by the General Partner in whole or in part, and is effective only upon acceptance by the General Partner on behalf of the Partnership; and
  - (b) the Class A Units subscribed by it hereunder form part of a larger issuance and sale by the Partnership (the “Offering”); and
  - (c) the General Partner reserves the right to close the Offering in multiple tranches and the Partnership is entitled to use the subscription proceeds as soon as closing has occurred; and
  - (d) it is responsible for obtaining such legal advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement; and
  - (e) participation in the Partnership is subject to acceptance of the Subscription Agreement by the General Partner of the Partnership and to certain other considerations set forth in the Limited Partnership Agreement and that acceptance of this Subscription Agreement shall be effective upon the amendment of the certificate of the Partnership (the “Certificate”) in accordance with the *Partnership Act* (Alberta), as amended, replaced, restated or re-enacted from time to time, designating the Subscriber as a limited partner of the Partnership (a “Limited Partner”); and
  - (f) Prestigious Properties Kings Castle GP Inc., is currently the General Partner and that certain of the parties that will be providing managerial, administrative and custodial services to the General Partner and the Partnership are associates and affiliates of the General Partner; and
  - (g) where allowed by applicable securities legislation, the Partnership intends to pay compensation of up to 8% of the gross proceeds realized on the sale of Class A Units under the Offering to any one of, or a combination of, the following parties: unrelated investment dealers, unrelated, non-registered market participants, related and unrelated Exempt Market Dealers and/or their dealing representatives, parties related to the General Partner, employees and/or contractors of such parties, unrelated and related referral agents. In the event that the General Partner affects a sale of Class A Units under the Offering, the General Partner will receive compensation of up to 6% of the gross proceeds of such a sale and no other commissions shall be paid for that sale to any other party. The Partnership will pay the General Partner an administration fee equal to 1% of the gross proceeds from the sale Class A Units issued by the Partnership; and
  - (h) it has been furnished with and has carefully reviewed and fully understands the Offering Memorandum and that it will become a party to the Limited Partnership Agreement upon the General Partner's acceptance of this Subscription Agreement and the corresponding amendment to the Certificate in relation thereto; and
  - (i) upon the Subscriber becoming a Limited Partner in the Partnership, the Subscriber will be automatically enrolled in the Partnership's distribution reinvestment and unit purchase plan (“DRIP Plan”). The Subscriber may opt out of its participation in the DRIP Plan at any time during the term of the Partnership through executing Schedule A to the Limited

Partnership Agreement and delivering to the General Partner in accordance with the terms of the Partnership Agreement.

2. **Representations, Warranties and Covenants of the Subscriber** By executing this Subscription Agreement, the Subscriber represents, warrants and covenants to the General Partner and the Partnership (and acknowledges that the General Partner and the Partnership and their counsel are relying thereon) that:

- (a) it, or any beneficial owner thereof, is not a “non-resident” of Canada for the purposes of the *Income Tax Act* (Canada) (the “Tax Act”) and if the Subscriber is a partnership, the Subscriber is a “Canadian partnership” for the purposes of the Tax Act;
- (b) if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement and all other agreements, instruments and other documents contemplated hereby and thereby and that it will perform all of its obligations hereunder and thereunder, and undertake all actions required of the Subscriber hereunder and thereunder;
- (c) if the Subscriber is not an individual, the Subscriber has the requisite power, authority, legal capacity and competence to execute and deliver this Subscription Agreement and all other agreements, instruments and other documents contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, and to undertake all actions required of the Subscriber hereunder and thereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise with respect to such matters that have been given or obtained;
- (d) if the Subscriber is a body corporate, the Subscriber is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation;
- (e) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (f) the execution, delivery and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby and thereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber's constating documents (if the Subscriber is not an individual) or any agreement to which the Subscriber is a party or by which it is bound;
- (g) the Subscriber confirms that it:
  - i. has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Class A Units;
  - ii. is capable of assessing the proposed investment in the Class A Units as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation;
  - iii. is aware of the characteristics of the Class A Units and the risks relating to an investment therein; and
  - iv. is able to bear the economic risk of loss of its investment in the Class A Units;

- (h) it understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Class A Units;
- (i) it acknowledges that no prospectus has been filed by the Partnership with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Class A Units and the issuance is exempted from the prospectus requirements available under the provisions of applicable securities laws and as a result:
  - i. the Subscriber is restricted from using most of the civil remedies available under applicable securities laws;
  - ii. the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws; and
  - iii. the General Partner and the Partnership are relieved from certain obligations that would otherwise apply under applicable securities laws;
- (j) it confirms that neither the General Partner, the Partnership nor any of their respective representative directors, employees, officers or affiliates, have made any representations (written or oral) to the Subscriber:
  - i. regarding the future value of the Class A Units;
  - ii. that any person will resell or repurchase the Class A Units;
  - iii. that any person will refund the purchase price of the Class A Units; or
  - iv. that the Class A Units will be listed and posted for trading on a stock exchange or that application has been made to list and post the Class A Units for trading on a stock exchange;
- (k) the Subscriber has been advised to consult its own legal and financial advisors with respect to the suitability of the Class A Units as an investment for the Subscriber and the resale restrictions and “hold periods” to which the Class A Units are subject under applicable securities legislation, and has not relied upon any statements made by or purporting to have been made on behalf of the Partnership or the General Partner in deciding to subscribe for Class A Units hereunder;
- (l) unless it is purchasing under subparagraph 2(m), it is purchasing the Class A Units as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Class A Units, it is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the “Subscriber’s Address” on the face page hereof;
- (m) if it is not purchasing as a principal, it is duly authorized to enter into this Subscription Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each beneficial purchaser for whom it is acting, each of whom is purchasing as principal for its own account, not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the Class A Units, it acknowledges that the Partnership is required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Class A Units for whom it may be acting, and it and each beneficial purchaser is resident in the jurisdiction set out as the “Subscriber’s Address”;
- (n) if it is a resident of or otherwise subject to applicable securities legislation of **British Columbia, Alberta, Saskatchewan, Manitoba, or Ontario** it complies with the requirements of all applicable securities legislation in the jurisdiction of its residence and

will provide such evidence of compliance with all such matters as the Partnership or its counsel may request; and

- (o) it understands and acknowledges that:
  - i. there is no market for the Class A Units and there is no assurance that a market will develop in the future and confirms that no representation has been made to it by or on behalf of the General Partner or the Partnership with respect thereto;
  - ii. the Partnership is not a reporting issuer in any province and that the applicable hold period under applicable securities laws of each province where a Subscriber may reside or may be deemed to reside will not commence until the Partnership becomes a reporting issuer in such province, and unless and until such time as the Partnership becomes a reporting issuer in such province and the applicable hold period has expired, it will not be able to resell the Class A Units except in accordance with the limited exemptions available under applicable securities laws and regulatory policies and that the Subscriber is solely responsible for (and neither the Partnership nor the General Partner are in any way responsible for) the Subscriber's compliance with applicable resale restrictions. **The Subscriber further acknowledges that the Partnership may never become a reporting issuer, and therefore, the hold period or restricted period may never expire and that it has been advised to consult legal counsel in the jurisdiction in which it resides or is deemed to reside for full particulars of resale restrictions and hold periods to which the Class A Units are subject under applicable securities laws;**
- (p) it understands that any certificates representing the Class A Units will bear a legend indicating that the resale of such securities is restricted;
- (q) it will not resell any of the Class A Units, except in accordance with the provisions of applicable securities legislation and regulatory policy and the Limited Partnership Agreement;
- (r) it acknowledges that:
  - i. there is no government or other insurance covering the Class A Units; and
  - ii. there are restrictions on the Subscriber's ability to resell the Class A Units and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities; and
  - iii. the Partnership has advised the Subscriber that the Partnership is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Alberta) and other applicable securities laws and, as a consequence of acquiring Class A Units pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (s) it is aware that the Class A Units have not been and will not be registered under the *United States Securities Act of 1933* (the "U.S. Securities Act") or the securities laws of any state of the United States and may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable

states or an exemption from such registration requirements is available and it acknowledges that the Partnership has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Class A Units;

- (t) it is not a “U.S. Person” (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Class A Units for the account or benefit of a U.S. Person or a person in the United States;
- (u) the Class A Units have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Class A Units and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (v) it has not financed its acquisition of Class A Units with a financing for which recourse is or is deemed to be limited within the meaning of the Tax Act and for the purposes hereof, limited recourse amount means the unpaid principal amount of any indebtedness for which recourse is limited, either immediately or in the future and either absolutely or contingently, and also includes any borrowing which is deemed to be a limited recourse amount. Borrowing will not be deemed to be a limited recourse amount if:
  - i. *bona fide* arrangements, evidenced in writing, are made at the time the debt arose for the repayment by the borrower of the principal and interest on the debt within a reasonable period of time, not greater than 10 years;
  - ii. the debt is not a part of a series of loans and repayments that ends more than 10 years after it begins; and
  - iii. interest on the debt is payable at least annually, and is actually paid no later than 60 days after the end of the borrower's taxation year, at a rate equal to or greater than the lesser of:
    - a. the prescribed interest rate for purposes of the Tax Act in effect at the time when the debt arose; and
    - b. the prescribed interest rate for purposes of the Tax Act applicable from time to time during the term of the debt.
- (w) in the case of a subscription by it for Class A Units acting as agent for a disclosed principal, it 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 and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such principal;
- (x) it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of its investments or, where it is not purchasing as principal, each beneficial purchaser is able to bear the economic risk of loss of its investment;
- (y) it has relied solely upon publicly available information relating to the Partnership and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Partnership, and acknowledges that the Partnership's counsel act as counsel to the Partnership, and not as counsel to the Subscriber;



- (z) it is not a “tax shelter investment” within the meaning of the Tax Act;
- (aa) it is not a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada), as amended, replaced, restated or re-enacted from time to time;
- (bb) it acknowledges and understands that it and/or either the General Partner or the Partnership may be required to provide securities regulatory authorities or stock exchanges with information concerning the identities of the purchasers of the Class A Units and, if required by applicable securities legislation or regulatory policy or by any securities regulatory authority or stock exchange, the Subscriber will execute, deliver, file and otherwise assist the General Partner and the Partnership in filing such reports, undertakings and other documents with respect to the issue of the Class A Units as may be required; and
- (cc) it will ensure that his or her status as described above in sections 2(a), (t) and (aa) will not be modified and he or she will not transfer his or her Class A Units in whole or in part to any person who would be unable to make such representations and warranties.

**3. Timeliness of Representations, etc** The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the date of execution of this Subscription Agreement and any Closing hereunder and will survive the completion of the distribution of the Class A Units and any subsequent disposition by the Subscriber of the Class A Units.

**4. Indemnity** The Subscriber acknowledges that each of the General Partner and the Partnership are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber to purchase the Class A Units under the Offering, and hereby agrees to indemnify each of the General Partner and the Partnership against all losses, claims, costs, expenses, damages or liabilities that either of them may suffer or incur as a result of or in connection with its reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the General Partner at: **Prestigious Properties Kings Castle GP Inc. 912 – 743 Railway Avenue, Canmore, Alberta T1W 1P2 Attention: President**, of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time.

**5. Limited Partnership Agreement** The Subscriber agrees that, if this subscription is accepted, upon such acceptance the Subscriber shall be a party to, and bound by all of the terms of, the Limited Partnership Agreement, as the same may be amended from time to time.

**6. Deliveries by Subscriber prior to Closing** The Subscriber agrees to deliver to the General Partner, or as the General Partner may direct:

- (a) one copy of this duly completed and executed Subscription Agreement; and
- (b) a certified cheque, cheque or bank draft made payable as directed by the Partnership or the General Partner an amount equal to the Aggregate Subscription Price, or payment of the same amount in such other manner as is acceptable to the General Partner; and
- (c) properly completed and duly executed copies of the appropriate investor qualification form(s) as described on page 2 of this Subscription Agreement; and
- (d) such other documents as may be requested by the General Partner as contemplated by this Subscription Agreement.

**7. Partial Acceptance or Rejection of Subscription** The General Partner may, in its absolute discretion, accept or reject the Subscriber's subscription for Class A Units as set forth in this Subscription Agreement, in whole or in part, and the General Partner reserves the right to sell to the Subscriber less than the amount of Class A Units subscribed for under this Subscription Agreement. If this Subscription

Agreement is rejected in whole, any cheque(s) or bank draft(s) delivered by the Subscriber to the General Partner on account of the subscription price for the Class A Units subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the General Partner exceeds the subscription price of the number of Class A Units sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement, will be promptly delivered to the Subscriber without interest.

**8. Time and Place of Closing** The sale of the Class A Units will be completed at the offices of the General Partner, in Canmore, Alberta at such time as the General Partner may determine and on such dates as the General Partner may determine. The General Partner reserves the right to close the Offering in multiple tranches, so that one or more closings may occur after the initial closing.

**9. Privacy** The Subscriber acknowledges that this Subscription Agreement and any forms attached hereto require the Subscriber to provide certain personal information to the General Partner and the Partnership. Such information is being collected by the General Partner and the Partnership for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Class A Units under applicable securities legislation, preparing and registering certificates representing Class A Units to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the General Partner and the Partnership to: (a) securities regulatory authorities; (b) the Partnership's registrar and transfer agent; and (c) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information. By executing this Subscription Agreement, the Subscriber hereby consents to the filing of copies or originals of any of the Subscriber's documents as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby.

**10. Money Laundering** The Subscriber represents and warrants that the funds representing the Aggregate Subscription Price which will be advanced by the Subscriber to the Partnership hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber acknowledges that the Partnership may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Subscriber's 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 law 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 General Partner and the Partnership if the Subscriber discovers that any of such representations ceases to be true, and shall provide the General Partner and the Partnership with appropriate information in connection therewith.

**11. Expenses** The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the sale of the Class A Units to the Subscriber shall be borne by the Subscriber.

**12. Governing Law** The contract arising out of acceptance of this Subscription Agreement by the General Partner, on behalf of the Partnership, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

**13. Time of Essence** Time shall be of the essence in this Subscription Agreement.

**14. Entire Agreement** This Subscription Agreement represents 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.

15. **Facsimile Copies** The General Partner and the Partnership shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the General Partner, on behalf of the Partnership, of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the General Partner, on behalf of the Partnership, in accordance with the terms hereof.

16. **Severability** The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

17. **Survival** The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

18. **Interpretation** The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, all references to money amounts are to Canadian dollars.

19. **Amendment** Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

20. **Assignment** Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.

21. **Power of Attorney** The Subscriber irrevocably constitutes and appoints, with full power of substitution, the General Partner as the undersigned's true and lawful attorney and agent, with full power and authority in the name place and stead of the subscriber to:

- (a) make, execute, swear to, acknowledge, deliver, file and record any and all of the following:
  - (i) the Limited Partnership Agreement and any amendments thereto, all declarations or any other instruments required to form, qualify, continue, and keep the Partnership in good standing as a Partnership, or otherwise to comply with the laws of the Province of Alberta in order to maintain the limited liability of the Partners and to comply with the applicable laws of the Province of Alberta;
  - (ii) all declarations, or amendments thereto, certificates or other instruments necessary to reflect any amendment change or modification of the Limited Partnership Agreement;
  - (iii) all conveyances, agreements and other instruments which the General Partner deems appropriate or necessary to reflect the dissolution or termination of the Partnership;
  - (iv) any instrument relating to the admission of additional or substituted Partners;
  - (v) any instrument required in connection with any election, determination or designation, or any registration or returns relating to the Partnership that may be made or filed under the Tax Act or any analogous fiscal legislation in Canada or in the Province of Alberta or in any other province of Canada and including, but not limited to, elections to be made pursuant to subsection 98(3) of the Tax Act respecting any distribution of the Partnership's assets to the Subscriber upon a dissolution of the Partnership and subsections 85(1), (2), (3) of the Tax Act respecting the transfer and exchange of the Subscriber's Class A Units in the Partnership for shares or other securities to be used by a public or private

corporation (as defined in the Tax Act) pursuant to exchange agreements which may be entered into for the completion of any sale of the assets of the Partnership provided such transaction has been approved by a Special Resolution of the Limited Partners;

- (b) execute and file with any governmental body any documents necessary in connection with the business, property, assets and undertaking of the Partnership;
- (c) complete or correct any errors or omissions in any form or document, including this Subscription Agreement, provided by the Subscriber; and
- (d) execute and deliver all such other documents or instruments on behalf of and in the name of the Partnership for the Partners as may be deemed necessary by the General Partner to carry out fully the provisions of the Limited Partnership Agreement.

The power of attorney granted hereby shall be irrevocable, shall be deemed to be a power coupled with an interest, shall survive the death or legal incapacity of the Subscriber and shall survive the transfer of all or any portion of the Subscriber's interest in the Partnership, except where the transferee thereof has been approved by the General Partner for admission to the Partnership as a substituted partner, the power shall survive such transfer with respect to the interest so transferred only for the purpose of enabling the General Partner to execute, acknowledge and file the instruments necessary to effect such substitution. The Subscriber agrees to be bound by any representations and actions made or taken in good faith by the General Partner pursuant to this power of attorney in accordance with the terms hereof 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 this power of attorney.

TO BE COMPLETED BY BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, MANITOBA AND ONTARIO RESIDENTS

**RISK ACKNOWLEDGEMENT**

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

I am investing \$ \_\_\_\_\_ in total; this includes any amount I am obliged to pay in future.

Capitalized terms below are defined in the Offering Memorandum of the Partnership dated December 31, 2014.

Where allowed by applicable securities legislation, the Partnership intends to pay compensation of up to 8% of the gross proceeds realized on the sale of Class A Units under the Offering to any one of, or a combination of, the following parties: unrelated investment dealers, unrelated, non-registered market participants, related and unrelated Exempt Market Dealers and/or their dealing representatives, parties related to the General Partner, employees and/or contractors of such parties, unrelated and related referral agents. In the event that the General Partner affects a sale of Class A Units under the Offering, the General Partner will receive compensation of up to 6% of the gross proceeds of such a sale and no other commissions shall be paid for that sale to any other party.

The Partnership will pay the General Partner an administration fee equal to 1% of the gross proceeds from the sale Class A Units issued by the Partnership.

A Limited Partner's Limited Partnership Units may be redeemed by Partnership in accordance with the terms and conditions Section 5.1(F) of the Offering Memorandum.

**I acknowledge that this is a risky investment and that I could lose all the money I invest.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

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**You have 2 business days to cancel your purchase**

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

**Name:** KINGS CASTLE LIMITED PARTNERSHIP  
**Address:** 912 – 743 Railway Ave.  
Canmore Alberta, T1W 1P2  
**Phone #:** (403) 678-3330  
**Fax #:** (403) 770-8885  
**Email:** investor@prestprop.com

### **You are buying Exempt Market Securities**

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

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

### **You will receive an Offering Memorandum**

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

### **The securities you are buying are not listed**

The securities you are buying are not listed on any stock exchange, and they may never be listed.

You may never be able to sell these securities.

### **The issuer of your securities is a non-reporting issuer**

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

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

#### **Alberta Securities Commission**

600, 250 – 5 Street SW  
Calgary AB, T2P 0R4  
Phone: (403) 297-6454  
Fax: (403) 297-6156  
www.albertasecurities.com

#### **British Columbia Securities Commission**

701 West Georgia Street  
P.O. Box 10142, Pacific Centre  
Vancouver, BC, V7Y 1L2  
Phone (604) 899-6500  
Fax: (604) 899-6506  
www.bcsc.bc.ca

#### **Ontario Securities Commission**

Suite 1903, Box 55, 20 Queen Street West  
Toronto, Ontario M5H 3S8  
Telephone: (416) 593-3682  
Facsimile: (416) 593-8252  
Administrative Assistant to the Director of  
Corporate Finance:  
Telephone (416) 593-8086  
www.osc.gov.on.ca

#### **Financial and Consumer Affairs Authority**

6<sup>th</sup> Floor, 1919 Saskatchewan Drive  
Regina, Saskatchewan, S4P 3V7  
Telephone: (306) 787-5879  
Facsimile: (306) 787-5899  
www.sfsc.gov.sk.ca

#### **Manitoba Securities Commission**

500 - 400 St. Mary Avenue  
Winnipeg, MB R3C 4K5  
Tel: (204) 945-2548  
www.msc.gov.mb.ca

**[Instruction: The purchaser must sign 2 copies of this form.  
The purchaser and the issuer must each receive a signed copy.]**

TO BE COMPLETED BY BRITISH COLUMBIA, ALBERTA, SASKATCHEWAN, MANITOBA AND ONTARIO RESIDENTS

**RISK ACKNOWLEDGEMENT**

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- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the Offering Memorandum.
- I will not be able to sell these securities except in very limited circumstances.
- I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$ \_\_\_\_\_ in total; this includes any amount I am obliged to pay in future.

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The Partnership will pay the General Partner an administration fee equal to 1% of the gross proceeds from the sale Class A Units issued by the Partnership.

A Limited Partner's Limited Partnership Units may be redeemed by Partnership in accordance with the terms and conditions Section 5.1(F) of the Offering Memorandum.

**I acknowledge that this is a risky investment and that I could lose all the money I invest.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

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**You have 2 business days to cancel your purchase**

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Canmore Alberta, T1W 1P2  
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- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

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

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### **The securities you are buying are not listed**

The securities you are buying are not listed on any stock exchange, and they may never be listed.

You may never be able to sell these securities.

### **The issuer of your securities is a non-reporting issuer**

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

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

#### **Alberta Securities Commission**

600, 250 – 5 Street SW  
Calgary AB, T2P 0R4  
Phone: (403) 297-6454  
Fax: (403) 297-6156  
www.albertasecurities.com

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701 West Georgia Street  
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#### **Ontario Securities Commission**

Suite 1903, Box 55, 20 Queen Street West  
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Telephone: (416) 593-3682  
Facsimile: (416) 593-8252  
Administrative Assistant to the Director of  
Corporate Finance:  
Telephone (416) 593-8086  
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#### **Financial and Consumer Affairs Authority**

6<sup>th</sup> Floor, 1919 Saskatchewan Drive  
Regina, Saskatchewan, S4P 3V7  
Telephone: (306) 787-5879  
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#### **Manitoba Securities Commission**

500 - 400 St. Mary Avenue  
Winnipeg, MB R3C 4K5  
Tel: (204) 945-2548  
www.msc.gov.mb.ca

**[Instruction: The purchaser must sign 2 copies of this form.  
The purchaser and the issuer must each receive a signed copy.]**



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**OFFERING MEMORANDUM EXEMPTION  
REPRESENTATION LETTER – NATIONAL INSTRUMENT 45-106 (“NI-45-106”)**

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**TO BE COMPLETED BY ELIGIBLE INVESTORS RESIDENT IN ALBERTA, SASKATCHEWAN AND  
MANITOBA WHO ARE SUBSCRIBING FOR  
MORE THAN \$10,000 IN CLASS A UNITS.**

The undersigned (the “Subscriber”) hereby confirms and certifies to Prestigious Properties Kings Castle GP Inc. as General Partner for the Kings Castle Limited Partnership that the Subscriber is purchasing the Class A Units as principal, that the Subscriber is resident in the jurisdiction set out on the execution page hereof, and that the Subscriber is: **[check appropriate boxes]**

- an “Eligible Investor”, being a person or company whose **[circle one or more]**
  - (i) net assets, alone or with a spouse, exceed CDN \$400,000,
  - (ii) net income before taxes exceeded CDN \$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year, or
  - (iii) net income before taxes combined with that of a spouse exceeded CDN \$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year,
- a person or company of which a majority of the voting securities are beneficially owned by Eligible Investors or a majority of the Directors are Eligible Investors,
- a general partnership in which all of the partners are Eligible Investors,
- a limited partnership in which the majority of the general partners are Eligible Investors,
- a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors,
- an Accredited Investor (as defined in NI-45-106),
- a person who is a family member, close personal friend or close business associate as described in Section 2.5 of NI-45-106; or
- a person or company that has obtained advice regarding the suitability of the investment and if the person or company is in a jurisdiction of Canada that advice has been obtained from an Eligibility Adviser (as defined in NI-45-106).

EXECUTED by the Subscriber this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**If a corporation, partnership or other entity:**

**If an individual:**

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Position of Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Purchasing Entity

\_\_\_\_\_  
Jurisdiction of Residence

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**ACCREDITED INVESTOR CERTIFICATE**

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**TO: Kings Castle Limited Partnership**

In connection with the subscription for Class A Units of Kings Castle Limited Partnership (the “**Issuer**”), the undersigned represents and warrants that the undersigned has read the following definition of an “accredited investor” from National Instrument 45-106 Prospectus and Registration Exemptions (“**45-106**”) and certifies that the undersigned is an accredited investor as indicated below (**check all that apply**):

- (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 (Statutes of Canada, 1995, c. 28)
- (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary
- (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the Securities Act (R.S.O. 1990, c. S. 5) of Ontario or the Securities Act (R.S.N.L. 1990, c. S-13) of Newfoundland and Labrador
- (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d)
- (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
- (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada
- (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 CDN \$1,000,000
- (k) an individual whose net income before taxes exceeded CDN \$200,000 in each of the two (2) most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CDN \$300,000 in each of the two (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 CDN \$5,000,000
- (m) a person, other than an individual or investment fund, that has net assets of at least CDN \$5,000,000 as shown on its most recently prepared financial statements
- (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 45-106, and 2.19 [*Additional investment in investment funds*] of 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 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
- (p) a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Statutes of Canada, 1991, chapter 45) 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.
- (q) a person acting on behalf of a fully managed account managed by that person, if that person 
  - (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and

- (ii) in Ontario, is purchasing a security that is not a security of an investment fund
- (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
- (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function
- (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors
- (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as 
  - (i) an accredited investor, or
  - (ii) an exempt purchaser in Alberta or British Columbia

**AS USED IN THIS ACCREDITED INVESTOR CERTIFICATE, THE FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS:**

**“Canadian financial institution”** means

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

**“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:

- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
- (ii) 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

- (i) 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
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
  - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

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

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

“**financial assets**” means

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

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

- (i) 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
- (ii) 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

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

“**related liabilities**” means

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

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

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

- (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (iii) in Alberta, is an individual referred to in paragraph (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 Accredited Investor Certificate, a person (first person) is considered to control another person (second person) if

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

The foregoing representation is true and accurate as of the date of this certificate and will be true and accurate as of the date of any distribution of any Class A Units by the Partnership (a "Closing") in which this certificate is being relied upon by the Partnership. If any such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate written notice of such fact to the President of the general partner of the Partnership.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Name of Purchaser

\_\_\_\_\_  
Name of witness (if the Purchaser is an individual)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
If the Purchaser is a corporation, print name and title of Authorized Signing Officer

**Schedule A**

**DRIP Plan Election**

**To:** Kings Castle Limited Partnership (the “Partnership”)

**And to:** Prestigious Properties Kings Castle GP Inc. (the “General Partner”)

The undersigned, being a Class A unit holder in the partnership, hereby elects **NOT** to participate in the DRIP Plan of the Partnership and through this election confirms that it wishes to receive **ONLY** cash distributions from the Partnership when made by the General Partner in accordance with Section 8.6 of the Limited Partnership Agreement of the Partnership dated December 31<sup>st</sup>, 2014.

**The election shall be effective as of the date below;**

Dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Limited Partner)

\_\_\_\_\_  
(Signature of Limited Partner)

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

Prestigious Properties Group  
912 – 743 Railway Avenue  
Canmore AB T1W 1P2

## **LETTER OF AUTHORIZATION**

I hereby authorize Prestigious Properties Group to provide the following individual with all requested information relating to my account;

\_\_\_\_\_  
Name of Authorized Individual (above)

I will provide written direction if I wish these instructions to be changed.

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

\_\_\_\_\_  
Signature of Subscriber