

**THE MCELVAINE INVESTMENT TRUST**  
**SUBSCRIPTION INSTRUCTIONS**

***For Investors resident in British Columbia or Newfoundland and Labrador***

1. **WHAT IS THE MINIMUM INVESTMENT?** Unless otherwise approved by McElvaine Investment Management Ltd., each investor must invest an amount not less than the minimum amount set forth in the table below. Where units of the Trust will be held in a joint account, each joint account holder under that account must invest the minimum amount.

	<u>Initial Investment</u>	<u>Additional Investment</u>
<b>Minimum Investment:</b>	\$10,000	\$1,000

2. **HOW DO I MAKE MY INVESTMENT?** Units are issued to investors on the first day of every month. To purchase units on the first day of a particular month, you must provide us with the following by no later than 1:00 p.m. (Pacific Time) on the last business day of the immediately preceding month:
- (1) A signed and completed copy of the attached Subscription Agreement.
  - (2) A signed and completed risk acknowledgement, in the form attached as **Appendix A** to the Subscription Agreement.
3. **WHERE DO I SEND THE REQUIRED DOCUMENTS?** Please send one originally-signed copy of each of the documents referred to above to:

**THE MCELVAINE INVESTMENT TRUST**  
c/o McElvaine Investment Management Ltd.  
Suite 219, 2187 Oak Bay Avenue  
Victoria, British Columbia V8R 1G1

Please forward a copy of both the subscription form along with the risk acknowledgement to the broker who will be placing your order. Please don't forget to retain a copy of these documents for your records.

4. **INVESTMENT IN RELIANCE ON PROSPECTUS EXEMPTIONS.** Units of the Trust are issued to investors in reliance on exemptions from the prospectus requirements of applicable securities laws. You will only be permitted to purchase units if your purchase qualifies for one of these exemptions. It is important that you understand that the Trust and its manager, McElvaine Investment Management Ltd., will rely on the representations contained in the attached Subscription Agreement to determine whether your purchase qualifies for one of these exemptions.

**For further information, please contact our office by telephone at (250) 708-8345, by facsimile at (250) 708-8346 or by e-mail at [info@mcelvaine.com](mailto:info@mcelvaine.com).**

**THE MCELVAINE INVESTMENT TRUST**  
**SUBSCRIPTION AGREEMENT**

**TO: THE MCELVAINE INVESTMENT TRUST**  
c/o McElvaine Investment Management Ltd.  
Suite 219, 2187 Oak Bay Avenue  
Victoria, British Columbia V8R 1G1

- 1. Subscription.** The undersigned (each being separately referred to herein as the “**Subscriber**”) hereby subscribes, subject to the terms and conditions of this Agreement, for Series \_\_\_\_ units of The McElvaine Investment Trust (the “**Trust**”), an open-end investment fund established under the laws of British Columbia as a trust, for a total aggregate subscription price of \$\_\_\_\_\_ (which for each Subscriber must be an amount not less than the minimum investment set out in paragraph 1 of the Subscription Instructions attached to this Agreement). The parties acknowledge and agree that if the Subscriber is acting as agent or trustee on behalf of a disclosed beneficial purchaser (the “**Disclosed Beneficial Purchaser**”), the term “**Subscriber**”, “**it**” or “**its**” whenever used in relation to representations, warranties, covenants, acknowledgements and indemnities of the Subscriber mean the Subscriber and, unless the context otherwise requires, the Disclosed Beneficial Purchaser.
- 2. Acceptance or Rejection.** The Subscriber hereby acknowledges that its offer to purchase units of the Trust is subject to acceptance by McElvaine Investment Management Ltd. (the “**Manager**”), the manager of the Trust, acting in its sole discretion. It is understood and agreed that if the Subscriber’s offer is not accepted by the Manager, this Agreement and all subscription funds received by the Manager will be returned forthwith to the Subscriber without interest or deduction, at the address indicated below (on page 7 of this Agreement).
- 3. Price of Units.** The Subscriber hereby acknowledges that the purchase price of the units will be the applicable series net asset value per unit determined as at the close of business on the last business day of the month in which the Subscriber’s offer to purchase units is accepted by the Manager. The number of units acquired by the Subscriber will be confirmed by or on behalf of the Manager in a statement delivered to the Subscriber after the Purchase Date (defined below).
- 4. Payment.** The Subscriber hereby agrees that for a purchase to be accepted by the Manager in a particular month, the Subscriber must deliver this Agreement and all other documents required by the Manager, together with payment of the subscription price for the units subscribed for (by cheque or other means acceptable to the Manager) to the Trust at the address shown above by no later than 1:00 p.m. (Pacific Time) on the last business day of that month.
- 5. Offering Memorandum, Privacy Policy and Relationship Disclosure.** The Subscriber acknowledges receipt of the offering memorandum of the Trust (the “**Offering Memorandum**”), and that it has reviewed the Offering Memorandum and in particular, the disclosure therein set out under the heading *Risk Factors*. The Subscriber also acknowledges that it has reviewed the *Privacy Policy* attached as **Appendix D** hereto and consents to the collection, use and disclosure of its personal information in accordance therewith. In addition, if the Subscriber is purchasing units of the Trust directly through the Manager, it acknowledges that it has reviewed the *Relationship Disclosure Information* attached as **Appendix E** hereto.
- 6. Closing.** If the subscription for units of the Trust contemplated herein is accepted by the Manager, the purchase of units will be completed on the first day of the month immediately following the month in which the Manager accepts the subscription (the “**Purchase Date**”). Subscription funds delivered to the Trust will be held in the Trust’s general bank account until the Purchase Date, at which time the units subscribed for hereunder will be acquired (if the Manager has accepted the Subscriber’s subscription). Such

funds will not be segregated for the account of the Subscriber. No interest will be payable to the Subscriber on any such subscription funds. Any interest earned on such funds will belong to the Trust. The Manager will hold the subscription funds advanced by each Subscriber in trust for the Subscriber until the Purchase Date.

7. **Nature of Units.** The Subscriber acknowledges and agrees that the rights and restrictions attached to the units are set out in, and the Trust is governed by, the amended and restated Trust Agreement made as of April 23, 2012 between the Manager, in its capacity as manager of the Trust, and the Manager, in its capacity as trustee of the Trust, as amended from time to time. The Subscriber further acknowledges that the transfer of units is generally prohibited. However, units may be redeemed on the basis described in the Offering Memorandum.

8. **Representations, Warranties and Covenants of the Subscriber.** The Subscriber hereby represents and warrants to and covenants and agrees with the Manager that:

- (a) **Legal Capacity and Authority.** If the Subscriber is an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Agreement, and to take all actions required pursuant hereto. If the Subscriber is not an individual, the Subscriber has good right, full power and absolute authority to execute this Agreement and to perform its obligations hereunder, and all necessary approvals have been given to authorize it to execute this Agreement and to perform its obligations hereunder.
- (b) **Purchasing as Agent or Trustee.** If the Subscriber is acting as agent or trustee for a Disclosed Beneficial Purchaser, the Subscriber is duly authorized to execute and deliver this Agreement and all other necessary documentation in connection with the subscription contemplated herein on behalf of the Disclosed Beneficial Purchaser, to agree to the terms and conditions herein and therein set out on behalf of the Disclosed Beneficial Purchaser and to make such representations, warranties, acknowledgements and covenants herein and therein contained on behalf of the Disclosed Beneficial Purchaser, and this Agreement has been duly authorized, executed and delivered by or on behalf of the Disclosed Beneficial Purchaser.
- (c) **Residence.** The Subscriber is a resident of the jurisdiction referred to under its address set forth on page 7 of this Agreement and is not a resident of any other jurisdiction (and is not purchasing the units for the account of a resident of any other jurisdiction).
- (d) **Purchasing as Principal for Investment Only.** The Subscriber or the Disclosed Beneficial Purchaser (as applicable) is purchasing the units, and will acquire the units, when issued, as principal, for its own account and 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 units.
- (e) **Subscriber Has Benefit of Private Placement Exemption.** The Subscriber (i) is resident in British Columbia or Newfoundland and Labrador, (ii) has received a copy of the Offering Memorandum, and (iii) has signed **Appendix A** to this Agreement to acknowledge the risks associated with an investment in units.
- (f) **No Prospectus.** No prospectus has been filed by the Trust with any of the securities regulatory authorities of any jurisdiction in Canada in connection with the issuance of the units, the issuance of the units is exempt from the prospectus requirements of applicable securities laws and, as a consequence:
  - (i) the Subscriber is restricted from using most of the civil remedies available under securities laws;

- (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under securities laws; and
  - (iii) the Trust is relieved from certain obligations that would otherwise apply under securities laws.
- (g) **Binding Agreement.** This Agreement, when accepted by the Manager, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms.
- (h) **No Violation.** The entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which it is or may be bound.
- (i) **No Review.** The Subscriber understands that no federal, provincial, state or other agency within the Subscriber's jurisdiction of residence or otherwise has reviewed or passed upon any of the units or made any finding or determination concerning the fairness or advisability of this investment.
- (j) **Resale Restrictions.** The Subscriber has been independently advised as to and is aware of the applicable restrictions on the resale of units imposed by securities laws in the jurisdiction in which the Subscriber resides and is aware of the risks and other characteristics of the units and of the fact that the Subscriber may not be able to resell the units except in accordance with applicable securities laws. The Trust is not under any obligation to qualify the resale of the units under a prospectus or assist the Subscriber in complying with any exemption from the prospectus requirement or resale restrictions set out under applicable securities laws.
- (k) **No Advertising.** The purchase of the units was not advertised in printed media of general and regular paid circulation on radio or on television or any other form of advertisement as part of a general solicitation.
- (l) **No Consents or Approvals Required.** No consent or approval of any person is required in connection with the execution and delivery of this Agreement by the Subscriber.
- (m) **No Undisclosed Information.** The units are not being purchased by the Subscriber as a result of any material information concerning the Trust that is not disclosed in the Offering Memorandum, and the Subscriber's decision to tender this offer to acquire the units has not been made as a result of any verbal or other written representation made by or on behalf of the Trust or any other person.
- (n) **Investment Risk.** The Subscriber understands that the purchase of the units involves a high degree of risk and should only be considered by persons who can bear the loss of their entire investment.
- (o) **Status of Subscriber.** The Subscriber has such knowledge, skill and experience in business, financial and investment matters so that the Subscriber is capable of evaluating the merits and risks of an investment in the units. To the extent necessary, the Subscriber has retained, at its own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of this subscription and owning the units.

- (p) **Irrevocable Offer.** The Subscriber's offer to subscribe for the units as herein set out is unconditional, irrevocable and non-transferable and has not been induced by any warranties or representations with regard to the present or future value of units, that any person will resell or repurchase the units, or that any person will refund the purchase price for the units.

**9. Reliance Upon Representations, Warranties and Covenants.** The Subscriber acknowledges that the foregoing representations, warranties and covenants are made by it with the intent that they may be relied upon by the Manager and its counsel in determining the eligibility of the Subscriber to purchase the units under securities laws. The Subscriber further agrees that by accepting the units subscribed for pursuant hereto, at the Purchase Date, it will be representing and warranting that the foregoing representations, warranties and covenants are true as at the Purchase Date with the same force and effect as if they had been made by it on the Purchase Date. The Manager and its counsel shall be entitled to rely on the representations, warranties and covenants of the Subscriber contained herein, and the Subscriber shall indemnify and hold harmless the Trust, the Manager and its counsel for any losses, claims, costs, expenses, damages or liabilities they may suffer or incur which are caused by or arise from, directly or indirectly, their reliance thereon.

**10. Survival of Representations, Warranties and Covenants.** All the representations, warranties and covenants set out in this Agreement will survive the Purchase Date.

**11. Delivery of Certain Information to the Securities Regulatory Authorities or Regulators.** The Subscriber hereby acknowledges that it has been notified (a) that delivery is required to be made to certain securities regulatory authorities or regulators of certain personal information regarding the Subscriber including, without limitation, the Subscriber's name, address, telephone number and e-mail address, the number and type of securities purchased by the Subscriber, the date of the purchase and the amount paid by the Subscriber, the prospectus exemption relied upon to distribute securities to the Subscriber, and whether or not the Subscriber is registered under the securities legislation of any province or territory of Canada, (b) that the personal information is being collected by the securities regulatory authorities or regulators under the authority granted to such regulatory authorities or regulators in securities legislation and is being collected for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction, and (c) of the title, business address and business telephone number of the public official in the Subscriber's local jurisdiction who can answer questions about the applicable security regulatory authorities' or regulators' indirect collection of information, as set out in **Appendix C**. The Subscriber hereby authorizes the indirect collection of information by the securities regulatory authorities or regulators.

**12. Anti-Money Laundering and Anti-Terrorist Financing Legislation.** In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorist financing, the Manager may require additional information concerning the Subscriber from time to time, and the Subscriber agrees to provide all such information.

**13. Costs.** The Subscriber acknowledges and agrees that except as may otherwise be provided for in this Agreement, all costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the units to the Subscriber will be borne by the Subscriber.

**13. Amendment.** Neither this Agreement nor any provisions hereof will be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

**14. Assignability.** Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof will be assignable by either the Trust or the Subscriber without the prior written consent of the other party.

- 15. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto.
- 16. Interpretation.** The section and other headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement. Words imparting the neuter gender include the masculine or feminine gender and words in the singular include the plural and vice versa.
- 17. Notices.** All notices and other communications provided for herein will be in writing and will be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by facsimile or other electronic means indicating the date of receipt and the signatures of the parties:
- (a) If to the Manager, at the following address or facsimile number:
- McElvaine Investment Management Ltd.  
Suite 219, 2187 Oak Bay Avenue  
Victoria, British Columbia V8R 1G1  
Attention: Tim McElvaine  
Facsimile: (250) 708-8346
- (b) If to the Subscriber, at the address and facsimile number set out on page 7 of this Agreement.
- 18. Binding Effect.** The provisions of this Agreement will be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, as the case may be.
- 20. Time of Essence.** Time shall be of the essence of this Agreement.
- 19. Notification of Changes.** The Subscriber hereby covenants and agrees to promptly notify the Manager at the address set forth above of any change to the representations, warranties, covenants and acknowledgments of or other information relating to the Subscriber contained in this Agreement or otherwise provided to the Manager.
- 20. Entire Agreement.** This Agreement, including the appendices hereto, constitutes the entire agreement between the Subscriber and the Manager on behalf of the Trust with respect to the units, and there are no other agreements, warranties, representations, conditions or covenants, written or oral, express or implied, in respect of, or which affect, the transaction herein contemplated.
- 21. Further Assurances.** The Subscriber covenants and agrees to execute and deliver such further documents and to provide such further assurances and information as may be required by the Manager, from time to time, to give effect to this subscription or to comply with applicable securities and other laws, including, without limiting the generality of the foregoing, all documents, assurances, undertakings and other information as may be required from time to time under applicable securities laws, anti-money laundering and anti-terrorist financing legislation, or domestic and foreign tax reporting requirements and legislation, and by all regulatory or governmental bodies or stock exchanges having jurisdiction over the Trust's or the Manager's affairs.
- 22. Language.** The parties hereto have agreed that this Agreement, the Offering Memorandum and all documents related thereto, be drawn up in the English language only. Les parties aux présentes ont convenu que cette convention, la notice d'offre et tous les documents y afférent soient rédigés en langue anglaise seulement.

**23. Counterparts and Facsimile.** This Agreement may be executed in counterparts or by facsimile or both, each counterpart or facsimile of which will be deemed to be an original, but all of which, taken together, and delivered will constitute one and the same Agreement. This Agreement will not be effective as to any party hereto until such time as this Agreement or a counterpart thereof has been executed and delivered, by facsimile or otherwise, by each party hereto.

**DATED** at \_\_\_\_\_, in the Province of \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of subscriber / authorized signatory)

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of co-subscriber / authorized signatory)

\_\_\_\_\_  
\_\_\_\_\_  
(Name of subscriber - Please print in full)

\_\_\_\_\_  
\_\_\_\_\_  
(Name of co-subscriber - Please print in full)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address of subscriber – Include postal code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address of co-subscriber – Include postal code)

\_\_\_\_\_  
\_\_\_\_\_  
(Social insurance number or business number, if a corporation)

\_\_\_\_\_  
\_\_\_\_\_  
(Social insurance number or business number, if a corporation)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
(Facsimile number)

\_\_\_\_\_  
\_\_\_\_\_  
(Facsimile number)

\_\_\_\_\_  
\_\_\_\_\_  
(E-mail address)

\_\_\_\_\_  
\_\_\_\_\_  
(E-mail address)

Registered under the securities legislation of any province or territory of Canada?  Yes  No

Registered under the securities legislation of any province or territory of Canada?  Yes  No

**Details of beneficial purchaser if not the same as Subscriber**

\_\_\_\_\_  
\_\_\_\_\_  
(Name of beneficial purchaser)

\_\_\_\_\_  
\_\_\_\_\_  
(Telephone number of beneficial purchaser)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Facsimile number of beneficial purchaser)

\_\_\_\_\_  
\_\_\_\_\_  
(Facsimile number of beneficial purchaser)

\_\_\_\_\_  
\_\_\_\_\_  
(Address of beneficial purchaser)

\_\_\_\_\_  
\_\_\_\_\_  
(E-mail address of beneficial purchaser)

Registered under the securities legislation of any province or territory of Canada?  Yes  No

**ACCEPTANCE**

The Manager hereby accepts this subscription on behalf of the Trust.

**DATED** at \_\_\_\_\_ in the Province of British Columbia on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MC ELVAINE INVESTMENT MANAGEMENT LTD.,**  
Manager of The McElvaine Investment Trust

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

Authorized Signatory

Name:

Title:

**APPENDIX A**  
**RISK ACKNOWLEDGEMENT**

*Note: Applicable securities laws require us to obtain this acknowledgement from each subscriber.*

**FORM 45-106F4**  
**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.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.

I am investing \$\_\_\_\_\_ in total; this includes any amount I am obliged to pay in the future. I understand that neither The McElvaine Investment Trust nor McElvaine Investment Management Ltd. will pay any portion of my investment as a fee or commission to persons selling the securities.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Joint Purchaser  
(if applicable)

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

\_\_\_\_\_  
Print Name of Joint Purchaser  
(if applicable)

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

**WARNING**

**You have two business days to cancel your purchase.**

To do so, send a notice to The McElvaine Investment Trust c/o McElvaine Investment Management Ltd. stating that you want to cancel your purchase. You must send the notice before midnight on the 2<sup>nd</sup> business day after you sign the agreement to purchase the securities. You can send the notice by fax or e-mail, or deliver it in person to McElvaine Investment Management Ltd. to the address shown below. Keep a copy of the notice for your records.

**THE MCELVAINE INVESTMENT TRUST**  
c/o McElvaine Investment Management Ltd.  
Suite 219, 2187 Oak Bay Avenue, Victoria, British Columbia V8R 1G1  
Tel: (250) 708-8345 Fax: (250) 708-8346  
E-mail: info@mcelvaine.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 on-going information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator. If you live in:

- **British Columbia**, contact the British Columbia Securities Commission at (604) 899-6500 (outside the local area, call toll-free at 1-800-373-6393) or visit its website at [www.bcsc.bc.ca](http://www.bcsc.bc.ca)
- **Newfoundland & Labrador**, contact the Securities Commission of Newfoundland & Labrador at (709) 729-4189 or visit its website at [www.gs.gov.nl.ca/cca/scon/](http://www.gs.gov.nl.ca/cca/scon/)

## APPENDIX B

### MCELVAINE INVESTMENT MANAGEMENT LTD.

#### PRIVACY POLICY

May 29, 2014

Protecting your privacy is very important to us at McElvaine Investment Management Ltd. We want to tell you how and why we collect, use and disclose the personal information you may provide to us in the course of investing in The McElvaine Investment Trust (the “Trust”).

#### **Your Consent**

By applying to invest in the Trust, you are indicating your consent to our collection, use and disclosure of your personal information in the manner described below. If you do not agree with our collection, use and disclosure of your personal information in this manner, please contact us immediately at (250) 708-8345.

#### **Our Collection of Your Personal Information**

In order to invest in the Trust, we ask you to voluntarily provide certain personal information, such as your personal contact information, employment information, financial and banking information, and information regarding your investment knowledge, objectives and strategies. We request this information to comply with applicable securities and other laws.

#### **Our Use of Your Personal Information**

We may use your personal information to contact and correspond with you, to respond to your communications, to provide services to you, and as otherwise permitted by law.

#### **Our Disclosure of Your Personal Information**

We may disclose your personal information in the following limited circumstances:

- (a) *Disclosure to Agents and Service Providers* - We may provide your personal information to our agents and service providers, such as the trustee and auditors of the Trust, but only where it is necessary to do so in connection with your investment in the Trust.
- (b) *Disclosure Required by Law, etc.* - We may disclose your personal information (i) to a government institution, such as a securities regulator, that has asserted its lawful authority to obtain the information, (ii) where we have reasonable grounds to believe the information could be useful in the investigation of unlawful activity, (iii) to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, (iv) to comply with court rules regarding the production of records and information, (v) to our legal counsel, or (vi) as otherwise required by law.

#### **Security and Access to Your Personal Information**

We take the security of your personal information very seriously, and employ appropriate security safeguards. At any time, you may request access to your personal information and information about our privacy practices by contacting us at (250) 708-8345. Subject to certain limited exceptions prescribed by law, you will be given reasonable access to your personal information within a reasonable time, and will be entitled to challenge the accuracy and completeness of the information and to have it amended as appropriate.

#### **Your Comments**

We welcome your comments and questions about our privacy practices. At any time, you may contact us at (250) 708-8345.

## SCHEDULE A

### **Excerpt from Section 13.4 of Companion Policy 31-103CP – *Registration Requirements, Exemption and Ongoing Registrant Obligations***

#### **Board of directors of reporting issuers**

A representative of a registrant acting as a director of or adviser to a reporting issuer raises concerns with respect to conflicts of interest, particularly in relation to issues of insider information, trading and timely disclosure. All registrants should be conscious of their responsibilities in these situations and weigh the burden of dealing in an ethical manner with the conflicts of interest against the advantages of acting as a director of a reporting issuer, many shareholders of which may be clients of the registrant.

Directors of a reporting issuer have an obligation not to reveal any confidential information about the issuer until there is full public disclosure of the information, particularly when the information might have a bearing on the market price or value of the securities of the issuer.

Any director of a reporting issuer who is a partner, director, officer, employee or agent of a registrant should recognize that the director's first responsibility with respect to confidential information is to the reporting issuer. A director should meticulously avoid any disclosure of inside information to partners, directors, officers, employees or agents of the registrant or to its clients.

If a partner, director, officer, employee or agent of a registrant is not a director but is acting in an advisory capacity to a reporting issuer and discussing confidential matters, the same care should be taken as if that person were a director. Should the matter require consultation with other personnel of the registrant, adequate measures should be taken to guard the confidential nature.

## SCHEDULE B

### MC ELVAINE INVESTMENT MANAGEMENT LTD.

#### What to do if you have a complaint

##### Our complaint process

##### Filing a complaint with us

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

McElvaine Investment Management Ltd.  
Suite 219, 2187 Oak Bay Avenue, Victoria, British Columbia V8R 1G1  
Telephone: (250) 708-8345  
Facsimile: (250) 708-8346  
E-mail: info@mcelvaine.com

You may want to consider using a method other than e-mail for sensitive information.

##### Tell us:

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

##### We will acknowledge your complaint

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

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

##### We will provide our decision

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

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

##### If our decision is delayed

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

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

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

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

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

##### If you are a Québec resident

You may consider the free mediation service offered by the Autorité des marchés financiers.

##### Help us resolve your complaint sooner

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

##### A word about legal advice

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

## Taking your complaint to OBSI

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

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

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

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

### Who can use OBSI

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

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

### Time limits apply

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

### Filing a complaint with OBSI

#### Contact OBSI

E-mail: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

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

#### OBSI will investigate

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

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

#### OBSI will provide its recommendations

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us.

OBSI can recommend compensation of up to \$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than \$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

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

#### Information OBSI needs to help you

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

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

## APPENDIX C

### PUBLIC OFFICIAL CONTACTS FOR QUESTIONS REGARDING COLLECTION OF PERSONAL INFORMATION

The following public officials can answer questions about the security regulatory authority's or regulator's indirect collection of personal information:

**Alberta Securities Commission**

Suite 600, 250 – 5th Street SW  
Calgary, Alberta T2P 0R4  
Telephone: (403) 297-6454  
Toll free in Canada: 1-877-355-0585  
Facsimile: (403) 297-2082

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: (604) 899-6854  
Toll free in Canada: 1-800-373-6393  
Facsimile: (604) 899-6581  
E-mail: [inquiries@bcsc.bc.ca](mailto:inquiries@bcsc.bc.ca)

**The Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Telephone: (204) 945-2548  
Toll free in Manitoba 1-800-655-5244  
Facsimile: (204) 945-0330

**Financial and Consumer Services Commission  
(New Brunswick)**

85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: (506) 658-3060  
Toll free in Canada: 1-866-933-2222  
Facsimile: (506) 658-3059  
E-mail: [info@fcnb.ca](mailto:info@fcnb.ca)

**Government of Newfoundland and Labrador  
Financial Services Regulation Division**

P.O. Box 8700  
Confederation Building 2nd Floor, West Block  
Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
Telephone: (709) 729-4189  
Facsimile: (709) 729-6187

**Government of the Northwest Territories  
Office of the Superintendent of Securities**

P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9  
Attention: Deputy Superintendent, Legal &  
Enforcement  
Telephone: (867) 920-8984  
Facsimile: (867) 873-0243

**Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street  
Duke Tower  
P.O. Box 458  
Halifax, Nova Scotia B3J 2P8  
Telephone: (902) 424-7768  
Facsimile: (902) 424-4625

**Government of Nunavut  
Department of Justice**

Legal Registries Division  
P.O. Box 1000, Station 570  
1st Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: (867) 975-6590  
Facsimile: (867) 975-6594

**Ontario Securities Commission**

20 Queen Street West, 22nd Floor  
Toronto, Ontario M5H 3S8  
Telephone: (416) 593- 8314  
Toll free in Canada: 1-877-785-1555  
Facsimile: (416) 593-8122  
E-mail: [exemptmarketfilings@osc.gov.on.ca](mailto:exemptmarketfilings@osc.gov.on.ca)  
Public official contact regarding indirect collection  
of information: Inquiries Officer

**Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building  
P.O. Box 2000  
Charlottetown, Prince Edward Island C1A 7N8  
Telephone: (902) 368-4569  
Facsimile: (902) 368-5283

**Autorité des marchés financiers**

800, Square Victoria, 22e étage  
C.P. 246, Tour de la Bourse  
Montréal, Québec H4Z 1G3  
Telephone: (514) 395-0337 or 1-877-525-0337  
Facsimile: (514) 873-6155 (For filing purposes only)  
Facsimile: (514) 864-6381 (For privacy requests only)  
E-mail: [financementdessocietes@lautorite.qc.ca](mailto:financementdessocietes@lautorite.qc.ca) (For  
corporate finance issuers);  
[fonds\\_dinvestissement@lautorite.qc.ca](mailto:fonds_dinvestissement@lautorite.qc.ca) (For investment  
fund issuers)

**Financial and Consumer Affairs Authority of  
Saskatchewan**

Suite 601 - 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H2  
Telephone: (306) 787-5879  
Facsimile: (306) 787-5899

**Government of Yukon  
Department of Community Services**

Law Centre, 3rd Floor  
2130 Second Avenue  
Whitehorse, Yukon Y1A 5H6  
Telephone: (867) 667-5314  
Facsimile: (867) 393-6251