

**SUBSCRIPTION AGREEMENT**

**THREE POINT CAPITAL CORP. (the "Company")**

The undersigned (the "Investor") hereby irrevocably subscribes for and agrees to purchase the number of Class "A" common shares ("Shares") of the Company set forth below for the aggregate subscription price set forth below, (the "Aggregate Subscription Price"), representing a subscription price of **\$1.00 per Share**, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription" attached hereto (together with this page and the attached Exhibits the "Subscription Agreement"). By executing the Subscription Agreement, the Investor consents to the collection, use and disclosure of the Investor's personal information in the manner described herein. **In addition to this face page, the Investor must also complete the Exhibits attached hereto, if applicable (see page 2 for instructions).**

**In addition to this face page, the Investor must also complete the Schedule and related Exhibits attached hereto, if applicable (see page 2 for instructions).**

<b><u>Investor's Particulars</u></b>	
_____	
(Name of Investor - please print)	
By: _____	_____
(Authorized Signature)	(Date)
_____	
(Official Capacity or Title - please print)	
_____	
(Please print name of individual whose signature appears above if different than the name of the Investor printed above.)	
_____	
(Investor's Address)	
_____	
_____	
(Social Insurance No. or Business Identification No.)	
_____	
_____	_____
(Telephone Number)	(E-Mail Address)

<b>Number of Shares Subscribed for</b>
_____

<b>Aggregate Subscription Price</b>
_____

<p>If the Investor is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106 or Section 73.3 of the <i>Securities Act</i> (Ontario), complete the following to ensure that the applicable Exhibits are completed in respect of such principal ("<b>Disclosed Beneficial Purchaser</b>")</p>
_____
(Name of Principal)
_____
(Principal's Address including postal code)
_____
(Principal's Telephone Number)
_____
(Principal's E-Mail Address)

<b><u>Register the Shares as set forth below (if different than above):</u></b>
_____
(Name)
_____
(Account reference, if applicable)
_____
(Address)
_____
(Address)

<b><u>Deliver the Shares as set forth below (if different than registration address):</u></b>
_____
(Name)
_____
(Account reference, if applicable)
_____
(Contact Name)
_____
(Address)

<b><u>MUST BE COMPLETED (Please check the applicable ones)</u></b>	
The Investor _____ <b>is</b> or _____ <b>is not</b> a registrant (as defined herein).	If you selected " <b>is</b> " for either category, then please stated the number of
The Investor _____ <b>is</b> or _____ <b>is not</b> an insider (as defined herein).	Shares held prior to the Offering _____

**ACCEPTANCE:** The Company hereby accepts this Subscription Agreement, subject to the terms and conditions contained herein.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

**THREE POINT CAPITAL CORP.**

Per: \_\_\_\_\_

Subscription No:
------------------

## INSTRUCTIONS

The Investor must deliver a certified cheque or bank draft payable to Three Point Capital Corp. for the Aggregate Subscription Price or payment of the same amount in such other manner as is acceptable to the Company and must complete and execute this Subscription Agreement and all applicable Exhibits as described below.

### **Exemption Exhibits**

(a) **Exhibit 1, 2 & 3** - To be completed by all Investors.

### **Dividend Reinvestment Program Exhibit**

(b) **Exhibit 4** - Must be completed by all Investors who DO NOT wish to be enrolled in the Company's dividend reinvestment program ("DRIP").

*Note: Unless Investors opt out of the DRIP program by completing Exhibit 4, Investors will be automatically enrolled in the DRIP and will not receive cash dividends.*

## TERMS AND CONDITIONS OF SUBSCRIPTION

### Definitions

1. In this Subscription Agreement, unless the context otherwise requires:
  - (a) “**Closing**” means the completion of the issue and sale by the Company and the purchase by the subscribers of Shares pursuant to subscription agreements the same as or substantially in the form of this Subscription Agreement, which may occur on one or more Closing Dates;
  - (b) “**Closing Date**” means such date or dates as the Company may determine. The Investor acknowledges that multiple Closings may occur with multiple subscribers;
  - (c) “**Closing Time**” means 9:00 a.m. (PST) on the Closing Date or such other time as the Company determines;
  - (d) “**insider**” means:
    - (i) a director or officer of the Company;
    - (ii) a director or officer of a person or company that is itself an insider or subsidiary of the Company; or
    - (iii) a person that has: (A) beneficial ownership of, or control or direction over, directly or indirectly; or (B) a combination of beneficial ownership of and control or direction over, directly or indirectly, securities carrying more than 10% of the voting rights attached to all of the Company’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution;
  - (e) “**Offering**” has the meaning ascribed thereto in subparagraph 2(b) hereof;
  - (f) “**registrant**” means a person registered or required to be registered pursuant to the securities laws applicable to such person; and
  - (g) “**Shares**” has the meaning ascribed thereto on the face page of this Subscription Agreement.

### Terms of the Offering

2. The Investor acknowledges that:
  - (a) this subscription is subject to rejection or allotment by the Company in whole or in part; and
  - (b) the Shares subscribed for by it hereunder form part of a larger issuance and sale by the Company of Shares at a price of \$1.00 per Share (the “**Offering**”); and
  - (c) the Offering is not subject to any minimum subscription level, as such, any funds invested will be available to the Company and will be paid to the Company on the Closing Date and need not be refunded to the Investor; and
  - (d) in the event that the Company rejects the Subscription Agreement, the subscription proceeds will be promptly returned to the Investor at the address of the Investor set out on the face page hereof, without interest or deduction; and
  - (e) it acknowledges that: (i) the Company is not a “reporting issuer” (or equivalent thereof) under the securities laws of any province or territory of Canada, nor does the Company intend to become a “reporting issuer” in any jurisdiction; (ii) there is no assurance that the Company will become a reporting issuer under the securities laws of any province or territory of Canada in

the future and the Company has not made or given any such assurances; (iii) the Shares will be subject to a hold period of four months and a day from the later of the applicable Closing Date and the date the Company becomes a reporting issuer under the securities laws of any province or territory of Canada (which it has no obligation to become), during which time the Investor may not trade the Shares without filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable securities laws; and (iv) any certificates or electronic records representing the Shares will bear a legend indicating that the resale of such securities is so restricted in the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF: [THE DISTRIBUTION DATE], AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY”; and

- (f) by executing this Subscription Agreement, the Investor agrees that if the Investor transfers such Shares during any applicable hold periods, the Investor will advise such transferee of the resale restrictions applicable to such Shares.

### **Representations, Warranties and Covenants by Investor**

3. The Investor (on its own behalf and, if applicable, on behalf of each person on whose behalf the Investor is contracting hereunder) represents, warrants and covenants to the Company, its agents and affiliates, and their respective counsel (and acknowledges that the Company, its agents and affiliates, and their respective counsel are relying thereon) that both at the date hereof and at the Closing Time:

- (a) ***Offering Memorandum Exemption:*** the Investor is a resident of the Province of British Columbia, Alberta, Saskatchewan, Manitoba or Ontario, and:

- (i) the Investor has received, reviewed and understands the Company’s confidential offering memorandum dated March 15, 2018, as updated, amended or restated from time to time prior to the date of this subscription (the “**Offering Memorandum**”), the Investor has completed and signed **Exhibit 1** in respect of acknowledging receipt of the Offering Memorandum, the Investor has reviewed and understands the the disclosure set out in the Offering Memorandum, including, without limitation, under the heading Item 8 – Risk Factors; and, other than the Offering Memorandum and any marketing materials delivered by the Company and incorporated by reference therein, the Investor has not received or requested, and does not have any need to receive, any other offering document or other document describing the Company that has been prepared for delivery to and review by prospective subscribers in order to assist the Investor in making an investment decision in respect of the Shares; and
- (ii) it has completed and signed two copies of each Risk Acknowledgements forms attached as **Exhibit 2 & 3**; and

- (b) ***No Undisclosed Beneficiaries and Jurisdiction:***

- (i) unless it is purchasing pursuant to subparagraph 3(c) hereof, it is purchasing the Shares 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 Shares, it is resident in or otherwise subject to applicable securities laws of the jurisdiction set out as the “Investor’s Address” on the face page hereof and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale has occurred only in such jurisdiction; and

- (ii) the Investor does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Company; and
- (c) **Exempt Status of Disclosed Beneficial Purchaser:** subject to securities laws applicable to the Investor, if it is acting as agent for one or more Disclosed Beneficial Purchasers, each of such Disclosed Beneficial Purchasers is purchasing as principal for its own account, not for the benefit of any other person, for investment only, and not with a view to distribution of all or any of the Shares, and each Disclosed Beneficial Purchaser complies with paragraph 3(a), as is applicable to it (including the applicable Exhibits hereto completed by the Investor in pursuant to paragraph 3(a)). The agent further acknowledges that the Company is required by law to disclose to certain regulatory authorities the identity of each Disclosed Beneficial Purchaser for whom it may be acting, and it and each Disclosed Beneficial Purchaser is resident in or otherwise subject to the securities laws of the jurisdiction set out as the “Investor’s Address” and “Principal’s Address including postal code”, respectively, on the face page hereof; and
- (d) **Risk Acknowledgment:** it (and any Disclosed Beneficial Purchaser for whom it is acting) acknowledges that:
  - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares; and
  - (ii) there is no government or other insurance covering the Shares; and
  - (iii) there are risks associated with the purchase of the Shares; and
  - (iv) there are restrictions on the Investor’s ability to resell the Shares and it is the responsibility of the Investor to find out what those restrictions are and to comply with them before selling such Shares; and
  - (v) the Company has advised the Investor that the Company is relying on an exemption from the requirements to provide the Investor with a prospectus and, as a consequence of acquiring Shares pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, will not be available to the Investor; and
  - (vi) the investment in the Company is a highly speculative investment and involves a high degree of risk of loss of the entire investment; and
  - (vii) there is no guarantee that any gain will be realized from its investment in the Company; and
  - (viii) without limitation, no representation, guarantee or warranty has been made or given to the Investor by the Company, its officers, agents or employees or any other person, expressly or by implication, as to:
    - (A) the approximate or exact length of time that the Investor will be required to remain as an investor in the Company;
    - (B) the financial viability of the business of the Company; or
    - (C) the future profitability of the business of the Company; and
  - (ix) Other than to the extent set out in the Offering Memorandum in respect of certain limited redemption rights, it confirms that neither the Company, its manager or any of its agents or affiliates, nor any of their respective directors, trustees, officers, employees or representatives, has made any representations (oral or written) to the Investor:
    - (A) that any person will resell or repurchase any of the Shares;

- (B) that any person will refund the purchase price of the Shares; or
- (C) as to the future price or value of the Shares; and
- (xi) except for this Subscription Agreement, the Offering Memorandum and any marketing material delivered by the Company, it has not relied upon any oral or written representation as to fact or otherwise made by or on behalf of the Company; and
- (xii) Other than the information disclosed in the Offering Memorandum, the Company has not provided or purported to provide any or all of the information which may be required to evaluate and make an informed assessment of an investment in the Company and the Investor is responsible for making its own investigations in respect of all such matters; and
- (xiii) its offer to subscribe for Shares has not been induced by any representations with regard to the present or future worth of the Shares; and
- (xiv) it, either alone or together with the Investor's financial advisor, has sufficient financial and business knowledge and experience to evaluate the merit and risks of an investment in the Company on the basis of information presented to the Investor, and the Investor is able to bear the economic risk of loss of its investments; and
- (xv) it understands, acknowledges and is aware that the Shares are being offered for sale only on a "private placement" basis and that the sale and delivery of the Shares is conditional upon such sale being exempt from the requirements under applicable securities laws as to the filing of a prospectus or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the filing of a prospectus and, as a consequence: (i) it is restricted from using most of the civil remedies available under securities legislation; (ii) it may not receive information that would otherwise be required to be provided to it under securities legislation; and (iii) the Company is relieved from certain obligations that would otherwise apply under securities legislation; and
- (xvi) the Investor 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 Shares; and
- (xvii) it is capable of bearing the economic risks of an investment in the Shares and the Investor's present financial condition is such that the Investor is under no present or contemplated future need to dispose of any of the Shares to satisfy any existing or contemplated undertaking, need or indebtedness; and

(e) **Restrictions on Resale:**

- (i) it has been independently advised as to restrictions with respect to trading in the Shares imposed by applicable securities laws in the jurisdiction in which it resides or is otherwise subject, confirms that no representation (written or oral) has been made to it by or on behalf of the Company with respect thereto, acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein and of the fact that it will not be able to resell the Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policy until expiry of the applicable restricted period and compliance with the other requirements of applicable law; and it agrees that any certificates representing the Shares will bear a legend, indicating, or such electronic records shall indicate, that the resale of such Shares is restricted; the Investor further acknowledges that it should and has had the opportunity to consult its own legal counsel in its jurisdiction of residence for full particulars of the resale restrictions applicable to it; and

- (ii) the Investor is aware that there is no market upon which the Shares trade and there is no assurance that the Shares will be listed and posted for trading on a stock exchange or dealer network in the future; and
  - (iii) the Investor is aware it may be subject to certain escrow requirements of a stock exchange or applicable securities laws which restrict the trading in the Shares for directors, officers, insiders and their affiliates in the event that the Company becomes a reporting issuer or obtains a stock listing and the Investor agrees to be subject to such escrow requirements, as may be applicable; and
  - (iv) it will not resell the Shares, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and any applicable stock exchange rules; and
- (f) **No connection to U.S.:**
- (i) it is aware that the Shares have not been and will not be registered under the United States *Securities Act of 1933*, as amended ("**U.S. Securities Act**") or the securities laws of any state of the United States and that these securities 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 and acknowledges that the Company has no present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Shares; and
  - (ii) the Shares have not been offered to the Investor in the United States, and the individuals making the order to purchase the Shares and executing and delivering this Subscription Agreement on behalf of the Investor were not in the United States when the order was placed and this Subscription Agreement was executed and delivered; and
  - (iii) it is not a U.S. Person (as defined in 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 Company 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 purchasing the Shares on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and
  - (iv) it (and, if applicable, any Disclosed Beneficial Purchaser) undertakes and agrees that it will not offer or sell any of the Shares in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available and further that it will not resell the Shares except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules, as applicable;
- (g) **Existence of Investor & Authority to Subscribe:**
- (i) if it is a corporation, partnership, unincorporated association or other entity, it has been duly incorporated, formed or created and is valid and subsisting under the laws of the jurisdiction of its incorporation, formation or creation and it has the legal capacity to enter into and be bound by this Subscription Agreement and it further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and
  - (ii) if an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto; and
  - (iii) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Investor; and

- (iv) in the case of the subscription by it for Shares acting as agent for a Disclosed Beneficial Purchaser, 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, binding and enforceable agreement, of such principal; and
- (v) the entering into of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any of the terms or provisions of any law applicable to the Shares, and if the Investor is not a natural person, any of the Investor's constating or other governing documents, or any agreement to which the Investor is a party or by which it is bound; and
- (vi) no authorization, consent, order, approval or notice of any federal, provincial, territorial, municipal or foreign regulatory body or official must be obtained or given, and no waiting period must expire, in order that this Subscription Agreement and the transactions contemplated herein can be consummated by the Investor; and
- (vii) it acknowledges that the Company may complete additional financings in the future in order to develop the business of the Company and to fund its ongoing development; that there is no assurance that such financings will be available and, if available, on reasonable terms; any such future financings may have a dilutive effect on current securityholders, including the Investor; that if such future financings are not available, the Company may be unable to fund its ongoing development; and the lack of capital resources may result in the failure of its business venture; and
- (h) **Further Assurances:** if required by applicable securities laws, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Investor will execute, deliver, file and otherwise assist the Company in filing, such reports, undertakings and other documents with respect to the issue of the Shares including, without limitation, this duly completed and executed Subscription Agreement and all applicable Exhibits; and
- (i) **Investor is not a Control Person:** the acquisition of the Shares hereunder by the Investor will not result in the Investor becoming a "control person", as defined under applicable securities laws; and
- (j) **Independent Legal Advice:**
  - (i) it acknowledges that the Company's counsel is acting as counsel to the Company and not as counsel to the Investor, and that no counsel to any of the Company's agents or affiliates is acting as counsel to the Investor; and
  - (ii) the Investor acknowledges that it has had the opportunity to obtain independent legal, income tax and investment advice with respect to its subscription for the Shares and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Investor for purposes of giving representations, warranties and covenants under this Subscription Agreement and the Company does not bear any responsibility whatsoever for any such matter; and
- (k) **Status under Tax Act:** the Investor is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time (the "**Tax Act**"); and
- (l) **Covenant of Investor Regarding No Market for Shares:** the Investor covenants and agrees not to take any actions or steps which are intended to or may result in there being any "public



market” for the Shares within the meaning of the Tax Act, including without limitation, any system that supports over-the-counter, private or other trading of the Shares; and

- (m) **Legitimate Source of Funds:** the funds representing the Aggregate Subscription Price which will be advanced by the Investor to the Company hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLA**”) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the “**PATRIOT Act**”) and the Investor acknowledges that the Company may in the future be required by law to disclose the Investor’s name and other information relating to this Subscription Agreement and the Investor’s subscription hereunder, on a confidential basis, pursuant to the PCMLA or the PATRIOT Act. To the best of its knowledge: (a) none of the subscription funds to be provided by the Investor: (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 Investor; and (b) it shall promptly notify the Company if the Investor discovers that any of such representations ceases to be true, and to provide the Company with appropriate information in connection therewith.

## Closing

4. The Investor agrees that this Subscription Agreement (including applicable Exhibits) and certified cheque or bank draft payable to Three Point Capital Corp. for the Aggregate Subscription Price or payment of the same amount in such other manner as is acceptable to the Company shall be delivered to Three Point Capital Corp. 210 - 1980 Cooper Road, Kelowna, British Columbia V1Y 8K5 not later than 4:00 p.m. (PST) on the day that is not less than two business days prior to the applicable Closing Date. The Investor acknowledges and accepts that any conditions precedent to the closing of this Offering are for the benefit of the Company and that the Company may waive, in whole or in part, the completion or satisfaction of any of such conditions precedent.
5. The sale of the Shares pursuant to this Subscription Agreement will be completed in Kelowna, B.C. at the Closing Time on the Closing Date(s).
6. The Company shall be entitled to rely on delivery of a facsimile or electronically scanned (PDF) copy of executed Subscription Agreements, and acceptance by the Company of such facsimile or PDF subscriptions shall be legally effective to create a valid and binding agreement between the Investor and the Company in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. If less than a complete copy of this Subscription Agreement is delivered to the Company at the Closing Time, the Company shall be entitled to assume that the Investor accepts and agrees with all of the terms and conditions of this Subscription Agreement on the pages not delivered at the Closing Time unaltered.

## General

7. The Investor agrees that the representations, warranties and covenants of the Investor herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of the Shares. The representations, warranties and covenants of the Investor herein are made with the intent that they be relied upon by the Company and its counsel in determining the eligibility of a purchaser of Shares and the Investor agrees to indemnify and hold harmless the Company and its affiliates, shareholders, directors, trustees, officers, partners, employees and agents (including their respective legal counsel), from and against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Investor undertakes to immediately notify the Company at Three Point Capital Corp. 210 - 1980 Cooper Road, Kelowna, British Columbia V1Y 8K5, email: [investing@threepointcapital.ca](mailto:investing@threepointcapital.ca) of any change in any statement

or other information relating to the Investor set forth herein which takes place prior to the Closing Time.

8. The Investor hereby irrevocably authorizes the Company, in its sole discretion: (a) to act as its representative at the Closing and to execute in its name and on its behalf all closing receipts and documents required; (b) to complete or correct any minor errors or omissions in any form or document, including this Subscription Agreement, provided by the Investor; (c) to receive on its behalf certificates representing the Shares purchased under this Subscription Agreement; and (d) to approve any opinions, certificates or other documents addressed to the Investor. This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. This power of attorney and other rights and privileges granted under this paragraph 9 will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Investor. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Investor. Any person dealing with the Company may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Company pursuant to this power of attorney is authorized and binding on the Investor, without further inquiry. The Investor agrees to be bound by any representations or actions made or taken by the Company pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Company taken in good faith under this power of attorney.
9. The Investor acknowledges that this Subscription Agreement and the Exhibits hereto require the Investor to provide certain personal information respecting the Investor and, if applicable, and Disclosed Beneficial Purchaser (the "**Information**") to the Company. Such Information is being collected by the Company for the purposes of completing the Offering, which includes, without limitation, determining the Investor's eligibility to purchase the Shares under applicable securities legislation, preparing and registering any certificates representing securities to be issued to the Investor and completing filings required by any stock exchange or securities regulatory authority. The Information may be disclosed by the Company to: (a) applicable stock exchanges or securities regulatory authorities; (b) the registrar and transfer agent of the Company; (c) Canada Revenue Agency; and (d) any of the other parties involved in the Offering, including legal counsel to the Company and the Company's manager, agents and affiliates, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Investor consents to the foregoing collection, use and disclosure of the Information. The Investor also consents to the filing of copies or originals of any of the Investor's documents described herein as may be required to be filed with any applicable stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.
10. The Investor acknowledges that the Company will be required to file a report of exempt distribution with all applicable securities regulatory authorities in one or more jurisdictions containing personal information about the Investor including the following personal information:
  - (a) the full name, residential address and telephone number of the Investor;
  - (b) whether the Investor is an insider or a registrant (as defined in applicable securities legislation);
  - (c) the number and type of securities purchased;
  - (d) the total purchase price (in Canadian dollars);
  - (e) the exemption relied on; and
  - (f) the date of distribution.
11. Each Investor in Ontario authorizes the indirect collection of the Information by the Ontario Securities Commission and confirms that it has been notified by the Company:

- (a) that the Company will be delivering the Information to the Ontario Securities Commission;
- (b) that such Information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in applicable securities laws;
- (c) that such Information is being collected for the purpose of the administration and enforcement of applicable securities laws; and
- (d) that the title, business address and business telephone number of the public official in the Province of Ontario who can answer questions about the Ontario Securities Commissions indirect collection of such Information is as follows:

Administrative Assistant to the Director of Corporate Finance  
Ontario Securities Commission  
Suite 1903, Box 55, 20 Queen Street West  
Toronto, Ontario M5H 2S8  
Telephone: (416) 593-8086

12. If the Investor (or if applicable a Disclosed Beneficial Purchaser) is resident in or otherwise subject to the applicable securities laws of British Columbia, the Investor authorized the indirect collection of the Information by the British Columbia Securities Commission and is hereby notified that:

- (a) the Company may deliver to the British Columbia Securities Commission the Information;
- (b) the Information is being collected indirectly by the British Columbia Securities Commission under the authority granted to it in securities legislation;
- (c) the Information is being collected for the purposes of the administration and enforcement of the securities legislation of British Columbia;
- (d) certain of the Information pertaining to the Investor will be available for public inspection at the British Columbia Securities Commission during normal business hours, including the Investor's full name, whether the Investor is an insider of Company or a registrant, the number of Shares purchased by the Investor, and the total purchase price paid for such Shares, and, if the Investor is an insider or promoter of the Company, the number, type and total consideration paid for all securities of the Company beneficially owned or directly or indirectly controlled, on the applicable Closing Date, by such insider or promoter; and
- (e) the Investor may contact the following public official in British Columbia with respect to questions about the British Columbia Securities Commission's indirect collection of such information at the following address and telephone number:

British Columbia Securities Commission  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2 Telephone: (604) 899-6500  
Toll free across Canada: 1-800-373-6393 Facsimile: (604) 899-6581

13. The obligations of the parties hereunder are subject to acceptance of the terms of the Offering by any required regulatory approvals.
14. The Investor acknowledges and agrees that all costs incurred by the Investor (including any fees and disbursements of any special counsel retained by the Investor) relating to the sale of the Shares to the Investor shall be borne by the Investor.
15. The contract arising out of this Subscription Agreement and all documents relating thereto, which by common accord has been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada

applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

16. 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.
17. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Investor and the Company and their respective heirs, executors, administrators, successors and assigns; and this Subscription Agreement shall not be assignable by any party without prior written consent of the other parties.
18. The Investor agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Investor, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder
19. Subject to section 9, neither this Subscription Agreement nor any provision hereof shall 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.
20. 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.
21. 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.
22. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
23. Time is of the essence hereof.
24. In this Subscription Agreement (including the Exhibits attached hereto), all references to \$ or currency mean Canadian dollars.

**Exhibit 1 – All Offering Memorandum Investors**

**EXHIBIT 1  
RECEIPT OF OFFERING MEMORANDUM**

**TO: Three Point Capital Corp.**

In connection with the purchase of Class A common shares of the Company, the undersigned investor (the "**Investor**") hereby represents, warrants, covenants and certifies to the Company (and acknowledges that the Company and its counsel are entitled to rely thereon) that the Investor has received a copy of the Company's Offering Memorandum dated March 15, 2018.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print name of Investor

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

\_\_\_\_\_  
Print name of Signatory (if different from Investor)

\_\_\_\_\_  
Title

**Exhibit 2 – All Offering Memorandum Investors**

**EXHIBIT 2  
RISK ACKNOWLEDGEMENT  
(Offering Memorandum; Form 45-106F4)**

**TO: THREE POINT CAPITAL CORP.**

- 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.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- 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 future. I understand that Three Point Capital Corp. will pay up to 5% of this amount to Three Point Capital Marketing Corp. as a fee or commission.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of any Joint Purchaser

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

\_\_\_\_\_  
Print name of and Joint Purchaser

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

**WARNING**

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

To do so, send a notice to Three Point Capital Corp. 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 email or deliver it in person to Three Point Capital Corp. at its business address. Keep a copy of the notice for your records.

Three Point Capital Corp.  
210 - 1980 Cooper Road, Kelowna,  
British Columbia V1Y 8K5  
Phone: 250-979-2911  
Email: [investing@threepointcapital.ca](mailto:investing@threepointcapital.ca)

## **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.

### **You will not receive advice [*Instruction: Delete if sold by registrant*]**

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or registered dealer. In Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

### **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.

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);

Alberta,

contact the Alberta Securities Commission at (403) 297-6454 or visit its website at [www.albertasecurities.com](http://www.albertasecurities.com);

Saskatchewan,

contact the Saskatchewan Financial Services Commission at (306) 787-5879 or visit its website at [www.sfsc.gov.sk.ca](http://www.sfsc.gov.sk.ca);

Manitoba,

contact the Manitoba Securities Commission at (204) 945-2548 or visit its website at [www.msc.gov.mb.ca](http://www.msc.gov.mb.ca);

Ontario,

Contact the Ontario Securities Commission at (416) 593-8314 or visit its website at [www.osc.gov.on.ca](http://www.osc.gov.on.ca).

***The Investor must sign 2 copies of this form. The Investor and the Company must each receive a signed copy.***

**Exhibit 3 – All Investors**

**EXHIBIT 3  
RISK ACKNOWLEDGEMENT  
(Form BCI 32-517)**

**Exemption from Dealer Registration Requirement for Trades in Securities of Mortgage Investment Entities**

Name of Issuer: **THREE POINT CAPITAL CORP.**

Name of Seller: **THREE POINT CAPITAL CORP.**

I acknowledge that:

- the person selling me these securities is not registered with a securities regulatory authority and is prohibited from telling me that this investment is suitable for me;
- the person selling me these securities does not act for me;
- this is a risky investment and I could lose all my money; and
- I am investing entirely at my own risk.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of any Joint Purchaser

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

\_\_\_\_\_  
Print name of and Joint Purchaser

\_\_\_\_\_  
Name of salesperson acting on behalf of seller

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

National Instrument 45-106 Prospectus Exemptions may require you to sign an additional risk acknowledgement form.

If you want advice about the merits of this investment and whether these securities are a suitable investment for you, contact a registered adviser or dealer.



**Exhibit 4 – To be completed by Investors who wish to opt out of the Company’s dividend reinvestment program**

**EXHIBIT 4  
DIVIDEND REINVESTMENT PROGRAM**

**TO: THREE POINT CAPITAL CORP.**

In connection with the purchase of Class A common shares of the Company, the undersigned investor (the “**Investor**”) hereby represents and certifies to the Company that the Investor wishes to opt out of the Company’s dividend reinvestment program and instead receive cash dividends via direct deposit.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print name of Investor

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

\_\_\_\_\_  
Print name of Signatory (if different from Investor)

\_\_\_\_\_  
Title

***Please provide a void cheque or appropriate banking details to receive cash dividends by way of direct deposit.***

Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Transit No: \_\_\_\_\_

Institution No: \_\_\_\_\_

Account No: \_\_\_\_\_

**How to find your banking information on a personal cheque:**

