

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).

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

<p>If the Investor is signing as agent for a principal, complete the following to ensure that the applicable Exhibits are completed in respect of such principal ("Disclosed Beneficial Purchaser")</p> <p>_____</p> <p>(Name of Principal)</p> <p>_____</p> <p>(Principal's Address including postal code)</p> <p>_____</p> <p>(Principal's Telephone Number)</p> <p>_____</p> <p>(Principal's E-Mail Address)</p>
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<p><u>Register the Shares as set forth below (if different than above):</u></p> <p>_____</p> <p>(Name)</p> <p>_____</p> <p>(Account reference, if applicable)</p> <p>_____</p> <p>(Address)</p> <p>_____</p> <p>(Address)</p>
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<p><u>Deliver the Shares as set forth below (if different than registration address):</u></p> <p>_____</p> <p>(Name)</p> <p>_____</p> <p>(Account reference, if applicable)</p> <p>_____</p> <p>(Contact Name)</p> <p>_____</p> <p>(Address)</p>

<p><u>MUST BE COMPLETED (Please check the applicable ones)</u></p> <p>The Investor ____ is or ____ is not a registrant (as defined herein). If you selected "is" for either category, then please stated the number of</p> <p>The Investor ____ is or ____ is not an insider (as defined herein). Shares held prior to the Offering _____</p>
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ACCEPTANCE: The Company hereby accepts this Subscription Agreement, subject to the terms and conditions contained herein.

DATED this ____ day of _____, 20____

THREE POINT CAPITAL CORP.

Per: _____

<p>Subscription No:</p>

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.

Offering Memorandum Exemption Exhibits

- (a) **Exhibit 1 and 2** - To be completed by all Investors.
- (b) **Exhibit 3** - To be completed by all Investors whose acquisition cost exceeds \$10,000.
 - (i) *Note: Investors using the relationship of “close business associate” or “close personal friend” (or any of the other relationships referred to in subsection (g) of Exhibit 3) to establish that they are “eligible investors” must also complete **Exhibit 7**, AND if the Investor is resident in Saskatchewan, then they must also complete **Exhibit 8**, AND if the Investor is resident in Ontario, then they must also complete **Exhibit 9**.*
 - (ii) *Note: Investors using the status of “accredited investor” to establish that they are “eligible investors” must also complete **Exhibit 5**, and if the Investor is an individual, then they must also complete **Exhibit 6** unless relying on category (j.1) of **Appendix A to Exhibit 5**.*
 - (iii) *Note: If the Investor is subscribing for securities as an “eligible investor” or “accredited investor” then the person meeting with or providing information to the Investor must complete **Exhibit 10** in respect of such Investor.*
- (c) **Exhibit 4** - All Investors in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan who are individuals must complete Part 1 and Part 2 of **Exhibit 4** and meet the investment limits therein.

*Note: If the Investor is relying on advice from a portfolio manager, investment dealer or exempt market dealer (each a “registrant”) in order to increase the Investor’s investment limit to \$100,000 in a 12-month period, then the dealing representative or advising representative of such registrant that provided such advice must complete section 2 of Part 1 of **Exhibit 4**.*

Accredited Investor Exhibits

- (d) **Exhibit 5** – To be completed by all Investors using the status of “accredited investor” to establish that they are an “eligible investor”.
- (e) **Exhibit 6** – To be completed by all Investors who are individuals and using the status of “accredited investor” to establish that they are an “eligible investor” (unless investing under category J.1 of “accredited investor” in which case **Exhibit 6** is not required).

Family, Friends and Business Associates Exhibits

- (f) **Exhibit 7** - To be completed by all Investors using the relationship of “close business associate” or “close personal friend” (or any of the other relationships referred to in subsection (g) of Exhibit 3) to establish that they are “eligible investors”, AND if the Investor is a “close personal friend” or “close business associate” then the Questionnaire in **Exhibit 7** must be completed.
- (g) **Exhibit 8** – All investors resident in Saskatchewan that are required to complete Exhibit 7 must also complete Exhibit 8.
- (h) **Exhibit 9** – All investors resident in Ontario that are required to complete Exhibit 7 must also complete Exhibit 9.

Note: Exhibit 9 must be signed by the Investor and the director, executive officer, control person or founder with whom the Investor has a close personal relationship indicated under sections 3B, C or D of Exhibit 9.

Salesperson Exhibit – Must be completed for all Accredited Investors and Eligible Investors

- (i) **Exhibit 10** - If the Investor is subscribing for securities as an “eligible investor” or “accredited investor” then the person meeting with or providing information to the Investor must complete Exhibit 10 in respect of such investor.

Dividend Reinvestment Program Exhibit

- (j) **Exhibit 11** - 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 11, 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) “**Offering Memorandum**” means the Company’s confidential offering memorandum dated April 23, 2019, as updated, amended and or restated from time to time prior to the date of this Agreement;
 - (g) “**registrant**” means a person registered or required to be registered pursuant to the securities laws applicable to such person; and
 - (h) “**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 Disclosed Beneficial Purchaser) 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 a province or territory of Canada, other than British Columbia, Newfoundland and Labrador and Quebec, and:

- (i) it has received, reviewed and understands the Company’s confidential Offering Memorandum, the Investor has completed and signed **Exhibit 1** in respect of acknowledging receipt of the Offering Memorandum, and the Investor has reviewed and understands 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 the Risk Acknowledgement form attached as **Exhibit 2**; and

- (iii) Either:

- (A) the acquisition cost to the Investor does not exceed \$10,000; or

- (B) the Investor is an “eligible investor” as such term is defined in National Instrument 45-106 - *Prospectus Exemptions* (“**NI45-106**”) and the Investor was not created or used solely to purchase or hold securities as an “eligible investor”, and the Investor has concurrently executed and delivered a Representation Letter in the form attached as **Exhibit 3** hereto and has initialed in **Appendix “A”** thereto indicating that the Investor satisfies one of the categories of “eligible investor” set forth in such definition; and

- (iv) if the Investor is an individual and a resident in the Province of Alberta, New Brunswick, Nova Scotia, Saskatchewan or Ontario, the Investor has concurrently completed, executed and delivered **Exhibit 4** and meets the investment limit described in **Exhibit 4**; and
 - (v) if, pursuant to subsection 3(a)(iii)(B), above, the Investor has indicated in Exhibit 3 that they are:
 - (A) an “accredited investor”, as such term is defined in NI 45-106 or section 73.3 of the Securities Act (Ontario), the Investor was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in NI 45-106, and it has concurrently executed and delivered a Representation Letter in the form attached as **Exhibit 5** hereto and has initialled in **Appendix “A”** thereto indicating that the Investor satisfies one of the categories of “accredited investor” set forth in such definition and, if the Investor is an individual (unless investing under category J.1 of “accredited investor” set forth in Appendix “A” to **Exhibit 5**), has completed **Exhibit 6** hereto; or
 - (B) a “close business associate” or “close personal friend”, or the Investor has otherwise selected subsection (g) of Exhibit 3, the Investor is a resident of or otherwise subject to all applicable securities laws of a province or territory of Canada and it meets and has initialled one or more of the categories on **Exhibit 7** (including completing the Questionnaire therein); and if the Investor is resident in Saskatchewan or otherwise subject to the applicable securities laws of Saskatchewan, then the Investor has completed and executed **Exhibit 8** hereto; and if the Investor is resident in Ontario or otherwise subject to applicable securities laws of Ontario, then the Investor has completed and executed **Exhibit 9**, which has also been completed and executed by the other persons specified therein; and
- (b) **No Undisclosed Beneficiaries and Jurisdiction:**
- (i) unless it is purchasing pursuant to subparagraph 3(e) 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) it 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 understands, acknowledges and confirms 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, 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 and incorporated by reference therein, 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) 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) 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) 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 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 the Disclosed Beneficial Purchaser, and such Disclosed Beneficial Purchaser is purchasing the Shares as 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) 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) 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:** it 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:** it will not 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 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 (for itself and, if applicable, for any Disclosed Beneficial Purchaser) 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, any 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 regulators and 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 regulator or 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 regulators and 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; and, if applicable, any Disclosed Beneficial Purchaser,
 - (b) whether the Investor and, if applicable, any Disclosed Beneficial Purchaser; 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. The Investor 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. The Investor authorizes 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 8, 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. Unless otherwise expressly provided, or the context otherwise requires, for purposes of this Agreement, words importing singular number only shall include the plural and vice versa and words importing gender shall include all other genders.
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 April 23, 2019.

Dated: _____

Print name of Investor

By: Signature

Print name of Signatory (if different from Investor)

Title

Exhibit 2 – All Investors

**EXHIBIT 2
RISK ACKNOWLEDGEMENT**

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.
- 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 Three Point Capital Corp. will pay up to 5% of this amount to _____ 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

Print name of 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 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 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
Fax: 250-762-3297
Email: 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.

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

Saskatchewan: contact the Saskatchewan Financial Services Commission at (306) 787-5879 or visit its website at 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;

Ontario: contact the Ontario Securities Commission at (416) 593-8314 or visit its website at www.osc.gov.on.ca.

New Brunswick: contact the Financial and Consumer Services Commission at (506) 658-3060 or visit its website at www.fcnb.ca

Northwest Territories: contact the Office of the Superintendent of Securities Department of Justice at (867) 767-9305 or visit its website at www.justice.gov.nt.ca/en/divisions/legal-registries-division/securities-office/

Nova Scotia: contact the Nova Scotia Securities Commission at (902) 424-7768 or visit its website at nssc.novascotia.ca/

Nunavut: contact the Nunavut Securities Office at (867) 975-6590 or visit its website at nunavutlegalregistries.ca/sr_index_en.shtml

Prince Edward Island: contact The Office of the Superintendent Securities at (902) 368-4569 or visit its website at www.gov.pe.ca/securities

Yukon: contact the Office of the Yukon Superintendent of Securities at (867) 667-5466 or visit its website at www.community.gov.yk.ca/corp/securities_about.html

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

Exhibit 3 - All Investors who are purchasing more than \$10,000

**EXHIBIT 3
REPRESENTATION LETTER
(FOR ELIGIBLE INVESTORS)**

TO: Three Point Capital Corp. (the “Company”)

In connection with the purchase of Class A common shares of the Company (the “**Shares**”), the undersigned subscriber (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:

1. The Investor is purchasing the Shares as principal for its own account or complies with the provisions of paragraph 3(e) of the Subscription Agreement;
2. The Investor is and will be at the Closing Time (as defined in the Subscription Agreement) an “eligible investor” within the meaning of National Instrument 45-106 - *Prospectus Exemptions* (“**NI 45-106**”) by virtue of satisfying the indicated criterion as set out in **Appendix “A”** to this Representation Letter.
3. The Investor fully understands the meaning of the terms and conditions of the category of “eligible investor” applicable to it and confirms that it has reviewed and understands the definitions in **Appendix “A”** to this Representation Letter in respect of the category of “eligible investor” applicable to it and it has reviewed and understands the definition of “net assets”, if applicable, contained in **Appendix “A”** hereto;
4. If a resident of Alberta, Saskatchewan or Ontario and is an individual, the Investor has also completed and initialled **Exhibit 4**, and Exhibit 4 shall be incorporated into and form part of the Subscription Agreement and the Company and its counsel shall be entitled to rely thereon.
5. The Investor was not created or used solely to purchase or hold securities as an eligible investor; and
6. Upon execution of this **Exhibit 3** by the Investor, this **Exhibit 3** shall be incorporated into and form a part of the Subscription Agreement and the Company and its counsel shall be entitled to rely thereon.

Dated: _____

Print name of Investor

Per: _____
Signature

Print name of Signatory (if different from Investor)

Title

**IMPORTANT: PLEASE INITIAL THE APPLICABLE PROVISION IN
APPENDIX “A” ON THE NEXT PAGES**

Exhibit 3 - All Investors who are purchasing more than \$10,000

**APPENDIX "A" TO EXHIBIT 3
CATEGORIES OF ELIGIBLE INVESTOR**

NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW.

In connection with the purchase of Shares by the Investor, the Investor (or the signatory on behalf of the Investor) certifies for the benefit of the Company that the Investor is an "eligible investor" within the meaning of National Instrument 45-106 – *Prospectus Exemptions* in the category indicated below:

- _____ (a) a person whose
 - _____ (i) net assets, alone or with a spouse, in the case of an individual, exceed \$400,000,
 - _____ (ii) net income before taxes exceeded \$75,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or
 - _____ (iii) net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year,
- _____ (b) a person of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors,
- _____ (c) a general partnership of which all of the partners are eligible investors,
- _____ (d) a limited partnership of which the majority of the general partners are eligible investors,
- _____ (e) a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are eligible investors,

Note: If you initialed (b), (c), (d) or (e), then indicate the name and category of eligible investor (by reference to the applicable letter above) as follows (attach additional pages if required):

- (b) list all owners of voting securities (and % owned) and directors*
- (c) list all partners*
- (d) list all general partners*
- (e) list all beneficiaries and trustees and executors*

Name and Title	% of Securities	Category of Eligible Investor

Exhibit 3 - All Investors who are purchasing more than \$10,000

_____ (f) an accredited investor,

*Note: If you initialed (f), then **Exhibit 5** and, if the Investors is an individual, **Exhibit 6** must be completed (and the Salesperson must complete **Exhibit 10**)*

_____ (g) a person described in **Exhibit 7** (family, friends and business associates); or

*Note: If you initialed (g), then **Exhibit 7** must be completed and Saskatchewan Investors relying on a “close personal friend” or “close business associate” relationship must complete **Exhibit 8** and all Ontario Investors must complete **Exhibit 9**.*

_____ (h) in Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon, a person that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser.

Note: If you initialed (h), then state the name, title and firm of the eligibility adviser.

Name	Title	Firm
------	-------	------

For the purposes hereof:

(i) “**eligibility adviser**” means

(i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and

(ii) in 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 officer, 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;

(j) “**net assets**” means the Investor’s total assets minus all of the Investor’s total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of an Investor’s personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Investor’s personal residence;

(k) “**person**” includes

(i) an individual,

(ii) a corporation,

(iii) a partnership, trust, fund and an association, syndicate, organization or other organized groups 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;

(l) “**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,

Exhibit 3 - All Investors who are purchasing more than \$10,000

- (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 (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (m) “**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

All monetary references to \$ mean Canadian dollars.

Exhibit 4 All Investors resident in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan who are individuals

EXHIBIT 4

Complete and sign one copy of this form for each Investor resident in Alberta, Saskatchewan or Ontario or such co-Investors subscribing under the offering memorandum exemption who are individuals.

SCHEDULE 1 OF EXHIBIT 4

Classification of Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form (Exhibit 2 hereof) and Schedule 2 (which follows) by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 Prospectus Exemptions (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption

Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.

A. You are an eligible investor because:		Your initials
Eligible Investor	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

B. You are an eligible investor, as a person described in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the <i>Securities Act</i> (Ontario), because:		Your initials
Accredited Investor	Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in this calendar year. (You can find your net income before taxes on your personal income tax return.)	
	Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
	Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
	Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

Exhibit 4 All Investors resident in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan who are individuals

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:		Your initials
Family, Friends and Business Associates	<p>You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	
	<p>You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	
	<p>You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
	<p>You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>	
D. You are not an eligible investor.		Your initials
Not an Eligible Investor	You acknowledge that you are not an eligible investor.	

Exhibit 4 All Investors resident in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan who are individuals

**SCHEDULE 2 TO EXHIBIT 4
Investment Limits for Investors Under the Offering Memorandum Exemption**

Instructions: This schedule must be completed together with the Risk Acknowledgement Form (Exhibit 2 hereof) and Schedule 1 (which precedes) by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 Prospectus Exemptions (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Québec and Saskatchewan.

SECTION 1 TO BE COMPLETED BY THE PURCHASER
1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption
You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.

A. You are an eligible investor.		Your initials
Eligible Investor	As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable. Initial one of the following statements:	
	You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.	
	You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.	
	You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000 .	

B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 7.3(3) of the Securities Act (Ontario).		Your initials
Accredited Investor	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [Accredited investor], you are not subject to investment limits.	

Exhibit 4 All Investors resident in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan who are individuals

C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106.		Your initials
Family, Friends and Business Associates	You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [Family, friends and business associates], you are not subject to investment limits.	

D. You are not an eligible investor.		Your initials
Not an Eligible Investor	<p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
2. Registrant information	
<i>[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]</i>	
First and last name of registrant (please print):	
Registered as: <i>[Instruction: indicate whether registered as a dealing representative or advising representative]</i>	
Telephone:	Email:
Name of firm: <i>[Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]</i>	
Date:	

Exhibit 5 – All Accredited Investors

**EXHIBIT 5
REPRESENTATION LETTER
(FOR ACCREDITED INVESTORS)**

TO: Three Point Capital Corp. (the “Company”)

In connection with the purchase of Class A common shares of the Company (the “**Shares**”), the undersigned subscriber (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:

1. The Investor is purchasing the Shares as principal for its own account or complies with the provisions of paragraph 3(e) of the Subscription Agreement;
2. The Investor is and will be at the Closing Time (as defined in the Subscription Agreement) an “accredited investor” within the meaning of National Instrument 45-106 - *Prospectus Exemptions* (“**NI 45-106**”) or Section 73.3 of the *Securities Act* (Ontario) by virtue of satisfying the indicated criterion as set out in **Appendix “A”** to this Representation Letter;
3. The Investor fully understands the meaning of the terms and conditions of the category of “accredited investor” applicable to it and confirms that it has reviewed and understands the definitions in **Appendix “A”** to this Representation Letter in respect of the category of “accredited investor” applicable to it and, in particular, if the Investor is an “accredited investor” by virtue of satisfying paragraph (j), (j.1), (k) or (l) of **Appendix “A”** to this Representation Letter, it has reviewed and understands the definitions of “financial assets”, “related liabilities” and “net assets”, as applicable, contained in **Appendix “A”** hereto;
4. The Investor was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in NI 45-106 or Section 73.3 of the *Securities Act* (Ontario) (paragraph (m) of **Appendix “A”** hereto);
5. If the Investor is an “accredited investor” by virtue of satisfying paragraph (j), (k) or (l) of **Appendix “A”** to this Representation Letter, it acknowledges that it needs to complete **Exhibit 6** to the Subscription Agreement and upon execution of **Exhibit 6** by the Investor, **Exhibit 6** shall be incorporated into and form a part of the Subscription Agreement and the Company and its counsel shall be entitled to rely thereon; and
6. Upon execution of this **Exhibit 5** by the Investor, this **Exhibit 5** shall be incorporated into and form a part of the Subscription Agreement and the Company and its counsel shall be entitled to rely thereon.

Dated: _____

Print name of Investor

By: _____
Signature

Print name of Signatory (if different from Investor)

Title

**IMPORTANT: PLEASE INITIAL THE APPLICABLE PROVISION IN
APPENDIX “A” ON THE NEXT PAGES**

Exhibit 5 – All Accredited Investors

**APPENDIX “A” TO EXHIBIT 5
CATEGORIES OF ACCREDITED INVESTOR**

NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE CATEGORY OF "ACCREDITED INVESTOR".

PLEASE SEE THE DEFINITIONS FOR APPENDIX “A” SET OUT BELOW

- _____ (a) (i) except in Ontario, a Canadian financial institution, or Schedule III bank;
(ii) in Ontario, a financial institution described in section 73.1(1) of the Securities Act (Ontario) as described below;
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).
- _____ (c) a subsidiary of any person or company referred to in paragraphs (a) to (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.
- _____ (d) (i) except in Ontario, a person or company registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer;
(ii) in Ontario, a person or company registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer, except as otherwise prescribed by the regulations.
- _____ (e) Except in Ontario, an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d).
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador)
- _____ (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 Comite de gestion de la taxe scolaire de lile de Montreal or an intermunicipal management board in Quebec.
- _____ (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 financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000.
If you initialed this box you must complete Exhibit 6. See also the definition of “financial assets” below.
- _____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$5,000,000.

If you initialed this box you are NOT required complete Exhibit 6. See also the definition of “financial assets” below.

- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent years and who, in either case, reasonably expects to exceed that net income level in the current year.

If you initialed this box you must complete Exhibit 6.

(Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialed).

- _____ (l) An individual who, either alone or with a spouse, has net assets of at least \$5,000,000.

If you initialed this box you must complete Exhibit 6. See also the definition of “net assets” below.

- _____ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements.

- _____ (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 and 2.19 of National Instrument 45-106, or
(iii) a person described in paragraph (i) and (ii) that acquires securities under section 2.18 of National Instrument 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 Quebec, the securities regulatory authority, has issued a receipt.

- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, trading as a trustee or agent on behalf of a fully managed account.

- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction.

- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or other adviser registered to provide advice on the securities being traded.

- _____ (s) Except in Ontario, an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) through (d) and paragraph (i) in form and function; or

- _____ (t) a person in respect of which all of the owners of interests, direct or indirect, or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors.

If you initialed this box you must indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the owners of interests:

Name _____; Category: _____

Name: _____; Category: _____

Name: _____; Category: _____

Name: _____; Category: _____

_____ (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 Quebec, the regulatory as an accredited investor.

_____ (w) A trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

If you initialed this box you must indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the following:

Trustee's Name: _____; Category: _____

Trustee's Name: _____; Category: _____

Trustee's Name: _____; Category: _____

Trustee's Name: _____; Category: _____

DEFINITIONS FOR THE PURPOSES OF APPENDIX "A" OF EXHIBIT 5:

"affiliate" means an issuer connected with another issuer because

- (a) one of them is the subsidiary of the other; or
- (b) each of them is controlled by the same person;

"beneficial ownership" of securities by a person includes

- (a) for the purposes of Alberta securities law, when such securities are beneficially owned by
 - (i) an issuer controlled by that person or an affiliate of that issuer;
 - (ii) an affiliate of that person; or
 - (iii) through a trustee, legal representative, agent or other intermediary of that person;

"Canadian financial institution" means

- (a) 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
- (b) 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 in Canada;

"consultant" means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that

- (a) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution;

- (b) provides the services under a written contract with the issuer or a related entity of the issuer; and
- (c) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer

and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

"control" means a person (first person) is considered to control another person (second person) if:

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

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

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

"director" means

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

"eligibility adviser" means

- (a) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (b) in 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 officer, 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

- (a) a chair, vice-chair or president,

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

"financial assets" means

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

"financial institution" described in section 73.1(1) of the Securities Act (Ontario) means:

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

"foreign jurisdiction" means a country other than Canada or a political subdivision of a country other than Canada;

"founder" means, in respect of an issuer, a person who,

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

"individual" means a natural person, but does not include

- (a) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or a trust, or
- (b) a natural person in the person's capacity as trustee, executor, administrator or other legal representative;

"insider" means:

- (a) a director or an officer of an issuer;
- (b) a director or an officer of a person that is itself an insider or a subsidiary of an issuer;
- (c) a person that has:
 - (i) beneficial ownership of, or control or direction over, directly or indirectly; or
 - (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly,

securities of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person as underwriter in the course of distribution;

- (d) an issuer that has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security;
- (e) a person designated as an insider in an order made under applicable securities legislation; or
- (f) a person that is in a prescribed class of persons;

"investment fund" means a mutual fund or non-redeemable investment fund;

"jurisdiction" means a province or territory of Canada except when used in the term "foreign jurisdiction";

"local jurisdiction" means the jurisdiction in which the applicable securities regulatory authority is situate;

"mutual fund" includes

- (a) for the purposes of Alberta, Manitoba, Newfoundland and Labrador, Nova Scotia, Ontario, Québec, Prince Edward Island and Saskatchewan securities law, an issuer of securities that entitles the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer of the securities;

"net assets" means the Investor's total assets minus all of the Investor's total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of an Investor's personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the Investor's personal residence;

"non-redeemable investment fund" means an issuer,

- (a) whose primary purpose is to invest money provided by its securityholders,
- (b) that does not invest,
 - (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
- (c) that is not a mutual fund;

"person" includes

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

"promoter" means, if used in relation to an issuer, a person who:

- (a) acting alone or in concert with one or more other persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; or
- (b) in connection with the founding, organization or substantial reorganization of the business of the issuer, directly or indirectly receives, in consideration of services or property or both, 10% or more of a class of the issuer's own securities or 10% or more of the proceeds from the sale of a class of the issuer's own securities of a particular issue;
- (c) but does not include a person who:

- (i) receives securities or proceeds referred to in paragraph (b)
 - (A) solely as underwriting commissions, or
 - (B) in consideration for property, and
- (ii) does not otherwise take part in founding, organizing or substantially reorganizing the business;

"registrant" means a person registered or required to be registered under applicable securities legislation;

"regulator" means, for the local jurisdiction, the Executive Director, Director, Administrator or Regulator as defined under securities legislation of the local jurisdiction;

"related entity" means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;

"related liabilities" means:

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

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

"securities legislation" means

- (a) for Alberta, the *Securities Act* (Alberta) and the regulations and rules under such Act and the blanket rulings and orders issued by the Alberta Securities Commission;

"securities regulatory authority" means the Alberta Securities Commission;

"spouse" means an individual who,

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

"subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary; and

"voting security" means any security which:

- (a) is not a debt security; and
- (b) carries a voting right either under all circumstances or under some contingency that has occurred and is continuing.

All monetary references are in Canadian Dollars.

Note:

The following is an excerpt from the Companion Policy to National Instrument 45-106 which provides guidance as to the meaning of beneficial ownership of financial assets:

"Paragraph (j) of the "accredited investor" definition refers to an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000. As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual's spouse, or both, in any particular instance. However, financial assets held in a trust or in other types of investment vehicles for the benefit of an individual may raise questions as to whether the individual beneficially owns the financial assets in the circumstances. The following factors are indicative of beneficial ownership of financial assets:

- (a) *Physical or constructive possession of evidence of ownership of the financial asset;*
- (b) *Entitlement to receipt of any income generated by the financial asset;*
- (c) *Risk of loss of the value of the financial asset; and*
- (d) *The ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.*

For example, securities held in a self-directed RRSP, for the sole benefit of an individual are beneficially owned by that individual. In general, financial assets in a spousal RRSP would also be included for the purposes of the threshold test because paragraph (j) takes into account financial assets owned beneficially by a spouse. However, financial assets held in a group RRSP under which the individual would not have the ability to acquire the financial assets and deal with them directly would not meet these beneficial ownership requirements."

Exhibit 6 - All Individual Accredited Investors other than category j.1

**EXHIBIT 6
FORM 45-106F9
FORM FOR INDIVIDUAL ACCREDITED INVESTORS**

To be completed by individuals investing under categories (j), (k) or (l) of the definition of “accredited investor” in National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario), which are reproduced in Appendix “A” to Exhibit 5 as paragraphs (j), (k) or (l), as applicable. Note that individuals investing under category (j.1) of the definition of “accredited investor” in National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario) do not need to complete this form.

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: Class A common shares	Issuer: Three Point Capital Corp.
Purchased from: Three Point Capital Corp.	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk Acknowledgement <i>[Instruction: initial all boxes in Section 2]</i>	
This investment is risky. Initial that you understand that:	Your Initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status <i>[Instruction: initial one or more boxes that apply]</i>	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your Initials

<ul style="list-style-type: none"> Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information [<i>Instruction: To be completed by applicable salespersons before purchaser signs this form</i>]	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered): N/A	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. Salesperson information [<i>Instruction: To be completed by applicable salespersons before purchaser signs this form</i>]	
Attention: Fax No.: (Email:	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	

Form instructions:

- This form does not mandate the use of a specific font size or style but the font must be legible.*
- The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.*

9. *The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.*

Exhibit 7 - All Family, Friends and Business Associates

APPENDIX 7

In connection with the purchase of Class A common shares of the Company (the “**Shares**”) by the Investor, the Investor (or the signatory on behalf of the Investor) certifies for the benefit of the Company that the Investor is a person described in the category indicated below.

*Note: All Ontario Investors must also complete **Exhibit 9** and Saskatchewan Investors relying on “close personal friends” or “business associate” relationship must also complete **Exhibit 8**.*

- (a) _____ a director, executive officer or control person of the issuer, or of an affiliate of the issuer;
- (b) _____ a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the issuer, or of an affiliate of the Issuer;
- (c) _____ a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the issuer, or of an affiliate of the issuer;
- (d) _____ a close personal friend of a director, executive officer or control person of the issuer, or of an affiliate of the issuer;
- (e) _____ a close business associate of a director, executive officer or control person of the issuer; or of an affiliate of the issuer;
- (f) _____ a founder of the issuer or a spouse, parent, grandparent, brother, sister, child or grandchild, close personal friend or business associate of a founder of the issuer,
- (g) _____ a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the issuer
- (h) _____ a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g);
- (i) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in paragraphs (a) to (g).

*Note: For the purposes of **category (d) (and category (f), (h) and (i), if based in whole or in part on a close personal friendship)** above, a person is not a “close personal friend” solely because the individual is a relative or a member of the same organization, association or religious group or because the individual is a client, customer or former client or customer, nor is an individual a close personal friend as a result of being a close personal friend of a close personal friend of one of the listed individual above, rather the relation must be direct. A close personal friend is on who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness.*

*Further, for the purposes of **category (e) (and category (f), (h) and (i), if based in whole or in part on a close business association)** above, a person is not a “close business associate” if the person is a casual business associate or a person introduced or solicited for purposes of purchasing securities nor is the individual a close business associate solely because the individual is a client, customer, former client or customer, nor is the individual a close business associate if they are a close business associate of a close business associate of one of the listed individuals above, rather the relation must be direct. A close business associate is an individual who had sufficient prior dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness.*

See also the Definitions following the Questionnaire below.

Exhibit 7 - All Family, Friends and Business Associates

Questionnaire

To be completed by Investors to whom categories (e) or (f) applies or by Investors who are relying on a "close personal friend" or "close business associate" relationship.

Name of director, executive officer, control person or founder of whom the Investor is a close personal friend or close business associate.

Length of relationship

Details of relationship or prior business dealings

The undersigned understands that the Company is relying on this information in determining to sell securities to the undersigned in a manner exempt from registration and prospectus requirements of the applicable securities policies.

DATED: _____, 20____

Print name of Investor

By: _____
Signature

Print name of signatory (if different than Investor)

Title

Exhibit 7 - All Family, Friends and Business Associates

Definitions

The following definitions are for the purposes of Exhibit 7:

- (a) "affiliate" a corporation is an affiliate of another issuer if:
 - (i) one of them is a subsidiary of the other, or
 - (ii) each of them is controlled by the same person.
- (b) "close business associate" means an individual who has had sufficient prior dealings with the director, executive officer, founder or control person to be in a position to assess their capabilities and trustworthiness. A person is not a "close business associate" if the person is a casual business associate or a person introduced or solicited for purposes of purchasing securities nor is the individual a close business associate solely because the individual is a client, customer, former client or customer, nor is the individual a close business associate if they are a close business associate of a close business associate of one of the listed individuals above, rather the relationship must be direct;
- (c) "close personal friend" means a person who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness. A person is not a "close personal friend" solely because the individual is a relative or a member of the same organization, association or religious group or because the individual is a client, customer or former client or customer, nor is an individual a close personal friend as a result of being a close personal friend of a close personal friend of one of the listed individuals above, rather the relationship must be direct;
- (d) "control" means a person (first person) is considered to control another (second person) if:
 - (i) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
 - (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interest of the partnership, or
 - (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.
- (e) "control person" has the same meaning as in the securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario and Prince Edward Island 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;
- (f) "director" means:
 - (i) a member of the board of directors of a company or an individual who performs similar functions for a company; and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (g) "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 production; or
 - (iii) performing a policy making function in respect of the issuer;
- (h) "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;
- (i) "officer" means:
 - (i) a chair or vice-chair of the board of directors, a chief executive officer, chief operating officer, chief financial officer, president, vice-president, secretary, assistant secretary, treasurer, assistant treasurer and general manager;
 - (ii) an individual who is designated as an officer under a bylaw or similar authority of the issuer or registrant; and
 - (iii) an individual who performs functions for a person or company similar to those normally performed by an individual referred to in subclause (i) or (ii);
- (j) "person" includes:
 - (i) an individual;
 - (ii) a corporation;
 - (iii) a partnership, corporation, 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, corporation or personal or other legal representative;
- (k) "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);
- (l) "subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

All monetary references are in Canadian Dollars.

Exhibit 8 - All Saskatchewan Investors that are “close personal friends” or “close business associates”.

**EXHIBIT 8
RISK ACKNOWLEDGEMENT
SASKATCHEWAN CLOSE PERSONAL FRIENDS AND CLOSE BUSINESS ASSOCIATES**

The undersigned (the “Investor”), a resident of Saskatchewan, hereby represents and warrants, as an integral part of the attached subscription agreement, that he, she or it in all respects acknowledges and understands the following.

FORM 45-106F5

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.
- 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 do not have a 2-day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2-day right to cancel my purchase of these securities if I receive an amended offering document.

I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future.

I am a **close** personal friend or close business associate of _____ [state name], who is a _____ [state title - founder, director, executive officer or control person] of Three Point Capital Corp.

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

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.

W A R N I N G

Exhibit 8 - All Saskatchewan Investors that are “close personal friends” or “close business associates”.

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 may not receive any written information about the issuer or its business

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

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

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

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. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

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. There may be no market for these securities. You may never be able to sell these securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

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

Exhibit 9 - All Ontario Investors relying on the family, friends and business associates exemption

EXHIBIT 9

Form 45-106F12

Risk Acknowledgement Form for Family, Friend and Business Associate Investors

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

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Class A Common Shares	Issuer: Three Point Capital Corp.
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement <i>[Instruction: initial all boxes in Section 2]</i>	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.	
3. Family, friend or business associate status	
You must meet one of the following criteria to be able to make this investment. Initial the statement that applies to you:	Your initials
<p>A) You are:</p> <p>1) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p>OR</p> <p>2) <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p>	

<p>B) You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____ .</p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>	
<p>C) You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____ .</p> <p>You have known that person for _____ years.</p>	
<p>D) You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____ .</p> <p>You have known that person for _____ years.</p>	
4. Your name and signature	
<p>By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.</p>	
<p>First and last name (please print):</p>	
<p>Signature:</p>	<p>Date:</p>
SECTIONS 5 TO BE COMPLETED BY PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP, IF APPLICABLE	
5. Contact person at the issuer or an affiliate of the issuer	
<p><i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]</i></p> <p>By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i></p> <p><input type="checkbox"/> family relationship as set out in section 3B of this form</p> <p><input type="checkbox"/> close personal friendship as set out in section 3C of this form</p> <p><input type="checkbox"/> close business associate relationship as set out in section 3D of this form</p>	
<p>First and last name of contact person (please print):</p>	
<p>Position with the issuer or affiliate of the issuer (director, executive officer, control person or founder):</p>	

Telephone:	Email:
Signature:	Date:
SECTIONS 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
<p>Three Point Capital Corp. 210 - 1980 Cooper Road, Kelowna, British Columbia V1Y 8K5 Phone: 250-979-2911 Fax: 250-762-3297 Email: investing@threepointcapital.ca</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	
Signature of executive officer of the issuer (other than the purchaser):	Date:

Form instructions:

1. *This form does not mandate the use of a specific font size or style but the font must be legible.*
2. *The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form .*
3. *The purchaser, an executive officer who is not the purchaser and, if applicable, the person who claims the close personal relationship to the purchaser must sign this form. Each of the purchaser, contact person at the issuer and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.*
4. *The detailed relationships required to purchase securities under this exemption are set out in section 2.5 of National Instrument 45-106 Prospectus Exemptions. For guidance on the meaning of “close personal friend” and “close business associate”, please refer to sections 2.7 and 2.8, respectively, of Companion Policy 45-106CP Prospectus Exemptions.*

Exhibit 10 – To be completed by the salesperson for all eligible investors and accredited investors

**EXHIBIT 10
ACCREDITED / ELIGIBLE INVESTOR SUPPORTING CHECKLIST**

To be completed by the person meeting with or providing information to the Investor (the “Salesperson”) that is subscribing for securities as an “accredited investor” or “eligible investor”. The issuer is required to keep a copy of this form and any supporting documentation (if any was received) for 8 years after the distribution.

1. Investor Information	
Name of Investor:	Issuer: Three Point Capital Corp.
Name of Representative of Investor (if not an individual):	Security: Class A Common Shares
2. Salesperson Information	
Print first and last name of Salesperson:	
Date:	
3. Support for Accredited Investor/Eligible Investor Status	
(a) Describe how the investor was identified or located:	
(b) How long have you known the Investor?	
(c) Describe the details of your relationship with the Investor or prior business dealings:	
(d) Indicate the category or categories of “accredited investor” or “eligible investor” that the Investor has certified that apply to the Investor in the Investor’s subscription agreement in the box on the right. <i>Note: If the category of “accredited investor” is based on a financial threshold, then you must ask the investor whether the investor has “net income before taxes”, “net assets” or “financial assets” (as applicable) that exceed the applicable threshold and you must explain that:</i> <i>“financial assets” are cash and securities, after subtracting any debt related to the cash and securities.</i> <i>“net assets” are total assets (including real estate) minus the investor’s total debt; and</i> <i>“net income before taxes” is available on the investor’s tax returns.</i>	<p>Investor Category</p> <p>_____</p> <p>Note: indicate the paragraphs indicated on Appendix A to Exhibit 3 or Appendix A to Exhibit 5, as applicable.</p>
(e) Did the Investor appear to understand the category or categories of “accredited investor” or “eligible investor” that the investor certified that apply to the investor, including, if applicable, the definition of “net income”, “financial assets” or “net assets”? <i>Note: You must ask the investor questions regarding the investor’s net income before taxes, net assets and/or financial assets (as applicable) to determine that the investor meets or exceeds the financial threshold in the applicable category of accredited investor or eligible investor.</i>	<p>Yes No</p> <p>_____ _____</p> <p>If “No”, then complete section (f).</p>
(f) Do the Investor’s initial responses to the questions asked in part (e) seem reasonable, including whether the Investor meets the category of “accredited investor” or “eligible investor” that the investor certified on the subscription agreement? <i>Note: If “no” you must make further inquiries regarding the investor’s financial circumstances and if the response to this part (f) remains “no” then you must complete part (g) to proceed with the subscription.</i>	<p>Yes No</p> <p>_____ _____</p> <p>If “No”, then complete section (g).</p>
(g) If the response to the question in part (f) is “no”, then you must ask the Investor to show you supporting documentation to support the Investor’s status as an “accredited investor” or “eligible investor” and you must describe the supporting documentation below:	

Exhibit 11 – To be completed by Investors who wish to opt out of the Company’s dividend reinvestment program

**EXHIBIT 11
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:

