

TRI CITY GROUP MONTHLY INCOME MORTGAGE TRUST

SUBSCRIPTION AGREEMENT

AND

POWER OF ATTORNEY

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TRI CITY GROUP MONTHLY INCOME MORTGAGE TRUST
SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES ARE SUBJECT TO A HOLD PERIOD IN ALL OF THE PROVINCES OF CANADA AND MAY NOT BE TRADED IN ANY OF THE PROVINCES OF CANADA EXCEPT AS PERMITTED BY APPLICABLE SECURITIES LEGISLATION.

TO: Tri City Fund Management Ltd. (the “**Manager**”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase that number and series of units (the “**Units**”) in Tri City Group Monthly Income Mortgage Trust (the “**Trust**”) shown in Basic Terms Section (b) below, having an acquisition cost of \$1,000 per Unit, for the Purchase Price shown in Basic Terms Section (c) , which is tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth herein, including those set out in Appendix I.

All dollar amounts stated in this Subscription Agreement, unless otherwise stated, are expressed in Canadian dollars.

Basic Terms

The following information is applicable to this Subscription Agreement:

Subscriber #: T2-	
(a) Subscriber	
(i) Name:	
(ii) Address:	
(iii) Cell Phone No.:	Home Phone No.:
(iv) E-mail Address:	
(v) Social Insurance Number (SIN):	
(vi) Business Number (BN):	
(b) Series:	No. of Units:
(c) Purchase Price: <i>(No. of Units x \$1,000):</i>	
(d) For the purposes of Section 3.1, the Subscriber elects that payment of distributions will be:	
(i) paid in cash (tick box)	<input type="checkbox"/>
(ii) reinvested and paid in Units (tick box)	<input type="checkbox"/>
(e) Register Units in Name Other than Subscriber:	
(i) Name:	
(ii) Address:	
(iii) Account Reference # <i>(if applicable):</i>	

(f) The Subscriber is either [**check appropriate box**]:

Y N

- an “insider” of the Issuer as defined in the *Securities Act* (British Columbia) (see below); or
 not an “insider” of the Issuer as defined in the *Securities Act* (British Columbia).

Note:

The definition of “insider” includes 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.

(g) The Subscriber is either [**check appropriate box**]:

Y N

- registered or required to be registered pursuant to National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*; or
 not registered or required to be registered pursuant to National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

(h) For the purposes of section 8.1, if you are not subscribing pursuant to the Offering Memorandum Exemption described in Section 6.1(d), 6.1(e) and 6.1(f) hereof, the Subscriber is:

(i)	a director, officer, employee or control person of the Trust;	<input type="checkbox"/>
(ii)	a spouse, parent, grandparent, brother, sister or child of a director, senior officer or control person of the Trust;	<input type="checkbox"/>
(iii)	a parent, grandparent, brother, sister or child of the spouse of a director, senior officer or control person of the Trust;	<input type="checkbox"/>
(iv)	a close personal friend of a director, senior officer or control person of the Trust;	<input type="checkbox"/>
(v)	a close business associate of a director, senior officer or control person of the Trust;	<input type="checkbox"/>
(vi)	an “accredited investor” as defined by National Instrument 45-106 (“ NI 45-106 ”);	<input type="checkbox"/>
(vii)	a person (corporation or partnership) of which the majority of the voting securities are beneficially owned by, or a majority of the directors of which are, persons described in paragraphs (i) to (vi);	<input type="checkbox"/>
(viii)	a trust or estate of which all of the beneficiaries or the majority of the trustees or executors are persons described in paragraphs (i) to (vi);	<input type="checkbox"/>
(ix)	not an individual and is subscribing for Units which have a Purchase Price of not less than CDN \$150,000.	<input type="checkbox"/>
(i) For the purposes of items (h)(ii), (h)(iii), (h)(iv) or (h)(v) the director, senior officer, or control person of the Manager with whom the undersigned has the relationship is:		_____

Additional Terms and Conditions

The terms and conditions of Appendix I to this Subscription Agreement shall apply to the Subscriber’s subscription for the Units and are hereby incorporated into this Subscription Agreement.

IN WITNESS WHEREOF the Subscriber has duly executed this Subscription Agreement on the ____ day of _____, 20 ____.

(Signature of Subscriber and, if Subscriber is a Corporation, Office)

ACCEPTANCE

The above-mentioned Subscription Agreement in respect of the Units is hereby accepted by Tri City Fund Management Ltd., as Manager of Tri City Group Monthly Income Mortgage Trust.

DATED at _____, the _____ day of _____, 20____.

Tri City Fund Management Ltd.

Per: _____ President

For Ontario Residents

TRI CITY GROUP MONTHLY INCOME MORTGAGE TRUST

ADDENDUM TO SUBSCRIPTION AGREEMENT
FOR ONTARIO SUBSCRIBERS

To: Tri City Fund Management Ltd. (the “**Manager**”)

WHEREAS the undersigned (the “**Subscriber**”) has subscribed for and agreed to purchase that number of units (the “**Units**”) in **Tri City Group Monthly Income Mortgage Trust** (the “**Trust**”) shown in section (b) of the Basic Terms of the Subscription Agreement between the Subscriber and the Trust dated the ____ day of _____, 20____ (the “**Subscription Agreement**”);

AND WHEREAS the Subscriber is (i) an “accredited investor” as defined in National Instrument 45-106 – *Prospectus Exemptions*, and (ii) is resident in the Province of Ontario;

AND WHEREAS the Manager requires certain subscribers to complete the Risk Acknowledgement form enclosed herewith, such Risk Acknowledgement Form to form **Exhibit I to Schedule “C”** of the Subscription Agreement;

AND WHEREAS the Manager is required to advise the Subscriber of certain rights held thereby in respect of the subscription, such rights being enclosed herewith and forming **Schedule “E”** to the Subscription Agreement (and such rights shall further be deemed to be included in the Offering Memorandum described in the Subscription Agreement);

NOW THEREFORE the Subscriber hereby acknowledges and accepts this Addendum to Subscription Agreement for Ontario Subscribers on the ____ day of ____, 20 ____ and, if applicable, has duly completed the Risk Acknowledgement Form enclosed herewith.

 (Signature of Subscriber and, if Subscriber is a Corporation, Office)

APPENDIX I

1. **Subscription**

1.1 The Subscriber hereby irrevocably subscribes for and agrees to purchase that number of Units of the Trust shown in section (b) of the Basic Terms having an acquisition cost of \$1,000 per Unit, for the aggregate Purchase Price shown in section (c) of the Basic Terms, which is tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth in this Subscription Agreement. With respect to Series A-1, Series A-2, Series A-C, Series P-1 and Series P-2, the minimum subscription is 10 Units; for Series A-3 and Series P-3, the minimum subscription is 200 Units; and for Series A-IN and Series P-IN, the minimum subscription is 250 Units.

1.2 Subject to the terms hereof, the Subscription will be effective upon its acceptance by the Manager, for and on behalf of the Trust.

2. **Payment for Units**

2.1 The Purchase Price will be paid by the Subscriber to the Trust by way of certified cheque or bank draft drawn on a Canadian chartered bank, and made payable to “Tri City Group Monthly Income Mortgage Trust” and delivered to the Manager at 1000 - 850 West Hastings Street, Vancouver, BC V6C 1E1

3. **Dividend Reinvestment**

3.1 For the purposes of electing whether to receive distributions from the Trust in respect of the Subscriber’s investment in Units, the Subscriber has made the election set out in section (d) of the Basic Terms. The Subscriber confirms that the Manager and Trust may rely on such election and that the Subscriber may not amend such election until after the first anniversary of the issuance of Units to the Subscriber pursuant to this Subscription Agreement.

4. **Questionnaire, Undertaking and Direction**

4.1 The Subscriber shall complete, sign and return to the Manager along with the Purchase Price, any documents, questionnaires, notices and undertakings as may be required by the Manager, regulatory authorities, stock exchanges and applicable laws, including the following:

- (a) if the Subscriber is an Ontario resident, the Addendum to Subscription Agreement for Ontario Subscribers, found as Page 3;
- (b) each of the Risk Acknowledgment Forms attached hereto as Schedule A (including Exhibits 1 and 2 if the Subscriber is a resident of Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan) and Schedule B, respectively;
- (c) if the Subscriber is an “accredited investor”, the Accredited Investor Questionnaire attached as Schedule C hereto, and, if indicated in the category selected in Schedule C, the Risk Acknowledgement Form attached as Exhibit 1 to Schedule C (to be initialed);
- (d) if the Subscriber is an “eligible investor”, the Eligible Investor Questionnaire attached as Schedule D hereto;
- (e) if the Subscriber is an Ontario resident, the Rights of Rescission for Ontario Subscribers is attached as Schedule “E”, and
- (f) the Disclosure of Referral Arrangement, attached as Schedule “F”.

5. **Closings**

5.1 Closings of subscriptions for Units will occur from time to time on such days as are selected by the Manager for closings of subscriptions. The Manager will provide the subscribers with not less than one business days’ notice in writing of each subsequent closing date.

6. **Securities Act Exemption matters**

6.1 The Subscriber acknowledges and agrees that:

- (a) the Subscriber has received and read a copy of the Offering Memorandum of the Trust dated **May 1, 2018** in respect of the Trust's offering of Units for sale and has had the opportunity to ask questions of, and receive answers from, the officers of the Manager concerning the distribution of the Units and the business of the Trust, and to obtain such additional information as the Subscriber deems necessary in order to evaluate an investment in the Units, and the Trust has provided all information requested by the Subscriber;
- (b) the Subscriber is acquiring the Units pursuant to an exemption (the "Exemption") from the registration and prospectus requirements of the applicable securities laws and regulations (collectively, the "Legislation") in all jurisdictions relevant to this Subscription, and, as a consequence, the Subscriber will not be entitled to use most of the civil remedies available under the Legislation and the Subscriber will not receive information that would otherwise be required to be provided to the Subscriber pursuant to the Legislation;
- (c) if the Subscriber is not an individual and is purchasing sufficient Units so that the aggregate acquisition cost is not less than \$150,000, the Exemption is premised on the basis that: (i) the Subscriber is purchasing the Units as principal, and (ii) the Subscriber has not been created or used solely to purchase or hold the Units in reliance on the prospectus exemption contained in section 2.10 of NI 45-106;
- (d) if the Subscriber does not meet the requirements of section 6.1(c), the Exemption is premised on the basis that the Trust has delivered to the Subscriber an Offering Memorandum in Form 45-106F2 or that the Subscriber does not require the protection of the Legislation by virtue of: (i) the relationship that the Subscriber has with the Trust or more of the directors, senior officers and/or "control persons", as defined in the *Securities Act* (British Columbia) or similar legislation in the other Provinces of Canada, as applicable, of the Manager; or (ii) the Subscriber's status as an "accredited investor", as defined in NI 45-106;
- (e) if the Subscriber does not meet the requirements of section 6.1(c) or 6.1(d)(i) or (ii) and is resident in Manitoba, Northwest Territories, Nunavut, Prince Edward Island or Yukon, the Subscriber acknowledges and agrees that: (i) the Subscriber has not been created or used solely to purchase or hold the Units in reliance on the prospectus exemption contained in section 2.9(2) of NI 45-106, (ii) the Subscriber is an "eligible investor" as defined in NI 45-106, or (iii) is subscribing for not more than \$10,000 in Units, and the Subscriber acknowledges and agrees that the Trust shall not consider the Subscriber's subscription for acceptance unless the Subscriber provides to the Trust, along with an executed copy of this Subscription:
 - (i) if applicable, a fully completed and executed Eligible Investor Questionnaire in the form attached hereto as Schedule D; and
 - (ii) such other supporting documentation that the Trust or its legal counsel may request to establish the Subscriber's qualification as an Eligible Investor; and
- (f) if the Subscriber is an individual and does not meet the requirements of section 6.1(c) or 6.1(d)(i) or (ii) and is resident in Alberta, New Brunswick, Nova Scotia, Ontario or Saskatchewan, the Subscriber acknowledges and agrees that the Subscriber has not been created or used solely to purchase or hold the Units in reliance on the prospectus exemption contained in section 2.9(2.1) of NI 45-106, and that the Subscriber:
 - (i) is not an "eligible investor" as defined in NI 45-106, and is subscribing for not more than \$10,000 in Units;
 - (ii) is an "eligible investor" as defined in NI 45-106, and is subscribing for not more than \$30,000 in Units; or
 - (iii) is an "eligible investor" as defined in NI 45-106, has received advice from a portfolio manager, investment dealer or exempt market dealer that the subscription is suitable, and is subscribing for not more than \$100,000 in Units.

The Subscriber acknowledges and agrees that the Trust shall not consider the Subscriber's subscription for acceptance unless the Subscriber provides to the Trust, along with an executed copy of this Subscription:

- (i) if applicable, a fully completed and executed Eligible Investor Questionnaire in the form attached hereto as Schedule D; and
- (ii) such other supporting documentation that the Trust or its legal counsel may request to establish the Subscriber's qualification as an Eligible Investor; and

- (g) if the Subscriber is an “accredited investor” as defined in NI 45-106, the Subscriber acknowledges and agrees that the Trust shall not consider the Subscriber’s subscription for acceptance unless the Subscriber provides to the Trust, along with an executed copy of this Subscription:
- (i) a fully completed and executed Accredited Investor Questionnaire in the form attached hereto as Schedule C, and, if applicable, the Risk Acknowledgement, attached as Exhibit I to Schedule C; and
 - (ii) such other supporting documentation that the Trust or its legal counsel may request to establish the Subscriber’s qualification as an “accredited investor”.

7. Acknowledgements of Subscriber

7.1 The Subscriber acknowledges and agrees that:

- (a) there is no market for the Units and that no market for the Units may ever exist;
- (b) the Subscriber is aware that an investment in the Units is speculative and involves certain risks, including the possible loss of the investment;
- (c) the Subscriber understands and agrees that the Manager and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this Subscription Agreement and any questionnaire completed herewith, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Manager;
- (d) any transfer, resale or other subsequent disposition of the Units will be subject to restrictions set out in the Declaration of Trust for the Trust dated as of May 1, 2014 (as amended and restated as of November 15, 2014 and further amended by the First Supplement to the Declaration of Trust dated May 1, 2017 and the Second Supplement dated May 1, 2018) and may be subject to restrictions contained in the Legislation applicable to the holder of the Units or to the proposed transferee, including, but not limited to, resale restrictions under the Legislation, as applicable;
- (e) the Trust is not a reporting issuer in any province or territory of Canada and, accordingly, any applicable hold periods under the Legislation may never expire, and the Units may be subject to restrictions on resale for an indefinite period;
- (f) no person has made to the undersigned any written or oral representations:
 - (i) that any person will resell or repurchase the Units;
 - (ii) that any person will refund the Purchase Price for the Units other than as provided in this Subscription;
 - (iii) as to the future price or value of the Units; or
 - (iv) that the Units will be listed and posted for trading on a stock exchange, that application has been made to list and post the Units for trading on a stock exchange, or that application has been made to list and post the Units for trading on a stock exchange;
- (g) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;
- (h) by execution hereof the Subscriber has waived the need for the Manager to communicate its acceptance of the purchase of the Units pursuant to this Subscription Agreement;
- (i) the Subscriber will indemnify and hold harmless the Manager and the Trust and their respective directors, officers, employees, agents, advisors and securityholders from and against any and all loss, liability, claim, damage and expense whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein, any questionnaire or in any other document furnished by the Subscriber to the Manager in connection herewith, being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Manager in connection therewith;
- (j) the Subscriber has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of an investment in the Units and with respect to applicable resale restrictions and it is solely responsible (and the Manager is in no way responsible) for compliance with applicable resale restrictions;
- (k) there is no government or other insurance covering any of the Units; and

- (l) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Manager for and on behalf of the Trust, and the Subscriber acknowledges and agrees that the Manager reserves the right to reject any Subscription for any reason.

8. Representations and Warranties of the Subscriber

8.1 The Subscriber hereby represents and warrants to and covenants with the Manager and the Trust (which representations, warranties and covenants will be true and correct as at the time of delivery of Units with the same force and effect as if they had been made by the Subscriber at such time, and shall survive the Closing) that:

- (a) the Subscriber is acquiring the Units as a principal (and not as an agent) for investment purposes only, with no intention or view to reselling or distributing any portion or beneficial interest in the Units, and the Subscriber will be the beneficial owner of any Units to be issued to the Subscriber if, as and when this Subscription is accepted by the Manager in whole or in part;
- (b) the Subscriber is resident in the jurisdiction identified in the address of the Subscriber set forth on page 1 of this Subscription Agreement;
- (c) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber;
- (d) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (e) the Subscriber has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber; and
- (f) the funds representing the purchase price of the Units purchased hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “PCMLA”) and the Subscriber acknowledges that the Manager or the Trust may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the subscription of the Subscriber hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge (i) none of the subscription funds to be provided by the Subscriber (A) 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 (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber and (ii) it shall promptly notify the Manager and the Trust if the Subscriber discovers that any of such representations ceases to be true, and provide the Manager and the Trust with appropriate information in connection therewith.

The Subscriber acknowledges that the representations and warranties contained herein, and, if applicable, in a Risk Acknowledgement delivered with this Subscription Agreement, are made by the Subscriber with the intention that they may be relied upon by the Manager and the Trust and their legal counsel in determining the Subscriber’s eligibility to acquire the Units under relevant Legislation. The Subscriber further agrees that by accepting delivery of the Units, the Subscriber will be representing and warranting that the foregoing representations and warranties are true and correct as at the time of delivery of such Units with the same force and effect as if they had been made by the Subscriber at such time, and that they shall survive the completion of the transactions contemplated under this Subscription and remain in full force and effect thereafter for the benefit of the Manager for a period of one year.

9. Use of Personal Information

9.1 The Subscriber acknowledges and consents to the disclosure by the Subscriber, the Manager and the Trust of Personal Information (hereinafter defined) concerning the Subscriber to the applicable securities commissions or other regulatory authority (collectively, the “Regulators”).

9.2 Herein, “**Personal Information**” means any information about the Subscriber required to be disclosed to the Regulators, whether pursuant to a Regulator’s form or a request made by a Regulator.

9.3 The Subscriber acknowledges and consents to: (i) the fact that the Manager and the Trust are collecting the Subscriber's personal information for the purpose of completing this Subscription Agreement; (ii) the Manger and the Trust retaining such personal information for as long as permitted or required by law or business practices; (iii) the fact that the Manager and the Trust may be required by securities laws to provide Regulatory Authorities with any personal information provided by the Subscriber in this Subscription Agreement.

9.4 The Subscriber acknowledges that the Subscriber:

- (a) has been notified by the Manager and the Trust:
 - (i) that delivery is required to be made to the Regulators of certain Personal Information including, without limitation, the Subscriber's name and address, telephone number and e-mail address, the series and number of Units purchased, the total purchase price of such securities and the prospectus exemption relied upon by the Manager and the Trust;
 - (ii) that the Personal Information is being collected indirectly by the Regulators under the authority granted to it in securities legislation and is being collected by the Regulators for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction; and
 - (iii) that the title, business address and business telephone number of the public official in the local jurisdiction who can answer questions about the Regulator's indirect collection of information is set out in Schedule "A" attached hereto; and
- (b) authorizes the indirect collection of the information by the Regulators.

10. **Power of Attorney**

10.1 In consideration of the Manager, on behalf of the Trust, accepting the Subscription of the Subscriber and conditional thereon, the Subscriber:

- (a) agrees to be bound, as a party to and as a unitholder in the Trust, by the terms of the Declaration of Trust, and the undersigned expressly ratifies and confirms the power of attorney given to the Manager therein;
- (b) irrevocably nominates, constitutes and appoints the Manager with full power of substitution, as the Subscriber's true and lawful attorney and agent, with full power and authority in the Subscriber's name, place and stead and for the Subscriber's use and benefit to do the following:
 - (i) execute, swear to, acknowledge, complete, deliver and file as and where required any and all of the following:
 - A. the Declaration of Trust and all declarations and other instruments necessary to form, qualify or continue and keep in good standing the Trust;
 - B. all instruments, declarations and certificates necessary to reflect any amendment to the Declaration of Trust;
 - C. any election made pursuant to the *Income Tax Act* (Canada), if applicable; and
 - D. all conveyances, agreements and other instruments necessary or desirable to reflect the dissolution and termination of the Trust including cancellation of any declarations and the execution of any elections under the *Income Tax Act* and any analogous provincial legislation, as any of the same may be amended or re-enacted from time to time;
 - (ii) execute and file with any governmental body or instrumentality thereof of the Government of Canada or a province thereof, any documents necessary to be filed in connection with the business, property, assets and undertaking of the Trust;
 - (iii) execute and deliver all such other documents or instruments on behalf of and in the name of the Trust and for or on behalf of the Subscriber as may be deemed necessary or desirable by the Manager to carry out fully the provisions of this Subscription Agreement, the Declaration of Trust or any other material contract required in connection herewith; and

- (iv) to complete, amend or modify any of the foregoing or this Subscription Agreement and to complete any missing information or correct any clerical or other errors in the completion of this Subscription Agreement or any of the foregoing.

10.2 The power of attorney granted herein is irrevocable, is a power coupled with an interest, shall survive the death, disability or other legal incapacity of the Subscriber and shall survive the assignment, to the extent of the obligations of the Subscriber under the Declaration of Trust or hereunder, by the Subscriber of the whole or any part of the interest of the Subscriber in the Trust and extends to the heirs, executors, administrators, successors and assigns of the Subscriber and may be exercised by the Manager, on behalf of the Subscriber, by executing any instrument as general partner of the Trust, by executing any instrument with a single signature as attorney and agent for all the Limited Partners executing such instrument or by such other form of execution as the Manager may determine, and it shall not be necessary for the Manager to execute any document or instrument under seal, however the Manager may, in its discretion, execute documents or instruments under seal.

10.3 The Subscriber agrees to be bound by any representations and actions made or taken in good faith by the Manager pursuant to this power of attorney in accordance with the terms hereof or in accordance with the Declaration of Trust and the Subscriber hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Manager taken in good faith under this power of attorney.

11. General

11.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber relating to the purchase of the Units shall be borne by the Subscriber.

11.2 This Subscription Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the jurisdiction of the Province of British Columbia.

11.3 This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Units by the Subscriber pursuant hereto.

11.4 This Subscription Agreement is not transferable or assignable.

11.5 The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.

11.6 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Units and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Manager or the Trust or by anyone else.

11.7 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the address on page 1 of this Subscription Agreement and notices to the Manager and the Trust shall be directed to 1000 - 850 West Hastings Street, Vancouver, BC V6C 1E1.

11.8 This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Subscription Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Subscription Agreement as of the date hereinafter set forth.

11.9 The Subscriber hereby acknowledges that he or she will deliver to the Manager all such additional completed forms in respect of the Subscriber's purchase of the Units as may be required for filing with the appropriate securities commissions and regulatory authorities.

11
SCHEDULE "A"

Form 45-106F4

RISK ACKNOWLEDGEMENT

WARNING

I acknowledge that this is a risky investment:

- I am investing entirely at my own risk.
- No securities commission has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities may not be registered with a securities commission and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

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

The Issuer will pay up to **6% as a fee or commission plus a 1% annual trailer fee** of this total to:

_____ %	Tri City Fund Management Ltd.	[name of person or company selling the securities]
_____ %	_____	[name of person or company selling the securities]
_____ %	_____	[name of person or company selling the securities]
_____ %	_____	[name of person or company selling the securities]
_____ % annual trailer	Tri City Fund Management Ltd.	[name of person or company selling the securities]
_____ %	_____	

I ACKNOWLEDGE THAT THIS IS A RISKY INVESTMENT AND THAT I COULD LOSE ALL THE MONEY I INVEST.

_____ Date

_____ Signature of Subscriber

_____ Print name of Subscriber

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

Schedule “A”, cont’d

You have 2 business days to cancel your purchase.

To do so, send a notice to Tri City Fund Manager Ltd., as Manager for and on behalf of Tri City Group Monthly Income Mortgage Trust, 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 the Manager on behalf of Tri City Group Monthly Income Mortgage Trust at their business address. Keep a copy of the notice for your records.

Issuer Name and Address:	Tri City Group Monthly Income Mortgage Trust c/o Tri City Fund Management Ltd. 1000 - 850 West Hastings Street Vancouver, BC V6C 1E1
Fax:	604.569.2014
Phone:	604-569-2015, Reception ext. 222

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 commission.

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

You will receive an offering memorandum

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

You may not receive advice

You may not get professional advice about whether the investment is suitable for you. But you can still seek that advice from an adviser or investment dealer registered with a securities commission. In Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon to qualify as an eligible investor, you may be required to obtain that advice. Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

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 will not receive ongoing information about this issuer.

Schedule "A", cont'd

For more information on the *exempt market*, call your local securities commission.

Alberta Securities Commission

4th Floor, 300 - 5th Avenue S.W.

Calgary, AB T2P 3C4

Ph: (403) 297-6454

Fax: (403) 297-6156

<http://www.albertasecurities.com>

Saskatchewan Financial Services Commission

6th Floor, 1919 Saskatchewan Drive

Regina, SK S4P 3V7

Ph: (306) 787-5879

Fax: (306) 787-5899

New Brunswick Securities Commission

133 Prince William Street, Suite 606

Saint John, NB E2L 2B5

Ph: (506) 658-3060

Fax: (506) 658-3059

Securities Commission of Newfoundland and Labrador

P.O. Box 8700 2nd Floor, West Block

Confederation Building

St. John's, Nfld & Labrador A1B 4J6

Ph: (709) 729-4189

Fax: (709) 729-6187

Government of Nunavut Department of Justice

Legal Registries Division

P.O. Box 1000 – Station 570

1st Floor, Brown Building

Iqaluit, Nunavut XOA 0H0

Ph: (867) 975-6190

Fax: (867) 975-6194

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver, BC V7Y 1L2

Ph (604) 899-6500

Fax: (604) 899-6506

<http://www.bcsc.bc.ca>

Manitoba Securities Commission

1130 – 405 Broadway Avenue

Winnipeg, MB R3C 3L6

Ph: (204) 945-2548

Fax: (204) 945-0330

Nova Scotia Securities Commission

2nd Floor, Joseph Howe Building

1690 Hollis Street

Halifax, NS B3J 3J9

Ph: (902) 424-7768

Fax: (902) 424-4625

Government of Yukon

Department of Community Services

Law Centre, 3rd Floor

2130 Second Avenue

Whitehorse, YT Y1A 5H6

Ph: (867) 667-5314

Fax: (867) 393-6251

Ontario Securities Commission

Suite 1903, Box 5520 Queen St West

Toronto, ON M5H 3S8

Ph: (416) 593-3682

Fax: (416) 593-8252

Administrative Assistant to the Director of Corporate Finance:

Telephone (416) 593-8086

Autorité des marchés financiers

800, Square Victoria, 22e étage

C.P. 246, Tour de la Bourse

Montréal, Québec H4Z 1G3

Ph: (514) 395-0337 or 1-877 525-0337

Fax: (514) 864-3681

Prince Edward Island Securities Office

95 Rochford Street, P.O. Box 2000

Charlottetown, PEI C1A 7N8

Ph: (902) 368-4569

Fax: (902) 368-5283

Government of Northwest Territories**Department of Justice**

Securities Registry

1st Floor Stuart M. Hodgson Building

5009 – 49th Street

Yellowknife, NWT X1A 2L9

Ph: (867) 920-3318

Fax: (867) 873-0243

Exhibit 1 to Schedule "A"

Classification of Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 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 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.)	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] 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 <input type="checkbox"/> a founder of the issuer 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	<p>You acknowledge that you are not an eligible investor.</p>	

Exhibit 2 to Schedule "A"

Investment Limits for Investors Under the Offering Memorandum Exemption

Instructions: This schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 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 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.	

C. You are an eligible investor, as a person described in section 2.5 [<i>Family, friends and business associates</i>] 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 [<i>Family, friends and business associates</i>], 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:	

SCHEDULE "B"

RISK ACKNOWLEDGEMENT

UNDER BCI 32-517

***EXEMPTION FROM DEALER REGISTRATION REQUIREMENT FOR TRADES IN
SECURITIES OF MORTGAGE INVESTMENT ENTITIES***

Name of Issuer: Tri City Group Monthly Income Mortgage Trust

Name of Seller: _____

**Name of Salesperson
acting on behalf of seller: _____**

I acknowledge that:

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

Date

Signature of Purchaser

Print name of Purchaser

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

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

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

SCHEDULE “C”

NI 45-106 ACCREDITED INVESTOR QUESTIONNAIRE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription.

The purpose of this Questionnaire is to assure the issuer that each purchaser will meet certain requirements of National Instrument 45-106 (“**NI 45-106**”). The issuer will rely on the information contained in this Questionnaire for the purposes of such determination.

The undersigned (the “Subscriber”) covenants, represents and warrants to the issuer that:

1. the Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Subscription and the Subscriber is able to bear the economic risk of loss arising from such transactions;
2. the Subscriber satisfies one or more of the categories of “accredited investor” (as that term is defined in NI 45-106 indicated below (please check the appropriate box):
 - an individual who beneficially owns, or who together with a spouse, beneficially own, financial assets (as defined in NI 45-106) having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds CDN\$1,000,000; **[NOTE: SUBSCRIBERS WHO QUALIFY UNDER THIS CATEGORY ARE ALSO REQUIRED TO COMPLETE EXHIBIT I]**
 - an individual whose net income before taxes exceeded CDN\$200,000 in each of the two more recent years or whose net income before taxes combined with that of a spouse exceeded CDN\$300,000 in each of those years and who, in either case, has a reasonable expectation of exceeding the same net income level in the current calendar year; **[NOTE: SUBSCRIBERS WHO QUALIFY UNDER THIS CATEGORY ARE ALSO REQUIRED TO COMPLETE EXHIBIT I]**
 - an individual, who, either alone or with a spouse, has net assets of at least \$5,000,000; **[NOTE: SUBSCRIBERS WHO QUALIFY UNDER THIS CATEGORY ARE ALSO REQUIRED TO COMPLETE EXHIBIT I]**
 - 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;
 - a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both Securities Act (Ontario) or the *Securities Act* (Newfoundland and Labrador), or an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in this paragraph;
 - a Canadian financial institution as defined in National Instrument 14-101, or an authorized foreign bank listed in Schedule III of the *Bank Act* (Canada);
 - the Business Development Bank of Canada incorporated under the *Business Development Bank Act* (Canada);
 - an association under the *Cooperative Credit Associations Act* (Canada) located in Canada;

Schedule "C", cont'd

- a subsidiary of any company referred to in any of the foregoing categories, where the issuer owns all the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- a person or company registered under the *Securities Act* (British Columbia), or under securities legislation of another jurisdiction of Canada, as an adviser or dealer, other than a limited market dealer registered under the *Securities Act* (Ontario);
- a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a provincial pension commission or similar regulatory authority;
- an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in any of the foregoing categories in form and function;
- the government of Canada or a province, or any crown corporation or agency of the government of Canada or a province;
- a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- a national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency thereof;
- a registered charity under the *Income Tax Act* (Canada) that, regarding the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- a corporation, limited partnership, limited liability partnership, trust or estate, other than a mutual fund or non-redeemable investment fund, that had net assets of at least CDN\$5,000,000 as reflected on its most recently prepared financial statements;
- a mutual fund or non-redeemable 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 NI 45-106, or a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106;
- a mutual fund or non-redeemable investment fund that, in the local jurisdiction, distributes its securities under a prospectus for which the regulator has issued a receipt;
- a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- a person acting on behalf of a fully managed account managed by that person if that Person (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

Schedule "C", cont'd

- a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor;
- a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse; or
- a person or company in respect of which all the owners of interests, direct or indirect, legal or beneficial, are persons or companies that are accredited investors [please also initial the specific categories applicable to each owner of an interest].

The Subscriber acknowledges and agrees that the Subscriber may be required by the issuer to provide such additional documentation as may be reasonably required by the issuer and its legal counsel in determining the Subscriber's eligibility to acquire the Units under relevant Legislation.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the _____ day of _____, 20__

If an Individual:

If a Corporation, Partnership or Other Entity:

Signature

Print or Type Name of Entity

Print or Type Name

Signature of Authorized Signatory

Type of Entity

Exhibit 1 to Schedule “C” of Subscription Agreement

Risk Acknowledgement Form for Individual Accredited Investors
[Accredited investor categories - (j), (k) and (l)]

WARNING TO INVESTORS

This investment is risky. Do not 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: Units	Issuer: Tri City Group Monthly Income Mortgage Trust
Purchased from: Issuer	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
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	
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
• 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.)	
• Your net income before taxes combined with your spouses 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.)	
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: 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, 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):	
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
<p>Tri City Group Monthly Income Mortgage Trust c/o Tri City Fund Management Ltd. 1000 – 850 West Hastings Street Vancouver, BC V6C 1E1 Telephone: 604.569.2015 Email: officemanager@tricitygroup.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>	

Exhibit I to Schedule "C"

SCHEDULE “D”

ELIGIBLE INVESTOR QUESTIONNAIRE

The purpose of this Questionnaire is to assure Tri City Group Monthly Income Mortgage Trust (the “**Issuer**”) that the undersigned (the “**Purchaser**”) will meet certain requirements for the registration and prospectus exemptions provided for under National Instrument 45-106 (“**NI 45-106**”), as adopted by the various provincial and territorial Securities Commissions in Canada, in respect of a proposed private placement of securities by the Issuer (the “**Transaction**”). The Issuer will rely on the information contained in this Questionnaire for the purposes of such determination.

The undersigned Purchaser covenants, represents and warrants to the Issuer that the Purchaser satisfies one or more of the categories of “eligible investor” (as that term is defined in NI 45-106) indicated below (please check the appropriate box):

1. Purchaser is a person or company whose:
 - a) net assets, alone or with a spouse, exceed CDN \$400,000; or
 - b) net income before taxes exceeded CDN \$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year; or
 - c) net income before taxes combined with that of a spouse exceeded CDN \$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year;
2. The Purchaser is a person or company of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors;
3. The Purchaser is a general partnership in which all the partners are eligible investors;
4. The Purchaser is a limited partnership in which the majority of the general partners are eligible investors;
5. The Purchaser is a trust or estate in which all the beneficiaries or a majority of the trustees are eligible investors;
6. The Purchaser is an “accredited investor” (as that term is defined in NI 45-106); or
7. The Purchaser is a person or company that has obtained advice regarding the suitability of the investment and if the Purchaser is in a jurisdiction of Canada that advice has been obtained from an investment dealer, securities dealer or their equivalent, registered under the securities legislation of the jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the _____ day of _____, 20 ____.

If a Corporation, Partnership or Other Entity:

If an Individual:

Print or Type Name of Entity

Signature

Signature of Authorized Signatory

Print Name

Type of Entity

SCHEDULE "E"

RIGHTS OF RESCISSION FOR ONTARIO SUBSCRIBERS

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement.

You can cancel your agreement to purchase these Units. To do so, you must send a notice to the Trust by midnight on the second business day after you sign the agreement to purchase the Units.

In addition, the following statutory or contractual rights of action for damages or rescission will apply to a purchase of Units of the Trust. These remedies, or notice with respect thereto, must be exercised, or delivered, as the case may be, by the Subscriber within the time limits prescribed by the applicable provisions of securities legislation in the Province of Ontario.

The summary below is not a complete description of such right or the limitations applicable thereto and reference should be made to the securities law of the Province of Ontario complete text of such right. Subscribers should obtain legal advice to determine any rights that are available to the Subscriber, including in relation to the rights referred to below.

Ontario

In accordance with Section 130.1 of the *Securities Act* (Ontario) (the "**Ontario Act**"), in the event that the Offering Memorandum of the Trust dated May 16, 2017 (the "**Offering Memorandum**") or any amendment thereto contains a misrepresentation (as defined in the Ontario Act), the Subscriber who purchases Units offered by the Offering Memorandum during the period of distribution has, without regard to whether the Subscriber relied upon the misrepresentation, a right of action against the Trust for damages, or, while the Subscriber is still the owner of the Units purchased by that Subscriber, for rescission, in which case, if the Subscriber elects to exercise the right of rescission, the Subscriber will have no right of action for damages against the Trust, provided that:

- (a) the Trust will not be liable if it proves that the Subscriber purchased the Units with knowledge of the misrepresentation;
- (b) in the case of an action for damages, the Trust will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied upon; and
- (c) in no case will the amount recoverable in any action exceed the price at which the Units were sold to the Subscriber.

The foregoing rights provided in accordance with Section 130.1 of the Ontario Act do not apply to the following Subscribers relying upon the accredited investor exemption in Ontario:

- (a) a Canadian financial institution, meaning either:
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act; or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services corporation, 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;
- (b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada),
- (c) The Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada), or

Schedule "E", cont'd.

- (d) a subsidiary of any person referred to in paragraphs (a), (b) or (c) if the person owns all the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

No action shall be commenced to enforce these statutory rights more than:

- (a) in an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action;
or
- (b) in an action for damages, the earlier of,
 - (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action; or
 - (ii) three years after the date of the transaction that gave rise to the cause of action.

The rights of action described above are in addition to and without derogation from any other right or remedy that the Subscriber may have at law.

SCHEDULE "F"

DISCLOSURE OF REFERRAL ARRANGEMENT

This disclosure of Referral Arrangement between [Referring Party] (the "Referring Party") and Tri City Fund Management Ltd. (the "Trust Manager") is made in accordance with section 13.10 of National Instrument 31-103.

1. The Fund Manager is a licensed mortgage broker in British Columbia.
2. The Referring Party is licensed as _____ in British Columbia. The Referring Party is not authorized to act as an advisor with respect to any security.
3. The Referring Party and the Fund Manager are parties to a Referral Arrangement pursuant to which the Referring Party may refer to the Fund Manager contacts who may wish to make investments. If a purchase of the Fund Manager's investment product is made by you then, and only then, will the Referring Party receive a fee for such referrals equal to _____ % of the gross amount invested by you in the Fund Manager's investment product, which amount shall be paid to the Referring Party.
4. The role of the Referring Party as part of this arrangement is limited to referring potential clients to the Fund Manager, and the Referring Party has no role and is not permitted to have any involvement with respect to investment decisions related to the Fund Manager's investment products. The Fund Manager cannot receive instructions or advice regarding client transactions from the Referring Party or its representatives. It is illegal for the Referring Party to advise in respect of securities as he or she is not duly licensed or registered under applicable securities legislation to so trade or advise.
5. **This arrangement may create a conflict between your interests and those of the Referring Party because it could create an incentive for the Referring Party to refer you to the Fund Manager regardless of whether an investment in the Fund Manager's investment products is appropriate for you. You should be aware of this conflict prior to agreeing to making an investment in the Fund Manager's investment product.**

Please sign below where indicated to acknowledge you have read and understood this document and you have received notice of the Referral Arrangement and you acknowledge Referral Fees may be paid by the Trust to the Referring Party in connection with this Referral Arrangement.

Date

Client Name

Client Signature

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