

CANTEST FUNDING CORP.

Subscription For Debentures

(Accredited Investors)

Instructions

The Subscriber must submit to the Corporation, at the address stated in section 8 of the accompanying subscription agreement, the applicable documents and instruments stated below, no later than 72 hours prior to the proposed Closing:

- (a) a duly completed and signed copy of this agreement; and
- (b) a duly completed and signed copy of exhibit A; and
- (c) if the Subscriber is an individual who initialled paragraph 2(j), 2(k) or 2(l) of exhibit A, then a duly completed and signed copy of exhibit B; and
- (d) a certified cheque to the order of "SHEA NERLAND LLP IN TRUST" in a sum equal to the total purchase price for the Offered Debentures.

If the subscription agreement is incomplete, or the information provided in the subscription agreement is inaccurate, the subscription agreement may be rejected.

Capitalized terms that are not defined in these instructions have the meanings ascribed to them in the subscription agreement.

SUBSCRIPTION AGREEMENT

To: Cantest Funding Corp. (the “**Corporation**”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and offers to purchase the number of 12% unsecured debentures due October 31, 2020, of the Corporation stated in section B below (the “**Offered Debentures**”), for a purchase price of \$1.00 per Offered Debenture.

<p style="text-align: center;">Section A – Subscriber</p> <p><i>Provide the following information:</i></p> <p>_____</p> <p>Subscriber’s full legal name</p> <p>_____</p> <p>Subscriber’s signature</p> <p>_____</p> <p>Signatory’s name and title (<i>if the Subscriber is not an individual</i>)</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Subscriber’s street address</p> <p>_____</p> <p>Subscriber’s municipality, province, and postal code</p> <p>_____</p> <p>Subscriber’s telephone number</p> <p>_____</p> <p>Subscriber’s e-mail address</p>	<p style="text-align: center;">Section B – Offered Debentures</p> <p><i>Provide the following information:</i></p> <p>Number of Offered Debentures: _____</p> <p>Total purchase price (\$) _____</p> <p style="text-align: center;">Section C – Principal</p> <p><i>If the Subscriber is purchasing as agent for a principal, then provide the following information:</i></p> <p>_____</p> <p>Principal’s full legal name</p> <p>_____</p> <p>Principal’s street address</p> <p>_____</p> <p>Principal’s municipality, province, and postal code</p> <p>_____</p> <p>Principal’s telephone number</p> <p>_____</p> <p>Principal’s e-mail address</p>
<p style="text-align: center;">Section D – Registration Instructions</p> <p><i>If the Subscriber is subscribing through a broker or other intermediary, then provide the intermediary’s registration instructions below:</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">Section E – Delivery Information</p> <p><i>If the Subscriber is subscribing through a broker or other intermediary, then provide the intermediary’s delivery instructions below:</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Section F – Insiders

- Check this box if the Subscriber is an “insider” of the Corporation, as defined in the Securities Act (Alberta).

Section G – Registrants

- Check this box if the Subscriber is a “registrant” as defined in the Securities Act (Alberta).

CORPORATION’S ACCEPTANCE

The Corporation hereby accepts this agreement on the terms stated below.

CANTEST FUNDING CORP.

Per: _____ Date: _____
Adam Morand
President

1. Purchase and Sale of Offered Debentures.

- (a) The Subscriber shall purchase the Offered Debentures from the Corporation, and the Corporation shall issue and sell the Offered Debentures to the Subscriber, on the terms stated in this agreement.
- (b) The purchase and sale of the Offered Debentures will take place remotely via the exchange of documents, instruments, and signatures, at one or more closings, with the first such closing to occur on November 1, 2017, at 2:00 p.m. (Mountain Time), or at such other place and time of the Corporation's choosing (the "**Closing**").
- (c) At the Closing, the Corporation shall issue the Offered Debentures to the Subscriber against receipt of this agreement and the payment of the total purchase price for the Offered Debentures.

2. Representations and Warranties. The Subscriber hereby represents and warrants to the Corporation, and will be deemed to have so represented and warranted again at the Closing, as follows:

- (a) The information that the Subscriber has provided in this agreement is accurate and does not contain any "misrepresentation" as defined in the *Securities Act* (Alberta).
- (b) If the Subscriber is an individual, then he or she is not less than 18 years of age and has not been found to be a person of unsound mind under any law or by any court of competent jurisdiction. If the Subscriber is not an individual, then it is duly incorporated, continued, formed, or settled, as the case may be, and is in good standing, under the laws of its jurisdiction of incorporation, continuance, formation, or settlement.
- (c) If the Subscriber is an individual, then the Subscriber has the capacity, and if the Subscriber is not an individual, then the Subscriber has the power and authority to execute, deliver, and perform its obligations under this agreement.
- (d) The Subscriber's execution, delivery, and performance of her, his, or its obligations under this agreement do not and will not violate the Subscriber's constating documents, if any, any legal or regulatory instrument to which the Subscriber is subject, or the terms of any agreement, commitment, or arrangement by which the Subscriber is bound.
- (e) This agreement is binding on, and enforceable against, the Subscriber in accordance with its terms, except as such enforceability may be affected by laws affecting the enforcement of creditors' rights generally, and the availability of equitable remedies may be limited by equitable principles of general applicability.
- (f) The Subscriber is in material compliance with all applicable laws and regulations.
- (g) The Subscriber is not a party to any legal or regulatory action or proceeding that may adversely affect the Subscriber's performance of her, his, or its obligations under this agreement, and to the Subscriber's knowledge, no such action or proceeding is pending or threatened.
- (h) The Subscriber is aware that the purchase and sale of the Offered Debentures forms part of a larger distribution of a minimum of 1,000,000 and a maximum of 5,000,000 Offered Debentures, at a purchase price of \$1.00 per Offered Debenture, for minimum gross proceeds of \$1,000,000 and maximum gross proceeds of \$5,000,000 (the "**Offering**").
- (i) Immediately following the Offering, the Corporation will loan the proceeds of the Offering to Cantest Solutions Inc. on the following terms:
 - (i) The loan will bear interest at the rate of 12% per annum, payable quarterly in arrears on January 31, April 30, July 31, and October 31 of each year;
 - (ii) The term of the loan will be three years from the Closing; and

- (iii) Payment of the loan will be made in one lump sum of the principal and interest payable at the end of its term.
- (j) THE SUBSCRIBER IS AWARE THAT:
 - (i) THE PURCHASE PRICE FOR THE OFFERED DEBENTURES WILL BE HELD IN TRUST PENDING THE CORPORATION'S ACCEPTANCE OR REJECTION OF THIS AGREEMENT;
 - (ii) THE CORPORATION MAY ACCEPT OR REJECT THIS AGREEMENT FOR ANY REASON; AND
 - (iii) IF THE CORPORATION REJECTS THIS AGREEMENT, THEN IT WILL PROMPTLY RETURN THE PURCHASE PRICE FOR THE OFFERED DEBENTURES TO THE SUBSCRIBER, AFTER WHICH THE CORPORATION WILL HAVE NO FURTHER OBLIGATIONS TO THE SUBSCRIBER UNDER OR ARISING OUT OF THIS AGREEMENT.
- (k) The Subscriber is capable of evaluating the risks relating to an investment in, and is aware of the characteristics of, the Offered Debentures.
- (l) The Subscriber is able, without impairing her, his, or its financial condition, to bear the economic risk of losing its entire investment in the Offered Debentures.
- (m) The Subscriber is aware that the Closing is conditional upon such purchase and sale of the Offered Debentures being exempt from the prospectus requirement in Canadian securities legislation.
- (n) The Subscriber is, or is deemed to be, purchasing the Offered Debentures as principal and not for the benefit of any other person.
- (o) If the Subscriber is resident in a jurisdiction other than the Province of Ontario, then the Subscriber is an "accredited investor" described in section 1.1 of National Instrument 45-106.
- (p) If the Subscriber is resident in the Province of Ontario, then the Subscriber is an "accredited investor" described in subsection 73.3(2) of the *Securities Act* (Ontario).
- (q) If the Subscriber is not an individual, then the Subscriber was neither created nor is being used solely to purchase or hold the Offered Debentures as an "accredited investor" described in paragraph (m) of the definition of "accredited investor" in section 1.1 of National Instrument 45-106.
- (r) The Subscriber is aware that, as a consequence of acquiring the Offered Debentures in reliance on a prospectus exemption in Canadian securities legislation, certain protections, rights and remedies provided by Canadian securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber.
- (s) The Subscriber is aware that there are restrictions in Canadian securities legislation on the ability of the Subscriber to resell the Offered Debentures, and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them.
- (t) The Subscriber is aware that, until certain Canadian resale restrictions expire, the Subscriber will not be able to resell the Offered Debentures in Canada unless the Subscriber complies with an exemption from the prospectus requirement in Canadian securities legislation.
- (u) The Subscriber is aware that the certificate, if any, representing the Offered Debentures will carry the following legend relating to the Canadian resale restrictions:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY

MUST NOT TRADE THIS SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) NOVEMBER 1, 2017, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

- (v) The Subscriber is aware that no securities commission or similar regulatory authority has reviewed or passed on the merits of the Offered Debentures.
- (w) The Subscriber is aware of the risks associated with an investment in the Offered Debentures.
- (x) The Subscriber is aware that there is no insurance covering the Offered Debentures.
- (y) No person has made any representation to the Subscriber that the Offered Debentures will be listed or quoted, or that an application has been or will be made to list or quote the Offered Debentures, on any stock exchange or quotation and trade reporting system.
- (z) No person has made any representation to the Subscriber that, after the Closing, any person will repurchase or resell the Offered Debentures and, no person has made any representation to the Subscriber that that any person will refund the purchase price for the Offered Debentures.
- (aa) No person has given any undertaking to the Subscriber relating to the future value or future purchase price of the Offered Debentures.
- (bb) The Subscriber has not requested or received any prospectus, offering memorandum, or other disclosure document that describes or purports to describe the Corporation's business and affairs, that was prepared for delivery to, and review by, the Subscriber in order to assist him, her, or it in making an investment decision about the Offered Debentures.
- (cc) The Subscriber is not aware of any advertising in any form (including in printed media of general and regular paid circulation or other printed public media, radio, television, telecommunications, or Internet) to solicit purchasers of the Offered Debentures.
- (dd) The Subscriber has relied solely upon (i) this agreement, (ii) the Subscriber's due diligence review of the Corporation and the Offered Debentures, and (iii) publicly-available information about the Corporation and the Offered Debentures, if any, and not upon any verbal or written representation made by or on behalf of the Corporation. The Subscriber is aware that the Corporation makes no representation as to the accuracy of any such publicly-available information.
- (ee) The Subscriber is neither a "politically exposed foreign person" nor a "shell bank" as those terms are defined in the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and regulations, and the Subscriber's subscription for and offer to purchase the Offered Debentures is in no way related to the commission or the attempted commission of a money-laundering offence under subsection 462.31(1) of the *Criminal Code (Canada)*, or a terrorist offence under section 83.02, 83.03, 83.04 of the *Criminal Code (Canada)* or section 83.12 of the *Criminal Code (Canada)* arising out of a contravention of section 83.08 of that Act. The Subscriber agrees with the Corporation that, to the extent required by such laws and regulations, the Corporation may, in good faith, take all such actions that the Corporation determines to be necessary or desirable to protect the Corporation's interests, and the Subscriber agrees that it will have no claim, and will not pursue any claim, against the Corporation or any other person as a result of any such actions.
- (ff) The Subscriber is not a "U.S. person", as defined by Rule 902 of Regulation S under the United States Securities Act of 1933, as amended, and is not purchasing the Offered Debentures for the account or benefit of any U.S. person.
- (gg) The Offered Debentures were not offered to the Subscriber in the United States of America (the "U.S.").
- (hh) The person that made the order to purchase the Offered Debentures and executed and delivered

this Subscription Agreement on behalf of the Subscriber was not in the U.S. when the order for the Offered Debentures was placed and this Subscription Agreement was executed

- (ii) The Subscriber is aware that the Offered Debentures may not be offered or sold in the U.S. unless the Corporation registers the Offered Debentures with the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended, and all applicable state securities laws, or an exemption from such registration requirements is available.
- (jj) The Subscriber is aware that the Corporation has no present intention of filing any registration statement with the U.S. Securities and Exchange Commission in respect of the Offered Debentures.
- (kk) The Subscriber is not aware of any person acting or purporting to act in connection with the purchase and sale of the Offered Debentures that is, or may be, entitled to any commission or finder's fee. If any other person establishes a claim to a commission or finder's fee, then the Subscriber shall indemnify the Corporation and its directors, officers, employees, consultants, advisors, and other representatives against any losses and liabilities (including legal fees and expenses), whether or not the losses or liabilities involve a third-party claim, that arise, directly or indirectly, from such claim.
- (ll) The Subscriber is aware that Shea Nerland LLP is acting solely as legal counsel to the Corporation in connection with the purchase and sale of the Offered Debentures, not as legal counsel to the Subscriber, and that the Subscriber must consult here, his, or its own professional advisers to obtain advice on the financial, legal, and tax consequences that may apply to the Subscriber in connection with an investment in the Offered Debentures.
- (mm) The Subscriber has consulted, or has had the opportunity to consult, with her, his, or its own professional advisers to obtain advice on the financial, legal and tax consequences that may apply to the Subscriber in connection with an investment in the Offered Debentures.

3. Additional Representations and Warranties of Non-Resident Subscriber. If the Subscriber is resident in or otherwise subject to the securities laws of a jurisdiction other than a province or territory of Canada or the U.S. (a "**Foreign Jurisdiction**"), then the Subscriber hereby represents and warrants to the Corporation, and will be deemed to have so represented and warranted again at the Closing, as follows:

- (a) The Subscriber is knowledgeable about the laws of the Foreign Jurisdiction, and is satisfied that the Subscriber has fully observed and is fully observing such laws in connection with the purchase and sale of the Offered Debentures.
- (b) The purchase and sale of the Offered Debentures do not trigger any requirements under the laws of the Foreign Jurisdiction that are analogous to the prospectus requirement in Canadian securities legislation.
- (c) The Subscriber is purchasing the Offered Debentures in reliance on an exemption from the requirements under the laws of the Foreign Jurisdiction that are analogous to the prospectus requirement in Canadian securities legislation unless no such requirements are in effect and no exemption is necessary.
- (d) The purchase and sale of the Offered Debentures do not trigger any continuous disclosure requirements under the laws of the Foreign Jurisdiction that are analogous to the continuous disclosure requirements in Canadian securities legislation.
- (e) The purchase and sale of the Offered Debentures do not trigger any registration requirements under the laws of the Foreign Jurisdiction that are analogous to the registration requirement in Canadian securities legislation.
- (f) The purchase and sale of the Offered Debentures do not trigger any filing requirements under the laws of the Foreign Jurisdiction that are analogous to the filing requirements in Canadian securities

legislation.

4. Obligations. The Subscriber shall:

- (a) comply with all applicable laws and regulations relating to the Offered Debentures, and take all such further actions, and execute all such further documents and instruments, that the Corporation determines to be necessary or desirable to effect, or provide evidence of, such compliance;
- (b) deliver the following documents and instruments to the Corporation, at the address stated in section 8, no later than 72 hours prior to the Closing:
 - (i) a signed copy of this agreement; and
 - (ii) signed copy of exhibit A; and
 - (iii) if the Subscriber is an individual who initialled paragraph 2(j), 2(k) or 2(l) of exhibit A, then a signed copy of exhibit B; and
 - (iv) a certified cheque to the order of "SHEA NERLAND LLP IN TRUST" in a sum equal to the total purchase price for the Offered Debentures;
- (c) use its best efforts to satisfy the conditions stated in section 5; and
- (d) promptly notify the Corporation if it becomes aware of any fact that would, or would be reasonably expected to, preclude the satisfaction of such conditions.

5. Conditions to Closing. The Corporation's obligation to sell the Offered Debentures to the Subscriber is subject to the satisfaction of the following conditions, any of which the Corporation may waive at its discretion:

- (a) that the sale of the Offered Debentures complies with all applicable laws and regulations;
- (b) that the representations and warranties of the Subscriber in this agreement were accurate on the date the Subscriber executed this agreement and are accurate at the Closing;
- (c) that the Subscriber has performed those of its obligations under this agreement that it is required to perform prior to the Closing;
- (d) that all of the conditions precedent to the completion of the Arrangement, other than the closing of the Offering, have been satisfied or waived; and
- (e) that the Corporation has accepted and signed this agreement.

6. Privacy.

- (a) The Subscriber hereby authorizes the Corporation to collect, use, and disclose the Subscriber's personal information contained in this agreement for the following purposes:
 - (i) compliance with Alberta corporations laws, including the requirement to prepare and maintain a securities register that records the names, alphabetically arranged, and the address of each person who is or has been a security holder of the Corporation, the number of securities held by each security holder, and the date and particulars of the issue and transfer of such securities;
 - (ii) compliance with Canadian securities legislation, including the requirement to file the information pertaining to the Subscriber as set out in Schedule 1 or 2 of Form 45-106F1 – *Report of Exempt Distribution* with Canadian securities regulators within ten days from the date of the Closing;

- (iii) compliance with the money-laundering and terrorist-financing legislation referred to in section 2(dd); and
- (b) The Subscriber acknowledges that the Subscriber's personal information is being collected by Canadian securities regulators under the authority granted in Canadian securities legislation, and that the personal information is being collected for the purposes of the administration and enforcement of such securities legislation.
- (c) The Subscriber acknowledges that it may contact the public official in the Subscriber's local jurisdiction listed in exhibit C who can answer questions about the security regulator's indirect collection of the Subscriber's personal information.

7. Indemnification. The Subscriber shall indemnify the Corporation, and its directors, officers, employees, consultants, agents, advisors, and other representatives against any losses and liabilities (including legal fees and expenses), whether or not those losses and liabilities involve a third-party claim, that arise, directly or indirectly, from any inaccurate representation made by the Subscriber in, or the failure of the Subscriber to perform any of its obligations under, this agreement.

8. Notice.

- (a) Except as otherwise stated in this agreement, any notice or other communication under this agreement is valid if it is in writing, is delivered by hand or by any service that provides proof of mailing and proof of delivery (or that a delivery attempt was made, as the case may be), or by e-mail, and is addressed as follows:
 - (i) To the Corporation:

Cantest Funding Corp.
c/o Shea Nerland LLP
1400, 350 – 7 Avenue S.W.
Calgary, Alberta T2P 3N9
E-mail: gwarkentin@sheanerland.com
Attention: Glenn Warkentin
 - (ii) To the Subscriber in accordance with the information that the Subscriber has provided on the first page of this agreement.
- (b) A valid notice or other communication under this agreement will be effective when the applicable party receives it. A party will be deemed to have received a notice or other communication at the time and date indicated on the executed receipt for the notice or other communication, or if the applicable party rejects or otherwise refuses to accept it, or it cannot be delivered because of a change in address for which no notice was given or a disruption in delivery outside of the control of the parties, then upon that rejection, refusal or inability to deliver.
- (c) If a notice or other communication is received after 5:00 p.m. (Mountain Time), then a party will be deemed to have received the notice or other communication at 9:00 a.m. (Mountain Time) on the next day that is not a Saturday, a Sunday, or a statutory holiday in the Province of Alberta.

9. General.

- (a) This agreement constitutes the entire understanding between the parties with respect to its subject matter, and supersedes all other agreements, commitments and arrangements, whether written or oral, between the parties.
- (b) Terms in this agreement that are defined in National Instrument 14-101 – *Definitions* have the definitions ascribed to them in that instrument.
- (c) If the Subscriber is acting as agent for a principal, then unless the context otherwise requires, each

reference in this agreement to the Subscriber is deemed to also be a reference to the principal, and any acknowledgement, representation, warranty, and obligation of the Subscriber in this agreement is deemed to also be an acknowledgement, representation, warranty, and obligation of that principal.

- (d) If any provision of this agreement is held to be unenforceable, then that provision will be construed by modifying it to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with this section 9(d), then the rest of this agreement will remain in effect as written, and the unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- (e) This agreement is personal to the Subscriber. The Subscriber shall not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the Corporation. Any purported assignment or delegation in breach of this section 9(e) will be void.
- (f) This agreement inures to the benefit of and binds the parties and their respective successors, permitted assigns, heirs, executors, administrators, and other legal representatives, as applicable.
- (g) No amendment to this agreement will be effective unless it is in writing and executed by all parties.
- (h) No waiver of the satisfaction of a condition or the failure to comply with an obligation under this agreement will be effective unless it is in writing and executed by the Corporation, and no such waiver will constitute a waiver of the satisfaction of any other condition or the failure to comply with any other obligation.
- (i) Each party shall bear the expenses incurred by it in connection with the preparation, execution, and delivery of, and the performance of its obligations under, this agreement.
- (j) The Province of Alberta's laws, and Canada's laws applicable in the Province of Alberta, govern the interpretation of this agreement. The parties hereby attorn to the exclusive jurisdiction of the Province of Alberta's courts.
- (k) The parties hereby agree that this agreement and all related notices and documents are to be in the English language. Les parties aux présentes confirment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.
- (l) If the parties execute this agreement in several counterparts, then each such counterpart will be deemed to be an original and all such counterparts together will be deemed to constitute one instrument.

EXHIBIT A
TO THE SUBSCRIPTION AGREEMENT
FORM FOR ALL ACCREDITED INVESTORS

To: Cantest Funding Corp. (the “**Corporation**”)

In connection with your subscription for and offer to purchase 12% unsecured debentures due October 31, 2020, of the Corporation (the “**Offered Debentures**”), you hereby represent and warrant to the Corporation as follows:

1. You are, or are deemed to be, purchasing the Offered Debentures as principal and not for the benefit of any other person.
2. You fit within one or more of the following categories: **[Initial and complete each category that applies.]**
 - (a) _____ Except in Ontario, you are a Canadian financial institution, or a Schedule III Bank. In Ontario, you are a financial institution described in paragraph 1, 2, or 3 of subsection 73.1 (1) of the *Securities Act* (Ontario).
 - (b) _____ You are the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).
 - (c) _____ You are a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.
 - (d) _____ Except in Ontario, you are a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer. In Ontario, you are a person or company (as defined in the *Securities Act* (Ontario)) registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations made under the *Securities Act* (Ontario).
 - (e) _____ You are 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) _____ You are 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) _____ You are 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) _____ You are a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec.
 - (h) _____ You are any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.
 - (i) _____ You are a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) a pension commission or similar regulatory authority
 - (j) _____ You are an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that, before taxes but net

of any related liabilities, exceeds \$1,000,000.

The aggregate realizable value of your financial assets before taxes is:

\$ _____

Your related liabilities are:

\$ _____

- (j.1) ——— You are 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.

The aggregate realizable value of your financial assets before taxes is:

\$ _____

Your related liabilities are:

\$ _____

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

Your net income before taxes in 2016 was:

- \$200,000-300,000
- \$300,000-400,000
- greater than \$400,000

Your net income before taxes in 2015 was:

- \$200,000-300,000
- \$300,000-400,000
- greater than \$400,000

If applicable, the net income before taxes of your spouse in 2016 was:

- \$300,000-400,000
- \$400,000-500,000
- greater than \$500,000

If applicable, the net income before taxes of your spouse in 2015 was:

- \$300,000-400,000
- \$400,000-500,000
- greater than \$500,000

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

Your total assets are:

\$ _____

Your total liabilities (including outstanding taxes) are:

\$ _____

Your net assets are:

\$ _____

- (m) _____ You are a person, other than an individual or an investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements.
- (n) _____ You are 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 trade; (ii) a person that acquires or acquired securities in the circumstances referred to in section 2.10 of National Instrument 45-106 (where the person subscribes for a minimum amount investment) and section 2.19 of National Instrument 45-106 (where the person makes an additional investment in investment funds); or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106.
- (o) _____ You are an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for whom the securities regulator or, in Québec, the securities regulatory authority, has issued a receipt.
- (p) _____ You are 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.
- (q) _____ You are 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) _____ You are a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded.
- (s) _____ You are an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function.
- (t) _____ You are a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors. **[Provide the names of the owners indicate how they qualify as accredited investors.]**

- (u) _____ You are 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) _____ You are a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator, as an accredited investor.
- (w) _____ You are 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. **[Provide the names of the trustees indicate how they qualify as accredited investors.]**

3. If you are not an individual, then you were not created, and you are not being used, solely to purchase or hold the Offered Debentures as an accredited investor described in paragraph (m) of the definition of "accredited investor" in National Instrument 45-106.

If you initialled any paragraph of section 2, then provide the following information:

Name

Signature

Name and title of signatory (if applicable)

Date

IF YOU INITIALLED PARAGRAPHS 2(J), 2(K) OR 2(L), THEN YOU MUST ALSO COMPLETE EXHIBIT B.

In this exhibit A, the following definitions apply:

- (a) **“Canadian financial institution”** means
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.
- (b) **“control person”** means
- (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a person holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer; or
 - (ii) each person in a combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, who holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer.
- (c) **“director”** means
- (i) a member of the board of directors of a corporation or an individual who performs similar functions for a corporation, and
 - (ii) with respect to a person that is not a corporation, an individual who performs functions similar to those of a director of a corporation.
- (d) **“eligibility adviser”** means
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.
- (e) **“executive officer”** means, for an issuer, an individual who is

- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
 - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
 - (iv) performing a policy-making function in respect of the issuer.
- (f) **“financial assets”** means the following:
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation,
- but does not include real estate.
- (g) **“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.
- (h) **“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.
- (i) **“investment fund”** means a mutual fund or a non-redeemable investment fund.
- (j) **“mutual fund”** means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle 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.
- (k) **“net assets”** means total assets (including real estate) minus total debt.
- (l) **“non-redeemable investment fund”** means an issuer
- (i) whose primary purpose is to invest money provided by its security holders,
 - (ii) that does not invest
 - (A) 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
 - (B) 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
 - (iii) that is not a mutual fund.

- (m) **"person"** includes any individual, corporation, partnership, association, syndicate, organization, trust, trustee, executor, administrator or other legal representative.
- (n) **"promoter"** means
- (i) a person, acting alone or in conjunction with one or more other persons or a combination of them, that, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, or
 - (ii) a person that, directly or indirectly, receives in consideration of services or property, or both,
 - (A) 10% or more of any class of securities of the issuer, or
 - (B) 10% or more of the proceeds from the sale of any class of securities of a particular issue,

in connection with the founding, organizing or substantial reorganizing of the business of the issuer, but does not include a person or company that receives securities or proceeds solely
 - (C) as underwriting commissions, or
 - (D) in consideration of property transferred to the issuer, if that person or company does not otherwise take part in founding, organizing or substantially reorganizing the business.
- (o) **"related liabilities"** means
- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets.
- (p) **"Schedule III Bank"** means an authorized foreign bank named in Schedule III of the Bank Act (Canada)
- (q) **"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 (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).
- (r) **"subsidiary"** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

**EXHIBIT B
TO THE SUBSCRIPTION AGREEMENT**

FORM 45-106F9
FORM FOR INDIVIDUAL ACCREDITED 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 OR SELLING SECURITYHOLDER:	
1. About your investment	
Type of securities: Debentures	Issuer: Cantest Funding Corp.
Purchased from: Treasury	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Initials
Risk of loss – You could lose your entire investment of \$ _____. [Insert the total dollar amount of the investment.]	
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 sales person about whether this investment is suitable for you unless the sales person is registered. The sales person is the person who meets with, or provides information to, you about making this investment. To check whether the sales person 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 sales person identified in section 5, can help you if you have questions about whether you meet these criteria.	Initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the two 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 two 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. Sales person information		
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.		
First and last name of sales person (please print):		
Telephone:		Email:
Name of firm (if registered):		
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER		
6. For more information about this investment		
Name: Cantest Funding Corp. Address: c/o Shea Nerland LLP, 1400, 350 – 7 Avenue S.W., Calgary, Alberta T2P 3N9 Attention: Glenn Warkentin Telephone: (403) 299-9675 E-mail: gwarkentin@sheanerland.com Website: N/A		
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.		

**EXHIBIT C
TO THE SUBSCRIPTION AGREEMENT**

CONTACT INFORMATION FOR CANADIAN SECURITIES REGULATORS

Alberta Securities Commission

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

British Columbia Securities Commission

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

The Manitoba Securities Commission

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

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

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

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

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

Nova Scotia Securities Commission

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

Ontario Securities Commission

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

Autorité des marchés financiers

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

Prince Edward Island Securities Office

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

**Financial and Consumer Affairs Authority
of Saskatchewan**

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