



FULCRA CREDIT OPPORTUNITIES FUND
(Formerly the Fulcra Focused Yield Fund)

SUBSCRIPTION AGREEMENT

TO: Fulcra Asset Management Inc., in its capacity as manager (the “**Manager**”) of the Fulcra Credit Opportunities Fund (the “**Fund**”)

ITEM 1A. SUBSCRIBER INFORMATION			
Full Legal Name:			
Street Address:			
City:	Province:	Postal Code:	
Telephone:	Email Address:		
Social Insurance Number (or) Business Number:			
Name of Contact Person (if Subscriber is not an individual):			
Joint Accounts <input type="checkbox"/> Joint tenants with rights of survivorship (not applicable in Québec); or <input type="checkbox"/> Tenants in common (Co-ownership in Québec)			
Full Legal Name:			
Street Address:			
City:	Province:	Postal Code:	
Telephone:	Email Address:		
Social Insurance Number (or) Business Number:			
Are you a citizen, lawful resident, and/or currently residing in the U.S.? Yes <input type="checkbox"/> Please provide US Tax ID Number (TIN) _____ No <input type="checkbox"/>			
Name of Contact Person (if Subscriber is not an individual):			
ITEM 1B. REGISTRATION INSTRUCTIONS			
Same as above in Item 1A <input type="checkbox"/>		If different from 1A:	
Name:			
Street Address:			
City:	Province:	Postal Code:	
ITEM 2. REGISTERED PLAN (For Individual Subscriber)			
For a Subscriber purchasing through a registered plan, specify the type of account:			
<input type="checkbox"/> RRSP <input type="checkbox"/> RRIF <input type="checkbox"/> TFSA <input type="checkbox"/> Other:			
ITEM 3. FUND/CLASS SELECTION			
Fund	Class	FundSERV Code	Amount (CAD\$)
Fulcra Credit Opportunities Fund	Class A	FAM101	\$
	Class B	FAM200	\$
	Class C	FAM301	\$
	Class D	FAM400	\$
ITEM 4. QUARTERLY DISTRIBUTION OPTION			
<input type="checkbox"/> Cash <input type="checkbox"/> Reinvestment			
ITEM 5. PAYMENT OF PURCHASE PRICE			
Payment Method			
<input type="checkbox"/> FundSERV – Electronic Order via Broker Account <input type="checkbox"/> Cheque made payable to: CIBC Mellon Trust ITF FL2F1001002 <input type="checkbox"/> Other (describe)*: _____			
* Must be approved by the Manager			

ITEM 6. FEES	
Class A and Class C units If subscribing for Class A or Class C units, the Subscriber acknowledges that it will indirectly bear the management fee(s) paid by the Fund in respect of Class A or Class C units, as the case may be. These fees are described in the current offering memorandum for the Fund.	
Class B and Class D units If subscribing for Class B or Class D units, the Subscriber acknowledges that it will indirectly bear the management fee(s) and performance fee(s) (if any) paid by the Fund in respect of Class B or Class D units, as the case may be. These fees are described in the current offering memorandum for the Fund.	
ITEM 7. RELIANCE ON PROSPECTUS EXEMPTION	
The Subscriber understands that units of the Fund are offered on a private placement basis pursuant to applicable exemptions from prospectus requirements under securities legislation in Canada, and represents and certifies that it is purchasing units of the Fund (as specified above) pursuant to one of the available exemptions from the prospectus requirements in National Instrument 45-106 <i>Prospectus and Registration Exemptions</i> described below in this Subscription Agreement. If the Subscriber is purchasing units pursuant to the offering memorandum exemption, the Subscriber must sign Appendix II to this Subscription Agreement to acknowledge the risks associated with an investment in units. If the Subscriber is purchasing units pursuant to the accredited investor exemption, the Subscriber must complete Appendix IA to this Subscription Agreement to confirm its representation and warranty regarding the specific category(ies) under which it qualifies as an “accredited investor” within the meaning of applicable securities laws.	
ITEM 8. CERTIFICATION AND ACKNOWLEDGEMENT	
By executing this Subscription Agreement, the Subscriber acknowledges and agrees to be bound by the terms and conditions of this Subscription Agreement, including all appendices hereto, and by the terms and conditions of the offering memorandum of the Fund. The Subscriber certifies that the information, representations, warranties, covenants and acknowledgements provided by the Subscriber in this Subscription Agreement, including all appendices hereto, are complete and true in all respects.	
ITEM 9. AUTHORIZED SIGNATURE	
For Individual Subscriber	
_____ Signature of Subscriber Date: _____ (yyyy/mm/dd)	_____ Signature of Joint Subscriber (if applicable) Date: _____ (yyyy/mm/dd)
For Entity Subscriber	
_____ Name of Entity Date: _____ (yyyy/mm/dd)	By: _____ Signature of Authorized Signatory _____ Name and Title of Authorized Signatory
Dealer User Only	
Dealer/Rep Number:	Rep Name:
Dealer Name:	Dealer Phone Number:

For further information, please contact:

Fulcra Asset Management Inc.
Suite 950 - 609 West Hastings Street, Vancouver, British Columbia V6B 4W4
Tel: 604-683-8362 Fax: 604-683-8368
E-mail: info@fulcraam.com

Prospectus Exemption: The Subscriber (please check one box as applicable):

(a) **Offering memorandum exemption**

is resident in British Columbia, New Brunswick, Newfoundland and Labrador, or Nova Scotia, has received a copy of the offering memorandum of the Fund, and has signed Appendix II to this Subscription Agreement to acknowledge the risks associated with an investment in the Units; **OR**

(b) **Accredited investor exemption**

is resident in a Canadian province or territory, is an “accredited investor” as defined in National Instrument 45-106 *Prospectus and Registration Exemptions* and has completed Appendix I.A to this Subscription Agreement to confirm the specific category(ies) under which it so qualifies as an “accredited investor”; **AND**

Appendix I.B if you are an individual who qualifies as an Accredited Investor under paragraphs (j), (k), or (l) of Appendix I.A; **OR**

(c) **Minimum amount investment exemption**

is resident in a Canadian province or territory and is purchasing Units of a class of the Fund with an aggregate acquisition cost to the Subscriber of not less than CAD\$150,000 paid in cash at the time of purchase; **OR**

(d) **Additional investment exemption**

is resident in a Canadian province or territory, is an existing holder of Units and is purchasing additional Units of a class or series of the Fund with an acquisition cost of less than CAD\$150,000, but initially purchased Units of the same class or series of the same Fund with an acquisition cost of at least CAD\$150,000 (paid in cash at the time of purchase) and as at the date hereof holds Units of the same class or series of the same Fund with an acquisition cost or current net asset value equal to at least CAD\$150,000; **OR**

(e) **Family, friends and business associates exemption**

is resident in a Canadian province or territory other than Ontario and is:

(i) a director, executive officer or control person of the Fund, or of an affiliate of the Fund;

(ii) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Fund, or of an affiliate of the Fund;

(iii) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Fund or of an affiliate of the Fund;

(iv) a close personal friend of a director, executive officer or control person of the Fund, or of an affiliate of the Fund;

(v) a close business associate of a director, executive officer or control person of the Fund, or of an affiliate of the Fund;

(vi) a founder of the Fund or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Fund;

(vii) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Fund;

(viii) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in (i) to (vii); or

(ix) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in (i) to (vii),

(f) **Founder, control person and family exemption - Ontario**

- is resident in Ontario and is (i) a founder of the Fund, (ii) an affiliate of a founder of the Fund, (iii) a spouse, parent, brother, sister, grandparent, grandchild or child of a founder of the Fund, or (iv) a person that is a control person of the Fund.

ACCEPTANCE

The Manager hereby accepts this subscription on behalf of the Fulcra Credit Opportunities Fund as set forth on the first page of this Subscription Agreement.

DATED at Vancouver, British Columbia on this ____ day of _____, 20____.

FULCRA ASSET MANAGEMENT INC.,
in its capacity as manager of the Fund

By: _____
Authorized Signatory

Name: _____

Title: _____

APPENDIX I.A

CERTIFICATE OF ACCREDITED INVESTOR

(To be completed by a Subscriber purchasing units of one or more of the Fulcra Credit Opportunities Fund in reliance on the “accredited investor” exemption – see s. 10(b))

TO: Fulcra Asset Management Inc., in its capacity as manager (the “**Manager**”) of the Fulcra Credit Opportunities Fund

In connection with the purchase by the subscriber (the “**Subscriber**”) of units of the Fulcra Credit Opportunities Fund specified on the first page of this Subscription Agreement, the Subscriber or the undersigned on behalf of the Subscriber, as the case may be, represents, warrants and certifies for the benefit of the Manager and the applicable Fulcra Credit Opportunities Fund subscribed for that the Subscriber is an “accredited investor” within the meaning of National Instrument 45-106 *Prospectus and Registration Exemptions* (see below for definitions of certain terms used in this Appendix). Specifically, the Subscriber is:

PLEASE INITIAL BESIDE THE APPLICABLE CATEGORY (Commonly used categories highlighted for reference):

Note: For joint accounts, each Subscriber must initial beside the applicable category and sign where indicated below.

- _____ (a) a Canadian financial institution, or a Schedule III bank; or
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or
- _____ (c) 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; or
- _____ (d) 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 of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador); or
- _____ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d); or
- _____ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada; or
- _____ (g) 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; or
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government; or
- _____ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada; or
- _____ (j) **an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds Cdn.\$1,000,000 (exclusive of real estate); or**

[Subscriber must also complete Appendix I.B – Form 45-106F9 – Form for Individual Accredited Investors]

- _____ (k) **an individual whose net income before taxes exceeded Cdn.\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded Cdn.\$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; or**
- [Subscriber must also complete Appendix I.B – Form 45-106F9 – Form for Individual Accredited Investors]*
- _____ (l) **an individual who, either alone or with a spouse, has net assets of at least Cdn.\$5,000,000; or**
- [Subscriber must also complete Appendix I.B – Form 45-106F9 – Form for Individual Accredited Investors]*
- _____ (m) **a person, other than an individual or investment fund, that has net assets of at least Cdn.\$5,000,000 as shown on its most recently prepared financial statements; or**
- _____ (n) an investment fund that distributes or has distributed its securities only to
- (i) a person that is or was an accredited investor at the time of the distribution,
- (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of National Instrument 45-106, or
- (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of National Instrument 45-106; or
- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt; or
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be; or
- _____ (q) **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, and**
- (ii) **in Ontario, is purchasing a security that is not a security of an investment fund; or**
- Note: in Ontario a portfolio manager purchasing a security of an investment fund does not qualify as an “accredited investor”.
- _____ (r) 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; or
- _____ (s) 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; or
- _____ (t) **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 (as defined in National Instrument 45-106 *Prospectus and Registration Exemptions*); or**

- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser; or
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

Definitions

For the purposes hereof:

“**Canadian financial institution**” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

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

“**eligibility adviser**” means

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (b) 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
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“**executive officer**” means, for an issuer, an individual who is (a) a chair, vice-chair or president, (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or (c) performing a policy-making function in respect of the issuer;

“**financial assets**” means (a) cash, (b) securities, or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“**foreign jurisdiction**” means a country other than Canada or a political subdivision of a country other than Canada;

“**founder**” means, in respect of an issuer, a person who (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and (b) at the time of the distribution or trade is actively involved in the business of the issuer;

“**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“**investment fund**” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

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

“**local jurisdiction**” means the jurisdiction in which the Canadian securities regulatory authority is situate;

“**non-redeemable investment fund**” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

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

“**regulator**” means, for the local jurisdiction, the person referred to in Appendix C of National Instrument 14-101 *Definitions* opposite the name of the local jurisdiction;

“**related liabilities**” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets;

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

“**spouse**” means, an individual who,

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

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

Control

For the purposes hereof, a person (first person) is considered to control another person (second person) if

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

The Subscriber has executed this Certificate as of the . day of _____, 20_____.

For Individual Subscriber

Signature of Subscriber

Signature of Joint Subscriber (if applicable)

For Entity Subscriber

Name of Entity

By: _____
Signature

Name and Title of Authorized Signatory (please print)

APPENDIX I.B - FORM 45-106F9

FORM FOR INDIVIDUAL ACCREDITED INVESTORS

Complete this Form if you are an individual who qualifies as an Accredited Investor under paragraphs (j), (k), or (l) of **Appendix I.A**

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
1. About your investment	
Type of securities: (Class of Units)	Issuer: FULCRA CREDIT OPPORTUNITIES FUND
Purchased from: Fulcra Asset Management Inc., manager of the Fund	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$. [Insert total aggregate 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 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
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
[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 Manager, a registrant or a person who is exempt from the registration requirement.]	
First and last name of salesperson (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	
Please visit www.fulcraam.com or contact the Manager of the Fund at: Fulcra Asset Management Inc. Suite 950 - 609 West Hastings Street Vancouver, British Columbia V6B 4W4 Telephone: (604) 683-8362 Fax: 604-683-8368 Email: info@fulcraam.com	

Form instructions:

1. This form does not mandate the use of a specific font size or style but the font must be legible.
2. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
3. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.

APPENDIX II

RISK ACKNOWLEDGEMENT

(To be completed by a Subscriber purchasing units of one or more of the Fulcra Credit Opportunities Fund in reliance on the "offering memorandum" exemption – see s. 10(a))

FORM 45-106F4

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.

I am investing \$_____ in total; this includes any amount I am obliged to pay in the future. I understand that neither the relevant Fulcra Credit Opportunities Fund nor Fulcra Asset Management Inc. will pay any portion of my investment as a fee or commission to persons selling the securities; however, Fulcra Asset Management Inc. will pay a monthly servicing commission to registered dealers whose clients hold Class C units, and will pay a monthly servicing commission plus a portion of any performance fee it receives to registered dealers whose clients hold Class D units.

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

_____	_____	_____
Date	Signature of Purchaser	Signature of Joint Purchaser (if applicable)
	_____	_____
	Print Name of Purchaser	Print Name of Joint Purchaser (if applicable)

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

WARNING

You have two business days to cancel your purchase.

To do so, send a notice to the relevant Fulcra Credit Opportunities Fund c/o Fulcra Asset Management Inc. 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 e-mail, or deliver it in person to the Fulcra Credit Opportunities Fund at the address shown below. Keep a copy of the notice for your records.

You are buying "exempt market securities"

They are called "exempt market securities" because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections); and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

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

You will receive an offering memorandum

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

You will not receive advice

Unless you purchase these securities through a registered dealer, you will not get professional advice about whether the investment is suitable for you. If you are not purchasing these securities through a registered dealer, you can still seek that advice from a registered advisor or registered dealer.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A “non-reporting issuer” does not have to publish financial information or notify the public of changes in its business. You may not receive on-going information about this issuer.

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

- **British Columbia**, contact the British Columbia Securities Commission at (604) 899-6500 (outside the local area, call toll-free at 1-800-373-6393) or visit its website at www.bsc.bc.ca
- **Nova Scotia**, contact the Nova Scotia Securities Commission at (902) 424-7768 or visit its website at www.gov.ns.ca/nssc/
- **New Brunswick**, contact the New Brunswick Securities Commission at (506) 658-3060 or visit its website at www.nbsc-cvmnb.ca
- **Newfoundland & Labrador**, contact the Securities Commission of Newfoundland & Labrador at (709) 729-4189 or visit its website at www.gs.gov.nl.ca/cca/scon/

FULCRA CREDIT OPPORTUNITIES FUND

c/o Fulcra Asset Management Inc.
Suite 950 - 609 West Hastings Street
Vancouver, British Columbia V6B 4W4
Fax: 604-683-8368
E-mail: info@fulcraam.com

APPENDIX III

CERTIFICATE OF SUBSCRIBER'S AGENT / SUBSCRIBER

(To be completed if the Subscriber is a client of a registered dealer or adviser that is purchasing units through such dealer or adviser)

Subscriber's Agent

This certificate is being provided in connection with the purchase by the subscriber (the "**Subscriber**") of units of the Fulcra Credit Opportunities Fund specified on the first page of this Subscription Agreement. By submitting this completed Certificate to Fulcra Asset Management Inc. (the "**Manager**"), the undersigned (the "**Subscriber's Agent**") hereby acknowledges and confirms that it has, in relation to the Subscriber, complied with all applicable "know-your-client" and suitability obligations and requirements under applicable securities laws, all applicable identification and information collection obligations under anti-money laundering and anti-terrorist financing legislation, and all applicable due diligence and reporting obligations under the U.S. *Foreign Account Tax Compliance Act* and the *Intergovernmental Agreement between Canada and the United States for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention*. The undersigned also agrees to provide any information requested by the Manager to assist it in discharging its obligations under such laws.

Date: _____

Name of Registered Dealer / Adviser

Signature of Subscriber's Agent

Name of Account Representative and Rep Number

Subscriber

The Subscriber hereby acknowledges that the Subscriber's Agent may receive a trailing commission in respect of the units purchased by the Subscriber.

The Subscriber hereby authorizes the Manager to rely on and accept instructions from the Subscriber's Agent on the Subscriber's behalf in connection with purchases, redemptions and transfers of units, and agrees to indemnify the relevant Fulcra Credit Opportunities Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Manager on any improper instructions provided by the Subscriber's Agent.

Date: _____

For Individual Subscriber

Signature of Subscriber

Signature of Joint Subscriber (if applicable)

For Entity Subscriber

Name of Entity

By: _____
Signature

Name and Title of Authorized Signatory (please print)

TERMS AND CONDITIONS

1. **Offer to Purchase:** The Subscriber hereby irrevocably offers to subscribe for and to purchase the class of units of the Fund (each a “Unit”, and collectively, “Units”) as specified above for the aggregate purchase price (the “Purchase Price”) set out above, all on the terms and conditions contained in this Subscription Agreement. The Subscriber acknowledges that its offer to purchase Units of the Fund is subject to acceptance by the Manager. The Manager reserves the right to accept or reject any subscription in whole or in part. Any monies received with a rejected subscription will be refunded forthwith after the determination to reject the subscription has been made.
2. **Price of Units:** Units will be issued at a price per Unit equal to the relevant Net Asset Value per Unit (as defined in the amended and restated trust agreement governing the affairs of the Fund, as it may be amended from time to time (the “Trust Agreement”)) calculated at the time at which trading ceases on the Toronto Stock Exchange (the “Close of Business”) on the last business day of a month (a “Valuation Day”), provided the subscription is received and accepted by the Manager prior to the Close of Business on that Valuation Day. In order to ensure a subscription for Units is processed based on the Net Asset Value per Unit calculated on a particular Valuation Day, the Subscriber should ensure that this Subscription Agreement and all supporting documents, along with payment of the Purchase Price, are received by the Manager at least three business days prior to that Valuation Day. The number of Units acquired by the Subscriber will be confirmed in a statement delivered to the Subscriber after the subscription has been accepted.
3. **Minimum Purchase:** The minimum initial purchase amounts and the minimum additional purchase amounts, are set forth in the offering memorandum of the Fund. The Manager reserves the right to change or waive the minimum amounts for initial and additional investments in any Fund from time to time.
4. **Payment:** The Subscriber agrees to deliver payment of the Purchase Price in the manner indicated on the first page of this Subscription Agreement (and as approved by the Manager) at the time the subscription is delivered to the Manager. The Manager will not accept this subscription until payment of the Purchase Price has been received and this Subscription Agreement and any additional required account opening documents have been duly completed and received by the Manager.
5. **Closing:** The Subscriber acknowledges that subscriptions for Units will be processed on the first business day immediately following the relevant Valuation Day (the “Purchase Date”). Any subscription funds delivered prior to the Purchase Date will be held (without interest accruing) for the Subscriber pending completion of the purchase of Units.
6. **Trust Agreement and Offering Memorandum:** The Subscriber acknowledges that the Fund (and the Units of the Fund) and the Subscriber’s rights as a unitholder of the Fund are governed by the terms of the Trust Agreement. A copy of the Trust Agreement is available to the Subscriber upon request. In addition, the Subscriber further acknowledges that it has received, reviewed and fully understands the offering memorandum of the Fund, and in particular, the disclosure therein set out under the heading *Risk Factors*.
7. **Representations, Warranties, Covenants and Acknowledgements of the Subscriber:** The Subscriber represents, warrants, covenants and acknowledges to the Fund that the Subscriber has subscribed for pursuant to this Subscription Agreement and to the Manager that:
 - (a) if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
 - (b) if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement and the Subscriber was not created, nor is it being used, solely to purchase or hold securities in reliance on an exemption from the prospectus requirements under applicable law;
 - (c) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under “Subscriber Information” above and is not a resident of, or otherwise subject to the securities laws of, any other jurisdiction;
 - (d) the Subscriber is not a “designated beneficiary” under section 210 of the *Income Tax Act* (Canada), or a “non-resident” or partnership (other than a “Canadian partnership”) for the purposes of the *Income Tax Act* (Canada);
 - (e) if the Subscriber is or becomes a “financial institution” within the meaning of Section 142.2 of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
 - (f) except to the extent contemplated in paragraph (g) below, the Subscriber is purchasing the Units, and will acquire the Units, when issued, as principal, for its own account and not for the benefit of any other person and the

Subscriber is purchasing Units for investment only and not with a view to the resale, distribution or other disposition of all or any of the Units;

- (g) in the case of the purchase by the Subscriber of the Units as agent or trustee for any principal, each beneficial purchaser of the Units for whom the Subscriber is acting, is purchasing its Units as principal for its own account, and not for the benefit of any other person, for investment only and not with a view to any resale, distribution or other disposition, and the Subscriber has due and proper authority to act as agent or trustee for and on behalf of such beneficial purchaser in connection with the transactions contemplated hereby;
- (h) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Fund and is able to bear the economic risk of loss of such investment and the Subscriber understands that the purchase of the Units involves a high degree of risk;
- (i) this Subscription Agreement, when accepted by the Manager, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
- (j) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
- (k) the Subscriber has no knowledge of a “material fact” or “material change” (as those terms are defined in applicable securities legislation) in the affairs of the Fund that has not been generally disclosed to the public, save knowledge of this particular transaction;
- (l) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Fund, the Manager, or, where applicable, their partners, officers, directors, employees or agents; the Subscriber acknowledges that the Units transferrable only as set forth in the Trust Agreement;
- (m) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and
 - (i) the Subscriber is restricted from using the civil remedies available;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided; and
 - (iii) the Fund is relieved from certain obligations that would otherwise apply, under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
- (n) the Subscriber understands that no federal, provincial, state or other agency within the Subscriber’s jurisdiction of residence or otherwise has reviewed or passed upon any of the Units or made any finding or determination concerning the fairness or advisability of this investment; and
- (o) with respect to a subscription for Units purchased directly from the Manager, the Subscriber acknowledges that it has reviewed and fully understands the relationship disclosure information of the Manager, in its capacity as an exempt market dealer, set forth in the offering memorandum of the Fund under the heading *Information for Investors Purchasing Units through Fulcra Asset Management Inc.*, and the Subscriber will execute and deliver by the Purchase Date, the New Account Application Form provided by the Manager and once completed, the New Account Application Form will be accurate and true in all respects; the Subscriber will promptly advise the Manger of any material changes to the information previously provided.

8. **Reliance Upon Representations, Warranties, Covenants and Acknowledgements:** The Subscriber acknowledges that the foregoing representations, warranties, covenants and acknowledgements are made by it with the intent that they may be relied upon by the Manager and its counsel in determining the eligibility of the Subscriber to purchase the Units under the applicable securities laws. The Manager and its counsel shall be entitled to rely on the representations, warranties, covenants and acknowledgements of the Subscriber contained herein, and the Subscriber shall indemnify and hold harmless the Fund, the Manager and its counsel for any losses, claims, costs, expenses, damages or liabilities they may suffer or incur which are caused by or arise from, directly or indirectly, their reliance thereon.

For greater certainty, the parties hereby acknowledge and agree that if the Subscriber is acting as agent or trustee on behalf of a beneficial purchaser, the words “Subscriber”, “it” or “its” whenever used in in this Subscription Agreement in relation to representations, warranties, covenants, acknowledgements and indemnities of the Subscriber mean the Subscriber and, unless the context otherwise requires, such beneficial purchaser.

9. **Survival of Representations, Warranties, Covenants and Acknowledgements:** All of the representations, warranties, covenants and acknowledgments set out in this Subscription Agreement will be true as at the date of this Subscription Agreement and on the Purchase Date, and on the date of any subsequent purchase of Units, as if the representations, warranties and covenants were made at that time and will survive the Purchase Date, and the date of any subsequent purchase of Units.

For the purpose of the prospectus exemptions set forth in subsections (e) and (f): the term “**founder**” means, in respect of the Fund, a person who (A) 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 Fund, and (B) at the time of the distribution or trade is actively involved in the business of the Fund; the terms “**executive officer**”, “**affiliate**” and “**spouse**” have the meanings given to them in National Instrument 45-106 *Prospectus and Registration Exemptions*; and the term “**control person**” has the meaning given to it under applicable securities legislation.

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

11. **Collection and Use of Personal Information:** The Subscriber (on its own behalf and, if applicable, on behalf of any beneficial purchaser) acknowledges and consents to the Manager’s collection of the personal information relating to the Subscriber (and any beneficial purchaser) contained in this Subscription Agreement or gathered in connection with the Subscriber’s (and any beneficial purchaser’s) investment in the Fund. The Subscriber (on its own behalf and, if applicable, on behalf of any beneficial purchaser) acknowledges that such personal information will be collected and used by the Manager in order to administer and manage the Fund and the Subscriber’s (and any beneficial purchaser’s) investment in the Fund, and may be disclosed to third parties that provide administrative and other services in respect of the Fund. In addition, such personal information may be collected, used and disclosed for the purposes of meeting legal, regulatory, self-regulatory, security and audit requirements (including any applicable tax, securities, anti-money laundering, anti-terrorism legislation, rules or regulators) and as otherwise permitted or required by law, which disclosures may include disclosures to tax, securities or other regulatory or self-regulatory authorities in Canada and/or in foreign jurisdictions, if applicable, in connection with the regulatory oversight mandate of such authorities.

If the Subscriber (or any beneficial purchaser) is resident in, or otherwise subject to the applicable securities legislation of Ontario, the Subscriber (on its own behalf and, if applicable, on behalf of any beneficial purchaser) acknowledges and consents: (a) to the delivery to the Ontario Securities Commission of the Subscriber’s (and the beneficial purchaser’s) full name, residential address and telephone number, the number and type of securities purchased by the Subscriber, the total purchase price, the exemption relied on, and the date of distribution; (b) that such information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation; (c) that such information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario; and (d) that the Subscriber (and any beneficial purchaser) may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission’s indirect collection of such information at the following address and telephone number: Administrative Support Clerk, Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, Telephone: 416-593-3684.

The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgments set out in this paragraph on behalf of all beneficial purchasers for whom it is acting as agent.

12. **Privacy Policy:** By signing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of any beneficial purchaser) consents to the collection, use and disclosure of his, her or its personal information in accordance with the Manager’s Privacy Policy, a copy of which is available at www.fulcraam.com.

13. **Costs:** The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber will be borne by the Subscriber.

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

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

16. **Applicable Law:** This Subscription Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

17. **Interpretation:** The section and other headings contained in this Subscription Agreement are for reference purposes only and will not affect the meaning or interpretation of this Subscription Agreement. Words imparting the neuter gender include the masculine or feminine gender and words in the singular include the plural and vice versa.

18. **Notices:** All notices and other communications provided for herein will be in writing and will be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by facsimile or other electronic means indicating the date of receipt and the signatures of the parties:

(a) If to the Manager, at the following address or facsimile number:

Fulcra Asset Management Inc.
Suite 950 - 609 West Hastings Street
Vancouver, British Columbia V6B 4W4
Facsimile: 604-683-8368

(b) If to the Subscriber, at the address or facsimile number set out on the first page of this Subscription Agreement.

19. **Binding Effect:** The provisions of this Subscription Agreement will be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, as the case may be.

20. **Notification of Changes:** The Subscriber hereby covenants and agrees to promptly notify the Manager at the address set forth above of any change to the representations, warranties, covenants and acknowledgments of or other information relating to the Subscriber contained in this Subscription Agreement or otherwise provided to the Manager.

21. **Entire Agreement:** This Subscription Agreement, including the appendices hereto, constitutes the entire agreement between the Subscriber and the Manager on behalf of the Fund with respect to the Units, and there are no other agreements, warranties, representations, conditions or covenants, written or oral, express or implied, in respect of, or which affect, the transaction herein contemplated.

22. **Further Assurances:** The Subscriber covenants and agrees to execute and deliver all such further documents and provide all such further assurances and information as may be required from time to time to give effect to this subscription or to comply with applicable securities and other laws, including, without limiting the generality of the foregoing, all documents, assurances, undertakings and other information as may be required from time to time under applicable securities laws, anti-money laundering and anti-terrorist financing legislation, or domestic and foreign tax reporting requirements and legislation, and by all regulatory or governmental bodies or stock exchanges having jurisdiction over the Fund's or the Manager's affairs.

23. **Language:** The parties hereto have agreed that this Subscription Agreement, and all documents related hereto, be drawn up in the English language only. Les parties aux présentes ont convenu que cette convention, la notice d'offre et tous les documents y afférent soient rédigés en langue anglaise seulement.

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