

## FundSERV Subscription Instructions

1. Complete Subscriber Information (pages 1-2)
2. Complete Dealer Information and Acknowledgement (pages 1-2)
3. Select Accredited Investor Category (page 3, Section 3)
4. Complete Schedule C – Risk Acknowledgment Form (pages 12-13) (individual or joint subscribers only)
5. Review disclosures carefully (pages 6-11)

**Deliver original or electronic copy of documentation to GFI Investment Counsel Ltd. before 4:00PM (Toronto time) on the last business day of the subscription month.**

Subscription agreements may be accepted via:

Email: fyokura@gfiic.com  
Fax: 416.924.6986  
Post: GFI Investment Counsel Ltd.  
45 St. Clair Avenue W., Suite 1000  
Toronto, ON M4V 1K9

**PLEASE RETAIN A COPY OF THIS PAPERWORK FOR YOUR OWN RECORDS.**

Account Number
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# Subscription Agreement

## 1. Investor Information

Name of Account ( <i>first, middle, last</i> ) <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. <input type="checkbox"/> Other		
Address ( <i>include street address, city, province and postal code</i> )		
Date of Birth or Date of Incorporation ( <i>yyyy/mm/dd</i> )	Social Insurance Number or Business Number	Phone Number (Home)
Email		Phone Number (Business)

## 2. Dealer Information

Dealer Name	Dealer No.
Representative Name	Representative No.
Email	Phone Number
Global Intermediary Identification Number ( <i>FATCA purposes</i> )	

## 3. Acknowledgement

This section is to be completed because the Subscriber is using a registered dealer and/or investment advisor (the "Dealer") and is investing in the Fund on the advice of the Dealer.

By submitting this completed Subscription Agreement to GFI Investment Counsel Ltd. (the "Manager" and "Trustee"), the Dealer hereby acknowledges and confirms that it:

- (a) has fulfilled all relevant "know-your-client" and suitability obligations that it owes to the Subscriber;
- (b) has complied with all identification and investor information collection obligations under applicable anti-money laundering and anti-terrorist financing legislation;
- (c) agrees to fulfill all Subscriber reporting obligations as applicable under National Instrument 31-103;
- (d) is a Reporting Canadian Financial Institution (for the purposes of the IGA, as defined below) and will comply with all necessary due diligence and reporting obligations in connection with the Subscriber's account, under the: (i) Intergovernmental Agreement between Canada and the United States for the enhanced exchange of tax information under the Canada-U.S. Tax Convention and Part XVIII of the Income Tax Act (Canada) (collectively, the "IGA"), and guidance issued in connection therewith, and as required under sections 1471 to 1474 of the Internal Revenue Code of 1986 and the Foreign Account Tax Compliance Act (collectively, "FATCA"); and (ii) the Organisation for Economic Co-Operation and Development's ("OECD") Common Reporting Standard ("CRS") under Part XIX of the Income Tax Act (Canada); and

(e) if the Subscriber has identified the "Accredited Investor" prospectus exemption in Part 3, then it has determined, using the collected "know-your-client" information and other relevant information, that the Subscriber is an accredited investor for the purpose of this subscription.

The Dealer agrees to provide any information reasonably requested by the Manager to assist the Manager with respect to the Manager's reporting and other obligations under any applicable securities, anti-money laundering or tax legislation.

Name of Dealer (Firm Name)	Signature of Authorized Representative
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The Subscriber hereby authorizes the Fund and the Manager to rely on and accept instructions from the Dealer on its behalf in connection with redemptions and transfers of Units and agrees to indemnify each of the Fund and the Manager against any losses, costs, expenses, claims, damages or liabilities which may be incurred due to reliance on any improper instructions given by the Dealer.

#### 4. Subscription Information

Fund Name Good Opportunities Fund	Investment Amount \$	Wire Order No.
Fund Class (please check one) <input checked="" type="checkbox"/> Class A <input type="checkbox"/> Class F <input type="checkbox"/> Class G		

#### Registration Instructions:

(If there are no instructions below, the Units will be registered in the name of the Investor as set out above).

Name (first, middle, last)	Account Reference
Address (include street address, city, province and postal code)	

The undersigned subscriber (the "**Subscriber**") as principal, or on behalf of the beneficial purchaser named below (the "**Beneficial Purchaser**"), hereby irrevocably subscribes for and confirms its purchase of Class A units, Class F units or Class G units (in either case, the "**Units**") of the Good Opportunities Fund (the "**Fund**") in the investment amount set out above (the "**Purchase Price**"). The number of Units hereby subscribed for shall be determined by dividing the Purchase Price by the Net Asset Value per Unit of the applicable class of Units subscribed for at the Purchase Time on the Purchase Date, all of the foregoing being on the terms and conditions set out in paragraphs 1 through 17 below.

**SIGNED** in the Province of \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_ .

If the subscriber is an individual:

If the subscriber is other than an individual:

Name of Subscriber (please print)	Name of Subscriber if other than an Individual (please print)
Signature of Subscriber	Name of Authorized Representative (please print)
Name of Beneficial Purchaser (if any - please print)	Title of Authorized Representative
	Signature of Authorized Representative

## 1. Offering Memorandum

The Subscriber acknowledges receipt of the amended and restated offering memorandum of the Fund dated March 1, 2021 (the "**Offering Memorandum**"). The Subscriber hereby acknowledges that he/she has read the Offering Memorandum and understands the provisions thereof including those portions of the Offering Memorandum which summarize purchasers' rights of action in the event of a misrepresentation and those portions describing the circumstances when a Unitholder's Units may be redeemed by a Unitholder or the Fund. If the Subscriber is purchasing Units directly from GFI Investment Counsel Ltd. in its capacity as exempt market dealer, the Subscriber also acknowledges receipt of the client relationship disclosure document for exempt market dealer clients.

## 2. Definitions

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Offering Memorandum.

- (a) "**Business Day**" means a day other than Saturday, Sunday or a statutory holiday in Ontario or any other day on which businesses are generally closed in the Province of Ontario.
- (b) "**Purchase Date**" means the date upon which the Units hereby subscribed for are issued to the Purchaser which date shall be the next Valuation Date.
- (c) "**Purchaser**" means either the Subscriber acting as principal or the Beneficial Purchaser for whom the Subscriber is acting as trustee or agent, as the case may be.
- (d) "**Purchase Time**" means 4:00 p.m. Toronto time on each Purchase Date.
- (e) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.
- (f) "**Valuation Date**" means the last day of each month on which the Toronto Stock Exchange is open or such other date or dates on which the Manager determines it is appropriate, and at least December 31 of each year.

## 3. Representations, etc. of Subscriber

By executing this subscription, the Subscriber, on its own behalf and (if applicable) on behalf of any Beneficial Purchaser for whom it is contracting hereunder, represents, warrants and covenants to the Fund, the Trustee and the Manager (and acknowledges that the Fund, the Trustee and the Manager are relying thereon) that on the date hereof and the Purchase Time:

- (a) The Purchaser is a resident of Canada.
- (b) The Purchaser is (*Please check i. or ii. below*):
  - i. not an individual and is purchasing as principal and is purchasing Units which have an aggregate acquisition cost to such Purchaser of not less than \$150,000 paid in cash on or before the Purchase Time provided that the Purchaser has not been created, and is not being used solely to purchase or hold Units in reliance on this exemption from the prospectus requirement; or
  - ii. purchasing as principal and is an accredited investor, as defined in NI 45-106 Prospectus Exemptions ("**NI 45-106**") or the *Securities Act* (Ontario), as applicable, as at the Purchase Time and the Purchaser falls within one or more of the following categories (*Please check one or more, as applicable*):
    - (a) a Canadian financial institution, or a Schedule III bank,
    - (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
    - (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;
    - (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
    - (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of an exempt market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montreal or an intermunicipal management board in Québec;
- (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000;
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;
- (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
- (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;
- (n) an investment fund that distributes or has distributed its securities only to:
  - i. a person that is or was an accredited investor at the time of the distribution;
  - ii. a person that acquires or acquired securities referred to in section 2.10 and 2.19 of NI 45-106; or
  - iii. a person described in items (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106;
- (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- (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;
- (t) a person in respect to 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;

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

**Note: The Subscriber must complete Form 45-106F9 "Form for Individual Accredited Investors" attached as Schedule C hereto if the Subscriber is both (i) an individual; and (ii) selected category (j), (k) or (l) above.**

**Note:** For the purposes of the representations made above, the following definitions are included for convenience:

**"bank"** means a bank named in Schedule I or II of the Bank Act (Canada);

**"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;

**"company"** means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

**"director"** means a member of the board of directors of a company or an individual acting in a capacity similar to that of a director of a company;

**"eligibility adviser"** means

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

- (ii) in 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;

**"entity"** means a company, syndicate, partnership, trust or unincorporated organization;

**"executive officer"** means, for an issuer, an individual who,

- (i) is a chair, vice-chair or president,
- (ii) is a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (iii) is performing a policy-making function in respect of the issuer;

**"financial assets"** means cash, securities, or any contract of insurance or deposit or evidence thereof that is not a security for the purposes of the securities legislation;

**"financial statements"** includes interim financial reports;

**"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 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;

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

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

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

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

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

In NI 45 – 106 an issuer is an “affiliate” of another issuer if one is a subsidiary of the other or if each of them is controlled by the same person or company.

In NI 45 – 106 a person is considered to “control” another person if

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

## Purchasers Who Are Individuals

If an individual, the Purchaser has attained the age of majority in his/her jurisdiction of residence and is legally competent to enter into this subscription and to take all actions required pursuant hereto.

## Offer and Sale

The offer and sale of the Units was made exclusively through the Offering Memorandum and was not made through any advertisement of the Units in any printed media of general and regular paid circulation, radio, television or telecommunications, including electronic display, or any other form of advertising in Canada.

## Regulatory Filings

If required by applicable securities legislation, the Purchaser will execute, deliver and file or assist the Fund in filing such reports, undertakings and other documents with respect to the issuance of the Units as may be required by any securities commission or other regulatory authority.

## Resale Restrictions

The Subscriber has been independently advised as to and is aware of the applicable restrictions on the resale of Units imposed under the Declaration of Trust governing the Fund and by securities legislation in the jurisdiction in which it resides and is aware of the risks and other characteristics of the Units including the redemption provisions.

## Risk of Loss

The Subscriber has been advised that an investment in the Fund is speculative, and the Subscriber is able to bear the economic risk of a complete loss of its investment in the Fund.

## Tax and Legal

The Subscriber has made an independent determination of the investment and the accounting, legal and tax aspects of acquiring the Units, has depended on the advice of its own counsel and accountants and acknowledges that the Fund has no responsibility with respect to such matters and such advice.

## Money Laundering

- i. The Manager and the Fund reserve the right to request such information as is necessary to verify the identity of the Subscriber. The Subscriber shall promptly on demand provide such information and execute and deliver such documents as the Fund or the Manager may request to verify the accuracy of the Subscriber's representations and warranties herein or to comply with the *Proceeds of Crime (Money Laundering) Act* (Canada), the *Patriot Act* (U. S.) and *The Proceeds of Criminal Conduct Law* (2004 Revision) of the Cayman Islands and the Regulations or Guidance Notes issued pursuant thereto or any other law or regulation to which the Fund or the Manager may be subject.
- ii. In the event of delay or failure by the Subscriber to produce any information required for verification purposes, the Manager may refuse to accept the application and the subscription monies relating thereto or may refuse to process a redemption request until proper information has been provided.
- iii. The Subscriber represents that the Units are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct. The Subscriber declares that the Units are not being acquired and will not be held in violation of any applicable laws.

## 4. Delivery of Documentation and Payment of Subscription Price

Purchase orders must be made through the Manager or a Dealer. The orders must be received by the Manager prior to 4:00 p.m. (Toronto time) on the Valuation Date on which the investor wishes to purchase Units in order for the Net Asset Value per Unit determined at that Valuation Date to be the applicable purchase price.

Subscription agreements may be accepted via:

Email: [fyokura@gfiic.com](mailto:fyokura@gfiic.com)

Fax: 416.924.6986

Post: GFI Investment Counsel Ltd.  
45 St. Clair Avenue W., Suite 1000  
Toronto, ON M4V 1K9 Canada

Subscription monies may be accepted via FundSERV:  
GFI 101 for Class A Units | GFI 103 for Class F Units |  
GFI 105 for Class G Units

If the Manager does not receive a properly executed subscription along with full payment for the Units purchased, the Manager may redeem the Units so purchased. If the proceeds of any such redemption are greater than the payment owing, the Fund will retain the difference. If the proceeds are less than the payment owing, the Manager will pay the Fund the difference, and the Manager will collect this amount from the investor or, if Units were purchased through a Dealer, from the Dealer through whom Units were purchased, and the Dealer may have the right to collect such payment from the investor.

## 5. Acknowledgement and Authorization Regarding Personal Information

- (a) the Subscriber acknowledges that it is hereby notified that:
  - i. the following information will be provided to Canadian securities regulatory authorities:
    - A. the full name, residential address, email and telephone number of the Beneficial Purchaser;
    - B. the number and type of Units purchased by the Beneficial Purchaser;
    - C. the total purchase price for the Units, expressed in Canadian dollars;
    - D. the statutory dealer registration and prospectus exemptions relied upon by a Fund; and
    - E. the date of distribution of the Units; (the information described in A through E is referred to below as the "Information");
  - ii. the Information is being collected indirectly by the applicable Canadian securities regulatory authority under the authority granted to it in securities legislation for the purposes of the administration and enforcement of the applicable Canadian securities legislation; and
  - iii. the title, business address and business telephone number of the public official in the Beneficial Purchaser's province of residence, who can answer questions about the indirect collection of the information is set out in Schedule "A" hereto.
- (b) the Subscriber, on its own behalf and on behalf of any Beneficial Purchaser for whom it is contracting hereunder, authorizes the indirect collection of the Information by the Canadian securities regulatory authorities.



## 6. Subscription Refused

The Manager shall have the right in its discretion to accept or refuse this subscription for Units, absolutely or on such conditions as it may deem appropriate. If the Manager refuses this subscription, it shall so advise the Subscriber within two Business Days following receipt of the Purchase Price and immediately return to the Subscriber such amount without interest. The Manager may close or re-open the subscription books at any time without notice.

## 7. No Certificates

There shall be no certificates issued by the Fund to evidence Units of the Fund.

## 8. Reinvestment of Net Income and Net Realized Capital Gains

Unless otherwise requested by the Subscriber and subject to any requirement to withhold under the ITA, net income and net realized capital gains of the Fund shall be reinvested for the account of the Purchaser in additional Units or fractions of Units of the same class of the Fund.

## 9. Additional Subscriptions

The Subscriber is deemed to repeat the representations and warranties set out herein when making any additional subscriptions for Units. It is the responsibility of the Subscriber to update or correct any information or statement that is no longer accurate and the Subscriber hereby covenants to do so when appropriate.

## 10. Redemption Restrictions

The Purchaser acknowledges that its ability to redeem Units of the Fund is restricted by the terms of the Declaration of Trust establishing the Fund, the material terms of which are summarized in the Offering Memorandum.

## 11. Electronic Subscriptions

The Fund, the Trustee and the Manager will be entitled to rely on delivery by facsimile or other electronic means of communication of an executed copy of this subscription, and acceptance by the Fund of such facsimile or other electronic copy will be legally effective to create a valid and binding agreement between the Purchaser and the Fund in accordance with the terms hereof.

## 12. Governing Law; Time of the Essence

The contract arising out of this subscription will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Time will be of the essence hereof.

## 13. Indemnification of Fund, Trustee and Manager

The foregoing representations, warranties and covenants of the Subscriber are made by the Subscriber with the knowledge and intent that they will be relied upon by the Fund, the Trustee and the Manager in determining the suitability of the Purchaser as a purchaser of Units and the Subscriber, on its own behalf, and (if applicable) on behalf of any Beneficial Purchaser on whose behalf the Subscriber is contracting, agrees to indemnify the Fund, the Trustee and the Manager against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from: (i) reliance thereon, or (ii) the transfer of Units. For purposes of this indemnity, the Subscriber agrees that the Trustee shall constitute the trustee for itself, the Fund and the Manager. The Trustee agrees to accept such trust and to hold and enforce such covenants on behalf of such persons. The Subscriber undertakes to notify the Fund immediately at the address of the Trustee set forth above of any change in any representation, warranty or covenant set forth herein or any other information set forth herein relating to the Purchaser that arises prior to the Purchase Date. The representations, warranties and covenants contained herein and made by the Subscriber will survive the closing of the transactions contemplated by this subscription.

## 14. Entire Agreement

This subscription, including the schedules hereto, and any addendum in the form attached hereto upon acceptance by the Fund will represent the entire agreement of the parties hereto with respect to the subject matter hereof and there are no representations, warranties, covenants or other agreements relating to the subject matter hereof except as stated or referred to in this subscription.

**15. Agent for Service**

The principal place of business of the Manager is:  
45 St. Clair Avenue W., Suite 1000, Toronto, ON M4V 1K9.

**16. Privacy Policy**

The Purchaser acknowledges and consents to the collection, usage and disclosure of personal information for the purposes of administering the account including executing transactions, reporting to both the Purchaser and the financial advisor or dealer on record and compliance with applicable legal and regulatory requirements. A copy of the Manager’s privacy policy is available by contacting the Manager.

**17. Language**

The parties hereby request that this subscription and any related documents be drawn up and executed only in the English language. Les parties demandent par les présentes que la présente souscription ainsi que tous les documents y afférents soient rédigés et signés en langue anglaise seulement.

The undersigned hereby accepts the above subscription as of \_\_\_\_\_ 20 \_\_\_\_\_ .

**GFI Investment Counsel Ltd.** in its capacity as Manager of the Fund. By:

Fuyumi Yokura, Chief Compliance Officer	Date
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## Schedule A

### Guidelines for Electronic Delivery Of Documents

In the event that GFI Investment Counsel Ltd. ("GFI") wishes to deliver documents to the Client electronically, the following are the guidelines that GFI will follow:

1. The following documents will be delivered electronically to the Client:
    - (a) transaction statements and other summary reports on the Accounts; and
    - (b) reports or investment commentary as GFI may choose to provide.
  2. All documents delivered electronically will be delivered by e-mail to the address provided by the Client.
  3. The Client may receive from GFI a paper copy of any documents delivered electronically at no cost if the Client contacts GFI at:

**GFI Investment Counsel Ltd.**  
45 St. Clair Avenue West, Suite 1000  
Toronto, ON M4V 1K9  
Email: info@gfiic.com  
Phone: 416.488.8825  
Fax: 416-924-6986
  4. The Client will be provided with a paper copy of any documents delivered electronically if it comes to the attention of GFI that an electronic delivery as failed.
  5. The Client's consent to these guidelines may be revoked or changed, including any change in the electronic mail address to which documents are delivered, at any time by notifying GFI of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
  6. There is no requirement for the Client to consent to electronic delivery of documents.
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## Schedule B

## Securities Regulatory Authorities and Regulators

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, BC V7Y 1L2  
**Telephone:** 604.899.6854  
**Toll free in British Columbia and Alberta:** 1.800.373.6393  
**Facsimile:** 604.899.6506

**Saskatchewan Financial Services Commission**

6th Floor, 1919 Saskatchewan Drive  
Regina, SK S4P 3V7  
**Telephone:** 306.787.5879  
**Facsimile:** 306.787.5899

**Ontario Securities Commission**

Suite 1903, Box 55, 20 Queen Street West  
Toronto, ON M5H 3S8  
**Telephone:** 416.593.8314 or 1.877.785.1555  
**Facsimile:** 416.593.8122  
Public official contact regarding indirect collection of  
information: Administrative Support Clerk 416.593.3684

**New Brunswick Securities Commission**

133 Prince William Street, Suite 606  
Saint John, NB E2L 2B5  
**Telephone:** 506.658.3060  
**Facsimile:** 506.658.3059

**Prince Edward Island Securities Office**

95 Rochford Street, P.O. Box 2000  
Charlottetown, PE C1A 7N8  
**Telephone:** 902.368.4569  
**Facsimile:** 902.368.5283

**Alberta Securities Commission**

4th Floor, 300 - 5th Avenue SW  
Calgary, AB T2P 3C4  
**Telephone:** 403.297.6454  
**Facsimile:** 403.297.6156

**The Manitoba Securities Commission**

500, 400 St. Mary Avenue  
Winnipeg, MB R3C 4K5  
**Telephone:** 204.945.2548  
**Facsimile:** 204.945.0330

**Autorité des marchés financiers**

800, Square Victoria, 22e étage  
C.P. 246, Tour de la Bourse  
Montréal, QC H4Z 1G3  
**Telephone:** 514.395.0337 or 1.877.525.0337  
**Facsimile:** 514.864.3681

**Nova Scotia Securities Commission**

2nd Floor, Joseph Howe Building  
1690 Hollis Street  
Halifax, NS B3J 2P8  
**Telephone:** 902.424.7768  
**Facsimile:** 902.424.4625

**Securities Commission of Newfoundland  
and Labrador**

P.O. Box 8700, 2nd Floor  
West Block Confederation Building  
St. John's, NL A1B 4J6  
**Telephone:** 709.729.4189  
**Facsimile:** 709.729.6187

Schedule C

**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.

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>1. About your investment</b>	
Type of securities: Class A, Class F or Class G Trust Units	Issuer: Good Opportunities Fund
Purchased from: Good Opportunities Fund, the Issuer	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$_____. [Instruction: Insert the total dollar amount of the investment.]	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment.	
<b>Lack of advice</b> – 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 <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> 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.	<b>Your initials</b>
<ul style="list-style-type: none"> <li>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.)</li> </ul>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>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.)</li> </ul>	

Schedule C

<b>4. Your name and signature</b>	
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:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>	
<b>6. For more information about this investment</b>	
For investment in a non-investment or investment fund:	
<p><i>Good Opportunities Fund c/o GFI Investment Counsel Ltd. 45 St. Clair Avenue West, Suite 1000 Toronto, ON M4V 1K9 (416) 488-8825 info@gfiiic.com</i></p> <p><b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b></p>	

**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.

For more information about GFI Investment Counsel, the Good Opportunities Fund, or GoodFunds, please call **416.488.8825** or email **info@gfiiic.com**.