

**LOGIQ ASSET MANAGEMENT LTD.**

**- and -**

**LOGIQ CAPITAL 2016**

**As Vendors**

**- and -**

**PURPOSE INVESTMENTS INC.**

**As Purchaser**

**- and -**

**LOGIQ ASSET MANAGEMENT INC.**

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**PURCHASE AND SALE AGREEMENT**

**September 11, 2017**

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**PURCHASE AND SALE AGREEMENT** dated September 11, 2017

**BETWEEN:**

**LOGIQ ASSET MANAGEMENT LTD.**, a corporation incorporated under and governed by the laws of the Province of Ontario (hereinafter referred to as “**LAM**”)

- and -

**LOGIQ CAPITAL 2016**, a general partnership formed under and governed by the laws of the Province of Ontario (hereinafter referred to as “**LC**” and, together with LAM, the “**Vendors**”),

- and -

**PURPOSE INVESTMENTS INC.**, a corporation incorporated under and governed by the laws of the Province of Ontario (hereinafter referred to as the “**Purchaser**”),

- and -

**LOGIQ ASSET MANAGEMENT INC.**, a corporation incorporated under and governed by the laws of the Province of Alberta (hereinafter referred to as “**LOGIQ**”).

**RECITALS:**

- A. The Vendors are each registered portfolio managers and investment fund managers (within the meaning of such term in the *Securities Act* (Ontario)). LAM is the trustee and/or manager and/or portfolio manager of each of the LAM Funds. LC is the trustee and/or manager and/or portfolio manager of each of the LC Funds.
- B. The Vendors wish to transfer their rights to act as a trustee and/or manager and/or portfolio manager of each of the Funds, as applicable, to the Purchaser and the Purchaser wishes to acquire such rights to act as trustee and/or manager and/or portfolio manager of each of the Funds and manage each of the Funds pursuant to fund mergers or other transactions outlined herein and take such other actions as the Vendors and the Purchaser consider necessary in connection therewith, subject to the terms and conditions of this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions.

In this Agreement, including the recitals to this Agreement, unless the context otherwise requires:

“**2.2(a) Purchase Price**” has the meaning attributed to that term in Section 2.2(a).

“**2.2(d) Purchase Price**” has the meaning attributed to that term in Section 2.2(d).

“**Acquisition Proposal**” has the meaning attributed to that term in Section 7.5.

“**Affiliate**”, with respect to the relationship between two or more corporations, has the meaning attributed to “affiliated bodies corporate” under the *Business Corporations Act* (Ontario) as of the date of this Agreement and, with respect to the relationship between two or more Persons any of which is not a corporation, a Person is deemed to be an Affiliate of another Person if one of them is Controlled by the other, Controls the other or if both are Controlled by the same Person, and “**Affiliated**” has a corresponding meaning.

“**Aggregate Adjustment Amount**” has the meaning attributed to that term in Section 2.2(a).

“**Aggregate Redemption Price**” has the meaning attributed to that term in Section 2.2(a).

“**Agreement**” means this purchase and sale agreement, including all Exhibits and Schedules hereto, as amended, supplemented, restated and replaced from time to time in accordance with its provisions.

“**Applicable Law**” means any statute, law, code, ordinance, rule, regulation, or by-law, any judgement, order, writ, injunction, decision, ruling, decree or award, in each case of any Governmental Authority, binding on the Person referred to in the context in which the term is used or binding on the property of that Person.

“**Approvals**” means licences, qualifications, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, notifications, privileges, rights, orders, judgements, rulings, directives, Permits and other approvals.

“**Approved Funds**” has the meaning attributed to that term in Section 2.2(a).

“**Asset Purchase**” has the meaning attributed to that term in Section 2.1(a).

“**Asset Purchase Price**” has the meaning attributed to that term in Section 2.2(a).

“**Audited Fund Statements**” means, for a Fund, the audited financial statements of such Fund for its most recently completed fiscal year.

“**AUM**” means the total net asset value of a Fund calculated, for each Fund, in the same manner as in such Fund’s then-most recent audited annual financial statements or interim financial statements filed on SEDAR or provided to securityholders of the Fund; provided, however, that AUM shall not include assets (i) in respect of which a notice of redemption has been given by any securityholder of such Fund; (ii) in respect of Fund securities held directly or indirectly by former portfolio manager Frank Mersch; (iii) held in Funds that are underlying or reference Funds for other Funds managed by a Vendor; or (iv) in respect of which fees are not paid to a Vendor.

“**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).

“**Board Recommendation**” means the recommendation by the board of directors of LOGiQ that the shareholders of LOGiQ and the Debentureholders vote in favour of the Transactions.

“**Books and Records**” means all books, records, files and papers of or in the possession of the Vendors and pertaining to the management or operation of the Funds, including Constatting Documents, Fund Contracts, Management Agreements, financial, legal and Tax books and records of the Funds, opinions, rulings, orders, exemptions, business reports, advertising and marketing materials, trade association files, lists of customers, dealers, dealer representatives, distributors and suppliers, the charter and books and records of the IRC, minute and share certificate books, CRM database maintained by LOGiQ and the Vendors relating to the Funds, whether stored electronically, digitally or on computer-related media.

“**Business Day**” means any day that is not a Saturday, Sunday or other day on which banks are not required to be open for business in Toronto, Ontario.

“**Claim**” means any suit, action, dispute, investigation, claim, arbitration, order, notice of violation, charge, demand or prosecution, whether legal or administrative, any other proceeding, or any appeal or application for review, at law or in equity or before or by any Governmental Authority.

“**Closing**” means the completion of the Transactions.

“**Closing Date**” means the date which is two Business Days after the later of: (i) the Fund Meetings or, in the event one or more of the Fund Meetings are required to be postponed for lack of quorum, two Business Days after the day such postponed meetings are held, and (ii) the date the conditions in Sections 5.1 and 5.2 have been satisfied or waived (except for such conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver of those conditions at Closing) or such other date as may be agreed to by the Vendors and the Purchaser in writing.

“**Closing Time**” means 9:00 a.m. (Toronto time) on a Closing Date or such other time on a Closing Date as may be agreed to by the Parties in writing.

“**Confidential Information**” has the meaning attributed to that term in Section 10.1(a).

**“Constating Documents”** means the certificate and articles of incorporation, amendment, amalgamation or continuance, memorandum of association, letters patent, supplementary letters patent, by-laws, and all unanimous shareholder agreements, other shareholder agreements, voting trusts, pooling agreements and similar contracts, arrangements and understandings applicable to a corporation or a declaration of trust or trust agreement applicable to a Fund that is an investment trust.

**“Control”**, with respect to the relationship with a Person, means:

- (a) if that Person is a corporation, the holding of securities of that Person to which are attached more than 50% of the votes that may be cast for the election of directors and those votes are sufficient, if exercised, to elect a majority of the board of directors; or
- (b) the right, directly or indirectly, to direct or cause the direction of the management of the affairs of that Person, whether by ownership of Equity Interests, by contract or otherwise;

and **“Controls”** and **“Controlled”** have corresponding meanings.

**“CRA”** means the Canada Revenue Agency or any successor agency.

**“Debenture Indenture”** means the Amended and Restated Debenture Indenture dated December 8, 2016 between, among others, LOGiQ and Computershare Trust Company of Canada.

**“Debentureholder”** means a holder of debentures issued under the Debenture Indenture.

**“Direct Claim”** has the meaning attributed to that term in Section 9.5.

**“Disclosure Documents”** in respect of a Fund means such Fund’s Audited Fund Statements, the annual management report of fund performance in respect of its most recently completed fiscal year, unaudited financial statements for a six month period subsequent to such fiscal year and the semi-annual management report of fund performance for such subsequent six month period, if any, and such Fund’s current fund facts or summary disclosure documents, if any.

**“Employment Agreements”** means a written employment and non-competition agreement between the Purchaser and Greg Taylor on terms mutually agreed to by the parties thereto and at least as favourable to the Purchaser as the terms of such employee’s current agreement with LOGiQ or a Vendor.

**“Encumbrance”** means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, option, right of pre-emption, privilege or any matter capable of registration against title or affecting the right, title or interest in or to any particular property or any contract to create any of the foregoing.

**“Equity Interests”** means, with respect to any Person, any and all shares, units, trust units, partnership or other interests, participations or other equivalent rights in that Person’s equity or capital, however designated and whether voting or non-voting.

**“ETA”** means Part IX of the *Excise Tax Act* (Canada).

**“Fund Circular”** means a joint management information circular of the Funds to be prepared in accordance with Applicable Law, to be sent to the unitholders or the shareholders of the Funds in connection with the Fund Meetings.

**“Fund Contracts”** means, collectively, the custodian agreement, the registrar and transfer agency agreements, any valuation services agreement, fund services agreement, forward agreement, credit agreement, securities lending agency agreement, license agreement, investment advisory agreement, investment sub-advisory agreement and any agreement relating to derivatives or hedging transactions to which a Fund is a party, as set out in Schedule 1.1B for each Fund.

**“Fund Corporation”** means LOGiQ Mutual Funds Limited, a mutual fund corporation within the meaning of the Tax Act.

**“Fund Meeting”** means the meeting of the unitholders or the shareholders of a Fund, including any adjournment or postponement thereof, to be called and held in accordance with this Agreement and the Fund’s Constatng Documents to consider and, if deemed advisable by the unitholders or the shareholders, approve the matters set forth in Schedule 1.1C for each Fund.

**“Fund Meeting Materials”** means, in respect of a Fund, a written notice of the Fund Meeting together with the Fund Circular and any other written materials to be sent to unitholders or shareholders of such Fund in connection with the Fund Meeting as required under the Fund’s Constatng Documents or otherwise.

**“Fund Prospectuses”** means, collectively, each long form prospectus and current annual information form or current simplified prospectus and annual information form filed with any of the Canadian securities administrators.

**“Fund Shares”** has the meaning attributed to that term in Section 2.1(b).

**“Fundamental Representations”** means the representations and warranties of the Vendors contained in Sections 6.1(a), 6.1(b), 6.1(c), 6.1(d), 6.1(h) and 6.1(w), the representations and warranties of LOGiQ contained in Sections 6.2(a), 6.2(b), 6.2(c), 6.2(d), 6.2(h) and 6.2(j), the representations and warranties of the Purchaser contained in Sections 6.3(a), 6.3(b), 6.3(c), 6.3(d) and 6.3(h).

**“Funds”**, and each a **“Fund”**, means, collectively, the LC Funds, the LAM Funds and the LOGiQ Credit Opportunities Fund.

**“Governmental Authority”** means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal, or other political

jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal, self-regulatory body or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.

“**HST**” means the goods and services tax and harmonized sales tax imposed under the ETA and any similar value-added or multi-staged tax imposed under any applicable provincial or territorial legislation.

“**IFRS**” means, with respect to any Person, International Financial Reporting Standards developed by the International Accounting Standards Board and adopted or required to have been adopted by the Person.

“**Indemnified Party**” has the meaning attributed to that term in Section 9.4(a).

“**Indemnifying Party**” has the meaning attributed to that term in Section 9.4(a).

“**Interim Period**” means the period from the date of this Agreement to the Closing Date.

“**IRC**” means the Independent Review Committee for each of the Funds established pursuant to NI 81-107.

“**LAM Funds**”, and each a “**LAM Fund**”, means, collectively, each of the Funds listed on Schedule 1.1A under the heading “LAM Funds”, each an investment trust or class of shares of a corporation established under the laws of Ontario pursuant to the Constatng Documents of the Funds.

“**LC Funds**”, and each a “**LC Fund**”, means, collectively, each of the Funds listed on Schedule 1.1A under the heading “LC Funds”, each an investment trust or class of shares of a corporation established under the laws of Ontario pursuant to the Constatng Documents of the Funds.

“**LOGiQ**” means LOGiQ Asset Management Inc.

“**Losses**” means, in respect of any matter, all demands, assessments, losses, damages, liabilities, deficiencies, costs and expenses of whatever kind (including all reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, and the reasonable out-of-pocket cost of enforcing any right to indemnification hereunder) arising as a consequence of that matter, excluding consequential loss, loss of profit, any claim for diminution in value and punitive damages, except in the case of fraud or to the extent actually awarded in a judgement by a court of competent jurisdiction to a Governmental Authority or other third-party.

“**LCP**” means LOGiQ Capital Partners Inc.

“**LCP Shares**” has the meaning attributed to that term in Section 2.1(b).

**“Management Agreement”** means, with respect to a Fund, the management agreement between LAM or LC, as applicable, and the Fund and shall include the declaration of trust where the manager of the Fund is appointed pursuant to the declaration of trust.

**“Management Fees”** has the meaning attributed to that term in Section 7.9.

**“Material”** means of such a nature or amount as would reasonably be regarded as significant in relation to the management of the Funds, but not in relation to the Vendors or the Purchaser, as applicable, and **“Materially”** has a corresponding meaning.

**“Material Adverse Change”** means (a) with respect to the Vendors, in the aggregate any change, effect, event or circumstance relating to the business, financial condition, assets or operations of the Vendors, in respect of their management of such Funds that individually, or in the aggregate, has, or would be expected to have, (i) a material adverse effect on the business, operations, assets, liabilities, results of operations or condition (financial or otherwise) of the Vendors as it relates to the management of Funds, or (ii) the ability of a Vendor or LOGiQ to consummate the transactions contemplated hereby, and (b) with respect to the Funds, a change or changes in the business, financial condition, assets or operations of the Funds, that individually, or in the aggregate, have, or would be expected to have, a material adverse effect on the ability of the Funds to conduct their business after the Closing Time; provided, however, that in no event will any of the following changes, effects, events, circumstances, conditions or developments be deemed to constitute, or be taken into account in determining whether there has been or will be, a “Material Adverse Change” with respect to the Vendors or the Funds, as applicable: (A) any change, effect or circumstance relating generally to financial markets or general political, legal or economic conditions; (B) any adverse change, effect or circumstance relating to conditions generally affecting the industry in which the Funds operate; (C) war, act of terrorism, civil unrest or similar event; or (D) any change, effect or circumstance caused by the announcement, execution, negotiation or performance of this Agreement or the completion of the Transactions contemplated by this Agreement and the Transaction Documents.

**“NI 31-103”** means National Instrument 31-103 - *Registration Requirements, Exemptions, and Ongoing Registrant Obligations of the Canadian Securities Administrators*.

**“NI 81-102”** means National Instrument 81-102 - *Investment Funds of the Canadian Securities Administrators*.

**“NI 81-106”** means National Instrument 81-106 - *Investment Fund Continuous Disclosure of the Canadian Securities Administrators*.

**“NI 81-107”** means National Instrument 81-107 - *Independent Review Committee for Investment Funds of the Canadian Securities Administrators*.

**“OM Funds”** means LOGiQ Credit Opportunities Fund and LOGiQ Select Equity Fund.

“**Ordinary Course**” means, with respect to an action taken by a Person, that the action is consistent with the past practices of the Person and is taken in the normal day-to-day business operations of the Person.

“**OSC**” means the Ontario Securities Commission.

“**Parties**” means, collectively, the Vendors, the Purchaser and LOGiQ, and “**Party**” means any one of them.

“**Permits**” means franchises, licences, qualifications, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from or required by a Governmental Authority.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other juridical entity.

“**Purchased Shares**” has the meaning attributed to that term in Section 2.1(b).

“**Purchaser**” means Purpose Investments Inc.

“**Purchaser Appointments**” means the written acceptance by the Purchaser of the appointment by the Vendors of the Purchaser as trustee and/or manager and/or portfolio manager of each of the Funds in accordance with the Constating Documents or Management Agreement.

“**Purchaser Indemnified Parties**” has the meaning attributed to that term in Section 9.1.

“**Purchaser’s Counsel**” means Osler, Hoskin & Harcourt LLP, or other counsel selected by the Purchaser.

“**Redeemed AUM**” has the meaning attributed to that term in Section 2.2(a).

“**Representatives**” means, with respect to any Party, its Affiliates and, if applicable, its and their respective directors, officers, employees, agents and other representatives and advisors.

“**Shareholder Circular**” means a management information circular of LOGiQ to be prepared in accordance with Applicable Law, to be sent to the shareholders of LOGiQ in connection with the Shareholder Meetings.

“**Shareholder Meeting**” means the meeting of the shareholders of a LOGiQ, including any adjournment or postponement thereof, to be called and held in accordance with this Agreement, the Constating Documents of LOGiQ and Applicable Law, to consider and, if deemed advisable by the shareholders, approve the Transactions.

**“Shareholder Meeting Materials”** means a written notice of the Shareholder Meeting together with the Shareholder Circular and any other written materials to be sent to shareholder of LOGiQ in connection with the Shareholder Meeting as required under the Constatng Documents of LOGiQ, Applicable Law or otherwise.

**“Sub-Advisory Agreements”** means the existing sub-advisory agreements between a Vendor and each of Voya Investment Management Co. LLC (“**Voya**”), ING Investment Management Co. LLC, Macquarie Capital Investment Management LLC, OFI Steelpath (Oppenheimer), Manitou Investment Management Ltd., and Kawartha Asset Management Inc.

**“Support Agreement”** means a support agreement between FS Group Holdings Ltd. and LOGiQ dated the date hereof, pursuant to which FS Group Holdings Ltd. has agreed to support and vote in favour of the Transactions at the Shareholder Meeting.

**“Tax Act”** or any reference to a specific provision thereof means the *Income Tax Act* (Canada) and any regulations thereunder.

**“Tax Return”** means all returns, declarations, designations, forms, elections, schedules, reports and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Taxes.

**“Taxes”** means taxes, duties, fees, premiums, assessments, imposts, levies and other similar charges imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof and whether disputed or not (including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, valued-added, excise, stamp, withholding, premium, business, franchising, property, employer health, payroll, employment, health, social services, education and social security taxes, surtaxes, customs duties and import and export taxes, licence, franchise and registration fees and employment insurance, health insurance and Canada, Québec, other government pension plan and worker’s compensation premiums or contributions), and **“Tax”** has a corresponding meaning.

**“Term Sheet”** means the term sheet, dated August 14, 2017, among the Purchaser and LOGiQ.

**“Third-Party Claim”** has the meaning attributed to that term in Section 9.6(a).

**“Threshold Amount”** has the meaning attributed to that term in Section 2.2(a).

**“Total Purchase Price”** has the meaning attributed to that term in Section 2.2(e).

**“Transaction Documents”** means this Agreement and the other contracts, agreements, instruments, certificates and other documents required to be delivered at Closing.

**“Transactions”** means all of the transactions set forth on Schedule 2.1 and with respect to a particular Fund, the transactions relating to such Fund, as applicable.

“**Transmission**” has the meaning attributed to that term in Section 10.13(a).

“**Vendor Indemnified Parties**” has the meaning attributed to that term in Section 9.2.

“**Vendor Payment Obligation**” has the meaning attributed to that term in Section 9.9(a).

“**Vendor Recommendation**” has the meaning attributed to that term in Section 3.2.

“**Vendor Resignations**” means the written resignations of the Vendors as trustee and/or manager and/or portfolio manager of each of the Funds or the assignment by a Vendor of the Management Agreement in respect of a fund and subsequent appointment of the Purchaser as trustee and/or manager and/or portfolio manager of each of the Funds, in accordance with the Constatng Documents or Management Agreement.

“**Vendors**” means, collectively, LAM and LC.

## **1.2 Construction.**

This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.

## **1.3 Certain Rules of Interpretation.**

In this Agreement:

- (a) the division into Articles and Sections and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (b) the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires:
  - (i) references to any Article, Section, Exhibit or Schedule are references to the Article or Section of, or Exhibit or Schedule to, this Agreement;
  - (ii) “including” or “includes” means “including (or includes) but is not limited to” and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;
  - (iii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”;
  - (iv) references to contracts or agreements are deemed to include all amendments, supplements, restatements and replacements to those contracts or agreements;

- (v) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time; and
- (vi) unless the context otherwise requires, words in the singular include the plural and vice-versa and words in one gender include all genders.

#### **1.4 Knowledge.**

In this Agreement, any reference to the knowledge of any Party means the actual knowledge of the directors and officers thereof after making reasonable inquiries, but without any requirement to make inquiries of third parties or any Governmental Authority, or to perform any search of any public registry office or system, and in any event without personal liability for any such knowledge.

#### **1.5 Computation of Time.**

In this Agreement, unless specified otherwise or the context otherwise requires:

- (a) a reference to a period of days is deemed to begin on the first day after the event that started the period and to end at 5:00 p.m. on the last day of the period, but if the last day of the period does not fall on a Business Day, the period ends at 5:00 p.m. on the next succeeding Business Day;
- (b) all references to specific dates mean 11:59 p.m. on the dates;
- (c) all references to specific times shall be references to local time in Toronto, Ontario; and
- (d) with respect to the calculation of any period of time, references to “from” mean “from and excluding” and references to “to” or “until” mean “to and including”.

#### **1.6 Performance on Business Days.**

If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day.

#### **1.7 Currency and Payment.**

In this Agreement, unless specified otherwise:

- (a) references to dollar amounts or “\$” are to Canadian dollars; and
- (b) subject to Applicable Law, any payment is to be made by negotiable cheque certified by a Canadian chartered bank or Canadian trust company, an official bank draft drawn on a Canadian chartered bank, wire transfer or any other method (other than cash payment) that provides immediately available funds.

## **1.8 Accounting Terms.**

In this Agreement, unless specified otherwise, each accounting term has the meaning assigned to it under IFRS.

## **1.9 Schedules.**

The following Schedules are attached to and form part of this Agreement:

Schedule 1.1A	List of Funds
Schedule 1.1B	List of Fund Contracts
Schedule 1.1C	List of Matters to be Considered at Fund Meetings
Schedule 2.1	List of Closing Transactions
Schedule 4.2(d)	Form of Vendor's Bring Down Certificate
Schedule 4.3(d)	Form of Purchaser's Bring Down Certificate
Schedule 5.1(b)	List of Approvals Required from Governmental Authorities to be obtained by Vendor
Schedule 5.1(f)	List of Required Approvals (other than Governmental Approvals)
Schedule 5.2(c)	List of Approvals Required from Government Authorities to be obtained by Purchaser
Schedule 6.1(e)	Purchased Shares
Schedule 6.1(m)	Termination Requirements and Consents under Fund Contracts and Declaration of Trust
Schedule 6.1(o)	Net Asset Value Calculations

## **ARTICLE 2 PURCHASE AND SALE**

### **2.1 Agreement to Implement Transactions.**

Subject to the terms and conditions of this Agreement, at Closing:

- (a) the Vendors shall (i) sell, assign and transfer to the Purchaser such Vendor's right to act as a trustee and/or manager and/or portfolio manager of the applicable Funds under the Constatting Documents, including the Books and Records, and the Purchaser shall purchase, acquire and accept such rights to act as a trustee and/or manager and/or portfolio manager of such Funds, and (ii) take or cause to be taken by its Affiliates, as applicable, such other actions set forth on Schedule 2.1 in the order and manner contemplated by such Schedule 2.1 (the "**Asset Purchase**");

- (b) LC shall sell all of the common shares and all of the Class A shares in the capital of Fund Corporation that it holds, being three common shares and 200 Class A shares (collectively, the “**Fund Shares**”), free and clear of all Encumbrances; and
- (c) LOGiQ shall sell all of its shares in the capital of LCP that it holds, representing 51% of the outstanding voting securities of LCP (the “LCP Shares” and, together with the Fund Shares, the “Purchased Shares”) to the Purchaser and the Purchaser shall purchase the Purchased Shares, free and clear of all Encumbrances (the “LCP Purchase”),  
  
(collectively, the “Transactions”).

## 2.2 Purchase Price.

- (a) The purchase price payable by the Purchaser to LAM and LC in consideration of the Asset Purchase and to LOGiQ in consideration of the LCP Purchase, respectively at Closing shall be an amount equal to \$32,913,872.54, (the “**2.2(a) Purchase Price**”), provided that the 2.2(a) Purchase Price payable to the Vendors will be reduced if (i) the aggregate redemption price for all units or shares of the Funds tendered for redemption during the period commencing on the date hereof and ending on November 22, 2017 less (ii) the sum of, for each class or series of units or shares of each Fund in respect of which approval by the securityholders of such Fund of the Transactions at the Fund Meetings is obtained (“Approved Funds”), the positive amount if any by which the net asset value per unit or share on the second trading day prior to the Closing Date (the “Measurement Date”) exceeds the net asset value per unit or share on the second trading day prior to the date hereof, multiplied by the number of units or shares of such class or series outstanding on the Measurement Date (the “**Aggregate Adjustment Amount**”) exceeds \$50 million (the “**Threshold Amount**”). In such case, the 2.2(a) Purchase Price shall be reduced by an amount equal to 2.6% multiplied by the amount, if any, by which the Aggregate Adjustment Amount exceeds the Threshold Amount.
- (b) In addition to the adjustments contemplated in Section 2.2(a), the 2.2(a) Purchase Price payable to a Vendor shall be reduced by an amount equal to 2.6% multiplied by the AUM as of the last Business Day before the date of this Agreement of any Fund of such Vendor in respect of which approval by the securityholders of such Fund of the Transaction at the Fund Meetings is not obtained prior to Closing.
- (c) In no event shall the 2.2(a) Purchase Price exceed \$32,913,872.54.
- (d) The purchase price payable by the Purchaser to LC at Closing in consideration for the Fund Shares shall be an amount equal to \$1.00 (the “**2.2(d) Purchase Price**”);
- (e) The purchase price payable by the Purchaser to LOGiQ at Closing in consideration of the LCP Shares shall be an amount equal to \$1.00 (together with the 2.2(a) Purchase Price and the 2.2(d) Purchase Price, the “**Total Purchase Price**”).

- (f) One dollar of the Total Purchase Price is in respect of or allocable to the non-competition and non-solicitation covenant in Section 7.6.

### **2.3 Payment of Closing Purchase Price.**

At Closing, the Purchaser shall pay and satisfy the Purchase Price, plus applicable HST, in cash by wire transfer to the Vendors pursuant to wire transfer instructions provided by the Vendors to the Purchaser at the Closing Date.

### **2.4 Taxes.**

The Purchaser shall be liable for and shall pay directly to the Vendors all HST properly payable by the Purchaser in connection with the completion of the Transactions. Such amount shall be paid to the Vendors no later than the 15<sup>th</sup> day of the month following the month in which the Closing occurs. Any amount paid by the Purchaser to the Vendors under this Section 2.4 shall be remitted by the Vendors to the appropriate Governmental Authority as required by Applicable Law and the Vendors shall, if requested by Purchaser, use its commercially reasonable efforts to assist the Purchaser in obtaining any refund payable to the Purchaser in connection with HST properly paid.

### **2.5 Liabilities.**

The Vendors shall be responsible for any liabilities and expenses relating to the Funds accruing prior to or in connection with Closing (including all Fund expenses of the Funds that the applicable Vendor has agreed to bear as set forth in the applicable Fund prospectus), or for which the events that gave rise to the liability or expense occurred prior to or in connection with Closing, and the Purchaser shall be responsible for any liabilities and expenses relating to the Funds for which the events that gave rise to the liability or expense occurred from and after Closing and accruing from and after Closing. For the avoidance of doubt, (i) in the event that Purchaser or its Affiliates enters any agreements with new service providers in respect of the Funds prior to or in connection with Closing, whether on behalf of a Fund or otherwise, Purchaser shall be liable for all expenses and liabilities arising or otherwise incurred in connection therewith, and (ii) notwithstanding anything herein to the contrary, Vendors shall be responsible for all costs and expenses (including any conversion costs or termination fees payable under the Funds Contracts) relating to the performance of its obligations under this Agreement, including, but not limited to, the proper transfer of Books and Records and costs that may be charged by such Vendor's and/or a Fund's service providers in transferring data and information to Purchaser's service providers in connection with Closing.

## **ARTICLE 3 PRE-CLOSING ARRANGEMENTS**

### **3.1 Meetings.**

- (a) The Vendors shall, at their sole expense, cause each of the Funds to immediately:
  - (i) call, convene and hold Fund Meetings for each Fund, in accordance with Applicable Law and the Constating Documents, as applicable, as soon as

reasonably practicable and in any event by no later than November 15, 2017 and in the event any Fund Meeting is required to be postponed for lack of quorum, reconvene such Fund Meeting as soon as permissible in accordance with the Constating Document of the applicable Fund. Notwithstanding the foregoing, LOGiQ and the Purchaser agree that the fees of LOGiQ's counsel (including taxes and disbursements) incurred in connection with the preparation of the Fund Circular shall be borne as to 50% by each of LOGiQ and the Purchaser, provided that Purpose shall not be required to pay in excess of \$112,500 pursuant to this Section 3.1(a);

- (ii) except as otherwise required for quorum purposes or by Applicable Law, not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) or fail to call or hold the Fund Meetings without the prior written consent of the Purchaser;
  - (iii) to the extent possible, abridge the timing requirements contained in National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* as permitted by Section 2.20 thereof;
  - (iv) solicit from the unitholders or shareholders of each Fund proxies in favour of the Transactions that are the subject of the Fund Meetings as set forth in Schedule 1.1C; and
  - (v) take all such other commercially reasonable actions as may be necessary or desirable in furtherance of obtaining the approval of the Transactions that are the subject of the Fund Meetings by the unitholders or shareholders of the Funds.
- (b) LOGiQ shall, at its sole expense:
- (i) call, convene and hold the Shareholder Meeting, in accordance with LOGiQ's Constating Documents and Applicable Law as soon as reasonably practicable and in any event by no later than November 15, 2017 and in the event the Shareholder Meeting is required to be postponed for lack of quorum, reconvene the Shareholder Meeting as soon as permissible in accordance with the LOGiQ's Constating Documents;
  - (ii) except as otherwise required for quorum purposes or by Applicable Law, not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) or fail to call or hold the Shareholder Meeting without the prior written consent of the Purchaser;
  - (iii) to the extent possible, abridge the timing requirements contained in National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* as permitted by Section 2.20 thereof;
  - (iv) solicit from the shareholders of LOGiQ proxies in favour of the Transactions; and

- (v) take all such other commercially reasonable actions as may be necessary or desirable in furtherance of obtaining the approval of the Transactions.
- (c) LOGiQ shall, at its sole expense, take such action as it considers necessary or desirable in furtherance of obtaining the consent of the Debentureholders to the Transactions in accordance with the Debenture Indenture and Applicable Law.

### **3.2 Fund Meeting Materials.**

As promptly as reasonably and commercially practicable after the execution of this Agreement, the Vendors and LOGiQ shall, with the assistance of the Purchaser, prepare and complete the Fund Meeting Materials (and any amendments thereto) including a draft Fund Circular containing the recommendation of the board of directors of each Vendor that Fund securityholders vote in favour of the Transactions (each, a “**Vendor Recommendation**”). The Fund Circular shall be finalized and mailed to unitholders or shareholders as of the record date as soon as practicable after the date hereof. For the avoidance of doubt, the Fund Meeting Materials shall describe and seek approval from unitholders or shareholders of the matters set forth in Schedule 1.1C in compliance with Applicable Law. The Vendors shall consider any reasonable comments provided by the Purchaser and the contents of the Fund Meeting Materials shall be subject to the Purchaser’s approval, such approval not to be unreasonably withheld or delayed. The Purchaser shall, in response to any written request from the Vendors, provide in writing all information concerning itself and its Affiliates required to be included in the Fund Meeting Materials under Applicable Law. The Vendors shall mail the Fund Meeting Materials to unitholders or shareholders of the Funds and cause the Fund Meeting Materials to be filed with or submitted to applicable Governmental Authorities, each in accordance with the Constatting Documents of the Funds. The Vendors shall be responsible for all costs associated with the preparation of the Fund Meeting Materials and the Fund Meetings and any solicitation of proxies in connection therewith. The Vendors shall promptly notify the Purchaser if, at any time before Closing, it becomes aware that the Fund Circular or any of the Fund Meeting Materials, as the case may be, contains a misrepresentation or otherwise requires an amendment or supplement. The Vendors shall provide the Purchaser and Purchaser’s Counsel with a reasonable opportunity to review and comment on any such amendment or supplement to the Fund Circular or Fund Meeting Materials, as the case may be, and shall give reasonable consideration to any comments received from the Purchaser or Purchaser’s Counsel, as applicable, prior to such amendment or supplement being mailed or otherwise publicly disseminated. The Vendors shall thereafter promptly mail or otherwise publicly disseminate any such amendment or supplement to the Fund Circular or the Fund Meeting Materials, as the case may be, and, if required by securities laws, including the Securities Act, file the same with the applicable Governmental Authority and as is otherwise required.

### **3.3 Shareholder Meeting Materials.**

As promptly as reasonably and commercially practicable after the execution of this Agreement, LOGiQ shall prepare and complete the Shareholder Meeting Materials (and any amendments thereto) including a draft Shareholder Circular containing the Board Recommendation. The Shareholder Circular shall be finalized and mailed to the shareholders of LOGiQ as of the record date as soon as practicable after the date hereof. For the avoidance of doubt, the Shareholder Meeting Materials shall describe and seek approval from shareholders of the Transactions in

compliance with Applicable Law. LOGiQ shall consider any reasonable comments provided by the Purchaser and the contents of the Shareholder Meeting Materials shall be subject to the Purchaser's approval, such approval not to be unreasonably withheld or delayed. The Purchaser shall, in response to any written request from LOGiQ, provide in writing all information concerning itself and its Affiliates required to be included in the Shareholder Meeting Materials under Applicable Law. LOGiQ shall mail the Shareholder Meeting Materials to shareholders of LOGiQ and cause the Shareholder Meeting Materials to be filed with or submitted to applicable Governmental Authorities, each in accordance with Applicable Law. LOGiQ shall be responsible for all costs associated with the preparation of the Shareholder Meeting Materials and the Shareholder Meeting and any solicitation of proxies in connection therewith. LOGiQ shall promptly notify the Purchaser if, at any time before Closing, it becomes aware that the Shareholder Circular or any of the Shareholder Meeting Materials, as the case may be, contains a misrepresentation or otherwise requires an amendment or supplement. LOGiQ shall provide the Purchaser and Purchaser's Counsel with a reasonable opportunity to review and comment on any such amendment or supplement to the Shareholder Circular or Shareholder Meeting Materials, as the case may be, and shall give reasonable consideration to any comments received from the Purchaser or Purchaser's Counsel, as applicable, prior to such amendment or supplement being mailed or otherwise publicly disseminated. LOGiQ shall thereafter promptly mail or otherwise publicly disseminate any such amendment or supplement to the Shareholder Circular or the Shareholder Meeting Materials, as the case may be, and, if required by securities laws, including the Securities Act, file the same with the applicable Governmental Authority and as is otherwise required.

## **ARTICLE 4 CLOSING ARRANGEMENTS**

### **4.1 Closing.**

Subject to the satisfaction or waiver of the conditions set out in Article 5, Closing shall take place at the Closing Time at the offices of the Vendors' counsel in Toronto, Ontario or at such other place as may be agreed to by the Vendors and the Purchaser (which may include the exchange of documents and deliverables electronically).

### **4.2 Vendors' Closing Deliveries.**

At Closing, the Vendors shall deliver or cause to be delivered to the Purchaser the following:

- (a) the Books and Records of the Funds;
- (b) in respect of each of the Vendors and LOGiQ:
  - (i) a certificate of status or its equivalent under the laws of the jurisdiction governing such Party's corporate existence;
  - (ii) a certificate of incumbency; and
  - (iii) a copy certified by one of such Party's senior officers, of such Party's Constatng Documents and of the resolutions, in form and substance

satisfactory to the Purchaser, acting reasonably, of such Party's board of directors and shareholders authorizing, the execution, delivery and performance of this Agreement and the other Transaction Documents to be delivered by such Party at Closing;

- (c) certificates representing the Purchased Shares, accompanied by share transfer powers duly executed in blank or duly executed instruments of transfer, and all such other assurances, consents and other documents as the Purchaser may reasonably request to effectively transfer to the Purchaser title to the Purchased Shares free and clear of all Encumbrances;
- (d) a certificate of each of the Vendors and LOGiQ in respect of their respective representations and warranties set out in Section 6.1 and Section 6.2, and other obligations set out in this Agreement, substantially in the form of Schedule 4.2(d);
- (e) (i) evidence that each of the Approvals listed in Schedules 5.1(b) and 5.1(f), and each of the consents listed in Schedule 6.1(m) related to Closing, have been obtained in respect of the Funds and (ii) where applicable, evidence in form and substance reasonably satisfactory to Purchaser, acting reasonably that any termination fees or similar fees payable in respect of the termination of any Fund Contract of any Fund have been paid by the applicable Vendor in respect of the applicable Funds;
- (f) if required by the Constatting Documents of the Funds, a copy or copies of the Vendor Resignations in respect of the applicable Funds, duly executed by the applicable Vendor;
- (g) if required by the Constatting Documents of the Funds, a copy or copies of the Purchaser Appointments in respect of the applicable Funds, duly executed by the applicable Vendor; and
- (h) an invoice in respect of the HST payable relating to the Asset Purchase that contains all prescribed information to validly support the Purchaser's claim for an input tax credit or a refund under the *Excise Tax Act* (Canada) of such HST.

#### **4.3 Purchaser's Closing Deliveries.**

At Closing, the Purchaser shall deliver or cause to be delivered to the Vendors the following:

- (a) payment to the Vendors of the Purchase Price as provided for herein;
- (b) in respect of the Purchaser:
  - (i) a certificate of status or its equivalent under the laws of the jurisdiction governing its corporate existence;
  - (ii) a certificate of incumbency; and

- (iii) a copy certified by one of its senior officers, of its Constatng Documents and of the resolutions, in form and substance satisfactory to the Vendors, acting reasonably, of its board of directors authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to be delivered by the Purchaser, at such Closing;
- (c) evidence that each of the Approvals listed in Schedule 5.2(c) have been obtained;
- (d) a certificate of the Purchaser in respect of its representations and warranties set out in Section 6.3 and in respect of its covenants and other obligations set out in this Agreement, substantially in the form of Schedule 4.3(d);
- (e) a copy or copies of the Sub-Advisory Agreements in respect of the applicable Funds, duly executed by the Purchaser;
- (f) a copy or copies of the Employment Agreements, duly executed by the Purchaser; and
- (g) if required by the Constatng Documents of the Funds, the written acceptance of the Purchaser Appointments duly executed by the Purchaser.

## **ARTICLE 5 CONDITIONS OF CLOSING**

### **5.1 Purchaser's Conditions.**

The Purchaser shall be obliged to complete the Transactions at Closing only if each of the following conditions precedent has been satisfied at or before the Closing Time (each of which conditions precedent is acknowledged to be for the exclusive benefit of the Purchaser), unless otherwise waived in writing by the Purchaser:

- (a) other than the Fundamental Representations of the Vendors and LOGiQ, all of the representations and warranties of the Vendors and LOGiQ made in Section 6.1 and Section 6.2, respectively, shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Change) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Change) on and as of the date hereof and on and as of the Closing Time with the same effect as if made at and as of the Closing Time (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date); provided that, notwithstanding the foregoing, in each case, to the extent a representation and warranty expressly relates to a Fund, such representation and warranty shall be true and correct in respect of such Fund. The Fundamental Representations of the Vendors and LOGiQ shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Time with the same effect as if made at and as of the Closing Time (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date);

- (b) the Vendors and LOGiQ shall have complied with or performed in all material respects all of the obligations, covenants and agreements under this Agreement and the other Transaction Documents to be complied with or performed by the Vendors and LOGiQ, at or before the Closing Time, including those specified in Article 3; provided, that, with respect to obligations, covenants and agreements in this Agreement that are qualified by materiality, the Vendors or LOGiQ, as applicable, shall have performed such obligations, covenants and agreements, as so qualified, in all respects; provided further that in each case to the extent an obligation, covenant or agreement expressly relates to a Fund, such obligation, covenant or agreement shall have been complied with or performed in respect of such Fund;
- (c) the approval of the Transactions that are the subject of the Shareholder Meetings by the shareholders of LOGiQ shall have been obtained;
- (d) the consent of the Debentureholders to the Transactions shall have been obtained;
- (e) all Approvals required from all relevant Governmental Authorities to permit the completion of the Transactions, as set out in Schedules 5.1(b) and 5.2(c), shall have been obtained and evidence of those set out in Schedule 5.1(b) shall have been delivered to the Purchaser in accordance with Section 4.2(e);
- (f) the Approvals set out in Schedule 5.1(f) shall have been obtained and evidence thereof delivered to the Purchaser in accordance with Section 4.2(e);
- (g) all consents or approvals set out in Schedule 6.1(m) related to Closing shall have been obtained and evidence thereof delivered to the Purchaser in accordance with Section 4.2(e);
- (h) no legal or regulatory action or proceeding shall be pending or threatened by any Governmental Authority to enjoin, restrict or prohibit the completion of the Transactions;
- (i) there shall not have been any Material Adverse Change since the date of this Agreement;
- (j) there shall be in effect no injunction or restraining order issued preventing, and no pending or threatened Claim, against any Party, for the purpose of enjoining or preventing, the completion of the Transactions or otherwise claiming that this Agreement, any of the other Transaction Documents or the completion of the Transactions is illegal;
- (k) consents to the assignment of each of the Sub-Advisory Agreements to the Purchaser or an Affiliate shall have been obtained and executed and delivered by the sub-advisors thereunder;
- (l) the Employment Agreements shall have been executed and delivered by the parties thereto;

- (m) the Support Agreement shall not have been terminated, repudiated or breached;
- (n) the Vendors shall have delivered to the Purchaser duly executed copies of the Vendor Resignations and the Purchaser Appointments;
- (o) the aggregate AUM of the Funds in respect of which the securityholders have approved the Transactions that are the subject of the Fund Meetings, calculated on the last Business Day prior to Closing, shall be at least \$900,000,000 and the aggregate AUM of such Funds that are not closed-end funds shall be at least \$500,000,000;
- (p) shareholders or unitholders of LOGiQ High Income Fund, LOGiQ Strategic Yield Fund, LOGiQ MLP & Infrastructure Income Class and LOGiQ Special Opportunities Class shall have approved the Transactions at their respective Fund Meetings; and
- (q) the Vendors shall have delivered or caused to be delivered the other Closing deliveries set forth in Section 4.2.

## **5.2 Vendors' Conditions.**

The Vendors shall be obliged to complete the Transactions at Closing only if each of the following conditions precedent has been satisfied at or before the Closing Time (each of which conditions precedent is acknowledged to be for the exclusive benefit of the Vendors), unless otherwise waived in writing by the Vendors:

- (a) other than the Fundamental Representations of the Purchaser, all of the representations and warranties of the Purchaser made in Section 6.3 of this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof and on and as of the Closing Time with the same effect as if made at and as of the Closing Time, (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date); provided that, notwithstanding the foregoing, in each case to the extent a representation and warranty expressly relates to a Fund such representation and warranty shall be true and correct in respect of such Fund. The Fundamental Representations of the Purchaser shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Time with the same effect as if made at and as of the Closing Time (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct on and as of such earlier date);
- (b) the Purchaser shall have complied with or performed in all material respects all of the obligations, covenants and agreements under this Agreement and the other Transaction Documents to be complied with or performed by it at or before the Closing Time, including; provided, that, with respect to obligations, covenants

and agreements in this Agreement that are qualified by materiality, the Purchaser shall have performed such obligations, covenants and agreements, as so qualified, in all respects; provided further that in each case to the extent an obligation, covenant or agreement expressly relates to a Fund, such obligation, covenant or agreement shall have been complied with or performed in respect of such Fund;

- (c) the Approvals required from all relevant Governmental Authorities to permit the completion of the Transactions, as set out in Schedules 5.1(b) and 5.2(c), shall have been obtained and evidence of those set out in Schedule 5.2(c) shall have been delivered to the Vendors in accordance with Section 4.3(c);
- (d) the Approvals set out in Schedule 5.1(f) shall have been obtained;
- (e) all consents or approvals set out in Schedule 6.1(m) related to Closing shall have been obtained;
- (f) no legal or regulatory action or proceeding shall be pending or threatened by any Governmental Authority to enjoin, restrict or prohibit the completion of the Transactions;
- (g) there shall be in effect no injunction or restraining order issued preventing, and no pending or threatened Claim, against any Party, for the purpose of enjoining or preventing, the completion of the Transactions or otherwise claiming that this Agreement, any of the other Transaction Documents or the completion of the Transactions is illegal; and
- (h) the Purchaser shall have delivered or caused to be delivered the other Closing deliveries set forth in Section 4.3.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

### **6.1 Representations and Warranties of the Vendors.**

Except as otherwise agreed in writing on the date hereof, the Vendors represent and warrant to the Purchaser as follows and acknowledge that the Purchaser is relying on these representations and warranties in connection with the Transactions:

- (a) Organization and Status. LAM is incorporated and organized, and is validly subsisting, under its jurisdiction of incorporation and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction. LC is a general partnership properly formed and is validly subsisting under its jurisdiction of formation and is up-to-date in the filing of all required returns under the laws of that jurisdiction. The Vendors are duly registered as an investment fund managers with the OSC in accordance with the requirements of NI 31-103, such registrations are in full force and effect, neither of the Vendors is in default or breach of any condition of such registration and, to the knowledge of the Vendors, no proceeding is pending or threatened to revoke or limit such registration.

- (b) Corporate Power. The Vendors each have all necessary power and authority to own or lease or dispose of its respective undertakings, property and assets, to enter into this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by them, as applicable, and to perform their respective obligations hereunder and thereunder in accordance with the terms hereof and thereof.
- (c) Authorization. All necessary corporate or other action has been taken by the Vendors to authorize the execution and delivery of this Agreement, and has been taken by the Vendors to authorize the execution and delivery of the contracts, agreements and instruments required by this Agreement to be executed and delivered by either, as applicable, and the performance of their respective obligations hereunder and thereunder.
- (d) Enforceability. This Agreement has been duly executed and delivered by the Vendors and (assuming due execution and delivery by the Purchaser) is a legal, valid and binding obligation of the Vendors enforceable against them in accordance with their terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction. Each of the contracts, agreements and instruments required by this Agreement to be delivered by the Vendors will, at the Closing Time, have been duly executed and delivered by the Vendors, as applicable, and (assuming due execution and delivery by the other party or parties thereto) will be enforceable against the Vendors, as applicable, in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (e) Authorized and Issued Capital. The authorized and issued capital of the Fund Corporation consists of an unlimited number of shares designated as common shares, 200 non-voting non-participating Class A Shares and 1,000 classes of shares (each such class constituting a separate investment fund for purposes of NI 81-102 issuable in series and consisting of an unlimited number of shares, of which 6 common shares and 200 Class A Shares are issued and outstanding as at the date of this Agreement, exclusive of the shares representing separate investment funds. All of the Fund Shares and outstanding shares have been duly and validly issued and are outstanding as fully paid and non-assessable shares. As of the date hereof, the Fund Shares are owned by the Persons set out in Schedule 6.1(e) in the amounts set out under the column “Purchased Shares as of the date hereof”, being all of the Vendors who are owners of record. At Closing, all of the Fund Shares will be owned by the Persons set out in Schedule 6.1(e) in the amounts set out under the column “Purchased Shares as at Closing”. Upon Closing, the Purchaser shall own all of the Fund Shares owned by LC, free and clear of all Encumbrances other than Encumbrances granted by the Purchaser, if any.

- (f) Transfers of Fund Shares. All issuances and transfers of the Fund Shares made to any of the Vendors or any former shareholders were duly and validly effected and were effected in accordance with Applicable Law and the Constatng Documents of the Fund Corporation. All redemptions and repurchases of Fund Shares and any other shares in the capital of the Fund Corporation were duly and validly effected and were effected in accordance with Applicable Law and the Constatng Documents of the Fund Corporation.
- (g) No Other Agreements to Purchase. No Person has any contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a contract, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or unissued shares or other securities of the Fund Corporation or any of its subsidiaries (of which it has none), including the Fund Shares. No Person other than the Purchaser has any contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a contract for the purchase or acquisition from the Fund Contracts.
- (h) Bankruptcy. Neither of the Vendors is an insolvent Person within the meaning of the BIA and neither has made an assignment for the benefit of its respective creditors nor filed a proposal or notice of intention to make a proposal to its respective creditors or any class thereof pursuant to the BIA, and no application for a bankruptcy order has been presented or filed in respect of either. Neither of the Vendors has initiated proceedings with respect to a compromise or arrangement with its respective creditors or for its respective winding up, liquidation or dissolution including without limitation pursuant to the BIA, the *Companies' Creditors Arrangement Act* (Canada) or the *Winding-Up and Restructuring Act* (Canada). No receiver, interim receiver or receiver and manager has been appointed in respect of either of the Vendors or any of their respective undertakings, property or assets and no execution or distress has been levied on any of their respective undertakings, property or assets, nor have any proceedings been commenced in connection with any of the foregoing.
- (i) Absence of Conflict. Assuming receipt of all required Approvals referred to in Schedules 5.1(b), 5.1(f) and 5.2(c), the execution, delivery and performance by the Vendors of this Agreement and the completion of the Transactions will not (whether after the passage of time or notice or both), result in:
- (i) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of, any of the respective obligations of the Vendors, under:
    - (A) any contract to which either is a party or by which any of the Fund Contracts or the Management Agreements, as applicable, are bound or affected;

- (B) any provision of their respective Constatng Documents or resolutions of their boards of directors (or any committee thereof), shareholders or partners, as applicable;
  - (C) any judgement, decree, order or award of any Governmental Authority having jurisdiction over either of the Vendors;
  - (D) any Approval issued to either of the Vendors, or held by either, for their respective benefit or necessary to the ownership of the Fund Contracts; or
  - (E) any Applicable Law;
- (ii) the creation or imposition of any Encumbrance over any of the Fund Contracts; or
  - (iii) the requirement of any Approval from any of the creditors of the Vendors.
- (j) Litigation. There are no Claims (whether or not purportedly on its behalf) in progress, pending or outstanding or, to its knowledge, threatened against the Vendors which could affect the Fund Contracts, or the ability of the Vendors to perform their obligations under this Agreement. To the knowledge of the Vendors, there is no factual or legal basis on which any such Claim might be commenced against them with any reasonable likelihood of success.
  - (k) Residence. LAM is not a non-resident of Canada for purposes of the Tax Act and LC is a Canadian partnership for purposes of the Tax Act.
  - (l) No Expropriation. None of the Fund Contracts or the Books and Records have been taken or expropriated by any Governmental Authority nor has any notice or proceeding in respect thereof been given or commenced and, to the knowledge of the Vendor, there is no intent or proposal to give any such notice or commence any such proceeding.
  - (m) No Default Under Fund Contracts, Constatng Documents and Management Agreements. The Vendors have each performed in all material respects all of the obligations required to be performed by either, respectively, and each is entitled to all benefits under, and neither is in default or alleged to be in default in respect of, any provision of any of the Fund Contracts, Constatng Documents of the Funds and Management Agreements to which either is a party or by which either of the Vendors or the Fund Contracts, Constatng Documents of the Funds or Management Agreements are bound or affected. All Fund Contracts, Constatng Documents of the Funds and Management Agreements are in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default or Material default, respectively, thereunder. There is no dispute between the Vendors and any other party under any Fund Contract, Constatng Document of the Funds or Management Agreement and neither of the Vendors has received any notice of a

dispute. None of the Fund Contracts, Constatng Documents of the Funds or Management Agreements contain terms under which the execution or performance of this Agreement or the completion of the Transactions would give any other contracting party the right to terminate or adversely change the terms thereof or otherwise require the consent of any other Person, except as set forth in Schedule 5.1(b) or 6.1(m). None of such Fund Contracts or Management Agreements have been assigned in whole or in part to any Person.

- (n) No Other Business. Other than the Vendors' provision of management and investment advisory services to the Funds and the Vendors' business as an exempt market dealer, neither of the Vendors are engaged in any business or enterprise.
- (o) Funds.
  - (i) Each Fund is, and has been at all times since its creation been, a duly established trust or corporation created or incorporated and validly existing under the laws of the Province of Ontario having all necessary power, authority and capacity to own property and assets. Each Fund has made all required filings under Applicable Law. The nature or the place of operations or the location or character of the property owned or leased by each Fund does not require any registration, license or qualification of such Fund in any jurisdiction except such as have been obtained.
  - (ii) All outstanding shares or trust units of each Fund have been duly created and validly issued in accordance with the Constatng Documents or Management Agreement of such Fund, and are outstanding as fully paid and non-assessable securities.
  - (iii) The Funds:
    - (A) have only declared or made distributions or paid dividends (as the case may be) as contemplated by their respective Constatng Documents or Management Agreement; and
    - (B) have only carried on activities, or entered into contracts, commitments or transactions in accordance with the applicable Constatng Documents or Management Agreement, Fund Prospectuses and Disclosure Documents.
  - (iv) Each Fund that is structured as a trust currently meets, and at all relevant times since its creation has met, the requirements set out in the Tax Act to qualify as a "mutual fund trust". Each of the Fund Corporations currently qualifies and has at all relevant times since its creation qualified as a "mutual fund corporation" under the Tax Act. For each Fund, all Tax Returns and tax information slips required to be filed with the CRA and any other applicable taxation authorities prior to the Closing Date have been prepared in accordance with the Tax Act and all such tax information slips have been delivered to holders of securities thereof when required

under and in accordance with the Tax Act and any other applicable taxation laws (other than failures to make such deliveries arising from the return of correspondence by the post office as undeliverable by any reason and any inadvertent or immaterial omission to make such deliveries provided that any and all such omissions could not result in the application of a material amount of penalties and interest). For each Fund, distributions and allocations (as the case may be) have been made in such amounts to holders of securities thereof such that there is no liability (contingent or otherwise) in respect of any Fund to pay Taxes under the Tax Act (including any tax under section 122 of the Tax Act) for any prior completed taxation year. Each of the Fund Corporations has paid all Taxes required to be paid by it.

- (v) To the knowledge of the Vendors, there are no actions, suits or other proceedings or investigations or claims in progress pending or threatened in respect of any Fund in respect of any Taxes and, in particular, there are currently no outstanding reassessments or written inquiries which have been issued or raised by any Governmental Authority relating to any such Taxes and there are no outstanding issues which have been raised and communicated by any Governmental Authority regarding any Fund. To the knowledge of the Vendors, no Governmental Authority has challenged, disputed or questioned any of the Funds in respect of Taxes or of any returns, filings or other reports filed under any statute providing for Taxes. No Fund is negotiating any assessment or reassessment with any Governmental Authority. The Vendors are not aware of any contingent liabilities for Taxes or any grounds for an assessment or reassessment of any of the Funds. Neither of the Vendors has received any indication from any Governmental Authority that an assessment or reassessment of either of the Vendors is proposed in respect of any Taxes, regardless of its merits. No agreement or waiver extending the period for assessment, reassessment or collection of any Taxes relating to any Fund has been entered into or granted by or on behalf of a Fund with a Governmental Authority. To the knowledge of the Vendors, all amounts required to be withheld or collected and remitted in respect of the Funds in respect of any Taxes have been withheld or collected and remitted to the appropriate Governmental Authority when due. Each Fund has charged, collected and remitted on a timely basis all Taxes as required under Applicable Law on any sale, supply or delivery made by them.
- (vi) None of the Funds is, or has at any time been, a “financial institution” as defined in subsection 142.2(1) of the Tax Act and none of the Funds that is structured as a trust is, or has at any time been, a “SIFT Trust” as defined in section 122.1 of the Tax Act for purposes of the Tax Act. Each Fund has filed, in its first taxation year in which “Canadian securities” (as defined in the Tax Act) are disposed of, an election under section 39(4) of the Tax Act such that all of such Fund’s securities that are Canadian securities are deemed to be capital property of the Fund. None of the

Funds that is structured as a trust has elected pursuant to subsection 132.11(1) of the Tax Act to have a taxation year-end of December 15.

- (vii) The treatment under the Tax Act and any other Applicable Law of an investor in a Fund and the Vendors' administration of the Funds conforms with all representations of such treatment made in the Fund Prospectus or Disclosure Documents of the Fund.
- (viii) Each Fund is an "investment fund" within the meaning of Applicable Law and is in compliance in all material respects with any exemption or other orders or rulings obtained from or made by relevant securities regulatory authorities. The Vendors are, and their respective Affiliates have been, providing their respective services to the Funds in compliance with all Applicable Law of each jurisdiction in which securities of the Funds were offered for sale.
- (ix) To the knowledge of the Vendors, there is no current or pending dispute between the Funds and any other Person and the Funds have not received any notice of any dispute.
- (x) All resolutions of the Funds have been duly passed at meetings that were duly called and held or have been effected pursuant to validly executed written resolutions of the directors or shareholders, as applicable. The Vendors has made available to the Purchaser copies of all such resolutions.
- (xi) The accounting system for the Funds is complete and correct in all material respects.
- (xii) None of the Funds is a party to any contract or agreement other than the Fund Contracts and other than certain engagement letters with the Funds' auditor, agreements relating to any normal course issuer bid of the Funds, currency hedging contracts, option writing contracts, listing agreements with the Toronto Stock Exchange and agreements with CDS Clearing and Depository Services Inc. The Fund Contracts constitute all of the Material contracts or agreements entered into by the Funds or the Vendors in respect of the Funds, and constitute all of the contracts and agreements necessary for the due operation of the Funds in accordance with Applicable Law and their respective Constating Documents or Management Agreements. Each Fund Contract is consistent with the description thereof in the relevant Fund Prospectus and Disclosure Documents.
- (xiii) The Funds are not in default or breach of any Management Agreement or in Material breach or default of any other Fund Contract and, to the knowledge of the Vendors, other than as a result of entering into the Transactions, there exists no state of facts which, after notice or the

passage of time, or both, would constitute such a default or breach and the Funds are each entitled to all of their rights and benefits thereunder.

- (xiv) There are no agreements, options or rights pursuant to which the Vendors are or may become obligated to resign or has been required or requested to resign as investment fund manager of any of the Funds or appoint any successor.
- (xv) The Constating Documents or Management Agreements of each of the Funds, complete and accurate copies of which have been provided to the Purchaser, are in full force and effect and are not in the process of being amended. Where amendments and restatements, as the case may be, have been made to the initial Constating Documents or Management Agreement of any of the Funds, such amendments were made in compliance with all Applicable Law. Each of the Funds has complied with and continues to comply with the provisions of its respective current Constating Documents or Management Agreement, including its particular fundamental investment objectives and investment strategies.
- (xvi) Each Fund Prospectus constitutes or constituted, as the case may be, as at its respective date, full, true and plain disclosure of all material facts relating to the Fund and no Fund Prospectus contained, at the time securities of such Fund were sold to any Person under such Fund Prospectus, any misrepresentation (as such term is defined in the *Securities Act* (Ontario)).
- (xvii) The Disclosure Documents of the Funds contain no misrepresentations (as such term is defined in the *Securities Act* (Ontario)). Such Disclosure Documents comply in all material respects with Applicable Law. Complete and correct copies of the Disclosure Documents for each Fund and the Fund Contracts are available on SEDAR. Material change reports in respect of all material changes (as defined under Applicable Law) occurring to the Funds that are reporting issuers since the date of the most recent Disclosure Documents have been filed in accordance with Applicable Law.
- (xviii) Neither of the Vendors is a party to, bound or affected by or subject to any commitment, agreement or document containing any restrictive covenant relating to the Funds (other than any such covenants granted under this Agreement).
- (xix) Except for the Approvals set out in Schedule 5.1(b), there is no requirement under Applicable Law for any Fund to make any filing with, give any notice to or to obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governmental Authority as a condition to the lawful consummation of the Transactions contemplated by this Agreement.

- (xx) Except as otherwise disclosed in the Disclosure Documents, the Audited Fund Statements for each Fund were prepared in accordance with IFRS consistently applied and the requirements of NI 81-106, and such Audited Fund Statements fairly presented the financial condition of each Fund as at their respective dates or for the periods they cover. There has been no change in the accounting policies of any Fund since the date of such Audited Fund Statements except as set forth therein.
- (xxi) As at the date hereof, there has been no Material Adverse Change with respect to a Fund since the date of its Audited Fund Statements except such as have been reflected in a material change report.
- (xxii) There are no material liabilities of any nature, contingent or otherwise (including under guarantees or indemnity agreements) with respect to any Fund, other than those reflected or reserved against in the Audited Fund Statements of such Fund.
- (xxiii) Each Fund is a reporting issuer in, and is not in default in any material respect of any requirement of the securities laws of, each province and territory of Canada.
- (xxiv) Copies of any exemptive relief obtained under NI 81-102 or NI 81-106 or other Applicable Law with respect to a Fund have been provided to the Purchaser.
- (xxv) There is no action, suit, application, complaint, claim, proceeding or investigation pending or threatened in writing against or involving any of the Funds and, to the best of the Vendor's knowledge, no event has occurred which could reasonably be expected to give rise to any such action, suit, application, complaint, claim, proceeding or investigation. There is no judgment, decree, injunction, rule or order of any court, Governmental Authority, commission, board, bureau, agency or arbitrator outstanding against any Fund. There is no regulatory review proceeding or field audit pending or, to the best of the Vendor's knowledge, threatened, by or against any of the Funds. Neither of the Vendors nor any Fund has received any correspondence from any Governmental Authority, other than a Tax authority, involving any of the Funds within the past three years other than in connection with the qualification of securities of a Fund pursuant to a prospectus or routine audits or enquiries.
- (xxvi) The IRC for the Funds has been duly constituted in accordance with the requirements of NI 81-107. All conflict of interest matters required under NI 81-107 to be referred to the IRC by the Vendors as the investment fund manager of the Funds have been referred to the IRC for its recommendation or approval, as applicable, and the Vendors have not proceeded with any transaction or matter which the IRC did not conclude would achieve a fair and reasonable result for the securityholders of such

Fund. Copies of all current standing instructions issued by the IRC in respect of the Funds have been provided to the Purchaser.

- (xxvii) Other than the OM Funds, no securities of any Fund have been sold in Canada pursuant to any exemption from the prospectus requirements of Applicable Law in Canada (other than securities issued pursuant to the reinvestment of dividends or distributions made by the Fund). Any securities of a Fund issued from treasury to initial purchasers resident outside Canada have been sold in full compliance with, or pursuant to valid exemptions from, the Applicable Law of the country in which the purchaser of such securities resides and all required filings or registrations in respect of such sales outside Canada have been duly and effectively made in a timely manner.
- (xxviii) All requirements of the Toronto Stock Exchange in respect of the Funds have been observed in all material respects.
- (xxix) Each calculation of the net asset value per security of each Fund has been made in accordance with the requirements of NI 81-106 except to the extent valid exemptions from those requirements were provided by Canadian securities administrators or obtained in respect of a particular Fund; and no errors or omissions in such calculations were made in respect of the net asset value per security of any Fund where the extent of such error or omission exceeded 0.50% of the net asset value per security, properly calculated. Each calculation of a redemption price per Fund security based on trading prices or otherwise than net asset value has been duly and properly calculated and all redemption amounts owing to Fund securityholders who redeemed Fund securities that were due to be paid prior to the date hereof were duly paid, in each case in accordance with the Fund's respective Constating Documents or Management Agreement and consistent with the disclosure thereof made in the respective Fund Prospectus and Disclosure Documents.
- (xxx) Schedule 6.1(o) sets out for each Fund the total net asset value (expressed in Canadian dollars and determined in accordance with NI 81-106 and the applicable Constating Documents or Management Agreement) for such Fund. The information set forth in such Schedule is complete and accurate at the date hereof and will be updated to, and be complete and accurate as at, the date on which the net asset value of each Fund was most recently calculated immediately prior to Closing.
- (xxxi) All service fees or trailing commissions payable to any dealer in respect of securities of a Fund held by clients of such dealer to the date hereof that were due to be paid prior to the date hereof have been duly paid to the dealer entitled to receive the same. Neither of the Vendors nor any of their respective Affiliates has entered into any referral arrangements (within the meaning of such term in section 13.7 of NI 31-103) with respect to any of the Funds.

(xxxii) Except where the custodian or sub-custodian of a Fund is the legal owner of portfolio securities, each Fund is the legal and beneficial owner of the portfolio securities held by it and has good and marketable title thereto, in each case, free of all Encumbrances except for any Encumbrances granted under the Forward Agreements and to counterparties of the Fund pursuant to transactions described in Fund Prospectuses or Disclosure Documents. Each Fund has the exclusive right to possess and dispose of the portfolio securities held by it, and the investments of each Fund and their respective investment and borrowing practices comply with Applicable Law, the Fund Prospectuses, the Disclosure Documents and the Constating Documents or Management Agreement of each Fund, respectively.

(xxxiii) CIBC Mellon Trust Company holds all accounts, money on deposit or safety deposit boxes of the Funds, except Voya Floating Rate Senior Loan Fund, for which State Street Trust Company of Canada holds all accounts, money on deposit or safety deposit boxes, and Voya Diversified Floating Rate Senior Loan Fund, for which RBC Investor Services Trust holds all accounts, money on deposit or safety deposit boxes until September 12, 2017, at which time such accounts and monies will be transferred to State Street Trust Company of Canada.

- (p) Books and Records. The Vendors have made available to the Purchaser all Books and Records. The Books and Records fairly present and disclose the financial position of the Funds as at the date of this Agreement and all financial transactions of Funds have been accurately recorded in the Books and Records. The minute books of the Vendors and the Fund Corporations each contain true, accurate and complete records of all of their Constating Documents or Management Agreement and of every meeting, resolution and corporate action taken by their shareholders, their board of directors and every committee of either of them. All Books and Records are in the full possession and exclusive control of the Vendors or their Affiliates or agents.
- (q) Identity Verification, KYC and AML. Where necessary, the Vendors have gathered and maintain all required information and documentation about the Funds necessary to discharge their identity verification and know-your-client obligations under Applicable Law, and the Vendors are in compliance with all Applicable Law related thereto. The Vendors have filed all required Monthly Suppression of Terrorism and UN Sanctions Reports in the consolidated form with the OSC and has never filed a positive report.
- (r) Taxes. There are no outstanding or contingent liabilities for Taxes payable, collectable or remittable by the Vendors or the Funds, whether assessed or not, which may result in an Encumbrance on or other Claim against all or any part of the Fund Contracts or Fund assets or would otherwise adversely affect the Fund Contracts or Fund assets or would result in the Purchaser or the Funds becoming liable or responsible therefor.

- (s) Compliance with Applicable Law. The Vendors have managed the Funds pursuant to the Fund Contracts in compliance with Applicable Law in all Material respects.
- (t) Assets. The Vendors have, as of the Closing Time, good and marketable title to all the Fund Contracts, free and clear of any and all Encumbrances or Encumbrances that are released or discharged prior to the Closing Date. No Person other than the Vendors currently has any entitlement to, or claim upon, any portion of the fees receivable by the Vendors in connection with the services performed by them for the Funds except as disclosed in the Fund Prospectuses and Disclosure Documents. There is no agreement, option or other right or privilege outstanding in favour of any Person for the purchase of any of the Fund Contracts.
- (u) Undisclosed Liabilities. Neither of the Vendors has any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, nor is a party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the liabilities, obligations, indebtedness or commitments (whether accrued, absolute, contingent or otherwise) of any Person that would constitute a Material Adverse Change.
- (v) GST Registration. The Vendors are registered for purposes of the ETA and their GST registration numbers are 887322014 (LAM) and 833081078 (LC).
- (w) No Finder's Fees. Neither of the Vendors has taken, and neither of them will take, any action that would cause the Purchaser to become liable to any Claim for a brokerage commission, finder's fee or other similar arrangement.
- (x) Filings. None of the information regarding the Vendors, LOGiQ or any of the Funds supplied or to be supplied by the Vendors for inclusion in any application, filing or other document to be filed with any Governmental Authority in connection with this Agreement will, at the respective times such documents are filed with any such Governmental Authority, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

## **6.2 Representations and Warranties of LOGiQ.**

LOGiQ represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on these representations and warranties in connection with the Transactions:

- (a) Organization and Status. LOGiQ is a corporation validly existing under its jurisdiction of incorporation and is up-to-date in the filing of all corporate returns under the laws of that jurisdiction.

- (b) Corporate Power. LOGiQ has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is or will be a party, and to perform its obligations hereunder and thereunder in accordance with the terms hereof and thereof.
- (c) Authorization. All necessary corporate action has been taken by LOGiQ to authorize the execution and delivery of this Agreement and the other Transaction Documents to be executed and delivered by it and the performance of its obligations hereunder and thereunder.
- (d) Enforceability. This Agreement has been duly executed and delivered by LOGiQ and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of LOGiQ enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction. Each of the other Transaction Documents to be delivered by it will at the Closing Time have been duly executed and delivered by LOGiQ and (assuming due execution and delivery by the other party or parties thereto) will be enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (e) Authorized and Issued Capital. The authorized and issued capital of LCP consists of an unlimited number of common shares, of which 2,000 common shares are issued and outstanding as at the date of this Agreement. All of the LCP Shares and outstanding shares have been duly and validly issued and are outstanding as fully paid and non-assessable shares. As of the date hereof, the LCP Shares are owned by the Persons set out in Schedule 6.1(e) in the amounts set out under the column “Purchased Shares as of the date hereof”, being all of the Vendors who are owners of record. At Closing, all of the LCP Shares will be owned by the Persons set out in Schedule 6.1(e) in the amounts set out under the column “Purchased Shares as at Closing”. Upon Closing, the Purchaser shall own all of the LCP Shares, free and clear of all Encumbrances other than Encumbrances granted by the Purchaser, if any.
- (f) Transfers of LCP Shares. All issuances and transfers of the LCP Shares or any other shares in the capital of LCP made to LOGiQ or any former shareholders were duly and validly effected and were effected in accordance with Applicable Law and the Constatng Documents of LCP. All redemptions and repurchases of LCP Shares and any other shares in the capital of LCP were duly and validly effected and were effected in accordance with Applicable Law and the Constatng Documents of LCP.
- (g) No Other Agreements to Purchase. No Person has any contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a contract, including convertible securities, options, warrants or convertible

obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or unissued shares or other securities of LCP or any of its subsidiaries, including the LCP Shares.

- (h) Bankruptcy. LOGiQ is not an insolvent Person within the meaning of the BIA and has made no assignment for the benefit of its creditors nor filed a proposal or notice of intention to make a proposal to its respective creditors or any class thereof pursuant to the BIA, and no application for a bankruptcy order has been presented or filed in respect of it. LOGiQ has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its respective winding up, liquidation or dissolution including without limitation pursuant to the BIA, the *Companies' Creditors Arrangement Act* (Canada) or the *Winding-Up and Restructuring Act* (Canada). No receiver, interim receiver or receiver and manager has been appointed in respect of LOGiQ or any of its undertaking, property or assets and no execution or distress has been levied on any of its respective undertakings, property or assets, nor have any proceedings been commenced in connection with any of the foregoing.
- (i) Absence of Conflict. The execution, delivery and performance by LOGiQ of this Agreement, the other Transaction Documents and the completion of the Transactions does not and will not (whether before or after the passage of time or notice or both), result in:
- (i) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of, any of the obligations of LOGiQ, under:
    - (A) other than the Debenture Indenture, any material contract to which LOGiQ is a party or by which any of its undertakings, property or assets is bound or affected;
    - (B) any provision of its Constating Documents or resolutions of its boards of directors (or any committee thereof) or shareholders;
    - (C) any judgement, decree, order or award of any Governmental Authority having jurisdiction over LOGiQ;
    - (D) any Approval issued to, held by or for the benefit of, LOGiQ; or
    - (E) any Applicable Law; or
  - (ii) the requirement of any Approval from any of the creditors of LOGiQ;
- except, in the case of subsections (i)(i)(A) or (i)(ii), as would not be material to or affect the obligations or performance of LOGiQ under this Agreement.

- (j) No Finder's Fees. LOGiQ has not taken, and will not take, any action that would cause the Purchaser to become liable to any Claim for a brokerage commission, finder's fee or other similar arrangement.
- (k) Litigation. There are no Claims (whether or not purportedly on its behalf) in progress, pending or outstanding or to its knowledge, threatened against it which could affect its ability to perform its obligations under this Agreement. To its knowledge there is not any factual or legal basis on which such claims might be commenced with any reasonable likelihood of success.
- (l) Filings. None of the information regarding the Vendors, LOGiQ or any of the Funds supplied or to be supplied by LOGiQ for inclusion in any application, filing or other document to be filed with any Governmental Authority in connection with this Agreement will, at the respective times such documents are filed with any such Governmental Authority, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

### **6.3 Representations and Warranties of the Purchaser.**

The Purchaser represents and warrants to the Vendors and LOGiQ as follows and acknowledges that the Vendors and LOGiQ are relying on these representations and warranties in connection with the Transactions:

- (a) Organization and Corporate Power. The Purchaser is a corporation duly incorporated and organized, and is validly subsisting, under the laws of the Province of Ontario and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction. The Purchaser has all necessary corporate power and authority to become trustee and/or manager and/or portfolio manager of the Funds in connection with the Transactions, to enter into this Agreement and to perform its obligations hereunder. The Purchaser is duly registered as an investment fund manager with the OSC in accordance with the requirements of NI 31-103, such registration is in full force and effect, and the Purchaser is not in default or breach of any condition of such registration and, to the knowledge of the Purchaser, no proceeding is pending or threatened to revoke or limit such registration.
- (b) Authorization. All necessary corporate action has been taken by or on the part of the Purchaser to authorize the execution and delivery of this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.
- (c) Enforceability. This Agreement has been duly executed and delivered by the Purchaser and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally

and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction. Each of the contracts, agreements and instruments required by this Agreement to be delivered by the Purchaser will at the Closing Time have been duly executed and delivered by it and (assuming due execution and delivery by the other parties thereto) will be enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

- (d) Bankruptcy. The Purchaser is not an insolvent Person within the meaning of the BIA and has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. The Purchaser has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of it or any of its undertakings, property or assets and no execution or distress has been levied on any of its undertakings, property or assets, nor have any proceedings been commenced in connection with any of the foregoing.
- (e) Consents and Approvals. Except as set out in Schedules 5.1(b), 5.1(f) and 5.2(c), there is no requirement for the Purchaser to make any filing with or give any notice to any Governmental Authority or to obtain any Permit, as a condition to the lawful completion of the Transactions.
- (f) Absence of Conflict. Assuming receipt of all Approvals referred to in Schedules 5.1(b), 5.1(f) and 5.2(c), the execution, delivery and performance by the Purchaser of this Agreement and the completion of the Transactions will not (whether after the passage of time or notice or both), result in:
  - (i) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any of its obligation, under:
    - (A) any contract to which it is a party or by which any of its undertakings, property or assets is bound or affected;
    - (B) any provision of its Constatng Documents or resolutions of its board of directors (or any committee thereof) or shareholders;
    - (C) any Approval issued to, held by or for the benefit of, the Purchaser; or
    - (D) any Applicable Law; or
  - (ii) the requirement for any Approval from any creditor of the Purchaser.

- (g) Investment Canada Act. The Purchaser is a Canadian within the meaning of the *Investment Canada Act* (Canada).
- (h) No Finder's Fees. The Purchaser has not taken, and will not take, any action that would cause the Vendors or any of the Vendors' shareholders or partners, as applicable, to become liable to any Claim for a brokerage commission, finder's fee or other similar arrangement.
- (i) Litigation. There are no Claims (whether or not purportedly on its behalf) in progress, pending or outstanding or to its knowledge, threatened against it which could affect its ability to perform its obligations under this Agreement. To its knowledge there is not any factual or legal basis on which such claims might be commenced with any reasonable likelihood of success.

#### **6.4 Survival of Representations, Warranties and Covenants of the Vendors and LOGiQ.**

- (a) The representations and warranties of the Vendors and LOGiQ contained in this Agreement shall survive Closing and, subject to Section 6.4(c), shall continue for the benefit of the Purchaser Indemnified Parties until, but not beyond the second anniversary of the Closing Date; provided that the Fundamental Representations of the Vendors and LOGiQ shall survive indefinitely.
- (b) The covenants and other obligations of the Vendors and LOGiQ contained in this Agreement, to the extent that they have not been fully performed at or prior to the Closing Time, shall survive Closing and shall continue for the benefit of the Purchaser Indemnified Party.
- (c) Notwithstanding Section 6.4(a), a Claim with respect to any of the following matters may be made by a Purchaser Indemnified Party at any time, subject only to applicable limitation periods imposed by Applicable Law or as specified below:
  - (i) any Claim by a securities regulator or the current or former owner of any security issued by any of the Funds relating to events occurring prior to the Closing Time and while such owner owned such security;
  - (ii) any Claim for any breach by a Vendor of fiduciary duty relating to a Fund prior to the Closing Date or of its standard of care under its Constating Documents, Management Agreement or Applicable Law, prior to the Closing Date;
  - (iii) any Claim for any breach of any of the representations and warranties contained in this Agreement or in any contract, agreement, instrument, certificate or other document executed or delivered pursuant hereto involving fraud, fraudulent misrepresentation or wilful breach; or

- (iv) with respect to representations and warranties relating to Taxes in respect of taxation years ending on or before the Closing Date or a taxation year that includes the Closing Date, at any time before the date that is 90 days after the relevant Governmental Authorities are no longer entitled to assess or reassess the Funds in respect of the Taxes in question (determined without regard to any agreement made or waiver given after the Closing Date extending the period for assessment or reassessment of Taxes in respect of a Fund.)

## **6.5 Survival of the Representations, Warranties and Covenants of the Purchaser.**

- (a) The representations and warranties of the Purchaser contained in this Agreement shall survive Closing and shall continue for the benefit of the Vendors until, but not beyond the second anniversary of the Closing Date; provided that the Fundamental Representations of the Purchaser shall survive indefinitely.
- (b) The covenants and other obligations of the Purchaser contained in this Agreement, to the extent that they have not been fully performed at or prior to the Closing Time, shall survive Closing and shall continue for the benefit of the Vendor Indemnified Parties.
- (c) Notwithstanding Section 6.5(a), a Claim for any breach of any of the representations and warranties contained in this Agreement or in any contract, agreement, instrument, certificate or other document executed or delivered pursuant hereto involving fraud or fraudulent misrepresentation may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Applicable Law.

## **6.6 Termination of Liability.**

After the expiration of the respective survival periods referred to in Sections 6.4(a) and 6.5(a) (for the avoidance of doubt, subject to the exceptions contained in Section 6.4(c) and 6.5(c), respectively) no Party shall have any liability or obligations to the other Party in respect of any inaccuracy in or breach of any representation or warranty contained in this Agreement, except for (and only to the extent of) any Claim in respect of which the other Party has provided notice to the Party making that representation and warranty in accordance with Section 9.4 prior to the expiration of the applicable survival period, which Claim shall not thereafter be barred by the expiration of the relevant representation or warranty and such Claims shall survive until finally resolved, and in that event, only on the terms and conditions of and to the extent provided for in Article 9.

# **ARTICLE 7 COVENANTS**

## **7.1 Transfer of Documentation.**

- (a) On the Closing Date, the Vendors shall deliver, and shall cause to be delivered, to the Purchaser the Books and Records of the Funds. The Vendors may keep

copies of such documentation provided that it shall treat such copies as Confidential Information; provided that the Vendors shall not keep and shall promptly (and in no event later than five Business Days after the Closing Date) destroy any copies of the CRM database maintained by LOGiQ and the Vendors relating to the Funds, except to the extent such copies are retained in electronic form in back up servers, shall not be made available to any Person, and are deleted in accordance with normal policies with respect to the retention of electronic records.

- (b) The Purchaser shall preserve all such documents delivered to it in accordance with the Purchaser's document retention procedures, or such longer period as is required by Applicable Law, and, subject to the Constating Documents of the Funds and the Purchaser's privacy policy, Applicable Law and the Vendors or their authorized Representatives providing sufficient advance notice to the Purchaser, shall permit the Vendors or their authorized Representatives reasonable access thereto while those documents are in the possession or control of the Purchaser to the extent that such access is reasonably requested or required by the Vendors to perform their obligations under this Agreement or under Applicable Law but the Purchaser shall not be responsible or liable to the Vendors for, or as a result of any loss or destruction of or damage to, any such documents and other data unless such destruction, loss or damage is caused by the Purchaser's gross negligence or wilful misconduct.

## **7.2 Investigation.**

- (a) Subject to the Constating Documents of the Funds, the Vendors' respective privacy policies, Applicable Law and the Purchaser or its authorized Representatives providing sufficient advance notice to the Vendors, during the Interim Period, the Vendors shall permit the Purchaser's authorized Representatives to have reasonable access to the Books and Records that are not subject to solicitor-client privilege, to make such investigations of the Books and Records and the management of the Funds (including their legal, financial and tax condition and their compliance with Applicable Law) as the Purchaser reasonably requests, it being understood that those investigations will be carried out during normal business hours and without undue interference with the operations of the Vendors, and the Vendors shall use commercially reasonable efforts to facilitate those investigations and furnish copies of such Books and Records as may be reasonably requested by or on behalf of the Purchaser. Purchaser shall treat such documentation as Confidential Information.
- (b) Notwithstanding anything in this Agreement, none of the investigations, reviews, or meetings or other matters set out in this Section 7.2(b) is, or shall be deemed to be, a condition precedent to Closing.
- (c) For purposes of Article 9, the representations, warranties and covenants of the Indemnifying Party (including the disclosure schedules to this Agreement), and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of

the Indemnified Party (including by any of its Representatives), any notification pursuant to Section 7.8 or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known at any time that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Article 5.

### **7.3 Conduct Prior to Closing.**

Except as contemplated by this Agreement, without in any way limiting any other obligations of the Vendors hereunder, during the Interim Period:

- (a) the Vendors shall continue to act as trustee and/or manager and/or portfolio manager for the Funds and manage the Funds under the Constatting Documents of the Funds or the Management Agreements only in the Ordinary Course, and shall, without the prior written consent of the Purchaser, refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of the Vendors in this Agreement and, without limiting the generality of the foregoing, the Vendors shall, and shall cause each of the Funds to:
  - (i) not amalgamate, merge or consolidate with any Person;
  - (ii) not incur or assume any liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, except in the Ordinary Course;
  - (iii) not enter into any compromise or settlement of any litigation, proceeding or government investigation relating to the Funds;
  - (iv) not make any material modification to its accounting, software, or management practices, processes or systems;
  - (v) not terminate, cancel, modify or amend in any respect the Constatting Documents of the Funds or any Management Agreement or take or fail to take any action which could result in the termination, cancellation, modification or amendment of the Constatting Documents of the Funds or any Management Agreement;
  - (vi) perform all obligations under the Constatting Documents of the Funds or any Management Agreement in all material respects in accordance with its terms;
  - (vii) except as required by Section 7.3(f), not terminate, cancel, modify or amend in any respect, or take or fail to take any action which would entitle any party to any Fund Contract to terminate, cancel, modify or amend, any Fund Contract;
  - (viii) perform all obligations under each Fund Contract in all material respects in accordance with its terms;

- (ix) not make any change to the fee structure, expense accrual or allocation methodology or management fee rate in respect of any Fund, in each case in place as of the date hereof;
  - (x) not take any action in relation to any of the Funds which would constitute a material change with respect to any such Fund under NI 81-106;
  - (xi) not pay any dividend or make any other distribution in respect of any of the Funds in excess of the current normal course dividends or distributions other than dividends or distributions necessary to ensure the Funds are not liable for tax under the Tax Act;
  - (xii) not destroy the Books and Records, Constatng Documents of the Funds, Management Agreements, or Fund Contracts; and
  - (xiii) not agree, commit or enter into any understanding to take any actions enumerated in paragraphs (i) to (xii) of this Section 7.3(a);
- (b) the Vendors shall cooperate in good faith with the Purchaser to the extent the Purchaser reasonably requests information concerning the state of the Funds;
  - (c) to the extent permitted, LOGiQ and the Vendors shall vote or cause to be voted in favour of the Transactions to be voted upon at any Fund Meeting any units of the applicable Fund held by the LOGiQ and the Vendors or their respective Affiliates;
  - (d) the Vendors shall use their commercially reasonable efforts to obtain the consents listed in Schedule 6.1(m) related to Closing; and
  - (e) the Vendors shall use their commercially reasonable efforts to satisfy the conditions contained in Section 5.1 (including by facilitating the meetings referred to in Section 3.1(a)(i)).

#### **7.4 Approvals and Fulfilment of Conditions.**

- (a) Each Party shall promptly furnish to the other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions to any Governmental Authority in connection with this Agreement and the Transactions. Each Party shall promptly provide the other with draft copies of any and all filings and submissions with each Governmental Authority in connection with this Agreement and the Transactions and shall provide the other with a reasonable opportunity to comment upon any and all such draft copies.
- (b) Commencing forthwith after the date hereof, the Vendors and the Purchaser shall take all such actions as are within their respective reasonable power to control, and use commercially reasonable efforts to (i) cause other actions to be taken which are not within their respective power to control, so as to ensure compliance with each of the conditions and covenants set forth in Article 5 and Article 7

which are for the benefit of any other Party, and (ii) obtain, at or prior to the Closing Time, all Approvals set out in Schedules 5.1(b), 5.1(f), and 5.2(c) for all Funds.

## **7.5 Exclusive Dealings.**

During the Interim Period, neither LOGiQ, nor the Vendors, nor any of their respective Representatives will, directly or indirectly:

- (a) submit, solicit, initiate, encourage or discuss any proposal, offer or enquiry from any other Person relating to (A) any plan of arrangement, amalgamation, merger, consolidation, share exchange, recapitalization, reorganization, liquidation, or dissolution involving LOGiQ or any of its subsidiaries, (B) any sale of any material assets of LOGiQ or any of its subsidiaries outside the ordinary course of business, (C) any take-over bid for, or offer to acquire or subscribe for, any securities of LOGiQ or any of its subsidiaries or (D) any similar transaction or business combination involving LOGiQ or any of its subsidiaries (any proposal, offer or enquiry relating to the transactions described in (A) through (D) being an “**Acquisition Proposal**”);
- (b) enter into any agreement or commitment relating to any Acquisition Proposal; or
- (c) provide any information with respect to any Acquisition Proposal provided that nothing herein shall preclude LOGiQ, the Vendors or their respective Representatives from engaging in discussions with any third party regarding dealings in assets of LOGiQ that are not to be acquired by the Purchaser pursuant to the Transactions or other transaction premised on completion of the Transactions.

LOGiQ and its Representatives shall suspend all discussions with any third party regarding any Acquisition Proposal and disclose the identity of the Person that made the Acquisition Proposal and describe the nature and terms and conditions of the Acquisition Proposal.

## **7.6 Non-Compete; Non-Solicit.**

The Vendors and LOGiQ agree that neither the Vendors, LOGiQ nor any of their current or future Affiliates shall, directly or indirectly:

- (a) for a period commencing on the Closing Date and ending on the first anniversary of the Closing Date, engage in any Competing Activity. For the purpose of this provision, “Competing Activity” means engaging directly or indirectly in the business of acting as promoter (within the meaning of such term in the *Securities Act* (Ontario)), adviser, sub-adviser or investment fund manager or sub-manager, in each case, of any investment fund that is offered for purchase to retail investors, including, but not limited to, prospectus-qualified investment funds subject to NI 81-102 or NI 81-104. Notwithstanding the foregoing, neither the Vendors, LOGiQ nor any of their current or future Affiliates shall be precluded from any of the following actions:

- (i) engaging in any type of business, other than the Funds, that the Vendors or any of their respective Affiliates are engaged in, or beneficially own an interest in, as of the date hereof (regardless of the legal form or Person through which such business may be conducted from time to time);
  - (ii) engaging in any asset management activity (other than asset management activities which are for investment funds that are offered for purchase to retail investors);
  - (iii) engaging in the exercise of any rights or remedies in connection with any otherwise permissible activities of the Vendors or any of their respective Affiliates (whether such rights or remedies arise under any agreement relating to such activity, under Applicable Law or otherwise), including any foreclosure, realization or repossession or ownership or any collateral, business assets or other security; provided, that the Vendors shall, or shall cause their respective Affiliates to, as soon as reasonably practicable after acquiring assets constituting a Competing Activity as a result of any such activity, and on a basis consistent with maximizing value in the ordinary course, divest itself of such assets, unless the Vendors or such Affiliate, as the case may be, would otherwise not be prohibited from holding such assets pursuant to this Section 7.6;
  - (iv) beneficially owning any equity interest in any Person that engages in a Competing Activity as of the date hereof provided that it shall not disclose to any such Person any information concerning any Fund investor, client, dealer, advisor set out in the Books and Records;
  - (v) promoting any of the foregoing; or
- (b) for a period commencing on the Closing Date and ending on the third anniversary of the Closing Date, offer employment to, solicit for employment or services or otherwise entice away from the employment or service of the Purchaser or its Affiliates, any person or persons who are: (i) employed by the Purchaser or its Affiliates; or (ii) providing services to the Purchaser or its Affiliates on an exclusive basis, whether as an independent contractor or otherwise; whether or not such person or persons would commit any breach of his or her contract of employment or services by reason of leaving the service of the Purchaser or its Affiliates, including any portfolio manager or sub-advisor who has executed an Employment Agreement or Sub-Advisory Agreement, respectively.

## **7.7 Tax Election.**

At the request of a Vendor, the Purchaser will duly, within the prescribed time limits under section 56.4 of the Tax Act, make an election (including, where permitted any amended or late-filed elections) with the Vendor in prescribed form and manner (or where there is no prescribed form or manner in such other form and manner as is reasonable) under section 56.4 of the Tax Act, or as it may be subsequently amended, and under the analogous provisions of any applicable

provincial or territorial legislation, in respect of the restrictive covenants contained in Section 7.6 hereof to the extent such elections are available.

#### **7.8 Notice of Certain Events.**

From the date hereof until Closing, each Party shall promptly notify the other Parties in writing if (i) any representation or warranty made in this Agreement is likely to or will be untrue or incorrect, (ii) one or more of the conditions set forth in Article 5 will not be or is unlikely to be fulfilled at or prior to the Closing Time, (iii) any Person advises such Party that an Approval is or may be required in connection with this Agreement or any of the Transactions or (iv) such Party receives notice or other communication from any Governmental Authority in connection with this Agreement or the Transactions (other than notices and communications otherwise contemplated by the other provisions of this Agreement). The Vendors shall also immediately notify the Purchaser in writing if any Material Adverse Change has occurred or may occur with respect to the Funds or the Vendors.

#### **7.9 Accrued Fees.**

The Vendors acknowledge and agree that they shall be liable for Tax on the amounts accrued in respect of the period prior to the Closing Date under the Constatting Documents or the Management Agreements provided such Management Fees are paid to the Vendors. The Purchaser shall hold in trust for the benefit of the Vendors, and promptly pay to the Vendors, any payment received by the Purchaser for fees receivable by the Vendors in connection with the Constatting Documents or the Management Agreements or the services performed by the Vendors for the Funds (the “**Management Fees**”) accrued in respect of the period prior to the Closing Date. The Vendors shall hold in trust for the benefit of the Purchaser, and promptly pay to the Purchaser, any payment received by the Vendors for Management Fees accrued in respect of the period on and following the Closing Date. The Purchaser acknowledges and agrees that it shall be liable for Tax on the Management Fees accrued in respect of the period on and following the Closing Date, provided such Management Fees are paid to the Purchaser. The Vendors shall use its commercially reasonable efforts to close its accounts, make all accounts payable and collect all accounts receivable due to it for the period prior to the Closing Date, including the collection of any Management Fees accrued and payable to the Vendors.

#### **7.10 Performance Fees**

Until April 1, 2019 the Purchaser shall promptly pay to LOGiQ 10% of the performance fees actually received by the Purchaser in respect of LOGiQ Global Opportunities Class, LOGiQ Special Opportunities Class; LOGiQ Tactical Equities Class, LOGiQ Growth Class, LOGiQ Growth Fund and LOGiQ Select Equity Fund, to a maximum of \$600,000.

### **ARTICLE 8 TERMINATION**

#### **8.1 Termination of Agreement.**

This Agreement may be terminated:

- (a) at any time prior to the Closing Date by mutual written consent of the Vendors and the Purchaser;
- (b) by either the Vendors or the Purchaser by written notice to the other Parties, if Closing has not taken place on or before January 31, 2018 or such later date as the Vendors and the Purchaser may agree to in writing, except that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose failure to fulfill any of its obligations or a breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, Closing not occurring by January 31, 2018;
- (c) by either the Vendors or the Purchaser, by written notice to the other, if any event, fact or condition (including a breach of a material representation and warranty or covenant by the nonterminating party) occurs or exists which otherwise makes a condition precedent to the terminating party's obligations to consummate the Transactions not capable of being satisfied, and such event, fact or condition, if of a type that can be cured, shall not have been cured or waived by the non-terminating party within twenty Business Days of notice thereof from the terminating party, unless the occurrence or existence of such event, fact or condition shall be due to the failure of the terminating party to perform or comply with any of the agreements or covenants in this Agreement to be performed or complied with by such party prior to Closing;
- (d) by either the Vendors or the Purchaser in the event that (i) there is any Applicable Law that makes consummation of the Transactions illegal or otherwise prohibited or (ii) any Governmental Authority has issued an order restraining or enjoining the Transactions; or
- (e) by the Purchaser by written notice to the Vendors, if the Board Recommendation or a Vendor Recommendation is withdrawn or changed.

## **8.2 Effect of Termination.**

- (a) Any Party wishing to terminate this Agreement shall give five Business Days written notice of such termination to the other Party specifying in reasonable detail the basis for such Party's exercise of its termination right.
- (b) If this Agreement is terminated and the Transactions are abandoned as described in Section 8.1, then notwithstanding anything to the contrary in Sections 6.3 or 6.5, this Agreement shall become null and void and of no further force and effect, except for the provisions of this Section 8.2 and Article 10. Nothing in this Section 8.2 shall be deemed to release any party from any liability involving fraud or fraudulent misrepresentation.

## **8.3 Termination Payments.**

- (a) If this Agreement is terminated by the Purchaser pursuant to Section 8.1(c) in circumstances where as a result of a failure of a Vendor to perform or comply

with this Agreement except where such failure is the result of an event, fact or condition of a type that cannot be cured through no fault of the Vendor, a condition to Closing in favour of the Purchaser is not capable of being satisfied, or pursuant to Section 8.1(e), and, in either case, the Transaction is not consummated or is not capable of being consummated, the Vendors shall pay to the Purchaser, or as the Purchaser may direct, an amount equal to 3.5% of Purchase Price in the aggregate as liquidated damages in immediately available funds to an account designated by the Purchaser, within 10 Business Days following such termination.

- (b) Each of the Parties acknowledges that the agreements contained in this Section 8.3 are an integral part of the transactions contemplated by this Agreement and that, without those agreements, the Parties would not enter into this Agreement. Each Party acknowledges that all of the payment amounts set out in this Section 8.3 are payments of liquidated damages which are a genuine pre-estimate of the damages, which the Purchaser will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties. The Vendors and LOGiQ irrevocably waive any right they may have to raise as a defence that any such liquidated damages are excessive or punitive.

## **ARTICLE 9 INDEMNIFICATION**

### **9.1 Indemnification by the Vendors.**

Subject to this Article 9, each of the Vendors shall indemnify and save harmless the Purchaser, its Affiliates and its and their respective Representatives, successors and assigns (the “**Purchaser Indemnified Parties**”) from and against, and shall pay and reimburse each of them for, any and all Losses suffered or incurred by, or imposed upon, the Purchaser Indemnified Parties as a result of or arising directly or indirectly out of or in connection with:

- (a) any inaccuracy in or any breach by such Vendor of any representation or warranty of the Vendor contained in this Agreement, whether (x) as of the date such representation or warranty was made or (y) as if such representation or warranty was made on and as of the Closing Time (except (i) for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date and (ii) to the extent any representation or warranty expressly relates to a Fund, the inaccuracy in or breach of which with respect to any Fund will be determined only with reference to the Closing Time in respect of such Fund);
- (b) any breach or non-performance by such Vendor of any covenant or other obligation to be performed by the Vendor, or any Affiliate of the Vendor that is contained in this Agreement;

- (c) any liability for Taxes in respect of any taxation year or other period ended on or prior to the Closing Time, or any portion of a taxation year or other period up to and including the Closing Time, for which no adequate reserve has been provided and disclosed in the Audited Fund Statements;
- (d) any liabilities relating to the Constatting Documents, Management Agreements, the Fund Contracts or the Funds accruing on or prior to the Closing Time, or for which the events that gave rise to the liability occurred prior to the Closing Time;
- (e) any liabilities or Claims for breach by a Vendor prior to the Closing Time of a fiduciary duty or standard of care owing to a Fund; and
- (f) any liabilities or Claims by or related to or in connection with a securities regulator or a current or former owner of any security issued by any of the Funds relating to any matter occurring on or prior to the Closing Time and while such owner owned such Fund security.

## 9.2 Indemnification by the Purchaser.

Subject to this Article 9, the Purchaser shall indemnify and save harmless the Vendors, their respective Affiliates and the Vendors' and their respective Representatives, successors and assigns (the "**Vendor Indemnified Parties**") from and against, and shall pay and reimburse each of them for, any and all Losses suffered or incurred by, or imposed on, the Vendor Indemnified Parties as a result of or arising directly or indirectly out of or in connection with:

- (a) any inaccuracy of or any breach by the Purchaser of, any representation or warranty of the Purchaser contained in this Agreement, whether (x) as of the date such representation or warranty was made or (y) as if such representation or warranty was made on and as of the Closing Time (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);
- (b) any breach or non-performance by the Purchaser of any covenant or other obligation to be performed by it or any Affiliate of it that is contained in this Agreement; and
- (c) any liabilities relating to the Funds occurring after the Closing and for which the events that gave rise to the liability occurred after the Closing.

## 9.3 Monetary Limitation of Liability.

- (a) An Indemnified Party shall not be entitled to require payment of any amount by the Indemnifying Party on the indemnities contained in Sections 9.1(a) or 9.2(a), as applicable, until the aggregate of all such amounts for which the Indemnified Party would otherwise be entitled to require payment under such Sections exceeds [REDACTED] (the "**Deductible**"); provided, however, that the Deductible shall not apply to Losses related to Fundamental Representations, Losses for the indemnities provided for under Section 9.1(b) or Section 9.2(b) or Losses for the

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Commercially sensitive  
indemnification limit

indemnities provided for under Section 9.1(d) or Section 9.2(c). Once the Deductible has been exceeded, the Indemnified Party shall be entitled to require payment on such indemnities for all such Losses from the first dollar.

An Indemnified Party shall not be entitled to require payment of amounts by the Indemnifying Party on the indemnities contained in Sections 9.1(a), 9.1(b) or 9.2, as applicable, in the aggregate in excess of [REDACTED] of the amount of the Purchase Price actually paid to the Vendor.

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indemnification limit

- (b) For the avoidance of doubt, none of the limitations set forth in this Section 9.3 shall apply in the case of fraud, fraudulent misrepresentation or wilful breach.
- (c) Notwithstanding anything to the contrary in this Agreement, if any payment made as a consequence of the breach, modification or termination of this Agreement is deemed by the *Excise Tax Act* (Canada) to include HST, or is deemed by any applicable provincial or territorial legislation to include a similar value added or multi-staged tax, the amount of such payment shall be increased accordingly.

#### 9.4 Notice of Claim.

- (a) Reasonably promptly on becoming aware of any circumstances which have given or could give rise to a Claim of indemnification under this Article 9, the Party seeking indemnification under this Agreement (the “**Indemnified Party**”) shall notify the other Party from whom indemnification is sought (the “**Indemnifying Party**”) of such circumstances and, if applicable, such Claim. That notice shall specify whether the Losses arise as a result of a Claim by a Person against the Indemnified Party or whether the Losses do not so arise, and shall also specify with reasonable particularity (to the extent the information is available) the factual basis for the Claim and a good faith estimate of the amount of the Losses, if known. With respect to any Third-Party Claim against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party’s notice of the Claim shall be given to the Indemnifying Party promptly and in any event no later than 20 days after receipt of notice of such Third-Party Claim.
- (b) The failure to give prompt written notice of a Claim shall not relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits or causes the Indemnified Party to forfeit rights or defenses or is otherwise materially prejudiced by reason of such failure.

#### 9.5 Direct Claims.

With respect to any Claim between the Parties (a “**Direct Claim**”), following receipt of notice from the Indemnified Party of the Direct Claim, the Indemnifying Party shall have 30 days to respond to such Direct Claim in writing, and to thereafter make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of that investigation, the Indemnified Party shall make available to the Indemnifying Party copies of all material

information relied on by the Indemnified Party to substantiate the Direct Claim, together with such information as the Indemnifying Party or any of its professional advisors may reasonably request. If the Parties agree at or prior to the expiry of this 30-day period (or agree to any extension of this period) to the validity and amount of that Direct Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full amount as agreed to by the Parties of the Direct Claim. If the Indemnifying Party does not respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such Direct Claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

## **9.6 Third-Party Claims.**

- (a) With respect to any Claim made by a person that is not a Party or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a “**Third-Party Claim**”) against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnifying Party shall be entitled (but not required), at its expense, to participate in or assume the conduct of the negotiations, settlement or defence of the Third-Party Claim if, within 10 Business Days after receiving such notice described herein, the Indemnifying Party (i) gives written notice to the Indemnified Party stating that the Indemnifying Party would be liable or partially liable under the provisions thereof for indemnity in the amount of such claim, or a portion thereof, if such claim were valid and that the Indemnifying Party disputes and intends to defend against such claim, liability or expense at its own cost and expense, and (ii) provides assurances reasonably acceptable to such Indemnified Party that such indemnification will be paid fully and promptly if required and such Indemnified Party will not incur cost or expense during the proceedings; provided, that if the Indemnifying Party is the Vendor, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third-Party Claim that seeks an injunction or other equitable relief against the Indemnified Party.
- (b) If the Indemnifying Party elects to assume the conduct of the negotiations, settlement or defence of the Third-Party Claim, the Indemnifying Party shall be entitled to retain counsel on behalf of the Indemnified Party who is acceptable to the Indemnified Party, acting reasonably, to represent the Indemnified Party with respect to that Third-Party Claim. In any Third-Party Claim for which the Indemnifying Party elects to assume that conduct, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of that Third-Party Claim and to retain separate counsel to act on its behalf but the fees and disbursements of that counsel shall be at the expense of the Indemnified Party unless the Indemnifying Party has authorized the retention of that counsel or fails to diligently prosecute the defence of such Third-Party Claim; provided, that if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived,

the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required, acting reasonably on the advice of counsel.

### **9.7 Settlement of Third-Party Claims.**

If the Indemnifying Party fails to assume conduct of the defence of any Third-Party Claim or fails to diligently prosecute the defence of such Third-Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes conduct of the negotiation, settlement or defence of any Third-Party Claim, the Indemnifying Party shall not settle any Third-Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, that if the settlement proposed provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with the Third-Party Claim and does not impose any liability or the creation of a financial or other obligation or impose any other restriction on the part of the Indemnified Party, and the Indemnified Party does not consent to such settlement, then the liability of the Indemnifying Party shall be limited to the proposed amount and the Indemnified Party shall indemnify and save harmless the Indemnifying Party from and against any Losses resulting from or arising out of the failure of the Indemnified Party to consent to that settlement. For greater certainty, it is acknowledged by both Parties that it shall not be unreasonable for the Indemnified Party to withhold consent to the settlement of a Third-Party Claim that could reasonably result in reputational harm or requires the admission of fault by the Indemnified Party or restrict in any manner the ability of the Indemnified Party to engage in any lawful business.

### **9.8 Co-operation.**

The Indemnified Party and the Indemnifying Party shall co-operate in good faith with each other with respect to Third-Party Claims, and shall keep each other advised with respect to that Third-Party Claim (including supplying copies of all relevant documentation promptly as it becomes available). Where the defence of a Third-Party Claim is being undertaken and conducted by the Indemnifying Party, the Indemnified Party shall use all reasonable efforts to make available to the Indemnifying Party, at the request and expense of the Indemnifying Party, those employees of the Indemnified Party whose assistance, testimony or presence is reasonably necessary to assist the Indemnifying Party in evaluating and defending that Third-Party Claim.

### **9.9 LOGiQ Guaranty.**

- (a) LOGiQ hereby absolutely, unconditionally and irrevocably guarantees to the Purchaser Indemnified Parties the full due and punctual observance, performance and discharge by the Vendors of any obligations of the Vendors arising under this Article 9 (a “**Vendor Payment Obligation**”). LOGiQ shall be jointly and severally bound with the Vendors to the Purchaser Indemnified Parties for the performance of any Vendor Payment Obligation, and LOGiQ’s liability shall be that of a direct and primary obligor and not merely that of a surety.

- (b) If either of the Vendors defaults in the due performance of any Vendor Payment Obligation, LOGiQ shall forthwith upon demand in writing by the Purchaser pay to the Purchaser any amount so payable.
- (c) If the either of the Vendors defaults in any Vendor Payment Obligation, following delivery of the demand in Section 9.9(b), the Purchaser may proceed against LOGiQ as if LOGiQ were the such Vendor, without waiving any of its or their respective rights against such Vendor and without any requirement that the Purchaser shall first have proceeded against such Vendor or had recourse to or exhausted any of its or their respective remedies against such Vendor; provided that LOGiQ shall be entitled to the benefit of and be entitled to exercise any rights or defences available to a Vendor under this Agreement in respect of such Vendor Payment Obligation as if it was such Vendor.
- (d) The obligations of LOGiQ and the rights of the Purchaser under this Section 9.9 shall not be affected or in any way prejudiced or impaired by:
  - (i) any lack of validity or enforceability of any Vendor Payment Obligation;
  - (ii) any delay, neglect or forbearance by the Purchaser in enforcing performance by the Purchaser of any Vendor Payment Obligation;
  - (iii) the granting by the Purchaser to LOGiQ of any extension of time or other indulgence;
  - (iv) any want of notice to LOGiQ;
  - (v) any dealing between the Purchaser and either of the Vendors with or without notice to LOGiQ whereby the respective obligations and rights of the Purchaser or the Vendors are amended, provided any such amendment is made in accordance with the terms of this Agreement; or
  - (vi) any other act or failure by the Purchaser which would release, discharge or affect the obligations of LOGiQ if it were a mere surety,

with the intent that the guarantee of LOGiQ set out in Section 9.9(a) shall not be released or affected or the rights of the Purchaser in respect thereof in any way impaired until such time as this Agreement has been terminated in accordance with its terms.

#### **9.10 Exclusivity.**

Unless otherwise provided in this Agreement, the provisions of this Article 9 shall apply to any Claim (other than (a) a Claim for specific performance or injunctive relief, or (b) claims arising from fraud, criminal activity or willful misconduct on the party of a Party hereto in connection with the transactions contemplated by this Agreement) for breach of covenants, representation, warranty or other obligation or provision of this Agreement, with the intent that all such Claims and indemnities shall be brought only in accordance with the specific provisions of this Article 9.

Nothing in this Section 9.10 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Party's fraudulent, criminal or intentional misconduct.

## **ARTICLE 10 GENERAL**

### **10.1 Confidentiality of Information.**

- (a) For the purposes of this Section 10.1, "**Confidential Information**" of a Party at any time means all information relating to that Party which at the time is of a confidential nature (whether or not specifically identified as confidential), is known or should be known by the other relevant Party or its Representatives as being confidential, and has been or is from time to time made known to or is otherwise learned by the relevant other Party or any of its Representatives as a result of the matters provided for in this Agreement, and includes:
- (i) the existence and terms of this Agreement, the Term Sheet and of any other contract, agreement, instrument, certificate or other document to be entered into as contemplated by this Agreement;
  - (ii) a Party's business records; and
  - (iii) all Books and Records and all other information and documentation with respect to the Vendors and the Funds provided by the Vendors to the Purchaser and its Representatives, including all notes, analyses, compilations, studies, summaries and other material prepared by the Purchaser and its Representatives as a result of the Books and Records, information or documentation.

Notwithstanding the foregoing, Confidential Information does not include any information that at the time has become generally available to the public other than as a result of a disclosure by the other Party or any of its Representatives, any information that was available to the other Party or its Representatives on a non-confidential basis before the date of this Agreement or any information that becomes available to the other Party or its Representatives on a non-confidential basis from a Person (other than the Party to which the information relates or any of its Representatives) who is not, to the knowledge of the other Party or its Representatives, otherwise bound by confidentiality obligations to the Party to which the information relates in respect of the information or otherwise prohibited from transmitting the information to the other Party or its Representatives.

- (b) Each Party shall (and shall cause each of its Representatives to) hold in strictest confidence and not use in any manner, other than as expressly contemplated by this Agreement, all Confidential Information of the other Party.
- (c) Subject to Section 10.2, Section 10.1(b) shall not apply to the disclosure of any Confidential Information where that disclosure is required by Applicable Law. In

that case, the Party required to disclose (or whose Representative is required to disclose) shall, as soon as possible in the circumstances, notify the other Party of the requirement of the disclosure including the nature and extent of the disclosure and the provision of Applicable Law pursuant to which the disclosure is required. To the extent possible, the Party required to make the disclosure shall, before doing so, provide to the other Party the text of any disclosure. On receiving the notification, the other Party may take any reasonable action to challenge the requirement, and the affected Party shall (or shall cause the applicable Representative to), at the expense of the other Party, assist the other Party in taking that reasonable action. Notwithstanding the foregoing, no disclosure shall be made of the amount of the Purchase Price, unless and to the extent required by Applicable Law or as permitted pursuant to Section 10.2.

- (d) Following the termination of this Agreement in accordance with the provisions of Article 8, each Party shall (and shall cause each of its Representatives to) promptly, on a request from the other Party, return to the requesting Party or destroy all copies of any tangible items (other than this Agreement), if any, that are or that contain Confidential Information of the requesting Party. Notwithstanding the foregoing, neither Party shall be obligated to return or destroy (i) Confidential Information received from another Party that is maintained in accordance with its legal and regulatory compliance, security and/or disaster recovery procedures, or (ii) to the extent not included in clause (i), any materials prepared by the receiving Party or its Representatives for review by its board of directors or any board committee to the extent such materials contain Confidential Information.

## **10.2 Public Announcements.**

The Parties shall use all reasonable efforts, acting in good faith, to agree on language for the press release announcing the Transaction that is satisfactory to the Parties.

## **10.3 Disclosure and Consultation.**

Before any public statement or press release concerning the Transactions, no Party shall disclose the existence or terms of this Agreement or the Term Sheet or any aspect of the Transactions except to its board of directors, its senior management and necessary employees, the relevant independent review committees, its legal, accounting, financial or other professional advisors, or as may be required by any Applicable Law or as agreed by the Parties.

## **10.4 Costs and Expenses.**

Except as provided in Section 2.4, each Party shall pay all expenses (including Taxes imposed on those expenses) it incurs in the authorization, negotiation, preparation, execution and performance of this Agreement and the Transactions, including all fees and expenses of its legal counsel, bankers, investment bankers, brokers, accountants or other representatives or consultants.

### **10.5 No Third-Party Beneficiary.**

This Agreement is solely for the benefit of the Parties and no third parties shall accrue any benefit, Claim or right of any kind pursuant to, under, by or through this Agreement, except as provided under Article 9.

### **10.6 Entire Agreement.**

This Agreement (including, for the avoidance of doubt, the schedules to this Agreement and the other Transaction Documents) constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, written or oral (including, for the avoidance of doubt, the Term Sheet).

### **10.7 Specific Performance.**

Notwithstanding anything in this Agreement to the contrary, the Parties agree that irreparable damage would occur to the Parties and the Funds in the event that any of the obligations, undertakings, covenants or agreements of the Parties were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each Party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by each other Party, without any bond or other security being required and to enforce specifically the terms and provisions of this Agreement by a decree of specific performance, without the necessity of proving actual damages or posting a bond therefor, this being in addition to any other remedy to which the parties are entitled at law or in equity.

### **10.8 Time of Essence.**

Time is of the essence of this Agreement.

### **10.9 Amendment.**

This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

### **10.10 Waiver of Rights.**

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of that right. No single or partial exercise of any such right shall preclude any other or further exercise of that right or the exercise of any other right.

### **10.11 Jurisdiction.**

Each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the province of Ontario.

## 10.12 Governing Law.

This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the province of Ontario and the laws of Canada applicable in that province, excluding the conflict of law rules of that province.

## 10.13 Notices.

- (a) Any notice, demand or other communication (in this Section 10.13, a “notice”) required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below, if sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail; or sent by facsimile transmission, email or similar means of recorded electronic communication (a “**Transmission**”);

in the case of a notice to LAM, addressed to it at:

LOGiQ Asset Management Ltd.  
77 King Street West, 21<sup>st</sup> Floor  
Toronto, ON M5K 2A1

Redacted - Personal  
Information

Attention: Joe Canavan  
E-mail: [REDACTED]

and in the case of a notice to LC, addressed to it at:

LOGiQ Capital 2016  
77 King Street West, 21<sup>st</sup> Floor  
Toronto, ON M5K 2A1

Redacted - Personal  
Information

Attention: Joe Canavan  
E-mail: [REDACTED]

and in the case of a notice to LOGiQ, addressed to it at:

LOGiQ Asset Management Inc.  
77 King Street West, 21<sup>st</sup> Floor  
Toronto, ON M5K 2A1

Redacted - Personal  
Information

Attention: Joe Canavan  
E-mail: [REDACTED]

and in the case of a notice to the Purchaser, addressed to it at:

Purpose Investments Inc.  
130 Adelaide St. W, Suite 1700  
P.O. Box 83  
Toronto, ON M5H 3P5

Redacted - Personal  
Information

Attention: Som Seif  
E-mail: [REDACTED]

- (b) Any notice sent in accordance with this Section 10.13 shall be deemed to have been received:
- (i) if delivered prior to or during normal business hours on a Business Day in the place where the notice is received, on the date of delivery;
  - (ii) if sent by mail, on the fifth Business Day in the place where the notice is received after mailing, or, in the case of disruption of postal service, on the fifth Business Day after cessation of that disruption;
  - (iii) if transmitted during normal business hours on a Business Day in the place where the Transmission is received, on the same day that it was received by Transmission; or
  - (iv) if sent in any other manner, on the date of actual receipt;
- except that any notice delivered in person or sent by Transmission not on a Business Day or after normal business hours on a Business Day, in each case in the place where the notice is received, shall be deemed to have been received on the next succeeding Business Day in the place where the notice is received.
- (c) Each Party may change its address for notice by giving notice to the other Party.

#### **10.14 Assignment.**

No Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any Person. Notwithstanding the foregoing, the Purchaser may assign its rights and obligations hereunder to a wholly-owned Affiliate of the Purchaser registered as an investment fund manager that it shall designate to the Vendors before Closing, provided that the Purchaser shall not thereby be released from its liabilities and obligations hereunder.

#### **10.15 Further Assurances.**

Following Closing, each Party shall, and shall cause its Affiliates to, promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement and the other Transaction Documents.

#### **10.16 Severability.**

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its

application to the other Party or circumstances. The Parties shall engage in good faith negotiations to replace any provision which is so restricted, prohibited or unenforceable with an unrestricted and enforceable provision, the economic effect of which comes as close as possible to that of the restricted, prohibited or unenforceable provision which it replaces.

**10.17 Successors.**

This Agreement shall be binding on, and shall enure to the benefit of, the Parties and their respective successors and permitted assigns.

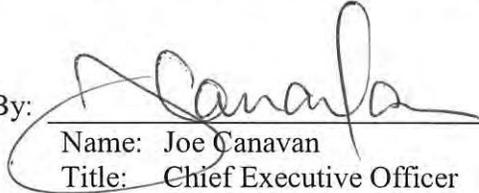
**10.18 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by Transmission and the signature transmitted shall be deemed to be its original signature for all purposes.

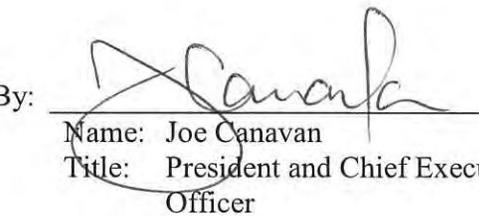
*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first above written.

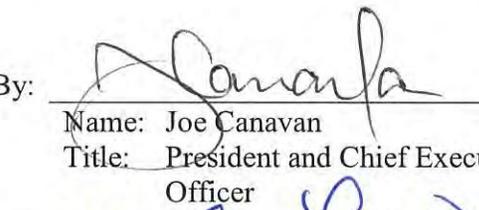
**LOGIQ ASSET MANAGEMENT LTD.**

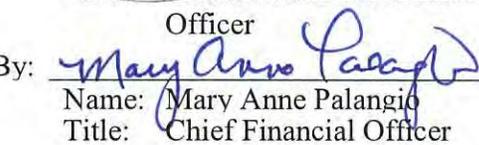
By:   
Name: Joe Canavan  
Title: Chief Executive Officer

**LOGIQ CAPITAL 2016**

By:   
Name: Joe Canavan  
Title: President and Chief Executive Officer

**LOGIQ ASSET MANAGEMENT INC.**

By:   
Name: Joe Canavan  
Title: President and Chief Executive Officer

By:   
Name: Mary Anne Palangio  
Title: Chief Financial Officer

**PURPOSE INVESTMENTS INC.**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first above written.

**LOGIQ ASSET MANAGEMENT LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**LOGIQ CAPITAL 2016**

By: \_\_\_\_\_  
Name:  
Title:

**LOGIQ ASSET MANAGEMENT INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PURPOSE INVESTMENTS INC.**

By:  \_\_\_\_\_  
Name: ~~Sam Seif~~  
Title: President

**SCHEDULE 1.1A  
FUNDS**

**Closed-End Funds and Related Trusts**

LOGiQ Advantage Oil & Gas Fund  
LOGiQ Advantage VIP Income Fund  
LOGiQ Advantage Bond Fund  
LOGiQVIP Income Fund  
Australian Banc Income Fund  
Canadian 50 Advantaged Preferred Share Fund  
Global Capital Securities Trust  
Low Volatility Canadian Equities Income Fund  
Macquarie Global Infrastructure Income Fund  
Voya Diversified Floating Rate Senior Loan Fund  
Voya Floating Rate Senior Loan Fund  
LOGiQ MBB Trust  
LOGiQ O&G Trust  
LOGiQ AVIP Trust  
ISL Loan Trust II

**Mutual Funds**

LOGiQ Global Resource Fund  
LOGiQ High Income Fund  
LOGiQ Millennium Fund  
LOGiQ Strategic Yield Fund  
LOGiQ Total Return Fund

**Mutual Funds and Corporate Class**

LOGiQ Balanced Monthly Income Class

LOGiQ Global Balanced Income Class

LOGiQ Global Opportunities Class

LOGiQ Growth Class

LOGiQ Growth Fund

LOGiQ MLP & Infrastructure Class

LOGiQ Money Market Class

LOGiQ Resource Growth & Income Class

LOGiQ Special Opportunities Class

LOGiQ Tactical Bond Class

LOGiQ Tactical Bond Fund

LOGiQ Tactical Equity Class

**Alternatives**

LOGiQ Select Equity Fund

**LCP Fund**

LOGiQ Credit Opportunities Fund

**SCHEDULE 1.1B  
FUND CONTRACTS**

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
LOGiQ Capital 2016	Amended and Restated Management Agreement	Dated as of August 30, 2012 as amended July 23, 2015 and May 12, 2017
LOGiQ Mutual Funds Limited and FSIMI Inc. (formerly Front Street Investment Management Inc.) as assumed by the LOGiQ Capital 2016	Investment Management Agreement	Dated as of July 23, 2015
LOGiQ Capital 2016 and OFI Steelpath, Inc. (portfolio advisor to LOGiQ MLP and Infrastructure Income Class)	MLP Advisor Agreement	Dated November 3, 2014
Jemekk Capital Management (2017) Inc. (portfolio advisor to LOGiQ Global Opportunities Class and LOGiQ Balanced Monthly Income Class)	Portfolio Management Agreement	Effective July 1, 2017
LOGiQ Asset Management Ltd. (portfolio advisor to LOGiQ Money Market Class)	Fund Sub-Advisory Agreement	Dated July 1, 2017
CIBC Mellon Trust Company (provides custodial services to LOGiQ Growth Class, LOGiQ MLP & Infrastructure Income Class, LOGiQ Money Market Class, LOGiQ Resource Growth and Income Class, LOGiQ Special Opportunities	Custodial Services Agreement	Dated as of September 22, 2015, as amended October 9, 2015, December 9, 2015 and June 21, 2017

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Class, LOGiQ Tactical Bond Class, LOGiQ Balanced Monthly Income Class, LOGiQ Global Opportunities Class, LOGiQ Global Balanced Income Class, and LOGiQ Tactical Equity Class)		
CIBC Mellon Global Securities Services Company (registrar and transfer agent)	Fund Administration Services Agreement	Dated as of October 29, 2015, as amended June 21, 2017 and June 30, 2017
CIBC Mellon Global Securities Services Company, CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce, The Bank of New York Mellon and LOGiQ Capital 2016	Securities Lending Authorization Agreement	Dated October 29, 2015, as amended December 9, 2015, June 21, 2017 and June 30, 2017
CIBC Mellon Trust Company as trustee and LOGiQ Capital 2016 (LOGiQ Growth Fund)	Trust Agreement	Dated March 10, 2003, as supplemented May 12, 2017 and July 31, 2017
LOGiQ Growth Fund and FSIMI (as assumed by LOGiQ Capital 2016)	Investment Management Services Agreement	Dated March 10, 2003
CIBC Mellon Trust Company (LOGiQ Growth Fund)	Amended and Restated Custodial Services Agreement	Dated as of December 9, 2015, as amended June 30, 2017
CIBC Mellon Global Securities Services Company, CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce and LOGiQ Capital 2016 (LOGiQ Growth Fund)	Amended and Restated Securities Lending Authorization Agreement	Dated December 9, 2015, as amended June 30, 2017

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
LOGiQ Capital 2016 and TSX Trust Company (LOGiQ Tactical Bond Fund)	Trust Agreement	Dated July 23, 2015, as amended May 12, 2017
LOGiQ Capital Partners Inc. (LOGiQ Tactical Bond Fund)	Fund Sub-Advisory Agreement	Dated December 30, 2016
CIBC Mellon Trust Company and LOGiQ Capital 2016 (LOGiQ Tactical Bond Fund)	Amended and Restated Custodial Services Agreement	Dated as of December 9, 2015, as amended June 30, 2017
CIBC Mellon Global Securities Services Company (registrar and transfer agent to the LOGiQ Tactical Bond Fund and LOGiQ Mutual Funds Limited)	Administrative Services Agreement	Dated as of October 29, 2015, as amended June 30, 2017
CIBC Mellon Global Securities, CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce and LOGiQ Capital 2016 (LOGiQ Tactical Bond Fund)	Amended and Restated Securities Lending Authorization	Dated December 9, 2015, as amended June 30, 2017
LOGiQ Asset Management Ltd. as trustee	Master Declaration of Trust	Dated June 30, 2011, as amended May 30, 2013 and supplemented May 12, 2017
LOGiQ Asset Management Ltd.	Master Management Agreement	Dated May 11, 2011
LOGiQ Capital Partners Inc. (portfolio advisor to LOGiQ Strategic Yield Fund and co-portfolio advisor to the LOGiQ High Income Fund)	Portfolio Advisory Agreement	Dated March 20, 2013
LOGiQ Asset Management Ltd. and	Second Amended and Restated Sub-Advisor	Dated February 14, 2017

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Manitou Investment Management Ltd. (portfolio advisor to LOGiQ Total Return Fund)	Agreement	
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Fund Administration Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd., CIBC Mellon Trust Company, CIBC Mellon Global Securities Services Company, Canadian Imperial Bank of Commerce and The Bank of New York Mellon	Securities Lending Authorization	Dated June 21, 2017
RBC Dexia Investor Services Trust as trustee, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee) (Australian Banc Income Fund)	Trust Agreement	Dated February 23, 2011
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd. and RBC Investor Services Trust (formerly RBC Dexia Investor Services Trust), as supplemented on July 31, 2017	Trust Agreement	Dated April 24, 2012

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
(appointing CIBC Mellon Trust Company as trustee) (Canadian 50 Advantaged Preferred Share Fund)		
LOGiQ Asset Management Ltd., Bank of Montreal, BMO Nesbitt Burns Inc. and BMO Asset Management Inc.	Management and Portfolio Management Agreement	Dated as of May 18, 2012
Canadian 50 Advantaged Preferred Share Fund and Computershare Investor Services Inc.	Transfer Agent Registrar and Distribution Disbursing Agent Agreement	Dated as of May 16, 2012
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd. and RBC Investor Services Trust, as amended on January 29, 2016, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee) (Global Capital Securities Trust)	Amended and Restated Trust Agreement	Dated December 1, 2014
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
Global Capital Securities Trust and Computershare Investor Services Inc.	Registrar, Transfer Agency and Distribution Agency Agreement	Dated as of October 23, 2009

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Connor, Clark & Lunn Investment Management Ltd. and LOGiQ Asset Management Ltd. (Global Capital Securities Trust)	Portfolio Management Agreement	Dated October 23, 2009
TSX Trust Company (as trustee) (LOGiQ Advantage Bond Fund)	Second Amended and Restated Declaration of Trust	Dated as of April 23, 2009, as supplemented on September 6, 2011 and May 12, 2017
LOGiQ Advantage Bond Fund and LOGiQ Asset Management Ltd. as manager, as it may be amended from time to time	Management Agreement	Dated as of April 23, 2009
LOGiQ Advantage Bond Fund, LOGiQ Asset Management Ltd. and The Bank of Nova Scotia	Forward Agreement	Dated as of April 23, 2009
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Advantage Oil & Gas Income Fund and Computershare Trust Company of Canada	Second Amended and Restated Declaration of Trust	Dated June 19, 2008, amended on June 8, 2009 and supplemented on September 9, 2011 and May 12, 2017
LOGiQ Asset Management Ltd. (LOGiQ Advantage Oil & Gas Income Fund)	Amended and Restated Management Agreement	Dated as of June 19, 2008
Computershare Trust Company of Canada, LOGiQ Asset Management Ltd. and The Royal Bank of Canada (LOGiQ Advantage Oil & Gas	Confirmation of Share Purchase Transaction	Dated as of June 19, 2008

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Income Fund)		
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Advantage VIP Income Fund and Computershare Trust Company of Canada	Second Amended and Restated Declaration of Trust	Dated July 8, 2008, amended June 8, 2009 and supplemented on September 9, 2011 and May 12, 2017
LOGiQ Asset Management Ltd. and Computershare Trust Company of Canada, on behalf of LOGiQ Advantage VIP Income Fund	Amended and Restated Management Agreement	Dated as of July 11, 2008
LOGiQ Advantage VIP Income Fund, LOGiQ Asset Management Ltd., Computershare Trust Company and The Royal Bank of Canada	ISDA Master Agreement	Dated as of February 16, 2006
LOGiQ Asset Management Ltd., CIBC Mellon Trust Company and LOGiQ Advantage VIP Income Fund	Custodial Services Agreement	Dated June 21, 2017
LOGiQ AVIP Trust and LOGiQ Asset Management Ltd.	Amended and Restated Declaration of Trust	Dated July 11, 2008, as supplemented on August 22, 2011 and May 12, 2017
LOGiQ Asset Management Ltd. and LOGiQ AVIP Trust	Amended and Restated Management Agreement	Dated as of July 11, 2008
LOGiQ Asset Management Ltd., CIBC Mellon Trust Company, and LOGiQ AVIP Trust	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset	Second Amended and	Dated April 23, 2009,

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Management Ltd. (LOGiQ MBB Trust)	Restated Declaration of Trust	as supplemented on August 22, 2011 and May 12, 2017
LOGiQ Asset Management Ltd. and LOGiQ MBB Trust	Management Agreement	Dated April 23, 2009
LOGiQ MBB Trust, LOGiQ Asset Management Ltd. and MFC Global Investment Management (Canada), a division of Elliott & Page Limited	Portfolio Management Agreement	Dated April 23, 2009
LOGiQ Asset Management Ltd., CIBC Mellon Trust Company and LOGiQ MBB Trust	Custodial Services Agreement	Dated June 21, 2017
RBC Investor Services Trust (formerly RBC Dexia Investor Services Trust), LOGiQ MBB Trust and MFC Global Investment Management (Canada), a division of Elliott & Page Limited	Global Master Securities Lending Agreement (a.k.a. Prime Brokerage Agreement)	Dated April 23, 2009
LOGiQ Asset Management Ltd. And Computershare Trust Company (LOGiQ VIP Income Fund)	Fifth Amended and Restated Declaration of Trust Agreement	Dated July 4, 2008, amended June 8, 2009 and supplemented on September 9, 2011 and May 12, 2017
LOGiQ Asset Management Ltd. and LOGiQ VIP Income Fund	Amended and Restated Management Agreement	Dated July 4, 2008
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company (LOGiQ VIP Income Fund)	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset	Amended and Restated	Dated June 19, 2008,

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Management Ltd. (LOGiQ O&G Trust)	Declaration of Trust	as supplemented on August 22, 2011 and May 12, 2017
LOGiQ Asset Management Ltd. and LOGiQ O&G Trust	Amended and Restated Management Agreement	Dated June 19, 2008
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd. and RBC Investor Services Trust, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee) (Low Volatility Canadian Equities Income Fund)	Trust Agreement	Dated January 25, 2012
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd. and RBC Investor & Treasury Services, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee) (Macquarie Global Infrastructure Income Fund)	Trust Agreement	Dated as of September 27, 2013, as supplemented on July 31, 2017
Macquarie Global Infrastructure Income Fund, LOGiQ Asset Management Ltd. and Macquarie Capital Investment Management LLC	Portfolio Management Agreement	Dated as of September 27, 2013
LOGiQ Asset	Custodial Services	Dated June 21, 2017

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Management Ltd. and CIBC Mellon Trust Company (Macquarie Global Infrastructure Income Fund)	Agreement	
LOGiQ Asset Management Ltd. (Voya Floating Rate Senior Loan Fund)	Amended and Restated Trust Agreement	Dated as of July 18, 2017
LOGiQ Asset Management Ltd. and Voya Investment Management Co. LLC	Sub-Advisor Agreement	Dated July 18, 2017
LOGiQ Asset Management Ltd., on behalf of Voya Floating Rate Senior Loan Fund, and State Street Fund Services Toronto Inc.	Accounting Services Agreement	Dated July 18, 2017
LOGiQ Asset Management Ltd., on behalf of Voya Floating Rate Senior Loan Fund, and State Street Trust Company of Canada	Custodian Agreement	Dated July 18, 2017
Voya Floating Rate Senior Loan Fund and The Bank of Nova Scotia	ISDA Master Agreement	Dated June 17, 2011
LOGiQ Asset Management Ltd., as manager of Voya Floating Rate Senior Loan Fund, and Computershare Investor Services Inc.	Transfer Agent, Registrar and Distribution Disbursing Agent Agreement	Dated June 17, 2011
LOGiQ Asset Management Ltd. and ING Investment Management Co. LLC	Sub-Advisor Agreement	Dated June 17, 2011
LOGiQ Asset	Trust Agreement	Dated February 26,

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
Management Ltd. and RBC Investor Services Trust as trustee, as supplemented on August 13, 2015		2013
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company	Custodial Services Agreement	Dated June 21, 2017
LOGiQ Asset Management Ltd. (formerly Aston Hill Capital Markets Inc.) and Computershare Trust Company Canada	ISL Loan Trust II's Trust Agreement	Dated February 26, 2013
LOGiQ Asset Management Ltd. and State Street Trust Company of Canada	ISL Loan Trust II's Custodial Agreement	Dated March 22, 2013
The Bank of Nova Scotia, RBC Investor Services Trust, as trustee and Connor, Clark & Lunn Capital Markets Inc. (Voya Diversified Floating Rate Senior Loan Fund)	ISDA Master Agreement	Dated March 20, 2013
Voya Diversified Floating Rate Senior Loan Fund and Computershare Investor Services Inc.	Transfer Agent, Registrar and Distribution Disbursing Agent Agreement	Dated March 22, 2013
LOGiQ Asset Management Ltd. and ING Investment Management Co. LLC	Sub-Advisor Agreement	Dated March 22, 2013
LOGiQ Capital Partners Inc. as trustee (LOGiQ Credit Opportunities Fund)	Amended and Restated Master Declaration of Trust	Dated May 12, 2017
LOGiQ Capital Partners Inc. (formerly	Master Management	Dated as of September

<b>Contracting Party</b>	<b>Type of Agreement</b>	<b>Entered into</b>
AHF Capital Partners Inc.) as manager	Agreement	30, 2013
LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company (LOGiQ Credit Opportunities Fund)	Custodian Agreement	Dated June 21, 2017
LOGiQ Capital 2016 (formerly Front Street Capital 2004) and CIBC Mellon Trust Company (LOGiQ Select Equity Fund)	Trust Agreement	Dated May 31, 2016, as amended on June 30, 2017
LOGiQ Capital 2016 and CIBC Mellon Trust Company	Custodial Services Agreement	Dated May 31, 2016, as amended on June 30, 2017
LOGiQ Capital 2016 and CIBC Mellon Global Securities Services Company	Fund Administration Services Agreement	Dated May 31, 2016, as amended on June 30, 2017

**SCHEDULE 1.1C  
FUND MEETING**

<b>Project Stream Product Plan</b>									
<b>Current</b>	<b>Old Name</b>	<b>Fee</b>	<b>Structure</b>	<b>Type</b>	<b>Action</b>				
LOGiQ Money Market Class	Front Street Money Market Class	0.25 %	FS Corp Class	Open-end Funds	Name change to Redwood Money Market Fund				
LOGiQ Strategic Yield Fund	Aston Hill Strategic Yield	0.75 %	Trust	Open-end Funds	Name change to Redwood Strategic Yield Fund				
LOGiQ Tactical Bond Class	Front Street Tactical Bond Class	0.90 %	FS Corp Class	Open-end Funds	Name change to Redwood Tactical Bond Class				
LOGiQ Tactical Bond Fund		0.90 %	Trust	Open-end Funds	Name change to Redwood Tactical Bond Fund				
LOGiQ Advantage Bond Fund	Aston Hill Advantage Bond Fd-A	0.75 %	Trust	Closed-end Funds	- Name change to Redwood Total Return Bond Fund - Convert to an open-end fund with future effective date post-close				
Voya Diversified Floating Rate Senior Loan Fund	VOYA DIV FL RT SEN LN FD CL A	1.25 %	Trust	Closed-end Funds	- Name change to Redwood Floating Rate Bond Fund - expand investment objective to add other corporate fixed income securities in addition to senior loans - Convert to an open-end fund with future				

Voya Floating Rate Senior Loan Fund	VOYA FL RATE SEN LOAN FD CL A	1.25 %	Trust	Closed- end Funds	- Name change to Redwood Floating Rate Income Fund - expand investment objective to add other corporate fixed income securities in addition to senior loans - Convert to an open-end fund with future effective date post-close	effective date post-close
Canadian 50 Advantage Preferred Shared Fund	Canadian 50 Adv Prf Share Fd-A	0.50 %	Trust	Closed- end Funds	- merge into Redwood Canadian Preferred Share Fund.	
LOGiQ Global Balanced Income Class	Front Street Global Balanced Income Class	1.50 %	FS Corp Class	Open-end Funds	- Name change to Redwood Global Balanced Monthly Income Fund	
LOGiQ Balanced Monthly Income Class	Front Street Balanced Monthly Income Class	1.00 %	FS Corp Class	Open-end Funds	- Name change to Redwood Balanced Monthly Income Fund	
LOGiQ High Income Fund	Aston Hill High Income	0.90 %	Trust	Open-end Funds	Name change to Redwood High Income Fund	
LOGiQ Millennium Fund	Aston Hill Millennium High Income	1.00 %	Trust	Open-end Funds	Merge into LOGiQ High Income Fund (Redwood High Income Fund)	
LOGiQ VIP Income Fund	Aston Hill VIP Income Fund fka Manitou	0.85 %	Trust	Closed- end Funds	1) Name change to Redwood Monthly Income Fund 2) convert to an open-end with future effective date post-close	

LOGiQ Advantage VIP Income Fund	Aston Hill Adv VIP Inc Fd fka Manitou	0.85 %	Trust	Closed-end Funds	1) Name change to Redwood Advantage Monthly Income Fund 2) convert to an open-end with future effective date post close
Low Volatility Canadian Equities Income Fund	Low Volatility Cad Eq Inc Fd	0.65 %	Trust	Closed-end Funds	1) Name change to Redwood Low Volatilities High Income Fund 2) convert to an open-end with future effective date post close
LOGiQ Special Opportunities Class	Front Street Special Opps Class	1.50 %	FS Corp Class	Open-end Funds	Name change to Redwood Special Opportunities Fund
LOGiQ Growth Class	Front Street Growth Class	1.50 %	FS Corp Class	Open-end Funds	Merge into Redwood Special Opportunities Fund
LOGiQ Growth Fund	Front Street Growth Fund	1.00 %	Trust	Open-end Funds	Name change name to Redwood Growth Equity Fund
LOGiQ Total Return Fund	Aston Hill Total Return	1.00 %	Trust	Open-end Funds	Name change to Redwood Total Return Fund
LOGiQ Tactical Equity Class	Front Street Tactical Equity Class	1.50 %	FS Corp Class	Open-end Funds	Name change to Redwood Tactical Equity Fund
LOGiQ Global Opportunities Class	Front Street Global Opportunities Class	1.50 %	FS Corp Class	Open-end Funds	Name change to Redwood Global Opportunities Fund
LOGiQ MLP & Infrastructure Income Class	Front Street MLP & Infrastructure Class	1.35 %	FS Corp Class	Open-end Funds	Name change to Redwood MLP & Infrastructure Income Fund
Australian Banc Income Fund	Australian Banc Income Fund-A	0.65 %	Trust	Closed-end	- convert to an open-end with future effective date post-close - change investment objective to global

						Funds	financials portfolio - change name to Redwood Global Financials Fund
Global Capital Securities Trust		Glob Cap Securities Trust CIA		0.50 %	Trust	Closed-end Funds	- Name change to Redwood Global Financials Income Fund - Convert to an open-end fund with future effective date post-close
LOGiQ Resource Growth & Income Class	Front Street Resource Growth & Income Class			1.50 %	FS Corp Class	Open-end Funds	- Name change to Redwood Growth & Income Fund
LOGiQ Advantage Oil & Gas Income Fund	Aston Hill Adv Oil & Gas Fd			0.90 %	Trust	Closed-end Funds	- Name change to Redwood Energy Income Fund - Convert to an open-end fund with future effective date post-close
LOGiQ Global Resource Fund	Aston Hill Resource	Global		1.00 %	Trust	Open-end Funds	- Name change to Redwood Global Resource fund
Macquarie Global Infrastructure Income Fund	Macquarie Glb Income Fd	Infra		1.25 %	Trust	Closed-end Funds	- Convert to an open-end fund with future effective date post-close - Name change to Redwood Global Infrastructure Income Fund
LOGiQ Select Equity Fund	Front Street Select Equity			1.50 %	Trust	Hedge Funds	- Name change to Redwood Select Equity Fund - convert to open-end fund
LOGiQ Credit Opportunities Fund	AHF Credit Opps			0.85 %	Trust	Hedge Funds	- Name change to Redwood Credit Opportunities Fund - convert to open-end fund

**SCHEDULE 2.1**  
**LIST OF CLOSING TRANSACTIONS**

- LOGiQ and LAM shall amalgamate immediately prior to the Closing.
- LOGiQ and the Vendors or the Purchaser may undertake a reorganization to improve tax efficiency of the Transactions for the Vendors or the Purchaser, respectively, subject to the prior approval of the Purchaser or LOGiQ, as the case may be, in its sole and absolute discretion.
- The parties shall take and cause such actions to be taken as are necessary to implement and give effect to the change in manager, conversion to ETF/mutual fund, fund merger or change to investment objectives with respect to the Approved Funds and their net assets as set forth in Schedule 1.1 C.

**SCHEDULE 4.2(D)**  
**FORM OF VENDOR'S BRING DOWN CERTIFICATE**

**CERTIFICATE**

**TO: PURPOSE INVESTMENTS INC.**

This certificate is delivered pursuant to Section 4.2(c) of the purchase and sale agreement dated September 11, 2017 (the “Purchase and Sale Agreement”) between LOGiQ Asset Management Ltd. ([“LAM”/the “Vendor”]), LOGiQ Capital 2016 ([“LC”/the “Vendor”]), LOGiQ Asset Management Inc. ([“LOGiQ”]) and Purpose Investments Inc. Capitalized terms used but not defined in this certificate shall have the respective meanings attributed to them in the Purchase and Sale Agreement.

I, [insert name of the senior officer of the applicable Vendor/LOGiQ] hereby certify, in my capacities as [title at Vendor] and [title at Vendor/LOGiQ] and not in my personal capacity and without personal liability, that:

- (i) other than the Fundamental Representations of [the Vendor]/[LOGiQ], all of the representations and warranties of [the Vendor]/[LOGiQ] made in [Section 6.1]/[Section 6.2] of the Purchase and Sale Agreement are true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Change) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Change) as of the Closing Time with the same effect as if made at and as of the Closing Time; provided that, in each case to the extent a representation and warranty expressly relates to a Fund such representation and warranty shall be true and correct in respect of the Funds on the date hereof. The Fundamental Representations of [the Vendor]/[LOGiQ] are true and correct in all respects as of the Closing Time with the same effect as if made at and as of the Closing Time; and
- (ii) [the Vendor]/[LOGiQ] has complied with or performed in all material respects all of the obligations, covenants and agreements under the Purchase and Sale Agreement and the other Transaction Documents to be complied with or performed by [the Vendor]/[LOGiQ] at or before the Closing Time; provided, that, with respect to obligations, covenants and agreements in the Purchase and Sale Agreement that are qualified by materiality, [the Vendor]/[LOGiQ] has performed such obligations, covenants and agreements, as so qualified, in all respects; provided that, in each case to the extent an obligation, covenant or agreement expressly relates to a Fund, such obligation, covenant or agreement has been complied with or performed in respect of the Closing on the date hereof.

**DATED ●, 2017**

\_\_\_\_\_  
[Name]



**SCHEDULE 4.3(D)**  
**FORM OF PURCHASER’S BRING DOWN CERTIFICATE**

**CERTIFICATE**

**TO: LOGIQ ASSET MANAGEMENT LTD.**

**AND TO: LOGIQ CAPITAL 2016**

**AND TO: LOGIQ ASSET MANAGEMENT INC.**

This certificate is delivered pursuant to Section 4.3(d) of the purchase and sale agreement dated September 11, 2017 (the “**Purchase and Sale Agreement**”) between LOGiQ Asset Management Ltd., LOGiQ Capital 2016, LOGiQ Asset Management Inc. and Purpose Investments Inc. (the “**Purchaser**”). Capitalized terms used but not defined in this certificate shall have the respective meanings attributed to them in the Purchase and Sale Agreement.

I, **[insert name of the senior officer of the Purchaser]** hereby certify, in my capacity as **[title at Purchaser]** and not in my personal capacity and without personal liability, that:

- (i) other than the Fundamental Representations of the Purchaser, all of the representations and warranties of the Purchaser made in Section 6.3 of the Purchase and Sale Agreement are true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) as of the Closing Time with the same effect as if made at and as of the Closing Time (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, true and correct on and as of such earlier date). The Fundamental Representations of the Purchaser are true and correct in all respects as of the Closing Time with the same effect as if made at and as of the Closing Time (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, true and correct on and as of such earlier date); and
- (ii) the Purchaser has complied with or performed in all material respects all of the obligations, covenants and agreements under the Purchase and Sale Agreement and the other Transaction Documents to be complied with or performed by it at or before the Closing Time; provided, that, with respect to obligations, covenants and agreements in the Purchase and Sale Agreement that are qualified by materiality, the Purchaser has performed such obligations, covenants and agreements, as so qualified, in all respects.

**DATED ●, 2017**

\_\_\_\_\_  
**[Name]**

**SCHEDULE 5.1(B)**  
**LIST OF APPROVALS REQUIRED FROM GOVERNMENTAL AUTHORITIES TO BE  
OBTAINED BY EACH VENDOR**

	<b>Regulatory Provision</b>	<b>Description</b>
1.	Section 5.5(1)(a) of NI 81-102	Approval of securities regulatory authority required for change of manager
2.	Section 5.5(1)(c) of NI 81-102	Approval of securities regulatory authority required for change of custodian in connection with a change of manager
3.	Section 5.5(1)(b) of NI 81-102	Approval of securities regulatory authority required for reorganization of investment fund
4.	TSX Company Manual	Approval of TSX of Transactions in respect of listed Funds

**SCHEDULE 5.1(F)**  
**LIST OF REQUIRED APPROVALS (OTHER THAN GOVERNMENTAL APPROVALS)**

	<b>Source of Approval Requirement</b>	<b>Description</b>
1.	Section 5.1(b) of NI 81-102	Majority approval of unitholders or shareholders of each Fund required for change of manager
2.	Section 5.1(f) of NI 81-102	Majority approval of unitholders or shareholders of each Fund required for reorganization with, or transfer of assets to, another issuer
3.	NI 81-107	Approval of the Funds' IRC required for a transaction giving rise to a conflict of interest.
4.	Section 5.1(e)	Consent of Debentureholders
5.	Section 5.1(s)	Approval of Shareholders

**SCHEDULE 5.2(C)**  
**LIST OF APPROVALS REQUIRED FROM GOVERNMENTAL AUTHORITIES TO BE  
OBTAINED BY PURCHASER**

	<b>Regulatory Provision</b>	<b>Description</b>
1.	Section 11.9(1)(b) of NI 31-103	Approval of securities regulators required for acquisition of all or a substantial part of the assets of a registered firm
2.	Section 11.9(1)(a) of NI 31-1-3	Approval of securities regulators required for acquisition of 10% or more of LCP, a registrant

**SCHEDULE 6.1(E)  
PURCHASED SHARES**

<b>Party</b>	<b>Corporation</b>	<b>Purchased Shares as of the date hereof</b>	<b>Purchased Shares as of Closing</b>
LC	LOGiQ Mutual Funds Limited	3 common shares	nil
A trust for the benefit of certain holders of the classes of mutual fund shares of LOGiQ Mutual Funds Limited, of which the trustees are Larmarche Partner Corporation and Mersch (AFAB) Partner Corporation	LOGiQ Mutual Funds Limited	3 common shares	3 common shares
Purchaser	LOGiQ Mutual Funds Limited	nil	3 common shares
LC	LOGiQ Mutual Funds Limited	200 Class A Shares	nil
Purchaser	LOGiQ Mutual Funds Limited	nil	200 Class A Shares
LOGiQ	LCP	1,020 common shares	nil
Purpose	LCP	nil	1,020 common shares

**SCHEDULE 6.1(M)**  
**TERMINATION REQUIREMENTS AND CONSENTS UNDER FUND CONTRACTS AND DECLARATION OF TRUST**

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
LOGIQ Mutual Funds Limited:		<p style="text-align: center;"><b>Amended and Restated Management Agreement</b> dated as of August 30, 2012, as amended July 23, 2015 and May 12, 2017, between LOGIQ Mutual Funds Limited and LOGIQ Capital 2016</p>	<p>Terminated by Fund if (a) Manager in default for 60 days past receipt of notice to cure default, (b) Manager is insolvent (c) Manager makes general assignment for creditors' benefit, (d) Manager's assets become subject to seizure or confiscation. <b>Manager may resign upon 90 days' notice to Fund and SHs.</b> Manager may be removed by Fund with or w/o cause, on 6 months' prior written notice if termination approved by Extraordinary Resolution at SH Meeting where at least 30% of voting SHs are represented (<b>Pages 12-13</b>).</p>	<p>Assignable w/ consent by both parties (Page 14).</p>
LOGIQ Balanced Monthly Income Class	LOGIQ Capital 2016	<p style="text-align: center;"><b>Investment Management Agreement</b> dated as of July 23, 2015, between LOGIQ Mutual Funds Limited and FSIMI Inc. (formerly Front Street Investment Management Inc.), as assumed by LOGIQ Capital 2016</p>	<p><b>Manager may terminate at its discretion.</b> Investment advisor may resign upon 60 days' notice to Securityholders and Manager or as much notice as Manager accepts. Advisor may be removed, with or w/o cause, if termination approved by 2/3 votes of Securityholders if (a) Advisor in default for 60 days past receipt of notice to cure default, (b) Advisor is bankrupt or insolvent or entered into liquidation or winding up, (c) Advisor makes general assignment for creditors' benefit, (d) Advisor's assets become subject to seizure or confiscation (<b>Pages 6-7</b>).</p>	<p>N/A</p>
LOGIQ Growth Class		<p style="text-align: center;"><b>MLP Advisor Agreement</b> dated November 3, 2014, between LOGIQ Capital 2016 and OFI Steelpath, Inc. (portfolio advisor to LOGIQ MLP and Infrastructure Income Class)</p>	<p><b>The Manager may terminate this Agreement upon providing the MLP Advisor with not less than 60 business days' prior written notice, or such lesser notice as the MLP Advisor may accept.</b> The Manager may terminate this Agreement immediately upon any termination of the Management Agreement, or if (i) the MLP Advisor becomes bankrupt or insolvent, (ii) the MLP Advisor is in material breach or default of any provision of this Agreement, and, if capable of being cured, the breach or default has not been cured within 20</p>	<p>Neither party to this Agreement may assign all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other (Page 8).</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
LOGIQ Resource Growth and Income Class			business days of written notice of such breach or default given by the Manager to the MLP Advisor, or (iii) the MLP Advisor ceased to be entitled to rely on exemptions from the adviser registration requirements. The MLP Advisor may terminate this upon providing the Manager with not less than 60 business days' prior written notice, or such less notice as the Manager may accept. The MLP Advisor may terminate this Agreement immediately if the Manager becomes insolvent or if the Manager is in material breach, and, if capable of being cured, the breach has not been cured within 20 business days of written notice of such breach or default given by the MLP Advisor to the Manager ( <b>Page 7</b> ).	
LOGIQ Special Opportunities Class			The Sub-Advisor may not terminate this Agreement prior to September 30, 2017. Following September 30, 2017, the Sub-Advisor may terminate this Agreement by providing LOGIQ with no less than 90 days' written notice of such termination.	No assignment without prior written consent of the other parties (Page 10).
LOGIQ Tactical Bond Class			LOGIQ may terminate this Agreement if the Sub-Advisor: (a) is in material breach or default of any provision of this Agreement, which for greater certainty shall include a breach of the covenants set forth in subsections 9(b)(v) and 9(b)(vi), of this Agreement, and the breach or default has not been cured within 30 days of written notice of such to the Sub Advisor by LOGIQ; (b) ceases to carry on business or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of the Sub-Advisor; (c) becomes insolvent; or (d) no longer holds the necessary registrations. Notwithstanding anything to the contrary herein, <b>LOGIQ may terminate this Agreement at any time by providing 90 days' written notice of termination to the Sub-Advisor (Pages 9-10).</b>	
LOGIQ Tactical Equity Class		<p><b>Portfolio Management Agreement</b> effective July 1, 2017, with Jemekk Capital Management (2017) Inc. (portfolio advisor to LOGIQ Global Opportunities Class and LOGIQ Balanced Monthly Income Class)</p>		

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		<p><b>Fund Sub-Advisory Agreement</b> dated July 1, 2017, with LOGIQ Asset Management Ltd. (portfolio advisor to LOGIQ Money Market Class)</p>	<p><b>Either party may terminate this Agreement upon sixty (60) days' written notice.</b> Upon terminating the Agreement, the Fund and/or the Manager shall immediately prepay to CIBC Mellon an amount equal to the fees earned by CIBC Mellon in the previous two (2) month period (<b>Page 8</b>).</p> <p>Either party may terminate this Agreement immediately, if any party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days, or proceedings for the appointment of a receiver for that party are commenced and not discontinued within thirty (30) days (<b>Page 8</b>).</p>	<p>No assignment without prior written consent of the other parties (Page 11).</p>
		<p><b>Custodial Services Agreement</b> dated as of September 22, 2015, as amended October 9, 2015, December 9, 2015 and June 21, 2017, with CIBC Mellon Trust Company (provides custodial services to LOGIQ Growth Class, LOGIQ MLP &amp; Infrastructure Income Class, LOGIQ Money Market Class, LOGIQ Resource Growth and Income Class, LOGIQ Special Opportunities Class, LOGIQ Tactical Bond Class, LOGIQ Balanced Monthly Income Class, LOGIQ Global Opportunities Class, LOGIQ Global Balanced Income Class, and LOGIQ Tactical Equity Class)</p>	<p><b>Either party may terminate this Agreement upon sixty (60) days' written notice.</b> Upon terminating the Agreement, the Fund and/or the Manager shall immediately prepay to CIBC Mellon an amount equal to the fees earned by CIBC Mellon in the previous two (2) month period.</p> <p>Either party may terminate this Agreement immediately, if any party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days, or proceedings for the appointment of a receiver for that party are commenced and not discontinued within thirty (30) days (<b>Page 8</b>).</p>	<p>No assignment w/o prior written consent of the other parties (Page 11).</p>
		<p><b>Prime Brokerage Service Agreement and Custodial Services Agreement</b>, each dated November 11, 2015, with CIBC Capital Markets Inc. (custodian and prime broker of the securities in the LOGIQ Balanced Monthly Income Class, LOGIQ Global Opportunities Class, LOGIQ Global Balanced Income Class, and LOGIQ Tactical Equity</p>	<p><b>The Manager or the Custodian may terminate this Agreement (a) upon at least ninety (90) days' written notice</b> to the other party, or (b) immediately, if the other party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not</p>	<p>Custodian may assign this Agreement without the consent of the other party to any entity which directly or indirectly</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		Class)	discharged within thirty (30) days, or proceedings for the appointment of a receiver for that party are commenced and not discontinued within thirty (30) days ( <b>Page 13</b> ).	controls, is controlled by, or is under common control with, the Custodian, CIBC or BNY Mellon, as the case may be. Except as may be otherwise specifically provided herein, no assignment shall be made of this Agreement without the prior written consent of all the parties hereto ( <b>Page 13</b> ).
		<b>Fund Administration Services Agreement</b> dated as of October 29, 2015, as amended June 21, 2017, with CIBC Mellon Global Securities Services Company (registrar and transfer agent to the Funds)	<b>Either party may terminate this Agreement upon sixty (60) days' written notice.</b> Either party may terminate this Agreement immediately, if any party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days, or proceedings for the appointment of a receiver for that party are commenced and not discontinued within thirty (30) days ( <b>Page 13</b> ).	No assignment shall be made of this Agreement without the prior written consent of all the parties hereto ( <b>Page 13</b> ).
		<b>Securities Lending Authorization Agreement</b> dated October 29, 2015, as amended December 9, 2015, June 21, 2017 and June 30, 2017, with CIBC Mellon Global Securities, CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce and LOGIQ Capital 2016	<b>This Agreement may be terminated at any time at the option of any party upon thirty (30) days prior notice</b> to the other parties ( <b>Page 13</b> ).	(a) The parties hereto will not assign this Agreement without first obtaining the consent of the other parties. (b) each of GSS or CMT may assign this Agreement, or the

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>provisions of the Agreement applicable to it, without the consent of the other parties to the Agreement, to any entity which directly or indirectly controls, is controlled by, or is under common control with GSS, CMT, CIBC, or BNY Mellon, as the case may be (Page 13).</p>
LOGiQ Growth Fund	LOGiQ Capital 2016	<p><b>Trust Agreement</b> dated March 10, 2003, as supplemented May 12, 2017 and July 31, 2017, with CIBC Mellon Trust Company as trustee</p>	<p>Agreement shall be terminated immediately following a Termination Event; (a) the Manager is in material default of its obligations (b) the Manager has been declared bankrupt or insolvent (c) the Manager makes a general assignment for the benefit of creditors or (d) the assets of the Manager have become subject to seizure.</p> <p><b>Trustee may be removed by Manager by 90 days' notice</b> provided a successor Trustee is appointed or the Fund is terminated. If Trustee becomes incapable of acting or if for any cause a vacancy shall occur in the office of the Trustee, a successor Trustee shall be appointed by the Manager to fill the vacancy (<b>Pages 29, 37-38, 40</b>).</p>	
		<p><b>Portfolio Advisor Agreement</b> dated March 10, 2003, between the Fund and FSIMI (as assumed by LOGiQ Capital 2016)</p>	<p><b>Termination by Notice – Neither party may terminate this Agreement prior to October 1, 2019.</b> On or after October 1, 2019, either party may terminate this Agreement by providing the other party with no less than 90 days' written notice of such termination.</p> <p><b>Termination by LOGiQ – LOGiQ may terminate</b></p>	<p>LOGiQ may assign, provided that such assignee assumes all of LOGiQ's obligations. Sub-Advisor may assign to one of its</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			<p>immediately if the Sub-Advisor: (a) is in material breach (b) ceases to carry on business (c) becomes bankrupt or insolvent or (d) no longer holds the licenses, registrations or other authorizations necessary.</p> <p><u>Termination by the Sub-Advisor</u> – The Sub-Advisor may terminate this Agreement immediately if LOGIQ: (a) is in material breach or default of any provision of this Agreement, which for greater certainty shall include a breach of the covenants set forth in subsections 9(a)(viii) and 9(a)(xi), of this Agreement, and the breach or default has not been cured within 30 days of such breach or default; (b) ceases to carry on business or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of LOGIQ; (c) becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of LOGIQ or a substantial portion of its assets; or (d) no longer holds the licenses, registrations or other authorizations necessary to carry out its obligations hereunder and is unable to obtain them within a reasonable period after their loss (Pages 10-11).</p>	<p>affiliates, provided that Normand Lamarche is a principal or portfolio manager at such assignee (Page 11).</p>
		<p><b>Amended and Restated Custodial Services Agreement</b> dated as of December 9, 2015, as amended June 30, 2017, with CIBC Mellon Trust Company</p>	<p><b>Manager or Custodian may terminate upon at least ninety (90) days' written notice to the other party</b>, or immediately, if the other party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days. – <b>Page 13-14</b></p>	<p>Custodian may assign, without consent to any entity which controls, is controlled by, or is under common control with, the Custodian, CIBC or BNY Mellon, as the case may be. Otherwise no assignment w/o</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		<p><b>Amended and Restated Securities Lending Authorization Agreement</b> dated December 9, 2015, as amended June 30, 2017, with CIBC Mellon Global Securities, CIBC Mellon Trust Company, Canadian Imperial Bank of Commerce and LOGiQ Capital 2016</p>	<p><b>Agreement may be terminated upon thirty (30) days prior notice</b> to the other parties (Page 10).</p>	<p>mutual consent (Page 13).                      a) No assignment without mutual consent. b) GSS or CMT may assign this Agreement without consent to any entity which controls, is controlled by, or is under common control with GSS, CMT, CIBC, or BNY Mellon (Page 10).</p>
			<p><b>Manager may resign by giving 90 days' notice to Trustee and Unitholders.</b> If a successor Manager is not appointed prior to the Manager's resignation date, this Agreement shall be terminated upon the effective date of resignation of the Manager.</p>	<p>N/A</p>
LOGiQ Tactical Bond Fund	LOGiQ Capital 2016	<p><b>Trust Agreement</b> dated July 23, 2015, between LOGiQ Tactical Bond Fund and LOGiQ Capital 2016</p>	<p>Trust Agreement shall be terminated immediately following a Termination Event: (a) Manager is in material default (b) Manager has been declared bankrupt or insolvent (c) Manager makes a general assignment for benefit of creditors (d) assets of the Manager have become subject to seizure or confiscation by any public or governmental authority; or (e) Manager or any successor Manager shall cease to carry out its functions</p>	
			<p><b>Trustee may be removed by the Manager at any time by 90 days' notice</b> to the Trustee. If Manager fails to appoint a successor Trustee within thirty (30) days, a unitholder holding not less than 5% of the outstanding units of the Fund may call a meeting of all unitholders within thirty (30) days thereafter for the purpose of</p>	

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			<p>appointing a successor Trustee. If upon the expiration of a further thirty (30) day period the unitholders have not appointed a new Trustee, this Trust Agreement shall be terminated immediately (<b>Pages 26, 32, and 33</b>).</p> <p><b>Termination with Notice - LOGIQ 2016 or Sub-Advisor may terminate with 45 days' written notice.</b></p> <p><b>Termination by LOGIQ 2016 — LOGIQ 2016</b> may immediately if Sub-Advisor: (a) is in material breach (b) ceases to carry on business; (c) becomes bankrupt or insolvent or (d) no longer holds licenses, registrations or other authorizations necessary (<b>Page 10-11</b>).</p> <p><b>Manager or Custodian may terminate this Agreement without any penalty, upon at least ninety (90) days' written notice</b> to the other party, or immediately, if the other party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days (<b>Pages 13-14</b>).</p>	<p>No assignment w/o mutual consent (Page 11).</p>
		<p><b>Sub-Advisory Agreement</b> dated December 30, 2016, with LOGIQ Capital Partners Inc.</p>		
		<p><b>Amended and Restated Custodial Services Agreement</b> dated as of December 9, 2015, as amended June 30, 2017, with CIBC Mellon Trust Company</p>		<p>Custodian may assign, without consent, to any entity which controls, is controlled by, or is under common control with, the Custodian, CIBC or BNY Mellon. Otherwise, no assignment w/o mutual consent (Page 13).</p>
		<p><b>Administrative Services Agreement</b> dated as of October 29, 2015, as amended June 30, 2017, with CIBC Mellon Global Securities Services Company (registrar and transfer agent to the LOGIQ Tactical Bond Fund and LOGIQ Mutual Fund Limited)</p>	<p><b>Either party may terminate upon sixty (60) days' written notice.</b> Either party may terminate immediately, if any party becomes insolvent, or makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days (<b>Page 8</b>).</p> <p><b>May be terminated upon thirty (30) days prior notice (Page 10).</b></p>	<p>No assignment without mutual consent (Page 11).</p>
		<p><b>Amended and Restated Securities Lending Authorization Agreement</b> dated December 9, 2015, as amended June 30, 2017, with CIBC Mellon Global Securities, CIBC Mellon Trust</p>		<p>a) No assignment without prior consent of other parties. b) GSS or</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		Company, Canadian Imperial Bank of Commerce and LOGiQ Capital 2016		CMT may assign without consent to any entity which controls, is controlled by, or is under common control with GSS, CMT, CIBC, or BNY Mellon (Page 10).
			N/A	N/A
LOGiQ Global Resource Fund		<b>Master Declaration of Trust</b> dated June 30, 2011, as supplemented May 12, 2017, with LOGiQ Asset Management Ltd. as trustee	<b>May be terminated by Manager upon 60 days' prior written notice to the Trustee.</b> May also be terminated by the Trustee with the approval of unitholders of Fund ( <b>Page 6</b> ).	May be assigned to an affiliate of the Manager, but otherwise not without express prior written consent of the other parties ( <b>Page 8</b> ).
LOGiQ High Income Fund	LOGiQ Asset Management Ltd.	<b>Master Management Agreement</b> dated May 11, 2011, with LOGiQ Asset Management Ltd.	<b>May be terminated prior to Termination Date</b> if (a) Portfolio Advisor becomes insolvent (b) necessary licenses are no longer in force, (c) if Manager becomes Bankrupt (d) in case of Material Breach (e) on 10 days' notice by Manager if 2 year performance is in 4 <sup>th</sup> quartile (f) non-payment of portfolio management fee (g) <b>after 2<sup>nd</sup> anniversary of this agreement upon 60 days' notice (Page 10).</b>	Not assignable by Fund or Manager without the prior written consent of the Portfolio Advisor. However, may be assigned to an affiliate of the Manager without Portfolio Advisor's consent. Manager will notify Portfolio Advisor of such assignment to an affiliate. Not assignable by the Portfolio Advisor without the prior
LOGiQ Millennium Fund				
LOGiQ Strategic Yield Fund		<b>Portfolio Advisory Agreement</b> dated March 20, 2013, with LOGiQ Capital Partners Inc. (portfolio advisor to LOGiQ Strategic Yield Fund and co-portfolio advisor to the LOGiQ High Income Fund)		
LOGiQ Total Return Fund				

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				written consent of the Manager (Page 10).
		<p><b>Second Amended and Restated Sub-Advisor Agreement</b> dated February 14, 2017, with Manitou Investment Management Ltd. (portfolio advisor to LOGIQ Total Return Fund)</p>	<p><b>Manager may terminate if Sub-Advisor</b> (a) is in material breach, (b) is bankrupt (c) makes assignment into bankruptcy (d) has assets seized, (e) loses registration/licenses (f) <b>no longer employs Peter Hofstra</b>. Sub-Advisor may terminate if Manager (a) is in material breach, (b) is bankrupt (c) makes assignment into bankruptcy (d) has assets seized, (e) loses registration/licenses and (f) material change in investment policy of fund. <b>Sub-Advisor and Manager both can terminate on 60 days' prior written notice (Pages 7 &amp; 8).</b></p>	<p>Not assignable w/o prior written consent of other party (Page 9).</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017, with CIBC Mellon Trust Company</p>	<p><b>Manager or Custodian may terminate upon at least ninety (90) days' written notice</b> to the other party, or immediately, if the other party becomes insolvent, makes an assignment for benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days (<b>Page 13</b>).</p>	<p>Custodian may assign without consent to any entity which controls, is controlled by, or is under common control with, the Custodian, CIBC or BNY Mellon. Otherwise, no assignment without prior written consent of all the parties (<b>Page 13</b>).</p>
		<p><b>Fund Administration Services Agreement</b> dated June 21, 2017, with CIBC Mellon Trust Company</p>	<p><b>May be terminated with sixty (60) days' written notice.</b> Either party may terminate this Agreement if (i) any party becomes insolvent, or makes an assignment for benefit of creditors, or a petition in bankruptcy is filed by or against that party and is not discharged within thirty (30) days (<b>Page 8</b>).</p>	<p>No assignment without mutual consent (<b>Page 11</b>).</p>
		<p><b>Securities Lending Authorization Agreement</b> dated June 21, 2017, CIBC Mellon Trust Company</p>	<p><b>May be terminated with thirty (30) days prior notice</b> to other parties. (<b>Page 13</b>).</p>	<p>(a) No assignment without mutual</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>consent. (b) GSS or CMT may assign, without consent, to any entity which controls, is controlled by, or is under common control with GSS, CMT, CIBC, or BNY Mellon (Page 13).</p>
<p>Australian Banc Income Fund (TSX listed closed-end fund)</p>	<p>LOGIQ Asset Management Ltd.</p>	<p><b>Trust Agreement</b> dated February 23, 2011 with RBC Dexia Investor Services Trust as trustee, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee)</p>	<p>Trustee may be removed by simple majority vote of Unitholders if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. Subject to the above, <b>Trustee may resign upon 60 days' written notice to the Unitholders and the Manager.</b> If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Pages 15-16</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 17).</b></p>	<p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager. Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written consent of the other party, which consent may not be</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Pages 59-60).</p> <p>See above.</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	<p>See above.</p>	<p>See above.</p>
<p>Canadian 50 Advantaged Preferred Share Fund (TSX listed closed-end fund)</p>	<p>LOGIQ Asset Management Ltd.</p>	<p><b>Trust Agreement</b> dated April 24, 2012 between LOGIQ Asset Management Ltd. and RBC Investor Services Trust (formerly RBC Dexia Investor Services Trust), as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee)</p>	<p>Trustee may be removed by simple majority vote of Unitholders if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. Subject to the above, <b>Trustee may resign upon 60 days' written notice to the Unitholders and the Manager.</b> If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Pages 22-23</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 24).</b></p>	<p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager. Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Page 70).</p>
		<p><b>Management and Portfolio Management Agreement</b> dated as of May 18, 2012 between LOGiQ Asset Management Ltd. and BMO Asset Management Inc.</p>	<p><b>Manager may terminate on 90 days' written notice or such lesser notice period that such other parties may accept (Page 21-22).</b></p>	<p>Manager may not assign without prior written consent. Portfolio Manager may assign to an Affiliate at any time without consent (Page 25).</p>
		<p><b>Registrar, Transfer Agency and Distribution Agency Agreement</b> dated as of May 16, 2012 between Canadian 50 Advantaged Preferred Share Fund, by its manager, LOGiQ Asset Management Ltd., and Computershare Investor Services Inc.</p>	<p><b>Trust (Manager) may terminate upon 90 days' written notice to Computershare (Page 9).</b></p>	<p>Agreement may not be assigned by either party without prior written consent of other party (Page 6).</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	<p>See above.</p>	<p>See above.</p>
<p>Global Capital Securities Trust (TSX listed closed-end fund)</p>	<p>LOGiQ Asset Management Ltd.</p>	<p><b>Amended and Restated Trust Agreement</b> dated December 1, 2014 between LOGiQ Asset Management Ltd. and RBC Investor Services Trust, as amended on January 29, 2016, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee)</p>	<p>Trustee may be removed by simple majority vote of Unitholders if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. Subject to the above, <b>Trustee may resign upon 60 days' written notice to the</b></p>	<p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			<p><b>Unitholders and the Manager.</b> If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Pages 16-17</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 18).</b></p>	<p>Manager, as the case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager. Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (<b>Page 64</b>).</p> <p>See above.</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p> <p><b>Registrar, Transfer Agency and Distribution Agency Agreement</b> dated as of October 20, 2009 between Global Capital Securities Trust, by its manager, LOGIQ Asset Management Ltd., and Computershare Investor Services Inc.</p>	<p>See above.</p> <p><b>Trust (Manager) may terminate upon 90 days' written notice to Computershare (Page 9).</b></p>	<p>See above.</p> <p>N/A</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		<p><b>Portfolio Management Agreement</b> dated October 23, 2009 between Connor, Clark &amp; Lunn Investment Management Ltd. ("Portfolio Manager"), LOGIQ Asset Management Ltd. and Global Capital Securities Trust</p>	<p>Agreement continues until the date that the <b>Manager is terminated as manager to the Trust</b> or the Trust is terminated in accordance with the Trust Agreement. <b>Manager may terminate</b> if (i) Portfolio Manager is in material breach and such breach is not cured within 20 Business Days after notice thereof has been given; (ii) Portfolio Manager has declared bankruptcy or insolvency or is liquidating or winding up; (iii) Portfolio Manager's assets have become subject to seizure or confiscation by any public or governmental organization; or (iv) the Portfolio Manager has lost any license/registration/authorization required to perform its services (<b>Page 5</b>).</p>	<p>Not assignable by the Trust or the Manager without prior written consent of the Portfolio Manager (Page 6).</p>
LOGIQ Advantage Bond Fund (TSX listed closed-end fund)	LOGIQ Asset Management Ltd.	<p><b>Second Amended and Restated Declaration of Trust</b> dated as of April 23, 2009, as supplemented on September 6, 2011 and May 12, 2017 (with TSX Trust Company as trustee)</p> <p><b>Management Agreement</b> dated as of April 23, 2009 between LOGIQ Advantage Bond Fund and LOGIQ Asset Management Ltd. as manager, as it may be amended from time to time</p>	<p><b>Trustee may resign upon 90 days' prior written notice to the Manager (Page 11).</b></p> <p><b>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 8).</b></p> <p><b>Trustee may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders by Ordinary Resolution</b>, upon 30 days' written notice to the Manager if Manager is not performing its duties or immediately if the Manager acts fraudulently, becomes bankrupt or makes a general assignment for the benefit of creditors (<b>Page 7-8</b>).</p> <p>See above.</p>	<p>N/A</p> <p>Manager may assign to any party with approval of Unitholders by Ordinary Resolution, unless the Manager is assigning to an affiliate, in which case no Unitholder approval is necessary (Page 12)</p> <p>See above.</p>
LOGIQ Advantage	LOGIQ Asset	<p><b>Second Amended and Restated Declaration of Trust</b> dated June 19, 2008, as supplemented on</p>	<p><b>Trustee may resign upon 90 days' prior written notice to the Manager (Page 12).</b></p>	<p>N/A</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
Oil & Gas Income Fund (TSX listed closed-end fund)	Management Ltd.	<p>September 9, 2011 and June 19, 2017 between LOGIQ Advantage Oil &amp; Gas Income Fund and Computershare Trust Company of Canada</p> <p><b>Amended and Restated Management Agreement</b> dated as of June 19, 2008 between LOGIQ Asset Management Ltd. and Computershare Trust Company of Canada, on behalf of LOGIQ Advantage Oil &amp; Gas Income Fund</p> <p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	<p>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 10).</p> <p>Trustee may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders by Ordinary Resolution, upon 30 days' written notice to the Manager if Manager is not performing its duties or immediately if the Manager acts fraudulently, becomes bankrupt or makes a general assignment for the benefit of creditors (Pages 9-10).</p> <p>See above.</p>	<p>Manager may assign to any party with approval of Unitholders by Ordinary Resolution, unless the Manager is assigning to an affiliate, in which case no Unitholder approval is necessary (Page 15).</p> <p>See above.</p>
LOGIQ Advantage VIP Income Fund (TSX listed closed-end fund)	LOGIQ Asset Management Ltd.	<p><b>Second Amended and Restated Declaration of Trust</b> dated July 11, 2008, as supplemented on September 9, 2011 and May 12, 2017</p> <p><b>Amended and Restated Management Agreement</b> dated as of July 11, 2008 between LOGIQ Asset Management Ltd. and Computershare Trust Company of Canada, on behalf of LOGIQ Advantage VIP Income Fund</p> <p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC</p>	<p>Trustee may resign upon 90 days' prior written notice to the Manager (Page 12).</p> <p>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 10).</p> <p>Trustee may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders by Ordinary Resolution, upon 30 days' written notice to the Manager if Manager is not performing its duties or immediately if the Manager acts fraudulently, becomes bankrupt or makes a general assignment for the benefit of creditors (Pages 9-10).</p> <p>See above.</p>	<p>N/A</p> <p>Manager may assign to any party with approval of Unitholders by Ordinary Resolution, unless the Manager is assigning to an affiliate, in which case no Unitholder approval is necessary (Page 15).</p> <p>See above.</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
	Mellon Trust Company			
LOGIQ AVIP Trust (non-listed closed-end fund; underlying trust of LOGIQ Advantage VIP Income Fund)	LOGIQ Asset Management Ltd.	<p><b>Amended and Restated Declaration of Trust</b> dated July 11, 2008, as supplemented on August 22, 2011 and May 12, 2017</p> <p><b>Amended and Restated Management Agreement</b> dated as of July 11, 2008 between LOGIQ Asset Management Ltd. and LOGIQ AVIP Trust</p> <p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	<p>Trustee may resign upon 90 days' prior written notice to the Manager (Page 10).</p> <p>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 9).</p> <p>Trustee (Fund) may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders by Ordinary Resolution, unless the Manager is assigning to an affiliate, in which case no Unitholder approval is necessary (Page 14).</p> <p>See above.</p>	N/A
LOGIQ MBB Trust (non-listed closed-end fund - underlying trust of LOGIQ Advantage Bond Fund)	LOGIQ Asset Management Ltd.	<p><b>Second Amended and Restated Declaration of Trust</b> dated April 23, 2009, as supplemented on August 22, 2011 and May 12, 2017</p> <p><b>Management Agreement</b> dated April 23, 2009 between LOGIQ Asset Management Ltd. and LOGIQ MBB Trust, as it may be amended from time to time</p>	<p>Trustee may resign upon 90 days' prior written notice to the Manager (Page 9).</p> <p>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 7).</p> <p>Trustee may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders notice to the Manager if Manager is not performing its duties or immediately if the Manager acts fraudulently, becomes bankrupt or makes a general assignment for the benefit of</p>	N/A

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		<p><b>Portfolio Management Agreement</b> dated April 23, 2009 between LOGIQ MBB Trust, LOGIQ Asset Management Ltd. and MFC Global Investment Management (Canada), a division of Elliott &amp; Page Limited (“Portfolio Manager”)</p>	<p>creditors (Page 7).  <b>Manager may terminate agreement at any time on 90 days’ written notice to the Portfolio Manager</b>, on 10 days’ written notice for an uncured material breach of the agreement by the Portfolio Manager or immediately in the event of: insolvency or liquidation/bankruptcy seizure or confiscation of assets by any public/governmental organization, loss of registration/license/authorization required, commission of any fraudulent act, misrepresentation, wilful misconduct, bad faith or negligence resulting in a material adverse effect on the Portfolio (<b>Pages 13-14</b>).</p>	<p>12).            Agreement may not be assigned by any party without the other parties’ prior written consent (Page 15).</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	<p>See above.</p>	<p>See above.</p>
		<p><b>Global Master Securities Lending Agreement</b> (a.k.a. Prime Brokerage Agreement) dated April 23, 2009 between RBC Investor Services Trust (formerly RBC Dexia Investor Services Trust), LOGIQ MBB Trust and MFC Global Investment Management (Canada), a division of Elliott &amp; Page Limited</p>	<p><b>Each party may terminate upon 15 Business Days’ written notice to the other party</b>, subject to an obligation to ensure that all Loans which have been entered into but not discharged at the time such notice is given are duly discharged in accordance with this Agreement (<b>Page 21</b>).</p>	<p>No assignment without prior written consent of the other parties (Page 22).             It is a condition of the credit facility that the Manager remains the manager and the Portfolio Manager remains the Portfolio Manager of the Borrower. Lender agrees to waive this condition if, upon change in Manager or Portfolio Manager, the replacement</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>Manager and/or Portfolio Manager executes and agrees to be bound by the agreement (Page 6 of Fund Addendum).</p>
<p>LOGiQ VIP Income Fund (TSX listed closed-end fund)</p>	<p>LOGiQ Asset Management Ltd.</p>	<p><b>Fifth Amended and Restated Declaration of Trust</b> dated July 4, 2008, as supplemented on September 9, 2011 and May 12, 2017</p> <p><b>Amended and Restated Management Agreement</b> dated July 4, 2008 between LOGiQ Asset Management Ltd. and LOGiQ VIP Income Fund</p>	<p>Trustee may resign upon 90 days' prior written notice to the Manager (Pages 12-13).</p> <p>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 9).</p> <p>Trustee may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders by Ordinary Resolution, upon 30 days' written notice to the Manager if Manager is not performing its duties or immediately if the Manager acts fraudulently, becomes bankrupt or makes a general assignment for the benefit of creditors (Pages 8-9).</p> <p>See above.</p>	<p>N/A</p> <p>Manager may assign to any party with approval of Unitholders by Ordinary Resolution, unless the Manager is assigning to an affiliate, in which case no Unitholder approval is necessary (Page 14).</p> <p>See above.</p>
<p>LOGiQ O&amp;G Trust (non-listed closed-end fund - underlying trust of LOGiQ Advantage Oil &amp; Gas Income</p>	<p>LOGiQ Asset Management Ltd.</p>	<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company</p> <p><b>Amended and Restated Declaration of Trust</b> dated June 19, 2008, as supplemented on August 22, 2011 and May 12, 2017</p> <p><b>Amended and Restated Management Agreement</b> dated June 19, 2008 between LOGiQ Asset Management Ltd. and LOGiQ O&amp;G Trust</p>	<p>Trustee may resign upon 90 days' prior written notice to the Manager. Trustee may be requested to resign by the Manager in the event that it ceases to qualify as Trustee and the Manager proposes a replacement trustee concurrently with submitting the resignation request. (Pages 9-10).</p> <p>Manager may resign and agreement may be terminated upon 120 days' notice to the Trustee (Page 9).</p>	<p>N/A</p> <p>Manager may assign to any party with approval of Unitholders by</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
Fund)			<p>Trustee may terminate agreement at any time, on behalf of the Fund, upon 90 days' written notice with approval of Unitholders by Ordinary Resolution, upon 30 days' written notice to the Manager if Manager is not performing its duties or immediately if the Manager acts fraudulently, becomes bankrupt or makes a general assignment for the benefit of creditors (Pages 8-9).</p> <p>See above.</p>	<p>Ordinary Resolution, unless the Manager is assigning to an affiliate, in which case no Unitholder approval is necessary (Page 14).</p> <p>See above.</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGiQ Asset Management Ltd. and CIBC Mellon Trust Company</p>		
<p>Low Volatility Canadian Equities Income Fund (TSX listed closed-end fund)</p>	<p>LOGiQ Asset Management Ltd.</p>	<p><b>Trust Agreement</b> dated January 25, 2012 between LOGiQ Asset Management Ltd. and RBC Investor Services Trust, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee)</p>	<p><b>Trustee may be removed by simple majority vote of Unitholders</b> if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. Subject to the above, <b>Trustee may resign upon 60 days' written notice to the Unitholders and the Manager.</b> If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Page 21</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 23).</b></p>	<p>The Manager may assign its rights and obligations to an Affiliate of the Manager (Page 24).</p> <p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager.</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Pages 59-60).</p> <p>See above.</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	<p>See above.</p>	
<p>Macquarie Global Infrastructure Fund (TSX listed closed-end fund)</p>	<p>LOGIQ Asset Management Ltd.</p>	<p><b>Trust Agreement</b> dated as of September 27, 2013 between LOGIQ Asset Management Ltd. and RBC Investor &amp; Treasury Services, as supplemented on July 31, 2017 (appointing CIBC Mellon Trust Company as trustee)</p>	<p><b>Trustee may be removed by simple majority vote of Unitholders</b> if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. Subject to the above, <b>Trustee may resign upon 60 days' written notice to the Unitholders and the Manager</b>. If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Page 13</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders</b></p>	<p>The Manager may assign its rights and obligations to an Affiliate of the Manager (Page 19).</p> <p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination or upon such lesser notice as the Trustee may accept (Page 13).	Assignment
				<p>case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager. Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Page 59-60).</p>
		<p><b>Portfolio Management Agreement</b> dated as of September 27, 2013 between Macquarie Global Infrastructure Income Fund, LOGIQ Asset Management Ltd. and Macquarie Capital Investment Management LLC (“Investment Advisor”)</p>	<p><b>Manager or Fund (or both) may terminate</b> (i) immediately if the Fund is terminated in accordance with the Trust Agreement, (ii) <b>on 20 Business Days’ written notice</b> following a material breach or default by the Investment Advisor where not cured, (iii) immediately upon insolvency or liquidation of the Investment Advisor, (iv) immediately if the assets of the Investment Advisor become subject to seizure, (v) immediately if the Investment Advisor loses a</p>	<p>No assignment without prior written consent of the other parties, unless assignment is to an affiliate or successor corporation (Page 23).</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			governmental or regulatory license or (vi) immediately if the Investment Advisor has breached its duties or standard of care (Page 20).	
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p>	See above.	See above.
<p>Voya Floating Rate Senior Loan Fund (TSX listed closed-end fund)</p>	<p>LOGIQ Asset Management Ltd.</p>	<p><b>Amended and Restated Trust Agreement</b> dated as of July 18, 2017</p>	<p><b>Trustee may be removed by simple majority vote of Unitholders</b> if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. Subject to the above, <b>Trustee may resign upon 60 days' written notice to the Unitholders and the Manager</b>. If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Page 14</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 16).</b></p>	<p>Manager may assign its rights and obligations to an Affiliate of the Manager (Page 17).</p> <p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager. Otherwise, this Agreement may not be assigned by the Trustee or the</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>Manager without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Page 56).</p>
		<p><b>Sub-Advisor Agreement</b> dated July 18, 2017 between LOGIQ Asset Management Ltd. and Voya Investment Management Co. LLC (“Sub-Advisor”)</p>	<p><b>Manager may terminate if</b> (i) the Sub-Advisor is in a material breach that has not been cured within 20 Business Days after notice thereof has been given (ii) the Sub-Advisor has been declared bankrupt or insolvent, entered liquidation or is in winding up (iii) Sub-Advisor makes a general assignment for the benefit of creditors (iv) the assets have become subject to seizure (v) lost any registration, license, etc. (vi) <b>for any reason without penalty upon 90 days’ written notice to the Sub-Advisor (Pages 7-8).</b></p>	<p>No assignment by Manager without prior written consent of the Sub-Advisor (and vice versa) (Page 9).</p>
		<p><b>Custodian Agreement</b> dated July 18, 2017 between LOGIQ Asset Management Ltd., as manager of Voya Floating Rate Senior Loan Fund, and State Street Trust Company Canada</p>	<p><b>Manager may terminate upon 90 days’ written notice, delivered or mailed, postage prepaid, unless a different period is agreed to in writing by the parties (Page 17).</b></p> <p>For Remote Access Services Letter, <b>Manager may terminate for any reason by giving 30 days’ notice to State Street or immediately for failure of State Street to comply with any material term and condition of the Agreement by giving State Street written notice of termination. Remote Access</b></p>	<p>No assignment by either party without prior written consent of the other party (Page 21).</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			<p>Services Agreement shall terminate within 90 days after the termination of the Custodian Agreement, if applicable (Schedule F, Page 3).</p> <p>Manager may terminate following an Event of Default by The Bank of Nova Scotia upon not more than 20 days' notice (Page 8).</p> <p>If a Termination Event occurs, and if (1) a transfer to avoid the Termination Event or an agreement between the parties has not been reached with respect to action to be taken in the event of an Illegality or a Tax Event or (2) an Illegality, a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party, <b>either party</b> in the case of an Illegality, <b>the Burdened Party</b> in the case of a Tax Event Upon Merger, <b>any Affected Party</b> in the case of a Tax Event or an Additional Termination Event if there is more than one Affected Party, <b>or the party which is not the Affected Party</b> in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party <b>may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions (Pages 8-9).</b></p> <p><b>Trust (Manager) may terminate upon 90 days' written notice to Computershare (Page 9).</b></p>	<p>No transfer of any interest or obligation under the agreement by either party without prior written consent of the other party <b>unless</b> (a) party makes such transfer pursuant to a consolidation or amalgamation with, or merger with or into, <b>or transfer of all or substantially all of its assets</b> to, another entity or (b) party makes a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party (p. 11).</p>
		<p><b>Forward Agreement</b> dated as of June 17, 2011 between Voya Floating Rate Senior Loan Fund and The Bank of Nova Scotia</p>		N/A
		<p><b>Registrar, Transfer Agency and Distribution Agency Agreement</b> dated June 17, 2011 between Voya Floating Rate Senior Loan Fund, by its manager, LOGiQ Asset Management Ltd., and Computershare Investor Services Inc.</p> <p><b>Sub-Advisor Agreement</b> dated June 17, 2011 between LOGiQ Asset Management Ltd. and ING</p>	<p><b>Manager may terminate</b> if (i) Sub-Advisor is in a material breach that has not been cured within</p>	<p>No assignment by Manager without</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		Investment Management Co. LLC	20 Business Days after notice thereof has been given to the Sub-Advisor and to the Trustee (ii) Sub-Advisor has been declared bankrupt or insolvent, is liquidating or winding up (iii) Sub-Advisor makes a general assignment for the benefit of creditors (iv) Sub-Advisor's assets have become subject to seizure (v) Sub-Advisor has lost any registration/license/authorization required (vi) <b>for any reason without penalty upon 90 days' written notice to the Sub-Advisor (Page 7).</b>	prior written consent of the Sub-Advisor (and vice versa) (Page 8).
		<p><b>ISL Loan Trust II's Trust Agreement</b> dated as of February 26, 2013 between LOGIQ Asset Management Ltd. and Computershare Trust Company Canada</p> <p><b>ISL Loan Trust II's Custodial Agreement</b> dated March 22, 2013 between LOGIQ Asset Management Ltd., as manager of ISL Loan Trust II, and State Street Trust Company Canada</p>	See below.	See below.
<p>Voya Diversified Floating Rate Senior Loan Fund (TSX listed closed-end fund)</p>	<p>LOGIQ Asset Management Ltd.</p>	<p><b>Fund's Trust Agreement</b> dated February 26, 2013 with RBC Investor Services Trust as trustee, as supplemented on August 13, 2015</p>	<p><b>Trustee may be removed by simple majority vote of Unitholders</b> if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. <b>Subject to the above, Trustee may resign upon 60 days' written notice to the Unitholders and the Manager.</b> If no Trustee successor has been appointed within 90 days of Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (<b>Page 14</b>).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 16).</b></p>	<p>Manager may assign its rights and obligations to an Affiliate of the Manager (Page 19).</p> <p>Trustee and Manager may assign to an Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the case may be, with which the Trustee or the Manager</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
				<p>may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager. Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Pages 61-62).</p> <p>See above.</p>
		<p><b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company</p> <p><b>ISL Loan Trust II's Trust Agreement</b> dated as of February 26, 2013 between LOGIQ Asset Management Ltd. and Computershare Trust Company Canada</p>	<p>See above.</p> <p><b>Trustee may be removed by simple majority vote of Unitholders</b> if Trustee (i) becomes insolvent, (ii) ceases to be Canadian resident (iii) ceases to be qualified or (iv) is in material breach which has not been cured within 30 days after notice thereof has been given to the Trustee. <b>Subject to the above, Trustee may resign upon 60 days' written notice to the Unitholders and the Manager.</b> If no Trustee successor has been appointed within 90 days of</p>	<p>Manager may assign its rights and obligations to an Affiliate of the Manager (Page 16).</p> <p>Trustee and Manager may assign to an</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			<p>Trustee's or Manager's notice date, this Agreement and the trusts established hereunder shall be terminated (Page 14).</p> <p><b>Manager may resign upon 60 days' written notice to the Trustee and to the Unitholders or upon such lesser notice as the Trustee may accept (Page 16).</b></p>	<p>Affiliate (as defined in the CBCA) or successor in the business of the Trustee or the Manager, as the case may be, with which the Trustee or the Manager may amalgamate or merge or a corporation resulting from any reorganization of the Trustee or the Manager.</p> <p>Otherwise, this Agreement may not be assigned by the Trustee or the Manager without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns (Page 52).</p>
		<p><b>ISL Loan Trust II's Custodial Agreement</b> dated March 22, 2013 between LOGIQ Asset Management Ltd., as manager of ISL Loan Trust II, and State Street Trust Company Canada</p>	<p><b>Manager may terminate upon 90 days' written notice</b>, delivered or mailed, postage prepaid, <b>unless a different period is agreed to in writing by the parties (Page 17).</b></p>	<p>No assignment by either party without prior written consent of the other</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
			<p>For Remote Access Services Letter, <b>Manager may terminate for any reason by giving 30 days' notice to State Street or immediately for failure of State Street to comply with any material term and condition of the Agreement by giving State Street written notice of termination. Remote Access Services Agreement shall terminate within 90 days after the termination of the Custodian Agreement, if applicable (Schedule F, Pages 3-4).</b></p>	<p>party (Page 20).</p>
	<p><b>Forward Agreement</b> dated March 20, 2013 between The Bank of Nova Scotia, RBC Investor Services Trust, as trustee of Voya Diversified Floating Rate Senior Loan Fund and Connor, Clark &amp; Lunn Capital Markets Inc.</p>	<p><b>Manager may terminate following an Event of Default by The Bank of Nova Scotia upon not more than 20 days' notice (Page 8).</b></p> <p><b>If a Termination Event occurs, and if (1) a transfer to avoid the Termination Event or an agreement between the parties has not been reached with respect to action to be taken in the event of an Illegality or a Tax Event or (2) an Illegality, a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party, either party in the case of an Illegality, the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions</b></p>	<p>No transfer of any interest or obligation under the agreement by either party without prior written consent of the other party <b>unless (a)</b> party makes such transfer pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of <b>all or substantially all of its assets to, another entity or (b)</b> party makes a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party (p. 11).</p>	

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination (Pages 8-9).	Assignment
		<p><b>Registrar, Transfer Agency and Distribution Agency Agreement</b> dated as of March 22, 2013 between Voya Diversified Floating Rate Senior Loan Fund, by its manager, LOGIQ Asset Management Ltd., and Computershare Investor Services Inc.</p>	<p><b>Trust (Manager) may terminate upon 90 days' written notice to Computershare (Page 9).</b></p>	<p>N/A</p>
		<p><b>Sub-Advisor Agreement</b> dated March 22, 2013 between LOGIQ Asset Management Ltd. and ING Investment Management Co. LLC</p>	<p><b>Manager may terminate if (i) Sub-Advisor is in a material breach that has not been cured within 20 Business Days after notice thereof has been given to the Sub-Advisor and to the Trustee (ii) Sub-Advisor has been declared bankrupt or insolvent, is liquidating or winding up (iii) Sub-Advisor makes a general assignment for the benefit of creditors (iv) Sub-Advisor's assets have become subject to seizure (v) Sub-Advisor has lost any registration/license/authorization required (vi) for any reason without penalty upon 90 days' written notice to the Sub-Advisor (Page 7)</b></p>	<p>No assignment by Manager without prior written consent of the Sub-Advisor (and vice versa) (Page 8).</p>
		<p><b>Amended and Restated Master Declaration of Trust</b> dated May 12, 2017 with LOGIQ Capital Partners Inc. as trustee</p>	<p><b>Trustee may resign upon 60 days' notice to the Unitholders and to the Manager. Trustee may be removed with or without cause by the Manager upon 60 days' notice to the Trustee (Pages 34-35).</b></p>	<p>N/A</p>
<p>LOGIQ Credit Opportunities Fund (alternative/OM fund)</p>	<p>LOGIQ Capital Partners Inc.</p>	<p><b>Master Management Agreement</b> dated as of September 30, 2013 with LOGIQ Capital Partners Inc. (formerly AHF Capital Partners Inc.) as manager</p>	<p><b>Manager may terminate upon 60 days' prior written notice to the Trustee (Page 9).</b></p>	<p>Agreement may be assigned to an affiliate of the Manager, as that term is defined in the <i>Securities Act</i> (Ontario), but otherwise shall not be assignable by either party hereto, without the express prior written</p>

Fund(s)	Manager	Material Contract	Notice of Resignation/Termination	Assignment
		<b>Custodian Agreement</b> dated June 21, 2017 between LOGIQ Asset Management Ltd. and CIBC Mellon Trust Company	See above.	consent of the other party (Page 11). See above.
LOGIQ Select Equity Fund (alternative/OM fund)	LOGIQ Capital 2016	<b>Amended and Restated Trust Agreement</b> dated May 12, 2017 between LOGIQ Capital 2016 and CIBC Mellon Trust Company, amended as of June 30, 2017  <b>Custodial Services Agreement</b> dated May 31, 2016 between LOGIQ Capital 2016 and CIBC Mellon Trust Company, as amended on June 30, 2017	<b>Manager may resign upon 90 days' prior written notice to the Trustee (Pages 29-30).</b>  <b>Manager may terminate upon at least 90 days' written notice to the Custodian</b> or immediately if the Custodian becomes insolvent/makes an assignment for the benefit or creditors, or a petition in bankruptcy is filed and not discharged within 30 days, or proceedings for the appointment of a receiver are commenced and not discontinued within 30 days ( <b>Pages 12-13</b> ). <b>Manager may terminate upon 60 days' written notice.</b> Upon terminating, the Fund and/or Manager shall immediately prepay to CIBC Mellon an amount equal to the fees earned by CIBC Mellon in the previous 2 month period ( <b>Pages 8</b> ).	N/A  No assignment without prior written consent of the Custodian (Page 12).  No assignment without prior written consent of the parties (Page 11).

**SCHEDULE 6.1(o)**  
**VALUE CALCULATIONS**

<b>Fund Name</b>	<b>AUM</b>
LOGiQ Resource Growth & Income Class	\$25,012,385.51
LOGiQ Global Resource Fund	\$13,624,041.37
LOGiQ Global Opportunities Class	\$37,065,060.46
LOGiQ Tactical Equity Class	\$14,740,024.55
LOGiQ Total Return Fund	\$35,557,292.71
LOGiQ Special Opportunities Class	\$107,022,384.33
LOGiQ Growth Fund	\$34,235,442.86
LOGiQ Growth Class	\$3,995,005.63
LOGiQ High Income Fund	\$129,165,007.42
LOGiQ Strategic Yield Fund	\$107,108,351.35
LOGiQ MLP & Infrastructure Income Class	\$94,817,848.82
LOGiQ Tactical Bond Class	\$15,440,365.54
LOGiQ Money Market Class	\$6,135,738.53
LOGiQ Balanced Monthly Income Class	\$34,997,998.26
LOGiQ Millennium Fund	\$5,013,520.97
LOGiQ Global Balanced Income Class	\$19,137,329.47
LOGiQ Growth & Income Class	\$0.00
LOGiQ Select Equity Fund	\$25,710,004.29
LOGiQ Credit Opportunities Fund	\$18,725,110.29
Canadian 50 Advantage Preferred Shared Fund	\$29,380,118.22
Global Capital Securities Trust	\$73,995,304.36
LOGiQ Advantage Oil & Gas Income Fund	\$4,734,148.81
Australian Banc Income Fund	\$31,511,437.67
Low Volatility Canadian Equities Income Fund	\$3,501,230.90
Macquarie Global Infrastructure Income Fund	\$17,778,442.36
LOGiQ VIP Income Fund	\$122,007,118.06
LOGiQ Advantage VIP Income Fund	\$57,285,044.17
LOGiQ Advantage Bond Fund	\$4,921,700.81
Voya Floating Rate Senior Loan Fund	\$131,664,086.96
Voya Diversified Floating Rate Senior Loan Fund	\$61,636,629.86
Voya High Income Floating Rate Fund	\$0.00
<b>Total</b>	<b>\$1,265,918,174.54</b>