

QWEST PRODUCTIVITY MEDIA INCOME TRUST
INSTRUCTIONS FOR SUBSCRIPTION
(Accredited Investors)

1. Complete and sign the following documents and instruments:

Type of Subscriber	Subscription Agreement	Exhibit A – Form for Accredited Investors	Exhibit B – Form for Individual Accredited Investors
The Subscriber (a) <u>is not</u> an individual, (b) is resident in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, Yukon, Northwest Territories or Nunavut, and (c) is purchasing the Units pursuant to the accredited investor prospectus exemption	✓	✓	
The Subscriber (a) <u>is</u> an individual, (b) is resident in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador, Yukon, Northwest Territories or Nunavut, and (c) is purchasing the Units pursuant to the Accredited Investor Prospectus Exemption	✓	✓	✓
The Subscriber (a) <u>is not</u> an individual, (b) is resident in British Columbia, Saskatchewan, Manitoba, Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island, or Newfoundland and Labrador, and (c) is purchasing the Units pursuant to the minimum investment amount prospectus exemption	✓		

2. Deliver the foregoing documents to Maurice Levesque of Qwest Productivity Media Income Trust at the address stated below:

Qwest Productivity Media Income Trust
Suite 802, 750 West Pender Street
Vancouver, BC V6C 2T8
Attention: Maurice Levesque

3. For securities purchased through an investment dealer or an exempt market dealer registered with FundServ, pay the subscription amount via FundServ using the FundServ codes listed below, and for securities purchased through an exempt market dealer that is not registered with FundServ, or directly through the Issuer, pay the subscription amount via cheque or bank draft to the order of "Qwest Productivity Media Income Trust".

4. Direct any questions about the foregoing documents and instruments to Maurice Levesque of Qwest Productivity Media Income Trust at info@qwestfunds.com.

QWEST PRODUCTIVITY MEDIA INCOME TRUST
SUBSCRIPTION AGREEMENT
(Accredited Investors)

To: Qwest Productivity Media Income Trust (the “**Issuer**”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and offers to purchase from the Issuer the amount of class A units or class F units specified below (the “**Units**”).

<p style="text-align: center;">Information about Subscriber</p> <p>_____</p> <p>Subscriber’s full legal name</p> <p>_____</p> <p>Subscriber’s street address</p> <p>_____</p> <p>Subscriber’s city, province and postal code</p> <p>_____</p> <p>Subscriber’s telephone number</p> <p>_____</p> <p>Subscriber’s e-mail address</p> <p>_____</p> <p>Subscriber’s SIN or BN (as applicable)</p> <p>_____</p> <p>Subscriber’s signature</p> <p>_____</p> <p>Signatory’s name and title (if applicable)</p> <p>_____</p> <p>Date</p>	<p style="text-align: center;">Information about Subscription</p> <p><input type="checkbox"/> Class A Units (FundServ Code QWE810)</p> <p><input type="checkbox"/> Class F Units (FundServ Code QWE811)</p> <p>(1) Gross Subscription Amount: \$ _____</p> <p>(2) Front-end Sales Commission: \$ _____</p> <p>(3) Dealer Fee: \$ _____</p> <p>(*) Net Subscription Amount: \$ _____</p> <p>(*) = (1) – (2) – (3)</p>
<p style="text-align: center;">Registration and Delivery Instructions</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Account Reference (if applicable)</p> <p>_____</p> <p>Street address</p> <p>_____</p> <p>City, province and postal code</p>	<p style="text-align: center;">Information about Principal</p> <p><i>If you are purchasing as agent for a principal (and you are not deemed to be purchasing as principal because you are (i) a trust company or trust corporation described in paragraph (p) of the definition of “accredited investor” in National Instrument 45-106, or (ii) a person described in paragraph (q) of the definition of “accredited investor” in National Instrument 45-106) provide the information below and complete schedule A and, if applicable, schedule B, on the principal’s behalf:</i></p> <p>_____</p> <p>Principal’s full legal name</p> <p>_____</p> <p>Principal’s street address</p> <p>_____</p> <p>Principal’s city, province, and postal code</p> <p>_____</p> <p>Principal’s telephone number</p> <p>_____</p> <p>Principal’s e-mail address</p>

Information about Directors, Executive Officers, Promoters, Insiders, control Persons and Registrants

Check the applicable boxes (if any):

- The Subscriber is a director of the Issuer.
- The Subscriber is an executive officer of the Issuer.
- The Subscriber is a promoter of the Issuer.
- The Subscriber is an insider of the Issuer.
- The Subscriber is a control person of the Issuer.
- The Subscriber is a registrant.

Certain terms above have the meanings ascribed to them in schedule A.

Dealer Information

Salesperson's name

Salesperson's telephone number

Salesperson's dealing representative number (if applicable)

Salesperson's facsimile number

Firm's name

Salesperson's e-mail address

ISSUER'S ACCEPTANCE

This subscription is accepted by **Qwest Productivity Media Income Trust** on behalf of the Issuer on the _____ day of _____, 20 ____.

QWEST PRODUCTIVITY MEDIA INCOME TRUST, by its
duly authorized manager **QWEST INVESTMENT FUND
MANAGEMENT LTD.**

Per: _____

1. **Purchase and Sale of Units**

On the terms and subject to the conditions stated in this agreement, the Issuer shall sell the Units to the Subscriber, and the Subscriber shall purchase the Units from the Issuer, free and clear of any encumbrances. The closing of the purchase and sale of the Units (the “**Closing**”) will occur on the first business day of the month following the Issuer’s receipt of this agreement and the subscription amount.

2. **Subscriber’s Acknowledgements**

The Subscriber acknowledges that:

- (a) if the Subscriber is acting as agent for a principal, then unless the context requires otherwise, any acknowledgement, representation, warranty, or covenant of the Subscriber in this agreement will be deemed to also be an acknowledgement, representation, warranty, or covenant of the principal;
- (b) the Issuer may accept or reject this agreement for any reason. If the Issuer rejects this agreement, then the Issuer will promptly return the subscription amount, without interest or deduction, to the Subscriber;
- (c) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;
- (d) there are risks associated with an investment in the Units;
- (e) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;
- (f) there is no government or other insurance covering the Units;
- (g) the Issuer does not have any of its securities listed or quoted, and has not applied and does not intend to apply to list or quote, any of its securities on any stock exchange or quotation and trade reporting system (as that term is defined in securities legislation);
- (h) the issue and sale of the Units is conditional upon such issue and sale being exempt from the prospectus requirement under securities legislation;
- (i) as a consequence of acquiring the Units in reliance on a prospectus exemption under securities legislation, certain protections, rights and remedies provided by securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber;
- (j) there are statutory restrictions on the ability of the Subscriber to resell the Units, and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them;
- (k) until certain statutory restrictions expire, the Subscriber will not be able to resell the Units unless the Subscriber complies with an exemption from the prospectus requirement under securities legislation;
- (l) the certificate representing the Units will carry a legend relating to the statutory resale restrictions on the Units; and
- (m) the Subscriber must consult its own professional advisers to obtain advice on the financial, legal and tax consequences that may apply to the Subscriber in connection with an investment in the Units.

3. **Subscriber’s Representations and Warranties**

The Subscriber hereby represents and warrants to the Issuer, and will be deemed to have so represented and warranted again at the Closing, that:

- (a) if the Subscriber is an individual, then he or she is not less than 18 years of age and has not been found to be a person of unsound mind under any law or by any court of competent jurisdiction, and if the Subscriber is not an individual, then it is duly incorporated, continued, or formed, as the case may be, and is in good standing, under the laws of its jurisdiction of incorporation, continuance, or formation;
- (b) if the Subscriber is an individual, then the Subscriber has the capacity, and if the Subscriber is not an individual, then the Subscriber has the power and authority, to sign this agreement;
- (c) after the Subscriber signs this agreement, this agreement will be binding on, and enforceable against, the Subscriber in accordance with its terms, except as such enforceability may be affected by laws affecting the enforcement of creditors’ rights generally, and the availability of equitable remedies may be limited by equitable principles of general applicability;
- (d) the signing, delivery, and performance of this agreement by the Subscriber do not, and will not, violate any law or order to which the Subscriber is subject or by which it is bound, or the terms of any agreement, commitment or arrangement to which it is a party;
- (e) the Subscriber is purchasing the Units as principal;
- (f) if the Subscriber is resident in a province other than Ontario, then the Subscriber is an “accredited investor” as such term is defined in section 1.1 of National Instrument 45-106 (“**National Instrument 45-106**”);
- (g) if the Subscriber is resident in Ontario, then the Subscriber is an “accredited investor” as such term is defined in subsection 73.3(1) of the *Securities Act* (Ontario);
- (h) the Subscriber is an has delivered a signed copy of schedule A to the Issuer;
- (i) if the Subscriber is an individual, then the Subscriber has also delivered a signed copy of schedule B to the Issuer;
- (j) if the Subscriber is not an individual, then the Subscriber was not created, and is not being used, solely to purchase or hold the Units as an “accredited investor” described in paragraph (m) of the definition of “accredited investor” in section 1.1 of National Instrument 45-106;
- (k) the Subscriber is not a U.S. person, as such term is defined by Rule 902 of Regulation S under the United States Securities Act of 1933, as amended, and the Subscriber is not purchasing the Units for the account or benefit of any U.S. person;
- (l) the Units were not offered to the Subscriber in the United States, and the person that made the order to purchase the Units and signed and delivered this agreement on behalf of the Subscriber was not in the United States when the order for the Units was placed and this agreement was signed and delivered;
- (m) the Subscriber is aware that the Issuer has no present intention of filing any registration statement with the United States Securities and Exchange Commission in respect of the Units;
- (n) the Subscriber is aware that the Units may not be offered or resold in the United States unless

such Units are registered under the United States Securities Act of 1933, as amended, and all applicable state securities laws, or an exemption from such registration requirements is available;

- (o) the Subscriber is aware of the characteristics of, and the risks relating to an investment in, the Units;
- (p) no person has made any representation to the Subscriber that any person will repurchase or resell the Units, or that any person will refund the subscription amount;
- (q) no person has given any undertaking to the Subscriber relating to the future value or future purchase price of the Units;
- (r) no person has made any representation to the Subscriber that the Units will be listed or quoted, or that an application has been or will be made to list or quote the Units;
- (s) other than the Offering Memorandum of the Issuer dated September 21, 2016, as amended, the Subscriber has not requested or received any prospectus, offering memorandum, or other document that describes or purports to describe the Issuer's business and affairs, that was prepared for delivery to, and review by, the Subscriber in order to assist it in making an investment decision about the Units;
- (t) the Subscriber is not aware of any advertising in any form (for example, Internet, electronic mail, direct mail, newspaper or magazine) to solicit purchasers of the Units;
- (u) the Subscriber has relied solely upon the information in this agreement, and publicly-available information about the Issuer and the Units, if any, and not upon any verbal or written representation made by or on behalf of the Issuer. The Subscriber is aware that the Issuer makes no representation or warranty as to the accuracy of any such publicly-available information;
- (v) to the best of the Subscriber's knowledge, none of the funds that the Subscriber is using to acquire the Units have been or will represent the proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*;
- (w) the Subscriber is not identified on any list established under section 83.05(1) of the *Criminal Code (Canada)*, or in any regulation promulgated under the *United Nations Act (Canada)*, relating to anti-terrorism financing;
- (x) the Subscriber is not aware of any person acting or purporting to act in connection with the purchase and sale of the Units that is, or may be, entitled to any commission or finder's fee. If any person establishes a claim to a commission or finder's fee, then the Subscriber shall indemnify the Issuer against any losses and liabilities (including legal fees and expenses), whether or not the losses or liabilities involve a third-party claim, that arise, directly or indirectly, from such claim; and
- (y) the Subscriber has consulted, or has had the opportunity to consult, with its own professional advisers to obtain advice on the financial, legal and tax consequences that may apply to the Subscriber in connection with an investment in the Units.

4. **Subscriber's Obligations Prior to Closing**

The Subscriber shall use its best efforts to satisfy the conditions stated in section 5, and promptly notify the Issuer if it becomes aware of any fact that would, or would be reasonably expected to, preclude the satisfaction of such conditions.

5. **Issuer’s Conditions to Closing**

The Issuer’s obligation to sell the Units to the Subscriber is subject to the satisfaction of the following conditions, any of which the Issuer may waive at its discretion:

- (a) the Subscriber has delivered the following documents to the Issuer:
 - (i) a signed copy of this agreement;
 - (ii) a signed copy of schedule A;
 - (iii) if the Subscriber is an individual, a signed copy of schedule B; and
- (b) if the Subscriber is purchasing the Units through an investment dealer or an exempt market dealer that is registered with FundServ, the Subscriber has paid the subscription amount via FundServ using the FundServ codes listed on page 1 of this agreement;
- (c) if the subscriber is purchasing the Units through an exempt market dealer that is not registered with FundServ, or is purchasing the Units directly through the Issuer, the Subscriber has delivered a cheque or bank draft to the order of “Qwest Productivity Media Income Trust” in an amount equal to the subscription amount;
- (d) the representations and warranties of the Subscriber in this agreement were accurate on the date the Subscriber signed this agreement and are accurate at the Closing;
- (e) the Subscriber has performed those of its obligations under this agreement that it is required to perform prior to the Closing; and
- (f) the Issuer has accepted this agreement.

6. **Privacy**

- (a) The Subscriber hereby authorizes the Issuer to collect, use and disclose the Subscriber’s personal information contained in this agreement for the purposes of compliance with the following:
 - (i) business corporations legislation, including the requirement to prepare and maintain a securities register that records the names, alphabetically arranged, and the address of each person who is or has been a security holder of the Issuer, the number of securities held by each security holder, and the date and particulars of the issue and transfer of such securities; and
 - (ii) securities legislation, including the requirement to file a Form 45-106F1 *Report of Exempt Distribution* (“**Form 45-106F1**”) with securities regulators within ten days from the date of the Closing.
- (b) The Subscriber acknowledges that securities regulators are indirectly collecting and using the personal information required under Form 45-106F1 under the authority granted to them in securities legislation for the purposes of the administration and enforcement of securities legislation. If the Subscriber has any questions about this collection and use of this information, then the Subscriber may contact the securities regulators in the jurisdictions where the Form 45-106F1 is filed.
- (c) If the Subscriber is resident in Ontario, then the Subscriber:

- (i) acknowledges that
 - (A) the Issuer is delivering the information stated in Schedule I of Form 45-106F1 to the Ontario Securities Commission (the “OSC”),
 - (B) the OSC is indirectly collecting the information stated in Schedule I of Form 45-106F1 under the authority granted to it in Ontario securities legislation,
 - (C) the OSC is indirectly collecting the information stated in Schedule I of Form 45-106F1 for the purposes of the administration and enforcement of Ontario securities legislation, and
 - (D) the title, business address and business telephone number of the public official in Ontario who can answer questions about the OSC’s indirect collection of the information stated in Schedule I of Form 45-106F1 is as follows: OSC, Suite 1903, Box 55 20 Queen Street West Toronto, Ontario M5H 3S8, telephone (416) 593-3684, attention: Administrative Support Clerk; and
- (ii) hereby authorizes the OSC to indirectly collect the information stated in Schedule I of Form 45-106F1.
- (d) The Subscriber acknowledges that it may access or correct any error or omission in its personal information by contacting the Issuer at the address stated in section 8.

7. Indemnification

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

8. Notice

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

Qwest Productivity Media Income Trust
Suite 802, 750 West Pender Street
Vancouver, BC V6C 2T8
Attention: Maurice Levesque

- (b) A valid notice or other communication under this agreement will be effective when the applicable party receives it. A party will be deemed to have received a notice or other communication at the time and date indicated on the signed receipt for the notice or other communication, or if the applicable party rejects or otherwise refuses to accept it, or it cannot be delivered because of a change in address for which no notice was given or a disruption in delivery outside of the control of the parties, then upon that rejection, refusal or inability to deliver.
- (c) If a notice or other communication is received after 4:00 p.m. (Mountain Time), then a party will be deemed to have received the notice or other communication at 9:00 a.m. (Mountain Time) on

the next day that is not a Saturday, a Sunday, or a statutory holiday in Alberta.

9. **General**

- (a) This agreement constitutes the entire understanding between the parties with respect to its subject matter, and supersedes all other agreements, commitments and arrangements, whether written or oral, between the parties.
- (b) The language in this agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party proposing any such language.
- (c) If any provision of this agreement is held to be unenforceable, then that provision will be construed by modifying it to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with this section 9(c), then the rest of this agreement will remain in effect as written, and the unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
- (d) This agreement is personal to the Subscriber. The Subscriber shall not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the Issuer. Any purported assignment or delegation in breach of this section 9(d) will be void.
- (e) This agreement inures to the benefit of and binds the parties and their respective heirs, executors, administrators and other legal representatives, successors and assigns.
- (f) No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- (g) No waiver of the satisfaction of a condition or the failure to comply with a obligation under this agreement will be effective unless it is in writing and signed by the Issuer, and no such waiver will constitute a waiver of the satisfaction of any other condition or the failure to comply with any other obligation.
- (h) Each party shall bear the expenses incurred by it in connection with the preparation of, and performance of its obligations under, this agreement.
- (i) Alberta laws govern this agreement. The parties hereby attorn to the exclusive jurisdiction of Alberta's courts.
- (j) The parties to this agreement have requested that this agreement be drawn up in the English language only. Les parties ont demandé que cet accord est rédigé en langue anglaise seulement.
- (k) If the parties sign this agreement in several counterparts, then each such counterpart will be deemed to be an original and all such counterparts together will be deemed to constitute one instrument.

**SCHEDULE A
FORM FOR ACCREDITED INVESTORS**

To: Qwest Productivity Media Income Trust (the “**Issuer**”)

The undersigned hereby represents and warrants to the Issuer that the undersigned is a person described in one or more of the following paragraphs [**check one**]:

- (a) _____ a Canadian financial institution, or a Schedule III Bank;
- (b) _____ the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- (c) _____ a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- (d) _____ except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer; and in Ontario, a person or company (as defined in the *Securities Act* (Ontario)) registered under the securities legislation of a province or territory of Canada as an adviser or dealer, except as otherwise prescribed by the regulations made under the *Securities Act* (Ontario);
- (e) _____ an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- (e.1) _____ an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- (f) _____ the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency, or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- (g) _____ a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec;
- (h) _____ any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) _____ a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (j) _____ an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000;

If the undersigned initialled paragraph (j), then the undersigned must provide the information below to the best of its knowledge (based on the most recent information available to it).

Aggregate realizable value of financial assets before taxes (\$): _____

Related liabilities (\$): _____

(j.1) _____ an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;

If the undersigned initialled paragraph (j.1), then the undersigned must provide the information below to the best of its knowledge (based on the most recent information available to it).

Aggregate realizable value of financial assets before taxes (\$): _____

Related liabilities (\$): _____

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

If the undersigned initialled paragraph (k), then the undersigned must provide the information below based on its two most recent notices of assessment from the Canada Revenue Agency.

Net income before taxes (Most recent calendar year):

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

Net income before taxes (Second most recent calendar year):

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

If applicable, net income before taxes of the undersigned's spouse (Most recent calendar year):

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

If applicable, net income before taxes of the undersigned's spouse (Second most recent calendar year):

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

(l) _____ an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;

If the undersigned initialled paragraph (l), then the undersigned must provide the

information below by subtracting its total liabilities from its total assets, including real estate. The value attributed to assets should reasonably reflect their estimated fair value and income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution.

Total assets (\$) _____

Minus total liabilities (incl. outstanding taxes) (\$) _____

Net assets (\$) _____

- (m) _____ a person, other than an individual or an investment fund that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;
- (n) _____ an investment fund that distributes or has distributed its securities only to:
- (i) _____ a person that is or was an accredited investor at the time of the trade;
- (ii) _____ a person that acquires or acquired securities in the circumstances referred to in section 2.10 of National Instrument 45-106 (where the person subscribes for a minimum amount investment) and section 2.19 of National Instrument 45-106 (where the person makes an additional investment in investment funds); or
- (iii) _____ a person described in paragraph (1) or (2) that acquires or acquired securities under section 2.18 of National Instrument 45-106;
- (o) _____ an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for whom the securities regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (p) _____ a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- (q) _____ a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- (r) _____ a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- (s) _____ an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- (t) _____ a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

If the undersigned initialled paragraph (t), then the undersigned must state in the space provided below the names of its owners and the paragraph or paragraphs of this schedule A which they satisfy.

Name of Owner	Category of Accredited Investor
_____	_____
_____	_____
_____	_____

(u) _____ an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

(v) _____ a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator, as an accredited investor; or

[SIGNATURE PAGE FOLLOWS]

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

If the undersigned initialed paragraph (w), then the undersigned must state in the spaces provided below the names of its trustees and the paragraph or paragraphs of this schedule A which they satisfy.

Name of Trustee	Category of Accredited Investor
_____	_____
_____	_____
_____	_____

Sales person information (if applicable)	
<p>The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement. By signing this form, you hereby represent and warrant to the Issuer that, to the best of your knowledge, the undersigned is an “accredited investor”, within the meaning of applicable securities legislation, as attested to in one or more of the above paragraphs.</p>	
First and last name of sales person (please print):	
Signature of sales person:	
Telephone:	Email:
Name of firm (if registered):	
Your name and signature	
<p>By signing this form, you hereby represent and warrant to the Issuer that you are an “accredited investor”, within the meaning of applicable securities legislation, as attested to in one or more of the above paragraphs.</p>	
Name (please print):	
Authorized Signature:	Date:

In this schedule A, the following definitions apply:

- (a) **“accredited investor”** has the meaning ascribed to that term in section 1.1 of National Instrument 45-106.
- (b) **“Canadian financial institution”** means
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada.
- (c) **“control person”** means
 - (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a person holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer; or
 - (ii) each person in a combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, who holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer.
- (d) **“director”** means
 - (i) a member of the board of directors of a corporation or an individual who performs similar functions for a corporation, and
 - (ii) with respect to a person that is not a corporation, an individual who performs functions similar to those of a director of a corporation.
- (e) **“eligibility adviser”** means
 - (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (A) have a professional, business or personal relationship with the issuer, or any of

its directors, executive officers, founders, or control persons, and

- (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.
- (f) **“executive officer”** means, for an issuer, an individual who is
- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production,
 - (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or
 - (iv) performing a policy-making function in respect of the issuer.
- (g) **“financial assets”** means the following:
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation,
- but does not include real estate.
- (h) **“founder”** means, in respect of an issuer, a person who,
- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
 - (ii) at the time of the trade is actively involved in the business of the issuer.
- (i) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction.
- (j) **“insider”** means
- (i) a director or officer of an issuer,
 - (ii) a director or officer of a person that is itself an insider or subsidiary of an issuer, and
 - (iii) a person that has
 - (A) beneficial ownership of, or control or direction over, directly or indirectly, or
 - (B) a combination of beneficial ownership of and control or direction over, directly or indirectly, securities of an issuer carrying more than 10% of the voting rights attached to all an issuer’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the

person as underwriter in the course of a distribution.

- (k) **“investment fund”** means a mutual fund or a non-redeemable investment fund.
- (l) **“mutual fund”** means an issuer whose primary purpose is to invest money provided by its security holders and whose securities entitle the holder to receive on demand, or within a specified period after demand, an amount computed by reference to the value of a proportionate interest in the whole or in part of the net assets, including a separate fund or trust account, of the issuer.
- (m) **“National Instrument 45-106”** means National Instrument 45-106 *Prospectus Exemptions*.
- (n) **“net assets”** means total assets (including real estate) minus total debt.
- (o) **“non-redeemable investment fund”** means an issuer
 - (i) whose primary purpose is to invest money provided by its security holders, (ii) that does not invest
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund.
- (p) **“person”** includes any individual, corporation, partnership, association, syndicate, organization, trust, trustee, executor, administrator or other legal representative.
- (q) **“promoter”** means
 - (i) a person, acting alone or in conjunction with one or more other persons or a combination of them, that, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, or
 - (ii) a person that, directly or indirectly, receives in consideration of services or property, or both,
 - (A) 10% or more of any class of securities of the issuer, or
 - (B) 10% or more of the proceeds from the sale of any class of securities of a particular issue,

in connection with the founding, organizing or substantial reorganizing of the business of the issuer, but does not include a person or company that receives securities or proceeds solely

 - (C) as underwriting commissions, or
 - (D) in consideration of property transferred to the issuer, if that person or company does not otherwise take part in founding, organizing or substantially reorganizing the business.
- (r) **“registrant”** means a person registered or required to be registered under securities legislation.

- (s) **“related liabilities”** means
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets.
- (t) **“Schedule III Bank”** means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada)
- (u) **“spouse”** means, an individual who,
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).
- (v) **“subsidiary”** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

SCHEDULE B
FORM 45-106F9
FORM FOR INDIVIDUAL ACCREDITED INVESTORS

WARNING!

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER:	
1. About your investment	
Type of securities: Class A units or class F units	Issuer: Qwest Productivity Media Income Trust
Purchased from: Qwest Productivity Media Income Trust	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$ _____. <i>[Insert the total dollar amount of the investment.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the sales person about whether this investment is suitable for you unless the sales person is registered. The sales person is the person who meets with, or provides information to, you about making this investment. To check whether the sales person is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of Accredited Investor. That person, or the sales person identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	

<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Sales person information	
The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.	
First and last name of sales person (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
Name: Qwest Productivity Media Income Trust Address: Suite 802, 750 West Pender Street, Vancouver, BC V6C 2T8 Attention: Maurice Levesque re Qwest Productivity Media Income Trust Telephone: 604-601-5804 E-mail: info@qwestfunds.com	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca .	

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

(Rev. February 2014)

► For use by individuals. Entities must use Form W-8BEN-E.

OMB No. 1545-1621

Department of the Treasury
Internal Revenue Service

► Information about Form W-8BEN and its separate instructions is at www.irs.gov/formw8ben.

► Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States 8233 or W-4
- A person acting as an intermediary W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here



Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)