

SUBSCRIPTION AGREEMENT FOR TRUST UNITS

INSTRUCTIONS to properly complete this Subscription Agreement:

- (1) Complete all boxes on these two face pages.
- (2) Complete and sign all of the required exhibits:
 - (i) complete and sign Exhibit 1;
 - (ii) if you initialled category (j), (k) or (l) of the definition of "accredited investor" in Exhibit 1, also complete and sign Exhibit 2;
- (3) Return your completed documents to: Altrust Investment Solutions Inc. at info@altrustsolutions.com
 Otherwise, you can mail your documents to Altrust Investment Solutions Inc. Suite 2500, 120 Adelaide Street West, Toronto, Ontario, M5H 1T1, Attention: Subscription Manager

This Subscription Agreement is comprised of 16 pages (not including Exhibits 1 and 2)

**TO: ALTRUST INVESTMENT SOLUTIONS INC. (the "Manager"), as Manager of
 ALTRUST WESTBRIDGE INCOME FUND (the "Fund")**

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the dollar value (the "**Aggregate Subscription Price**") of the series of trust units of the Fund ("**Units**") indicated below under "Aggregate Subscription Price" at the applicable NAV per Unit and upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Units of Altrust Westbridge Income Fund" attached hereto (together with the face pages and the attached Exhibits, the "**Subscription Agreement**"). Unless defined herein or the context otherwise requires, all capitalized terms used in this Subscription Agreement have the meanings given to them in the offering memorandum of the Fund as updated or amended from time to time (the "**Offering Memorandum**").

 (Full Legal Name of Subscriber - please print)

By: _____
 (Authorized Signature)

 (If the Subscriber is a corporation or other entity, print the name of the individual who signed above)

 (If the Subscriber is a corporation or other entity, print the title of the individual who signed above)

 (Subscriber's Residential Address)

 (Telephone Number)

 (E-Mail Address)

Aggregate Subscription Price:

\$ _____ of Series _____ Units

Disclosed Beneficial Purchaser Information:

If the Subscriber is signing as agent for a principal pursuant to subsection 4(g)(i) (the "**Disclosed Beneficial Purchaser**"), complete the following and ensure that Exhibit 1 is completed on behalf of such Disclosed Beneficial Purchaser (and ensure that Exhibit 2, if applicable, is also completed on behalf of such Disclosed Beneficial Purchaser):

 (Name of Disclosed Beneficial Purchaser)

 (Disclosed Beneficial Purchaser's Residential Address, Telephone Number and E-mail Address)

Register the Units as set forth below:
 (if different than above)

 (Name)

 (Account reference, if applicable)

 (Address)

For Internal Use:

(SUBSCRIBERS MUST ALSO COMPLETE THE SECOND FACE PAGE)

SUBSCRIBERS COMPLETE BOXES 1, 2 and 3

1. ARE YOU A REGISTRANT WITH A SECURITIES AUTHORITY?

The Subscriber represents that the Subscriber (or the Disclosed Beneficial Purchaser, if applicable) is or is not (check one) a registrant (as defined in Schedule A).

2. CONSENT TO ELECTRONIC COMMUNICATIONS

The Subscriber understands that as a result of his, her or its investment in the Fund, the Subscriber may receive email correspondence from the Manager (or from the Administrator or other service provider on behalf of the Manager) from time to time, including investment reports, promotional emails and other commercial electronic messages, even after the Subscriber is no longer invested in the Fund, and that the Subscriber may withdraw his, her or its consent to receiving communications unrelated to the Subscriber's investment in the Fund by contacting the Manager at the address set out above.

I consent to the receipt of electronic communication: YES NO (check one)

If yes, please send to the email address on the cover page, or to:

3. DISTRIBUTION POLICY

The Fund intends to make Distributions to Unitholders of net income and of net realized capital gains of the Fund on a monthly basis including on the last business day of December. Unless the Manager has received notice from a Unitholder that it wishes to receive all or part of any distribution in cash, each Unitholder will be deemed to have given notice that it wishes to reinvest all distributions of net income or net taxable capital gains by way of acquisition of additional Units. Distributions may consist of net income, net realized capital gains and/or returns of capital. The amount and timing of all distributions will be subject to the discretion of the Manager.

I wish to have my distributions: Reinvested into Units Paid in cash (check one)

FOR THIRD PARTY DEALER TO COMPLETE

By submitting this completed Subscription Agreement to the Fund, the Subscriber's agent indicated below hereby acknowledges and confirms that it has fulfilled all relevant "know-your-client", "know-your-product", suitability and anti-money laundering obligations under applicable securities legislation or other laws. It also confirms that it (i) has taken reasonable steps to verify that the Subscriber qualifies for the prospectus exemption indicated by the Subscriber in this Subscription Agreement (including the Exhibits hereto); (ii) will retain, for a minimum of eight years, all necessary documents to demonstrate such verification; and (iii) will provide copies of such documentation to the Manager upon request.

The Subscriber's agent indicated below represents and warrants to the Fund and the Manager that: (i) it is a reporting Canadian financial institution for the purposes of the Foreign Account Tax Compliance Act ("**FATCA**") and a reporting financial institution for the purposes of the Common Reporting Standard ("**CRS**"); (ii) it maintains a client name account for the Subscriber in respect of the Subscriber's investment in the Fund; (iii) it will comply with all of its due diligence obligations under FATCA and CRS with respect to the Subscriber as its client; (iv) it will make all necessary reports with respect to the client name account for the Subscriber if such account is determined to be a U.S. reportable account for the purposes of FATCA or a reportable account for the purposes of CRS; and (v) it will provide to the Fund or the Manager information regarding the Subscriber as the Fund or the Manager may reasonably request from time to time.

Name of Dealer (Firm Name)

Name and ID No. of Account Representative

Telephone Number of Account Representative

X _____
Signature of Dealer

Email Address of Account Representative

ACCEPTANCE: The Fund hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

DATE: _____, 20__.

ALTRUST WESTBRIDGE INCOME FUND
by its Manager, **ALTRUST INVESTMENT SOLUTIONS INC.**

Subscription No.:

By: _____

TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS OF ALTRUST WESTBRIDGE INCOME FUND

Description of the Fund

1. The Fund is an unincorporated, open-ended trust established under the laws of the Province of Ontario pursuant to a Declaration of Trust dated May 25, 2020 (as amended or supplemented from time to time, the “**Declaration of Trust**”). The Manager has been retained as the manager and administrator of the Fund and will take all required actions on behalf of the Fund pursuant to the terms of this Subscription Agreement.

Terms of the Offering

2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is: (i) irrevocable on the part of the Subscriber and (ii) subject to rejection, acceptance or allotment by the Fund in whole or in part.

3. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Units subscribed for by it hereunder form part of a larger issuance and sale by the Fund (the “**Offering**”), but that completion of the Offering is not subject to the Fund receiving any minimum amount of subscriptions. The Subscriber further acknowledges that the Fund may increase the size of the Offering and/or offer or sell additional securities concurrently with the Offering or in the future without notice to the Subscriber.

Representations, Warranties and Covenants of the Subscriber

4. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Fund (and acknowledges that the Fund and its counsel are relying thereon) that both at the date hereof and at any applicable Closing Date:

- (a) it has been independently advised as to restrictions with respect to trading in the Units imposed by applicable securities laws, confirms that no representation (written or oral) has been made to it by or on behalf of the Fund with respect thereto other than as set forth herein, acknowledges that it is aware of the characteristics of the Units, the risks relating to an investment therein and of the fact that it may not be able to resell the Units except in accordance with limited exemptions under applicable securities laws and regulatory policy until expiry of the applicable restricted period and compliance with the other requirements of applicable law; and
- (b) it acknowledges that the Fund is not now a “reporting issuer” under the securities laws of any province or territory in Canada, that the Fund has no obligation to become a reporting issuer and that there is no guarantee that it will become a reporting issuer in the future, and the Subscriber further acknowledges that as a result of the Fund not being a reporting issuer the Units will be subject to an indefinite “restricted period” under applicable Canadian securities laws of 4 months and a day from the later of the Closing Date (as defined herein) and the date the Fund becomes a reporting issuer under the securities laws of any province or territory of Canada, during which time the Subscriber may not trade the Units without filing a prospectus or being able to rely on one of the limited exemptions from the requirement to file a prospectus under applicable securities laws and the Subscriber further acknowledges that it has been advised to consult its own legal counsel in its jurisdiction of residence for full particulars of the resale restrictions applicable to it;
- (c) it has received and read the Offering Memorandum and understands the information contained therein including, in particular, those investment considerations described therein under the heading “Risk Factors”. Other than the Offering Memorandum, it has not received or been provided with, nor has it requested, nor does it have any need to receive, any other offering memorandum, prospectus, sales or advertising literature, or any other document describing or purporting to

describe the business and affairs of the Fund which has been prepared for delivery to, and review by, prospective purchasers in order to assist them in making an investment decision in respect of the Units;

- (d) it has not become aware of any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display and the internet) with respect to the distribution of the Units;
- (e) it understands that the Units are being offered for sale only on a “private placement” basis and that the sale and delivery of the Units is conditional upon such sale being exempt from the requirements as to the delivery and filing of a prospectus or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of delivering and filing a prospectus and, as a consequence (i) the Subscriber is restricted from using most of the civil remedies available under securities legislation, (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under securities legislation, and (iii) the Fund is relieved from certain obligations that would otherwise apply under securities legislation;
- (f) unless it is purchasing under subsection 4(g) below, it is purchasing the Units as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Units, it is resident in, was offered the Units in and executed this Subscription Agreement in the jurisdiction set out as the “Subscriber’s Residential Address” on the face page hereof and it: (i) is an “accredited investor”, as such term is defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) or as defined in section 73.3(1) of the *Securities Act* (Ontario); (ii) was not created and is not being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in NI 45-106; (iii) will concurrently execute and deliver a Representation Letter in the form attached to this Subscription Agreement as **Exhibit 1** and specifically represents and warrants that one or more of the categories set forth in Appendix A attached to the Representation Letter correctly, and in all respects, describes the Subscriber, and will describe the Subscriber as at the Closing Date (as defined herein), and the Subscriber has so indicated by initialling next to the category in such Appendix A which so describes it; and (iv) if it initialled category (j), (k) or (l) in Appendix A, it has previously executed and delivered or will execute and deliver concurrently with the execution and delivery of this Subscription Agreement the “Form for Individual Accredited Investors” (Form 45-106F9) in the form attached to this Subscription Agreement as **Exhibit 2** and specifically represents and warrants that one or more of the categories set forth in Section 3 of Exhibit 2 correctly, and in all respects, describes the Subscriber, and will describe the Subscriber as at the Closing Date, and the Subscriber has so indicated by initialling next to the category in such Section 3 which so describes it;
- (g) if the Subscriber is not purchasing as principal, it is duly authorized to enter into this Subscription Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each beneficial purchaser, each of whom is purchasing as principal for its own account, not for the benefit of any other person, and not with a view to the resale or distribution of all or any of the Units, it acknowledges that the Fund may be required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Units for whom it may be acting, and it and each beneficial purchaser is resident in the jurisdiction set out as the “Subscriber’s Residential Address” or the “Disclosed Beneficial Purchaser’s Residential Address”, as applicable, and the Subscriber is either:
 - (i) acting as agent for a Disclosed Beneficial Purchaser, who is disclosed on the face page of this Subscription Agreement, who is resident in the jurisdiction set out as the “Disclosed Beneficial Purchaser’s Residential Address” and who complies with subsection 4(f) hereof as if all references therein were to the Disclosed Beneficial Purchaser rather than to the Subscriber, and the Subscriber has concurrently executed and delivered a Representation Letter in the form attached hereto as Exhibit 1 on behalf of such Disclosed Beneficial

Purchaser (and executed and delivered Exhibit 2 if applicable) on behalf of such Disclosed Beneficial Purchaser; or

- (ii) deemed to be purchasing as principal under NI 45-106 because it is an “accredited investor” as such term is defined in paragraphs (p) or (q) of the definition of “accredited investor” in NI 45-106 and reproduced in Appendix A to Exhibit 1 of this Subscription Agreement (provided, however, that it is not a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada) and has concurrently executed and delivered a Representation Letter in the form attached hereto as Exhibit 1 and has initialled Appendix A thereto indicating that the Subscriber satisfies one of the categories of “accredited investor” set out in paragraphs (p) or (q) of Appendix A thereto;
- (h) it acknowledges that:
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Units;
 - (ii) there is no government or other insurance covering the Units;
 - (iii) there are risks associated with the purchase of the Units;
 - (iv) there are restrictions on the Subscriber’s ability to resell the Units and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Units; and
 - (v) the Fund has advised the Subscriber that the Fund is relying on an exemption from the requirements to provide the Subscriber with a prospectus under applicable securities laws (the “**Securities Laws**”) in the jurisdictions in Canada in which the Units are being offered and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Securities Laws will not be available to the Subscriber;
- (i) the Units have not been offered to the Subscriber (or any person on whose behalf the Subscriber is contracting) in the United States, and any person making the order to purchase the Units and executing and delivering this Subscription Agreement was not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (j) it is not a U.S. Person (as defined in Regulation S under the United States *Securities Act of 1933*, as amended (the “**U.S. Securities Act**”), which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not purchasing the Units on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person;
- (k) it is aware that the Units have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Fund has no present intention of filing a registration statement under the U.S. Securities Act in respect of any of the Units;
- (l) it has not purchased the Units as a result of any form of directed selling efforts in the United States, as such term is defined in Regulation S under the U.S. Securities Act;

- (m) if it is not an individual, it pre-existed the offering of the Units and has a bona fide business purpose other than the investment in the Units and was not created, formed or established solely or primarily to acquire securities, or to permit purchases of securities without a prospectus, in reliance on an exemption from the prospectus requirements of applicable securities legislation;
- (n) if it is a corporation, partnership, trust, unincorporated association or other entity, it has the legal capacity to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, trustees, fiduciaries, shareholders, partners, stakeholders, holders of voting securities or otherwise have been given and obtained;
- (o) if it is an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto;
- (p) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber (or any person on whose behalf the Subscriber is contracting), or if the Subscriber (or any person on whose behalf the Subscriber is contracting) is not a natural person, any of such person's constating documents, or any agreement to which such person is a party or by which it is bound;
- (q) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (r) in the case of a subscription by it for Units acting as agent for a principal, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such principal;
- (s) it has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Units and is able to, and agrees to, bear the economic risk of loss of its investment or, where it is not purchasing as principal, each beneficial purchaser is able to, and agrees to, bear the economic risk of loss of its investment;
- (t) it has relied solely upon publicly available information relating to the Fund and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Fund;
- (u) it acknowledges that the Fund's counsel is acting as counsel to the Fund and not as counsel to the Subscriber (or any person on whose behalf the Subscriber is contracting);
- (v) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Fund in filing, such reports, undertakings and other documents with respect to the issue of the Units;
- (w) no person has made to the Subscriber (or any person on whose behalf the Subscriber is contracting) any written or oral representations (i) that any person will resell or repurchase the Units (except in accordance with the constating documents of the Fund), or (ii) that any person will refund the purchase price of the Units, or (iii) as to the future price or value of the Units, or (iv) as to any of the Units being issued pursuant to this Subscription Agreement being listed on any stock exchange;
- (x) the Aggregate Subscription Price which will be advanced by the Subscriber to the Fund hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLA") and the Subscriber acknowledges that the Fund may in the future be required by law to disclose the Subscriber's name and other information

relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA; and to the best of its knowledge (i) none of the subscription funds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (ii) it shall promptly notify the Fund if the Subscriber discovers that any of such representations ceases to be true, and to provide the Fund with appropriate information in connection therewith; and

- (y) the Subscriber (including any person on whose behalf the Subscriber is contracting) has been encouraged to obtain independent legal, income tax and investment advice with respect to this subscription for Units and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Subscriber (and each person on whose behalf the Subscriber is contracting) for purposes of giving representations, warranties and covenants under this Subscription Agreement.

Closings

5. The Subscriber agrees to deliver to the Manager at Suite 2500, 120 Adelaide Street West, Toronto, Ontario, M5H 1T1, Attention: Subscription Manager, Email: info@altrustsolutions.com, in accordance with the timelines set forth in section 6 below: (a) this duly completed and executed Subscription Agreement, including all applicable exhibits; and (b) a certified cheque or bank draft payable to "Altrust Westbridge Income Fund" for the Aggregate Subscription Price or payment of the same amount in such other manner as is acceptable to the Manager.

6. Subscriptions for Units to be issued on the Initial Closing Date (as defined in the Offering Memorandum) must be received and accepted by the Manager prior to 4:00 p.m. (Toronto time) on the day that is one business day before the Initial Closing Date. Thereafter, subscriptions must be received by the Manager prior to 4:00 p.m. (Toronto time) on the last business day of a month in order for the subscription to be accepted in the following month's Closing, and to be effective as of the Valuation Date in effect for such Closing. Subscriptions which are received by the Manager after 4:00 p.m. (Toronto time) on the last business day of a month will be processed as of the next Closing that occurs more than one business day after the Manager's receipt of the Subscription Agreement, and will be effective as of the Valuation Date for such Closing, unless the Manager, at its sole discretion, determines that extenuating circumstances favour accepting the subscription earlier and/or applying an earlier Valuation Date. Subscription funds received prior to the applicable Closing Day will be held by the Fund or its agents pending acceptance of the subscription. For the purposes hereof, "business day" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks in Toronto, Ontario are not open for business.

7. Should the Manager receive a duly completed Subscription Agreement and some, but not all, of the subscription proceeds representing the Aggregate Subscription Price, then the Fund may issue the Subscriber that number of Units that can be purchased with the subscription proceeds tendered. If this Subscription Agreement is rejected in whole or in part, the Subscriber acknowledges that the unused portion of the Aggregate Subscription Price will be promptly returned to it without interest.

8. The Fund shall be entitled to rely on an executed copy of this Subscription Agreement delivered via facsimile or electronically (including e-mail), and acceptance by the Fund of such executed copy of this Subscription Agreement shall be legally effective to create a valid and binding agreement between the Subscriber and the Fund in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. If less than a complete copy of this Subscription Agreement is delivered to the Fund in respect of a Closing, the Fund shall be entitled to assume that the Subscriber accepts and agrees with all of the terms and conditions of this Subscription Agreement on the pages not delivered at such Closing unaltered.

Confidentiality and Privacy

9. The Subscriber acknowledges that this Subscription Agreement and the exhibits hereto require the Subscriber to provide certain personal information to the Fund. Such information is being collected by the Fund for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Units under applicable securities laws, and completing filings required by relevant securities regulatory authorities. The Subscriber's personal information may also be disclosed by the Fund to one or more of the following: (i) the Fund's registrar and transfer agent; (ii) Canadian tax authorities; (iii) any of the other parties involved in the Offering, including legal counsel; and (iv) other parties subsequent to the Offering, including legal counsel. By executing this Subscription Agreement, the Subscriber:

- (a) acknowledges that it has been notified by the Fund:
 - (i) of the requirement to deliver to the relevant securities regulatory authorities or regulators the full name, residential address, telephone number and email address of the Subscriber, the number and type of securities purchased, the total purchase price, the date of distribution, and the exemption relied upon;
 - (ii) that this information is being collected by the various securities regulatory authorities or regulators under the authority granted in securities legislation;
 - (iii) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of the local jurisdiction; and
 - (iv) that the contact information of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of this information can be found in Schedule B to this Subscription Agreement;
- (b) consents to the collection, use and disclosure of the Subscriber's personal information described in this Section 9; and
- (c) consents to the filing of copies or originals of any of the Subscriber's documents delivered in connection with this Subscription Agreement as may be required to be filed with any securities regulatory authority in connection with the transactions contemplated hereby.

10. By accepting the Subscription Agreement on behalf of the Fund, the Manager agrees that it will not collect any information about the Subscriber except that which is provided by the Subscriber in the Subscription Agreement (the "Subscriber Information"). The Manager also agrees that it will keep all Subscriber Information confidential, and will use and disclose the Subscriber Information only for the purposes described below or in Section 9, unless:

- (a) the Manager informs the Subscriber of a proposed use or disclosure of the Subscriber Information, and the Subscriber consents; or
- (b) the use or disclosure is permitted by law to be made without the consent of the Subscriber, or is required by law, or the by-laws, rules, regulations or policies of any regulatory organization governing the Manager. The Manager will make all uses and disclosures necessary to meet the Manager's ongoing legal and regulatory requirements, even if the Subscriber withdraws its consent to the other uses and disclosures of Subscriber Information described below.

11. By signing the Subscription Agreement, the Subscriber agrees that the Manager may collect and use the Subscriber Information for the following purposes:

- (a) to effect purchases of Units and to provide the Subscriber with ongoing service;

- (b) if instructed, to deposit distributions made by the Fund directly into the bank account of the Subscriber; and
 - (c) to otherwise administer the Subscriber's investment in the Fund or future funds which the Subscriber may purchase.
12. The Subscriber may withdraw consent to the ongoing use of Subscriber Information for any of these purposes and may contact the Manager at any time and give it reasonable notice to stop any of the ongoing uses described above by contacting the representative of the Manager identified below. If the Subscriber withdraws consent to the ongoing use of Subscriber Information for any of the purposes described above, the Manager may not be able to continue to act on behalf of the Subscriber, and the Manager, in its discretion, may effect on behalf of the Subscriber the immediate redemption of the Subscriber's Units.
 13. In addition, by signing the Subscription Agreement, the Subscriber consents to the use by the Manager of Subscriber Information to determine the Subscriber's eligibility for investment opportunities in investment products offered by the Manager from time to time, and to approach the Subscriber about those opportunities ("Marketing"). The Subscriber may refuse its consent to the use of Subscriber information for Marketing by indicating refusal in the check-off box provided in the "Signature of Subscriber" portion of the Subscription Agreement. The Subscriber may also withdraw its consent to the use of Subscriber Information for Marketing at any time after completing the Subscription Agreement by contacting the Manager.
 14. The Manager will retain the Subscriber Information only so long as is necessary to fulfill the purposes to which the Subscriber has consented, except as may be required to meet the Manager's ongoing legal and regulatory requirements. The Manager will develop guidelines and implement procedures to govern the destruction of personal information.
 15. The individual who should be contacted to withdraw consent to any use and disclosure of Subscriber Information is the Chief Compliance Officer of the Manager. The Subscriber may be required to complete a signed form confirming the withdrawal of consent. The Compliance Officer is accountable for compliance by the Manager with its obligations in respect of Subscriber Information, and can be contacted at: 416.642.4810. Further information on the privacy policies of the Manager can be found at www.altrustsolutions.com/Privacy_Policy.

General

16. The Subscriber, on its own behalf and (if applicable) on behalf of others for whom it is contracting hereunder, agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the Subscriber's execution of this Subscription Agreement and as of the applicable Closing in respect of this subscription and will survive the completion of the issuance of the Units. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Fund and its counsel in determining the eligibility of a purchaser of Units and the Subscriber agrees to indemnify and save harmless the Fund and its affiliates, shareholders, directors, officers, employees, counsel and agents against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify the Manager at Suite 2500, 120 Adelaide Street West, Toronto, Ontario, M5H 1T1, Attention: Subscription Manager, Telephone: (416) 642-4810, Email: info@altrustsolutions.com of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to a Closing. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber shall be borne by the Subscriber.
17. The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Units be drawn up in the English language only. **Le**

soussigné reconnaît par les présentes avoir consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière à la vente d'actions soient rédigés en anglais seulement.

18. The contract arising out of this Subscription Agreement and all documents relating thereto is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

19. Time is of the essence hereof.

20. Upon acceptance of this Subscription Agreement by the Fund, this Subscription Agreement (including the Exhibits hereto), the Declaration of Trust, and the Offering Memorandum constitute the entire agreement of the parties hereto relating to the subject matter hereof, superseding all prior oral and written agreements, understanding, representations and warranties and courses of conduct and dealing between the parties, and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

21. The terms and provisions of this Subscription Agreement are binding upon and enure to the benefit of the Subscriber and the Fund and their respective heirs, executors, administrators, successors and assigns; provided that, except for as otherwise herein provided, this Subscription Agreement is not assignable by any party hereto without prior written consent of the other parties.

22. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

23. Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

24. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement does not affect the validity, legality or enforceability of any other provision hereof.

25. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof.

26. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

In this Subscription Agreement (including the exhibits), references to "\$" are to Canadian dollars.

SCHEDULE A

DEFINITIONS

In this Subscription Agreement (including the exhibits attached to the Agreement), the following terms have the following meanings:

“affiliate” means an issuer connected with another issuer because

- (a) one of them is the subsidiary of the other, or
- (b) each of them is controlled by the same person;

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

“Canadian financial institution” means

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

“control person” means

- (a) a person or company 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 or company holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or company 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
- (b) each person or company in a combination of persons or companies 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 or companies holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons or companies 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;

“director” means

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

“eligibility adviser” means

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

- (b) in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“executive officer” means, for an issuer, an individual who is

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

“financial assets” means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

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

“founder” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the distribution or trade is actively involved in the business of the issuer;

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

“holding entity” means a person that is controlled by an individual;

“individual” means a natural person, but does not include

- (a) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or a trust, or
- (b) a natural person in the person’s capacity as trustee, executor, administrator or other legal personal representative;

“investment fund” means a mutual fund or a non-redeemable investment fund, and, for greater certainty in British Columbia, includes an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia) and whose business objective is making multiple investments and a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia) whose business objective is making multiple investments;

“local jurisdiction” means the province or territory of Canada in which the applicable Canadian securities regulatory authority is situated;

“mutual fund” has the meaning ascribed to it under the securities legislation of the local jurisdiction;

“non-redeemable investment fund” means an issuer,

- (a) whose primary purpose is to invest money provided by its securityholders,
- (b) that does not invest:
 - (i) 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
 - (ii) 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
- (c) that is not a mutual fund;

“person” includes

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

“promoter” means

- (a) a person or company, acting alone or in conjunction with one or more other persons or companies or a combination of them, that, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Fund, or
 - (b) a person or company that, directly or indirectly, receives in consideration of services or property, or both,
 - (i) 10% or more of any class of securities of the Fund, or
 - (ii) 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 Fund, but does not include a person or company that receives securities or proceeds solely

- (iii) as underwriting commissions, or
- (iv) in consideration of property transferred to the Fund,

if that person or company does not otherwise take part in founding, organizing or substantially reorganizing the business;

“registrant” means a person registered or required to be registered under any securities legislation in Canada;

“regulator” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101 and includes: (i) in Alberta, the Executive Director as defined under section 1 of the *Securities Act* (Alberta), (ii) in Ontario, the Director as defined under section 1 of the *Securities Act* (Ontario), and (iii) in British Columbia, the Executive Director as defined under section 1 of the *Securities Act* (British Columbia);

“related entity” means, for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;

“related liabilities” means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

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

“securities regulatory authority” means, for the local jurisdiction, the securities commission or similar regulatory authority listed in Appendix C of National Instrument 14-101, and includes the Alberta Securities Commission, the Ontario Securities Commission and the British Columbia Securities Commission;

“spouse” means an individual who,

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

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

Control

Other than in respect of the definitions of “holding entity” or “related entity” above, a person (first person) is considered to control another person (second person) if

- (a) the first person beneficially owns or, directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,

- (b) the second person is a partnership, other than a limited partnership, and first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

In respect of the definitions of “holding entity” and “related entity” above, a person (first person) is considered to control another person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of

- (a) ownership of or direction over voting securities in the second person,
- (b) a written agreement or indenture,
- (c) being the general partner or controlling the general partner of the second person, or
- (d) being a trustee of the second person.

All monetary references are in Canadian Dollars.

SCHEDULE B

SECURITIES REGULATORY AUTHORITY OR REGULATOR IN EACH JURISDICTION

The contact information of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of this information is as follows:

Alberta Securities Commission

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

Ontario Securities Commission

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

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6584
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Attention: FOI Inquiries
Email: FOI-privacy@bcsc.bc.ca

Financial and Consumer Affairs Authority of Saskatchewan

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

The Manitoba Securities Commission

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

Autorité des marchés financiers

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

Nova Scotia Securities Commission

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

Financial and Consumer Services Commission (New Brunswick)

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

Prince Edward Island Securities Office

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

Government of the Northwest Territories Office of the Superintendent of Securities

P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Government of Nunavut

Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

Office of the Superintendent of Securities Government of Yukon

Department of Community Services
307 Black Street, 1st floor
Box 2703, C-6
Whitehorse, Yukon Y1A 2C6
Telephone: (867) 667-5466
Facsimile: (867) 393-6251
Email: Securities@gov.yk.ca

EXHIBIT 1

**REPRESENTATION LETTER
(FOR ACCREDITED INVESTORS)**

TO: ALTRUST WESTBRIDGE INCOME FUND (the "Fund")

(Capitalized terms not specifically defined in this Exhibit have the meaning ascribed to them in the Subscription Agreement to which this Exhibit is attached.)

In connection with the execution by the undersigned Subscriber of the Subscription Agreement of which this Representation Letter forms a part, the undersigned Subscriber hereby represents, warrants, covenants and certifies to the Fund that:

1. the undersigned Subscriber is resident in the jurisdiction set out as the "Subscriber's Residential Address" on the face page of the Subscription Agreement and if the undersigned Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser is resident in the jurisdiction set out as the "Disclosed Beneficial Purchaser's Residential Address" on the face page of the Subscription Agreement;
2. the undersigned Subscriber is either (a) purchasing the Units as principal for its own account, (b) deemed to be purchasing the Units as principal in accordance with subsection 2.3(2) or (4) of National Instrument 45-106 "Prospectus Exemptions" ("NI 45-106"), or (c) acting as agent for a Disclosed Beneficial Purchaser who is purchasing the Units as principal for its own account;
3. the undersigned Subscriber (or if the undersigned Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) is an "accredited investor" within the meaning of NI 45-106 or section 73.3(1) of the *Securities Act* (Ontario) by virtue of satisfying the indicated criterion as set out in Appendix A to this Representation Letter;
4. the undersigned Subscriber (or if the undersigned Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) was not created, and is not used, solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106; and
5. upon execution of this Representation Letter by the undersigned Subscriber, this Representation Letter, including Appendix A hereto, shall be incorporated into and form a part of the Subscription Agreement.

Dated: _____

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from the Subscriber)

Title

**IMPORTANT: PLEASE INITIAL THE APPLICABLE PROVISION(S) IN
APPENDIX A ON THE FOLLOWING PAGES**

**APPENDIX A
TO EXHIBIT 1**

NOTE: PLEASE MARK YOUR INITIALS BESIDE THE APPLICABLE CATEGORY OR CATEGORIES OF "ACCREDITED INVESTOR" TO WHICH YOU BELONG.

Accredited Investor (as defined in NI 45-106 and section 73.3(1) of the *Securities Act* (Ontario)) means:

- _____ (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank; or
(ii) in Ontario, (A) a bank listed in Schedule I, II or III to the *Bank Act* (Canada); (B) an association to which the *Cooperative Credit Association Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or (C) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- _____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- _____ (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 the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- _____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1,000,000; **[if you initial this item (j), completion of Exhibit 2 is also required]**
- _____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;
- _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 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 you initial this item (k), completion of Exhibit 2 is also required]

(Note: if individual accredited investors wish to purchase through wholly-owned holding companies or similar entities, such purchasing entities must qualify under section (t) below, which must be initialled.)

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

EXHIBIT 2

FORM FOR INDIVIDUAL ACCREDITED INVESTORS (FORM 45-106F9)

INSTRUCTIONS: THIS FORM MUST BE COMPLETED BY ALL SUBSCRIBERS WHO INITIALLED NEXT TO ITEMS (J), (K), OR (L) IN APPENDIX A TO EXHIBIT 1

WARNING!

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: Trust Units	Issuer: Altrust Westbridge Income Fund
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Purchased from: Altrust Westbridge Income Fund

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	Your initials
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<p>Risk of loss - You could lose your entire investment of \$ _____ . <i>[Instruction: Insert the total dollar amount of the investment.]</i></p>	
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<p>Liquidity risk - You may not be able to sell your investment quickly - or at all.</p>	
---	--

<p>Lack of information - You may receive little or no information about your investment.</p>	
---	--

<p>Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the sales person is registered, please refer to www.aretheyregistered.ca.</p>	
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3. Accredited investor status

<p>You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.</p>	Your initials
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<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.) 	
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<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. 	
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<ul style="list-style-type: none">• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
<ul style="list-style-type: none">• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form:	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: the salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment	
Altrust Westbridge Income Fund c/o Altrust Investment Solutions Inc. Suite 2500, 120 Adelaide Street West Toronto, Ontario, M5H 1T1 Telephone: (416) 642-4810 Email: info@altrustsolutions.com	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	

Form instructions:

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