



Mackenzie Northleaf Private Credit Fund (the “Fund”)

Subscription Instruction for purchase of Units of the Fund (Wire order/Fundserv version)

- Step 1:** Review the terms and conditions of this Subscription Agreement and the Offering Memorandum carefully.
- Step 2:** Place a wire order on or before the cut-off date, 3 business days prior to the last business day of each month. (Fund Codes: Series A – MFC8213; Series F – MFC8214)
- Step 3:** Complete all applicable portions of the Subscription Agreement as follows:

All subscribers must complete the below sections of the Subscription Agreement:

- Information regarding Subscriber (Pages 4 & 5)
- Schedule “A” – Consent to Electronic Delivery of Documents (Page 10)
- Schedule “B” – Certificate of Subscriber’s Agent (Pages 11 & 12)

All subscribers that are “accredited investors” must complete the below section of the Subscription Agreement:

- Schedule “C” – Certificate of Accredited Investor (Pages 13 - 15)

Certain individual subscribers that are “accredited investors” must complete the below section of the Subscription Agreement:

- Schedule “C-1” – Form for Certain Individual Accredited Investors (if applicable) (Pages 17 & 18)

JOINT ACCOUNT HOLDERS: The Co-subscriber must complete:

- Schedule “A” - Consent to Electronic Delivery of Documents (Page 10)
- Schedule “B” - Certificate of Subscriber’s Agent (Pages 11 & 12)
- Information regarding Co-subscriber (Pages 22 & 23)
- Schedule “C” - Certificate of Accredited Investor (if applicable) (Pages 24 - 26)
- Schedule “C-1” - Form for Certain Individual Accredited Investors (if applicable) (Pages 28 & 29)

Since the Subscriber and Co-subscriber are purchasing the Units through another registered dealer (the “**Subscriber’s Agent**”), it is the Subscriber’s Agent’s responsibility to fulfill all relevant “know-your-client” obligations and to assess whether the Units are a suitable investment for the Subscriber and Co-subscriber. The Subscriber’s Agent is also responsible for all identification and investor information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber’s Agent is also responsible for the due diligence and reporting obligations in respect of the Subscriber and Co-subscriber for the purposes of Part XVIII (“**FATCA**”) and Part XIX (“**CRS**”) of the *Income Tax Act* (Canada) as the units will be registered

in the name of the Subscriber's Agent, thus the Subscriber and Co-subscriber are NOT required to deliver a Declaration of Tax Residence Form RC518 or RC519 to the Manager with this subscription form. **If the Subscriber and Co-subscriber are not investing in the Fund through and on the advice of another registered dealer or if the units are not registered in the name of the Subscriber's Agent, please contact the Manager to receive the proper subscription form.**

Step 4: Retain a copy of the Subscription Agreement for your records

Step 5: A completed Subscription Agreement must be received by the **Manager** on or before the cut-off date, 3 business days prior to the last business day of each month. Please email, fax, or mail a signed copy to:

Email: processing@mackenzieinvestments.com

(This e-mail box is only available for dealers who have signed our processing and TLS agreement.)

Fax Toll-Free: 866-766-6623; **Local:** (416) 922-5660

Mail: Mackenzie Financial Corporation 180 Queen Street West, Toronto, Ontario, M5V 3K1

Note Regarding Additional Subscriptions

Provided a Subscriber has submitted a Subscription Agreement to the Manager in respect of a purchase of Units after July 1, 2023, where such Subscriber wishes to make an additional subscription for Units of a series already held by the Subscriber, the Subscriber shall generally not be required to submit an additional Subscription Agreement in conjunction with the purchase order placed on Fundserv.*

If the additional subscription is into a new series of Units not held by the Subscriber, the Subscriber must, in conjunction with the purchase order placed on Fundserv, complete a new Subscription Agreement prior to the subscription cut-off time set out in the Offering Memorandum.

By making an additional subscription for Units of the same series or other series of the Fund, the Unitholder will be deemed to have repeated to the Fund and the Manager, the representations, warranties, certifications, covenants, waivers and acknowledgments contained in this Subscription Agreement (including those contained in applicable Schedules to this Subscription Agreement), and to have represented to the Fund and the Manager that the Subscriber is qualified to make the additional subscription on the same basis as that set out in this Subscription Agreement and, subject to any amendments agreed between the Manager and the Subscriber, the terms of this Subscription Agreement shall apply to the fullest extent possible in relation to the additional subscription.

*The Manager reserves the right to request a new subscription agreement from a Unitholder in connection with a purchase of additional Units at any time.

Subscription Agreement

TO: Mackenzie Northleaf Private Credit Fund (the “Fund”)

AND TO: Mackenzie Financial Corporation (the “Manager”)
180 Queen Street West
Toronto, Ontario M5V 3K1

The undersigned (the “Subscriber”) hereby irrevocably subscribes for units of the Fund (the “Units”) as set forth below at a price per Unit as described in the offering memorandum of the Fund as it may be amended from time to time, relating to the offering of the Units (the “Offering Memorandum”). By submitting this subscription, the Subscriber (i) acknowledges having received and read the Offering Memorandum, (ii) acknowledges that the Fund and the Manager are relying on the representations and warranties set out below, and (iii) hereby consents to the Fund investing in the following related and/or connected issuers of the Manager: (a) Northleaf Senior Private Credit-L LP (via NSPC-L RH II LP); (b) other investment vehicles managed by Northleaf Capital Partners (Canada) Ltd. or an affiliate of Northleaf Capital Partners (Canada) Ltd. that invest, directly or indirectly, in private credit assets; and (c) certain exchange-traded and other investment funds offered under a prospectus that are managed by the Manager. Information regarding the related and/or connected issuers of the Manager held by the Fund is provided in the Fund’s most recent financial statements and may also be obtained by contacting the Manager using the details herein.

Prospectus Exemptions

The Subscriber acknowledges that, if this Subscription Agreement (as defined below) is accepted, Units will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Fund to deliver to the Subscriber a prospectus that complies with statutory requirements. In doing so, the Fund will be relying on the following representations and certification by the Subscriber:

The Subscriber hereby represents and certifies that the Subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following [please check the appropriate box]:

Accredited Investor

a resident of a province or territory of Canada that meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “C” and, if applicable, Form For Certain Individual Accredited Investors attached as Schedule “C-1” [please complete Schedule “C” and, if applicable, Schedule “C-1”]; or

\$150,000 minimum investment (non-Accredited Investor)

a person (other than an individual) that is a resident of a province or territory of Canada (other than Alberta) and is purchasing Units with an aggregate acquisition cost to the Subscriber of not less than \$150,000 and has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or

Subsequent top-up investment by non-Accredited Investor (\$5,000 or more)

a person other than an accredited investor that is a resident of a province or territory of Canada that is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class or series as principal for an aggregate acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of not less than \$150,000; or

Other

has the benefit of the following exemption (specify nature and source of exemption):

Is the Subscriber a registrant under Canadian securities legislation? Yes No

This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts.

Dated this _____ day of _____, _____.
(day) (month) (year)

_____ Subscriber's Signature	Initial Subscription Additional Subscription	Amount Subscribed for: Series A (MFC8213): \$ _____ Series F (MFC8214): \$ _____ Please refer to minimum initial and additional subscription amounts in the Offering Memorandum.
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Name and Address of Subscriber:	
_____ Print Name – (Full Legal Name) (Affix seal if a corporation)	_____ S.I.N
_____ Address (No P.O. Box Number)	_____ Employer's Name
_____ City, Province, Postal Code	_____ Employer's Address
_____ Telephone Number	_____ Dealer Account No.
_____ Fax Number	_____ Mackenzie Account No. (optional)
_____ Email Address	Registered Account
_____ Date of Birth	Non-registered Account
_____ Citizenship	_____ Wire Order No.

Joint Accounts: Name of Co-Subscriber: _____
You hereby confirm that the Units are to be held by each of you as joint tenants and not as tenants in common and we are hereby authorized to take orders from either of you alone. Unless you both instruct us differently, (i) allocations for tax purposes will be made to each of you in equal amounts, and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the order of all joint account holders (if paid by cheque) or to the account from which wire payment for the subscription for Units was received.
The Co-subscriber must complete information regarding the Co-subscriber (Pages 22 & 23) and Schedules C and C-1 if applicable.

General

Unless otherwise defined or the context otherwise requires, all capitalized terms used in this subscription agreement and the Schedules hereto (the “**Subscription Agreement**”) have the meanings given in the Offering Memorandum and in the amended and restated master declaration of trust governing the affairs of the Fund (the “**Declaration of Trust**”).

The Subscriber represents that he, she or it has tendered through his, her or its dealer the amount set forth on page 5 above representing the purchase price of the Units subscribed for. No Units shall be issued to the Subscriber until the Fund has received the subscription proceeds and this Subscription Agreement duly completed.

The Subscriber acknowledges that participation in the Fund is subject to the acceptance of this subscription by the Manager and to certain other conditions set forth in the Offering Memorandum and Declaration of Trust. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription shall be effective upon the written acceptance by the Manager and the deposit of the Subscriber’s payment into any of the Fund’s accounts. **The Subscriber shall be bound by the terms of the Declaration of Trust upon acceptance of this Subscription Agreement.** This Subscription Agreement and the subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated above if this subscription is not accepted. If this subscription is accepted only in part, that portion of the subscription price for the Units which is not accepted will be promptly returned to the Subscriber without interest or penalty. Subscription funds received prior to a Subscription Date will be kept in a segregated account (without interest or deduction) in trust for the Subscriber pending acceptance of this Subscription Agreement.

PLEASE KEEP A COPY OF THIS SUBSCRIPTION FOR YOUR RECORDS. Once you have received confirmation of the issuance of Units subscribed for, the Manager will be deemed to have delivered to you their acceptance of this Subscription Agreement. A fully executed copy of this Subscription Agreement will be kept by the Manager and will be available upon request.

General Representations and Warranties

The Subscriber represents, warrants, certifies, acknowledges and covenants to and in favour of the Fund and the Manager as follows:

1. the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Fund and is able to bear the economic risk of loss of such investment;
2. if the Subscriber is or becomes a “non-resident” or a partnership other than a “Canadian partnership” within the meaning of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
3. if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
4. if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
5. this Subscription Agreement, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
6. the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
7. the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under “Name and Address of Subscriber” above and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
8. the Subscriber has no knowledge of a “material fact” or “material change” (as those terms are defined in applicable securities legislation) in the affairs of the Fund that has not been generally disclosed to the public, save knowledge of this particular transaction;

9. the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Fund, the Manager, or, where applicable, their officers, directors, employees or agents;
10. the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and
 - a. the Subscriber is restricted from using the civil remedies available,
 - b. the Subscriber may not receive information that would otherwise be required to be provided, and
 - c. the Fund is relieved from certain obligations that would otherwise apply,under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
11. the Subscriber has received and reviewed the Declaration of Trust and the Offering Memorandum and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Fund, the Units and the subscription hereby made;
12. specifically, the Subscriber is aware of the characteristics of the Units, of the nature and extent of personal liability and of the risks associated with an investment in the Units;
13. the Subscriber understands that (i) there is no right to demand any distribution from the Fund, other than by redemption of Units pursuant to the terms and procedures and subject to the restrictions described in the Offering Memorandum; (ii) it is not anticipated that there will be any public market for the Units; and (iii) it may not be possible to sell or dispose of Units;
14. the Subscriber shall not knowingly transfer his, her or its Units in whole or in part to a person without the approval of the Manager and will do so only in accordance with applicable securities laws;
15. the investment portfolio and trading procedures of the Fund are proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager; and
16. the Subscriber will execute and deliver all documentation and provide all such further information as may be required by applicable securities legislation, anti-money laundering and anti-terrorist financing legislation and domestic and foreign tax legislation, to permit the purchase of the Units on the terms herein set forth, and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Manager.

The representations, warranties, certifications, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement shall survive the completion of the purchase and sale of the Units and any subsequent purchase of Units by the Subscriber unless a new subscription agreement is executed at the time of the subsequent purchase, and the Subscriber undertakes to notify the Manager immediately at the address set forth above of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement.

THE SUBSCRIBER ACKNOWLEDGES THAT HAVING A NON-QUALIFIED UNITHOLDER COULD HAVE NEGATIVE TAX OR OTHER CONSEQUENCES TO THE FUND. IF THE SUBSCRIBER NOTIFIES THE MANAGER OF A STATUS AS SET OUT IN PARAGRAPH (2), THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE MANAGER MAY EXERCISE ITS POWER TO REDEEM ALL OF THE UNITS OWNED BY THE SUBSCRIBER WITH RETROACTIVE EFFECT AND THAT THE MANAGER MAY DEDUCT FROM THE REDEMPTION PROCEEDS THEREOF ANY COSTS OR PENALTIES INCURRED BY THE FUND AS A RESULT OF THE SUBSCRIBER'S STATUS TO ENSURE THE FUND IS NOT DISADVANTAGED, WHICH AMOUNT SHALL BE RETAINED BY THE FUND.

Purchasing as Bare Trustee or Agent

If a person is executing this Subscription Agreement as bare trustee, agent or attorney (including, for greater certainty, a dealing representative, a portfolio manager or comparable adviser) (in this paragraph, the “**agent**”) on behalf of the Subscriber (in this paragraph, the “**principal**”), such agent must provide evidence of such person’s authority satisfactory to the Manager and hereby separately represents and warrants to the Manager that (i) the agent is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, (ii) this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal, (iii) the agent acknowledges that the Manager is required by law to disclose to certain regulatory and taxation authorities the identity of and certain information regarding the principal and has provided all the information concerning the principal as required by this Subscription Agreement and will provide any such further information as may hereafter be required; and (iv) for the purpose of assisting the Manager in filing with the applicable securities regulator its consolidated Monthly Report under the *Criminal Code* (Canada), the related *Regulations Establishing a List of Entities*, the *Justice for Victims of Corrupt Foreign Officials Regulations* and all such other similar applicable regulations, the principal is not a “Designated Person” for the purposes of such regulations, and the agent will immediately advise the Manager if there is a change in such status. For greater certainty, each of the representations set out in this Subscription Agreement shall be true in respect of, and each of the elections made herein shall be effective for, each principal identified under “Name and Address of Subscriber” on page 5 and, if applicable, each Account Holder named in Appendix 1. The agent agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance by the Fund or the Manager, as the case may be, on the above representations and warranties.

Anti-Money Laundering and Anti-Terrorist Financing Legislation

In connection with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Subscriber has provided to his, her or its dealer all information and documentation required under applicable anti-money laundering and anti-terrorist financing legislation. The Subscriber acknowledges that the Manager may require a copy of some or all of such information and documentation, and/or additional information and documentation from time to time, in order for the Manager to discharge all of its obligations under such legislation.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the Manager’s attention, any director, officer or employee of the Manager, or its professional advisers, knows or suspects that an investor is engaged in money laundering or terrorist financing activities, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

Consent to Electronic Delivery of Documents and other Email Communications

The Subscriber acknowledges that it is entitled to receive annual and interim financial statements and may receive other information about the Fund from the Manager. By completing **Schedule “A”**, the Subscriber is consenting to the receipt of financial information and other reports electronically. Furthermore, by signing this Subscription Agreement, the Subscriber also consents to receiving updates, promotional emails and other commercial electronic messages from the Manager unless the Subscriber withdraws consent by checking the box in **Schedule “A”** or otherwise notifies the Manager.

Financial Reporting

The Subscriber hereby agrees that, until he, she or it elects otherwise, the Subscriber does not want to receive annual or interim financial statements in respect of the Fund. The Subscriber understands that it may change this standing instruction by completing the form provided separately by the Manager.

Privacy Policy

Attached as **Schedule “D”** hereto is a copy of the Manager’s Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of his or her personal information in accordance with such policy.

Indemnity

The Subscriber agrees to indemnify and hold harmless each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on the representations, warranties, certifications and covenants of the Subscriber by the Fund or the Manager, as the case may be, or the breach of any of them by the Subscriber. Any signatory signing on behalf of the Subscriber as agent or otherwise represents and warrants that such signatory has authority to bind the Subscriber and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on such representation and warranty.

Governing Law and Language

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. By the Subscriber’s execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario. The Subscriber has required that this Subscription Agreement and all related documents including any offering memorandum or supplement thereto be in the English language. Le souscripteur a exigé que cette convention de souscription ainsi que tout autre document ou avis afférent incluant toute notice d’offre et supplément à cette notice d’offre soient rédigés en langue anglaise.

Schedule “A”

Consent to Electronic Delivery of Documents

TO: Mackenzie Financial Corporation (the “Manager”)

I have read and understand this “Consent to Electronic Delivery of Documents” and consent to the electronic delivery of the documents listed below that the Manager elects to deliver to me electronically, all in accordance with my instructions below.

- 1. The following documents will be delivered electronically pursuant to this consent:
 - a. Audited annual financial statements for the Fund (if requested);
 - b. Unaudited interim financial statements for the Fund (if requested);
 - c. Notice reminding me of the standing instructions I have provided to the Manager about my preference to receive or not receive the Fund’s financial statements; and
 - d. Such other reports or investment commentary as the Manager may choose to provide.
- 2. All documents delivered electronically will be delivered by email to the address listed on page 5.
- 3. I acknowledge that I may receive from the Manager a paper copy of any documents delivered electronically at no cost if I contact the Manager by telephone, regular mail or electronic mail at:

Mackenzie Financial Corporation
180 Queen Street West
Toronto, Ontario
M5V 3K1
Telephone: 1-800-387-0614
Email: service@mackenzieinvestments.com

- 4. I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.
- 5. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the Manager of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
- 6. I understand that I am not required to consent to electronic delivery of the above documents.
- 7. It is my express wish that the documents to be delivered under this consent be drawn up in English. *Je confirme ma volonté expresse que les documents à remettre conformément au présent formulaire de consentement soient rédigés en anglais.*

In addition to the above, I understand that as a result of my investment in the Fund, I will receive email correspondence from the Manager (or from the Fund’s 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 I am no longer invested in the Fund. I also understand that I may withdraw my consent to receiving such communications unrelated to my investment in the Fund by contacting the Manager at the address above.

I wish to receive email copies of the documents referred to in paragraph 1 above	Yes	No
I consent to receiving reports, promotional emails and other commercial electronic messages from the Manager or from other service providers on behalf of the Manager	Yes	No

Signature of Subscriber

Signature of Co- Subscriber

Schedule “B”

Certificate of Subscriber’s Agent (Dealer)

[To be completed by all Subscribers and by the registered dealer through whom Units are being acquired (the “Subscriber’s Agent”).]

By submitting this completed Subscription Agreement to the Manager, the dealer through whom the Units are being purchased (the “**Subscriber’s Agent**”) hereby acknowledges and confirms that it has fulfilled all relevant “know-your-client” and suitability obligations that it owes to the Subscriber and all identification and investor information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber’s Agent also agrees to provide any information requested by the Manager to assist it in discharging its obligations under such laws. Specifically, the Subscriber’s Agent represents that:

- i. it has delivered a copy of the Offering Memorandum to the Subscriber;
- ii. if the Subscriber has completed Schedule “C” and, if applicable, Schedule “C-1”, it has taken appropriate steps to ensure that the Subscriber is an accredited investor;
- iii. in the case of any additional subscription order where no subscription agreement will be provided to the Manager, before submission of such order it will: (a) reconfirm the Subscriber’s status as an accredited investor; and (b) notify the Manager if the Subscriber qualifies under a different category than that selected in Schedule “C” hereto;
- iv. it does not keep anonymous accounts or accounts in obviously fictitious names;
- v. it has identified, verified and recorded the identity of the Subscriber as required by anti-money laundering and anti-terrorist financing legislation in Canada;
- vi. in the event that it is unable to verify the identity of the underlying Subscriber, it will inform the Manager as soon as it is reasonably practicable, if permitted by law;
- vii. it has verified the Subscriber’s source of funds to the best of its knowledge and it is not aware and has no reason to suspect that such funds have been derived from any illegal activities;
- viii. it will maintain all necessary records on transactions for the Subscriber and it will keep records on client identification, account files and business correspondence relating to the Subscriber for at least seven (7) years after the Subscriber’s account is closed; and
- ix. it will provide supporting documentation to the Manager on file relating to the Subscriber if requested by the Manager.

The Subscriber’s Agent further represents and warrants that:

- i. it is a “reporting Canadian financial institution” for the purposes of Part XVIII of the Income Tax Act (Canada) (“FATCA”) and it is a “reporting financial institution” for the purposes of Part XIX of the Income Tax Act (Canada) (“CRS”);
- ii. the Units are considered to be issued in “nominee name” for purposes of FATCA and CRS compliance, and the Subscriber’s Agent agrees to discharge all due diligence and reporting obligations under FATCA and CRS in accordance with this classification;
- iii. it has been issued a global intermediary identification number (the “GIIN Registration”), and the GIIN Registration is currently valid; and
- iv. it agrees to notify the Manager immediately if any of the foregoing representations on FATCA and CRS cease to be true.

[Certificate continues on next page]

The Subscriber's Agent acknowledges that the Manager is relying on the representations and warranties contained in this Certificate and agrees to indemnify and hold harmless the Manager and the Fund for all losses, costs, claims, expenses and damages that they may incur arising out of a misrepresentation or failure of the Subscriber's Agent to properly discharge its obligations above.

Dealer Name

Advisor Name

Dealer Number

Advisor Code

Signature of Dealer (by Advisor)

Date

The Subscriber instructs the Manager and the Fund to register the Units in the name of the Subscriber's Agent as nominee.

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

The Subscriber agrees to provide information to the Manager as it may request from time to time for the purpose of complying with applicable securities laws and AML even though the Manager may be relying on Subscriber's Agent to collect such information at first instance. The Subscriber hereby authorizes the Manager (i) to provide information to the Subscriber's Agent regarding the Subscriber's Unitholdings from time to time and (ii) to rely on and accept instructions from the Subscriber's Agent on the Subscriber's behalf in connection with subsequent purchases, redemptions and transfers of Units and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Manager on any improper instructions provided by the Subscriber's Agent.

Signature of Subscriber

Signature of Co- Subscriber

Schedule “C”

Certificate of Accredited Investor

[To be completed and initialled by Subscriber if you checked the “Accredited Investor” box on page 4.]

TO: Mackenzie Financial Corporation (the “Manager”)

In connection with the purchase by the undersigned purchaser (the “Subscriber”) of units of Mackenzie Northleaf Private Credit Fund (the “Fund”), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Fund and the Manager that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of a province or territory of Canada and the Subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* (“NI 45-106”) or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL (SELECT 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. a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- ☐ E. an individual registered under the securities legislation of a province or territory 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 province or territory of Canada, other than an individual formerly registered solely as are presentative 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 of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory 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 province or territory of Canada,
- ☐ J. an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 [PLEASE ALSO COMPLETE SCHEDULE “C-1”],
- ☐ 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 [PLEASE ALSO COMPLETE SCHEDULE “C-1”],
- _____ L. an individual who, either alone or with a spouse, has net assets (as defined below) of at least \$5,000,000 [PLEASE ALSO COMPLETE SCHEDULE “C-1”],
- _____ 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, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,
- _____ 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 equivalent exemptions under applicable securities legislation as specified in Section 8.2 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 province or territory 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 province or territory 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 maybe,
- _____ 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 province or territory 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 province or territory 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, **Please indicate the name and category of accredited investor (by reference to the applicable letter above or below) of each owner of interests:**

Name of Owner of Interests	Category

[attach sheet if more than 3 – if (w) applies to an owner, provide information below]

- _____ 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. **If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each of:**

Accredited Investor	Name of Owner of Interests	Category
Individual who established trust		
Trustee		
Trustee		
Trustee		

[attach sheet if more than 3 trustees]

Defined Terms:

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

"Canadian financial institution" means:

a. other than in Ontario:

- a bank listed in Schedule I or II to the Bank Act (Canada),
- a body corporate, as defined in the Trust and Loan Companies Act (Canada) and to which that Act applies;
- an association, as defined in the Cooperative Credit Associations Act (Canada), and to which that Act applies;
- an insurance company or a fraternal benefit society incorporated or formed under the Insurance Companies Act (Canada);
- a credit union, central credit union, caisse populaire, financial services cooperative or credit union league or federation that is incorporated or otherwise authorized to carry on business by or under an Act of the legislature of a jurisdiction of Canada; or
- a treasury branch established by or under an Act of the legislature of a jurisdiction of Canada;

b. and in Ontario:

- a bank listed in Schedule I or II to the Bank Act (Canada);
- 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
- a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, financial services cooperative or credit union central 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;

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

"director" means:

- a member of the board of directors of a company or an individual who performs similar functions for a company, and
- 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 person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a province or territory 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 province or territory of Canada provided that the lawyer or public accountant must not

- have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
- 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 chair, vice-chair or president;
- a vice-president in charge of a principal business unit, division or function including sales, finance or production; or
- performing a policy-making function in respect of the issuer;

"financial assets" means (i) cash, (ii) securities and (iii) contracts of insurance, deposits and evidences of deposit that are not securities for the purposes of securities legislation (the value of the Subscriber's personal residence or other real estate is not included in the calculation of financial assets);

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

"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;

"individual" means a natural person, but does not include a partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

"net assets" means all of the Subscriber's assets minus all of the Subscriber's liabilities;

"person" includes:

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

"related liabilities" means:

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

“spouse” means, an individual who,

- 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), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

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

“control”

A person (first person) is considered to control another person (second person)

- i. if 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,
- ii. the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- iii. the second person is a limited partnership and the general partner of the limited partnership is the first person.

Schedule “C-1”

Form for Certain 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.

[To be completed by Subscriber and his or her salesperson if Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule “C”.]

Section 1

1. About your investment	
Type of securities: <i>Trust Units</i>	Issuer: <i>Mackenzie Northleaf Private Credit Fund</i>
Purchased from Issuer: Yes	

Sections 2 to 4 to be Completed by the Subscriber

2. Risk acknowledgement	Your initials
This investment is risky. Initial that you understand that:	
Risk of loss – You could lose your entire investment of \$ _____. [Insert amount appearing at the top of page 5.]	
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. [Note: please read the Offering Memorandum of the Fund delivered with this Subscription Agreement and note the section titled “Unitholder Reporting”.]	
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. [Note: The Manager will only accept a subscription from the Subscriber if the salesperson identified in section 5 below is a dealing representative of a registered dealer.] To check whether the salesperson is registered, go to www.aretheyregistered.ca .	

3. Accredited investor status	Your initials
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	
Your 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.) (k)	
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. (k)	

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. (j)	
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.) (l)	

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. [Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes and signs the form.]

First and last name (please print)

Signature

Date

Section 5 to be Completed by the Salesperson

5. Accredited investor status

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the Manager, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print)

Name of firm (if registered)

Telephone

Email

Section 6 to be Completed by the Issuer or Selling Security Holder

6. For more information about this investment, please contact

Mackenzie Financial Corporation

180 Queen Street West

Toronto, Ontario

M5V 3K1

Telephone: 1-800-387-0614

Email: service@mackenzieinvestments.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Schedule “D” Privacy Policy

Mackenzie Financial Corporation

The privacy of our investors is very important to us. Set forth below are our policies with respect to personal information of subscribers, investors and former investors that we collect, use and disclose. In connection with the offering and sale of units (the “Units”) of Mackenzie Northleaf Private Credit Fund (the “Fund”), we collect and maintain personal information about subscribers. We collect their personal information to enable us to provide them with services in connection with their investment in the Fund, to meet legal and regulatory requirements and for any other purpose to which they may consent in the future. Their personal information is collected from the following sources:

- subscription agreements or other forms that they submit to us;
- their transactions with us and our affiliates; and
- meetings and telephone conversations with them.

Unless a subscriber otherwise advises, by providing us with their personal information they have consented to our collection, use and disclosure of their information as provided herein. We collect and maintain their personal information in order to give them the best possible service and allow us to establish their identity, protect us from error and fraud, comply with the law and assess their eligibility in our products.

We may disclose their personal information to third parties, when necessary, and to our affiliates in connection with the services we provide related to their subscription for Units of the Fund, including:

- financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- other service providers to the Fund, such as accounting, legal, or tax preparation services; and
- taxation and regulatory authorities and agencies.

Personal information may be processed by service providers in foreign countries and it may be accessible to law enforcement and security regulatory authorities of those jurisdictions. By doing business with us, investors are consenting to their personal information being processed outside of Canada. We seek to carefully safeguard their private information and, to that end, restrict access to personal information about them to those employees and other persons who need to know the information to enable us to provide services to them. Each employee of Mackenzie Financial Corporation is responsible for ensuring the confidentiality of all personal information they may access.

Investors' personal information is maintained on our networks or on the networks of our service providers and are accessible at 180 Queen Street West, Toronto, Ontario M5V 3K1. Personal information may also be stored on a secure off-site storage facility. An investor may access their personal information to verify its accuracy, to withdraw their consent to any of the foregoing collections, uses and/or disclosures being made of their personal information and may update their information by contacting Mackenzie Financial Corporation at the following number: 1-800-387-0614. Please note that an investor's ability to participate in the Fund may be impacted should they withdraw their consent to the collection, use and disclosure of their personal information as outlined above. Mackenzie Financial Corporation reserves the right to modify or supplement its Privacy Policy at any time. If we make a change to the Privacy Policy, we will post such changes on our website.

Investors should be aware that the Fund is required to file with each relevant Canadian securities regulatory authority a report setting out personal information such as the Subscriber's name and address, the class and series of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by each such regulatory authority. The following officials can answer questions about the indirect collection of the information:

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: 403-297-6156
Public official contact regarding indirect collection
of information: FOIP Coordinator

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: 604-899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: 604-899-6506
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection
of information: Privacy Officer

The Manitoba Securities Commission

500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: 204-945-2561
Toll free in Manitoba: 1-800-655-5244
Facsimile: 204-945-0330
Public official contact regarding indirect collection
of information: Director

**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
Public official contact regarding indirect collection
of information: Chief Executive Officer and Privacy Officer

**Government of Newfoundland and Labrador Financial
Office of the Superintendent**

Department of Digital Government and Service NL
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Superintendent of Securities
Telephone: 709-729-2571
Facsimile: 709-729-6187
Public official contact regarding indirect collection
of information: Superintendent of Securities

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
Public official contact regarding indirect collection
of information: Executive Director

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

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
Public official contact regarding indirect collection
of information: Superintendent of Securities

Autorité des marchés financiers

800, rue du Square-Victoria, 22e étage
C.P. 246, Place Victoria
Montréal, Québec H4Z 1G3
Telephone: 514-395-0337 or 1-877-525-0337
Facsimile: 514-873-6155 (For filing purposes only)
Facsimile: 514-864-6381 (For privacy requests only)
Email: fonds_dinvestissement@lautorite.qc.ca
Public official contact regarding indirect collection
of information: Corporate Secretary

**Financial and Consumer Affairs Authority
of Saskatchewan**

Suite 601 – 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: 306-787-5842
Facsimile: 306-787-5899
Public official contact regarding indirect collection
of information: Executive Director, Securities Division

Government of the Northwest Territories

Office of the Superintendent of Securities

P.O. Box 1320

Yellowknife, Northwest Territories X1A 2L9

Telephone: 867-767-9305

Facsimile: 867-873-0243

Public official contact regarding indirect collection
of information: Superintendent of Securities

Office of the Superintendent of Securities**Government of Yukon****Department of Community Services**

307 Black Street, 1st Floor

P.O. Box 2703, C-6

Whitehorse, Yukon Y1A 2C6

Telephone: 867-667-5466

Facsimile: 867-393-6251

Email: securities@yukon.ca

Public official contact regarding indirect collection
of information: Superintendent of Securities

**Government of Nunavut Office of the Superintendent
of Securities**

Legal Registries Division

P.O. Box 1000, Station 570

4th Floor, Building 1106

Iqaluit, Nunavut X0A 0H0

Telephone: 867-975-6590

Facsimile: 867-975-6594

Public official contact regarding indirect collection
of information: Superintendent of Securities

Subscription Agreement (Co-subscriber)

TO: Mackenzie Northleaf Private Credit Fund (the “Fund”)

AND TO: Mackenzie Financial Corporation (the “Manager”)
180 Queen Street West
Toronto, Ontario M5V 3K1

The undersigned (the “Co-subscriber”) hereby irrevocably subscribes for units of the Fund (the “Units”) as set forth below at a price per Unit as described in the offering memorandum of the Fund as it may be amended from time to time, relating to the offering of the Units (the “Offering Memorandum”). By submitting this subscription, the Co-subscriber (i) acknowledges having received and read the Offering Memorandum, (ii) acknowledges that the Fund and the Manager are relying on the representations and warranties set out below, and (iii) hereby consents to the Fund investing in the following related and/or connected issuers of the Manager: (a) Northleaf Senior Private Credit-L LP (via NSPC-L RH II LP); (b) other investment vehicles managed by Northleaf Capital Partners (Canada) Ltd. or an affiliate of Northleaf Capital Partners (Canada) Ltd. that invest, directly or indirectly, in private credit assets; and (c) certain exchange-traded and other investment funds offered under a prospectus that are managed by the Manager. Information regarding the related and/or connected issuers of the Manager held by the Fund is provided in the Fund’s most recent financial statements and may also be obtained by contacting the Manager using the details herein.

Prospectus Exemptions

The Co-subscriber acknowledges that, if this Subscription Agreement (as defined below) is accepted, Units will be distributed to the Co-subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Fund to deliver to the Co-subscriber a prospectus that complies with statutory requirements. In doing so, the Fund will be relying on the following representations and certification by the Co-subscriber:

The Co-subscriber hereby represents and certifies that the Co-subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following [please check the appropriate box]:

Accredited Investor

a resident of a province or territory of Canada that meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “C” and, if applicable, Form For Certain Individual Accredited Investors attached as Schedule “C-1” [please complete Schedule “C” and, if applicable, Schedule “C-1”]; or

\$150,000 minimum investment (non-Accredited Investor)

a person (other than an individual) that is a resident of a province or territory of Canada (other than Alberta) and is purchasing Units with an aggregate acquisition cost to the Co-subscriber of not less than \$150,000 and has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or

Subsequent top-up investment by non-Accredited Investor (\$5,000 or more)

a person other than an accredited investor that is a resident of a province or territory of Canada that is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class or series as principal for an aggregate acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of not less than \$150,000; or

Other

has the benefit of the following exemption (specify nature and source of exemption):

Is the Co-subscriber a registrant under Canadian securities legislation? Yes No

This agreement is not transferable or assignable by the Co-subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts.

Dated this _____ day of _____, _____.
(day) (month) (year)

Co-subscriber's Signature

Name and Address of Co-subscriber:

_____	_____
Print Name – (Full Legal Name)	Date of Birth
_____	_____
Address (No P.O. Box Number)	Citizenship
_____	_____
City, Province, Postal Code	S.I.N
_____	_____
Telephone Number	Employer's Name
_____	_____
Fax Number	Employer's Address

Email Address	

Schedule “C”

Certificate of Accredited Investor

(Co-subscriber)

[To be completed and initialled by Co-subscriber if you checked the “Accredited Investor” box on page 23.]

TO: Mackenzie Financial Corporation (the “Manager”)

In connection with the purchase by the undersigned purchaser (the “Co-subscriber”) of units of Mackenzie Northleaf Private Credit Fund (the “Fund”), the Co-subscriber (or the signatory on behalf of the Co-subscriber) certifies for the benefit of the Fund and the Manager that the Co-subscriber is a resident of, or the purchase and sale of securities to the Co-subscriber is otherwise subject to the securities legislation of a province or territory of Canada and the Co-subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* (“NI 45-106”) or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL (SELECT 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. a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- ☐ E. an individual registered under the securities legislation of a province or territory 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 province or territory of Canada, other than an individual formerly registered solely as are presentative 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 of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory 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 province or territory of Canada,
- ☐ J. an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 [PLEASE ALSO COMPLETE SCHEDULE “C-1”],
- ☐ 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 [PLEASE ALSO COMPLETE SCHEDULE “C-1”],
- _____ L. an individual who, either alone or with a spouse, has net assets (as defined below) of at least \$5,000,000 [PLEASE ALSO COMPLETE SCHEDULE “C-1”],
- _____ 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, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,
- _____ 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 equivalent exemptions under applicable securities legislation as specified in Section 8.2 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 province or territory 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 province or territory 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 maybe,
- _____ 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 province or territory 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 province or territory 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, **Please indicate the name and category of accredited investor (by reference to the applicable letter above or below) of each owner of interests:**

Name of Owner of Interests	Category

[attach sheet if more than 3 – if (w) applies to an owner, provide information below]

- _____ 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. **If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each of:**

Accredited Investor	Name of Owner of Interests	Category
Individual who established trust		
Trustee		
Trustee		
Trustee		

[attach sheet if more than 3 trustees]

Defined Terms:

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

“Canadian financial institution” means:

a. other than in Ontario:

- a bank listed in Schedule I or II to the Bank Act (Canada),
- a body corporate, as defined in the Trust and Loan Companies Act (Canada) and to which that Act applies;
- an association, as defined in the Cooperative Credit Associations Act (Canada), and to which that Act applies;
- an insurance company or a fraternal benefit society incorporated or formed under the Insurance Companies Act (Canada);
- a credit union, central credit union, caisse populaire, financial services cooperative or credit union league or federation that is incorporated or otherwise authorized to carry on business by or under an Act of the legislature of a jurisdiction of Canada; or
- a treasury branch established by or under an Act of the legislature of a jurisdiction of Canada;

b. and in Ontario:

- a bank listed in Schedule I or II to the Bank Act (Canada);
- 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
- a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, financial services cooperative or credit union central 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;

“company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

“director” means:

- a member of the board of directors of a company or an individual who performs similar functions for a company, and
- 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 person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a province or territory 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 province or territory of Canada provided that the lawyer or public accountant must not

- have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
- 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 chair, vice-chair or president;
- a vice-president in charge of a principal business unit, division or function including sales, finance or production; or
- performing a policy-making function in respect of the issuer;

“financial assets” means (i) cash, (ii) securities and (iii) contracts of insurance, deposits and evidences of deposit that are not securities for the purposes of securities legislation (the value of the Co-subscriber's personal residence or other real estate is not included in the calculation of financial assets);

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

“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;

“individual” means a natural person, but does not include a partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

“net assets” means all of the Co-subscriber's assets minus all of the Co-subscriber's liabilities;

“person” includes:

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

“related liabilities” means:

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

“spouse” means, an individual who,

- 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), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

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

“control”

A person (first person) is considered to control another person (second person)

- i. if 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,
- ii. the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- iii. the second person is a limited partnership and the general partner of the limited partnership is the first person.

Schedule “C-1”

Form for Certain Individual Accredited Investors

(Co-subscriber)

WARNING!

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

[To be completed by Co-subscriber and his or her salesperson if Co-subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule “C”.]

Section 1

1. About your investment	
Type of securities: <i>Trust Units</i>	Issuer: <i>Mackenzie Northleaf Private Credit Fund</i>
Purchased from Issuer: Yes	

Sections 2 to 4 to be Completed by the Co-subscriber

2. Risk acknowledgement	Your initials
This investment is risky. Initial that you understand that:	
Risk of loss – You could lose your entire investment of \$ _____. [Insert amount appearing at the top of page 5.]	
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. [Note: please read the Offering Memorandum of the Fund delivered with this Subscription Agreement and note the section titled “Unitholder Reporting”.]	
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. [Note: The Manager will only accept a subscription from the Co-subscriber if the salesperson identified in section 5 below is a dealing representative of a registered dealer.] To check whether the salesperson is registered, go to www.aretheyregistered.ca .	

3. Accredited investor status	Your initials
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	
Your 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.) (k)	
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. (k)	

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. (j)	
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.) (l)	

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. [Note: The information in sections 1, 5 and 6 must be completed before the Co-subscriber completes and signs the form.]

First and last name (please print)

Signature

Date

Section 5 to be Completed by the Salesperson

5. Accredited investor status

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the Manager, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print)

Name of firm (if registered)

Telephone

Email

Section 6 to be Completed by the Issuer or Selling Security Holder

6. For more information about this investment, please contact

Mackenzie Financial Corporation

180 Queen Street West

Toronto, Ontario

M5V 3K1

Telephone: 1-800-387-0614

Email: service@mackenzieinvestments.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

Acceptance

(To be completed by Manager)

This subscription is accepted on the _____ day of _____, _____.
(month) (year)

MACKENZIE FINANCIAL CORPORATION,
in its own capacity and as Manager on behalf of
MACKENZIE NORTHLEAF PRIVATE CREDIT FUND

By

Name and Title

By

Name and Title

Manager Only

Subscriber Name

Co- Subscriber Name

\$ _____
Subscription Amount

Subscription Date

Series of Units

\$ _____
Price Per Unit

Number of Units Issued

Exemption