

SUBSCRIPTION FORM AND POWER OF ATTORNEY

ROCKLINC KOKOMO FUND LP

TO: Rocklinc Kokomo Fund LP (the “**Partnership**”) and
Rocklinc Kokomo GP Inc. (the “**General Partner**”) and
SGGG Fund Services (Cayman) Inc. (the “**Administrator**”)
Regatta Office Park
Windward Three, 4th Floor
West Bay Road
P.O. Box 10312
Grand Cayman KY1-1003
Cayman Islands
email: transactions@sgggfsicayman.ky (with a copy to gmattison@sgggfsicayman.ky)

and

TO: Rocklinc Investment Partners Inc. (the “**Manager**”)
4200 South Service Road, Suite 102
Burlington, ON L7L 4X5
Canada
Attention: Jonathan Wellum
email: info@rocklinc.com

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for interests in the Partnership in the form of limited partnership units of the Partnership (the “**Units**”) in the amount set forth on page 11 at a price per Unit as described in the confidential offering memorandum of the Partnership dated October 31, 2022, as it may be amended from time to time, relating to the offering of the Units (the “**Offering Memorandum**”). **Unless otherwise agreed to by the Manager, the Subscriber will be issued Class A Units.** By submitting this subscription, the Subscriber acknowledges having received and read the Offering Memorandum and that the General Partner and the Manager and Administrator are relying on the representations and warranties set out below.

The Subscriber acknowledges that proceeds from the subscription will be invested by the Partnership in Rocklinc Kokomo Master Fund LP, a related and/or connected issuer of the Manager and of the Partnership, and consents to same.

All Subscribers must complete **pages 10 and 11**, as well as **Schedules “H” and “I”** and the applicable Internal Revenue Service **Form W-8 or W-9**.

All Subscribers that are “accredited investors” must complete **Schedule “A”** and, if applicable, **Schedule “A-1”**.

In its capacity as dealer, the Manager must determine whether the Units are a suitable investment for the Subscriber having regard to the Subscriber’s investment needs and objectives, his or her personal and financial circumstances, investment knowledge and risk profile. The Manager, and the Administrator on behalf of the Partnership, must also collect trusted contact person information and additional information under anti-money laundering and anti-terrorism legislation and under FATCA and CRS. In this regard, the Subscriber must complete **Schedule “B”** or **Schedule “D”**, as well as **Schedule “C”** (if applicable), **Schedule “E”** (if applicable), **Schedule “F”**, **Schedule “G”** (if applicable) and **Schedule “J”** for the Partnership’s FATCA and CRS tax information reporting purposes under Cayman Islands law.

All Subscribers that are “**permitted clients**” and who do not wish to complete **Schedule “B”** must complete **Schedule “D”** (unless the Manager is otherwise exempt from determining suitability – see Schedule “B”).

JOINT ACCOUNT HOLDERS: Each account holder must complete a separate page 10, page 11 and, if applicable, **Schedule “A”**, **Schedule “A-1”**, **Schedule “B”** or **Schedule “D”**, **Schedule “C”**, **Schedule “E”**, **Schedule “F”** and **Schedule “J”**.

General

The Subscriber acknowledges the information contained in the Offering Memorandum including, in particular, those investment considerations described in Schedule “D” – Risk Factors of the Offering Memorandum. Unless otherwise defined or the context otherwise requires, all capitalized terms used in this subscription form and power-of-attorney, including the Schedules hereto (the “**Subscription Agreement**”), have the meanings given in the Offering Memorandum and in the amended and restated limited partnership agreement governing the affairs of the Partnership dated October 31, 2022, as it may be further amended from time to time (the “**Limited Partnership Agreement**”).

The Subscriber tenders herewith, in full payment of the aggregate subscription price of the Units, a wire transfer to the Partnership in accordance with the instructions set out below (or has arranged for another form or method of payment acceptable to the Manager) for the amount set forth below representing the purchase price of the Units subscribed for. If submitting funds by wire transfer, the Subscriber has caused the financial institution remitting the funds representing the purchase price of the Units subscribed for to wire funds to:

Beneficiary Name:	Rocklinc Kokomo Fund LP
Beneficiary Address:	CO Services Cayman Limited P.O. Box 10008, Willow House, Cricket Square Grand Cayman, KY1-1001 Cayman Islands
Beneficiary Account Number:	02541100
Beneficiary Bank’s Address:	DMS Bank & Trust Ltd. 20 Genesis Close Grand Cayman KY1-1104 Cayman Islands
Beneficiary Bank SWIFT:	CAYIKYKY
Intermediary Bank:	The Bank of New York Mellon, New York
Intermediary Bank SWIFT:	IRVTUS3N
Intermediary Bank Fedwire:	ABA 021000018
Intermediary Bank Account Number (USD):	890 1050 210

This subscription will not be accepted and no Units will be issued to the Subscriber until the Partnership has received the subscription proceeds and this Subscription Agreement duly completed.

The Subscriber acknowledges that investment in the Partnership is subject to the acceptance of this subscription by the General Partner and the Manager and to certain other conditions set forth in the Offering Memorandum and the Limited Partnership Agreement. 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 of this Subscription Agreement by the General Partner and the Manager and the deposit of the Subscriber’s payment into any of the Partnership’s accounts. **The Subscriber shall become a party to and bound by the terms of the Limited Partnership Agreement upon acceptance of this Subscription Agreement and the execution of the Limited Partnership Agreement by or on behalf of the Subscriber, and] acknowledges and consents to execution of the Limited Partnership Agreement, and any amendments thereto from time to time, by the General Partner on behalf of the Subscriber.** This Subscription Agreement and subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If the 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 the Partnership’s bank account (without interest or deduction) in trust for the Subscriber pending acceptance of the subscription.

General Representations and Warranties

The Subscriber represents, warrants, certifies, acknowledges and covenants to and in favour of the Partnership, the General Partner 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 Partnership and is able to bear the economic risk of loss of such investment;
- (2) the Subscriber is not a “non-resident”, a partnership other than a “Canadian partnership”, acquiring or holding Units as a “tax shelter investment”, or a person an interest in which is a “tax shelter investment”, within the meaning of the *Income Tax Act* (Canada), nor is the Subscriber a partnership that does not prohibit investment by the foregoing persons; and in the event that the Subscriber’s status in this respect changes, the Subscriber will immediately notify the Manager in writing of such status;
- (3) if the Subscriber is or becomes a “financial institution” within the meaning of Section 142.2 of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status or change of status;
- (4) 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;
- (5) 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;
- (6) 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;
- (7) 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;
- (8) 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” below and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
- (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 Partnership, the General Partner, 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 the Partnership would otherwise be required to provide, and
 - (c) the Partnership 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, reviewed and fully understands the Limited Partnership Agreement 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 Partnership, 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 Partnership, other than by redemption of Units pursuant to the terms and procedures and subject to the restrictions described in the Limited Partnership Agreement; (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 may not transfer his, her or its Units in whole or in part to a person without the approval of the General Partner and the Manager and will do so only in accordance with applicable securities laws;
- (15) the investment portfolio and trading procedures of the Partnership are proprietary to the Partnership 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;

- (16) the Subscriber will execute and deliver all documentation as may be required from time to time by applicable securities legislation or by the Partnership, as the case may be, 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 General Partner or the Manager; and
- (17) the Subscriber will execute and deliver all documentation and provide all such further information to the Manager and General Partner (or Administrator on their behalf) as may be required from time to time in order for the Manager, General Partner and Partnership to satisfy their obligations under applicable securities legislation and anti-money laundering and anti-terrorist financing legislation, and to satisfy domestic and foreign tax reporting and similar filings.

The representations, warranties, certifications, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement and in the Limited Partnership 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). 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 Limited Partner could have a negative tax or other consequences to the Partnership. Upon a Limited Partner notifying the Manager of a status or change in status as set out in clause (2) or (3), the Manager may require such Limited Partner at any time to redeem all or some of such Limited Partner's Units.

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 General Partner and 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) and 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 "Subscriber Information". The agent agrees to indemnify each of the Partnership, the General Partner 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 Partnership, the General Partner or the Manager, as the case may be, on the above representations and warranties.

Power-of-Attorney

In consideration of the General Partner accepting this subscription and conditional thereon:

- (1) the Subscriber hereby nominates, constitutes and appoints the General Partner, with full power of substitution, as his, her or its agent and true and lawful attorney in fact and agent for property and agent to act on his, her or its behalf, with full power and authority in his, her or its name, place and stead to execute, swear to, ratify, confirm, acknowledge, deliver, file and record in the appropriate public offices in any jurisdictions where the General Partner considers it appropriate any and all of:

- (a) the Limited Partnership Agreement, and any amendment, change or modification thereto from time to time made in accordance with its terms, any statement filed by the General Partner with the Registrar of Exempted Limited Partnerships in and for the Cayman Islands pursuant to Section 10 of the Cayman Islands *Exempted Limited Partnership Act (As Revised)* (as amended) and all declarations and other instruments or documents necessary or required to continue and keep in good standing the Partnership as an exempted limited partnership in in any jurisdiction in which such filing is deemed advisable by the General Partner;
 - (b) all documents on behalf of the Subscriber and in the Subscriber's name as may be necessary to give effect to the sale or assignment of a Unit or to give effect to the admission of additional or substituted Limited Partners or a transferee of Units as a new Limited Partner of the Partnership as required by and/or subject to the terms and restrictions of the Limited Partnership Agreement;
 - (c) all conveyances and other instruments or documents required in connection with the liquidation and dissolution of the Partnership subject to the terms and restrictions of the Limited Partnership Agreement, including the distribution of assets of the Partnership;
 - (d) all other instruments and documents on the Subscriber's behalf and in the Subscriber's name or in the name of the Partnership as may be deemed necessary or appropriate by the General Partner to carry out fully the Limited Partnership Agreement in accordance with its terms; and
 - (e) all elections, determinations, designations, applications, declarations of status or beneficial ownership, claims, information returns, forms, or similar documents or instruments under relevant tax legislation (including without limitation elections under taxation or other legislation or laws in Canada, in the United States of America, or in any other jurisdiction), in respect of the affairs of the Partnership or of the Subscriber's interest in the Partnership, for and including all taxation years in which the Subscriber is or is deemed to be a Limited Partner; and
- (2) the Subscriber acknowledges that the ability of the General Partner to carry out its duties and discharge its obligations to the Partnership is dependent on the validity and survival of this power-of-attorney.

The power-of-attorney hereby granted is a power coupled with an interest and is irrevocable and given to secure a proprietary interest of the donee of the power or the performance of an obligation owed to the donee; it shall survive the assignment by the Subscriber of the whole or any part of the interest of the Subscriber in the Partnership, extends to the heirs, executors, administrators, successors, assigns and other legal representatives of the Subscriber, shall survive the death or disability of the Subscriber and may be exercised by the General Partner on behalf of the Subscriber in executing such instrument with a single signature as attorney and agent for all of them. The Subscriber agrees to be bound by any representation or action made or taken by the General Partner pursuant to such power-of-attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under such power-of-attorney. In the event that a court of competent jurisdiction (or an arbitrator in circumstances where the General Partner has agreed to be bound by such arbitrator's decision) determines that this power-of-attorney has been terminated, been duly revoked or has become invalid, any exercise of the power by the General Partner following such termination, revocation or invalidity shall be valid and binding as between the Subscriber or the estate of the Subscriber and any person, including the General Partner, who acted in good faith and without knowledge of the termination, revocation or invalidity.

The Subscriber hereby releases the General Partner from all liability of any kind that may arise in consequence of any act or omission of the General Partner, so long as the General Partner exercises its authority hereunder in good faith. The Subscriber agrees to be bound by any representation or action made or taken by the General Partner pursuant to this power-of-attorney and, if requested, agrees to ratify any such representation or action, including the execution of any documents necessary to effect such ratification. The Subscriber hereby indemnifies the General Partner, including any of its officers, directors, partners, members, principals, employees or agents, with respect to all liability that may arise hereunder in consequence of any act or omission of the General Partner in the exercise of its authority hereunder, unless the General Partner, or such officer, director, partner, member, principal, employee or agent, is found by a court of competent jurisdiction in the Cayman Islands to have acted without good faith in exercising its authority hereunder, and such indemnification shall remain effective for any entity that ceases to be General Partner in respect of any such act or omission that occurred while such entity was General Partner.

This power-of-attorney becomes effective on the date of acceptance of this Subscription Agreement and shall continue in respect of the General Partner so long as it is the general partner of the Partnership, and shall terminate thereafter, but shall continue in respect of a new general partner as if the new general partner were the original attorney in fact and agent. This power-of-attorney is in addition to and does not override or terminate any other power-of-attorney previously granted by the Subscriber; however in the event of a conflict between the terms of the power-of-attorney contained herein, and the provisions relating to a power-of-attorney contained in the Limited Partnership Agreement or in any previous subscription for Units of the Partnership by the Subscriber, the terms of this power-of-attorney shall prevail. This power-of-attorney shall survive the granting of any subsequent power-of-attorney by the Subscriber. The Subscriber agrees to take any action reasonably required by the General Partner to ratify any decision made or step taken by the General Partner pursuant to this power-of-attorney.

Provision of Identification Information to Third Parties

In order to enable it to perform the anti money laundering checks in relation to the Limited Partners as required by applicable law, the Manager and/or the Partnership's administrator may be required to disclose identification information in relation to such Limited Partners to a third party service provider of web-based anti money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

Anti-Money Laundering and Anti-Terrorist Financing Legislation

In order to comply with applicable legislation aimed at the prevention of money laundering and terrorism financing in Canada, the Cayman Islands and any other applicable jurisdictions, the Administrator or Manager may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information. In accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Proceeds of Crime Act* (as revised), the *Terrorism Act* (as revised), the *Anti-Money Laundering Regulations* (as revised) and the *Misuse of Drugs Act* (as revised) of the Cayman Islands, the Subscriber must provide to the Administrator or Manager certain information and/or documentation as well as proof of identity and source of funds. Corporations, trusts, limited partnerships or similar entities, other than those entities specifically exempted by the applicable rules, must complete **Schedule "E"** and attach all necessary documentation. Individual Subscribers, and each signatory of a Subscriber that is not an individual and that is not exempted from completing Schedule "E", must complete **Schedule "F"** and, if necessary, **Schedule "F-1"** and attach all necessary documentation.

Individual Subscribers must complete **Schedule "G"** regarding the Subscriber's status as a foreign or domestic politically exposed person or head of an international organization (or family member or close associate of such a person). The Subscriber will immediately notify the Manager if the status of any such person in this regard changes.

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 the Financial Reporting Authority and the relevant authorities in the Cayman Islands, and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law, Cayman Islands law or otherwise.

Sanctions

The Subscriber represents and warrants that, to the best of its knowledge, none of (i) the Subscriber; (ii) any person controlling or controlled by the Subscriber; (iii) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or (iv) any person for whom the Subscriber is acting as trustee, agent, representative or nominee in connection with this investment ((ii), (iii) and (iv) are, collectively, a "**Related Person**"), is a country, territory, individual or entity named on any list of sanctioned entities or individuals maintained by a U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons or pursuant to European Union ("**EU**") and/or United Kingdom ("**UK**") Regulations (as the latter are extended to the Cayman Islands by Statutory Instrument), nor is a person or entity prohibited under the programs administered by OFAC, or is operationally based or domiciled in a country or territory in relation to which sanctions imposed by the United Nations, OFAC, the EU and/or the UK apply, or otherwise subject to sanctions imposed by the United Nations, OFAC, the EU or the UK (including as the latter are extended to the Cayman Islands by Statutory Instrument) (collectively, a "**Sanctions Subject**"). The Subscriber acknowledges and agrees that

(a) should the Subscriber or a Related Person be, or become at any time during its investment in the Partnership, a Sanctions Subject, the General Partner, the Manager or their duly authorized delegate may immediately and without notice to the Subscriber cease any further dealings with the Subscriber and/or the Subscriber's Units in the Partnership until the Subscriber or the relevant Related Person (as applicable) ceases to be a Sanctions Subject or a license is obtained under applicable law to continue such dealings (a “**Sanctioned Persons Event**”), and (b) the Partnership, the General Partner and the Manager shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the Subscriber as a result of a Sanctioned Persons Event. The Subscriber agrees that it will promptly notify the Partnership, the General Partner and the Manager of (x) any change in the Subscriber’s status or the status of any Related Person and/or (y) if the Subscriber has reason to believe that its investment in the Partnership is or was prohibited under this paragraph.

Financial Reporting

The Subscriber hereby agrees that, until he, she or it elects otherwise, the Subscriber does not want to receive annual financial statements in respect of the Partnership. The Subscriber understands that it may change this standing instruction by completing **Schedule “H”**.

Consent to Electronic Delivery of Documents and other Email Communications

The Subscriber acknowledges that it is entitled to receive annual financial statements and may receive other information about the Partnership from the Manager. By completing **Schedule “I”**, 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 “I” or otherwise notifies the Manager.

Foreign Tax Reporting

All Subscribers must provide the appropriate **Form W-8** or **W-9** for the purpose of U.S. tax legislation relating to potential withholding tax on certain U.S.-source income, and must provide an updated form upon reasonable request by the Manager, the Administrator or the General Partner. All Subscribers must also complete the appropriate FATCA/CRS Self Certification forms at **Schedule “J”**.

The Subscriber acknowledges that the Partnership has tax information reporting and exchange obligations applicable to it under the laws of the Cayman Islands (collectively, “**Tax Reporting Obligations**”) including without limitation, any Tax Reporting Obligations under any Cayman Islands laws, regulations or guidance notes that give effect to the inter-governmental agreement between the Cayman Islands and the United States to implement the *Foreign Account Tax Compliance Act* (“**FATCA**”), the Organisation for Economic Co-operation and Development’s (“**OECD’s**”) multilateral competent authority agreement implementing the OECD’s Common Reporting Standard (“**CRS**”) and any additional inter-governmental agreement or treaty entered into by, or otherwise binding upon, the Cayman Islands that provides for the exchange of tax information with another jurisdiction and agrees to provide the Partnership, the Administrator, the General Partner and/or the Manager on a timely basis with any documents, tax certifications, financial and other information (collectively “**Tax Reporting Information**”) they may request in connection with the Partnership’s compliance with its Tax Reporting Obligations. The Subscriber further agrees that the Partnership, the Administrator, the General Partner and/or the Manager may release, report or otherwise disclose to the Tax Information Authority in the Cayman Islands (“**TIA**”) (or any other authority as may be required under the Tax Reporting Obligations) any Tax Reporting Information provided by the Subscriber to the Partnership and any other information held by or on behalf of the Partnership in respect of the Subscriber’s investment in the Partnership, in connection with the Tax Reporting Obligations including, without limitation, in relation to the identity, address, tax identification number, tax status and any interest in the Partnership of the Subscriber (and any of its direct or indirect owners or affiliates).

The Subscriber acknowledges that the Partnership also has due diligence and reporting obligations under FATCA (as implemented in Canada by the Canada-United States Enhanced Tax Information Exchange Agreement and Part XVIII of the Tax Act) and CRS (as implemented in Canada by Part XIX of the Tax Act). Generally, the Subscriber (or in the case of certain entities, its “**controlling persons**”) will be required by law to provide the Manager with information related to their citizenship and tax residence, including their tax identification number(s). If the Subscriber (or, if applicable, any of its controlling persons) (i) is identified as a U.S. citizen (including a U.S. citizen living in Canada) or a foreign (including U.S.) tax resident

or (ii) does not provide the required information and indicia of U.S. or non-Canadian status is present, information about the Subscriber (or, if applicable, its controlling persons) and his, her or its investment in the Partnership will generally be reported to the CRA. However, pursuant to CRA administrative guidance, the Partnership may choose to report such information about a Subscriber only to the TIA in the Cayman Islands in situations where reporting is also required under the Partnership's Cayman Islands Tax Reporting Obligations. Where such information is provided to the CRA, CRA will provide that information to, in the case of FATCA, the U.S. Internal Revenue Service and in the case of CRS, the relevant tax authority of any country that is a signatory of the *Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information* or that has otherwise agreed to a bilateral information exchange with Canada under CRS. The Subscriber agrees to provide the Manager with new self-certifications within 30 days of any certification or information provided on the form becoming incorrect, or upon reasonable request from the Manager.

The Subscriber acknowledges that if the Partnership, the Administrator, the General Partner and/or the Manager are required to report information to the CRA or TIA in connection with the Subscriber's investment in the Partnership, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law, Cayman Islands law or otherwise.

Privacy Policy

Attached as **Schedule "K"** hereto is a copy of the Manager's, General Partner's and Partnership's Privacy Policy. By signing this Subscription Agreement, the Subscriber consents, on its own behalf and on behalf of any individual whose personal information it provides to the Partnership, the Manager and/or the General Partner, to the collection, use, processing and disclosure of his or her personal information in accordance with such policy.

Relationship Disclosure Information

The Subscriber acknowledges that the Manager is the investment fund manager and portfolio manager to the Partnership. In addition, the Manager is also the dealer of record for the Subscriber. Unless the Subscriber is a permitted client within the meaning of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations* and is not an individual, the Manager, as a registrant, is required by law to provide certain information to the Subscriber (referred to as "relationship disclosure information") regarding the nature of the relationship between the Manager and the Subscriber, the operating charges and transaction charges charged by the Manager to the Subscriber or the Partnership, the obligations of the Manager to the Subscriber, and the complaints process and independent dispute resolution service available to the Subscriber, among other things, which information is contained in **Schedule "L"** and **Schedule "L-1"**.

Conflicts of Interest

Since the Subscriber is purchasing Units directly from the Manager, as exempt market dealer, the Manager is required by law to provide disclosure to the Subscriber regarding certain material conflicts of interest, which information is contained in the Manager's Conflicts of Interest Disclosure Statement attached as **Schedule "M"**.

Indemnity

The Subscriber agrees to indemnify each of the Partnership, the General Partner, the Manager and the Administrator (and each of their respective partners, members, directors, officers and agents) 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 Partnership, the General Partner, the Manager and the Administrator, 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 Partnership, the General Partner, the Manager and the Administrator (and each of their respective partners, members, directors, officers and agents) 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.

Third Party Rights

Pursuant to the Contracts (Rights of Third Parties) Act, 2014 of the Cayman Islands any person (including the Administrator) who is not a party to this Agreement but who is expressly indemnified or exculpated hereunder (each, a "**Third Party**") shall be entitled to enforce any term of this Subscription Agreement relating to such indemnification or exculpation

as if it were a party to this Subscription Agreement, provided that the parties to this Subscription Agreement may terminate, rescind or agree to any variation, waiver or settlement or extinguish or alter any entitlement or right of any Third Party under this Subscription Agreement without obtaining the consent of any other person, including any Third Party.

Governing Law

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Cayman Islands. By the Subscriber's execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of the Cayman Islands.

Language

The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. *Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.*

Prospectus Exemptions

The Subscriber acknowledges that, if this Subscription Agreement is accepted, Units will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Partnership to deliver to the Subscriber a prospectus that complies with statutory requirements. In doing so, the Partnership 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 Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island who meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “A” and, if applicable, the Form For Certain Individual Accredited Investors attached as Schedule “A-1” [please complete Schedule “A” and, if applicable, Schedule “A-1”]; or

CAD\$150,000 minimum investment

- a person, other than an individual, that is a resident of Ontario, British Columbia, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island and is purchasing Units with an aggregate acquisition cost to the Subscriber of not less than the U.S. dollar equivalent of CAD\$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 a non-Accredited Investor

- a person other than an accredited investor that is a resident of Ontario, British Columbia, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island and is purchasing Units with an aggregate acquisition cost of less than CAD\$150,000, but already purchased Units of the same class or series as principal for an acquisition cost of not less than CAD\$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 CAD\$150,000; or

Other

- a resident of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island who has the benefit of the following exemption (specify nature and source of exemption):

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

Is the Subscriber acting on behalf of or on the instructions of a third party? Yes No

If Yes, provide the following information regarding the third party:

Name: _____ Relationship with Subscriber: _____

Principal business/ occupation: _____ Address: _____

Date of birth: _____ Incorporation no./jurisdiction: _____

Amount Subscribed for:	
Class A:	US\$ _____
Class B:	US\$ _____

This agreement is not transferable or assignable by the Subscriber except with the consent of the General Partner and the Manager or by operation of law. This agreement may be signed in counterparts and is executed AS A DEED.

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

X _____

Subscriber's Signature

Name and Address of Subscriber:	Telephone Number: _____
_____	Fax Number: _____
Print Name – (Full Legal Name) (Affix seal if a corporation)	Email Address: _____

Address (No P.O. Box Number)	

City, Province, Postal Code	

If Subscriber is not an Individual:	Date of Incorporation or Formation: _____
Type of Entity: _____	Business Identification Number: _____
_____	Trust Identification Number: _____
Name and Position of Signatory (if applicable)	Ontario Corp. No. (if any) : _____

If Subscriber is an Individual:	<i>If Subscriber is an individual, his or her signature must be witnessed by a person who is neither a minor or the spouse or child of the Subscriber):</i>
By what given name are you commonly known?	

Date of Birth: _____	Witness
Citizenship: _____	_____
	Signature
S.I.N.: _____	_____
	Witness Name

	Witness Address

Joint Accounts: Name of Co-Subscriber: _____
Each account holder must sign a copy of this Subscription Agreement and provide appropriate proof of identification. 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 holders (if paid by cheque) or to the account from which wire payment for the subscription for Units was received.

SCHEDULE “A”
CERTIFICATE OF ACCREDITED INVESTOR

[To be completed and initialled by the Subscriber if you checked the “Accredited Investor” box on page 10.]

TO: Rocklinc Investment Partners Inc. (the “**Manager**”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of units of Rocklinc Kokomo Fund LP (the “**Partnership**”), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Partnership 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, Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island 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:

- _____ (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 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 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 CAD\$1,000,000 **[PLEASE ALSO COMPLETE SCHEDULE “A-1”]**,
- _____ (j.1) an individual who beneficially owns financial assets (as defined below), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds CAD\$5,000,000,
- _____ (k) an individual whose net income before taxes exceeded CAD\$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CAD\$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 “A-1”]**,

- _____ (l) an individual who, either alone or with a spouse, has net assets (as defined below) of at least CAD\$5,000,000 **[PLEASE ALSO COMPLETE SCHEDULE “A-1”]**,
- _____ (m) a person, other than an individual or investment fund, that has net assets of at least CAD\$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 Quebec, 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 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 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. ***If you checked (t), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each owner:***

Name of owner of interests:	Category:
_____	_____
_____	_____
_____	_____

[attach sheet if more than 3 owners]

- _____ (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:	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) 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 province or territory of Canada to carry on business in Canada or a province or territory of Canada;

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

“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 Saskatchewan or 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
- (c) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
- (d) 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) 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 (i) cash, (ii) securities, or (iii) a contract of insurance, deposit or an evidence of a deposit that is not a security 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:

- (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;

“**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);

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

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

Control

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

**SCHEDULE “A-1”
FORM FOR CERTAIN INDIVIDUAL ACCREDITED INVESTORS**

[To be completed by the Subscriber and his or her salesperson if the 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 “A”.]

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: <i>Limited Partnership Units</i>	Issuer: <i>Rockline Kokomo Fund LP</i>
Purchased from: <i>Issuer</i>	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of US\$ _____ <i>[Insert amount appearing at the top of page 11.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment. <i>[Note: please read the Offering Memorandum of the Partnership delivered with this Subscription Agreement and note the section entitled “Terms of Offering – Financial and Other Reporting”.]</i>	
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. <i>[Note: The Manager will only accept a subscription from the Subscriber if the salesperson identified in section 5 below is a dealing representative of the Manager.]</i> To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than CAD\$200,000 in each of the 2 most recent calendar years, and you expect it to be more than CAD\$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse’s was more than CAD\$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than CAD\$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than CAD\$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 CAD\$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. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes and signs the form.]</i>		
First and last name (please print):		
Signature: <input checked="" type="checkbox"/>		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 Manager, 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, please contact:		
<p>Rocklinc Kokomo Fund LP c/o Rocklinc Investment Partners Inc. 4200 South Service Road, Suite 102 Burlington, ON L7L 4X5 Canada Attention: Jonathan Wellum tel: 905.631.LINC (5462) email: jwellum@rocklinc.com</p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>		

SCHEDULE "B"

KNOW-YOUR-CLIENT INFORMATION

[To be completed and initialled by the Subscriber unless the Subscriber is a registered firm, a Canadian financial institution or a Schedule III bank, or is otherwise a permitted client that has completed Schedule "D").]

Annual Income (average past two years)	Net Worth	Investable Assets (non-RRSP)
<input type="checkbox"/> Under CAD\$100,000	<input type="checkbox"/> Under CAD\$100,000	<input type="checkbox"/> Under CAD\$100,000
<input type="checkbox"/> CAD\$100,000-\$199,999	<input type="checkbox"/> CAD\$100,000-\$249,999	<input type="checkbox"/> CAD\$100,000-\$249,999
<input type="checkbox"/> CAD\$200,000-\$299,999	<input type="checkbox"/> CAD\$250,000-\$499,999	<input type="checkbox"/> CAD\$250,000-\$999,999
<input type="checkbox"/> CAD\$300,000-\$499,999	<input type="checkbox"/> CAD\$500,000-\$999,999	<input type="checkbox"/> CAD\$500,000-\$999,999
<input type="checkbox"/> CAD\$500,000 or more	<input type="checkbox"/> CAD\$1,000,000 - \$4,999,999	<input type="checkbox"/> CAD\$1,000,000-\$4,999,999
	<input type="checkbox"/> CAD\$5,000,000 or more	<input type="checkbox"/> CAD\$5,000,000 or more

Spouse's Annual Income:
CAD\$ _____

Spouse's Net Worth:
CAD\$ _____

Spouse's Investable Assets:
CAD\$ _____

Investment Knowledge*
(please choose only one)

**Knowledge of Alternative
Investment Products**

Other Investments Held
(check all that apply)

High/Expert
 Good
 Limited
 Nil

Subscriber is invested in other hedge fund products?
 Yes
 No

Bonds/Other Fixed Income
 Mutual Funds
 ETFs
 Mortgages
 Term Deposits
 Stocks
 Real Estate

***Investment Knowledge**

Limited – you have only invested in simple securities such as savings bonds or well-known common shares largely based on the advice of others.

Good – you have either traded in or have some knowledge of the basic characteristics of both fixed income securities and common shares, as well as a basic understanding of the degree of risk and reward inherent in these types of securities.

High/Expert – you have a good business background, follow the markets regularly and have traded in and understand most types of investment securities.

Approximate value of other investments held: CAD\$ _____

Investment Objectives (of this investment)

Risk Tolerance*

Liquidity

(check all that apply)
 Safety
 Income
 Balanced
 Growth
 Aggressive Growth

Low
 Moderate
 High

Subscriber needs instant access to their investment:

***Risk Tolerance – this is your willingness to accept risk**
Low – safety of capital with an expectation of small return.
Moderate – moderate asset fluctuation but with higher return or potential losses.
High – higher fluctuations with significant potential for loss or gain.

Yes
 No

Risk Capacity

What is your capacity to endure potential financial loss over the time horizon of this investment (maximum percentage loss of this investment): _____%*

***While we will use this information in assessing suitability of this investment at the time of the investment, there is no guarantee regarding performance of the Partnership and potential losses.**

Do you understand the concept of **risk and return**? No Yes

*One way to gauge risk is to look at how much an investment's returns change over time. This is called volatility. In general, investments with higher volatility will have returns that change more over time. They typically have a greater chance of decreasing in value and may have a greater chance of higher returns. Investments with lower volatility tend to have returns that change less over time. They typically have lower returns and may have a lower chance of decreasing in value.

The purpose of this investment is:

- Short term investment only
- Investment for retirement
- Children's education fund
- Other (please specify): _____
- Investment for a group plan
- Investment of retained earnings

Intended Length of Investment number of years: _____, or undetermined at this time

Liquidity Needs

Do you have any large planned expenditures that may require liquidation of a portion of the portfolio? No Yes
If "yes", please indicate approximately CAD\$ _____ in _____ months.

Please confirm whether you will need liquidity on an ongoing basis (e.g., to fund ongoing expenses): No Yes
If "yes", please indicate how often you need liquidity (e.g. weekly, monthly, quarterly, etc.) and the estimated amount of each withdrawal: _____

Is investment in the Partnership being financed through the use of leverage or borrowing? No Yes

Additional Personal Circumstances (for individuals)

Principal Business or Occupation (if unemployed/retired, also indicate former occupation): _____

Employer's Name and Address: _____

Marital status: _____ Number of dependents: _____

Name of spouse or partner: _____ Spouse's/partner's principal business/occupation: _____

Is the Subscriber an **insider (as defined in Schedule "D") of a reporting issuer** or other issuer whose securities are publicly traded? Yes No

If "yes", provide name(s) of issuer(s): _____

Date: _____ **Subscriber Initials:** _____

Notes: _____ **(Manager Only)**

Reviewed by: _____
Initials: _____

SCHEDULE “C”
TRUSTED CONTACT PERSON INFORMATION

[To be completed by the Subscriber if an individual.]

TO: Rocklinc Investment Partners Inc. (the “**Manager**”)

Canadian securities laws require the Manager to ask you for the name and contact information for a person that you trust and who is familiar with your personal circumstances (a “**Trusted Contact Person**” or “**TCP**”), so that the Manager may contact your TCP to assist it in protecting your financial interests and assets in certain circumstances.

You must immediately let the Manager know of any change in your TCP’s contact information and you can change your TCP at any time by contacting the Manager and completing the TCP change process. You are not required to provide the Manager with the name and contact information of a TCP but if you do, you confirm to the Manager that you have your TCP’s permission to give the Manager this information and your TCP has agreed to act in this capacity.

The Manager may contact your TCP if it notices signs of financial exploitation or if you exhibit signs of diminished mental capacity which the Manager believes may affect your ability to make financial decisions relating to your account(s). The Manager may also contact your TCP to confirm your contact information if it is unsuccessful in contacting you after repeated attempts, particularly if the Manager’s failure to contact you is unusual. The Manager may also ask the TCP to confirm the name and contact information of a legal representative such as an attorney under a power of attorney. Unlike a legal representative, a Trusted Contact Person has no authority to make decisions about your account. The Manager will not accept instructions on your account from the Trusted Contact Person unless he or she is also your legal representative. You consent to the Manager contacting your TCP in the foregoing circumstances.

The Manager may stop or refuse transactions on your account or even place a hold on your account, including in the circumstances noted below, until the Manager have taken the steps necessary to ensure that it has complied with its legal and regulatory obligations in respect of your account. The Manager may share its concerns with its affiliates, including any actions it may take.

If the Manager reasonably believes that you are vulnerable and are the subject or target of financial exploitation or that you are experiencing diminished mental capacity which may affect your ability to make financial decisions, the Manager may place a temporary hold on your account or a particular transaction. The Manager will provide you with a verbal or written notice of the temporary hold and the reasons for placing the hold. The Manager will regularly review the facts around placing the temporary hold to assess whether the temporary hold should continue. The Manager may contact your TCP to discuss its reasons for placing or lifting the temporary hold and seek the TCP’s assistance to resolve the matter.

This section, and your consent, will remain valid unless revoked by you in writing.

Name of Subscriber to which this Trusted Contact relationship applies: _____		
Name of Trusted Contact (Full legal name): _____		
Relationship of Trusted Contact to Subscriber: _____		
<u>Contact information of Trusted Contact:</u>		

Primary Residential Address		

Home Phone	Business Phone	Cell Phone
_____	_____	_____
Email address		

**Signature of
Subscriber:**

X

Date:

SCHEDULE “D”
PERMITTED CLIENT SUITABILITY WAIVER

[To be completed, initialled and signed by the Subscriber if the Subscriber is a Permitted Client that does not wish to provide the know-your-client information set out in Schedule “B”.]

TO: Rocklinc Investment Partners Inc. (the “**Manager**”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of units (the “**Units**”) of Rocklinc Kokomo Fund LP (the “**Partnership**”), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Manager that the Subscriber is a permitted client within the meaning of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“**NI 31-103**”), and hereby (i) requests that the Manager not make suitability determinations for the Subscriber’s account and its investment in the Partnership and (ii) unless the Subscriber is an individual, acknowledges that the Manager is not obligated to provide all of the disclosure and reporting required by Part 14 of NI 31-103 or to provide an independent dispute resolution service. Specifically, the Subscriber is:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- ____ (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 or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;
- ____ (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;
- ____ (e) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;
- ____ (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- ____ (g) 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;
- ____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- ____ (i) 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;
- ____ (j) 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 managed account managed by the trust company or trust corporation, as the case may be;
- ____ (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company 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;
- ____ (l) an investment fund if one or both of the following apply:
 - (i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;

(ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;

- _____ (m) in respect of a dealer, a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- _____ (n) in respect of an adviser, a registered charity under the *Income Tax Act* (Canada) that is advised by an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- _____ (o) **an individual who beneficially owns financial assets (as defined in Schedule “A”) having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds CAD\$5 million;**
- _____ (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is 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;
- _____ (q) **a person or company, other than an individual or an investment fund, that has net assets (as defined in Schedule “A”) of at least CAD\$25 million as shown on its most recently prepared financial statements;**
- _____ (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) to (q);

This next question must be answered by Permitted Clients other than registered firms, Canadian financial institutions (as defined in Schedule “A”) and Schedule III banks:

Is the Subscriber an insider* of a reporting issuer or other issuer whose securities are publicly traded? Yes No

If Yes, provide name(s) of issuer(s): _____

* An “insider” includes:

- (1) a director or officer of an issuer;
- (2) a director or officer of a person who or company that is itself an insider or subsidiary of an issuer; and
- (3) a person or company that has:
 - (A) beneficial ownership of, or control or direction over, directly or indirectly; or
 - (B) a combination of beneficial ownership of and control or direction over, directly or indirectly; securities of an issuer carrying more than 10% of the voting rights attached to all the issuer’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution.

Signature: **X** _____

Name of Subscriber: _____

SCHEDULE “E”
ENTITY CERTIFICATE

[To be completed and signed by the Subscriber if the Subscriber is not an individual.]

TO: Rockline Investment Partners Inc. (the “**Manager**”)
AND TO: SGGG Fund Services (Cayman) Inc. (the “**Administrator**”)
RE: Subscription for Units of Rockline Kokomo Fund LP (the “**Partnership**”)

I, _____ [Name of Signatory],
of _____ [Name of Entity] (the “**Entity**”),
do hereby certify for and on behalf of the Entity, but without personal liability, to the best of my knowledge, as follows:

[NOTE 1: If the Subscriber has previously provided the following information in connection with a prior purchase of Units of the Partnership or of interests in another investment fund managed by the Manager, and there has been no change to the information previously provided, simply check the box at the bottom of this Schedule “E” and sign without completing the following items, except item 5.]

[NOTE 2: All documents should be provided in the English language, and for documents not presented in English, certified copies of both the foreign document and a translated version of the same document are required. Regarding certification, (a) a certifier must be a qualified lawyer, qualified accountant, director or manager of a regulated credit or financial institution, a notary public, a member of the judiciary or a senior civil servant (a corporate secretary can certify only if he/she is so qualified); (b) the certifier should sign the copy document and print their name, address and telephone number and date clearly beneath and indicate their capacity to certify; and (c) the certification should state that the document is a true copy of the original document and that the photographic identification of the applicant is a true likeness. Certified documents can be couriered to the Manager and Administrator with original certifications or sent electronically to the Manager and Administrator. Uncertified documents are unacceptable.]

1. I am the _____ [Title] of the Entity, and as such have knowledge of the matters certified to herein and have the power to bind the Entity;
2. the primary business of the Entity is: _____
3. the Entity is not insolvent and no acts or proceedings have been taken by or against the Entity or are pending in connection with the Entity, and the Entity is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Entity, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its constating certificate or declaration or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination;
4. the Entity has not failed to file such returns, pay such taxes, or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate, declaration or existence;
5. attached to this certificate are:
 - (a) in the case of a corporation:
 - (i) a certified copy of a recent (i.e. less than three months) certificate of corporate status or good standing from the jurisdiction of incorporation for a corporation incorporated more than two years ago **or** a certified copy of the certificate of incorporation and any change of name certificate, if applicable, for a corporation incorporated less than two years ago;
 - (ii) a certified copy of the articles of incorporation and by-laws (or equivalent);
 - (iii) a certified copy of the registers of directors and officers;

- (iv) for all owners who are individuals, corporations, limited liability corporations, partnerships or trusts with ownership of 10% or more of the corporation, the documents as required under this item 5 depending on the type of entity (or if an individual, the documents set out in Schedule “F”);
 - (v) for all directors, officers and authorized signatories, the documents set out in Schedule “F”;
 - (vi) to the extent not covered by (i) above, a true copy of a certificate of corporate status or other record that confirms the corporation’s existence, for example, a record that has to be filed annually under provincial securities legislation, the corporation’s published annual report signed by an independent audit firm, a letter or a notice of assessment for a corporation from a municipal, provincial, territorial or federal government received within the past 12 months;
- (b) in case of a partnership:
- (i) a certified copy of a recent (i.e. less than three months) certificate of good standing from the jurisdiction of formation for a partnership formed more than two years ago **or** a certified copy of the certificate of limited partnership and any change of name certificate, if applicable, for a partnership formed less than two years ago;
 - (ii) a certified copy of evidence of trading address;
 - (iii) a certified copy of the partnership agreement;
 - (iv) a certified copy of register of partnership interests; and
 - (v) for a general partner, and each limited partner holding 10% or more of the units or interests of the partnership, the documents as required under this item 5 depending on the type of entity (or if an individual, the documents set out in Schedule “F”);
- (c) in case of a trust:
- (i) a certified copy of a recent (i.e. less than three months) certificate of good standing from the jurisdiction of formation for a trust formed more than two years ago **or** a certified copy of the certificate of trust formation and any change of name certificate, if applicable, for a trust formed less than two years ago;
 - (ii) a certified copy of the trustee’s authorized signatory list for the trust;
 - (iii) a certified copy of the trust deed (or equivalent);
 - (iv) for the settler(s), protectors, beneficiaries of the trust (if their interest is vested) and trustees of the trust who are individuals, corporations, limited liability corporations, partnerships or trusts, the documents as required under this item 5 depending on the type of entity (or if an individual, the documents set out in Schedule “F”);
- (d) in case of a not for profit organization (including charities):
- (i) for a corporation, a limited liability company, a partnership or a trust, the documents as required under this item 5 depending on the type of entity;
 - (ii) an explanation of the nature of the entity’s purposes and operations;
 - (iii) for all directors, officers and authorized signatories, and any controlling party who gives instructions on behalf of the entity, the documents as required under this item 5 depending on the type of entity (or if an individual, the documents set out in Schedule “F”);
 - (iv) evidence of the charity’s status; and
 - (v) evidence of vetting against publicly available sources including the Office of Foreign Assets Control list.

6. the name and address of each individual who

- in the case of an Entity that is a corporation, owns or controls directly or indirectly (i) 25% or more of the voting shares of the corporation or (ii) 25% or more of the total equity of the corporation,
- in the case of any other Entity, owns or controls directly or indirectly 25% or more of the interests in the Entity or otherwise exercises control over the affairs of the Entity

is listed below: *[Insert Names and Addresses – attach separate sheet if necessary, together with documentary evidence of ownership]*

_____	_____
Name	Address
_____	_____
Name	Address
_____	_____
Name	Address

7. the names, titles and signatures of individuals who have the power to provide instructions to the Manager and Administrator on behalf of the Subscriber are as follows:

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

8. the business purpose of the Subscriber is: _____

9. the source of wealth/funds of the Subscriber is:

- Sale of other investment
 Savings
 Other (please specify): _____
 Borrowed

I confirm that the funds are derivated from legitimate sources and will provide documentary evidence if required. I confirm that the foregoing details are true.

NOTE: The documentation set out in Schedule “F” must be provided for:

- the individual signing at the bottom of this Schedule “E”
- each individual authorized to provide instructions, however if there are more than three such persons, a Schedule “F need only be completed by three of them
- in respect of subscribers that are corporations, each individual director and each individual shareholders with ownership of 10% or more of the corporation

- in respect of subscribers that are partnerships, each individual general partner
- in respect of subscribers that are trusts, each individual trustee and settler

Check the following box if the above information has already been provided in connection with a prior purchase of Units of the Partnership or of interests in another investment fund managed by the Manager and there has been no change to the information previously provided:

Date of previous subscription: _____

Name of other fund, if applicable: _____

IN WITNESS WHEREOF I have hereunto signed my name at _____ *[Insert City]* this
_____ day of _____, _____ *[Insert Date]*.

X

Name:

Title:

I have authority to bind the Entity

SCHEDULE “F”
INDIVIDUAL IDENTIFICATION CERTIFICATE

[To be completed and signed by the Subscriber if the Subscriber is purchasing Units for the first time.]

TO: Rocklinc Investment Partners Inc. (the “**Manager**”)

AND TO: SGGG Fund Services (Cayman) Inc. (the “**Administrator**”)

RE: Subscription for Units of Rocklinc Kokomo Fund LP (the “**Partnership**”)

In order to assist the Manager and the Administrator in discharging client identification obligations under anti-money laundering and anti-terrorism legislations, the Subscriber has attached the documents set out below under “Individual Documentation Requirements” in respect of the Subscriber if an individual, or in respect of the following individuals if the Subscriber is not an individual:

- Each individual authorized to provide instructions (if there are more than three authorized signatories, this documentation only needs to be provided for three authorized signatories)
- If the Subscriber is a corporation, each individual director and each individual shareholder with ownership of 10% or more of the corporation
- If the Subscriber is a partnerships each individual general partner
- If the Subscriber is a trust, each individual trustee and settler

Individuals Documentation Requirements:

1. A certified* copy of a **valid and current** passport
2. A certified* copy of a **valid and recent (i.e. less than 3 months)** utility bill clearly stating the service address and mailing address with the individual’s name (note: telephone, cellular, credit card bills and similar documents are not acceptable as these may be mailed to any address)

**The documents must be certified in accordance with the certification instructions in Note 2 of Schedule “E”.*

For Individual Subscribers only:

3. Source of wealth/funds

Sale of other investment

Personal savings

Other (please specify):

Borrowed

I confirm that the funds are derivated from legitimate sources and will provide documentary evidence if required. I confirm that the foregoing details are true.

Signature: **X** _____

Date: _____

SCHEDULE “G”
POLITICALLY EXPOSED PERSON / HEAD OF INTERNATIONAL ORGANIZATION
DETERMINATION

[To be completed and signed by the Subscriber if an individual.]

TO: Rocklinc Investment Partners Inc. (the “**Manager**”)

AND TO: SGGG Fund Services (Cayman) Inc. (the “**Administrator**”)

a) Foreign Politically Exposed Person Determination

Are you a foreign politically exposed person* (PEP), or are you a family member* or a close associate* (for personal or business reasons) of a foreign PEP? Yes No

If yes, please provide details: _____

b) Domestic Politically Exposed Person Determination

Are you a domestic politically exposed person* or are you a family member* or a close associate* (for personal or business reasons) of a domestic PEP? Yes No

If yes, please provide details: _____

c) Head of International Organization

Are you a head of an international organization* (HIO), or are you a family member* or a close associate* (for personal or business reasons) of a HIO? Yes No

If yes, please provide details: _____

*** DEFINITIONS**

“**close associate**” can be an individual who is closely connected to a politically exposed person (“**PEP**”) or head of an international organization (“**HIO**”) for personal or business reasons. Some examples of relationships that could indicate a close association for personal or business reasons could include, but are not limited to, a person who is: a) business partners of, or who beneficially owns or controls a business with, a PEP or HIO, b) in a romantic relationship with a PEP or HIO, c) involved in financial transactions with a PEP or a HIO, d) a prominent member of the same political party or union as a PEP or HIO, e) serving as a member of the same board as a PEP or HIO; f) closely carrying out charitable works with a PEP or HIO; or g) listed as joint on a policy where one of the holders may be a PEP or HIO.

“**domestic politically exposed person**” or “domestic PEP” means an individual that holds, or has held within the last five years, one of the following offices or positions in or on behalf of the Canadian federal government, a Canadian provincial government or a Canadian municipal government:

- A Governor General, lieutenant governor or head of government;
- A member of the Senate or House of Commons or member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador's attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province;
- A head of a government agency;
- A judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada;
- A leader or president of a political party represented in a legislature; or
- A mayor (the classification of mayor captures the head of a city, town, village, or rural or metropolitan municipality, regardless of the size or population).

An individual ceases to be a domestic PEP five years after they have left office or five 5 years after they are deceased.

“family member” means a mother, father, biological or adoptive child, brother, sister, half-brother, half-sister, spouse or common-law partner, ex-spouse or ex-common-law partner, or spouse's or common-law partner's mother or father.

“foreign politically exposed person” or **“foreign PEP”** means an individual that holds, or has held, one of the following offices or positions in or on behalf of a foreign country:

- A head of state or government;
- A member of the executive council of government or a member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador's attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a state-owned company or bank;
- A head of a government agency;
- A judge of a supreme court, constitutional court or other court of last resort; or
- A leader or president of a political party represented in a legislature.

Once an individual is determined to be a foreign PEP, they remain a foreign PEP forever (including deceased PEPs).

“head of an international organization” is an individual who currently holds or has held within the last five years the specific office or position of head of an international organization and the international organization that they head or were head of is either (a) an international organization established by the governments of states or (b) an institution established by an international organization. This would be the primary person who leads that organization, for example a president or CEO. An individual ceases to be a head of an international organization five years after they are no longer the head of the international organization or institution or five years after they are deceased.

“international organization” is an organization set up by the governments of more than one member country, has activities in several countries, and is bound by a formal agreement among member countries. An international organization has its own legal status, and it is an entity that is distinct from the member countries. Looking at how an organization was established will help determine if it is an international organization. For example, if the organization was established by a formally signed agreement between the governments of more than one country, then it is likely an international organization, and the head of that organization is a HIO.

SCHEDULE “H”
STANDING INSTRUCTIONS REGARDING ANNUAL FINANCIAL STATEMENTS

[To be completed and signed by all Subscribers.]

TO: Rocklinc Kokomo Fund LP (the “**Partnership**”)

AND TO: Rocklinc Investment Partners Inc. (the “**Manager**”)

I acknowledge that I am entitled to, but may choose not to, receive annual financial statements regarding the Partnership.

Currently, I have chosen **not** to receive a copy of the annual financial statements in respect of the Partnership. The Manager will continue to follow these standing instructions until I inform the Manager of a change in such standing instructions.

Should I choose to change this standing instruction, I will tick the box below and execute this **Schedule “H”** where indicated. If I do not tick the box below, the Manager will deem me to have instructed the Manager not to deliver annual financial statements.

I would like to receive the annual financial statements.

I also acknowledge that if I have chosen to receive financial statements, the Manager proposes to send them to me electronically, and so I have completed Schedule “I” Consent to Electronic Delivery of Documents.

X

Signature of Subscriber

X

Signature of Co-Subscriber (if applicable)

SCHEDULE "I"
CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

[To be completed and signed by all Subscribers.]

TO: Rocklinc Investment Partners Inc. (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 may be delivered electronically pursuant to this consent:
 - a. Trade confirmations in respect of purchase of units of Rocklinc Kokomo Fund LP (the "Partnership");
 - b. Audited annual financial statements for the Partnership (if requested); and
 - c. Such other statements, reports or investment commentary as may be required by law or as the Manager may choose to provide.
2. All documents delivered electronically will be delivered by e-mail to the address listed on page 11.
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:
Rocklinc Investment Partners Inc.
4200 South Service Road, Suite 102
Burlington, Ontario L7L 4X5
Attention: Director
tel: 905.631.LINC (5462)
email: jwellum@rocklinc.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.

In addition to the above, I understand that as a result of my investment in the Partnership, I will receive email correspondence from the Manager (or from the Partnership'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 Partnership. I also understand that I may withdraw my consent to receiving such communications unrelated to my investment in the Partnership by contacting the Manager at the address above.

	Yes	No
I wish to receive email copies of the documents referred to in paragraph 1 above:	<input type="checkbox"/>	<input type="checkbox"/>
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:	<input type="checkbox"/>	<input type="checkbox"/>

X _____
Signature of Subscriber

X _____
Signature of Co-Subscriber (if applicable)

SCHEDULE "J"
FATCA/CRS SELF-CERTIFICATION FORMS

Individual Self-Certification

Instructions for completion

We are obliged under the Tax Information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

Section 1: Account Holder Identification

/ /

Account Holder Name	Date of Birth (dd/mm/yyyy)	Place and Country of Birth
---------------------	----------------------------	----------------------------

Permanent Residence Address:

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

Mailing address (if different from above):

Number & Street	City/Town
-----------------	-----------

State/Province/County	Post Code	Country
-----------------------	-----------	---------

Section 2: Declaration of U.S. Citizenship or U.S. Residence for Tax purposes

Please tick either (a) or (b) or (c) and complete as appropriate.

(a) I confirm that **I am** a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

(b) I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.

(c) I confirm that **I am not** a U.S. citizen or resident in the U.S. for tax purposes.

Complete section 3 if you have non-U.S. tax residences.

Section 3: Declaration of Tax Residency (other than U.S.)

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

Country/countries of tax residency	Tax reference number type	Tax reference number

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

Section 4: Declaration and Undertakings

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

I acknowledge that it is an offence to make a self-certification that is false in a material particular.

Signature: _____

Entity Self-Certification***Instructions for completion***

We are obliged under the Tax Information Authority Act, the Regulations, and Guidance Notes made pursuant to that Act, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this Form, please refer to accompanying guidelines for completion or contact your tax advisor.

PART I: General**Section 1: Account Holder Identification**

Legal Name of Entity/Branch	Country of incorporation/organisation
-----------------------------	---------------------------------------

Current Residence or Registered Address:

Number & Street	City/Town	
State/Province/County	Post Code	Country

Mailing address (if different from above):

Number & Street	City/Town	
State/Province/County	Post Code	Country

PART II: US IGA

Section 2: U.S. Persons

Please tick and complete as appropriate.

- (d) The entity is a **Specified U.S. Person** and the entity’s U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

- (e) The entity is a U.S. Person that is not a Specified U.S. Person.

Indicate exemption¹

If the entity is not a U.S. person, please complete Section 3.

Section 3: US FATCA Classification for all Non United States Entities

Please complete this section if the entity is **not** a U.S. Person

- 3.1** If the entity is a **Registered Foreign Financial Institution**, please tick one of the below categories, and provide the entity’s FATCA GIIN at 3.1.1.

- (a) Reporting Model 1 FFI
- (b) Registered Deemed Compliant Foreign Financial Institution (other than a reporting Model 1 FFI, sponsored FFI, or non-reporting IGA FFI)
- (c) Reporting Model 2 FFI
- (d) Participating Foreign Financial Institution

3.1.1 Please provide your *Global Intermediary Identification number (GIIN)*:

_____ (if registration in progress indicate so)

- 3.2** If the entity is a **Financial Institution but unable to provide a GIIN or has a Sponsored Entity GIIN**, please complete one of the below categories:

- (a) The Entity is a Sponsored Financial Institution (sponsored by another entity that has registered as a Sponsoring Entity) and (select one):
 - a. has no US reportable accounts, is a Sponsored FI in a Model 1 IGA jurisdiction and therefore not required to obtain a Sponsored Entity GIIN. Please provide the Sponsoring Entity’s name and GIIN.

Sponsoring Entity’s Name:

Sponsoring Entity’s GIIN:

- b. its Sponsor has obtained a Sponsored Entity GIIN on its behalf.

¹ Under the US IGA and in the U.S. Internal Revenue Code, Specified US Person does not include: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); The United States or any of its agencies or instrumentalities; A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities; A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state; A real estate investment trust; A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940; A common trust fund as defined in section 584(a); A bank as defined in section 581; A broker; A trust exempt from tax under section 664 or described in section 4947; or A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Please provide the Sponsoring Entity's name and GIIN, and Sponsored Entity's GIIN.

Sponsoring Entity's Name:

Sponsoring Entity's GIIN:

Sponsored Entity's GIIN:

- (b) The Entity is a Trustee Documented Trust. Please provide the Trustee's name and GIIN.

Trustee's Name:

Trustee's GIIN:

- (c) The Entity is a Certified Deemed Compliant, or otherwise Non-Reporting, Foreign Financial Institution (including a Foreign Financial Institution deemed compliant under Annex II of an IGA, except for a Trustee Documented Trust or Sponsored Financial Institution).

Indicate exemption:

- (d) The Entity is a Non-Participating Foreign Financial Institution

3.3 If the entity is **not a Foreign Financial Institution**, please confirm the Entity's FATCA status below:

- (a) The Entity is an **Exempt Beneficial Owner**.²

Indicate status:

- (b) The Entity is an **Active Non-Financial Foreign Entity**.³ Indicate qualifying criteria (see Exhibit A):

- (c) The Entity is a **Direct Reporting NFFE**.⁴ Please provide the Entity's GIIN.

Direct Reporting NFFE's

GIIN:

- (d) The Entity is a **Sponsored Direct Reporting NFFE**.⁵ Please provide the Sponsoring Entity's name and GIIN.

Sponsoring Entity's Name:

Sponsoring Entity's GIIN:

Sponsored Entity's GIIN:

- (e) The Entity is a **Passive Non-Financial Foreign Entity**.⁶

² "Exempt Beneficial Owner" means any of the entities listed as such in Annex II.I of the US IGA or Section 1.1471-6 or 1.1471-6T of the U.S. Treasury Regulations. See additional notes in Exhibit A

³ See definition of *Active Non-Financial Foreign Entity* in Exhibit A

⁴ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(3)

⁵ See US Treasury FATCA Regulations, 26 CFR 1.1472-1(c)(5)

⁶ See definition of *Passive Non-Financial Foreign Entity* in Exhibit A

If you have ticked 3.3(e) *Passive Non-Financial Foreign Entity*, please complete either i. OR ii. below

- a. Indicate the full name, address, and tax reference type and number of any *Substantial U.S. Owners*.

If the Entity has chosen to use the definition of ‘Substantial U.S. Owner’ from the U.S. Treasury Regulations in lieu of the definition of ‘Controlling Person’ as permitted under Article 4(7) of the Agreement between the Government of the Cayman Islands and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, please complete the table below providing details of any Substantial U.S. Owners.⁷

Note: The decision to utilize the definition of ‘Substantial U.S. Owner’ in lieu of Controlling Person is only permitted with respect to PART II: US IGA.

Full Name	Full residence address	Tax reference type and number

OR

- b. Alternatively, if you wish to use the Controlling Person definition as per the CRS definition in Exhibit B then please complete the following:

Please indicate the name of any *Controlling Person(s)*⁸:

Full Name of any Controlling Person(s)

Please complete Part IV below providing further details of any ultimate Controlling Persons who are natural persons

⁷ See definition of *Substantial U.S. Owner(s)* in Exhibit A.

⁸ See definition of *Controlling Person(s)* in Exhibit A.

PART III: Common Reporting Standard

Section 4: Declaration of All Tax Residency [repeat any residences indicated in Part II, Section 2 (US)]

Please indicate the Entity’s place of tax residence (if resident in more than one jurisdiction please detail all jurisdictions and associated tax reference number type and number).

For the purposes of the Common Reporting Standard (CRS), all matters in connection with residence are determined in accordance with the CRS and its Commentaries.

If an entity has no residence for tax purposes please indicate the jurisdiction in which its place of effective management is situated. Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent, and indicate the reason below.

Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)

If applicable, please specify the reason for non-availability of a tax reference number:

Section 5: CRS Classification

Provide your CRS classification by checking the corresponding box(es). Note that CRS classification does not necessarily coincide with your classification for US FATCA purposes.

5.1 If the entity is a *Financial Institution*⁹, please tick this box and specify the type of Financial Institution in (a), (b), or (c) below¹⁰:

(a) Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction¹¹ under CRS, proceed to 5.1 (c)).

OR

(b) Non-Reporting Financial Institution under CRS. (Please note this classification only applies to a Financial Institution in a CRS Participating Jurisdiction. If the entity is a Financial Institution in a Non-Participating Jurisdiction under CRS, proceed to 5.1 (c)). Specify the type of Non-Reporting Financial Institution below:

Governmental Entity

International Organization

Central Bank

Broad Participation Retirement Fund

Narrow Participation Retirement Fund

Pension Fund of a Governmental Entity, International Organization, or Central Bank

Exempt Collective Investment Vehicle

Trust whose trustee reports all required information with respect to all CRS Reportable Accounts

Qualified Credit Card Issuer

Other Entity defined under the domestic law as low risk of being used to evade tax.

Specify the type provided in the domestic law: _____

OR

⁹ See definition of *Financial Institution* in Exhibit B.

¹⁰ Where the entity is resident in a Participating Jurisdiction, use the terms as defined under the CRS regime in that Jurisdiction. Where the entity is resident in a Non-Participating Jurisdiction, definitions under the Cayman Islands CRS regime must be used.

¹¹ See definition of *Non-Participating Jurisdiction* in Exhibit B.

(c) Financial Institution resident in a Non-Participating Jurisdiction under CRS. Specify the type of Financial Institution below:

i. Investment Entity managed by another Financial Institution¹² where a controlling ownership interest is held (directly or indirectly) by a company listed on a stock exchange and subject to disclosure requirements or is a majority owned subsidiary of such a company.

ii. Investment Entity managed by another Financial Institution (other than i. above)

Note: If you are either:

(a) a widely-held, regulated Collective Investment Vehicle (CIV) established as a trust; OR

(b) a pension fund established as a trust,

you may apply the Controlling Persons test of a legal person as per the Controlling Person definition in Exhibit B, and where simplified due diligence procedures are permitted to be applied by the Financial Institution under the applicable AML regime¹³ in relation to the Account Holder and its Controlling Persons, no further information is required.

If you have ticked the box for 5.1(c) ii, and neither of the exemptions under (a) and (b) above applies, please indicate the name of the *Controlling Person(s)* in the table below.

Full Name of any Controlling Person(s). Please see definition in Exhibit B. (This table must not be left blank unless exemption (a) or (b) above applies)

Please also complete Part IV below providing further details of any ultimate Controlling Person(s) who are natural person(s).

iii. Other Investment Entity (other than i. or ii. above); OR

iv. Other Financial Institution, including a Depository Institution, Custodial Institution, or Specified Insurance Company.

5.2 If the entity is an *Active Non-Financial Entity* ("NFE") please tick this box and specify the type of Active NFE below:

(a) Corporation that is regularly traded or a related entity of a regularly traded corporation.

Provide the name of the stock exchange where traded:

If you are a related entity of a regularly traded corporation, provide the name of the regularly traded corporation:

(b) Governmental Entity, International Organization, a Central Bank, or an Entity wholly owned by one or more of the foregoing; OR

(c) Other Active Non-Financial Entity.¹⁴ Indicate qualifying criteria (see Exhibit B):

¹² The managing Financial Institution must be a Financial Institution other than an Investment Entity type b) defined within the definition of a Financial Institution in Exhibit B.

¹³ Please contact the Financial Institution to confirm whether simplified due diligence procedures under the Cayman Islands AML regime may apply to you as an Account Holder (e.g. by being a regulated pension fund in an approved jurisdiction).

¹⁴ See definition of *Active Non-Financial Entity* in Exhibit B.

5.3 If the entity is a *Passive Non-Financial Entity* please tick this box.¹⁵

If you have ticked this box please indicate the name of the *Controlling Person(s)*. Please refer to the definition of *Controlling Person* in Exhibit B.

Full Name of any Controlling Person(s)	<i>(must not be left blank)</i>

Please complete Part IV below providing further details of any ultimate *Controlling Person(s)* who are natural person(s).

Entity Declaration and Undertakings

I/We declare (as an authorised signatory of the Entity) that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete. I/We undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I/we hereby consent to the recipient sharing this information with the relevant tax information authorities.

I/we acknowledge that it is an offence to make a self-certification that is false in a material particular.

Authorised Signature: _____

Authorised Signature: _____

Position/Title: _____

Position/Title: _____

Date (dd/mm/yyyy): / /

Date (dd/mm/yyyy): / /

¹⁵ Please see the definition of *Passive Non-Financial Entity* in Exhibit B.

PART IV: Controlling Persons

(please complete for each Controlling Person who is a natural person)

Section 6 – Identification of a Controlling Person

6.1 Name of Controlling Person:

Family Name or Surname(s):

First or Given Name:

Middle Name(s):

6.2 Current Residence Address:

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

6.3 Mailing Address: (please complete if different from 6.2)

Line 1 (e.g. House/Apt/Suite Name, Number, Street)

Line 2 (e.g. Town/City/Province/County/State)

Country:

Postal Code/ZIP Code:

6.4 Date of birth¹⁶ (dd/mm/yyyy)

6.5 Place of birth¹⁷

Town or City of Birth

Country of Birth

6.6 Please enter the legal name of the relevant entity Account Holder(s) of which you are a Controlling Person

Legal name of **Entity 1**

Legal name of **Entity 2**

Legal name of **Entity 3**

¹⁶ The Controlling Person's date of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

¹⁷ The Controlling Person's place of birth is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person

Section 7 – Jurisdiction of Residence for Tax Purposes and related Taxpayer Reference Number or functional equivalent (“TIN”)

Please complete the following table indicating:

- (i) where the Controlling Person is tax resident;
- (ii) the Controlling Person’s TIN for each jurisdiction indicated;¹⁸ and,
- (iii) if the Controlling Person is a tax resident in a jurisdiction that is a Reportable Jurisdiction(s) then please also complete Section 8 “Type of Controlling Person”.

If the Controlling Person is tax resident in more than three jurisdictions please use a separate sheet

	Jurisdiction(s) of tax residency	Tax reference number type	Tax reference number (e.g. TIN)
1			
2			
3			

If applicable, please specify the reason for non-availability of a tax reference number:

¹⁸ The Controlling Person’s TIN is not required to be collected if the Controlling Person is not a Reportable Jurisdiction Person.

Section 8 – Type of Controlling Person

(Please only complete this section if you are tax resident in one or more Reportable Jurisdictions)

Please provide the Controlling Person's Status by ticking the appropriate box.	Entity 1	Entity 2	Entity 3
a. Controlling Person of a legal person – <i>control by ownership</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Controlling Person of a legal person – <i>control by other means</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Controlling Person of a legal person – <i>senior managing official</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Controlling Person of a trust – <i>settlor</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Controlling Person of a trust – <i>trustee</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Controlling Person of a trust – <i>protector</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Controlling Person of a trust – <i>beneficiary</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Controlling Person of a trust – <i>other</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Controlling Person of a legal arrangement (non-trust) – <i>settlor-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Controlling Person of a legal arrangement (non-trust) – <i>trustee-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Controlling Person of a legal arrangement (non-trust) – <i>protector-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Controlling Person of a legal arrangement (non-trust) – <i>beneficiary-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Controlling Person of a legal arrangement (non-trust) – <i>other-equivalent</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Controlling Person Declaration and Undertakings

- I acknowledge that the information contained in this form and information regarding the Controlling Person(s) and any Reportable Account(s) may be reported to the tax authorities of the jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another jurisdiction(s) in which [I/the Controlling Person] may be tax resident pursuant to international agreements to exchange financial account information.
- I certify that either (a) I am the Controlling Person, or am authorised to sign for the Controlling Person, of all the account(s) held by the entity Account Holder to which this form relates; or (b) I am authorised by the Account Holder to make this declaration.
- **I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.**
- I acknowledge that it is an offence to make a self-certification that is false in a material particular.
- I undertake to advise the recipient within 30 days of any change in circumstances which affects the tax residency status of the individual identified in Part IV of this form or causes the information contained herein to become incorrect, and to provide the recipient with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

Signature: _____

Print name: _____

Date (dd/mm/yyyy): / /

Note: If you are not the Controlling Person, and not authorised to sign the Declaration on behalf of the Account Holder, please indicate the capacity in which you are signing the form on behalf of the Controlling Person. If signing under a power of attorney or other equivalent written authorisation, on behalf of the Controlling Person, please also attach a certified copy of the power of attorney or written authorisation.

Capacity: _____

SCHEDULE “J-1”
US IGA DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of this Agreement, and such other person is treated as holding the account. For purposes of the immediately preceding sentence, the term “Financial Institution” does not include a Financial Institution organized or incorporated in a U.S. Territory. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Foreign Entity means any NFFE which is a Non U.S. entity that meets any of the following criteria:

- (a) Less than 50 percent of the NFFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (b) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (c) The NFFE is organized in a U.S. Territory and all of the owners of the payee are bona fide residents of that U.S. Territory;
- (d) The NFFE is a non-U.S. government, a government of a U.S. Territory, an international organization, a non-U.S. central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- (e) substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (f) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (g) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- (h) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- (i) The NFFE is an “excepted NFFE” as described in relevant U.S. Treasury Regulations; or
- (j) The NFFE meets all of the following requirements:
 - i) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organization, business league, chamber of commerce, labour organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;
 - ii) It is exempt from income tax in its country of residence;
 - iii) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) The applicable laws of the Entity’s country of residence or the Entity’s formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the Entity’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
 - v) The applicable laws of the Entity’s country of residence or the Entity’s formation documents require that, upon the Entity’s liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the Entity’s jurisdiction of residence or any political subdivision thereof.

Code means the U.S Internal Revenue Code of 1986, as amended.

Controlling Person means the natural persons who exercise direct or indirect control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons¹⁹:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest²⁰ in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Entity means a legal person or a legal arrangement such as a trust.

Exempt Beneficial Owners under the US IGA include Government entities, International Organisations, Central Bank, Broad Participation Retirement Funds, Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, and Investment Entities wholly owned by Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer: (1) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; (2) individual and collective portfolio management; or (3) otherwise investing, administering, or managing funds or money on behalf of other persons. The term Investment entity shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and
- (d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

NFFE means any Non-U.S. Entity that is not a Financial Institution as defined in US FATCA.

Non-U.S. Entity means an Entity that is not a U.S. Person.

Passive Non-Financial Foreign Entity means any NFFE that is not an Active Non-Financial Foreign Entity.

¹⁹ Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

²⁰ A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations (as revised) which implement the FAFT Recommendations in the Cayman Islands.

Related Entity An entity is a *Related Entity* of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an entity. Notwithstanding the foregoing, either Party may treat an entity as not a related entity if the two entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

Specified U.S. Person means a U.S. Person other than:

- (a) a corporation the stock of which is regularly traded on established securities markets;
- (b) any corporation that is a member of the same expanded affiliated group;
- (c) the United States or any wholly owned agency or instrumentality thereof;
- (d) any State of the United States, any U.S. Territory, any political subdivision or wholly owned agency or instrumentality of any one or more of the foregoing;
- (e) any organization exempt from taxation under section 501 (a) of the Internal Revenue Code (the “Code”) or certain individual retirement plans defined in section 7701(a)(37) of the Code ;
- (f) any bank as defined in section 581 of the Code;
- (g) any real estate investment trust as defined in section 856 of the Code;
- (h) any regulated investment company defined in section 851 of the Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940;
- (i) any common trust fund as defined in section 584(a) of the Code;
- (j) any trust that is exempt from tax under section 664(c) of the Code or that is described in 4947(a)(1) of the Code;
- (k) a dealer in securities, commodities, or derivative financial instruments that is registered as such under the laws of the United States or any State;
- (l) a broker as defined in section 6045(c) of the Code; or
- (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the Code

Substantial U.S. Owner (as defined in Regulations section 1.1473-1(b)) means generally:

- (a) With respect to any foreign corporation, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the stock of such corporation (by vote or value);
- (b) With respect to any foreign partnership, any Specified U.S. Person that owns, directly or indirectly, more than 10 percent of the profits interests or capital interests in such partnership; and
- (c) In the case of a trust–
 - i. Any Specified U.S. Person treated as an owner of any portion of the trust under sections 671 through 679 of the IRC; and
 - ii. Any Specified U.S. Person that holds, directly or indirectly, more than 10 percent of the beneficial interests of the trust.

U.S. Person means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. Refer to the U.S. Internal Revenue Code for further interpretation.

SCHEDULE “J-2”
CRS DEFINITIONS

Account Holder means the person listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account for purposes of the Common Reporting Standard, and such other person is treated as holding the account. In the case of a Cash Value Insurance Contract or an Annuity Contract, the Account Holder is any person entitled to access the Cash Value or change the beneficiary of the contract. If no person can access the Cash Value or change the beneficiary, the Account Holder is any person named as the owner in the contract and any person with a vested entitlement to payment under the terms of the contract. Upon the maturity of a Cash Value Insurance Contract or an Annuity Contract, each person entitled to receive a payment under the contract is treated as an Account Holder.

Active Non-Financial Entity means any NFE that meets any of the following criteria:

- a) less than 50% of the NFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- h) the NFE meets all of the following requirements:
 - i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - ii) it is exempt from income tax in its jurisdiction of residence;
 - iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - iv) the applicable laws of the NFE’s jurisdiction of residence or the NFE’s formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
 - v) the applicable laws of the NFE’s jurisdiction of residence or the NFE’s formation documents require that, upon the NFE’s liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE’s jurisdiction of residence or any political subdivision thereof.

Controlling Person means the natural persons who exercise direct or indirect control over an entity.

In the case of a trust, such term means the settlor(s), the trustees(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term 'Controlling Persons' shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations ("FATF").

FATF Recommendations on Controlling Persons:

Identify the beneficial owners of the customer and take reasonable measures to verify the identity of such persons, through the following information. For legal persons²¹:

- (a) The identity of the natural persons (if any – as ownership interests can be so diversified that there are no natural persons (whether acting alone or together) exercising control of the legal person or arrangement through ownership) who ultimately have a controlling ownership interest²² in a legal person; and
- (b) to the extent that there is doubt under (a) as to whether the person(s) with the controlling ownership interest are the beneficial owner(s) or where no natural person exerts control through ownership interests, the identity of the natural persons (if any) exercising control of the legal person or arrangement through other means.
- (c) Where no natural person is identified under (a) or (b) above, financial institutions should identify and take reasonable measures to verify the identity of the relevant natural person who holds the position of senior managing official.

Financial Institution means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company, where:

- (a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others. An entity holds financial assets for the account of others as a substantial portion of its business if the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the entity has been in existence;
- (b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business;
- (c) **Investment Entity** means any entity :
 - (A) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
 - i) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
 - ii) individual and collective portfolio management; or
 - iii) otherwise investing, administering, or managing Financial Assets or money on behalf of other persons; or
 - (B) the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in limb (A) of this definition.

An entity is treated as primarily conducting as a business one or more of the activities described in limb (A), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in Financial Assets for purposes of limb (B) if the entity's gross income attributable to the relevant activities equals or exceeds 50% of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Foreign Entity because it meets any of the criteria in subparagraphs d) through (g) of the definition of Active NFE.

The preceding paragraph shall be interpreted in a manner consistent with similar language set forth in the definition of "financial institution" in the Financial Action Task Force Recommendations; and

²¹ Measures (a) to (b) are not alternative options, but are cascading measures, with each to be used where the previous measure has been applied and has not identified a beneficial owner.

²² A controlling ownership interest depends on the ownership structure of the company. The threshold in respect of a legal person is direct or indirect ownership or control of 10% or more of the shares or voting rights in the legal person, being the threshold specified by the Anti-Money Laundering Regulations (as revised) which implement the FAFT Recommendations in the Cayman Islands.

(d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

Non-Financial Entity or **NFE** means any Entity that is not a Financial Institution.

Non-Participating Jurisdiction means a jurisdiction that is not a Participating Jurisdiction.

Non-Reporting Financial Institution means any Financial Institution that is:

- (a) a Governmental Entity, International Organisation or Central Bank, other than with respect to a payment that is derived from an obligation held in connection with a commercial financial activity of a type engaged in by a Specified Insurance Company, Custodial Institution, or Depository Institution;
- (b) a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; a Pension Fund of a Governmental Entity, International Organisation or Central Bank; or a Qualified Credit Card Issuer;
- (c) any other Entity that presents a low risk of being used to evade tax, has substantially similar characteristics to any of the Entities described in subparagraphs B(1)(a) and (b), and is defined in domestic law as a Non-Reporting Financial Institution, provided that the status of such Entity as a Non-Reporting Financial Institution does not frustrate the purposes of the Common Reporting Standard;
- (d) an Exempt Collective Investment Vehicle; or
- (e) a trust to the extent that the trustee of the trust is a Reporting Financial Institution and reports all information required to be reported pursuant to Section I with respect to all Reportable Accounts of the trust.

Participating Jurisdiction means a jurisdiction (i) with which an agreement is in place pursuant to which it will provide the information specified in Section I (of the CRS), and (ii) which is identified in a published list.

Participating Jurisdiction Financial Institution means (i) any Financial Institution that is resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside such Participating Jurisdiction, and (ii) any branch of a Financial Institution that is not resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

Passive Non-Financial Entity means any: (i) Non-Financial Entity that is not an Active Non-Financial Entity; or (ii) an Investment Entity described in limb B (or subparagraph A(6)(b) of the Standard) of the definition of Investment Entity that is not a Participating Jurisdiction Financial Institution.

Related Entity means an entity related to another entity because (i) either entity controls the other entity; (ii) the two entities are under common control; or (iii) the two entities are Investment Entities described limb B of the definition of Investment Entity, are under common management, and such management fulfils the due diligence obligations of such Investment Entities. For this purpose control includes direct or indirect ownership of more than 50 % of the vote and value in an Entity.

**SCHEDULE “K”
PRIVACY POLICY**

ROCKLINC INVESTMENT PARTNERS INC.

ROCKLINC KOKOMO FUND LP

ROCKLINC KOKOMO GP INC.

(together, “we” or “us”)

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 interests in the form of limited partnership units (the “Units”) of Rocklinc Kokomo Fund LP (the “Partnership”), we collect and maintain personal information about subscribers. The types of personal information collected by us on any individual may include their name, residential address or other contact details, signature, nationality, place and date of birth, tax status, tax ID, bank account details, source of funds and/or source of wealth details. We collect their personal information to enable us to provide them with services in connection with their investment in the Partnership, 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:

- (a) subscription agreements or other forms that they submit to us;
- (b) their transactions with us and our affiliates; and
- (c) 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 for the following purposes:

- (a) to give them the best possible service and allow us to establish their identity;
- (b) for the processing of subscriptions, transfers and distributions;
- (c) protect us from error and fraud;
- (d) comply with the applicable laws and regulations (eg. anti-money laundering rules requiring verification of identity; and tax transparency reporting under FATCA and CRS) and assess their eligibility in our products; and
- (e) for ongoing communication with them.

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 Partnership, including:

- (a) financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Partnership;
- (b) other service providers to the Partnership, such as accounting, legal, or tax preparation services; and
- (c) 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, including in the Cayman Islands and the United States. 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 Rocklinc Investment Partners Inc. employee is responsible for ensuring the confidentiality of all personal information they may access.

Investors' personal information is only retained and used by us to the extent reasonably necessary for the purposes stated above. Statutory retention periods may require that such personal information be retained for a specific period of time after a relationship comes to an end (eg. when an investor has fully withdrawn) or an incipient relationship is not commenced (eg. if a potential investor's subscription is not accepted), and generally it will be prudent for us to retain personal information relating to any relationship until the relevant limitation periods for claims have expired.

Investors' personal information is maintained on our networks or on the networks of our service providers and are accessible at 4200 South Service Road, Suite 102, Burlington, Ontario L7L 4X5. 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 Rocklinc Investment Partners Inc. at the following number: (905)631-5462. Please note that an investor's ability to participate in the Partnership may be impacted should they withdraw their consent to the collection, use and disclosure of their personal information as outlined above. Rocklinc Investment Partners Inc. 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 Partnership 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) 297-2082
Public official contact regarding indirect collection of information:
FOIP Coordinator

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

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: 604-899-6581
Email: FOI-privacy@bcsc.bc.ca
Public official contact regarding indirect collection of information:
FOI Inquiries

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

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

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

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 Services Regulation Division**

P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: 709-729-4189
Facsimile: 709-729-6187
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, tour de la Bourse
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:
Director

Additionally, as the Partnership and Rocklinc Kokomo GP Inc. (the “**General Partner**”) were formed in the Cayman Islands, they are subject to the Data Protection Act (as revised) and the Data Protection Regulations, 2018 of the Cayman Islands (collectively, “**DPA**”). The DPA imposes certain obligations on the Partnership and its General Partner as data controllers in respect of any personal data relating to individuals that is provided to them or to any third party on their behalf (such as the Partnership's service providers (including the administrator) and Rocklinc Investment Partners Inc.). Individuals who believe that their rights under the DPA have been infringed, have a right to complain to the Office of the Cayman Islands Ombudsman (<https://ombudsman.ky>).

SCHEDULE “L”
RELATIONSHIP DISCLOSURE INFORMATION

[For Subscribers who are either individuals or are not “permitted clients” that have signed Schedule “D”.]

1. PURPOSE

This document sets out important information concerning our relationship with you. It contains information about us, the services that we offer and your account(s) with us. Important information you need to know about your relationship with us is contained in the subscription agreement that you complete when you subscribe for units (“Units”) of Rockline Kokomo Fund LP and any other investment funds managed and/or advised by us (the “**Rockline Funds**”), the offering memorandum or other disclosure document that you receive if you purchase Units of a Rockline Fund, and the periodic account statements and updates about changes to information that will be provided to you from time to time.

2. AN OVERVIEW OF ROCKLINE INVESTMENT PARTNERS INC.

Rockline Investment Partners Inc. is registered in as an investment fund manager, an adviser in the category of portfolio manager and as a dealer in the category of exempt market dealer in Ontario and is seeking registration as an adviser in the category of portfolio manager and as a dealer in the category of exempt market dealer in the remaining provinces of Canada and as an investment fund manager in Quebec and Newfoundland & Labrador.

3. THE PRODUCTS AND SERVICES WE OFFER

As an exempt market dealer, we offer dealer services to clients who purchase Units of the Rockline Funds directly from us. As an exempt market dealer, we will only trade in securities distributed under a prospectus exemption (for example, to “accredited investors” within the meaning of applicable securities laws). **As an exempt market dealer, we exclusively offer proprietary products.**

The Rockline Funds held by you have restrictions on the ability to resell the units and redemptions may be limited or suspended. Depending on the Rockline Fund you held, redemption proceeds may be paid partly in cash and partly in kind if there is insufficient liquidity in such Rockline Fund.

We also act as an investment fund manager and/or portfolio manager for the Rockline Funds.

This disclosure statement is designed for investors in the Rockline Funds and describes the relationship between us, as dealer of record, and you as a purchaser of Units of the Rockline Funds.

4. CUSTODY OF CLIENT ASSETS

When we act as dealer of record for an investor in one of the Rockline Funds, we do not take possession at any time of the investor’s assets. Subscription monies are delivered directly to an account with a bank in the name of the applicable Rockline Fund, and redemption monies are paid directly by the Rockline Fund to the redeeming unitholder. Units of the Rockline Funds are uncertificated and ownership of the Units is recorded in the investors’ names in the funds’ registers that are maintained by the fund administrator and overseen by us as fund manager.

As an adviser with discretionary trading authority over the Rockline Funds for which we are also the investment fund manager, we determine where and how fund assets are held. Typically assets are held in a brokerage account in the name of the fund to which it relates, and we have trading authority over those accounts as well as the ability to move cash or assets to another account. The risks associated with such arrangements are described in the offering memoranda of the Rockline Funds under “Risk Factors” (and specifically described under the headings “Custody Risk” and/or “Custody and Broker or Dealer Insolvency”). Cash is held in an account with a bank to process subscriptions and redemptions.

5. RISKS TO CONSIDER WHEN MAKING AN INVESTMENT DECISION

Securities laws require us to provide all clients with a description of risks that you should consider when making an investment decision. Risks associated with an investment in the applicable Rocklinc Fund are set out in the Offering Memorandum.

6. RISK OF USING BORROWED MONEY TO FINANCE AN INVESTMENT

We do not lend money, extend credit or provide margin to our clients.

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase Units of a Rocklinc Fund, your responsibility to repay the loan and pay interest as required by the terms of the loan remains the same even if the value of the Units purchased declines. Furthermore, there may be negative tax consequences for an investor who borrows money to purchase Units of a limited partnership.

7. CONFLICTS OF INTEREST

From time to time, we will be faced with conflicts of interest in providing you with the products and services described above. We will take reasonable steps to identify material conflicts of interests between us and our clients, and address such material conflicts of interest in the best interests of our clients.

Disclosure regarding material conflicts of interest in connection with our role as exempt market dealer, as well as in our role as investment fund manager and portfolio manager to the Rocklinc Fund(s), and how we address them is set out in the Conflicts of Interest Disclosure Statement attached as **Schedule “M”**. Additional conflict of interest disclosure respecting potential conflicts of interest between us as Manager and each Rocklinc Fund is set out in the respective Offering Memorandum.

8. OPERATING CHARGES YOU MIGHT BE REQUIRED TO PAY

There are no direct costs associated with the opening or operation of your account, however the Rocklinc Fund(s) in which you are invested (or any underlying fund) may pay us fees, as manager, which you will indirectly bear depending on the fund and the class or series of Units in which you are invested. Such fees are described in the Offering Memorandum.

You will indirectly bear a proportion of the respective Rocklinc Fund’s operating expenses (generally based on the net asset value of the Units you hold in relation to the net asset value of the Rocklinc Fund, however certain fund expenses will be allocated only to certain classes or series of Units if we determine that those expenses should properly be allocated only to those classes or series).

9. TYPES OF TRANSACTION CHARGES YOU MIGHT BE REQUIRED TO PAY

There are no costs directly paid by you associated with purchasing, selling and redeeming Units of a Rocklinc Fund directly from us, other than possible redemption costs to the fund that may be deducted from your redemption proceeds. Any such redemption costs are set out in the respective Offering Memorandum.

10. BENEFITS RECEIVED BY US

The compensation paid to us in relation to the services we provide to you or to the Rocklinc Funds that you may purchase through your account(s) are as described in the respective Offering Memorandum. There are no other benefits received by us from third parties in connection with your purchase or ownership of Units through us as exempt market dealer.

11. IMPACT OF FEES, CHARGES AND OTHER EXPENSES ON YOUR RETURNS

The fees, charges and other expenses described above under the headings “Operating Charges You Might be Required to Pay”, “Types of Transaction Charges You Might be Required to Pay” and “Benefits Received by Us” will affect the returns on the investments in your account(s) by reducing the returns in proportion to the fees, charges and expenses. Fees embedded within the Rocklinc Funds reduce the market value of those securities

held in your account(s). When considering the fees, charges and other expenses applicable to your account(s) and the investments you hold, you should understand that a fee, charge or other expense charged to your account(s) or the investments you hold will compound over time as a deduction to the overall value of your account(s) and/or the investments. Every dollar used to cover fees, charges and other expenses is one less dollar left to invest to compound and grow over time.

12. REPORTING TO YOU

In our capacity as dealer, we will provide the following reporting to you:

- a written confirmation of each purchase of Units of a Rocklinc Fund indicating, among other things, the number and series of Units issued as well as the purchase price thereof and any charges applicable to the purchase;
- a written confirmation of any redemption of Units of a Rocklinc Fund, indicating, among other things, the number and series of Units redeemed as well as the redemption proceeds therefrom and any charges applicable to the redemption;
- a statement at the end of each quarter (or month, if you requests monthly reporting) showing, for each purchase, redemption or transfer that you made during the period (i) the name of the Rocklinc Fund, (ii) the date of the transaction, (iii) whether the transaction was a purchase, redemption or transfer, (iv) the number and series of Units purchased, redeemed or transferred, (v) the price per Unit paid or received by you and (vi) the total value of the transaction, as well as the number, series, original cost and Net Asset Value of Units held by you at the end of the period; and
- an annual statement on certain charges and other compensation charged to you during the year (if applicable), as well as a report on investment performance of your Units.

13. COMPLAINTS AND DISPUTE RESOLUTION

We have certain obligations if we receive a complaint from you relating to trading activities provided by us or a representative of our firm. Details regarding the complaints process and independent dispute resolution service available to you is contained in **Schedule “L-1”**.

14. KYC AND SUITABILITY

Since you are purchasing Units through us as dealer, it is our obligation to determine whether the Units are a suitable investment for you having regard to your investment needs and objectives, your personal and financial circumstances, your investment knowledge, your risk profile (which includes your risk tolerance and risk capacity) and your investment time horizon, to put your interest first. The information we are required to collect from you is set out in **Schedule “B”**.

15. TRUSTED CONTACT PERSON

If you are an individual, we will ask you for the name and contact information for a trusted contact person (“**Trusted Contact Person**”) and your consent to contact the Trusted Contact Person in certain prescribed circumstances. We will contact your Trusted Contact Person to confirm or make inquiries about possible financial exploitation, or if we have concerns about your mental capacity as it relates to your ability to make financial decisions. We may also contact your Trusted Contact Person to confirm your current contact information if we cannot reach you after multiple attempts, or to confirm the name and contact information of a legal guardian, executor of an estate or trustee of a trust under which you are a beneficiary, or any other of your personal or legal representatives.

16. TEMPORARY HOLDS

If you are an individual, if we reasonably believe that you are in a vulnerable position and are being financially exploited or that you are experiencing diminished mental capacity which may affect your ability to make financial decisions relating to your account(s) with us, we may place a temporary hold on a particular transaction.

We will provide you with notice, either written or verbal, explaining our reasons for the temporary hold. We may also contact your Trusted Contact Person about a temporary hold.

17. BENCHMARKS

You may find it helpful to compare the returns from your investments against one or more relevant benchmarks (i.e. the return that you may have received had you invested in a comparable investment, or a comparison of your investment to an average or median return of a basket of comparable investments). A benchmark for an investment fund might be an index of issuers with similar investment mandates. You should be aware of the similarities and differences between the benchmark and the investment, such as the concentration/diversification of securities, industries and or markets, the impact of fees and expenses on such returns, and risks inherent in such investments and investment strategies. Should we use a benchmark comparison when reporting the performance of a Rocklinc Fund, an explanation of the similarities and differences between the fund and the benchmark will be provided at that time.

18. YOUR RELATIONSHIP WITH US

It is important that you actively participate in our relationship. In particular, we encourage you to:

- Keep us fully and accurately informed regarding your personal circumstances, and promptly advise us of any change to information that could reasonably result in a change to the types of investments appropriate for you, such as a change to your income, investment objectives, risk tolerance, time horizon or net worth.
- Review the documentation and other information we provide to you regarding your account, transactions conducted on your behalf and the holdings in your portfolio.
- Ask questions of and request information from us to address any questions you have about your account, transactions conducted on your behalf or the holdings in your portfolio, or your relationship with us or anyone acting on our behalf.

SCHEDULE “L-1”
COMPLAINTS PROCESS AND INDEPENDENT DISPUTE RESOLUTION SERVICE

[For Subscribers who are either individuals or are not “permitted clients” that have signed Schedule “D”.]

ROCKLINC INVESTMENT PARTNERS INC.

WHAT TO DO IF YOU HAVE A COMPLAINT

Our complaint process

Filing a complaint with us

If you have a complaint about our services or a product, contact us at:

Rocklinc Investment Partners Inc.

4200 South Service Road, Suite 102

Burlington, Ontario L7L 4X5

Attention: Jonathan Wellum

tel: 905.631.LINC (5462)

email: jwellum@rocklinc.com

You may want to consider using a method other than email for sensitive information.

Tell us:

- what went wrong
- when it happened
- what you expect (e.g., money back, an apology, account correction)

We will acknowledge your complaint

We will acknowledge your complaint in writing, as soon as possible, typically within 5 business days of receiving your complaint.

We may ask you to provide clarification or more information to help us resolve your complaint.

We will provide our decision

We normally provide our decision in writing, within 90 days of receiving a complaint.

It will include:

- a summary of the complaint
- the results of our investigation
- our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision

If our decision is delayed

If we cannot provide you with our decision within 90 days, we will:

- inform you of the delay
- explain why our decision is delayed, and
- give you a new date for our decision

You may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI).

If you are not satisfied with our decision

You may be eligible for OBSI’s dispute resolution service.

If you are a Quebec resident

With respect to any client complaint from a resident in Quebec, we will comply with sections 168.1.1 to 168.1.3 of the *Securities Act* (Quebec). At any point in time, you may request that we forward a copy of your complaint

Help us resolve your complaint sooner

- Make your complaint as soon as possible.
- Reply promptly if we ask you for more information.
- Keep copies of all relevant documents, such as letters, emails and notes of conversations with us.

A word about legal advice

You always have the right to go to a lawyer or seek other ways of resolving your dispute at any time. A lawyer can advise you of your options. There are time limits for taking legal action. Delays could limit your options and legal rights later on.

file to the Autorité des marchés financiers, which will examine your complaint and may, if it considers it appropriate, act as a mediator if both you and we agree.

Taking your complaint to OBSI

You may be eligible for OBSI's free and independent dispute resolution service if:

- we do not provide our decision within 90 days after you made your complaint, or
- you are not satisfied with our decision

OBSI can recommend compensation of up to CAD\$350,000.

OBSI's service is available to clients of our firm. This does not restrict your ability to take a complaint to a dispute resolution service of your choosing at your own expense, or to bring an action in court. Keep in mind there are time limits for taking legal action.

Who can use OBSI

You have the right to use OBSI's service if:

- your complaint relates to a trading or advising activity of our firm or by one of our representatives
- you brought your complaint to us within 6 years from the time that you first knew, or ought to have known, about the event that caused the complaint, and
- you file your complaint with OBSI according to its time limits below

Time limits apply

- If we do not provide you with our decision within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.
- If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

Filing a complaint with OBSI

Contact OBSI

Email: ombudsman@obsi.ca

Telephone: 1-888-451-4519 or 416-287-2877 in Toronto

OBSI will investigate

OBSI works confidentially and in an informal manner. It is not like going to court, and you do not need a lawyer.

During its investigation, OBSI may interview you and representatives of our firm. We are required to cooperate in OBSI's investigations.

OBSI will provide its recommendations

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us.

OBSI can recommend compensation of up to CAD\$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than CAD\$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

For more information about OBSI, visit www.obsi.ca

**Information OBSI needs to help you
OBSI can help you best if you promptly
provide all relevant information, including:**

- your name and contact information
- our firm's name and contact information
- the names and contact information of any of our representatives who have been involved in your complaint
- details of your complaint

SCHEDULE “M”
CONFLICTS OF INTEREST DISCLOSURE STATEMENT

ROCKLINC INVESTMENT PARTNERS INC.

(the “Manager, “we” or “us”)

This conflicts of interest disclosure statement is designed for investors in Rocklinc Kokomo Fund LP and other investment funds that we may create and manage from time to time (the “Rocklinc Funds”) and describes the material conflicts of interest that arise or may arise between the Manager and such clients, and between the Manager’s registered representatives and such clients. Canadian securities laws require the Manager to take reasonable steps to identify and respond to existing and reasonably foreseeable material conflicts of interest in a client’s best interest and tell clients about them, including how the conflicts might impact clients and how the Manager addresses them in a client’s best interest.

This section only describes the material conflicts of interest that arise or may arise in the Manager’s capacity as exempt market dealer. The material conflicts of interest associated with the Manager’s activities as investment fund manager and portfolio manager are set out in the Offering Memorandum under the heading “Conflicts of Interest”.

What is a Conflict of Interest?

A conflict of interest may arise where (a) the interests of the Manager or those of its representatives and those of a client may be inconsistent or different, (b) the Manager or its representatives may be influenced to put the Manager or the representative’s interests ahead of those of a client, or (c) monetary or non-monetary benefits available to the Manager, or potential negative consequences for the Manager, may affect the trust a client has in the Manager.

How Does the Manager Address Conflicts of Interest?

The Manager and its representatives always seek to resolve all material conflicts of interest in its clients’ best interest. Where it is determined that the Manager cannot address a material conflict of interest in its clients’ best interest, the Manager and its representatives will avoid that conflict.

The Manager has adopted policies and procedures to assist it in identifying and controlling any conflicts of interest that the Manager and its representatives may face.

Material Conflicts of Interest

A description of the material conflicts of interest that the Manager has identified in relation its role as exempt market dealer, the potential impact and risk that each conflict of interest could pose, and how each conflict of interest has been or will be addressed, is set out below.

Proprietary products

As an exempt market dealer, we intend only to sell interests in proprietary products which are the Rocklinc Funds.

We will not receive any compensation from the Rocklinc Funds in connection with the distribution of interests of the Rocklinc Funds as exempt market dealer. We do earn fees from our ongoing management of the Rocklinc Funds, but there are no commissions payable to us on the sale of securities of investment funds we manage.

The potential conflict is that we are only providing our exempt market dealer clients access to investment funds managed and advised by us (proprietary products) where we are entitled to receive management fees and are not providing our exempt market dealer clients with access to a wider universe of investment funds managed by third-party fund managers. Further, because we only place proprietary products on our shelf, the suitability determination we conduct (if applicable) will not consider the larger market of non-proprietary products or

whether those non-proprietary products would be better, worse, or equal in meeting your investment needs and objectives.

To manage the conflicts inherent in making investment recommendations or taking investment actions for our exempt market dealer clients in proprietary product only, we will only cause our exempt market dealer clients to be invested in securities of the Rocklinc Funds if we consider such securities to be suitable for the client and we consider that investing in such securities are in the client's best interest.

Referral arrangements

The Manager may enter into referral arrangements from time to time whereby it pays or provides a fee or other benefit for the referral of a client to the Manager or to a Rocklinc Fund, or whereby it receives a fee or other benefit for the referral of a client to another entity. Referral arrangements may be entered into both with other registrants and with non registrants.

In all cases, the referral arrangement will be set out in a written agreement which will be entered into in advance of any referrals being made. Details of how the referral fee is calculated and paid and to whom it is paid and other required information regarding each referral arrangement will be provided to affected clients as required.

The Manager also has policies and procedures that are designed to ensure that fees and other benefits received or paid or provided, as applicable, in connection with referral arrangements are appropriate and do not provide inappropriate incentives, and that any referral by the Manager is in the client's best interest. The Manager undertakes periodic reviews of referral arrangements. Clients do not pay any additional charges and fees in connection with referrals, and are not obligated to purchase any product or service in connection with a referral. As at the date of this Subscription Agreement, the Manager does not currently have any active referral arrangements in place.

Compensation and incentive practices

The Manager and its representatives earn compensation in connection with the investments made for clients. The potential conflict is that we may be incentivized to provide our clients with more products or services to earn more fees or to seek to invest our clients' assets in investments that earn us more fees. We address this conflict by, among other things, compensating our representatives not based on products and services sold to clients, but by a combination of a base salary and a bonus based upon the overall performance of the firm.

Complaint handling

Addressing a complaint by a client can create a potential conflict if the Manager has a choice between addressing the complaint in a manner that is beneficial to the Manager or addressing the complaint in the best interests of the client. The potential risk to clients is that we act in our own business interests.

To control this potential conflict, the Manager has a client complaints handling policy which applies to its activities as a portfolio manager and exempt market dealer. If we receive a complaint from a client, we will provide the client with an acknowledgment which includes a description of our obligations under applicable securities laws, the steps the client must take to avail itself of the Ombudsman for Banking Services and Investments ("OBSI"), an independent dispute resolution mechanism, and the name and contact information for OBSI. If we decide to reject a complaint or make an offer to resolve a complaint, we must provide the client with written notice of our decision as soon as possible and we must make OBSI available to the client at our expense. Any claims to OBSI must be no greater than CAD\$350,000.

[To be completed by Manager and General Partner]

Acceptance

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

Executed as a deed by:

ROCKLINC INVESTMENT PARTNERS INC.,
as Manager of **Rocklinc Kokomo Fund LP**

By: _____
Name:
Title:

Executed as a deed by:

ROCKLINC KOKOMO GP INC.,
as General Partner of **Rocklinc Kokomo Fund LP**

By: _____
Name:
Title:

(Manager Only)	
Subscriber Name:	_____
Subscription Amount: US\$	_____
Valuation Date:	_____
Class/Series of Units:	_____
Price Per Unit: US\$	_____
Number of Units Issued:	_____
Prospectus Exemption:	_____