

SCHEDULE A

Series O/O6 Account Agreement

NEGOTIATED SERVICE FEE

The Service Fee is negotiable and is applied at the “Fund Level” as set out below.

TO QUALIFY TO INVEST IN SERIES O/O6 SECURITIES YOU MUST INVEST A MINIMUM OF \$25,000 IN EACH DESIGNATED ACCOUNT

The Service Fee is payable by you as described in section 3 of the Agreement.

If you do not indicate a Service Fee below for any Fund(s), the Service fee will be set at 0% on your investments in Series O/O6 for that for that Fund(s) until proper written instructions are received or via electronic submission (Fundserv).

ACCOUNT LEVEL

A distinct Service Fee is applied to each of your Funds listed below.

Name of account Holder(s)	Starlight account number	Dealer account number	Negotiated service fee (0%-1.25%)

(A) Where a Series O/O6 service fee is already in place via the Investor Account Agreement or by electronic submission (Fundserv), if you open a new Account(s) that holds Series O/O6 securities, then a Service Fee will be set at 0% until a new Investor Account Agreement signed by all Parties is received or via electronic transmission (Fundserv).

(B) For switches between Series O/O6 funds or new purchases into a O/O6 fund within the same account, the above Service Fee shall remain in place until a revised Investor Account Agreement signed by all Parties is received or via electronic transmission (Fundserv).

* Please see the Simplified Prospectus for further details in respect of Series O/O6 securities, including the Series O/O6 service fee option.

SERIES O/O6 INVESTOR ACCOUNT AGREEMENT (where Investor signature is required)

This agreement (the “Agreement”) is between

the “Investor” or “you”

“Joint investor” (if applicable)

and

the “Dealer”

and

STARLIGHT CAPITAL (“Starlight” or “we”)

(each a “**Party**” and collectively, the “**Parties**”) and it relates to the purchase of Series O or Series O6 securities (the “**Securities**”) of the Starlight Group of Funds (each a “**Fund**”) as indicated by the Investor or by the Dealer on Schedule “A”. This Agreement is in addition to any other documents you sign in respect of your account(s) (each, an “**Account**”) with Starlight. The Securities are offered pursuant to simplified prospectuses, annual information forms, fund facts and other offering documents, as amended, restated or renewed, from time to time (collectively, the “**Disclosure Documents**”).

The Parties agree as follows:

1. PARTICIPATION

- a. Participation by the Investor in the Series O/O6 account program (the “**Series O/O6 Program**”) is only available as long as this Agreement between Starlight, the Investor and the Dealer is in force and the Investor is using the services of the Dealer.
- b. The Investor agrees to meet the minimum investment amount in one or more of the Funds as indicated on Schedule “A” held in one Account, as negotiated between the Investor and Starlight (the “**Minimum Investment Amount**”).
- c. The Investor agrees to consult with their tax advisor regarding the tax consequences of investing in Securities of the Fund(s) and on whether the investment management fee (as determined according to Schedule “A”) (the “**Investment Management Fee**”) payable to Starlight, or the service fee (as more fully described below) (the “**Service Fee**”), are deductible for tax purposes. The Investor further confirms that neither Starlight, the Dealer nor the Investor’s investment advisor (the “**Advisor**”) have offered or provided the Investor any tax advice on the deductibility of the Investment Management Fee or the Service Fee.
- d. The Investor confirms receipt of a copy of the Funds’ most recent Disclosure Documents from the Dealer. The Disclosure Documents describe the investment objectives and strategies of the Funds and sets out, among other things, the basis upon which the purchase or redemption of Securities may be made, subject to any specific terms and conditions in this Agreement.
- e. The Investor and the Dealer acknowledge and agree that the Dealer is acting as the Investor’s investment advisor/dealer and that the Dealer is solely responsible for the investment advice provided to the Investor, for administration in connection with the Investor’s Securities, and for compliance with Canadian legislation aimed at the prevention of money laundering. The Investor further acknowledges and agrees that the Dealer shall be solely responsible for providing any and all necessary information regarding the Funds to the Investor.

2. MINIMUM INVESTMENT REQUIREMENTS

- a. If the market value of the Investor’s investment in the Securities falls below the Minimum Investment Amount because of redemptions and the Investor does not increase the value of the investment to the Minimum Investment Amount within 30 days of receiving notice to do so, then the Investor agrees that, as described in the Disclosure Documents, Starlight can change the investment into another series of the same Fund(s) offering the lowest fee option in which the Investor qualifies to invest. In such event, the Investor may be required to pay a fee to the Dealer. Starlight agrees that if the value of the Securities drops below the specified Minimum Investment Amount as a result of a decline in the market value, such investment will not be changed.
- b. The Investor agrees that Starlight may change or waive the Minimum Investment Amount for Securities from time to time. This will not affect the Securities acquired by the Investor prior to the effective date of the change.

3. FEES AND EXPENSES

- a. The Investor agrees that Starlight provides investment management services solely to the Fund(s) and not to the Investor and that the return on the Securities held by the Investor shall be calculated net of Investment Management Fees based on the average daily net asset value of the Securities held by the Investor, which shall be calculated monthly at the annual rates stated in Schedule “A”, plus any applicable taxes. It is understood that if the value of the Investor’s Securities fluctuates due to changes in market conditions such that the market value of the investment moves higher or lower on the respective fee grid in Schedule “A”, the applicable Investment Management Fee will be adjusted accordingly.
- b. The Investment Management Fee, the Service Fee (if any) and any applicable taxes shall be payable monthly in arrears by the 15th of the calendar month following the end of the calendar month in respect of which the payment is owing. The Investment Management Fee, and any negotiated Service Fee, will be paid through a monthly redemption of Securities from the Investor’s Account equaling the amount of the Investment Management Fee and Service Fee, plus applicable taxes. There are no redemption fees payable in connection with these redemptions. The investment return on the Securities held by the Investor shall be net of any fees paid with respect to the Securities of the Fund(s). In any calendar month in which the Investor redeems all or a substantial portion of its investment in Securities (as determined in the sole discretion of Starlight), the Investor shall only be entitled to the amount of net proceeds of the Securities redeemed, after deducting the allocable portion of the Investment Management Fee, any Service Fee and taxes owing for the pro rata portion of the applicable month.
- c. For the Dealer’s services in providing investment management advice and administrative services in connection with the Securities, the Investor agrees to pay the Dealer an annual Service Fee as listed in Schedule “A” per annum payable monthly or quarterly in arrears, plus applicable taxes, as long as:
 - (i) this Agreement is in force,
 - (ii) the Investor remains invested in the Securities of the Fund(s),
 - (iii) the Dealer remains the dealer of record for the Investor, and
 - (iv) the maximum Service Fee payable to the Dealer under this Agreement shall not exceed maximum Service Fee, for the applicable Fund, as indicated on Schedule “A”.
- d. The Fund(s) will also incur operating expenses that will be charged directly to the Fund(s). Please see the Disclosure Documents for details of these operating expenses and how they are allocated across the Fund(s).

4. GENERAL

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations or discussions, whether oral or written, and there are no other representations or warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. The schedules to this Agreement form a part of this Agreement as though specifically incorporated herein.
- b. This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the Parties.
- c. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or be impaired.
- d. Neither the Investor nor the Dealer shall have the right to assign this Agreement or any of their respective rights or obligations thereunder without the prior written consent of Starlight.
- e. This Agreement shall be binding upon and ensure to the benefit of the Parties and their successors and permitted assigns.
- f. This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable in that province, and the courts of Ontario shall have jurisdiction over legal proceedings in respect of this Agreement.
- g. Starlight may at any time terminate the Series O/O6 Program without penalty by giving at least 30 days' notice to the Investor and/or to the Dealer/Advisor acting on behalf of the Investor. The Investor, or the Dealer/Advisor on behalf of the Investor, shall within such period provide Starlight with instructions on investing in alternative securities of Starlight's Funds, failing which Starlight will switch the Securities into another series of the same Fund(s) offering the lowest fee option in which the Investor qualifies to invest.
- h. Any notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by fax transmission addressed to the recipient as follows:

We have read and agree to be bound by the terms of this Amending Agreement.

	X	DD/MM/YYYY
Name of investor	Investor signature	Date
	X	DD/MM/YYYY
Name of joint investor	Joint investor signature	Date
	X	DD/MM/YYYY
Name of related party	Related party signature	Date
	X	DD/MM/YYYY
Name of financial advisor	Authorized financial advisor signature	Date
		DD/MM/YYYY
Name of dealer firm	Dealer/Rep number	Date

*An Investor(s) signature is required when increasing or changing an agreed upon Service Fee

Starlight Capital, in its capacity as manager of the Funds:

Graeme Llewellyn
Chief Financial Officer and
Chief Operating Officer

Name of authorized signing officer

Authorized signing officer signature

Please return the signed and completed Agreement to: **(Note section 4(h) of the Agreement)**

Starlight Capital

c/o RBC Investor & Treasury Services,
3rd Floor Imaging
155 Wellington St West, Toronto, ON M5V 3L3

Attention: Transaction processing
Fax: 1-866-716-2977
Email: info@starlightcapital.com



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