

BROMPTON EXCHANGE-TRADED FUNDS

DISTRIBUTION REINVESTMENT PLAN

Introduction

Brompton Funds Limited (“the **“Manager”**”) as manager of the exchange-traded funds set forth on Appendix “A” hereto, as it may be amended from time to time, (each a **“Brompton ETF”** and together, the **“Brompton ETFs”**) has established a distribution reinvestment plan (the **“Plan”**) to provide holders (the **“Unitholders”**) of Canadian dollar denominated units (the **“Units”**) of the Brompton ETFs with a means to reinvest distributions on Units (the **“Distributions”**) declared and payable to them in additional Units of the same class (the **“Plan Units”**), as described herein.

Distributions on Units (and on Plan Units) will be reinvested on behalf of those Unitholders who participate in the Plan (the **“Plan Participants”**) by TSX Trust Company, as agent under the Plan (the **“Plan Agent”**) on the terms and conditions contained in the Brompton ETFs’ distribution reinvestment agency agreement (the **“Agreement”**). The material provisions of the Agreement are summarized below.

Participation in the Plan

A Unitholder may elect to become a Plan Participant by giving notice of the Unitholder's decision to become a Plan Participant for the relevant Record Date, to the Unitholder's participant (the **“CDS Participant”**) in accordance with such CDS Participant's customary procedures. The CDS Participant must, on behalf of such Plan Participant, provide notice to the Plan Agent through the CDS system (commonly known as CDSX) no later than 5:00 p.m., (Toronto time) on the last business day of the calendar month (the **“Record Date”**).

Participation in the Plan is restricted to Unitholders who are residents of Canada.

Administration

Each Brompton ETF shall pay to the Plan Agent, on behalf of the Plan Participants, all amounts paid as Distributions (including on Plan Units) for which Plan Participants are the owners of record on the Record Date immediately preceding the date on which such Brompton ETF makes a Distribution to Unitholders (each such date being a **“Distribution Date”**). The Plan Agent shall purchase Plan Units for the Plan Participants on the terms and conditions set out below under “Purchase of Units by the Plan Agent” and in the Agreement. The Plan Agent shall not be obligated to expend any of its own funds in carrying out its duties under the Agreement and shall not be liable for failing to do so.

The Brompton ETFs will not have a fixed monthly Distribution but may make Distributions to Unitholders at the discretion of the trustee of the Brompton ETFs, upon the advice of the Manager.

Plan Units will be credited by CDS for the benefit of a Plan Participant to the account of the applicable CDS Participant through whom a Plan Participant holds Units.

Purchase of Units by the Plan Agent

Distributions due to the Plan Participants will be applied, on behalf of Plan Participants, to purchase Plan Units. Such purchases will be made in the market. Purchases of Units in the market will be made by the Plan Agent on an orderly basis during the ten (10) trading day period following the Distribution Date and the price paid for those Units shall be the average of the price paid (excluding brokerage commissions, fees and all transaction costs) per Unit for all Units purchased by the Plan Agent.

The Plan Units purchased in the market will be allocated on a *pro rata* basis to the Plan Participants based on their respective entitlement to the Distributions used to purchase Plan Units.

Insufficient Funds

The Plan Agent shall not be obligated to purchase any Units in the event of any NSF activity or insufficient funds for a Plan Participant.

Fractional Units

No fractional Units will be purchased or sold under the Plan. On a monthly basis, a cash adjustment for any fractional Units will be paid by the Plan Agent to CDS. In accordance with CDS policies, CDS may in turn credit such cash adjustment to the Plan Participants via the applicable CDS Participants.

Certificates

Certificates representing Plan Units purchased under the Plan will not be issued to Plan Participants.

Voting of Plan Units

Plan Units may be voted in the same manner as the Plan Participants' Units of record may be voted.

Administrative Costs

All administrative costs associated with the operation of the Plan will in respect of a Brompton ETF be borne by the Brompton ETF as set out in the Agreement.

Use of Proceeds

Proceeds received by a Brompton ETF upon the purchase of Plan Units will be invested in accordance with the investment objectives and investment strategy of the applicable Brompton ETF, and subject to the investment restrictions, of the applicable Brompton ETF.

Responsibilities of the Brompton ETF, the Manager and the Plan Agent

None of the Brompton ETFs, the Manager or the Plan Agent shall be liable for any act done by any of them in good faith or for any good faith omission to act. In particular, none of the Brompton ETF, the Manager or the Plan Agent shall have any liability with respect to the prices at which Plan Units are purchased for the Plan Participants' accounts or the times at which such purchases are made.

Plan Participants should recognize that none of the Brompton ETFs, the Manager nor the Plan Agent can assure a gain or protect against loss as a result of Plan Participants holding Plan Units.

Amendments, Suspension or Termination of the Plan and the Plan Agent

The Manager, on behalf of a Brompton ETF, may terminate the Plan in its sole discretion at any time, in respect of any or all of the Brompton ETFs. Notice of termination will be provided to (i) the Plan Participants via the CDS Participants through which such Plan Participants hold their Units and (ii) the Plan Agent prior to the termination of the Plan. The Manager, on behalf of a Brompton ETF, may also amend, modify or suspend its participation in the Plan at any time in its sole discretion, in respect of any or all of the Brompton ETFs, in accordance with the Agreement, provided that (i) it gives notice of the amendment, modification or suspension to applicable Plan Participants via the CDS Participants through which such Plan Participants hold their Units and the Plan Agent, and (ii) any amendments or modifications to the Plan must be cleared by the TSX, if required. The Manager, on behalf of a Brompton ETF may, in consultation with the Plan Agent, adopt additional rules and regulations to facilitate the administration of the Plan. The Brompton ETFs are not required to issue Units into any jurisdiction where that issuance would be illegal.

The Manager may, in its sole discretion, and upon at least sixty (60) days' written notice to the Plan Agent, remove the Plan Agent and appoint any person or entity licensed to carry on the business of a trustee in Ontario as the Plan Agent.

Similarly, the Plan Agent may resign as agent under the Plan upon at least sixty (60) days' written notice to the Manager and each Brompton ETF and upon delivery to each Brompton ETF of all documents and monies being held by the Plan Agent on the Brompton ETFs' behalf pursuant to the Agreement. Should the Manager fail to appoint a successor to the Plan Agent on or prior to the end of the applicable notice period, the Plan will terminate.

Notices

All notices required to be given to the Plan Participants will be given via the CDS Participants through which they hold their Units.

Written communications to the Plan Agent should be addressed to:

TSX Trust Company
301 – 100 Adelaide Street West
Toronto, ON M5H 4H1

Attention: Lori Winchester
Facsimile: (416) 607-7898

Written communications to a Brompton ETF should be addressed to:

Brompton Funds Limited
Suite 2930, Box 793, Bay Wellington Tower, Brookfield Place
181 Bay Street
Toronto, ON M5J 2T3

Attention: Chief Financial Officer
Facsimile: (416) 642-6001

APPENDIX "A"

- Brompton Global Healthcare Income & Growth ETF
- Brompton Tech Leaders Income ETF
- Brompton Flaherty & Crumrine Investment Grade Preferred ETF
- Brompton Global Dividend Growth ETF
- Brompton North American Financials Dividend ETF
- Brompton European Dividend Growth ETF
- Brompton North American Low Volatility Dividend ETF
- Brompton Sustainable Real Assets Dividend ETF
- Brompton Flaherty & Crumrine Enhanced Investment Grade Preferred ETF