

SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

THIS AGREEMENT is made as of the date referred to below.

AMONG:

«ISSUER NAME»,
a corporation incorporated under the laws of
the Province of _____ (the "Corporation")

- and -

The person, corporation or other entity whose name and address is
set forth on the execution page of this Agreement (the "Subscriber")

WHEREAS the Corporation proposes to issue up to _____ Units to various purchasers pursuant to
the terms of the Offering Memorandum;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants
herein contained and other good and valuable consideration (the receipt and sufficiency of which is
hereby acknowledged) the Corporation and the Subscriber agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the subject matter or context is inconsistent therewith, the following
words and terms have the prescribed meanings. Words with initial capital letters, unless defined
herein shall take their meaning from the Offering Memorandum:

- (a) "Agreement" means this Agreement, as amended or supplemented from time to time;
- (b) "Business Day" means a day on which Canadian chartered banks are open for general banking
business in _____;
- (c) "Units" means an undivided interest in the Mortgage, subject to the terms of the Co-Owners'
Agreement;
- (d) "Closing" means the date or dates on which the Offering is completed, in whole or in part,
anticipated to be no later than _____, as more particularly described in "Plan
of Distribution" in the Offering Memorandum;
- (e) "Effective Date" means the date this Agreement is executed by the Subscriber and accepted by
the Corporation;
- (f) "Offering" means the offering by the Corporation of up to _____ Units pursuant to the
Offering Memorandum;
- (g) "Offering Memorandum" means the private placement Offering Memorandum of the
Corporation dated _____, describing the Offering and business and affairs of the
Corporation, a copy of which has been provided to the Subscriber;
- (h) "Purchased Units" means the number of Units purchased by the Subscriber pursuant to this
Agreement as set forth on the execution page hereof;

- (i) "Subscription Price" means the aggregate subscription price paid by the Subscriber for the Purchased Units; and
- (j) "Tax Act" means the *Income Tax Act* (Canada) and the Regulations promulgated thereunder, as amended from time to time.

2. OFFERING MEMORANDUM

2.1 The Subscriber hereby acknowledges receipt of the Offering Memorandum for the purpose of evaluating the investment and that, in so evaluating the investment it has not relied on any other information or representation and the Subscriber further acknowledges that this subscription is subject to the terms and conditions set forth in the Offering Memorandum. The contractual right of action described in the Offering Memorandum is hereby conferred upon the Subscriber if the subscription is accepted by the Corporation.

3. SUBSCRIPTION FOR UNITS

3.1 The Subscriber hereby subscribes for and agrees to take up the Purchased Units and agrees that the Subscription Price will be paid by certified cheque or bank draft on the Effective Date, in accordance with the terms of this Agreement.

3.2 By execution hereof, the Corporation hereby accepts the subscription of the Subscriber for the Purchased Units and agrees to issue the Purchased Units to the Subscriber no later than fifteen (15) business days from the Closing, subject to the terms of this Agreement.

4. ATTRIBUTES OF THE PURCHASED UNITS

4.1 The Purchased Units will have the attributes of the Units set forth in the Offering Memorandum.