

(SEED CAPITAL EXEMPTION: S.107(1)(p))
SUBSCRIPTION AGREEMENT FOR CLASS "A" UNITS

**OFFERED FOR SALE BY [LIMITED PARTNERSHIP] PURSUANT TO AN OFFERING
MEMORANDUM DATED [OFFERING DATE] (THE "OFFERING MEMORANDUM")**

TO: [Limited Partnership]
[address]

A. SUBSCRIPTION

The undersigned hereby subscribes for [no. & class] Units (the "Units") in [Limited Partnership] (the "Partnership"), for the purchase price of _____ (\$_____) DOLLARS for each of the Units being an aggregate subscription price of \$_____ (\$_____) DOLLARS, payable by certified funds. Fractional Units will not be issued. Minimum subscription is [minimum] Units.

The undersigned hereby acknowledges that there is no assurance whatsoever that profits will be made by the Partnership and acknowledges receipt of a copy of the Offering Memorandum and the Partnership Agreement of the Partnership (the "Partnership Agreement"). The undersigned hereby specifically accepts and adopts each and every provision of the Partnership Agreement, as from time to time amended and in effect and further hereby irrevocably affirms, and becomes a party, to the Partnership Agreement.

The undersigned acknowledges that participation in the Partnership is subject to the acceptance of this subscription by the Partnership, and to certain other conditions set forth in the Offering Memorandum. The undersigned agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the undersigned. The acceptance of this subscription shall be effective upon the deposit of a unit certificate representing the purchase in the name of the undersigned of the number of Units set forth on the signature page and Power of Attorney, in the mail, addressed to the undersigned at the address indicated below.

The undersigned by executing this subscription agreement represents and warrants that:

- (a) he knows that he is purchasing securities pursuant to an exemption under the *Securities Act*, and that such exemption will exempt the issuer of the securities from certain obligations of the *Securities Act*. The undersigned acknowledges that the exemption is premised on the basis of the fact that he is a sophisticated purchaser and that he does not require the information which would otherwise have to be provided to him under the securities legislation. Accordingly, the undersigned acknowledges that:
 - (i) he is restricted from using most of the civil remedies available under securities legislation;
 - (ii) he may not receive information that would otherwise be required to be provided to him under securities legislation;
 - (iii) the issuer (being the Partnership) is relieved from certain obligations that would otherwise apply under securities legislation; and
- (b) the undersigned is interested in purchasing the Units as principal for the purpose of investment and not with a view to, or for sale in connection with, any distribution thereof and that the undersigned will comply with applicable securities legislation with respect to the purchase of the Units;
- (c) the undersigned has the investment acumen to assess the offering made pursuant to the Offering Memorandum as a result of:
 - (i) previous business investment experience; or

- (ii) advice that he received on this investment that was:
 - A. independent advice on the said offering from a registered adviser or an adviser exempted from registration under Section 64 of the *Securities Act* (Alberta); and
 - B. not obtained from a promoter of the said issuer whose securities (being the "Units") are being offered pursuant to the Offering Memorandum.

THIS IS A 4-PAGE FORM.