

SHARE SUBSCRIPTION AGREEMENT

[NAME OF CORPORATION]
(Shares and Warrants)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF CORPORATION]
a corporation incorporated under the laws of the
Province of British Columbia
(the "Corporation")

- and -

THE PARTY NAMED AS PURCHASER BELOW
(the "Purchaser")

WHEREAS:

- A. The Purchaser wishes to subscribe for common shares and warrants (the "Securities") of the Corporation; and
- B. It is the intention of the parties to this agreement (the "Agreement") that this subscription will be made pursuant to appropriate exemptions (the "Exemptions") from the registration and prospectus or equivalent requirements of all rules, policies, notices, orders and legislation of any kind whatsoever (collectively the "Securities Rules") of all jurisdictions applicable to this subscription.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the receipt of which is hereby acknowledged, the parties covenant and agree with each other as follows:

1. Representations and Warranties of the Purchaser

1.1 The Purchaser represents and warrants to the Corporation, and acknowledges that the Corporation is relying on these representations and warranties to, among other things, ensure that it is complying with all of the applicable Securities Rules, as follows:

- (a) that the Purchaser is purchasing the Securities as principal for its own account and not for the benefit of any other person or is deemed to be acting as principal by virtue of it being:
 - (i) a trust corporation or insurer which is authorized to carry on business in British Columbia under the *Financial Institutions Act* (British Columbia) and which is acting as agent or trustee for accounts that are fully managed by it within the meaning of ss. 74(1)(a) of the *Securities Act* (British Columbia) (the "Act") and BCIN 45-701 issued by the British Columbia Securities Commission (the "Commission"); **OR**
 - (ii) a portfolio manager within the meaning of ss. 1(1) of the Act which is carrying on business in British Columbia and which is registered or exempt from registration under the Act and which is acting as agent for accounts that are fully managed by it within the meaning of ss. 74(1)(b) of the Act and BCIN 45-701; **OR**
 - (iii) a trust corporation, insurer or portfolio manager in Canada within the meaning of BCI 45-504 issued by the Commission which is acting, in the case of trust corporation or insurer, as agent or trustee or, in the case of a portfolio manager in Canada, as agent, for accounts that are fully managed by it within the meaning of BCI 45-504 and BCIN 45-701;

and the Purchaser is also deemed to be acting as principal under the analogous provisions of any other Securities Rules having application;

- (b) the Purchaser is a resident (as defined in the *Income Tax Act* (Canada)) of the Province of British Columbia;
- (c) the Purchaser is not a "U.S. Person" (as defined under Regulation S made under the United States Securities Act of 1933, which definition includes an individual resident in the United States and an estate or trust of which any executor or administrator or trustee, respectively, is a U. S. Person) and the Purchaser understands and acknowledges that the Securities have not and will not be registered under the United States Securities Act of 1933, and, subject to certain exceptions, the Securities may not be offered or sold within the United States;
- (d) if the Purchaser is an individual, he or she has attained the age of majority and has the legal capacity and competence to execute this Agreement, and to take all actions required pursuant hereto;
- (e) if the Purchaser is a corporation, the Purchaser is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if the Purchaser is a partnership, syndicate, trust or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof, and, in either case, upon the Corporation executing and delivering this Agreement, this Agreement will constitute a legal, valid and binding contract of the Purchaser enforceable against the Purchaser in accordance with its terms and neither the agreement resulting from such acceptance nor the completion of the transactions contemplated hereby conflicts with, or will conflict with, or results, or will result, in a breach or violation of any law applicable to the Purchaser, any constating documents of the Purchaser or any agreement to which the Purchaser is a party or by which the Purchaser is bound;
- (f) prior to entering into this Agreement, the Purchaser received a copy of the Offering Memorandum prepared for the distribution of these Securities, and confirms that the Purchaser has thoroughly read the Offering Memorandum and understands the nature of and risks involved in the proposed investment;
- (g) other than the Offering Memorandum, the Purchaser has not requested access to and does not need to receive any other information concerning the Corporation;
- (h) in the Purchaser's decision to execute this Agreement and purchase the Securities agreed to be purchased hereunder, it has relied solely upon the Offering Memorandum and this Agreement, and the Purchaser's decision has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Corporation or any employee, director, officer, agent or affiliate of, or any other person associated with the Corporation;