

This is page 1 of 22 pages of a subscription agreement and related appendices, schedules and forms. Collectively, these pages together are referred to as the "Subscription Agreement".

NORTHWEST PREMIUM MEAT COOPERATIVE

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

INSTRUCTIONS TO PURCHASER

1. All purchasers complete all the information in the boxes on page 2 and sign where indicated, beside the "X".

2.

To be eligible to invest in the Issuer you must be able to satisfy one of the following five requirements:

(i)

If you are a resident in a jurisdiction in Canada, and an "Accredited Investor", then complete Schedule "A", the "Accredited Investor Questionnaire" that starts on page 6. The purpose of the questionnaire is to determine whether you meet the standards for participation as an "accredited investor" in a private placement under National Instrument 45-106 adopted by the British Columbia Securities Commission;

(ii)

If you are not an "Accredited Investor", but are a resident of any Province in Canada other than Ontario or Saskatchewan and are a family member, close friend or close business associate of a director, executive officer or control person of the Issuer, , then complete Schedule "B";

(iii)

If you do not meet the requirements of subsection I or II above and have received an Offering Memorandum of the Issuer, and have met the requirements relating to the province or your residence as set out herein, then complete Schedule "C";

(iv)

You will be investing at least \$150,000 in the Issuer and meet other terms and conditions as set out herein; or

(v)

You are not a resident of Canada or the U.S.A. and meet certain additional requirements as set out herein.

3.

If you are a portfolio manager or you are not an individual (that is, the Purchaser is a corporation, partnership, trust or entity other than an individual), then complete and sign Schedule "D", the "Corporate Placee Registration Form" (Form 4C) that starts on page 14.

4.

On or before the end of the fifth business day before the Closing Date as defined under the Terms, the Purchaser will deliver to the Issuer the Subscription Agreement and all applicable schedules and required forms, duly executed, and payment in full for the total price of the Purchased Securities to be purchased by the Purchaser, by certified funds or bank drafts as follows:

ALL SUBSCRIPTION AGREEMENTS, FUNDS (PAYABLE TO Northwest Premium Meat Cooperative), APPLICABLE SCHEDULES AND REQUIRED FORMS TO BE FORWARDED TO:

Northwest Premium Meat Cooperative

P.O. Box 278, Telkwa, B.C. V0J 2X0

Fax: +1 250 846 5257

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UNITS NON-BROKERED PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

TO:

Northwest Premium Meat Cooperative (the "Issuer" or the "Corporation"), of P.O. Box 278, Telkwa, B.C. V0J 2X0, Fax: +1 250 846-5257, Phone 1 (250) 846-5222.

Subject and pursuant to the terms set out in the Terms on pages 3 to 5, the General Provisions on pages 16 to 23 and the other schedules and appendixes attached which are hereby incorporated by reference, the Purchaser hereby irrevocably subscribes for, and on Closing will purchase from the Issuer, the following securities at the following price:

Shares

\$1.00 per Share for a total purchase price of \$

The Purchaser owns, directly or indirectly, the following securities of the Issuer:

[Check if applicable] The Purchaser is an insider of the Issuer

The Purchaser directs the Issuer to issue, register and deliver the certificates representing the Purchased Securities as follows:

REGISTRATION INSTRUCTIONS

DELIVERY INSTRUCTIONS

Name to appear on certificate Name and account reference, if applicable

Account reference if applicable: Contact name, Address, Telephone Number

EXECUTED by the Purchaser this _____ day of _____, 200__.

By executing this Subscription Agreement, the Purchaser certifies that the Purchaser and any beneficial purchaser for whom the Purchaser is acting is resident in the jurisdiction shown as the "Address of Purchaser". Unless the jurisdiction shown as the "Address of Purchaser" is British Columbia, then the Purchaser certifies that the Purchaser is NOT resident in British Columbia.

WITNESS:

EXECUTION BY PURCHASER:

X

Signature of Witness Signature of individual (if Purchaser is an individual)

X

Name of Witness Authorized signatory (if Purchaser is not an individual)

Address of Witness

Name of Purchaser (please print)

Name of authorized signatory (please print)

Accepted this _____ day of _____, 200__

Northwest Premium Meat Cooperative Address of Purchaser (residence)

Per:

Telephone Number

Authorized signatory

E-mail address

By signing this acceptance, the Issuer agrees to be bound by the Terms on pages 3 to 5, the General Provisions on pages 16 to 23, and the other schedules and appendixes incorporated by reference.

Subscription Agreement (with related appendixes, schedules and forms) 3 of 22 pages

TERMS

Reference date of this Subscription Agreement February 1, 2006 (the "Agreement Date")

The Offering

The Issuer NORTHWEST PREMIUM MEAT COOPERATIVE (the "Issuer")

Offering: The offering consists of up to an aggregate of up to 4,500,000 shares of the Issuer (the "Shares"), and any additional shares as may be approved by the Issuer .

Purchased Securities The "Purchased Securities" are Shares as defined herein.

Total amount Minimum Offering - \$1,000,000

Maximum Offering - \$4,500,000

Finders Fees of up to 10% may be payable on certain Share sales.

Price \$1.00 per Share

Use of Proceeds The proceeds of the placement will be utilized for working capital.

Selling Jurisdictions The Shares may be sold in certain jurisdictions in and outside Canada as solely determined by the Company in accordance with available exemptions (the "Selling Jurisdictions").

Exemptions: The offering will be made in accordance with the following exemptions from the prospectus requirements:

(a) the "accredited investor" exemption (section 2.3(2) of National Instrument 45-106);

(b) the "Family, Friends and Business Associate" exemption (section 2.5 of National Instrument 45-106);

(c) the "Offering Memorandum" exemption (section 2.9 of National Instrument 45-106) and

(d) the "Minimum Amount Investment" (\$150,000) exemption (section 2.10 of National Instrument 45-106) and

(e) British Columbia Instrument 72-503: Distribution of Securities Outside British Columbia.

Closing Date Payment for, and delivery of, the Shares is scheduled to occur 48 hours after Issuer acceptance of the placement (the "Closing Date").

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Additional definitions

In the Subscription Agreement, the following words have the following meanings unless otherwise indicated:

(a)

“Purchased Securities” means the Shares purchased under this Subscription Agreement;

(b)

“Shares” means the Investment Shares of the Issuer which are subject to the rules and constituting documents of the Issuer, including, but without in any way limiting the foregoing, the following limitations: Investment shares Rule 26 of the Issuer:

26 The Association may issue to individuals or eligible organizations only the classes of investment shares set out in Column 1, below, with the special rights and restrictions set out opposite in Column 2 and the remainder of the table,

Column 1

Class of Investment

Shares

Column 2

Special rights and restrictions

Class “B ” Without Par

Value

The holders of Class B investment shares shall not, as such, be entitled to receive notice of or to attend or to vote at any general meetings.

The holders of Class B Investment Shares are only entitled to the redemption price of their share(s) or if there is no redemption price, then only to the amount paid up for their share(s) and are not entitled to any further distribution of assets and property of the Association. See 25(2) of these Rules for further detail.

Notwithstanding any other provision of these Rules, if the Association is, or becomes, as defined by the Securities Act RSBC:

(a) an issuer which is not a reporting issuer;

(b) a reporting issuer that has not, with respect to any of its securities, filed a prospectus with the British Columbia Securities Commission or any similar securities regulatory body within or outside British Columbia and obtained therefore a receipt or its equivalent; or

(c) a reporting issuer that does not have any of its securities listed for trading on any stock exchange;

then no investment shares shall be transferred without the previous consent of the directors expressed by a resolution of the Board and the directors shall not be required to give any reason for refusing to consent to any such proposed transfer.

The consent of the Board required by this Rule may be in respect of a specific proposed trade or trades or trading generally, whether or not over a specified period of time, or by specific persons or with such other restrictions or requirements as the directors may determine.

Jurisdiction of organization
No Stock exchange listings

“Securities Legislation Applicable to the Issuer”

The Issuer

The Issuer was incorporated in British Columbia.

Shares of the Issuer are not listed on any stock exchange or similar trading system and no such representations as to any future such listing have been made by the Issuer. .

The “Securities Legislation Applicable to the Issuer” is the Securities Act (British Columbia) and any relevant national and other provincial legislation. The “Commissions with Jurisdiction over the Issuer” is the British Columbia Securities Commission.

END OF TERMS

Subscription Agreement (with related appendixes, schedules and forms) 6 of 22 pages

SCHEDULE "A"

Accredited Investor Questionnaire

(Capitalized terms not specifically defined in this Questionnaire have the meaning ascribed to them in the Subscription Agreement to which this Questionnaire is attached.)

In connection with the execution of the Subscription Agreement to which this Questionnaire is attached, the undersigned (the "Purchaser") represents and warrants to the Issuer that the Purchaser satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

Category 1 a Canadian financial institution, or an authorized foreign bank listed in Schedule III of the Bank Act (Canada)

Category 2 the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada)

Category 3 a subsidiary of any person or company referred to in Categories 1 or 2, if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary

Category 4 a person or company registered under the securities legislation of a jurisdiction of Canada, as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador)

Category 5 an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada, as a representative of a person or company referred to in Category 4

Category 6 the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada

Category 7 a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de L'île de Montréal or an intermunicipal management board in Quebec

Category 8 any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government

Category 9 a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada

Category 10 an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000

____ Category 11 an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year

____ Category 12 an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 or a person, other than an individual or investment fund, that, has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements

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____ Category 13 an investment fund that distributes or has distributed its securities only to:
(a) a person that is or was an accredited investor at the time of the distribution;
(b) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum Amount Investment], and 2.19 [Additional Investment in Mutual Funds], or (c) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment Fund Reinvestment]

____ Category 14 an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in the case of Quebec, the securities regulatory authority, has issued a receipt

____ Category 15 a trust company or trust corporation registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be

____ Category 16 a person acting on behalf of a fully managed account managed by that person, if that person: (a) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and (b) in Ontario, is purchasing a security that is not a security of an investment fund;

____ Category 17 a registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded

____ Category 18 an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in Categories 1 through 4 and Category 9 in form and function, or

____ Category 19 a person in respect of which all of the owners of interests, direct or indirect or beneficial, except the voting securities required by law to be owned by directors, are persons or companies that are accredited investors

____ Category 20 an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser, or

____ Category 21 a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as:
(a) an accredited investor, or
(b) an exempt purchaser in Alberta or British Columbia.

The statements made in this Questionnaire are true and accurate to the best of my information and belief and the Purchaser will promptly notify the Issuer of any changes in the answers.

Dated _____ 200__.

X

Signature of individual (if Purchaser is an individual)

X

Authorized signatory (if Purchaser is not an individual)

Name of Purchaser (please print)

Name of authorized signatory (please print)

Official capacity of authorized signatory (please print)

For the purposes hereof:

(a) “accredited investor” means a person who meets the criteria in any of the above categories;

(b) “Canadian financial institution” means (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit

society for which an order has been made under section 473(1) of that Act; or

(ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

(c) “eligibility adviser” means (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed; and

(ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not

(A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and

(B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors,

executive officers, founders or control persons within the previous 12 months;

(d) “financial assets” means

(i) cash,

(ii) securities, or

(iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

(e) “fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

(f) “investment fund” has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure;

(g) “related liabilities” means

(i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or

(ii) liabilities that are secured by financial assets;

(h) “spouse” means, an individual who,

(i) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,

(ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or

(iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta).

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SCHEDULE "B"

Certification of FRIENDS, FAMILY AND BUSINESS ASSOCIATES BY RESIDENTS OF ANY PROVINCE OTHER THAN ONTARIO OR SASKATCHEWAN

In connection with the purchase of shares (the "Purchased Securities") of the Issuer, the undersigned hereby represents, warrants and certifies that:

II. SUBSCRIBERS PURCHASING UNDER THE "FAMILY, FRIENDS AND BUSINESS ASSOCIATES" EXEMPTION (YOU MUST ALSO SIGN THIS CERTIFICATE AT THE BOTTOM)

1. the Purchaser is (please initial or place a check-mark on the appropriate line below):

(a) _____ a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;

(b) _____ a spouse, parent, grandparent, brother, sister or child of (name of person) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;

(c) _____ a parent, grandparent, brother, sister or child of the spouse of (name of person) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;

(d) _____ a close personal friend (by reason of the fact that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or a member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual) of (name of person) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;

(e) _____ a close business associate (by reason of the fact that you have had direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual) of (name of person) a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;

(f) _____ a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child, close personal friend (by reason of the fact that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or a member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual) or close business associate (by reason of the fact that you have had direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual) of (name of person) a founder of the Corporation;

(g) _____ a parent, grandparent, brother, sister or child of the spouse of (name of person) a founder of the Corporation;

(h) _____ a person or company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections 4(a) to 4(g) above; or

(i) _____ a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections 4(a) to 4(g) above; or

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The above representations and warranties will be true and correct both as of the execution of this certificate and as of the closing time of the purchase and sale of the Purchased Securities and the undersigned acknowledges that such representations and warranties will survive the completion of the issue of the Purchased Securities.

The undersigned acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they be relied upon in determining the suitability of the Purchaser as a purchaser of the Purchased Securities and that this certificate is incorporated into and forms part of the Subscription Agreement and the undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Purchaser set forth herein which takes place prior to the closing time of the purchase and sale of the Purchased Securities.

Dated: _____, 2009.

Print name of Purchaser

By:

Signature

Title

(please print name of individual whose signature appears above, if different from name of purchaser printed above)

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SCHEDULE "C"
Form 45-106F4

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- · I could lose all the money I invest.

I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future. _____ [name of issuer] will pay \$ _____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document (SEE NEXT PAGE). Keep one copy for your records.

W A R N I N G

Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The person selling me these securities is not registered with a securities regulatory authority and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$ _____ [total consideration] in total; this includes any amount I am obliged to pay in future. _____ [name of issuer] will pay \$ _____ [amount of fee or commission] of this to _____ [name of person selling the securities] as a fee or commission.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

Date Signature of Purchaser

Print name of Purchaser

Sign 2 copies of this document. Keep one copy for your records.

You have 2 business days to cancel your purchase [Instruction: The issuer must complete this section before giving the form to the purchaser.]

To do so, send a notice to the Issuer at the address shown below stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities.

W A R N I N G

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You can send the notice by fax or email or deliver it in person to [name of issuer] at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

Northwest Premium Meat Cooperative (the “Issuer”), of P.O. Box 278, Telkwa, B.C. V0J 2X0, Fax: +1 250 846-5257 , Phone 1 (250) 846-5222.

You are buying Exempt Market Securities

They are called exempt market securities because two parts of securities law do not apply to them. If an issuer wants to sell exempt market securities to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority.

There are restrictions on your ability to resell exempt market securities. Exempt market securities are more risky than other securities.

You will receive an offering memorandum. Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

You will not get professional advice about whether the investment is suitable for you. But you can still seek that advice from a registered adviser or investment dealer. In Alberta, Manitoba, Northwest Territories, Prince Edward Island, Québec and Saskatchewan to qualify as an eligible investor, you may be required to obtain that advice. Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority.

British Columbia Securities Commission , Telephone 604-899-6500
E-mail : inquiries@bcsc.bc.ca Website www.bcsc.bc.ca

Alberta Securities Commission Reception: (403) 297-6454, Toll-Free: (877) 355-0585
<http://www.albertasecurities.com/>

Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.

SCHEDULE "D" FORM 4C CORPORATE PLACEE REGISTRATION FORM

Where subscribers to a Private Placement are not individuals, the following information about the placee must be provided. This Form will remain on file with the Exchange. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed companies. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:

(a) Name:

(b) Complete Address:

(c) Jurisdiction of Incorporation or Creation:

2. Portfolio Manager

(a) Is the Placee purchasing securities as a portfolio manager (Yes/No)?

(b) Is the Placee carrying on business as a portfolio manager outside of Canada (Yes/No)?

3. If the answer to 2(b) above was "Yes", the undersigned certifies that:

(a) It is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;

(b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;

(c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;

(d) the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and

(e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing

4. If the answer to 2(a). above was "No", please provide the names and addresses of control persons of the Placee:

Name City Province or State Country

Name City Province or State Country

The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions (See for example, sections 87 and 111 of the Securities Act (British Columbia) and sections 176 and 182 of the Securities Act (Alberta)).

Acknowledgement – Personal Information

“Personal Information” means information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (a) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
- (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

Dated at _____ on _____,
200__.

X
Signature of individual (if Purchaser is an individual)

X
Authorized signatory (if Purchaser is not an individual)

Name of Purchaser (please print)

Name of authorized signatory (please print)

Official capacity of authorized signatory (please print)

THIS IS NOT A PUBLIC DOCUMENT

SCHEDULE “E” CERTIFICATE NOT APPLICABLE

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SCHEDULE “F”

GENERAL PROVISIONS

THE SECURITIES TO WHICH THIS AGREEMENT RELATE HAVE NOT AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR ANY STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. SUCH SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED OR ASSIGNED IN THE UNITED STATES OR BY OR ON BEHALF OF U.S. PERSONS (AS DEFINED THEREIN) WITHOUT REGISTRATION UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.

1. DEFINITIONS

1.1 In the Subscription Agreement (including the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 16 to 23 and the other schedules and appendixes incorporated by reference), the following words have the following meanings unless otherwise indicated:

- (a) “Applicable Legislation” means the Securities Legislation Applicable to the Issuer (as defined on page 5) and all legislation incorporated in the definition of this term in other parts of the Subscription Agreement, together with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by the Commissions;
- (b) “Closing” means the completion of the sale and purchase of the Purchased Securities;
- (c) “Closing Date” has the meaning assigned in the Terms;
- (d) “Commissions” means the Commissions with Jurisdiction over the Issuer (as defined on page 5) and the securities commissions incorporated in the definition of this term in other parts of the Subscription Agreement;
- (e) “Final Closing” means the last closing under the Private Placement;
- (f) “General Provisions” means those portions of the Subscription Agreement headed “General Provisions” and contained on pages 16 to 23,
- (g) “Private Placement” means the offering of the Purchased Securities on the terms and conditions of this Subscription Agreement;
- (h) “Purchased Securities” has the meaning assigned in the Terms;
- (i) “Regulatory Authorities” means the Commissions ;
- (j) “Securities” has the meaning assigned in the Terms;
- (k) “Subscription Agreement” means the first (cover) page, the Terms on pages 3 to 5, the General Provisions 16 to 23, and the other schedules and appendixes incorporated by reference; and
- (l) “Terms” means those portions of the Subscription Agreement headed “Terms” and contained on pages 3 to 5.

1.2 In the Subscription Agreement, unless otherwise specified, all references to dollar amounts are to Canadian dollars.

1.3 In the Subscription Agreement, other words and phrases that are capitalized have the meaning assigned in the Subscription Agreement.

2. REPRESENTATIONS AND WARRANTIES OF PURCHASER

2.1 Acknowledgements concerning offering

The Purchaser acknowledges that:

- (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (b) there is no government or other insurance covering the Securities;
- (c) there are risks associated with the purchase of the Securities;
- (d) there are restrictions on the Purchaser's ability to resell the Securities and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with them before selling the Securities;
- (e) the Issuer has advised the Purchaser that the Issuer is relying on an exemption from the requirements to provide the Purchaser with a prospectus and to sell securities through a person registered to sell securities under the Applicable Legislation and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Applicable Legislation, including statutory rights of rescission or damages, will not be available to the Purchaser;
- (f) no prospectus has been filed by the Issuer with the Commissions in connection with the issuance of the Purchased Securities, the issuance is exempted from the prospectus and registration requirements of the Applicable Legislation and:
 - (i) the Purchaser is restricted from using most of the civil remedies available under the Applicable Legislation;
 - (ii) the Purchaser may not receive information that would otherwise be required to be provided to the Purchaser under the Applicable Legislation; and
 - (iii) the Issuer is relieved from certain obligations that would otherwise apply under the Applicable Legislation;

2.2 Representations by all purchasers

The Purchaser represents and warrants to the Issuer that, as at the Agreement Date and at the Closing:

- (a) the Purchaser, if a resident of Canada, complies with one of the following:
 - (i) the Purchaser is purchasing as principal and meets the definition of "accredited investor" as such term is defined under National Instrument 45-106 Prospectus and Registration Exemptions and has completed and signed the Accredited Investor Form, Schedule "A", which begins on page 6;
 - (ii) the Purchaser is purchasing as principal and meets the definitions set out for the "Family, Friends and Business Associate" exemption as such terms are defined in relation to section 2.5 under National Instrument 45-106 and has completed and signed the , Schedule "B", which begins on page 6;

(iii) The Purchaser has received an Offering Memorandum, has executed Schedule “C” (twice) and:

(A) If a resident of British Columbia, New Brunswick, Nova Scotia and Newfoundland and Labrador, the Purchaser is purchasing the security as principal and, at the same time or before the Purchaser signs the agreement to purchase the security has received the offering memorandum; or

(B) If a resident of Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec and Saskatchewan, the purchaser purchases the security as principal, the purchaser is an “eligible investor” (as defined below) or the acquisition cost to the purchaser does not exceed \$10 000, at the same time or before the purchaser signs the agreement to purchase the security, has received the offering memorandum, and “eligible investor” means (a) a person whose (i) net assets, alone or with a spouse, in the case of an individual, exceed \$400 000, (ii) net income before taxes exceeded \$75 000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or (iii) net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125 000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, (b) a person of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors, (c) a general partnership of which all of the partners are eligible investors, (d) a limited partnership of which the majority of the general partners are eligible investors, (e) a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are eligible investors, (f) an accredited investor, (g) a person described in section 2.5 of NI 45-106 [Family, friends and business associates], or (h) a person that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser; or

(iv) the Purchaser is purchasing as principal and has purchased that number of Purchased Securities having an acquisition cost of not less than \$150,000;

(b) to the best of the Purchaser’s knowledge, the Securities were not advertised;

(c) no person has made to the Purchaser any written or oral representations:

(i) that any person will resell or repurchase the Securities;

(ii) that any person will refund the purchase price of the Purchased Securities;

(iii) as to the future price or value of any of the Securities; or

(iv) that any of the Securities will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Securities for trading on any stock exchange;

(d) the Purchaser is, unless a disclosed director, officer or control person, at arm’s length (as that term is customarily defined) with the Issuer;

(e) the Purchaser (or others for whom it is contracting hereunder) has been advised to consult its own legal and tax advisors with respect to applicable resale restrictions and tax considerations, and it (or others for whom it is contracting hereunder) is solely responsible for compliance with applicable resale restrictions and applicable tax legislation;

- (f) the Purchaser has no knowledge of a “material fact” or “material change” (as those terms are defined in the Applicable Legislation) in the affairs of the Issuer that has not been generally disclosed to the public, except knowledge of this particular transaction;
- (g) the offer made by this subscription is irrevocable (subject to the Purchaser’s right to withdraw the subscription and to terminate the obligations as set out in this Subscription Agreement) and requires acceptance by the Issuer and approval of the Exchange;
- (h) the Purchaser has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant to the Subscription Agreement and, if the Purchaser is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been given to authorize execution of this Subscription Agreement on behalf of the Purchaser;
- (i) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Purchaser or of any agreement, written or oral, to which the Purchaser may be a party or by which the Purchaser is or may be bound;
- (j) this Subscription Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser;
- (k) the Purchaser has been independently advised as to the applicable UNLIMITED hold period imposed in respect of the Securities by securities legislation in the jurisdiction in which the Purchaser resides and the rules of the Issuer and confirms that no representation has been made respecting the applicable hold periods for the Securities and is aware of the risks and other characteristics of the Securities and of the fact that the Purchaser may not be able to resell the Securities except in accordance with the applicable securities legislation and regulatory policies;
- (l) the Purchaser is capable of assessing the proposed investment as a result of the Purchaser’s financial and business experience or as a result of advice received from a registered person other than the Issuer or any affiliates of the Issuer;
- (m) if required by applicable securities legislation, policy or order or by any securities commission, or other regulatory authority, the Purchaser will execute, deliver, file and otherwise assist the Issuer in filing such reports, undertakings and other documents with respect to the issue of the Securities as may be required; and
- (n) the Purchaser acknowledges that certain persons may receive a commission from the Issuer in connection with this Private Placement.
- (o) the Purchaser is not, unless disclosed in writing to the Issuer, a “control person” of the Issuer as defined in the Applicable Legislation, will not become a “control person” by virtue of this purchase of any of the Securities, and does not intend to act in concert with any other person to form a control group of the Issuer;
- (p) the offer was not made to the Purchaser when he was in the United States and at the time the Purchaser’s buy order was made, the Purchaser was outside the United States;
- (q) the Purchaser is not and will not be purchasing Shares for the account or benefit of any U.S. Person;
- (r) if the Purchaser, or any beneficial purchaser for whom it is acting, is not a person resident in Canada, the subscription for the Shares by the Purchaser, or such beneficial purchaser, does not contravene any of the applicable securities legislation in the jurisdiction in which the Purchaser or such beneficial purchaser resides and does not give rise to any obligation of the Issuer to prepare

and file a prospectus or similar document or to register the Shares or to be registered with or to file any report or notice with any governmental or regulatory authority;

(s) the Purchaser is not a person created or used solely to purchase or hold securities in order to comply with an exemption to the prospectus requirements of Applicable Legislation;

(t) if the Purchaser is:

(i) a corporation, the Purchaser is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Purchased Securities as contemplated herein and to carry out and perform its covenants and obligations under the terms of this Subscription Agreement;

(ii) a partnership, syndicate or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or

(iii) an individual, the Purchaser has the legal capacity and competence to enter into and to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder;

(u) if the Purchaser is a resident of an International Jurisdiction (which is defined herein to mean a country other than Canada or the United States), then the Purchaser on its own behalf and, if applicable on behalf of others for whom it is hereby acting that:

(i) the Purchaser is knowledgeable of, or has been independently advised as to, the International Securities Laws (which is defined herein to mean, in respect of each and every offer or sale of Purchased Securities, any securities laws having application to the Purchaser and the Private Placement other than the laws of Canada and the United States and all regulatory notices, orders, rules, regulations, policies and other instruments incidental thereto) which would apply to this subscription, if any;

(ii) the Purchaser is purchasing the Purchased Securities pursuant to an applicable exemption from any prospectus, registration or similar requirements under the International Securities Laws of that International Jurisdiction, or, if such is not applicable, the Purchaser is permitted to purchase the Purchased Securities under the International Securities Laws of the International Jurisdiction without the need to rely on exemptions;

(iii) the subscription by the Purchaser does not contravene any of the International Securities Laws applicable to the Purchaser and the Issuer and does not give rise to any obligation of the Issuer or the Agent to prepare and file a prospectus or similar document or to register the Securities or to be registered with any governmental or regulatory authority;

(iv) the International Securities Laws do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;

(v) the Securities are being acquired for investment purposes only and not with a view to resale and distribution, and the distribution of the Securities to the Purchaser by the Issuer complies with all International Securities Laws;

(v) the funds representing the aggregate subscription price for the Purchased Securities which will be advanced by the Purchaser hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the Purchaser acknowledges that the Issuer may in the future be required by law to disclose the Purchaser's

name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to such Act. To the best of its knowledge: (a) none of the subscription funds to be provided by the Purchaser (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser; and (b) the Purchaser shall promptly notify the Issuer and the Agent if the Purchaser discovers that any of such representations ceases to be true, and to provide the Issuer and the Agent with appropriate information in connection therewith.

2.3

Reliance, indemnity and notification of changes

The representations and warranties in the Subscription Agreement (including the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 16 to 23, and the other schedules and appendixes incorporated by reference) are made by the Purchaser with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of Purchased Securities, and the Purchaser hereby agrees to indemnify the Issuer against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Purchaser undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Purchaser set forth in the Subscription Agreement (including the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 16 to 23, and the other schedules and appendixes incorporated by reference) which takes place prior to the Closing.

2.4

Survival of representations and warranties

The representations and warranties contained in this Section will survive the Closing.

3.

REPRESENTATIONS AND WARRANTIES OF THE ISSUER

3.1

The Issuer warrants and represents that:

- (a) the Issuer and its material subsidiaries, if any, are valid and subsisting cooperatives duly incorporated and in good standing under the laws of the jurisdictions in which they are incorporated, continued or amalgamated;
- (b) the Issuer and its material subsidiaries, if any, are duly registered and licensed to carry on business or own property in the jurisdictions in which they carry on business or own property where so required by the laws of that jurisdiction;
- (c) the Issuer will reserve or set aside sufficient common shares in its treasury to issue the Shares,
- (d) the issue and sale of the Securities by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of its incorporating documents or any agreement or instrument to which the Issuer is a party;
- (e) neither the Issuer or its subsidiaries, if any, is a party to any actions, suits or proceedings which could materially affect its business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened;
- (f) there are no judgments against the Issuer or any of its subsidiaries, if any, which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer or any of its subsidiaries, if any, is subject;

(g) this Agreement has been duly authorized by all necessary corporate action on the part of the Issuer

4.

CLOSING

4.1 The Purchaser acknowledges that, although Purchased Securities may be issued to other purchasers under the Private Placement concurrently with the Closing, there may be other sales of Purchased Securities under the

Private Placement, some or all of which may close before or after the Closing. The Purchaser further acknowledges that there is a risk that insufficient funds may be raised on the Closing to fund the Issuer's objectives, and that further closings may not take place after the Closing.

4.2

On or before the end of the fifth business day before the Closing Date, the Purchaser will deliver to the Issuer the Subscription Agreement and all applicable schedules and required forms, duly executed, and payment in full for the total price of the Purchased Securities to be purchased by the Purchaser, by wire transfer, certified funds or bank drafts.

4.3 The Purchaser's obligation to complete the purchase and sale of the Purchased Securities shall be subject to the following conditions:

(a) the representations and warranties made by the Issuer in this Subscription Agreement shall be true and correct as of the Closing Date (except for representations and warranties that speak as of a specific date) and the covenants of the Issuer shall have been performed, satisfied and complied with, where applicable, on or before the Closing Date;

(b) the Issuer shall have delivered to the Purchaser, or to the direction of the Purchaser, the following items:

(i) a copy of this Subscription Agreement duly executed by the Issuer.

5.

MISCELLANEOUS

5.1 The Purchaser agrees to sell, assign or transfer the Securities only in accordance with the requirements of applicable securities laws and the rules and incorporating documents of the Issuer and any legends placed on the Securities as contemplated by the Subscription Agreement.

5.2 The Purchaser hereby authorizes the Issuer to correct any errors in, or complete any minor information missing from any part of the Subscription Agreement and any other schedules, forms, certificates or documents executed by the Purchaser and delivered to the Issuer in connection with the Private Placement.

5.3 The Issuer may rely on delivery by fax machine of an executed copy of this subscription, and acceptance by the Issuer of such faxed copy will be equally effective to create a valid and binding agreement between the Purchaser and the Issuer in accordance with the terms of the Subscription Agreement.

5.4 Without limitation, this subscription and the transactions contemplated by this Subscription Agreement are conditional upon and subject to the Issuer's having obtained such regulatory approval of this subscription and the transactions contemplated by this Subscription Agreement as the Issuer considers necessary.

5.5 This Subscription Agreement is not assignable or transferable by the parties hereto without the express written consent of the Issuer to this Subscription Agreement.

5.6 Time is of the essence of this Subscription Agreement and will be calculated in accordance with the provisions of the Interpretation Act (British Columbia).

5.7 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for in this Subscription Agreement, this Subscription Agreement contains the entire agreement between the parties with respect to the Securities and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer or by anyone else.

5.8 The parties to this Subscription Agreement may amend this Subscription Agreement only in writing.

5.9 This Subscription Agreement enures to the benefit of and is binding upon the parties to this Subscription Agreement and their successors and permitted assigns.

5.10 A party to this Subscription Agreement will give all notices to or other written communications with the other party to this Subscription Agreement concerning this Subscription Agreement by hand or by registered mail addressed to the address given on page 1.

5.11 This Subscription Agreement is to be read with all changes in gender or number as required by the context.

5.12 This Subscription Agreement will be governed by and construed in accordance with the internal laws of British Columbia (without reference to its rules governing the choice or conflict of laws), and the parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute related to this Subscription Agreement.

