

**SUBSCRIPTION AGREEMENT  
FOR CANADIAN RESIDENTS  
BMG BULLIONFUND**

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This is a subscription for **Class E9 Units** in the capital of  
BMG BullionFund, a mutual fund trust formed under the laws of Ontario, Canada

**ALL SALES OF UNITS ARE MADE IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AND QUALIFICATION UNDER LAWS APPLICABLE TO THE SUBSCRIBER OR SUBSCRIBER'S JURISDICTION OF RESIDENCE. THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH ANY REGULATORY AUTHORITY OF ANY JURISDICTION OTHER THAN CERTAIN JURISDICTIONS IN CANADA. THE UNITS HAVE NOT BEEN APPROVED BY ANY REGULATORY AUTHORITY, NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS SUBSCRIPTION AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

**THIS SUBSCRIPTION AGREEMENT** (the "**Subscription Agreement**") is made and entered into on the date specified on the execution page hereof between the undersigned subscriber ("**Subscriber**"), and BMG BullionFund, a trust established under the laws of Ontario, Canada (the "**Fund**"). All capitalized terms used in this Subscription Agreement not defined herein shall have the meaning set forth in the Confidential Offering Memorandum dated April 30, 2009 and Simplified Prospectus (collectively the "**Memorandum**"), copies of which have been provided to Subscriber. Copies of the Fund's most recent Financial Statements and Management Report of Fund Performance are available upon request or on the website at [www.bmginc.ca](http://www.bmginc.ca).

**1. Subscription.** Subscriber hereby subscribes to purchase that number of Class E9 Units in the capital of the Fund designated on the execution page of this Subscription Agreement (the "**Units**") for the aggregate price designated on the execution page of this Subscription Agreement (the "**Purchase Price**"). This Subscription Agreement is irrevocable by Subscriber but may be declined by Bullion Management Services Inc. (the "**Manager**") in its sole discretion, in whole or in part, and nothing stated herein shall be construed as a promise by the Fund to issue any Units subscribed for herein.

**2. Offering.** The Units are offered by the Fund through Bullion Marketing Services Inc., the Fund's distributor. Additional Units may be offered and sold to additional subscribers from time to time for an indefinite period. The number of Units that may be sold is not subject to any limitation. Future sales of Units may not be deemed part of the offering effected hereby.

**3. Terms of Purchase.** Payment for the Units shall be made by certified cheque or bank draft payable to "BMG BullionFund" or by bank wire transfer in accordance with the wire instructions on Schedule "B" hereto (without deduction of bank service charges or otherwise). The entire subscription price for all Units must be paid at the time of subscription. The price per Unit at which the Units will be sold will be the Net Asset Value per Unit (as determined below) at the time of confirmation of trade after the date of acceptance and execution by the Manager of this Subscription Agreement (the "**Issuance Date**"). The number of Units issuable to Subscriber pursuant to this Subscription Agreement shall equal

April 30, 2009

**BULLION MANAGEMENT GROUP INC.**

**SUBSCRIPTION AGREEMENT**  
(Canadian residents)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from BULLION MANAGEMENT GROUP INC. (the “**Corporation**”) that number of common shares in the capital of the Corporation (each a “**Share**”) set forth below. The Shares are sometimes hereinafter referred to as the “**Securities**”. The Subscriber agrees to be bound by the terms and conditions set forth in the attached “Terms and Conditions of Subscription” including without limitation the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Issuer may rely upon the Subscriber’s representations, warranties and covenants contained in such documents. This Offering is made pursuant to a confidential offering memorandum dated April 30, 2009 (the “**Offering Memorandum**”).

*Please print all information (other than signatures), as applicable, in the space provided below*

<b>Account Registration Information</b>	<b>Subscription Cost</b>
Name of Subscriber:	Number of Shares:
Social Insurance Number:	Cost per Share (including commission): \$2.00
Or	Aggregate Subscription cost: \$
Company/Trust Name:	<b>Delivery Instructions</b>
Name of authorized person:	<input type="radio"/> Same as above
Official Capacity or Title:	or
Mailing address:	Name:
	Mailing address:
City: Province:	City: Province:
Postal Code: Country:	Postal Code: Country:
Telephone Number:	Telephone Number:
Email Address:	Email Address:
<b>Signatures</b>	
Subscriber’s Signature	Print Subscriber’s Name
Witness' Signature	Print Witness' Name

The Corporation hereby accepts the subscription for Shares as set forth on the face page of this Subscription Agreement on the terms and conditions contained in the Subscription Agreement (including all applicable schedules) this day of \_\_\_\_\_, 2009.

BULLION MANAGEMENT GROUP INC.

Per: \_\_\_\_\_  
Authorized Signing Officer

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR  
SUBSCRIPTION UNITS OF THE BMG BULLIONFUND and  
BULLION MANAGEMENT GROUP INC.**

The Subscriber understands that the Issuer intends to offer up to approximately 1,000 Shares to accredited investors. The Subscriber understands that, upon acceptance by the Issuer of this Subscription Agreement, this Subscription Agreement will constitute a binding obligation of the Subscriber, subject to the terms and conditions contained herein.

**ARTICLE 1 - INTERPRETATION**

**1.1 Definitions**

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to it as follows:

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto are not open for business.

“**Closing**” shall have the meaning ascribed to such term in Section 4.1.

“**Closing Date**” means September 30, 2009 or such other place or date or time as the Corporation may specify.

“**Closing Time**” shall have the meaning ascribed to such term in Section 4.1.

“**Control Person**” means a person, company or combination of persons or companies described in the provisions of securities legislation listed in Appendix A to National Instrument 45-102 – *Resale of Securities*;

“**Corporation**” means BULLION MANAGEMENT GROUP INC. and includes any successor corporation to or of the Corporation.

“**Issuer**” means BULLION MANAGEMENT GROUP INC.

“**Offering**” means the offering of Shares pursuant to the Offering Memorandum.

“**Offering Memorandum**” means the confidential offering memorandum dated April 30, 2009.

“**person**” means any individual (whether acting as an executor, trustee, administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning.

“**Public Record**” means all information filed on public record pursuant to Securities Laws, including without limitation, any information filed on SEDAR;

“**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces and territories of Canada and the applicable policy statements issued by the securities regulators in each of the provinces and territories of Canada.

“**Share**” shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

“**Subscriber**” means the subscriber for Shares as set out on the face page of this Subscription Agreement.

“**Subscription Agreement**” means this subscription agreement (including any schedules hereto) and any instrument amending this Subscription Agreement; “**hereof**”, “**hereto**”, “**hereunder**”, “**herein**” and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression “**Article**” or “**Section**” followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

“**Subscription Cost**” shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“**U.S. Person**” as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

“**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended.

## **1.2 Gender and Number**

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

## **1.3 Currency**

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol “\$”, are expressed in Canadian dollars.

## **1.4 Subdivisions, Headings and Table of Contents**

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

# **ARTICLE 2 - SCHEDULES**

## **2.1 Description of Schedules**

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule “A” - Subscriber Certificate

Schedule “B” - Wire Instructions

## **ARTICLE 3 - SUBSCRIPTION AND DESCRIPTION OF INVESTMENT UNITS**

### **3.1 Subscription for Shares**

The Subscriber hereby confirms its irrevocable subscription for an offer to purchase the Shares on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Cost which is payable as described in Article 4. The Subscriber will take up, purchase and pay for the Subscriber's Shares at the Closing upon acceptance of this offer by the Issuer and the satisfaction by the Issuer, or waiver by the Subscriber, of the conditions set out herein.

### **3.2 Acceptance and Rejection of Subscription by the Corporation**

The Subscriber acknowledges and agrees that the Issuer reserve the right, in their absolute discretion, to reject this subscription for Shares, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Issuer representing the Subscription Cost will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Cost for that portion of the subscription for the Shares which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

### **3.3 Issued Capital of the Corporation Subject to Change**

The Subscriber acknowledges and agrees that the Issuer reserves the right, in its absolute discretion, to issue during the term of this Offering and thereafter, common shares or other securities in its capital at such prices and upon such terms as it may consider necessary or advisable, and that such terms may be more favourable or less favourable than those provided for in this Offering.

## **ARTICLE 4 - CLOSING**

### **4.1 Closing**

Delivery and sale of the Shares and payment of the Subscription Cost will be completed (the "**Closing**") at the offices of the Issuer at 10:00 a.m. Toronto time (the "**Closing Time**") on the Closing Date. If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement have been complied with, the Subscriber shall deliver to the Issuer its completed Subscription Agreement and payment of its Subscription Cost against delivery by the Issuer of a certificate or other evidence representing the Shares subscribed for. If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than delivery by the Issuer to the Subscriber of evidence of issuance) have not been complied with, the Issuer and the Subscriber will have no further obligations under this Subscription Agreement.

### **4.2 Conditions of Closing**

The Subscriber acknowledges and agrees that the obligations of the Issuer hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

- (a) payment by the Subscriber of the Subscription Cost by certified cheque, bank draft or other acceptable electronic means in Canadian dollars;
- (b) the Subscriber having properly completed, signed and delivered this Subscription Agreement to the Corporation;

- (c) the Subscriber having properly completed, signed and delivered Schedule "A" (accredited investor certificate);
- (d) the Issuer accepting this subscription, in whole or in part;
- (e) the offer, sale and issuance of the Securities being exempt from the prospectus and registration requirements of Securities Laws;
- (f) the Subscriber executing and delivering to the Issuer all reports, undertakings or other documents required under Securities Laws in connection with the offer, sale and issuance of the Securities to the Subscriber;
- (g) the closing conditions contained herein being satisfied or waived by the relevant party; and
- (h) all documentation relating to the offer, sale and issuance of the Securities being in form and substance satisfactory to the Issuer.

## **ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE ISSUER**

### **5.1 Representations and Warranties of the Issuer**

By execution of this Subscription Agreement, the Corporation hereby agrees with the Subscriber that the Subscriber shall have the benefit of the representations and warranties made by the Corporation as set forth herein. Such representations and warranties shall form an integral part of this Subscription Agreement and shall survive the closing of the purchase and sale of the Shares and shall continue in full force and effect for the benefit of the Subscriber. The Corporation hereby represents and warrants to and with the Subscriber that as at the date hereof:

(a) the Corporation is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and authorizations necessary or required to carry on its business as now conducted and to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up, and the Corporation has all requisite power and authority to enter into this agreement and to carry out its obligations hereunder;

(b) the Corporation holds all requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects except where the failure to hold such licences, registrations, qualifications, permits and consents would not have a material adverse effect on the Corporation taken as a whole;

(c) all consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of this Subscription Agreement and the issuance of the Shares and the communication of the transaction contemplated hereby, have been made or obtained, as applicable, provided that the Corporation must file, any applicable reports of trade along with the applicable filing fee and/or fee checklist, if any;

(d) as at the date of the Offering Memorandum, the authorized capital of the Corporation consisted of an unlimited number of common shares and an unlimited number of convertible preference shares. There were 25,012,074 common shares issued and outstanding and 4,000,000 convertible preference shares issued and outstanding. In addition there were 2,382,000 investor warrants issued and outstanding, and 11,222,765 common share options issued and outstanding. Also, there were

3,283,465 common share options allocated but not issued or vested. The exercise price of all warrants and options is less than or equal to the issue price per Share under this Offering;

(e) no legal or governmental proceedings are pending to which the Corporation is a party or to which its property is subject that would result individually or in the aggregate in any material adverse change in the operation, business or condition of the Corporation and to the best of the Corporation's knowledge no such proceedings have been threatened against or are contemplated with respect to the Corporation or their respective properties;

(f) the Corporation is conducting its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on business and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a material adverse effect on the Corporation.

## **ARTICLE 6 - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER**

### **6.1 Acknowledgements, Representations, Warranties and Covenants of the Subscriber**

The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder, hereby represents and warrants to, and covenants with, the Issuer as follows and acknowledges that the Issuer is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) The Subscriber is a resident in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not used solely for the purpose of acquiring the Securities.

(b) The Subscriber has properly completed, executed and delivered to the Issuer (dated as of the date hereof) Schedule "A" and the information contained therein is true and correct.

(c) The representations, warranties and covenants contained in the applicable Schedules will be true and correct both as of the date of execution of this Subscription Agreement and as of the Closing Time.

(d) The Subscriber or any person for whom it is acting is neither a U.S. Person nor subscribing for the Securities for the account of a U.S. Person or for resale in the United States and the Subscriber confirms that the Securities have not been offered to the Subscriber in the United States and that this Subscription Agreement has not been signed in the United States.

(e) Neither the Subscriber nor any person for whom it is acting will offer, sell or otherwise dispose of the Securities in the United States or to a U.S. Person unless each Issuer has consented to such offer, sale or distribution and such offer, sale or disposition is made in accordance with an exemption from the registration requirements under the U.S. Securities Act and the securities laws of all applicable states of the United States or the U.S. Securities and Exchange Commission has declared effective a registration statement in respect of such securities.

(f) The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Securities and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.

(g) The Subscriber is subscribing for the Securities as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws) and not with a view to resale or distribution of all or any of the Securities.

(h) In the case of a subscription for the Securities by the Subscriber acting as trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of each such principal, each of whom is subscribing as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of any of the Securities, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, such principal, and the Subscriber acknowledges that the Issuer may be required by law to disclose the identity of each principal for whom the Subscriber is acting.

(i) In the case of a subscription for the Securities by the Subscriber acting as principal, this Subscription Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement is enforceable in accordance with its terms against the Subscriber.

(j) If the Subscriber is:

- (i) a corporation, the Subscriber 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 Securities as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement;
- (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber 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 Subscriber is of the full age of majority and is legally competent to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.

(k) The Subscriber is not, with respect to the Issuer or any of its affiliates, a Control Person.

(l) If required by applicable Securities Laws or the Corporation, the Subscriber will execute, deliver and file or assist the Issuer in filing such reports, undertakings and other documents with respect to the issue of the Securities as may be required by any securities commission, stock exchange or other regulatory authority.

(m) There are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling any of the Securities. The Subscriber will comply with all Securities Laws concerning the subscription, purchase, holding and resale of any of the Securities and will consult with its legal advisers with respect to complying with resale restrictions under Securities Laws with respect to the Securities.

(n) The Subscriber has been advised to consult its own legal advisors with respect to trading in the Securities and with respect to the resale restrictions imposed by the Securities Laws of the province or territory in which the Subscriber resides and the Subscriber is solely responsible (and the Corporation is not in any way responsible) for compliance with applicable resale restrictions and the

Subscriber is aware that it may not be able to resell such Securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.

(o) Other than the Offering Memorandum, the Subscriber has not received or been provided with a prospectus, offering memorandum, within the meaning of the Securities Laws, or any sales or advertising literature in connection with the Offering and the Subscriber's decision to subscribe for the Securities was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to fact made by or on behalf of the Issuer. The Subscriber's decision to subscribe for the Securities was based solely upon the Offering Memorandum and information about the Issuer which is publicly available.

(p) The Subscriber is not purchasing Securities with knowledge of material information concerning the Issuer which has not been generally disclosed.

(q) No person has made any written or oral representations:

- (i) that any person will resell or repurchase the Securities;
- (ii) that any person will refund the Subscription Cost; or
- (iii) as to the future price or value of the Securities.

(r) The subscription for the Securities has not been made through or as a result of, and the distribution of the Securities is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation.

(s) There are risks associated with the purchase of and investment in the Securities and the Subscriber is knowledgeable, sophisticated and experienced in business and financial matters and is capable of evaluating the merits and risks of an investment in the Securities, fully understands the restrictions on resale of the Securities and is able to bear the economic risk of losing its entire investment in the Securities.

(t) None of the funds being used to purchase the Securities are proceeds obtained or derived directly or indirectly as a result of illegal activities or are related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction. The funds being used to purchase the Securities which will be advanced by the Subscriber to the Issuer hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to that or similar legislation. To the best of its knowledge none of the funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber agrees to promptly notify the Issuer if the Subscriber discovers that any of such representations cease to be true, and to provide the Issuer with appropriate information in connection therewith.

(u) The Subscriber has not received, nor does it expect to receive any financial assistance from the Issuer, directly or indirectly, in respect of the Subscriber's purchase of Securities.

## **6.2 Acknowledgments of the Subscriber**

The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder, acknowledges and agrees as follows:

(a) The Subscriber has received a copy of the Offering Memorandum setting out the principal terms of the Offering.

(b) No securities commission, agency, governmental authority, regulatory body, stock exchange or other regulatory body has reviewed or passed on the merits of any of the Securities.

(c) The Securities shall be subject to statutory resale restrictions under the Securities Laws of the province or territory in which the Subscriber resides and under other applicable securities laws, and the Subscriber covenants that it will not resell the Securities except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and the Issuer is not in any way responsible) for such compliance.

(d) The certificates representing the Shares, will bear, as of the Closing Date, legends substantially in the following form and with the necessary information inserted:

THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE <INSERT DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER CLOSING DATE>.

“WITHOUT PRIOR WRITTEN APPROVAL OF <INSERT APPLICABLE STOCK EXCHANGE, IF ANY> AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL <INSERT DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER CLOSING DATE>.”

(e) The Subscriber shall execute, deliver, file and otherwise assist the Issuer with filing all documentation required by the applicable Securities Laws to permit the subscription for the Securities.

(f) The Issuer is relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Securities pursuant to such exemption, certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber.

(g) The Securities are being offered pursuant to an exemption from the registration requirements of the U.S. Securities Act pursuant to Regulation S promulgated thereunder. The Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to U.S. Persons unless registered under such act or an exemption from the registration requirements of such act is available.

(h) The Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement. The Subscriber is not relying on the Issuer or counsel to any of them in this regard.

(i) There is no government or other insurance covering the Securities.

(j) There are risks associated with the purchase of the Securities.

(k) The Issuer may complete additional financings in the future in order to develop the business of the Issuer and fund their ongoing development, and such future financings will have a dilutive effect on current security holders of the Issuer, including the Subscriber, and there is no assurance that such financing will be available, on reasonable terms or at all, and if not available, the Issuer may be unable to fund their ongoing development.

### **6.3 Reliance on Representations, Warranties, Covenants and Acknowledgements**

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Issuer in determining the Subscriber's eligibility (and, if applicable, the eligibility of others for whom the Subscriber is contracting hereunder) to purchase the

Securities under Securities Laws. The Subscriber further agrees that by accepting the Securities, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time and that they shall survive the purchase by the Subscriber of the Securities and shall continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of any of the Securities.

#### **6.4 Subscriber Indemnity**

The Subscriber agrees to indemnify and hold harmless the Issuer and their directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Issuer in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Issuer in connection herewith

### **ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

#### **7.1 Survival of Representations, Warranties and Covenants of the Issuer**

The representations, warranties and covenants of the Issuer contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Subscriber.

#### **7.2 Survival of Representations, Warranties and Covenants of the Subscriber**

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation with respect thereto, shall continue in full force and effect for the benefit of the Corporation.

### **ARTICLE 8 - SECURITIES COMMISSION**

#### **8.1 Collection of Personal Information**

The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact the Issuer is collecting the Subscriber's personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Issuer retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact the Issuer may be required by Securities Laws, stock exchange rules, and IDA rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself.

If the Subscriber is a resident of Ontario, the Subscriber acknowledges that the Subscriber's personal information may be delivered to the Ontario Securities Commission and is thereby being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation for the purposes of administration and enforcement of the securities legislation of Ontario. The public official in Ontario who can answer questions about the Ontario Securities

Commission's indirect collection of personal information is: Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 5520, Queen Street West, Toronto, Ontario, M5H 3S8, Telephone (416) 593-8086.

## **8.2 Further Assurances**

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

## **8.3 Notices**

(a) Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by facsimile with confirmation of transmission to such party, as follows:

- (i) in the case of the Issuer, to its then registered address in Ontario;
- (ii) in the case of the Subscriber, at the address specified on the face page hereof.

(b) Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

(c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

## **8.4 Time of the Essence**

Time shall be of the essence of this Subscription Agreement and every part hereof.

## **8.5 Applicable Law**

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.

## **8.6 Entire Agreement**

This Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this

Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

### **8.7 Counterparts**

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original or faxed form and the parties adopt any signature received by a receiving fax machine as original signatures of the parties.

### **8.8 Assignment**

This Subscription Agreement may not be assigned by any party except with the prior written consent of the other parties hereto.

### **8.9 Enurement**

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

### **8.10 Going Public -- Power of Attorney**

The Subscriber hereby appoints the President of the Corporation to be its true and lawful attorney and agent (the "**Attorney**") for it and in its name and stead, with full power of substitution, to do and perform any of the acts and things and to execute any agreements, instruments and other documents necessary or desirable in the opinion of the Attorney to be completed or executed by the Subscriber in its capacity as a shareholder of the Corporation, and to exercise all rights and privileges as the Attorney shall in his discretion consider necessary or advisable, in connection with all or any of the following events:

(a) the entry into by the Subscriber of any document requested by the Corporation in order to complete a transaction which would allow for the Shares to become listed on a recognized stock exchange (a "**Going Public Transaction**"), including, without limitation, share exchange agreements, shareholder resolutions and escrow agreements;

(b) the transfer of all Shares then held by the Subscriber in exchange for common shares of another company in connection with the completion of a Going Public Transaction;

(c) any thing or matter capable of being done by the Subscriber in its capacity as a shareholder of the Corporation in order to effect (or otherwise for the purposes of or in connection with) a Going Public Transaction; and

(d) the entry into by the Shareholder of such form of shareholders agreement as may be approved by the directors of the Corporation and the holders of at least two-thirds of the then outstanding common shares, in their sole and unfettered discretions, providing for the mandatory sale of all Shares then held by the Subscriber in the event of a bona fide third party offer to acquire a controlling interest in the Corporation for consideration consisting of cash or other securities or any combination thereof.

The Subscriber hereby authorizes its Attorney to deliver any and all documents executed by its Attorney on its behalf and does hereby ratify as valid with full force and effect all and whatever its Attorney shall do or cause to be done in good faith pursuant to this Power of Attorney and to indemnify its Attorney and to keep its Attorney indemnified against all claims, losses, liabilities, actions, demands, costs and expenses which its Attorney may suffer as a result of or in connection with anything lawfully done by virtue of this Power of Attorney. The Subscriber hereby authorizes the delivery of this document or a

copy thereof to any person who requires the same in connection with the Going Public Transaction and any related matters.

The Subscriber hereby declares that this Power of Attorney shall endure and, notwithstanding the provisions of the *Substitute Decision Act*, 1992, agrees that it will not revoke this Power of Attorney until, and this Power of Attorney shall automatically terminate upon, the earlier of (i) the day on which the Going Public Transaction has been completed, and (ii) 24 calendar months from the date hereof. Any third party shall be entitled to rely upon this Power of Attorney and the authority granted hereunder to its Attorney unless and until receipt of written notification of the revocation or other termination of this Power of Attorney and the Subscriber hereby confirms that its exercise from time to time of any powers hereby conferred shall not, of itself, be deemed to be a revocation. Any provision of this Power of Attorney which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Power of Attorney, all without affecting the remaining provisions of this Power of Attorney.

#### **8.11 Language**

Each of the Corporation and the Subscriber hereby acknowledges that it has consented and requested that all documents evidencing or relating in any way to the Offering, the Securities and this Subscription Agreement be drawn up in the English language only. Les parties reconnaissent par les présentes avoir consenti et demandé que tous les documents faisant foi ou se rapportant de quelque manière aux unités et à la présente convention de souscription soient rédigés en anglais seulement.

## SCHEDULE "A"

### SUBSCRIBER CERTIFICATE

**TO: BULLION MANAGEMENT GROUP INC. (the "Issuer")**

Reference is made to the subscription agreement between the Issuer and the undersigned (referred to herein as the "Subscriber") dated as of the date hereof (the "Subscription Agreement"). Upon execution of this Subscriber Certificate by the Subscriber, this Subscriber Certificate shall be incorporated into and form a part of the Subscription Agreement.

*Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in National Instrument 45-106 – Prospectus and Registration Exemptions and, if resident of the province of Québec, Regulation 45-106 respecting prospectus and registration exemptions (Québec) (collectively, "NI 45-106") promulgated under the applicable Securities Laws. All monetary references are in Canadian dollars.*

In connection with the purchase of Shares ("Shares") of the Issuer by the Subscriber, the Subscriber represents, warrants and covenants (on its own behalf or, if applicable, on behalf of those for whom the Subscriber is contracting under the Subscription Agreement) and certifies to the Issuer and acknowledges that the Issuer is relying thereon that:

#### General

A. the Subscriber is resident in one of the provinces or territories of Canada and is purchasing as principal for its own account and not for the benefit of any other person, for investment only, and not with a view to the resale or distribution of all or any of the Shares or underlying securities;

#### Prospectus Exemptions

B. one of the following clauses (i) or (ii) applies (**check applicable category**):

- (i) the aggregate acquisition cost of the Shares purchased by the Subscriber is not less than \$150,000 paid in cash at the time of the trade and the Subscriber has not been created or used solely to purchase or hold securities in reliance on this exemption, or
- (ii) the Subscriber is an "**Accredited Investor**", as such term is defined in NI 45-106, and as at the Closing Date, the Subscriber falls within one or more of the following categories checked below:

(a) a person 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 <i>Securities Act</i> (Ontario) or the <i>Securities Act</i> (Newfoundland and Labrador);	<input type="checkbox"/>
(b) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (a).	<input type="checkbox"/>
(c) 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;	<input type="checkbox"/>
(d) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;	<input type="checkbox"/>
(e) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;	<input type="checkbox"/>
(f) 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, and that was not created or used solely to purchase or hold the securities as an accredited investor;	<input type="checkbox"/>
(g) a person in respect of which all of the owners of interests, direct, indirect, or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors.	<input type="checkbox"/>

The foregoing representation is true and accurate as of the date of this certificate and will be true and accurate as of the Closing Date. If any such representation shall not be true and accurate prior to the Closing Date, the undersigned shall give immediate written notice of such fact to the Issuer.

**Note:** *A summary of the meanings of some of the terms used in this Certificate follows:*

Interpretation

For the purposes of this Certificate, the following definitions are included for convenience:

“financial assets” means

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

“person” includes

an individual, a corporation, a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means

liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or liabilities that are secured by financial assets;

“spouse” means,

an individual who is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada) from the other individual, is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or 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)

Dated: \_\_\_\_\_, 2009

\_\_\_\_\_  
Name of Subscriber

\_\_\_\_\_  
Name of Witness (if the Subscriber is an individual)

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
If the Subscriber is a corporation, print name and title of Authorized Signing Officer

**SCHEDULE "B"**

**WIRE INSTRUCTIONS**

**FOR CANADIAN DOLLAR WIRES SENT TO BULLION MANAGEMENT GROUP INC.**

Remit funds to: **ROYCCAT2**  
Royal Bank of Canada,  
Main Branch – Royal Bank Plaza,  
200 Bay Street,  
Toronto, ON M5J 2J5  
Telephone (416) 974-8475

Account with bank: Bank 0003  
Transit 00002  
Account 101-378-8

Beneficiary client: Bullion Management Group Inc.,  
60 Renfrew Drive, Suite 280,  
Markham, ON L3R 0E1  
Telephone (905) 474-1001

Details: Susette Muto,  
Bullion Management Group Inc.,  
Telephone: (905) 474-1001 Ext. 27

the Purchase Price, divided by the Net Asset Value per Unit as of the Issuance Date. Fractional Units may be issued.

For the purposes hereof, Net Asset Value per Unit is determined in Canadian dollars at 4:00 p.m. EST (the “**valuation time**”) on the valuation date and is equal to the assets of the Fund minus its liabilities, divided by the number of Units then outstanding. The liabilities of the Fund on a valuation date include all unpaid expenses of the Fund that have arisen or accrued on or before that valuation date. Gold, silver and platinum bullion will be valued at their fair market value on each valuation date (based on the London PM fix). All assets of the Fund carried in foreign currency will be translated into Canadian currency for valuation purposes as nearly as practicable at the current noon (EST) rate of exchange as reported by any report in common use on the valuation date on which the Net Asset Value per Unit is calculated.

**4. Receipt of Information.** Subscriber acknowledges having received and reviewed the Memorandum.

**5. Fees.** Subscriber acknowledges that the following fees are payable with respect to a purchase of Class E9 Units in the Fund:

- a. An annual management fee of 1.25% of the net asset value of the Units is calculated daily and paid monthly in arrears by the Fund to the Manager in respect of the Units,
- b. a sales charge of 4% is payable by the Subscriber to the qualified agent selling the Units,
- c. an early redemption charge of 3% during the first year, 2% during the second year and 1% during the third year is payable by the Subscriber to the Manager upon redemption.

**6. Reallocation of Units Among Classes.** In the event that from time to time the Subscriber’s holdings in a particular class of the Fund vary from the criteria for inclusion in that class then the Manager shall have the discretion to reallocate the units from that class into another class of units which has criteria that do match, upon 30 days written notice to the Subscriber.

**7. Residency of Subscriber and Withholding.** Subscriber represents and warrants to the Fund that, if an individual, it is a resident of Canada in the jurisdiction specified on the execution page hereof or, if an entity, it is organized in the Canadian jurisdiction specified on the execution page hereof, with a principal place of business in that jurisdiction (the “**Jurisdiction**”). To the extent that in the future the Fund may be obliged under the *Income Tax Act* (Canada) to withhold and remit upon any payments to Subscriber relating to the Units, such obligation and all penalties and interest, if any, relating thereto shall be to Subscriber’s account.

**8. Representations of Subscriber.** Subscriber hereby represents and warrants to the Fund as follows:

(a) Subscriber is eligible to purchase the Units pursuant to an exemption from the prospectus and registration requirements of the applicable securities laws. Subscriber has properly completed, executed and delivered within applicable time periods to the Fund the applicable certificate and forms required herein dated as of the date hereof and the information contained therein is true and correct. The representations, warranties and covenants contained therein will be true and correct both as of the date of execution of this Subscription Agreement and as of the closing time.

(b) Subscriber is acquiring the Units as principal for his, her or its own account, for investment only, and not with a view to, or for sale in connection with, any distribution or resale thereof

within the meaning of the applicable law. Subscriber understands that the Units have not been registered under or qualified with any regulatory authority in the Jurisdiction, and are being sold to Subscriber in material reliance upon Subscriber's representation that the sale of securities contemplated herein is exempt under applicable securities laws in the Jurisdiction.

(d) If Subscriber is not an individual but is a corporation, partnership, syndicate, trust, association or any other form of unincorporated organization or organized group of persons, it has not been incorporated or created, as the case may be, nor is it being used primarily, to permit purchases of securities without a prospectus in reliance on a prospectus exemption and it pre-existed the offering of the Units that are the subject of this Subscription Agreement or, if formed for such a purpose, every participant, in, or member or beneficiary of, the corporation, partnership, syndicate, trust, association, unincorporated organization or organized group of persons is an "accredited investor" (as such term is defined in National Instrument 45-106 Prospectus and Registration Exemptions) or is indirectly purchasing Units having an aggregate acquisition cost to such member of not less than \$150,000.

(e) Subscriber has decided to subscribe for the Units based solely on Subscriber's independent investigation and evaluation of the Fund and its assets and Subscriber has not relied on any written material other than the Memorandum and this Subscription Agreement. In particular, Subscriber acknowledges that Subscriber is not relying on Bullion Management Services Inc. or Bullion Marketing Services Inc. for investment advice.

(f) Subscriber and his, her or its attorneys and/or advisors have been provided an opportunity to obtain information concerning the Fund and have been given an opportunity to ask questions of and receive answers from, authorized representatives of the Fund concerning the Fund, the sale of the Units and any other relevant matters pertaining to this investment, and, in all instances have been afforded the opportunity to obtain such additional information as necessary to verify the accuracy of the information that was otherwise provided.

(g) Subscriber is knowledgeable and experienced with respect to investment matters such as the proposed investment in the Fund. Subscriber has such knowledge and experience in financial and business matters that Subscriber is capable of evaluating the risks and merits of the prospective investment in the Units. Specifically, Subscriber acknowledges that he has made his own decision with respect to the size of this investment and he has not relied upon Bullion Management Services Inc. or Bullion Marketing Services Inc. to determine what portion of his overall investment portfolio he has allocated to this investment.

(h) Subscriber is aware that there are a variety of risks associated with precious metals and acknowledges that the description of risks outlined in the prospectus was specifically drawn to his attention. Subscriber's financial condition is such that he is able to bear the economic risks of this investment including short term fluctuations in value.

(i) In making his, her or its investment decision, Subscriber has relied on his, her or its own examination of the Fund and the terms of the Units, including the merits and risks involved. Subscriber acknowledges that none of the Fund, the Manager, Bullion Marketing Services Inc. or any person acting on behalf of any of them has offered or provided any investment advice or counseling to Subscriber in connection with the purchase of the Units or otherwise. The Units offered hereby have not been recommended or approved by any regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document. Any representation to the contrary is a criminal offense.

(j) Subscriber's subscription proceeds have not been directly or indirectly derived from activities that may contravene Canadian, American or international laws and regulations, including without limitation applicable anti-money laundering or terrorist financing laws and regulations of Canada or the

United States. Neither Subscriber, nor any person having any beneficial interest in Subscriber or its investments, is a country, territory, person or entity named on the U.S. Department of Treasury's Office of Foreign Asset Control list, or is a person or entity that resides or has a place of business in a country or territory named.

(k) If Subscriber is a corporation, Subscriber 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, and has been authorized by all necessary corporate or other action on the part of Subscriber, to execute and deliver this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement. If Subscriber is a partnership, syndicate or other form of unincorporated organization, Subscriber 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. If Subscriber is an individual, Subscriber is of the full age of majority and is legally competent to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.

(l) If required by applicable securities laws or the Fund, Subscriber will execute, deliver and file or assist the Fund in filing such reports, undertakings and other documents with respect to the issue of the Units as may be required by any securities commission, stock exchange or other regulatory authority.

(m) Subscriber, and each beneficial purchaser for whom it is contracting hereunder, acknowledges that the Units may not be transferred or resold, but may only be redeemed by the Fund in accordance with the redemption rights attaching to the Units.

(n) The subscription for the Units has not been made through or as a result of, and the distribution of the Units is not being accompanied by, any advertisement, articles, notices or other communications, including without limitation in any newspaper, magazine or other printed public media, radio, television or telecommunications, including electronic display, any seminar or meeting whose attendees have been invited by general solicitation or general advertising, or as part of a general solicitation.

## **9. Certain Additional Information.**

(a) *No Advice.* No information being provided by the Fund to Subscriber should be construed as legal or tax advice. No attempt is made herein or in any information provided by the Fund to describe the tax consequences, other than as provided in the Memorandum. Subscriber agrees and acknowledges that any tax consequences of Subscriber in connection with the issuance of the Units shall be borne by Subscriber. Subscriber is strongly urged to review this Subscription Agreement and the tax consequences of the investment in the Units with his, her or its tax advisors.

(b) *No Offer.* This Subscription Agreement does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not authorized.

(c) *Partial Summaries and References.* This Subscription Agreement contains references and partial summaries of certain provisions of the documents that will govern this investment. Such references and summaries do not purport to be complete and are qualified in their entirety. Subscribers should review the texts of the original documents in their entirety. Prospective investors are strongly encouraged to review the Fund's Simplified Prospectus. Any representations other than those set forth in this Subscription Agreement and any supplements hereto and any information other than that contained in documents furnished by the Manager upon request must not be relied upon. No person has been authorized to make representations, or give any information with respect to the securities offered hereby, except the information contained herein or otherwise provided in writing as described below.

Neither the delivery of this Subscription Agreement at any time nor any sale made hereunder shall imply that information contained herein or in any other document provided to Subscriber is correct as of any time subsequent to the date of the Memorandum.

(d) No Reproduction; No Distribution. This Subscription Agreement and the Memorandum are provided in connection with the exempt offering of the Units offered hereby for the confidential use of Subscriber and may not be reproduced or used for any other purpose. No distribution of these materials, in whole or in part, or the divulgence of any of their contents, is permitted unless expressly authorized in advance in writing by the Manager. No advertising in any form shall be employed in the offering of securities of the Fund. In no event should this Subscription Agreement be duplicated or transmitted to anyone other than the prospective investor to whom it was directed by written communication of the Fund. The prospective investor, by accepting delivery of this Subscription Agreement, agrees to return to the Fund this Subscription Agreement and all other documents provided by the Fund or the Manager if (A) the prospective investor does not subscribe to purchase any of the Units or (B) the prospective investor's subscription is not accepted.

(e) No Guarantee of Acceptance. The Manager reserve the right, in its sole discretion, to reject any subscription in whole or in part, to allocate to Subscriber less than the percentage of Units subscribed for by Subscriber or to lower the minimum investment amount required for Subscriber to participate in this Offering.

#### 10. Miscellaneous.

(a) Further Acts. Each of the parties hereto agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Subscription Agreement.

(b) No Amendment or Waiver. The provisions of this Subscription Agreement may not be waived, altered, amended or repealed, in whole or in part, except with the written consent of all parties to this Subscription Agreement.

(c) Binding Effect; No Assignment. This Subscription Agreement shall be binding on, and shall inure to the benefit of, each party hereto, and their respective successors and assigns. This Subscription Agreement shall not be assignable or assigned by any party without the prior written consent of the other party hereto.

(d) Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflict of law principles, notwithstanding the fact that one or more counterparts hereof may be executed outside of Ontario, or one or more of the obligations of the parties hereunder are to be performed outside of Ontario. Any suit, action or proceeding to determine, construe or enforce any provision of this Subscription Agreement, or the rights of any party hereunder, shall be brought in Toronto, Ontario, and all parties agree that jurisdiction shall lie therein.

(e) Entire Agreement. This Subscription Agreement contains the entire agreement of the parties and supersedes all written and oral agreements and representations made by or on behalf of the Fund. To the extent inconsistent with any other agreement or document, the terms and provisions of this Subscription Agreement govern.

(f) Language. Each of the parties hereby acknowledges that it has consented and requested that all documents evidencing or relating in any way to the Offering, the Units and this Subscription Agreement be drawn up in the English language only. Les parties reconnaissent par les présentes avoir consenti et demandé que tous les documents faisant foi ou se rapportant de quelque manière aux unités et à la présente convention de souscription soient rédigés en anglais seulement.

**EXECUTION PAGE DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**SUBSCRIPTION INFORMATION**

CURRENCY: CANADIAN DOLLARS	SUBSCRIPTION AMOUNT	CLASS OF UNIT
Registered Plan – YES NO	\$	E9

**INVESTOR INFORMATION**

SURNAME, FIRST NAME, INITIAL / FULL LEGAL NAME OF CORPORATION		
ADDRESS		
CITY	PROV/STATE	POSTAL/ZIP CODE
COUNTRY	PHONE (OFFICE)	PHONE (HOME) [if applicable]
EMAIL	FAX	

**INVESTOR SIGNATURE**

WITNESS SIGNATURE	SUBSCRIBER SIGNATURE
WITNESS NAME	

- or -

SIGNATURE OF AUTHORIZED OFFICER	NAME AND TITLE OF AUTHORIZED OFFICER
---------------------------------	--------------------------------------

The Manager hereby accepts and agrees to the above subscription for Units.

**DATED** as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Bullion Management Services Inc.

By: \_\_\_\_\_  
Authorized Signing Officer

**INVESTOR QUALIFICATION CERTIFICATE  
(SHORT FORM)**

**TO:** BMG BULLIONFUND (the “Fund”)

In connection with the proposed purchase of Class E9 Units in the capital of the Fund (the “Securities”), the undersigned purchaser of the Securities (the “Subscriber”) hereby represents, warrants and certifies to the Fund, as an integral part of the attached Subscription Agreement, that:

**1. Status of Investor**

The undersigned Subscriber is a resident of Canada, is purchasing the Securities as principal, and:

**[please mark (A) or (B) as applicable]**

(A) **\$150,000 Investor:** is purchasing a number of Securities having an aggregate acquisition cost to the Subscriber of not less than \$150,000;

**OR**

(B) **Accredited Investor:** is an accredited investor and is correctly and in all respects described by the category or categories set out directly next to which the Subscriber has marked below:

**[MARK BELOW THE CATEGORY OR CATEGORIES WHICH DESCRIBES YOU]**

- (a) A person 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).
- (b) An individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (a).
- (c) 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.
- (d) An individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year.
- (e) An individual who, either alone or with a spouse, has net assets of at least \$5,000,000.
- (f) 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.
- (g) A person in respect of which all of the owners of interests, direct, indirect, or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors.

The foregoing representation and warranty is true and accurate as of the date of this certificate and will be true and accurate as of the closing date as set out in the attached Subscription Agreement. If any such representation or warranty will not be true and accurate prior to the closing date, the undersigned will give immediate written notice of such fact to the Fund.

**2. Authorization of Indirect Collection of Personal Information for Distributions in Ontario**

The Fund is required to file a report of trade with all applicable securities regulatory authorities containing personal information about the Subscriber. The Subscriber acknowledges that he, she or it has been notified by the Fund:

- (a) of such delivery of a report of trade containing the full name, residential address and telephone number of each Subscriber, the number and type of Securities purchased, the total purchase price paid for such Securities, the date of

the purchase and the prospectus and registration exemption relied upon under applicable securities laws to complete such purchase;

- (b) that in Ontario, this information is collected indirectly by the Ontario Securities Commission under the authority granted to it under, and is being collected for the purposes of the administration and enforcement of, the securities legislation in Ontario; and
- (c) that the Subscriber may contact the Administrative Assistant to the Director of Corporate Finance at Suite 1903, Box 5520 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone at (416) 593-8086 for more information regarding the indirect collection of such information by the Ontario Securities Commission.

By completing this certificate, the Subscriber authorizes the indirect collection of this information by each applicable securities regulatory authority or regulator and acknowledges that such information is made available to the public under applicable securities legislation.

**Note:** *A summary of the meanings of some of the terms used in this Certificate of Accredited Investor Status follows the signature block below.*

Dated: \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Witness (If Subscriber is an Individual)

\_\_\_\_\_  
Print Name of Subscriber

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
If Subscriber is not an individual,  
Print Name and Title of Authorized Signing Officer

**Interpretation**

For the purposes of this Investor Qualification Certificate, the following definitions are included for convenience:

“financial assets” means

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

“person” includes

an individual, a corporation, a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means

liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or liabilities that are secured by financial assets;

“spouse” means,

an individual who is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada) from the other individual, is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or 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)

Schedule "B"

**WIRE INSTRUCTIONS**

**FOR CANADIAN DOLLAR WIRES SENT TO BMG BULLIONFUND**

Remit funds to: **ROYCCAT2**  
Royal Bank of Canada, Toronto

Account with bank: **ROTRCATT**  
RBC Dexia Investor Services

Beneficiary client: Trust Account Number 138900003  
BMG BullionFund

Details: Jason Mills  
RBC Dexia Investor Services Representative  
Telephone: (416) 955-7952

Schedule "C"

Statement of Policies

The following is a Statement of Policies by Bullion Marketing Services Inc. as required pursuant to s. 223 of the Regulation under the Securities Act of Ontario:

1. It is the policy of Bullion Marketing Services Inc., in its capacity as a limited market dealer, to market and sell only units of BMG BullionFund which is an open-end mutual fund trust that invests exclusively in equal proportions of unencumbered, fully allocated, gold, silver and platinum bullion. The manager of BMG BullionFund is Bullion Management Services Inc. Both Bullion Marketing Services Inc. and Bullion Management Services Inc. are wholly owned subsidiaries of Bullion Management Group Inc. Because of the close relationships among the 3 corporations, it is the policy of Bullion Marketing Services Inc. to distribute this Statement of Policies to all of its customers and clients to ensure that they are aware of the close relationships and alert to the fact that they should consider the possibility of any conflicts of interest that might result.
2. Specifically, it is the policy of Bullion Marketing Services Inc. to bring to the attention of its customers and clients the fact that there might be a potential conflict of interest as a result of the fact that Nick Michael Barisheff and Larry Edward Gamble might earn commissions by making sales for the applicant, Bullion Marketing Services Inc., while also earning management fees from Bullion Management Services Inc.
3. Further, it is the policy of Bullion Marketing Services Inc., as required by the above legislation, to bring the following note to the attention of its customers and clients by including it in this Statement of Policies in bold face type and a larger font than that used elsewhere in this Statement of Policies:

**The securities laws of the Province of Ontario require securities dealers and advisers, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the**

**particulars of these rules and their rights or consult with a legal adviser. R.R.O. 1990, Reg. 1015, s. 223 (1); O. Reg. 80/95, s. 29 (1); O. Reg. 542/98, s. 1 (1).**

4. It is the policy of Bullion Marketing Services Inc. and a requirement of the above legislation to provide to each of its customers and clients, free of charge, a copy of this Statement of Policies at the time at which the customer or client becomes a customer or client of Bullion Marketing Services Inc. R.R.O. 1990, Reg. 1015, s. 223 (2); O. Reg. 80/95, s. 29 (2); O. Reg. 542/98, s. 1 (1)
  
5. It is also the policy of Bullion Marketing Services Inc. and a requirement of the above legislation that in the event of any significant change in the information required to be contained in this Statement of Policies then Bullion Marketing Services Inc. shall
  - a) forthwith prepare and file with the Commission a revised version or amendment to, the Statement of Policies; and
  - b) provide to each of its customers and clients a copy of the revised version or amendment, as the case may be, either,
    - i. within forty-five days of the filing, or
    - ii. promptly after the first trade by Bullion Marketing Services Inc. with or on behalf of the customer or client or the first time at which Bullion Marketing Services Inc. acts as an adviser to the client, as the case may be,whichever is earlier.R.R.O. 1990, Reg. 1015, s. 223 (3); O. Reg. 80/95, s. 29 (3); O. Reg. 542/98, s. 1 (1).



**STATEMENT OF POLICIES  
CONCERNING  
SECURITIES OF RELATED AND CONNECTED ISSUERS**

**Friday May 28, 2009**

The securities laws of certain jurisdictions of Canada require securities dealers when they trade in their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal adviser.

The firm has a relationship with the persons or companies listed or described in this statement. This firm or its directors, officers, partners, salesmen or other employees may from time to time solicit you for a security issued by those listed persons or companies. If you wish further information concerning the relationship between this firm and those listed persons or companies please contact us.

**Important Concepts**

“**related**” may be said to involve positions permitting, through ownership or otherwise, a controlling influence, and would include all companies under a common controlling influence;

“**connected**” may be said to involve a state of indebtedness to, or other relationship with, the registrant or those “**related**” to the registrant that, in connection with a distribution of securities, would be material to a purchaser of the securities; and

“**WCC**” means White Capital Corporation, which is registered under the *Securities Act* (Ontario), as a dealer in the category of limited market dealer.

**Required Disclosure**

WCC is prepared to solicit securities of related issuers of WCC and, in the course of a distribution, of securities of connected issuers of WCC to the fullest extent permitted by law. However, WCC will conduct all such activities in accordance with all applicable laws, including, without limiting the generality of the foregoing, the rules, regulations and policies made under the *Securities Act* (Ontario) (the “Applicable Securities Act”) which limit the activities of WCC in respect of the securities of related issuers or connected issuers of WCC.

Attached to this statement of policies is a list of related and connected issuers of WCC, including related issuers of WCC that are reporting issuers and issuers that have distributed securities on a basis that, if they had

done so, would have made them reporting issuers for purposes of the Applicable Securities Act. The list contains a statement of the relationship between WCC and each of the related issuers identified therein.

WCC must make certain disclosures where it acts as a dealer with respect to securities of related and/or connected issuers. In these situations, WCC must disclose the relationship with the issuer of the securities and make disclosure to its clients where it is known or should be known that, as a result of its actions, WCC would purchase or sell securities of a related and/or connected issuer. A copy of this statement of policies is provided to prospective clients.

#### **Relationship of Related and/or Connected Issuers**

The following can be considered related and/or connected issuers:

**MoneyMoves Inc**, a manufacturer of investment products. While the two firms are arm length organizations that do not share ownership or indebtedness, some employees of MoneyMoves may in fact be employees of WCC, for the purpose of selling securities.

#### **Policies to Minimize Conflict of Interest**

WCC (and/or its directors, officers or other employees) may, from time to time, deal with WCC's clients in respect to the purchase or sale of securities issued by related and/or connected issuers to WCC. WCC will only engage in such activities if it is confident that they are in the best interests of its clients and are in compliance with all requirements imposed by applicable securities law and the particular client's investment objectives.

#### **Concerns and Complaints**

WCC reviews its operations and offerings regularly for conflict of interest. If you have any concerns or complaints regarding WCC's disclosure of conflicts please contact Matthew White, President, White Capital Corporation, 416.530.0808, [matt@whitecapitalcorp.com](mailto:matt@whitecapitalcorp.com).