

**SUBSCRIPTION AGREEMENT**

**STONEY VIEW CAPITAL INC.**

**(the "Corporation")**

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number and fixed rate bonds (as defined herein) of the Corporation as stated below for the aggregate subscription amount set forth below, representing a subscription price of **\$100 per Bond**, subject to the terms and conditions set forth in "**Terms and Conditions of Subscription for Bonds of Stoney View Capital Inc.**" attached hereto (together with this page and the attached Schedules and Appendices, the "**Subscription Agreement**").

**Subscription funds must be delivered by bank draft or certified cheque made payable to "Douglas Alger Law in Trust."**

_____ (Name of Subscriber - please print)	
By: _____ (Authorized Signature)	
_____ (If Subscriber not an individual, Name and Official Capacity or Title)	
_____ (Social Insurance Number or Corporate Tax Number)	
_____ (Subscriber's Address)	
_____ (Telephone Number)	_____ (E-Mail Address)

<b>Number of Bonds:</b> _____
-------------------------------

<b>Aggregate Subscription Amount:</b> \$ _____
--

<b>If the Subscriber beneficially owns, directly or indirectly, any securities of the Corporation, describe them below:</b>
_____ (Type of Security)
_____ (Number)

<b><u>Register the Bonds as set forth below:</u></b>
_____ (Name)
_____ (Account reference, if applicable)
_____ (Address)
_____ (Address)

<b><u>Deliver the Bonds as set forth below:</u></b>
_____ (Name)
_____ (Account reference, if applicable)
_____ (Contact Name)
_____ (Address)
_____ (Address)

**Acceptance:** The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

\_\_\_\_\_, 2009

**STONEY VIEW CAPITAL INC.**

**Per:** \_\_\_\_\_

<b>Subscription No:</b>
-------------------------

**Terms and Conditions of Subscription for Bonds of  
STONEY VIEW CAPITAL INC.**

Definitions:

In this Agreement:

- (a) “**Accredited Investor**” has the meaning as more particularly set out in Appendix 1 of Schedule “A” attached hereto;
- (b) “**Agreement**” or “**Subscription Agreement**” means this subscription agreement as may be amended from time to time;
- (c) “**Bonds**” means those bonds being offered by the Corporation on the terms set out in Schedule “B” hereto;
- (d) “**Business Day**” means a day on which Canadian chartered banks are open for the transaction of regular business in the City of Calgary, Alberta;
- (e) “**Closing**” means the one or more closing(s) of the purchase and sale of the Offered Securities;
- (f) “**Closing Date (s)**” means the date in which the sale of the Offered Securities takes place;
- (g) “**Corporation**” means Stoney View Capital Inc.;
- (h) “**NI 45-106**” means National Instrument 45-106 *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;
- (i) “**Offered Securities**” means the Bonds of the Corporation offered under this Offering;
- (j) “**Offering**” means the offering of up to 50,000 Bonds by the Corporation on the terms and conditions set out herein;
- (k) “**Offering Jurisdictions**” means the Provinces or Territories of Canada in which the Subscribers are resident;
- (l) “**Person**” means an individual, a firm, a limited partnership, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency political subdivision thereof and every other form of legal or business entity of whatsoever nature of kind;
- (m) “**Purchased Securities**” means the Offered Securities purchased by the Subscriber, as set out on the front page of this Subscription Agreement;
- (n) “**Securities Laws**” means the securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities of, the Offering Jurisdictions;
- (o) “**Subscriber**” means the signatory herein;
- (p) “**Subscription Amount**” means those funds received by the Corporation with respect to the Purchased Securities subscribed for under this Agreement;
- (q) “**Subscription Price**” means \$100 per Bond;
- (r) “**Tax Act**” means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time;

2. **Acknowledgements of Subscriber**

The Subscriber acknowledges that:

- (a) this subscription for Bonds is subject to compliance with all relevant securities law requirements;

- (b) the Subscriber is aware that the offer made by this subscription is irrevocable and requires acceptance by the Corporation and will not become an agreement between the Subscriber and the Corporation until accepted by the Corporation;
- (c) the Subscriber is making the investment entirely at its own risk;
- (d) no regulator, securities commission or similar regulatory authority has evaluated or endorsed the merits of the Purchased Securities and there is no government or other insurance covering the Purchased Securities;
- (e) there are restrictions on his ability to resell the Purchased Securities and it is his responsibility to find out what those restrictions are and to comply with them before selling the Purchased Securities;
- (f) the offering of the Offered Securities by the Corporation is not underwritten and is not subject to any minimum subscription level. Therefore, any funds invested are available to the Corporation and need not be returned to the Subscriber;
- (g) no governmental authority, regulatory body, stock exchange or other entity in Canada has either reviewed this Subscription Agreement, or any other documents which the Corporation has provided or made available to the Subscriber, or made any finding or determination as to the merits of this investment, and no such agencies, governmental authorities, regulatory bodies, stock exchanges or other entities have made any recommendation or endorsement with respect to the Offered Securities; and
- (h) the Subscriber acknowledges that the sale of the Offered Securities has not been qualified for distribution under the securities legislation of any province or other jurisdiction, by way of prospectus or otherwise, and that the Subscriber is purchasing the Offered Securities pursuant to exemptions or orders contained in or issued under securities legislation and the Subscriber will not have the right to most of the civil remedies established by securities legislation.

### 3. **Representations and Warranties of the Subscriber**

By executing this Agreement, the Subscriber represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and their legal counsel are relying thereon) that:

#### A. General

- (a) he understands that there is no market for the Purchased Securities, that no market may develop, and that the Corporation is not a “reporting issuer”, as defined under Securities Laws, and resale of the Purchased Securities is restricted;
- (b) he is purchasing the Purchased Securities as principal for his own account, not for the benefit of any other Person, and not with a view to resale or distribution;
- (c) the Subscriber, if an individual, has attained the age of majority and is legally competent to execute this subscription and to take all actions required pursuant to its terms;
- (d) the Subscriber, if a Corporation, is duly incorporated and organized, is a valid and subsisting Corporation and has the full corporate right, power and authority to execute and deliver this Agreement;
- (e) the Subscriber, if a limited partnership, is duly incorporated and organized, is a valid and subsisting limited partnership and has the full corporate right, power and authority to execute and deliver this Agreement;
- (f) if he is a resident of an Offering Jurisdiction and cannot otherwise satisfy any of the requirements set forth in this section 3, he is acquiring the Purchased Securities pursuant to and in compliance with an exemption from the prospectus requirements of the Securities Laws of the jurisdiction in which he resides and will provide the Corporation, on request, whether before or after the Closing Date, with evidence of such compliance;
- (g) he is capable of assessing the proposed investment in the Purchased Securities as a result of his financial or investment experience or as a result of advice received from a registered Person

other than the Corporation or an affiliate thereof and he is able to bear the economic loss of the investment in the Purchased Securities;

- (h) he is not a U.S. Person (as that term is defined in Rule 902 of Regulation S under the *Securities Act* of 1933, as amended, of the United States of America) and is not and will not be purchasing Offered Securities for the account or benefit of any U.S. Person and did not execute or deliver this Agreement in the United States of America;
- (i) he acknowledges that no agency, governmental authority, regulator, securities commission or similar regulatory body, stock exchange or other entity has reviewed, passed on or made any finding or determination as to the merit for investment of the Purchased Securities nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Purchased Securities;
- (j) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Purchased Securities through a Person registered to sell securities under the Securities Laws and, as a consequence of acquiring securities pursuant to this exemption,
  - (i) certain protections, rights and remedies provided by the Securities Laws, may not be available to the Subscriber, or others for whom he is contracting hereunder,
  - (ii) the Subscriber, or others for whom he is contracting hereunder, may not receive information that would otherwise be required to be given under the Securities Laws, and
  - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws of the Offering Jurisdictions;
- (k) except as set out in this Agreement, no Person has made to the Subscriber any written or oral representation:
  - (i) that any Person will resell or repurchase any of the Purchased 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 Purchased Securities; or
  - (iv) that any of the Purchased 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 Purchased Securities for trading on a stock exchange;
- (l) the Subscriber is a resident of the Offering Jurisdictions as set forth of the Subscription Agreement under "Subscriber's Address";
- (m) this Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (n) if required by applicable securities legislation, policy or order, or a regulator or securities commission or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings, and other documents with respect to the issue of Purchased Securities that may be required;
- (o) The Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) understands and acknowledges that the Purchased Securities will be subject to certain resale restrictions under applicable Securities Laws and the Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) agrees to comply with such restrictions. **In particular, the Subscriber further understands and acknowledges that the Corporation is not a reporting issuer in any Province in Canada and, therefore, the Purchased Securities will be subject to a statutory hold period which will be of an indefinite period (i.e., will not commence to be reduced) unless and until such time as the Corporation becomes a reporting issuer in a Canadian jurisdiction, and during such statutory hold period, none of the Purchased Securities may be resold except pursuant to a statutory exemption or a discretionary ruling issued by the securities**

**commission in the Subscriber's province of residence.** Subscribers are advised to consult their own legal advisors in this regard. The Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) acknowledges that it has been advised to consult its own legal advisors with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions (and the Corporation is in any manner responsible for ensuring compliance by the Subscriber with such restrictions).

- (p) the Subscriber is not a "non-resident" of Canada as that term is defined in the Tax Act;
- (q) the Subscriber is able to bear the economic risk of loss of his investment and has the investment acumen to assess the securities being offered hereunder because of the Subscriber's net worth and investment experience;
- (r) the Subscriber has had the opportunity to consult his own independent professional advisors with respect to the income tax consequences of purchasing the Offered Securities; and
- (s) none of the Offered Securities are being purchased by the Subscriber with knowledge of any material fact about the Corporation that has not been generally disclosed.

**B. Offering Jurisdictions**

If the Subscriber is resident in, or are otherwise subject to the Securities Laws of the Offering Jurisdictions, then:

- (a) he is either:
  - (i) purchasing the Purchased Securities as principal for his own account and not for the benefit of any other Person and he has a NI 45-106 prospectus exemption available to him as set out in Schedule "A"; or
  - (ii) subscribing for the Purchased Securities as agent for a beneficial principal disclosed on the execution page of this Agreement, and he is not an agent or trustee and each disclosed principal for whom he is acting has a NI 45-106 prospectus exemption available to him/her/it as set out in Schedule "A" and is purchasing as principal for his/her/its own account and not for the benefit of any other Person; and
- (b) he has concurrently executed and delivered a certificate in the form of the attached Schedule "A".
- (c) the provisions of paragraph (a) of this subsection 3B will be true and correct both as of the date of execution of this Agreement and as of the Closing Date; and
- (d) the Subscriber acknowledges and consents to the release by the Corporation of certain information regarding the subscription, including the Subscriber's name, address, telephone number and registration instructions, the number of Offered Securities purchased, the number and series of Bonds held, his status as a Subscriber as represented in Schedule "A" and, if applicable, information regarding the beneficial ownership of the Subscriber or his principal, in compliance with the Securities Laws or as otherwise required by the law of the Corporation and for the purposes of arranging for the preparation of the certificates representing the Purchased Securities.

**4. Legends**

For the purposes of complying with applicable Securities Laws, including National Instrument 45-102 *Resale of Securities*, the Subscriber understands and acknowledges that the certificates representing the Purchased Securities will bear the following legend:

*"Unless permitted under securities legislation, the holder of this security must not trade this security before the date that is 4 months and a day after the later of the date the issuer became a reporting issuer in any province or territory."*

5. **Representations and Warranties of the Corporation**

A. General

The Corporation represents and warrants to and for the benefit of the Subscriber (and acknowledges that the Subscriber is relying thereon) that:

- (a) the Corporation has been duly formed and is validly subsisting under the laws of the Province of Alberta;
- (b) the Corporation, has the full corporate right, power and authority to execute and deliver this Agreement and to authorize the issuance of the Offered Securities to the Subscriber;
- (c) all necessary corporate action will have been taken by the relevant Closing Date to authorize the issue and sale of, and the delivery of certificates representing, the Offered Securities and, upon payment of the requisite consideration for such Offered Securities, the Bonds will be validly issued as fully paid and non-assessable;
- (d) this Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms; and
- (e) the execution and delivery of, and the performance of the terms of the Agreement by the Corporation, including the issue of the Purchased Securities described herein do not constitute a breach of, or default under, the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound.

6. **General Terms**

The initial closing of the Offered Securities will be completed at the offices of the Corporation or its solicitor in Calgary, Alberta at such times as the Corporation may determine.

7. The Subscriber agrees to deliver to the Corporation prior to the Closing Date:

- (a) this duly completed and executed Agreement;
- (b) a duly completed and executed Schedule "A";
- (c) a certified cheque or bank draft payable to "Douglas Alger Law in Trust" for the Subscription Amount; and
- (d) such other documents as may be requested as contemplated by paragraph 3 hereof.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

9. This Agreement shall be subject to the approval of all securities and regulatory authorities having jurisdiction.

10. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

11. The Subscriber agrees that the Corporation will not be liable for any misrepresentation if the Subscriber purchased Offered Securities with knowledge of the misrepresentation; and in any event, in an action for damages, the Corporation is not liable for all or any portion of such damages that do not represent the depreciation in value of Purchased Securities as a result of the misrepresentation relied upon.

12. The Subscriber agrees that in no case shall the Corporation be liable for an amount recoverable as a result of a breach of the representations and warranties in this Agreement in excess of the price at which Purchased Securities were sold to the Subscriber.

13. This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

14. The Subscriber hereby consents to the collection, use and disclosure by the Corporation and its authorized agents and representatives of the Subscriber's personal information set forth herein ("**Personal Information**") to enable the Corporation to fulfill its regulatory and reporting requirements and recognizes that this disclosure may result in the disclosure of some or all of the Personal Information becoming public information and, without limiting the foregoing, consents to the disclosure of such Personal Information to the Corporation's authorized agents and representatives; securities commissions and/or other regulatory agencies in any jurisdiction in which the rules and requirements of such body may require such reporting; or as may be required or permitted by law.
15. In order to permit the Corporation to comply with the requirements of Personal Information Protection and Electronic Documents Act ("**PIPEDA**"), the Subscriber expressly consents to the disclosure by the Corporation in any submission or filing that the Corporation may be required to make with any applicable regulatory authority of any Personal Information.
16. The funds representing the aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) Terrorist Financing Act (the "**PCMLTFA**") and the Subscriber, acknowledges that the Corporation may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the subscription of the Subscriber hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge (i) none of the subscription funds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a Person or entity who has not been identified to the Subscriber and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and provide the Corporation with appropriate information in connection therewith;
17. Time is of the essence hereof.
18. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
19. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
20. In this Subscription Agreement (including attachments), references to "\$" or "Cdn. \$" are to Canadian dollars.

**SCHEDULE "A"**

**CERTIFICATE**

**TO: STONEY VIEW CAPITAL INC.**

In connection with the purchase by the undersigned or the disclosed principal, as the case may be (the "**Purchaser**"), of Bonds (the "**Purchased Securities**") of Stoney View Capital Inc. (the "**Corporation**"), the undersigned hereby represents, warrants, covenants to and certifies to the Corporation and their counsel (on behalf of itself or on behalf of the disclosed principal, as the case may be) that:

1. the Purchaser is resident in the Offering Jurisdictions or is subject to the Securities Laws of one of those provinces;
2. the Purchaser is purchasing the Purchased Securities as principal for its own account;
3. the Purchaser is (please initial the appropriate line):
  - (a) \_\_\_\_\_ an "**accredited investor**" within the meaning of National Instrument 45-106 *Prospectus and Registration Exemptions*, by virtue of satisfying the indicated criterion as set out in Appendix "1" to this certificate (**YOU MUST ALSO INITIAL APPENDIX 1 TO THIS CERTIFICATE**); or
  - (b) \_\_\_\_\_ a subscriber purchasing the Purchased Securities for an aggregate acquisition cost of not less than \$150,000 paid in cash at the time of the trade (other than a person created or used solely to purchase or hold securities in reliance on this exemption from the dealer registration requirement or the prospectus requirement).
4. the above representations, warranties and covenants 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 will survive the completion of the issue of the Purchased Securities; and
5. the foregoing representations, warranties and covenants are made by the undersigned with the intent that they be relied upon in determining the suitability of the undersigned as a purchaser of the Purchased Securities 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)

**Appendix 1 to Schedule “A”**

**Accredited Investor** – (as defined in National Instrument 45-106) means (**Initial the appropriate line**):

- \_\_\_\_\_ (a) a **Canadian financial institution**, or an authorized foreign bank listed in Schedule III of the Bank Act (Canada),
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- \_\_\_\_\_ (c) a **subsidiary** of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- \_\_\_\_\_ (d) 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),
- \_\_\_\_\_ (e) 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 paragraph (d),
- \_\_\_\_\_ (f) the government of Canada or a jurisdiction of Canada, or any crown Limited Partnership, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada,
- \_\_\_\_\_ (g) 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 Québec,
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- \_\_\_\_\_ (i) 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,
- \_\_\_\_\_ (j) an individual who, either alone or jointly 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,
- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent years or whose net income before taxes combined with that of a **spouse** exceeded \$300,000 in each of the 2 most recent years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- \_\_\_\_\_ (l) an individual who, either alone or with a **spouse**, has net assets of at least \$5,000,000,
- \_\_\_\_\_ (m) 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 (other than a person created or used solely to purchase or hold securities as an accredited investor),
- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquires or acquired securities in the circumstances referred to in NI 45-106 sections 2.10 “*Minimum amount investment*” and 2.19 “*Additional investment in investment funds*”, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under NI 45-106 section 2.18 “*Investment fund reinvestment*”,
- \_\_\_\_\_ (o) an **investment fund** that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,

- \_\_\_\_\_ (p) a trust company or trust Limited Partnership 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 Limited Partnership, as the case may be,
- \_\_\_\_\_ (q) a person or company trading as agent on behalf of a **fully managed account** managed by that person, if that person (i) 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 (ii) in Ontario, is purchasing a security that is not a security of an **investment fund**,
- \_\_\_\_\_ (r) 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,
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) and paragraph (i) in form and function,
- \_\_\_\_\_ (t) a person or company 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,
- \_\_\_\_\_ (u) 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
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as, (i) an accredited investor, or (ii) an exempt purchaser in Alberta or British Columbia under National Instrument 45-106 *Prospectus and Registration Exemptions* and confirmation of such status is being provided to the Limited Partnership.

**NOTE: The purchaser should initial beside the portion of the above definition applicable to it.**

For the purposes hereof:

“*consultant*” means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer that (a) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution, (b) provides the services under a written contract with the issuer or a related entity of the issuer, and (c) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer.

“*control person*” has the meaning ascribed to that term in the securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the Corporation, or (b) more than 20% of the outstanding voting securities of the Corporation except where there is evidence showing that the holdings of those securities does not affect materially the control of the Corporation.

“*Canadian financial institution*” means (a) 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 (b) a bank, loan Limited Partnership, trust company, trust Limited Partnership, 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.

“*director*” means (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company.

“*executive officer*” means, for an issuer, an individual who is (a) a chair, vice-chair or president, (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (c) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer; or (d) performing a policy-making function in respect of the issuer.

“*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.

“*founder*” means, in respect of the Corporation, means a person who,

- (i) acting alone, in conjunction, or in concert with one or more other persons or companies, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Corporation, and
- (ii) at the time of the proposed trade, is actively involved in the business of the Corporation.

“*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.

“*investment fund*” means a mutual fund or a **non-redeemable investment fund**, and, for greater certainty in British Columbia, includes an employee venture capital Limited Partnership and a venture capital Limited Partnership as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*.

“*non-redeemable investment fund*” means an issuer:

- (i) whose primary purpose is to invest money provided by its security holders,
- (ii) that does not invest, (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
- (iii) that is not a mutual fund.

“*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.

“*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 (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

“*subsidiary*” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

*Affiliates and Control* An issuer is considered to be an affiliate of another issuer if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person.

A person (first person) is considered to control another person (second person) if

- (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation;
- (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership; or
- (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

**SCHEDULE "B"**  
**TERMS OF SECURITIES**

**Securities:** The securities being offered pursuant to this Offering are fixed rate redeemable Bonds. The price of each Bond is \$100. The minimum number of Bonds that may be purchased by a subscriber is one hundred (100) Bonds for a minimum investment of \$10,000. There is no maximum number of Bonds allocated to any Purchaser.

**Term and Redemption:** The Bonds shall mature on November 30, 2013 (the "Maturity Date"). Subject to the Corporation's right of early redemption, the Corporation shall redeem the Bonds on the Maturity Date through the payment of the principal amount of the Bonds and all accrued and unpaid interest thereon to the date of payment of such sums.

**Early Redemption:** The Corporation may redeem Bonds at any time during the term of the Bonds by providing the bondholder with 90 days written notice of its intention to do so, through the payment of the principal amount of the Bonds and all accrued and unpaid interest thereon to the date of payment.

**Interest:** Each Bond will entitle the holder thereof to simple interest at a fixed rate of 6.0% per annum to accrue from the date of issue of the Bonds until November 30, 2013. Interest payments shall be paid to Bondholders at such times and in such manner as the Corporation in its sole discretion determines. Notwithstanding the foregoing, and subject to the Corporation's right of early redemption, all accrued and unpaid interest accruing between the date of issue of the Bonds and November 30, 2013, shall be paid by the Corporation to the bondholders on November 30, 2013.

**Obligations Unsecured:** The Corporation's debt obligations represented by the Bonds are unsecured obligations and will rank *pari passu* amongst themselves and with all other unsecured and unsubordinated obligations of the Corporation except for such preferences as provided for under applicable law.

**Funding of Redemption:** Management of the Corporation shall have sole discretion in how the Corporation will fund or finance the redemption of the Bonds. Management may decide to use its existing cash on hand if any, raise additional capital or equity in the Corporation, or borrow money to accomplish the redemption of the Bonds or use a combination of the above methods. There is no assurance that any of the above methods of funding the redemption of the Bonds will be successful or if accomplished will raise enough funds to redeem all of the Bonds. It is possible that the Corporation may not have the financial ability to redeem all or any Bonds upon maturity.

**Limited Recourse:** Recourse under the Bonds will be limited to the principal sum of the Bonds plus any unpaid and outstanding accrued interest thereon. There is no additional recourse by the bondholder for any deficiency in value of the Bonds in the event of non-payment or default by the Corporation of redemption of the Bonds at maturity.

**SUBSCRIPTION AGREEMENT**

**STONEY VIEW LANDING INC.**

**(the "Corporation")**

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of Class B Common Shares of the Corporation as stated below for the aggregate subscription amount set forth below, representing a subscription price of **\$0.01 per Class B Common Share**, subject to the terms and conditions set forth in "**Terms and Conditions of Subscription for Class B Common Shares of Stoney View Crossing Inc.**" attached hereto (together with this page and the attached Schedules and Appendices, the "**Subscription Agreement**").

**Subscription funds must be delivered by bank draft or certified cheque made payable to "Douglas Alger Law in Trust".**

\_\_\_\_\_  
(Name of Subscriber - please print)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(If Subscriber not an individual, Name and Official Capacity or Title)

\_\_\_\_\_  
(Social Insurance Number or Corporate Tax Number)

\_\_\_\_\_  
(Subscriber's Address)

\_\_\_\_\_  
(Telephone Number) (E-Mail Address)

Number of Class B Common Shares: \_\_\_\_\_

Aggregate Subscription Amount: \$ \_\_\_\_\_

**If the Subscriber beneficially owns, directly or indirectly, any securities of the Corporation, describe them below:**

\_\_\_\_\_  
(Type of Security)

\_\_\_\_\_  
(Number)

**Register the Class B Common Shares as set forth below:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Account reference, if applicable)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Deliver the Class B Common Shares as set forth below:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Account reference, if applicable)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Acceptance:** The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

\_\_\_\_\_, 2009

**STONEY VIEW CROSSING INC.**

**Per:** \_\_\_\_\_

Subscription No:  
\_\_\_\_\_

**Terms and Conditions of Subscription for Class B Common Shares of  
STONEY VIEW CROSSING INC.**

Definitions:

In this Agreement:

- (a) “**Accredited Investor**” has the meaning as more particularly set out in Appendix 1 of Schedule “A” attached hereto;
- (b) “**Agreement**” or “**Subscription Agreement**” means this subscription agreement as may be amended from time to time;
- (c) “**Business Day**” means a day on which Canadian chartered banks are open for the transaction of regular business in the City of Calgary, Alberta;
- (d) “**Closing**” means the one or more closing(s) of the purchase and sale of the Offered Securities;
- (e) “**Closing Date (s)**” means the date(s) in which the sale of the Offered Securities takes place;
- (f) “**Corporation**” means Stoney View Crossing Inc.;
- (g) “**NI 45-106**” means National Instrument 45-106 *Prospectus and Registration Exemptions* of the Canadian Securities Administrators;
- (h) “**Offered Securities**” means the Shares of the Corporation offered under this Offering;
- (i) “**Offering**” means the offering of up to 200,000 Class B Common Shares;
- (j) “**Offering Jurisdictions**” means the Provinces or Territories of Canada in which the Subscribers are resident;
- (k) “**Person**” means an individual, a firm, a limited partnership, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency political subdivision thereof and every other form of legal or business entity of whatsoever nature of kind;
- (l) “**Purchased Securities**” means the Offered Securities purchased by the Subscriber, as set out on the front page of this Subscription Agreement;
- (m) “**Securities Laws**” means the securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities of, the Offering Jurisdictions;
- (n) “**Shares**” means Class B Common shares of the Corporation having those rights set out in Schedule “B” hereto;
- (o) “**Subscriber**” means the signatory herein;
- (p) “**Subscription Amount**” means those funds received by the Corporation with respect to the Purchased Securities subscribed for under this Agreement;
- (q) “**Subscription Price**” means \$0.01 per Share;
- (r) “**Tax Act**” means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time;

2. **Acknowledgements of Subscriber**

The Subscriber acknowledges that:

- (a) this subscription for Shares is subject to compliance with all relevant securities law requirements;

- (b) the Subscriber is aware that the offer made by this subscription is irrevocable and requires acceptance by the Corporation and will not become an agreement between the Subscriber and the Corporation until accepted by the Corporation;
- (c) the Subscriber is making the investment entirely at its own risk;
- (d) no regulator, securities commission or similar regulatory authority has evaluated or endorsed the merits of the Purchased Securities and there is no government or other insurance covering the Purchased Securities;
- (e) there are restrictions on his ability to resell the Purchased Securities and it is his responsibility to find out what those restrictions are and to comply with them before selling the Purchased Securities;
- (f) the offering of the Shares by the Corporation is not underwritten and is not subject to any minimum subscription level. Therefore, any funds invested are available to the Corporation and need not be returned to the Subscriber;
- (g) no governmental authority, regulatory body, stock exchange or other entity in Canada has either reviewed this Subscription Agreement, or any other documents which the Corporation has provided or made available to the Subscriber, or made any finding or determination as to the merits of this investment, and no such agencies, governmental authorities, regulatory bodies, stock exchanges or other entities have made any recommendation or endorsement with respect to the Offered Securities; and
- (h) the Subscriber acknowledges that the sale of the Offered Securities has not been qualified for distribution under the securities legislation of any province or other jurisdiction, by way of prospectus or otherwise, and that the Subscriber is purchasing the Offered Securities pursuant to exemptions or orders contained in or issued under securities legislation and the Subscriber will not have the right to most of the civil remedies established by securities legislation.

### 3. **Representations and Warranties of the Subscriber**

By executing this Agreement, the Subscriber represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and their legal counsel are relying thereon) that:

#### A. General

- (a) he understands that there is no market for the Purchased Securities, that no market may develop, and that the Corporation is not a “reporting issuer”, as defined under Securities Laws, and resale of the Purchased Securities is restricted;
- (b) he is purchasing the Purchased Securities as principal for his own account, not for the benefit of any other Person, and not with a view to resale or distribution;
- (c) the Subscriber, if an individual, has attained the age of majority and is legally competent to execute this subscription and to take all actions required pursuant to its terms;
- (d) the Subscriber, if a Corporation, is duly incorporated and organized, is a valid and subsisting Corporation and has the full corporate right, power and authority to execute and deliver this Agreement;
- (e) the Subscriber, if a limited partnership, is duly incorporated and organized, is a valid and subsisting limited partnership and has the full corporate right, power and authority to execute and deliver this Agreement;
- (f) if he is a resident of an Offering Jurisdiction and cannot otherwise satisfy any of the requirements set forth in this section 3, he is acquiring the Purchased Securities pursuant to and in compliance with an exemption from the prospectus requirements of the Securities Laws of the jurisdiction in which he resides and will provide the Corporation, on request, whether before or after the Closing Date, with evidence of such compliance;

- (g) he is capable of assessing the proposed investment in the Purchased Securities as a result of his financial or investment experience or as a result of advice received from a registered Person other than the Corporation or an affiliate thereof and he is able to bear the economic loss of the investment in the Purchased Securities;
- (h) he is not a U.S. Person (as that term is defined in Rule 902 of Regulation S under the *Securities Act* of 1933, as amended, of the United States of America) and is not and will not be purchasing Offered Securities for the account or benefit of any U.S. Person and did not execute or deliver this Agreement in the United States of America;
- (i) he acknowledges that no agency, governmental authority, regulator, securities commission or similar regulatory body, stock exchange or other entity has reviewed, passed on or made any finding or determination as to the merit for investment of the Purchased Securities nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Purchased Securities;
- (j) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell the Purchased Securities through a Person registered to sell securities under the Securities Laws and, as a consequence of acquiring securities pursuant to this exemption,
  - (i) certain protections, rights and remedies provided by the Securities Laws, may not be available to the Subscriber, or others for whom he is contracting hereunder,
  - (ii) the Subscriber, or others for whom he is contracting hereunder, may not receive information that would otherwise be required to be given under the Securities Laws, and
  - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws of the Offering Jurisdictions;
- (k) except as set out in this Agreement, no Person has made to the Subscriber any written or oral representation:
  - (i) that any Person will resell or repurchase any of the Purchased 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 Purchased Securities; or
  - (iv) that any of the Purchased 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 Purchased Securities for trading on a stock exchange;
- (l) the Subscriber is a resident of the Offering Jurisdictions as set forth of the Subscription Agreement under “Subscriber’s Address”;
- (m) this Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- (n) if required by applicable securities legislation, policy or order, or a regulator or securities commission or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings, and other documents with respect to the issue of Purchased Securities that may be required;
- (o) The Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) understands and acknowledges that the Purchased Securities will be subject to certain resale restrictions under applicable Securities Laws and the Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) agrees to comply with such restrictions. **In particular, the Subscriber further understands and acknowledges that the Corporation is not a reporting issuer in any Province in Canada and, therefore, the Purchased Securities will be subject to a statutory hold period which will be of an indefinite period (i.e., will not commence to be reduced) unless and until such**

**time as the Corporation becomes a reporting issuer in a Canadian jurisdiction, and during such statutory hold period, none of the Purchased Securities may be resold except pursuant to a statutory exemption or a discretionary ruling issued by the securities commission in the Subscriber's province of residence.** Subscribers are advised to consult their own legal advisors in this regard. The Subscriber (on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder) acknowledges that it has been advised to consult its own legal advisors with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions (and the Corporation is in any manner responsible for ensuring compliance by the Subscriber with such restrictions).

- (p) the Subscriber is not a "non-resident" of Canada as that term is defined in the Tax Act;
- (q) the Subscriber is able to bear the economic risk of loss of his investment and has the investment acumen to assess the securities being offered hereunder because of the Subscriber's net worth and investment experience;
- (r) the Subscriber has had the opportunity to consult his own independent professional advisors with respect to the income tax consequences of purchasing the Offered Securities; and
- (s) none of the Offered Securities are being purchased by the Subscriber with knowledge of any material fact about the Corporation that has not been generally disclosed.

#### B. Offering Jurisdictions

If the Subscriber is resident in, or are otherwise subject to the Securities Laws of the Offering Jurisdictions, then:

- (a) he is either:
  - (i) purchasing the Purchased Securities as principal for his own account and not for the benefit of any other Person and he has a NI 45-106 prospectus exemption available to him as set out in Schedule "A"; or
  - (ii) subscribing for the Purchased Securities as agent for a beneficial principal disclosed on the execution page of this Agreement, and he is not an agent or trustee and each disclosed principal for whom he is acting has a NI 45-106 prospectus exemption available to him/her/it as set out in Schedule "A" and is purchasing as principal for his/her/its own account and not for the benefit of any other Person; and
- (b) he has concurrently executed and delivered a certificate in the form of the attached Schedule "A".
- (c) the provisions of paragraph (a) of this subsection 3B will be true and correct both as of the date of execution of this Agreement and as of the Closing Date; and
- (d) the Subscriber acknowledges and consents to the release by the Corporation of certain information regarding the subscription, including the Subscriber's name, address, telephone number and registration instructions, the number of Offered Securities purchased, the number of shares held, his status as a Subscriber as represented in Schedule "A" and, if applicable, information regarding the beneficial ownership of the Subscriber or his principal, in compliance with the Securities Laws or as otherwise required by the law of the Corporation and for the purposes of arranging for the preparation of the certificates representing the Purchased Securities.

#### 4. **Legends**

For the purposes of complying with applicable Securities Laws, including National Instrument 45-102 *Resale of Securities*, the Subscriber understands and acknowledges that the certificates representing the Purchased Securities will bear the following legend:

*"Unless permitted under securities legislation, the holder of this security must not trade this security before the date that is 4 months and a day after the date the issuer becomes a reporting issuer in any province or territory."*

5. **Representations and Warranties of the Corporation**

A. General

The Corporation represents and warrants to and for the benefit of the Subscriber (and acknowledges that the Subscriber is relying thereon) that:

- (a) the Corporation has been duly formed and is validly subsisting under the laws of the Province of Alberta;
- (b) the Corporation, has the full corporate right, power and authority to execute and deliver this Agreement and to authorize the issuance of the Offered Securities to the Subscriber;
- (c) all necessary corporate action will have been taken by the relevant Closing Date to authorize the issue and sale of, and the delivery of certificates representing, the Offered Securities and, upon payment of the requisite consideration for such Offered Securities, the Shares will be validly issued as fully paid and non-assessable;
- (d) this Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms; and
- (e) the execution and delivery of, and the performance of the terms of the Agreement by the Corporation, including the issue of the Purchased Securities described herein do not constitute a breach of, or default under, the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound.

6. **General Terms**

The initial closing of the Offered Securities will be completed at the offices of the Corporation or its solicitor in Calgary, Alberta at such times as the Corporation may determine.

7. The Subscriber agrees to deliver to the Corporation prior to the Closing Date:

- (a) this duly completed and executed Agreement;
- (b) a duly completed and executed Schedule "A";
- (c) a certified cheque or bank draft payable to "Douglas Alger Law in Trust" for the Subscription Amount; and
- (d) such other documents as may be requested as contemplated by paragraph 3 hereof.

8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

9. This Agreement shall be subject to the approval of all securities and regulatory authorities having jurisdiction.

10. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

11. The Subscriber agrees that the Corporation will not be liable for any misrepresentation if the Subscriber purchased Offered Securities with knowledge of the misrepresentation; and in any event, in an action for damages, the Corporation is not liable for all or any portion of such damages that do not represent the depreciation in value of Purchased Securities as a result of the misrepresentation relied upon.

12. The Subscriber agrees that in no case shall the Corporation be liable for an amount recoverable as a result of a breach of the representations and warranties in this Agreement in excess of the price at which Purchased Securities were sold to the Subscriber.

13. This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
14. The Subscriber hereby consents to the collection, use and disclosure by the Corporation and its authorized agents and representatives of the Subscriber's personal information set forth herein ("**Personal Information**") to enable the Corporation to fulfill its regulatory and reporting requirements and recognizes that this disclosure may result in the disclosure of some or all of the Personal Information becoming public information and, without limiting the foregoing, consents to the disclosure of such Personal Information to the Corporation's authorized agents and representatives; securities commissions and/or other regulatory agencies in any jurisdiction in which the rules and requirements of such body may require such reporting; or as may be required or permitted by law.
15. In order to permit the Corporation to comply with the requirements of Personal Information Protection and Electronic Documents Act (Canada) ("**PIPEDA**"), the Subscriber expressly consents to the disclosure by the Corporation in any submission or filing that the Corporation may be required to make with any applicable regulatory authority of any Personal Information.
16. The funds representing the aggregate Subscription Price which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) Terrorist Financing Act (Canada) (the "**PCMLTFA**") and the Subscriber, acknowledges that the Corporation may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the subscription of the Subscriber hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge (i) none of the subscription funds to be provided by the Subscriber (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (B) are being tendered on behalf of a Person or entity who has not been identified to the Subscriber and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and provide the Corporation with appropriate information in connection therewith;
17. Time is of the essence hereof.
18. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
19. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.
20. In this Subscription Agreement (including attachments), references to "\$" or "Cdn. \$" are to Canadian dollars.

**SCHEDULE "A"**

**CERTIFICATE**

**TO: STONEY VIEW CROSSING INC.**

In connection with the purchase by the undersigned or the disclosed principal, as the case may be (the "**Purchaser**"), of Class B Common Shares (the "**Purchased Securities**") of Stoney View Crossing Inc. (the "**Corporation**"), the undersigned hereby represents, warrants, covenants to and certifies to the Corporation and their counsel (on behalf of itself or on behalf of the disclosed principal, as the case may be) that:

1. the Purchaser is resident in the Offering Jurisdictions or is subject to the Securities Laws of one of those provinces;
2. the Purchaser is purchasing the Purchased Securities as principal for its own account;
3. the Purchaser is (please initial the appropriate line):
  - (a) \_\_\_\_\_ an "**accredited investor**" within the meaning of National Instrument 45-106 *Prospectus and Registration Exemptions*, by virtue of satisfying the indicated criterion as set out in Appendix "1" to this certificate (**YOU MUST ALSO INITIAL APPENDIX 1 TO THIS CERTIFICATE**); or
  - (b) \_\_\_\_\_ a subscriber purchasing the Purchased Securities for an aggregate acquisition cost of not less than \$150,000 paid in cash at the time of the trade (other than a person created or used solely to purchase or hold securities in reliance on this exemption from the dealer registration requirement or the prospectus requirement).
4. the above representations, warranties and covenants 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 will survive the completion of the issue of the Purchased Securities; and
5. the foregoing representations, warranties and covenants are made by the undersigned with the intent that they be relied upon in determining the suitability of the undersigned as a purchaser of the Purchased Securities 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)

**Appendix 1 to Schedule “A”**

**Accredited Investor** – (as defined in National Instrument 45-106) means (**Initial the appropriate line**):

- \_\_\_\_\_ (a) a **Canadian financial institution**, or an authorized foreign bank listed in Schedule III of the Bank Act (Canada),
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- \_\_\_\_\_ (c) a **subsidiary** of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- \_\_\_\_\_ (d) 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),
- \_\_\_\_\_ (e) 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 paragraph (d),
- \_\_\_\_\_ (f) the government of Canada or a jurisdiction of Canada, or any crown Limited Partnership, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada,
- \_\_\_\_\_ (g) 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 Québec,
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- \_\_\_\_\_ (i) 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,
- \_\_\_\_\_ (j) an individual who, either alone or jointly 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,
- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent years or whose net income before taxes combined with that of a **spouse** exceeded \$300,000 in each of the 2 most recent years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- \_\_\_\_\_ (l) an individual who, either alone or with a **spouse**, has net assets of at least \$5,000,000,
- \_\_\_\_\_ (m) 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 (other than a person created or used solely to purchase or hold securities as an accredited investor),
- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquires or acquired securities in the circumstances referred to in sections 2.10 “*Minimum amount investment*” and 2.19 “*Additional investment in investment funds*”, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 “*Investment fund reinvestment*”,
- \_\_\_\_\_ (o) an **investment fund** that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,

- \_\_\_\_\_ (p) a trust company or trust Limited Partnership 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 Limited Partnership, as the case may be,
- \_\_\_\_\_ (q) a person or company trading as agent on behalf of a **fully managed account** managed by that person, if that person (i) 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 (ii) in Ontario, is purchasing a security that is not a security of an **investment fund**,
- \_\_\_\_\_ (r) 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,
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) and paragraph (i) in form and function,
- \_\_\_\_\_ (t) a person or company 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,
- \_\_\_\_\_ (u) 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
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as, (i) an accredited investor, or (ii) an exempt purchaser in Alberta or British Columbia under National Instrument 45-106 *Prospectus and Registration Exemptions* and confirmation of such status is being provided to the Limited Partnership.

**NOTE: The purchaser should initial beside the portion of the above definition applicable to it.**

For the purposes hereof:

“*consultant*” means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer that (a) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution, (b) provides the services under a written contract with the issuer or a related entity of the issuer, and (c) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer.

“*control person*” has the meaning ascribed to that term in the securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the Corporation, or (b) more than 20% of the outstanding voting securities of the Corporation except where there is evidence showing that the holdings of those securities does not affect materially the control of the Corporation.

“*Canadian financial institution*” means (a) 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 (b) a bank, loan Limited Partnership, trust company, trust Limited Partnership, 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.

“*director*” means (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company.

“*executive officer*” means, for an issuer, an individual who is (a) a chair, vice-chair or president, (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (c) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer; or (d) performing a policy-making function in respect of the issuer.

“*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.

“*founder*” means, in respect of the Corporation, means a person who,

- (i) acting alone, in conjunction, or in concert with one or more other persons or companies, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Corporation, and
- (ii) at the time of the proposed trade, is actively involved in the business of the Corporation.

“*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.

“*investment fund*” means a mutual fund or a **non-redeemable investment fund**, and, for greater certainty in British Columbia, includes an employee venture capital Limited Partnership and a venture capital Limited Partnership as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*.

“*non-redeemable investment fund*” means an issuer:

- (i) whose primary purpose is to invest money provided by its security holders,
- (ii) that does not invest, (i) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or (ii) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
- (iii) that is not a mutual fund.

“*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.

“*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 (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta).

“*subsidiary*” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

*Affiliates and Control* An issuer is considered to be an affiliate of another issuer if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person.

A person (first person) is considered to control another person (second person) if

- (i) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation;
- (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership; or
- (iii) the second person is a limited partnership and the general partner of the limited partnership is the first person.

**SCHEDULE "B"**

**TERMS OF SECURITIES**

**Securities:** The securities being offered pursuant to this Offering are Class B Common Shares of the Corporation. The subscription price of each Class B Share is \$0.01.

No maximum number of Shares has been allocated to any purchaser.

Subscribers pursuant to this Offering will also be subscribers pursuant to an offering of fixed rate bonds (the "SVC Offering") being made by a related party, Stoney View Capital Inc. ("SVC"). Each subscriber to the SVC Offering must subscribe for a minimum of 100 Bonds for a subscription price of \$10,000 under the SVC Offering. Subscribers under the SVC Offering will be entitled to subscribe for four (4) Class B Shares pursuant to this Offering for every bond purchased by them pursuant to the SVC Offering.

**Voting Rights:** The holders of the Class B Common Shares shall not have any voting rights for the election of directors or any other purpose and shall not be entitled to receive notice of, to attend and to vote at any annual or extraordinary general meetings of the shareholders of the Corporation.

**Dividend Entitlement:** The right to receive dividends as, when and if declared on the Class B Common Shares by the Corporation. No dividend may be declared or paid on the Class B Common Shares if payment of the dividend would cause the realizable value of the Corporation's assets to be less than the aggregate of its liabilities. No other class or series of shares in the Corporation may be created or issued entitling the holders thereof to dividends.

**Entitlement on Dissolution or Winding-Up:** The right to share in the remaining property of the Corporation upon dissolution after all the Class A shareholders have received payment of the aggregate amount of paid up capital held by each Class A shareholder.