

Schedule 1 – Form of Subscription Agreement



Instructions to Subscriber:

1. **All subscriptions** must be for a minimum of \$5,000 and be in denominations of \$100.
2. **All Subscribers** must complete all of the information in the blanks on page 1 of the Subscription Agreement and sign where indicated with an “X”. If any information is not applicable, state “not applicable”.
3. **All Subscribers except residents of Ontario** must complete and sign the “Risk Acknowledgement” in the form attached as Appendix A to the Subscription Agreement.
4. **Subscribers who are residents of Alberta, Saskatchewan or Manitoba** must complete and sign the Eligible Investor Certificate attached as Appendix B to the Subscription Agreement. The purpose of these certificates is to determine whether you are eligible to participate in a private placement under Section 2.9 of National Instrument 45-106 of the Canadian Securities Administrators.
5. **Subscribers who are residents of Ontario** must complete and sign the Accredited Investor Certificate attached as Appendix C to the Subscription Agreement. The purpose of this certificate is to determine whether you are eligible to participate in a private placement under Section 2.3 of National Instrument 45-106 of the Canadian Securities Administrators.
6. **Subscribers who are residents outside of Canada** must complete and sign the Additional Representations, Warranties and Covenants for Non-Canadian Subscribers Certificate attached as Appendix D to the Subscription Agreement. The purpose of this certificate is to determine whether you are eligible to participate in a private placement under the laws of your jurisdiction.
7. **If the subscriber is not an individual**, a TSX Venture Exchange Form 4C - Corporate Placee Registration Form - in the form attached as Appendix E to the Subscription Agreement.
8. Deliver the completed documents and payment for the Subscription Price to:

ATT: Laura Cristello, Syndication
MGI Securities Inc.
26 Wellington St. E.
Suite 900
Toronto Ontario
M5E 1S2
Fax: (416) 864-7405

no later than 4:00 p.m. (Toronto, Ontario time) on the day that is two Business Days before the Closing Date. Payment should be made by certified cheque, bank draft or other form of immediate funds in an amount equal to the Subscription Price, payable to the appropriate Selling Agent, or such other form of payment as such Selling Agent may accept.

SUBSCRIPTION AGREEMENT

TO: 49 North Resources Inc. (the “Company”)

The undersigned (hereinafter referred to as the “**Subscriber**”) hereby subscribes for \$ _____ (the “**Subscription Price**”) aggregate principal amount of 8% convertible unsecured subordinated debentures (“**Debentures**”) in the Company on the terms and conditions set forth in “**Terms and Conditions of Subscription for Debentures of 49 North Resources Inc.**” attached to and forming part of this Subscription Agreement.

Note: The Debentures will be issued in denominations of \$100 and integral multiples thereof with a minimum subscription price (and minimum face value per Debenture) of \$5,000.

<p><u>Subscriber Information:</u></p> <p>_____ (Name of Subscriber – please print)</p> <p>By: X _____ (Authorized Signature)</p> <p>_____ (Official Capacity or Title – please print)</p> <p>_____ (Print name of individual whose signature appears above if different than the name of the subscriber printed above.)</p> <p>_____ (Subscriber’s Address, including Postal Code)</p> <p>_____ (Telephone Number)</p> <p>_____ (E-mail Address)</p>
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<p><u>Register the Debentures as set forth below:</u></p> <p>Or check box <input type="checkbox"/> if this is the same as the subscriber information to the left.</p> <p>_____ (Name)</p> <p>_____ (Account reference, if applicable)</p> <p>_____ (Address, including Postal Code)</p> <p>_____ (Telephone Number)</p> <p>_____ (E-mail Address)</p>
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<p><u>Additional Information:</u></p> <p>_____ Social Insurance Number (if an individual)</p> <p>_____ Business Number (if not an individual)</p> <p>State whether the Subscriber is an Insider (as defined herein) of the Company: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>State ownership of securities of the Company: <input type="checkbox"/> The Subscriber does not own, directly or indirectly, or exercise control or direction over any securities of the Company; or <input type="checkbox"/> The Subscriber owns, directly or indirectly, or exercises control or direction over, _____ common shares, _____ warrants and 2008 Debentures with a principal dollar amount equal to \$ _____.</p>

<p><u>Deliver the Debentures as set forth below:</u></p> <p>_____ (Name)</p> <p>_____ (Account reference, if applicable)</p> <p>_____ (Address, including Postal Code)</p> <p>_____ (Contact Name, Telephone Number and E-mail Address)</p>
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ACCEPTANCE:

The Company hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

_____, 2010

Subscription No.: _____

49 NORTH RESOURCES INC.

By: _____

This is the first page of an Agreement comprised of 12 pages (not including the appendices hereto).

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
DEBENTURES OF 49 NORTH RESOURCES INC.**

**ARTICLE I
INTERPRETATION**

1.1 Definitions

In this Agreement, including the recitals and schedules hereto, unless the context otherwise requires:

- (a) “**1933 Act**” means the Securities Act of 1933, as amended, of the United States;
- (b) “**Agreement**”, “**hereto**”, “**herein**”, “**hereof**”, “**hereunder**”, and similar expressions refer to the whole of this Subscription Agreement and not to any particular article, section, subsection, paragraph or other portion hereof and include any agreement supplemental hereto and any schedules annexed hereto;
- (c) “**Agents**” means MGI Securities Inc. as lead agent, together with Canaccord Genuity Corp. and Wellington West Capital Inc. as co-agents;
- (d) “**Business Day**” means a day on which Canadian chartered banks are open for banking business in the City of Saskatoon, Saskatchewan;
- (e) “**Closing Date**” has the meaning ascribed to such term in section 5.1;
- (f) “**Closing Time**” has the meaning ascribed to such term in section 5.1;
- (g) “**Company**” means 49 North Resources Inc. and includes any successor corporation to or of 49 North Resources Inc.;
- (h) “**Debentures**” has the meaning attributed to that term on the face page hereof;
- (i) “**Dollars**” or “**\$**” means currency of Canada;
- (j) “**Indenture**” has the meaning ascribed to such term in section 2.1;
- (k) “**Insider**” means (a) a director or senior officer of the Company; (b) a director or senior officer of a company that is an Insider or subsidiary of the Company; or (c) a person that beneficially owns or controls, directly or indirectly, voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of the Company;
- (l) “**Offering**” has the meaning ascribed to such term in section 2.1;
- (m) “**Offering Memorandum**” has the meaning ascribed to such term in section 3.1;
- (n) “**PCMLA**” has the meaning ascribed to such term in section 6.3;
- (o) “**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in the Selling Jurisdictions in Canada, the applicable policy statements issued by the securities regulators in the Selling Jurisdictions in Canada and the regulations, rules, rulings and orders of any stock exchange;
- (p) “**Selling Agents**” means, collectively, the Agents and any other registered dealers authorized by it as sub-agents to offer the Debentures for sale pursuant to the Offering; and “**Selling Agent**” means any one of such Selling Agents.

- (q) “*Selling Jurisdictions*” means the provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario, and such other jurisdictions as the Company and Agents may agree to from time to time;
- (r) “*Subscriber*” means the subscriber for the Debentures as set out on the face page hereof;
- (s) “*Subscription Price*” has the meaning ascribed to that term on the face page hereof; and
- (t) “*U.S. Person*” has the meaning set forth in Rule 902(k) of Regulation S under the 1933 Act.

1.2 Headings

The division of this Agreement into articles, sections, paragraphs, subparagraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections, paragraphs, subparagraphs and clauses are to articles, sections, paragraphs, subparagraphs and clauses of this Agreement.

1.3 References to Statutes

Except as otherwise provided herein, any reference in this Agreement to an act, statute or section thereof, shall be deemed to be a reference to such act, statute or section thereof as amended or re-enacted from time to time.

1.4 Number and Gender

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.5 Governing Law

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

1.6 Currency

All dollar figures stipulated in this Agreement, and all payments required to be made hereunder, shall be in Canadian dollars unless otherwise indicated.

1.7 Entire Agreement

The terms of this Agreement herein contained constitute the entire agreement between the parties hereto and supersede all previous communications, representations, warranties, understandings and agreements between the parties with respect to the subject matter hereof whether verbal or written. Neither this Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

1.8 Severability

In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate, distinct and severable.

1.9 Appendices

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

Appendix A	-	Risk Acknowledgment
Appendix B	-	Eligible Investor Certificate
Appendix C	-	Accredited Investor Certificate
Appendix D	-	Additional Representations, Warranties and Covenants for Non-Canadian Subscribers Certificate
Appendix E	-	Form 4C - Corporate Placee Registration Form

Wherever a term or condition, expressed or implied, of such appendix conflicts or is at variance with any term or condition of this Agreement, such term or condition of this Agreement shall prevail.

ARTICLE 2 TERMS OF THE OFFERING

2.1 Terms of the Offering

The Subscriber acknowledges and agrees that:

- (a) the Debentures subscribed for by it hereunder form part of the issuance and sale by the Company of a minimum of \$2,000,000 aggregate principal amount of Debentures and maximum of \$10,000,000 aggregate principal amount of Debentures (the “**Offering**”);
- (b) the Debentures will be created and issued pursuant to a trust indenture to be entered into between the Company and Equity Transfer & Trust Company, as trustee, on or prior to the Closing Date (the “**Indenture**”), which Indenture will set forth the specific attributes of the Debentures;
- (c) this subscription is subject to rejection or allotment by the Company in whole or in part;
- (d) the Subscriber must purchase a minimum of \$5,000 of Debentures; and
- (e) at closing the Company shall pay the Agents a cash commission equal to 5% of the gross proceeds from Debentures sold pursuant to the Offering and will reimburse the Agents for all reasonable expenses incurred by them in connection with the Offering, including legal fees.

ARTICLE 3 ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS BY SUBSCRIBER

3.1 Acknowledgements, Representations, Warranties and Covenants by Subscriber

The Subscriber hereby acknowledges and represents and warrants to, and covenants with, the Company and the Agents, and acknowledges that the Company and the Agents, and their respective counsel, are relying thereon that:

- (a) the information provided by it in this Agreement is accurate and complete in all material respects and, without limiting the generality of the foregoing, the Subscriber is resident in the jurisdiction set out on the face page of this Agreement. Such address was not created and is not used solely for the purpose of acquiring the Debentures;
- (b) the Subscriber is:
 - (i) resident in or subject to the Securities Laws of British Columbia and has properly completed, executed and delivered to the Company a Risk Acknowledgement in the form attached to this Subscription Agreement as Appendix A; or
 - (ii) resident in or subject to the Securities Laws of Alberta, Saskatchewan or Manitoba and falls within one of the categories noted in Appendix B hereto and has properly completed, executed and delivered to the Company a Risk Acknowledgement in the form attached to this Subscription Agreement as Appendix A and the certificates set forth in Appendix B hereto and the applicable exhibits attached thereto. The information contained therein is

true and correct as of the date hereof and will be true and correct as of the Closing Time;
or

- (iii) an “accredited investor” within the meaning of applicable Securities Laws and has properly completed, executed and delivered to the Company the certificate set forth in Appendix C hereto and the attached exhibit thereto. The information contained therein is true and correct as of the date hereof and will be true and correct as of the Closing Time;
or
 - (iv) a resident of or otherwise subject to applicable securities laws of any jurisdiction not referred to in the preceding paragraphs 3.1(b)(i), (ii) or (iii) and complies with the requirements of all applicable securities legislation in the jurisdiction of the Subscriber’s residence and has properly completed, executed and delivered to the Company the certificate set forth in Appendix D hereto;
- (c) the Subscriber is purchasing the Debentures as principal for its own account and not for the benefit of any other person, or is deemed under applicable Securities Laws to be purchasing as principal, and for investment only and not with a view to the resale or distribution of all or any of the Debentures;
 - (d) the Subscriber is not acting jointly or in concert with any other person for the purposes of the acquisition of the Debentures;
 - (e) 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 Agreement and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof;
 - (ii) a partnership, syndicate or other form of unincorporated association, the Subscriber has the necessary legal capacity and authority to execute and deliver this Agreement and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
 - (iii) an individual, the Subscriber is of full age of majority and is legally competent to execute and deliver this Agreement and to carry out and perform his or her covenants and obligations hereunder;
 - (f) this Agreement has been duly and validly authorized, executed and delivered by or on behalf of and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
 - (g) the execution and delivery of this Agreement and the performance of the covenants and obligations hereunder will not result in a violation of, or create a state of facts which, after notice or lapse of time or both, would result in a violation of, any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber’s constating documents, or any agreement to which the Subscriber is a party or by which it is bound;
 - (h) the Subscriber has no knowledge of a “material fact” or “material change” (as those terms are defined under applicable Securities Laws) in the affairs of the Company that has not been generally disclosed to the public, except knowledge of this particular transaction;
 - (i) the Subscriber is not, and will not by virtue of the purchase of the Debentures become, a “control person” within the meaning of applicable Securities Laws and does not intend to act in concert with any other person to form a “control group” of the Company;
 - (j) the Subscriber has received and reviewed a copy of the offering memorandum (the “**Offering Memorandum**”) dated July 6, 2010 prepared by the Company for the purpose of evaluating the

investment in the Debentures and that, in so evaluating the investment, has not relied on any other information or representation from the Company or the Company's directors, officers, agents or employees;

- (k) other than an Offering Memorandum, the Subscriber has not received nor been provided with, nor has it requested, nor does it have any need to receive, a prospectus, within the meaning of the Securities Laws, nor any sales or advertising literature in connection with the Offering. The Subscriber's decision to subscribe for the Debentures was based solely on information about the Company which is publicly available;
- (l) the Subscriber acknowledges that:
 - (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Debentures, there is no government or other insurance covering the Debentures and there are risks associated with the purchase of the Debentures;
 - (ii) the Subscriber is aware of the characteristics of the Debentures, the risks relating to an investment therein and of the fact that it may not be able to resell the Debentures, except in accordance with limited exemptions under applicable Securities Laws. The Subscriber is knowledgeable and/or experienced in business and financial matters, is capable of evaluating the merits and risks of an investment in the Debentures and is capable of bearing the economic loss of the investment;
- (m) the Debentures and the common shares of the Company issuable upon conversion of the Debentures are subject to a four (4) month hold period under applicable Securities Laws calculated from the Closing Date. The certificates representing the Debentures and the common shares issuable upon conversion of the Debentures will bear the following legends as required by National Instrument 45-102 – *Resale of Securities*, with the necessary information inserted, and the Subscriber agrees to comply with the terms of such legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER THE [CLOSING DATE]”

In addition, the certificates representing the Debentures and the common shares issuable upon conversion of the Debentures will also bear a legend substantially in the following form as required by the TSXV and the Subscriber agrees to comply with the terms of such legend:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE 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 [THE DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER THE CLOSING DATE].”

- (n) the Subscriber has not become aware of any advertisement in printed public media, radio, television or telecommunications or other form of advertisement (including electronic display) with respect to the distribution of the Debentures other than the Offering Memorandum;
- (o) no person has made to the Subscriber any written or oral representation:
 - (i) that any person will resell or repurchase the Debentures;

- (ii) that any person will refund the Subscription Price; or
- (iii) as to the future price or value of the Debentures;
- (p) the Subscriber acknowledges that it has been encouraged to consult its own advisors as it considers appropriate in connection with its subscription for the Debentures, the execution and delivery of, and the performance of its obligations under, this Agreement and with respect to restrictions on trading in the Debentures imposed by applicable Securities Laws and accordingly, has had the opportunity to acquire an understanding of the meanings of all terms contained herein relevant to the Subscriber for purposes of the acknowledgements, representations, warranties and covenants under this Agreement;
- (q) the Subscriber acknowledges and agrees that the Company may make any and all filings or disclosures required by applicable Securities Laws with any regulatory authority with respect to this Agreement and the transactions contemplated hereby;
- (r) if required by applicable Securities Laws or any regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Company in filing such reports, undertakings and other documents with respect to the issue and sale of the Debentures as may be required;
- (s) the Subscriber is not a U.S. Person nor subscribing for the Debentures for the account of a U.S. Person or for resale in the United States and the Subscriber confirms that the Debentures have not been offered to the Subscriber in the United States and that this Agreement has not been signed in the United States;
- (t) the Subscriber is aware that Debentures and the common shares issuable upon conversion of the Debentures have not been nor will be registered under the 1933 Act or the securities laws of any state, territory or possession of the United States, and that the Debentures and common shares of the Company may not be offered or sold in the United States without registration under the 1933 Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the Company has no present intention of filing a registration statement under the 1933 Act in respect of the Debentures or the common shares of the Company;
- (u) the Subscriber undertakes and agrees that it will not offer or sell any or all of the Debentures (or the securities which may be issued, directly or indirectly, in exchange therefor or in connection therewith) in the United States unless such securities are registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available and such offer and sale is otherwise conducted in accordance with the provisions of applicable securities laws, regulations, rules, policies and orders and stock exchange rules;
- (v) the Subscriber was not created and is not being used primarily for the purpose of purchasing the Debentures;
- (w) the Company may complete additional financings in the future in order to develop the business of the Company and fund its ongoing development, and, if the Subscriber does not fully participate, such future financings may have a dilutive effect on the security holdings of the Subscriber;
- (x) the Subscriber understands that pursuant to the Agency Agreement the Issuer will pay to, or issue to, the Agents, certain fees, expenses and other consideration in connection with the Offering;
- (y) the Subscriber acknowledges that counsel for the Company and the Agents are acting as counsel to the Company and the Agents, respectively, and not as counsel to the Subscriber or any other party. The Subscriber acknowledges and agrees that it is solely responsible for obtaining such legal, tax, financial and other professional advice as it considers appropriate in connection with the execution,

delivery and performance by it of this Agreement and the acquisition of the Debentures hereunder; and

- (z) the Subscriber acknowledges and agrees that all costs and expenses incurred by him (including, without limitation, any fees and disbursements of legal, tax, financial and other professional advisors retained by the Subscriber) relating to this Agreement or the transactions hereunder shall be borne by the Subscriber.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE CORPORATION.

4.1 Representations and Warranties of the Company

The Company hereby represents and warrants to the Subscriber as follows:

- (a) the Company has been duly incorporated and organized under the laws of its jurisdiction of incorporation and is validly existing and is current and up-to-date with all material filings required to be made under the laws of its jurisdiction of incorporation and has all requisite corporate power to carry on its business as now conducted and as presently proposed to be conducted and to own or lease its property;
- (b) the Company is qualified to carry on business under the laws of each jurisdiction in which it carries on its business;
- (c) the Company is a reporting issuer in all of the provinces and territories of Canada;
- (d) the Company is conducting its business in material compliance with all applicable laws, rules and regulations in the jurisdictions in which its business is carried on;
- (e) no order ceasing or suspending trading in the securities of the Company nor prohibiting the sale of such securities has been issued and is in effect in respect of the Company or its directors, officers or promoters and to the best of the Company's knowledge and belief no investigations or proceedings for such purposes are pending or threatened;
- (f) the Company has the power and authority to create, issue and deliver the Debentures;
- (g) The Company has reserved for issue such number of common shares in its capital stock as may from time to time be necessary for the Company to issue such common shares if, as and when the Debentures, or any of such Debentures are converted in accordance with the provisions of the Indenture, and all of which common shares, if and when so issued, shall be issued and outstanding as fully paid and non-assessable shares in the capital stock of the Company;
- (h) as of the Closing Date, the Company will have taken all corporate steps necessary to duly authorize all matters in connection with the Offering, including, without limitation: (i) the execution and delivery of this Agreement and such other agreements and instruments as contemplated herein; and (ii) the creation and issuance of the Debentures;
- (i) once executed by the Company, this Agreement will constitute a legal, valid, binding and enforceable obligation of the Company, subject to applicable bankruptcy, insolvency and other laws affecting the rights of creditors generally and to the discretion of the courts to limit the availability of equitable remedies;
- (j) the execution and delivery of this Agreement and the performance of the covenants and obligations hereunder will not result in a violation of or create a state of facts which, after notice or lapse of time or both, would result in a violation of any of the terms or provisions of any law applicable to the Company or any of the Company's constating documents or any agreement to which the Company is a party or by which it is bound;

- (k) the Company has complied, or will comply, with all applicable Securities Laws in connection with the issuance of the Debentures; and
- (l) no approval, authorization, consent or other order of, and no filing, registration or recording with, any governmental authority is required by the Company in connection with the execution and delivery or with the performance by the Company of this Agreement, except for such reports required to be filed in compliance with the applicable Securities Laws and the acceptance of the TSX Venture Exchange.

ARTICLE 5 CLOSING

5.1 Closing

Subject to the following provisions of this Article 5, closing shall occur on such date as may be mutually agreed to by the Company and Agents in accordance with the Agency Agreement (the “**Closing Date**”) and at such time (the “**Closing Time**”) and at such place (the “**Closing Place**”) on such Closing Date as may be mutually agreed to by the Company and Agents, provided that the Issuer shall give, or cause a Lead Agent to give, the Subscriber at least three business days notice of such Closing Date. Subsequent closings may occur thereafter in the discretion of the Company and the Agents.

5.2 Deliveries by Subscriber

The Subscriber agrees to deliver to the offices of:

ATT: Laura Cristello, Syndication
MGI Securities Inc.
26 Wellington St. E.
Suite 900
Toronto Ontario
M5E 1S2
Fax: (416) 864-7405

not later than 4:00 p.m. (Toronto, Ontario time) on the day that is two (2) Business Days before the Closing Date:

- (a) this duly completed and executed Agreement;
- (b) a duly completed and executed copy of Appendix A;
- (c) a duly completed and executed copy of Appendix B, if applicable;
- (d) a duly completed and executed copy of Appendix C, if applicable;
- (e) a duly completed and executed copy of Appendix D, if applicable;
- (f) a duly completed and executed copy of Appendix E, if applicable;
- (g) a certified cheque or bank draft payable to your Selling Agent for the Subscription Price or payment of the same amount in such other manner as is acceptable to such Selling Agent; and
- (h) such other documents as may be necessary and reasonably requested by the Company or the Agents in order to complete this transaction.

5.3 Conditions of Closing

The Subscriber acknowledges and agrees that the obligations of the Company hereunder are conditional upon:

- (a) delivery by the Subscriber of those items referred to in Section 5.2 hereof;

- (b) the TSXV Venture Exchange shall have accepted the Offering, the issuance of the Debentures hereunder, and the listing of the common shares of the Company issuable upon conversion of the Debentures on the TSXV Venture Exchange;
- (c) all of the covenants and obligations contemplated by the Agency Agreement or this Agreement to be observed and/or performed by or on behalf of the Company on or prior to the Closing Date shall have been observed or performed to the satisfaction of, or shall have been waived by, the Agents;
- (d) the Company and the Agents, and their respective legal counsel, shall have satisfied themselves that the acceptance by the Company of this Subscription, in whole or in part, the creation of the Debentures and the issuance of the Debentures to the Subscriber complies with all applicable laws and the provisions of the Agency Agreement;
- (e) acceptance of this Subscription in whole or in part by the Company, it being expressly acknowledged by the Subscriber that this Subscription is subject to acceptance or rejection in whole or in part by the Company and, subject to the provisions of the Agency Agreement, the right is reserved to close the subscription books under the Offering at any time without notice. Without limiting the generality of the foregoing, the Company may decline to complete the Closing of the transaction of purchase and sale hereunder if the Company or the company's legal counsel, acting reasonably, believes that such Closing would be unlawful or in contravention of any applicable laws or would result in an unlawful issuance or sale of securities; and
- (f) the delivery by the Company (or by its registrar and transfer agent) to or to the order of the Lead Agent of a definitive certificate for the Debentures registered in the name of the Subscriber or its nominee which certificate shall be in a form satisfactory to the Agents.

5.4 Counterpart and Facsimile Execution

The Company shall be entitled to rely on delivery of a facsimile or electronic copy of an executed Agreement, and acceptance by the Company of such facsimile or electronic copy shall be legally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms hereof. In addition, this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

5.5 Acceptance/Rejection

In the event that the Company rejects, or fails to accept, in whole or in part this subscription, all monies received by the Company on account of the Subscription Price and not applied to the purchase of Debentures hereunder shall be returned, without interest or deduction, by the Company to the Subscriber (or to the Agents as agent for the Subscriber) within 15 days following the Closing Date, it being acknowledged and agreed to by the Subscriber for greater certainty, that if this subscription is accepted in part, those Debentures in respect of which this subscription is accepted shall and shall be deemed to be the "Debentures" for the purposes of this Agreement and shall be sold and issued to the Subscriber in accordance with the terms and conditions of this Agreement, in which case only the balance of the monies received by the Company and not so applied on account of the Subscription Price for such Debentures shall be returned to the Subscriber as aforesaid.

5.6 Authority of Agents

The Agents are hereby appointed as the Subscriber's agent to represent the Subscriber at the Closing for the purpose of all Closing matters and delivery of all Closing documents by or to the Subscriber hereunder and for that purpose is hereby authorized by the Subscriber, for and on behalf of the Subscriber, to extend any time periods for Closing and/or to modify or waive any conditions or covenants of the Company contemplated herein or in the Agency Agreement as the Agents, in their sole discretion, deem appropriate. Without limiting the generality of the foregoing, the Agents are hereby specifically and irrevocably authorized by the Subscriber:

- (a) to waive, in whole or in part, any representations, warranties or covenants for the benefit of the Subscriber contained in the Agency Agreement or this Agreement;

- (b) to complete or correct manifest errors or omissions in the information provided by the Subscriber in this Agreement, including, without limitation, any Appendices and any other forms or documents delivered by the Subscriber in connection with the transactions contemplated hereby;
- (c) to act as the Subscriber's representative at the Closing and to execute in its name and on its behalf all Closing receipts and documents required;
- (d) to receive on behalf of the Subscriber any monies that are to be returned to the Subscriber as contemplated by Section 5.5 of these Terms and Conditions in the event that this Subscription is not accepted in whole or in part; and
- (e) to approve any opinions, certificates or other documents addressed to the Subscriber at or in connection with Closing, if any.

ARTICLE 6 GENERAL

6.1 Survival and Indemnity

The Subscriber acknowledges and agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Agreement and as of the Closing Time and will survive the completion of the issuance of the Debentures. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Company and its counsel, and the Agents and its counsel, in determining the eligibility of a purchaser of Debentures and the Subscriber agrees to indemnify and hold harmless the Company, the Agents and their respective affiliates, shareholders, directors, officers, partners, employees and agents, from and against all losses, claims, costs, expenses and damages or liabilities whatsoever which any of them may suffer or incur which are caused or arise from a breach thereof. The Subscriber undertakes to immediately notify MGI Securities Inc. care of McDougall Gauley LLP, 701 Broadway Avenue P0 Box 638, Saskatoon SK, S7K 3L7, Attention: Chad Haaf, fax: (306) 652-1323 or email: chaaf@mcdougallgauley.com, and the Company care of McKercher LLP, 374 Third Avenue South, Saskatoon, SK S7K 1M5, Attention: John Pringle, fax: (306) 653-2669 or email: j.pringle@mckercher.ca, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

6.2 Personal Information

- (a) the Subscriber hereby acknowledges that this Agreement and the appendices hereto require the Subscriber to provide certain personal information to the Company and such information is being collected by the Company and Agents for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Debentures under applicable Securities Laws, preparing and registering certificates representing the Debentures to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority.
- (b) the Subscriber hereby consents to and authorizes the Company and the Agents to disclose any of the Subscriber's personal information (such as name, address and telephone number, the number of Debentures being purchased hereunder and the Subscription Price as well as the Closing Date and the exemption that the Subscriber is relying on in purchasing the Debentures) disclosed herein to: (a) any stock exchanges or securities regulatory authorities including, without limitation, the Ontario Securities Commission, (b) the Company's registrar and transfer agent, and (c) any of the other parties involved in the Offering, including legal counsel, and hereby acknowledges that such personal information may be retained by the Company and included in record books in connection with the Offering.
- (c) the Subscriber hereby acknowledges that the Subscriber's personal information described herein is being indirectly collected by applicable securities regulatory authorities, including the Ontario Securities Commission, under the authority granted to it under applicable Securities Laws including Securities Laws applicable in the Province of Ontario. This information is being

collected for the purposes of the administration and enforcement of applicable Securities Laws including Securities Laws applicable in Ontario.

- (d) the Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby.
- (e) in the event the Subscriber has any questions with respect to the indirect collection of information by the Ontario Securities Commission, the Subscriber should contact the Ontario Securities Commission, Administrative Assistant to the Director of Corporate Finance at (416) 593-8086 or in person or in writing at Suite 1900, Box 55, 20 Queen Street West, Toronto, Ontario, M51-1 358.

6.3 Proceeds of Crime (Money Laundering) and Terrorist Financing Act

The Subscriber represents and warrants that the funds representing the Subscription Price which will be advanced by the Subscriber to the Company and the Agents hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLA") and the Subscriber acknowledges that the Company and the Agents may in the future be required by law to disclose the Subscriber's name and other information relating to this Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge (a) none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) it shall promptly notify the Company and the Agents if the Subscriber discovers that any of such representations ceases to be true, and to provide the Company and the Agents with appropriate information in connection therewith.

6.4 Time of the Essence

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

6.5 Costs and Expenses

The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Debentures to the Subscriber shall be borne by the Subscriber.

6.6 Successors and Assigns

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Subscriber, the Company and the Agents and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent to the beneficial owner and as otherwise herein provided, this Agreement shall not be assignable by any party without prior written consent of the other parties.

6.7 Binding Subscription

The Subscriber agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber.

6.8 Language

The parties hereto have required that the Agreement and all documents and notices related thereto and/or resulting therefrom be drawn up in the English language only. Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou qui en découleront soient rédigés en langue anglaise seulement.

Form 45-106F4

To be completed only by British Columbia, Alberta, Manitoba & Saskatchewan residents purchasing Debentures pursuant to subparagraph 3.1(b)(i) or (ii) of the Terms and Conditions of Subscription for Debentures of 49 North Resources Inc.

<p>RISK ACKNOWLEDGEMENT</p> <p>WARNING</p>
<ul style="list-style-type: none"> ● I acknowledge that this is a risky investment. ● I am investing entirely at my own risk. ● No securities regulatory authority has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum. ● I will not be able to sell these securities for four months. ● I could lose all the money I invest. <p>I am investing \$_____ [total consideration] in total; this includes any amount I am obliged to pay in the future. 49 North Resources Inc. will pay 5% of this to MGI Securities Inc., Canaccord Genuity Corp. and Wellington West Capital Inc. as a fee or commission.</p> <p>I acknowledge that this is a risky investment and that I could lose all the money I invest.</p> <p>Date: _____</p> <p style="text-align: right;">_____ Signature of Purchaser</p> <p style="text-align: right;">_____ Print name of Purchaser</p> <p>Sign 2 copies of this document. Keep one copy for your records.</p>

You have 2 business days to cancel your purchase.

To do so, send a notice to 49 North Resources Inc. stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to 49 North Resources Inc. at its business address. Keep a copy of the notice for your records.

Issuer Name and Address: 49 North Resources Inc.
 602, 224 – 4th Avenue South, Saskatoon, SK S7K 5M5
 Telephone: (306) 653-2692 Facsimile: (306) 664-4483
 Website address: www.fnr.ca Email: ir@fnr.ca

You are buying Exempt Market Securities

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

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

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

You will receive an offering memorandum

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

The securities you are buying are not listed

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

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

Saskatchewan Financial Services Commission 6 th Floor 1919 Saskatchewan Drive Regina, SK S4P 3V7 Tel: (306) 787-5645 Fax: (306) 787-5899 www.sfsc.gov.sk.ca	Alberta Securities Commission 300 Fifth Avenue S.W. Calgary, AB T2P 3C4 Tel: (403) 297-6454 Main Fax: (403) 297-6156
British Columbia Securities Commission 701 West Georgia Street Vancouver, B.C. V7Y 1L2 Tel: 604-899-6500 Fax: 604-899-6506 www.bcsc.bc.ca	The Manitoba Securities Commission 500-400 St. Mary Avenue Winnipeg, MB R3C 4K5 Telephone (204) 945-2548 Fax (204) 945-0330

ELIGIBLE INVESTOR CERTIFICATE

To be completed only by Alberta, Manitoba & Saskatchewan residents purchasing Debentures pursuant to subparagraph 3.1(b)(ii) of the Terms and Conditions of Subscription for Debentures of 49 North Resources Inc.

TO: 49 NORTH RESOURCES INC. (the “Company”)

In connection with the purchase of Debentures by the undersigned subscriber (the “Subscriber”), the Subscriber hereby represents, warrants, covenants and certifies to the Company and the Agents that **(please initial)**:

- _____ (A) the aggregate subscription price does not exceed \$10,000; or
- _____ (B) it is a person who, either alone or in the case of an individual, jointly with a spouse, beneficially owns, directly or indirectly, net assets having an aggregate realizable value that before taxes, but net of liabilities, exceeds \$400,000; or
- _____ (C) it is a person whose net income before taxes exceeded \$75,000 in each of the two most recent years or whose net income before taxes alone, or in the case of an individual, combined with that of a spouse exceeded \$125,000 in each of the 2 most recent years and who, in either case, reasonably expects to exceed that net income level in the current year; or
- _____ (D) it is a person of which a majority of the voting securities are beneficially owned by persons described in (B) or (C) or a majority of the directors are persons described in (B) or (C); or
- _____ (E) it is a general partnership in which all the partners are persons described in (B) or (C); or
- _____ (F) it is a limited partnership in which a majority of the partners are persons described in (B) or (C); or
- _____ (G) it is a trust or estate in which all of the beneficiaries or a majority of the trustees are persons described in (B) or (C); or
- _____ (H) it is a close personal friend of Tom MacNeill, Brad Munro, Stephen P. Halabura, Jeffrey N. Green or Michael Ryer each being a director of the Company, or of Ronald Walker, the Chief Financial Officer of the Company **[please see additional instructions below]**; or
- _____ (I) it is a close business associate of Tom MacNeill, Brad Munro, Stephen P. Halabura, Jeffrey N. Green or Michael Ryer each being a director of the Company, or of Ronald Walker, the Chief Financial Officer of the Company **[please see additional instructions below]**; or
- _____ (J) it is a person in Canada that has obtained advice regarding the suitability of the investment from an investment dealer, securities dealer or their equivalent registered under the securities legislation of the relevant province or territory **[please fill out Exhibit I to Appendix B]**.

If the Subscriber has initialed (H) or (I) above, the Subscriber acknowledges and agrees to provide further particulars of the Subscriber’s close relationship with one of the directors or the senior officer of the Company, and if the Subscriber is a resident in or otherwise subject to applicable securities laws of Saskatchewan, a signed Risk Acknowledgement (Form 45-106F5).

Upon execution of this certificate by the Subscriber, this certificate shall be incorporated into and form a part of the Subscription Agreement. Dated: _____,2010

Print name of Subscriber

By: _____
Signature of Subscriber

Print name of Signatory (if different from Subscriber)

Title:

CERTIFICATE OF ELIGIBILITY ADVISER

I, _____, of _____, in the Province of _____, hereby certify as follows:

1. That I have been consulted by _____ about a proposed purchase of securities to be issued by 49 North Resources Inc. (the "Issuer").

2. That I have reviewed the offering memorandum dated July 6, 2010, and have provided independent advice to _____ with respect to:

- a. The attributes of the securities;
- b. The merits and risks of an investment in the securities;
- c. His/her ability to bear the loss of an investment in the securities;
- d. His/her ability to discharge any continuing commitments associated with the securities;
- e. Rights of withdrawal, rescission and damages; and
- f. Restrictions on the resale of the securities.

3. Please circle or initial the correct statement about you:

a. That I am registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of _____ and am authorized to give advice with respect to the type of security being offered by the Issuer.

- or -

b. If the subscriber is a resident of Saskatchewan or Manitoba, I am a lawyer or public accountant who is a practicing member in good standing with my professional regulatory body and:

- (i) I do not have a professional, business or personal relationship with the Issuer, or any of its directors, executive officer, founders, or control persons; and
- (ii) I do not act for or have been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months.

Dated at _____, in the Province of _____, this day of _____, 2010.

Adviser's Signature

Adviser's Name (Printed)

Address

Telephone Number

ACCREDITED INVESTOR CERTIFICATE

To be completed only by Ontario residents purchasing Debentures pursuant to subparagraph 3.1(b)(iii) of the Terms and Conditions of Subscription for Debentures of 49 North Resources Inc.

TO: 49 NORTH RESOURCES INC. (the “Company”)

In connection with the purchase of Debentures by the undersigned subscriber (the “**Subscriber**”), the Subscriber hereby represents and warrants to the Company and to the Agents, as an integral part of the Subscription Agreement of which this Accredited Investor Certificate forms a part, that he, she or it is an “accredited investor” as defined in National Instrument 45-106 of the Canadian Securities Administrators (“**NI45-106**”), and, in particular, that he, she or it is: (please initial each box next to the paragraph that describes you)

- 1. A Canadian financial institution, or a Schedule III bank.
- 2. The Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).
- 3. A subsidiary of any person referred to in paragraph 1 or 2 above, 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.
- 4. 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).
- 5. 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 4.
- 6. The Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada.
- 7. A municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec.
- 8. Any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.
- 9. A pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada.
- 10. An individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000.
- 11. 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.
- 12. An individual who, either alone or with a spouse, has net assets of at least \$5,000,000.
- 13. 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, which person has not been created and/or is not being used solely to purchase or hold securities as an “accredited investor”.

- 14. 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 acquired securities in the circumstances referred to in sections 2.10 and 2.19 of NI45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI45-106.
- 15. 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.
- 16. A trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be.
- 17. A person acting 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 advisor 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.
- 18. 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.
- 19. An entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs 1 to 4 or paragraph 9 in form and function.
- 20. 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.
- 21. An investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser.
- 22. A person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

DATED _____, 2010

Name of Subscriber (please print)

Signature of Subscriber (or of authorized signing authority)

Name and title /position of authorized signing authority (please print)

**ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS
FOR NON-CANADIAN SUBSCRIBERS CERTIFICATE
(OTHER THAN U.S. SUBSCRIBERS)**

To be completed only by residents of, or otherwise subject to, the securities legislation of a jurisdiction other than Canada or the United States purchasing Debentures pursuant to subparagraph 3.1(b)(iv) of the Terms and Conditions of Subscription for Debentures of 49 North Resources Inc.

TO: 49 NORTH RESOURCES INC. (the “Company”)

In connection with the purchase of Debentures by the undersigned subscriber (the “**Subscriber**”), the Subscriber, on its own behalf and (if applicable) on behalf of others for whom it is acting hereunder, further represents, warrants and covenants to and with the Company and the Agents and their respective counsel (and acknowledges that the Company, the Agents and their respective counsel are relying thereon) that it is, and (if applicable) any disclosed beneficial purchaser for whom it is acting hereunder is, a resident of, or otherwise subject to, the securities legislation of a jurisdiction other than Canada or the United States, and:

- (a) the Subscriber is, and (if applicable) any other purchaser for whom it is acting hereunder, is:
 - (i) a purchaser that is recognized by the securities regulators in the jurisdiction in which it, and (if applicable) any other purchaser for whom it is acting hereunder, is resident or otherwise subject to the securities laws of such jurisdiction as an exempt purchaser and (subject to (b)(i) below) is purchasing the Debentures as principal for its, or (if applicable) each such other purchaser’s, own account, and not for the benefit of any other person, for investment only and not with a view to resale or distribution and no other person, corporation, firm or other organization has a beneficial interest in the said securities being purchased, or purchasing the securities as agent or trustee for the principal disclosed on the cover page of this Agreement and each disclosed principal for whom the Subscriber is acting is purchasing as principal for its own account, and not for the benefit of any other person, and is purchasing for investment only and not a view to resale or distribution; or
 - (ii) a purchaser which is purchasing Debentures pursuant to an exemption from any prospectus or securities registration requirements (particulars of which are enclosed herewith) available to the Company, the Agents, the Subscriber and any such other purchaser under applicable securities laws of their jurisdiction of residence or to which the Subscriber and any such other purchaser are otherwise subject to, and the Subscriber and any such other purchaser shall deliver to the Company and the Agents such further particulars of the exemption and their qualification thereunder as the Company or the Agents may reasonably request;
- (b) if the Subscriber is resident in or otherwise subject to applicable securities laws of the United Kingdom:
 - (i) the Subscriber is a person in the United Kingdom: (A) who is a ‘qualified investor’ for the purposes of section 86(7) of the Financial Services and Markets Act 2000 (“FSMA”) and is purchasing the Debentures as principal for its own account and not for the benefit of others, other than on behalf of (a) discretionary client(s) in circumstances where section 86 (2) FSMA applies; and (B) is such a person as is referred to in Article 19 (investment professionals) or 49 (high net worth companies etc) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “FPO”); and (C) and has complied with and undertakes to comply with all applicable provisions of the FSMA and other applicable securities laws with respect to anything done by it in relation to the Debentures in, from or otherwise involving the United Kingdom; and
 - (ii) the Subscriber acknowledges that the offer detailed in this Subscription Agreement is only directed in the United Kingdom at:
 - (a) (in the case of investment professionals as is referred to in Article 19 of the FPO) persons having professional experience in matters relating to investments;

(b) (in the case of high net worth companies, etc. as is referred to in Article 49 of the FPO) high net worth companies, unincorporated associations or partnerships or trustees of high value trusts which currently have, and had throughout the previous 12 months: (A) in the case of a company, a called up share capital or net assets of not less than £500,000 (for companies with more than 20 members) or net assets of not less than £5,000,000 in any other case; or (B) in the case of an unincorporated association or partnership, net assets of not less than £5,000,000; or (C) in the case of a trustee of a high value trust, cash and investments forming part of the trust's assets (before the deduction of liabilities) with an aggregate value of not less than £10,000,000.

The offer detailed in this Subscription Agreement is not available in the UK to any other persons and no other persons should rely on the contents of this Subscription Agreement.

(iii) the Subscriber confirms that, to the extent applicable to it, it is aware of, has complied and will comply with its obligations in connection with the Criminal Justice Act 1993, the Proceeds of Crime Act 2002 and Part VIII of the FSMA, it has identified its clients in accordance with the Money Laundering Regulations 2003 (the "Regulations") and has complied fully with its obligations pursuant to the Regulations and will, as a condition precedent of any acceptance of this subscription, provide all such information and documents as may be required in relation to it (or any person on whose behalf it is acting as agent) that may be required by the Company or the Agents or any agent or person acting for them in order to discharge any obligations under the Regulations;

(c) the purchase of Debentures by the Subscriber, and (if applicable) each such other purchaser, does not contravene any of the applicable securities laws in such jurisdiction and does not trigger: (i) any obligation of the Company to prepare and file a prospectus, an offering memorandum or similar document, or (ii) any obligation of the Company to make any filings with or seek any approvals of any kind from any regulatory body in such jurisdiction or any other ongoing reporting requirements with respect to such purchase or otherwise; or (iii) any registration or other obligation on the part of the Company or the Agents;

(d) the Subscriber is knowledgeable of, and has been independently advised as to, the securities laws of such jurisdiction as applicable to this Subscription Agreement; and

(e) the Subscriber, and (if applicable) any other purchaser for whom it is acting hereunder will not sell or otherwise dispose of any securities of the Company, except in accordance with applicable securities laws, and if the Subscriber, or (if applicable) such disclosed beneficial purchaser sell or otherwise dispose of any securities of the Company to a person other than a resident of Canada, the Subscriber, and (if applicable) such disclosed beneficial purchaser, will obtain from such purchaser representations, warranties and covenants in the same form as provided in this Appendix D and shall comply with such other requirements as the Company may reasonably require.

Dated at _____ this ____ day of _____, 2010.

Name of Subscriber

By: _____
Signature

Title:



FORM 4C

CORPORATE PLACEE REGISTRATION FORM

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

1. Placee Information:

(a) Name: _____

(b) Complete Address: _____

(c) Jurisdiction of Incorporation or Creation: _____

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

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

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

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

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

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

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

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

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

Name	City	Province or State	Country

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

Acknowledgement - Personal Information

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

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

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

Dated at _____ on _____.

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT