

## SUBSCRIPTION AGREEMENT

### TRINITY WOOD MINING 2009-I FLOW-THROUGH LIMITED PARTNERSHIP

(the “Fund”)

#### INSTRUCTIONS

##### **All Subscribers:**

- Please complete and sign pages 1 and 2 of the Subscription Agreement and for “accredited investors” the Accredited Investor Certificate attached hereto as Schedule “A”.

##### **For Subscribers in British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories and Nunavut (other than “accredited investors” or subscribers purchasing \$150,000 of units)**

- Please complete and sign two copies of the applicable Risk Acknowledgement Form 45-106F4 attached to the Subscription Agreement as Schedule “B” (Schedule “B1” if purchasing through a registered dealer **or** Schedule “B2” if not purchasing through a registered dealer). Investors should retain one signed copy for their records. For “eligible investors” please complete and sign the Certificate of Eligible Investor attached hereto as Schedule “C”.

## Statutory Exemptions, Certificates and Forms

- The statutory minimum for a resident in any of the provinces of Canada investing in the Fund pursuant to the “minimum amount investment exemption” as described in National Instrument 45-106 (and Regulation 45-106 respecting prospectus and registration exemptions (Québec) for residents of Quebec ) (National Instrument 45-106 and Regulation 45-106 collectively referred to as “NI 45-106”), is \$150,000.
- For residents in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Nunavut and Quebec (the “Offering Jurisdictions”) who qualify as an “accredited investor” and residents of British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories and Nunavut who are investing pursuant to the “offering memorandum exemption”, as described in NI 45-106, there is no minimum investment amount required but the General Partner has established an aggregate minimum initial subscription of units of the Fund (the “Units”) of \$2,500.
- An investor resident in the Offering Jurisdictions who wishes to purchase as an “accredited investor” must complete Schedule “A” of the Subscription Agreement “Certificate of Accredited Investor” before the subscription is accepted by the General Partner.
- An investor resident in British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island, Northwest Territories or Nunavut who wishes to purchase pursuant to the provisions of the “offering memorandum exemption” in NI 45-106 must complete the applicable Risk Acknowledgement Form 45-106F4 attached to the Subscription Agreement as Schedule “B” (Schedule “B1” if purchasing through a registered dealer **or** Schedule “B2” if **not** purchasing through a registered dealer) before the subscription can be accepted by the General Partner. Investors in Alberta, Saskatchewan, Manitoba, Prince Edward Island, Northwest Territories and Nunavut relying on the offering memorandum exemption must qualify as an “eligible investor” as described under Part 1, Section 1.1 of NI 45-106 **or** purchase Units with an acquisition cost that does not exceed \$10,000. *Please note that investors in Saskatchewan may not use the criteria in paragraph (g) of the definition of “eligible investor” in Part 1, section 1.1 of NI 45-106 (persons described under Family, friends and business associates), to qualify as an eligible investor.* In addition, please note that in Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Saskatchewan, an investor will not be able to purchase Units as an eligible investor under paragraph (a) of the definition of “eligible investor” under Part 1, section 1.1 of NI 45-106 if that person is created or used solely to purchase or hold securities in reliance on this exemption from the dealer registration or prospectus requirements.
- The General Partner may require that an investor execute such other forms as may be required by law and provide additional representations and warranties prior to the subscription being accepted by the General Partner.

## **Subsequent Subscriptions**

You covenant and agree that (i) the representations and warranties contained in this Subscription Agreement will be true and correct on the date on which any additional Units are purchased by you as if such representations and warranties were made on the date of such additional investment; and (ii) if you are acquiring Units hereunder pursuant to the minimum amount investment exemption, that you are purchasing the Units as principal and that either the aggregate acquisition cost or the net asset value of Units held by you on the date of purchase of additional Units is not less than CAD\$150,000 and such additional Units are of the same class of Units of the Fund held by you on such date. The General Partner reserves the right to require a Certificate of Accredited Investor to be executed by an investor who originally invested as an “accredited investor” prior to accepting any additional investment from the investor.

A British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories or Nunavut investor who is utilizing the “offering memorandum exemption” in NI 45-106 is required to sign both a new Subscription Agreement and a new Risk Acknowledgement Form when making any subsequent investment. Additionally, an Alberta, Saskatchewan, Manitoba, Prince Edward Island, Northwest Territories or Nunavut investor will be required to meet any additional criteria and complete any additional documentation which may be required under NI 45-106 relating to “eligible investors” or in relation to acquisition cost thresholds, as applicable.

You acknowledge that you have received a copy of, and read and understood, the Offering Memorandum of the Fund dated September 1, 2009, as amended from time to time (the “Offering Memorandum”). You acknowledge that no securities commission or similar authority has passed upon the Offering Memorandum or the merits of an investment in the Units of the Fund. You agree to be subject to the terms of the Partnership Agreement governing the Fund in the form attached to the Offering Memorandum, as amended from time to time (the “Partnership Agreement”). You further acknowledge that your decision to enter into this Subscription Agreement and to purchase the purchased Units has been made upon information contained in the Offering Memorandum governing the Fund in which you are investing only and has not been made upon any verbal or written representation as to fact or otherwise made by the General Partner or any other person. Purchasers have certain rights of action for damages or rescission described in the Offering Memorandum governing the Fund upon the issuance of the purchased Units.

Your subscription is made on the terms and conditions described in the Offering Memorandum governing the Fund and the purchase of the purchased Units subscribed for hereby is subject to acceptance or rejection in whole or in part by the General Partner as detailed in the Offering Memorandum governing the Fund and herein. If the General Partner does not accept this subscription, the purchase price for the purchased Units subscribed for hereby will be returned to you forthwith without interest or deduction.

The purchased Units are generally not transferable as described in the Offering Memorandum governing the Fund. Certificates representing the purchased Units will not be issued. Following the issuance of the purchased Units, you will be issued a confirmation indicating the number of Units issued to you.

All capitalized terms used but not defined in this Subscription Agreement have the meanings provided to them in the Offering Memorandum governing the Fund, unless the context otherwise requires.

To: **TRINITY WOOD MINING 2009-I FLOW-THROUGH LIMITED PARTNERSHIP** (the "Fund")  
FundSERV number: FIM-809

The undersigned (the "Subscriber") hereby acknowledges that the Fund is offering (the "Offering") a maximum of 1,500,000 units (each a "Unit") at a subscription price of Ten Dollars (\$10) per Unit. The minimum subscription per Subscriber is two hundred and fifty (250) Units, for a minimum subscription price per Subscriber of Two Thousand and Five Hundred Dollars (\$2,500), on the terms and conditions as described in the Confidential Offering Memorandum of the Fund dated September 8, 2008, (the "Offering Memorandum") and the form of limited partnership agreement attached thereto (the "Partnership Agreement"), and on the terms and conditions set forth in this Subscription Agreement. Any subscription amounts in excess of the minimum \$2,500 subscription must be in multiples of \$100.00.

The Subscriber tenders to the Fund this subscription offer which, upon acceptance by the Fund, will constitute an agreement of the Subscriber to subscribe for, take up, purchase and pay for and, on the part of the Fund, to issue and sell to the Subscriber the number of Units set out below.

Number of Units	_____
Total Subscription Price at \$10 per Unit (Min. \$2,500 plus multiples of \$100.00)	\$ _____

Payment can be made by placing orders through the FundSERV investment fund transaction processing system, by direct debit from the Subscriber's brokerage account, or by delivering a certified cheque or bank draft, in an amount equal to the subscription price, payable to the Fund. Where Units are purchased through FundSERV, completed subscription agreements must be delivered to Trinity Wood Strategic Mining 2009-I Inc. (the "General Partner") forthwith and in any event within 5 business days of the purchase.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**TO BE COMPLETED BY INDIVIDUAL SUBSCRIBER**

**TO BE COMPLETED BY NON-INDIVIDUAL SUBSCRIBER**

\_\_\_\_\_  
Name of Subscriber [Please Print]

\_\_\_\_\_  
Name of Subscriber [Please Print]

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

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Address of Residence of Subscriber

\_\_\_\_\_  
Name and Title of Authorized Signatory [Please Print]

\_\_\_\_\_  
Address of Residence of Subscriber

\_\_\_\_\_  
Address of Residence of Subscriber

\_\_\_\_\_  
Social Insurance Number

\_\_\_\_\_  
Business Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
E-mail Address

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

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

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

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

**Registration Instructions:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account reference, if applicable

\_\_\_\_\_  
Address

**Dealer Information:**

\_\_\_\_\_  
DEALER COMPANY NAME

\_\_\_\_\_  
DEALER REP NAME

\_\_\_\_\_  
DEALER REP NUMBER (if applicable)

**Delivery Instructions:**

\_\_\_\_\_  
Account Reference, if applicable

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address

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

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

**GENERAL PARTNERS' ACCEPTANCE**

This subscription is accepted by Trinity Wood Strategic Mining 2009-I Inc. on behalf of the Fund.

**TRINITY WOOD MINING 2009-I FLOW-THROUGH LIMITED PARTNERSHIP,**  
by its General Partner, **TRINITY WOOD STRATEGIC MINING 2009-I INC.**

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

1. The Subscriber acknowledges that the sale and delivery of the Units by the Fund to the Subscriber and participation in the Fund is subject to:
  - (a) acceptance of this Subscription Agreement by Trinity Wood Strategic Mining 2009-I Inc. (the “General Partner”) on behalf of the Fund;
  - (b) payment through the FundSERV investment fund transaction processing system, by direct debit from the Subscriber’s brokerage account or by certified cheque or bank draft representing the Subscription Price being honoured upon presentment for payment;
  - (c) such sale being exempt from the prospectus requirements of applicable securities laws relating to the offering and sale of such Units; and
  - (d) certain other conditions as set forth in the Offering Memorandum, the Partnership Agreement and the Subscription Agreement.

The acceptance of this Subscription shall be effective upon written endorsement of acceptance hereon by the General Partner.

2. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber except in the manner described under the caption Statutory and Contractual Rights of Action in the Offering Memorandum. The subscription funds are refundable only in the circumstances described in the Offering Memorandum.
3. The offering and sale of the Units is being made pursuant to exemptions (the “Exemptions”) from the prospectus and, where available, registration requirements of applicable securities laws. The Subscriber acknowledges and agrees that the Fund will rely on the representations and warranties contained in this Subscription Agreement and all Schedules hereto to determine the applicability of available Exemptions.

The Offering contemplated herein is not, and under no circumstances is to be construed as, a public offering of the Units. The Offering is not being made, and this subscription does not constitute, an offer to sell or the solicitation of an offer to buy the Units in any jurisdiction where, or to any person to whom, it is unlawful to make such offer or solicitation.

Subscribers must complete and execute this Subscription Agreement, together with and all applicable Schedules hereto (please see the Instructions listed on the face page hereof) and return them to the General Partner together with payment made either through the FundSERV investment fund transaction processing system, by direct debit from the Subscriber’s brokerage account or by a certified cheque or bank draft drawn on a Canadian chartered bank and made payable to the Fund in the aggregate amount of the subscription funds therefor, or in such other manner as may be provided for by the General Partner. The subscription funds and documents delivered in connection herewith shall be held by the General Partner until all closing conditions have been satisfied or waived by the appropriate party.

A subscription will only be effective upon its acceptance by the General Partner in its sole discretion. The General Partner reserves the right to accept or reject any subscription in whole or in part. The General Partner shall have no liability whatsoever to any Subscriber in the event that a subscription is rejected.

4. The Subscriber acknowledges and agrees that the Fund may be required to provide applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Units. Notwithstanding that the Subscriber may be purchasing Units as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the identity of such undisclosed principal as may be required by the Fund in order to comply with the foregoing.
5. The Subscriber acknowledges and agrees that the offer made by this Subscription Agreement is irrevocable and requires acceptance by the General Partner.

6. The Subscriber agrees to comply with all relevant securities legislation concerning the purchase and any resale of the Units. The Subscriber acknowledges that the Units are subject to restrictions on resale as set out in applicable securities legislation, and further acknowledges that the Fund is not a “reporting issuer” for purposes of applicable securities legislation. The Subscriber covenants and agrees to comply with such restrictions on resale.
7. To induce the Fund and General Partner to accept this subscription, the Subscriber hereby represents, warrants, covenants and certifies to the General Partner and the Fund (which covenants, certifications, representations and warranties shall survive the closing of the purchase of Units) that:
  - (a) the Subscriber is not a “non-resident” of Canada within the meaning of the *Income Tax Act* (Canada) (the “Tax Act”) and will maintain such status during such time as Units are held by the Subscriber;
  - (b) the Subscriber is not a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada);
  - (c) unless the Subscriber has provided written notice to the General Partner prior to the date of acceptance by the Fund of the Subscriber’s subscription to the contrary, the Subscriber is not a “financial institution” as that term is defined in subsection 142.2(1) of the Tax Act, and will continue not to be a “financial institution” during such time as Units are held by the Subscriber;
  - (d) no interest in the Subscriber is a “tax shelter investment” as that term is defined in the Tax Act;
  - (e) the Subscriber is not a partnership; and
  - (f) the Subscriber has the capacity and competence to enter into and be bound by the Partnership Agreement;
  - (g) The Subscriber represents, warrants and covenants to the General Partner and the Fund that the Subscriber is a resident of or otherwise subject to the securities laws of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories, Nunavut or Quebec as indicated on page 1 of the Subscription Agreement and the Subscriber further represents, warrants and covenants to the General Partner and the Fund that:
    - (i) the Subscriber is purchasing the Units as principal, and the Subscriber is an accredited investor as defined in National Instrument 45-106 or if a resident of Québec, in section 1.1 of Regulation 45-106 respecting prospectus and registration exemptions (Québec) (National Instrument 45-106 and Regulation 45-106 collectively referred to as “NI 45-106”) by virtue of satisfying the criterion indicated by the Subscriber in Schedule “A” of this Subscription Agreement and if the Subscriber is an accredited investor by virtue of being a person other than an individual or investment fund that has net assets of at least \$5 million as shown on the Subscriber’s most recently prepared financial statements, the Subscriber was not created or used solely to purchase or hold securities as an accredited investor; or
    - (ii) the Subscriber is purchasing the Units as principal, in a sufficient amount so that the acquisition cost for such Units is not less than \$150,000 paid in cash, and if the Subscriber is not an individual, the Subscriber was not created or used solely to purchase or hold securities in reliance on this exemption from the dealer registration or prospectus requirements of applicable securities legislation; or
    - (iii) the Subscriber is not purchasing the Units as principal, the Subscriber is acting as agent for one or more disclosed principals, each of which is purchasing the Units as principal, in a sufficient amount so that the acquisition cost for such Units is not less than \$150,000 paid in cash, and if the principal is not an individual, the principal was not created or used solely to purchase or hold securities in reliance on this exemption from the dealer registration or prospectus requirements of applicable securities legislation; or
    - (iv) the Subscriber is purchasing the Units as principal, the Subscriber is a resident of, or otherwise subject to, the laws of British Columbia, New Brunswick, Nova Scotia or Newfoundland and

Labrador, acknowledges receipt of the Offering Memorandum and has signed a risk acknowledgement form in the form set out in Schedule “B”; or

- (v) the Subscriber is purchasing Units as principal, the Subscriber is resident of or otherwise subject to the laws of Alberta, Saskatchewan, Manitoba, Prince Edward Island, Northwest Territories or Nunavut, acknowledges receipt of the Offering Memorandum, has signed a risk acknowledgement form in the form set out in Schedule “B” and is an “eligible investor” as defined in NI 45-106 and has completed the Certificate of Eligible Investor in the form set out in Schedule “C”; or
  - (vi) the Subscriber is purchasing Units as principal, the Subscriber is resident of or otherwise subject to the laws of Alberta, Saskatchewan, Manitoba, Prince Edward Island, Northwest Territories or Nunavut, acknowledges receipt of the Offering Memorandum, has signed a risk acknowledgement form in the form set out in Schedule “B” and is purchasing Units so that the acquisition cost to the Subscriber does not exceed \$10,000;
- (h) the Subscriber is an investor who by virtue of Subscriber’s net worth, income and investment experience, or by virtue of consultation with or advice from a person or company who is not the General Partner or affiliate thereof and who is a registered adviser or registered dealer (or other legally authorized representative), is able to fully and informedly evaluate Subscriber’s subscription hereunder on the basis of information contained in the Offering Memorandum;
- (i) the Subscriber has received, and has read and understood, a copy of the Offering Memorandum and the Partnership Agreement prior to subscribing for Units, and has based the decision to invest in the Units solely on the disclosure set out therein;
- (j) no advice was given by, or sought by the Subscriber from, the General Partner or Fund, or any of their respective officers, directors, employees or agents, as to the merits of an investment in Units;
- (k) the Subscriber has been informed of, and accepts all of the risks inherent in the investment in Units, including, without limitation, those described in the Offering Memorandum and those associated with resource exploration;
- (l) the Subscriber has sought and obtained independent legal and accounting advice regarding the purchase and sale of Units under applicable securities and tax laws;
- (m) the Subscriber is aware of the characteristics of the Units and of their speculative nature as well as of the fact that they cannot be sold or otherwise disposed of except in accordance with the provisions of the Partnership Agreement and applicable securities laws;
- (n) the Fund has afforded to the Subscriber and his advisors full and complete access to all information concerning the business and financial condition of the Fund (to the extent that such information was possessed by the Fund or could be acquired by the Fund without unreasonable effort or expense) that the Subscriber deemed necessary or desirable in order to evaluate the merits and risks of an investment in the Units;
- (o) the Subscriber’s advisors have received satisfactory and complete information concerning the business and financial condition of the Fund in response to all inquiries made by them in respect thereof;
- (p) commissions will be paid to dealers in connection with the Offering, from subscription proceeds;
- (q) the Subscriber is responsible for arranging and obtaining Subscriber’s own legal, tax and accounting advice;
- (r) no person has made to the Subscriber any written or oral representations:
- (i) that any person will resell or repurchase the Units;
  - (ii) that any person will refund the purchase price of the Units;

- (iii) as to the future price or value of the Units; or
- (iv) that the Units will be listed and posted for trading on a stock exchange or that application has been made to list and post the Units for trading on a stock exchange;
- (s) the Subscriber is purchasing Subscriber's Units for investment purposes only and not with a view to resale or distribution, and no other person or entity will have a beneficial interest in the Units;
- (t) the Subscriber shall ensure that Subscriber's status described in this Section 7 shall not be modified and he shall not transfer any of his Units, in whole or in part, in a manner that would not conform with the Partnership Agreement (including, without limitation, to a person whose status would not conform to this Section 7);
- (u) the Subscriber is not acquiring the Units hereunder with knowledge of any material fact about the Fund that has not been generally disclosed;
- (v) if the Subscriber is an individual, Subscriber has attained the age of majority and is legally competent to execute the Subscription Agreement and to perform all actions required pursuant hereto;
- (w) if the Subscriber is a corporation, unincorporated association or other entity, the Subscriber has the legal capacity and competence to enter into and be bound by the Subscription Agreement and the Subscriber further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
- (x) the Subscriber is not a company whose principal activity is resource exploration, marketing or production or is otherwise a "principal-business corporation" as defined in subsection 66(15) of the Tax Act and the Subscriber is not non-arm's length (within the meaning of the Tax Act) with any Mineral Issuer and the Subscriber has no reason to believe that they will not deal at arm's length with any future Mineral Issuer, and the Subscriber will ensure that his or its status will not be modified and that the Subscriber will not transfer the Units in whole or in part to any person who would be unable to make such representations and warranties;
- (y) the Subscriber understands the aims and objectives of the Fund and understands the nature of its activities;
- (z) the Subscriber has been informed of the proposed use of the proceeds of distribution of the offering of Units;
- (aa) the Subscriber is capable of giving a continuing power of attorney as contained in, and forming part of, this Subscription Agreement and the Partnership Agreement;
- (bb) the acceptance of this Subscription Agreement will be conditional upon the sale of the Subscriber's Units to the Subscriber being exempt from the prospectus and, where available, registration requirements of applicable securities legislation;
- (cc) if required under applicable securities laws or by order of any securities commission, stock exchange or other regulatory authority, the Subscriber shall execute, deliver, file and otherwise assist the General Partner in filing such reports, undertakings and other documents with respect to the issue of Units as may be required;
- (dd) the entering into of the Subscription Agreement and the completion of the transaction contemplated herein will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber is a party or by which the Subscriber is bound;
- (ee) the Subscriber confirms that the Units have not been offered to the Subscriber in the United States and that the Subscription Agreement has not been signed in the United States;
- (ff) the Subscription Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber or the beneficial purchaser for whom the Subscriber is purchasing;

- (gg) the Subscriber has such knowledge of financial and business affairs as to be capable of evaluating the merits and risks of the Subscriber's investment and the Subscriber and each beneficial purchaser is able to bear the economic loss of the Subscriber's (or beneficial purchaser's) investment;
- (hh) the decision to enter into the Subscription Agreement and purchase the Units has not been based upon any verbal or written representation as to fact or otherwise made by or on behalf of the Fund or any employee or agent of the Fund, except as set out in the Offering Memorandum;
- (ii) the Subscriber has been advised to consult its own legal advisors and tax advisors with respect to the execution, delivery and performance by it of the Subscription Agreement and the transactions contemplated hereunder and with respect to applicable resale restrictions;
- (jj) the Subscriber is solely responsible (and the Fund is in no way responsible) for compliance with applicable resale restrictions;
- (kk) the Subscriber is not a person in the United States and is not a United States person (as such terms are defined in Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act")) and the Subscriber is not purchasing the Units for the account or benefit of a person in the United States or a United States person or for resale in the United States;
- (ll) the Subscriber has not financed, and will not finance, his acquisition of the Units with indebtedness for which recourse is or is deemed to be limited within the meaning of section 143.2 of the Tax Act, and for the purposes of this representation, warranty and covenant, recourse for borrowing or other financing is generally deemed to be limited unless:
- (i) bona fide arrangements, evidenced in writing, are made, at the time the indebtedness arose, for repayment by the debtor of the indebtedness and all interest thereon within a reasonable period not exceeding 10 years; and
  - (ii) interest is payable, at least annually, at a rate equal to or greater than the lesser of the prescribed rate under the Tax Act in effect at the time the indebtedness arose, and the prescribed rate of interest applicable from time to time during the term of the indebtedness and such interest is paid by a Limited Partner in respect of the indebtedness not later than 60 days after the end of each taxation year of the Limited Partner; and
- (mm) each of the foregoing representations, warranties and covenants are true as of the date of execution of this Subscription Agreement and will be true and correct as of the closing, as if repeated at such date, and will survive the completion of the sale of Units.

The Subscriber acknowledges that the foregoing representations, warranties, covenants and declarations are made by Subscriber with the intent that they may be relied upon by the Fund and General Partner (as well as any registered dealers (or other legally authorized representatives) acting as agents in respect of the Offering) in determining the Subscriber's suitability as a purchaser of Units. The Subscriber agrees that the foregoing representations, warranties, covenants and declarations will be true and correct as of the execution of this Subscription Agreement, and the Subscriber hereby agrees to indemnify the Fund, General Partner, each Limited Partner, and any registered dealer (or other legally authorized representative) acting as agents in respect of the Offering, against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Subscriber agrees to notify the General Partner immediately of any change in representation, warranty, or other information relating to the Subscriber set forth herein which takes place at any time in the future while such Subscriber holds Units.

The representations and warranties contained in this Section shall survive the execution of this Subscription Agreement and of the Partnership Agreement and each party is obliged to ensure the continuing accuracy of each representation and warranty made by it throughout the continuation of the Fund.

The Subscriber also acknowledges that the Units have not been and will not be registered under the U.S. Securities Act, and may not be offered, sold, resold or delivered within the United States of America, its territories or

possessions, other than pursuant to an effective registration statement or an applicable exemption under the U.S. Securities Act.

The Subscriber acknowledges and agrees that the foregoing representations and warranties, covenants and acknowledgements may be relied upon by counsel for the Fund in providing its opinion as to the issue and sale of the Units being exempt from prospectus filing requirements of applicable securities laws and that such representations and warranties, covenants and acknowledgements shall be considered to be addressed directly to such counsel.

8. In consideration of the General Partner accepting this Subscription and conditional thereon, the Subscriber hereby:

(a) agrees to be bound as a Limited Partner by the terms of the Partnership Agreement and as from time to time amended and in effect, is liable for all obligations of a Limited Partner and ratifies and confirms the powers of attorney given to the General Partner in Article 19 therein;

(b) irrevocably authorizes and directs any agent to provide to the General Partner all information about such investor that the General Partner requires in order to maintain the record of limited partners pursuant to section 17 of the *Limited Partnerships Act* (Ontario), including the name and address of such investor, as well as the social insurance number or corporation account number of such investor, as the case may be, and the name and registered representative number of the representative of the agent responsible for such subscription, and to confirm to the General Partner the accuracy of such information prior to the dissolution of the Fund; and

(c) irrevocably makes, constitutes and appoints the General Partner, and any successor to the General Partner under the terms of the Partnership Agreement, as its true and lawful attorney and agent, with full power of substitution and authority in his name, place and stead to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices in any jurisdiction where the General Partner considers it appropriate any and all of the Partnership Agreement, any amendments to the Partnership Agreement, the record of Limited Partners required by the *Limited Partnerships Act* (Ontario) and other applicable legislation to be maintained by the General Partner (the "Record") and any amendments to such Record, and any other instrument listed in, or otherwise required by law.

The power of attorney granted herein is irrevocable and shall survive the Partnership Agreement and shall bind the Subscriber, Subscriber's heirs, executors, administrators, successors and assigns of the Subscriber, notwithstanding the death or bankruptcy of the Subscriber and may be exercised by the General Partner on behalf of the Subscriber by executing any instrument or document by listing all of the Limited Partners therein and executing such instrument or document with a single signature as attorney and agent for all of them.

In addition, in the event a Mineral Issuer provides an indemnity to the Fund and each of its partners for any additional tax payable for the failure of such Mineral Issuer to incur and renounce to the Fund CEE as provided in a subscription agreement by which the Fund purchases Flow-Through Shares of such Mineral Issuer, the Subscriber hereby appoints the General Partner as its agent and attorney in fact to collect the amount of any such indemnification payment from the Mineral Issuer on behalf of the Subscriber, and to enforce and prosecute any claim against the Mineral Issuer on behalf of the Subscriber in respect of the indemnity, whether arising before or after the dissolution of the Fund.

9. The Fund hereby notifies Subscribers resident in the Province of Ontario that:

(a) pursuant to NI 45-106, delivery of the information pertaining to the Subscriber to the Ontario Securities Commission (the "OSC") is required as set out in Schedule I of Form 45-106F1 – Report of Exempt Distribution, comprising the full name, residential address and telephone number of the Subscriber, the number and type of securities of the Fund purchased by the Subscriber, the total purchase price of such securities, the exemption relied upon in connection with such purchase, and the date of such distribution (collectively, the "Personal Information");

(b) the Personal Information is being collected indirectly by the OSC under the authority granted to it in securities legislation;

(c) the Personal Information is being collected for the purposes of the administration and enforcement of the securities legislation of the Province of Ontario;

(d) the title, business address and business telephone number of the public official in Ontario, as set out in Form 45-106F1, who can answer questions about the OSC's indirect collection of Personal Information is as follows: Ontario Securities Commission, Suite 1903, Box 5520 Queen Street West, Toronto, Ontario M5H 3S8, Administrative Assistant to the Director of Corporate Finance; 416-593-8086;

and such Subscribers hereby authorize the indirect collection of Personal Information by the OSC.

10. The parties acknowledge that it is their express wish that this Subscription Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

11. This Subscription Agreement may be executed and delivered in counterpart and by facsimile transmission.

**The Subscriber is advised to consult his, her or its own legal advisors for advice concerning the Subscriber's rights of action.**

THE FEDERAL IDENTIFICATION NUMBER FOR THIS TAX SHELTER IS TS 075 531 AND THE QUEBEC IDENTIFICATION NUMBER FOR THIS TAX SHELTER IS QAF-09-01330. THE IDENTIFICATION NUMBER ISSUED FOR THIS TAX SHELTER SHALL BE INCLUDED IN ANY INCOME TAX RETURN FILED BY THE INVESTOR. **ISSUANCE OF THE IDENTIFICATION NUMBER IS FOR ADMINISTRATIVE PURPOSES ONLY AND DOES NOT IN ANY WAY CONFIRM THE ENTITLEMENT OF AN INVESTOR TO CLAIM ANY TAX BENEFITS ASSOCIATED WITH THE TAX SHELTER.**

**SCHEDULE “A”**

**CERTIFICATE OF ACCREDITED INVESTOR**

**National Instrument 45-106  
Accredited Investor Category**

The Subscriber certifies, represents and warrants that it qualifies as an “accredited investor” within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions* because the Subscriber is **(CIRCLE AND INITIAL BESIDE APPLICABLE CLAUSE)**:

- \_\_\_\_\_ (a) a Canadian financial institution, or an authorized foreign bank named 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 or company referred to in paragraph (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 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 referred to in paragraph (d);
- \_\_\_\_\_ (f) 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;
- \_\_\_\_\_ (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 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 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;
- \_\_\_\_\_ (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, provided that such person is not 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 acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, and 2.19 [Additional investment in investment funds] of NI 45-106, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;
- (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 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;
- (q) 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 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) or paragraph (i) in form and function;
- (t) 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;
- (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 after NI 45-106 came into force.

**For the purposes hereof:**

- (a) “bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);
- (b) “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 corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

- (c) “company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;
- (d) “control person” has the same meaning as in 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 issuer, or (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (e) “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;
- (f) “eligibility adviser” means (a) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
  - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (g) “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;
- (h) “financial assets” means (a) cash, (b) securities, or (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (i) “foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;
- (j) “founder” means, in respect of an issuer, a person who, (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and (b) at the time of the trade is actively involved in the business of the issuer;
- (k) “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;

- (l) “individual” means a natural person, but does not include a partnership, unincorporated association, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;
- (m) “investment fund” means a mutual fund or non-redeemable investment fund, and for greater certainty in British Columbia, includes (a) an employee venture capital corporation that does not have a restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia) and whose business objective is making multiple investments and (b) a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia) whose business objective is making multiple investments;
- (n) “jurisdiction” means a province or territory of Canada except when used in the term foreign jurisdiction;
- (o) “non-redeemable investment fund” means an issuer:
  - (i) whose primary purpose is to invest money provided by its securityholders;
  - (ii) that does not invest, (A) 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 (B) 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 non-redeemable investment fund; and
  - (iii) that is not a mutual fund;
- (p) “person” includes (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (q) “regulator” means, for the local jurisdiction, the person referred to in Appendix D of National Instrument 14-101 entitled Definitions (“NI 14-101”), opposite the name of the local jurisdiction;
- (r) “related liabilities” means (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (b) liabilities that are secured by financial assets;
- (s) “securities regulatory authority” means, for the local jurisdiction, the securities commission or similar regulatory authority listed in Appendix C of NI 14-101 opposite the name of the local jurisdiction;
- (t) “spouse” means, an individual who, (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (c) 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); and
- (u) “subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

#### **Affiliated Entities and Control**

- (1) An issuer is an affiliate of another issuer if (a) one of them is a subsidiary of the other, or (b) each of them is controlled by the same person.

- (2) 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.

**All monetary references are in Canadian Dollars.**

**SCHEDULE "B1"**

**RISK ACKNOWLEDGEMENT**

**(FORM 45-106F4)**

**FOR INVESTORS PURCHASING UNDER THE OFFERING MEMORANDUM EXEMPTION  
THROUGH A REGISTERED DEALER**

**(British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick,  
Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories and Nunavut)**

**Warning**

- 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 except in very limited circumstances. I may never be able to sell these securities.
- I could lose all the money I invest.

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

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

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Purchaser

\_\_\_\_\_ Print name of Purchaser

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

**You have 2 business days to cancel your purchase**

To do so, send a notice to Trinity Wood Strategic Mining 2009-I Inc. as General Partner of Trinity Wood Mining 2009-I Flow-Through Limited Partnership stating that you want to cancel your purchase. You must send the notice before midnight on the 2<sup>nd</sup> 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 Trinity Wood Strategic Mining 2009-I Inc. as General Partner of Trinity Wood Mining 2009-I Flow-Through Limited Partnership at its business address. Keep a copy of the notice for your records.

Trinity Wood Strategic Mining 2009-I Inc.  
as General Partner of Trinity Wood Mining 2009-I Flow-Through Limited Partnership  
141 Adelaide Street West, Suite 701  
Toronto, Ontario  
M5H 3L5  
Fax: 1.866.214.8228  
E-mail: info@trinitywood.com

## **You are buying Exempt Market Securities**

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

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

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

## **You will receive an offering memorandum**

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

## **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.

## **The issuer of your securities is a non-reporting issuer**

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

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

British Columbia Securities Commission  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Telephone: 604.899.6854  
Toll free in British Columbia  
and Alberta: 1.800.373.6393  
Facsimile: 604.899.6506  
Web site: [www.bpsc.bc.ca](http://www.bpsc.bc.ca)  
Attention: Exemption Distributions

Alberta Securities Commission  
Suite 400 - 300, 5th Avenue SW  
Calgary, Alberta T2P 3C4  
Tel: 403.297.6454  
Fax: 403.297.6156  
Web site: [www.albertasecurities.com](http://www.albertasecurities.com)  
Inquiries: [Inquiries@seccom.ab.ca](mailto:Inquiries@seccom.ab.ca)

Saskatchewan Financial Services Commission  
6th Floor  
1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 3V7  
Tel: 306.787.5645  
Fax: 306.787.5899  
Web site: [www.spsc.gov.sk.ca](http://www.spsc.gov.sk.ca)

The Manitoba Securities Commission  
500 - 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Tel: 204.945.2548  
Fax: 204.945.0330  
Web site: [www.msc.gov.mb.ca](http://www.msc.gov.mb.ca)  
Inquiries: [securities@gov.mb.ca](mailto:securities@gov.mb.ca)

New Brunswick Securities Commission  
85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: 506.658.3060  
Facsimile: 506.658.3059  
Web site: [www.nbsc-cvmnb.ca](http://www.nbsc-cvmnb.ca)  
Attention: Corporate Finance Officer

Nova Scotia Securities Commission  
2nd Floor, Joseph Howe Building  
1690 Hollis Street  
Halifax, Nova Scotia B3J 3J9  
Telephone: 902.424.7768  
Facsimile: 902.424.4625  
Web site: [www.gov.ns.ca/nssc](http://www.gov.ns.ca/nssc)  
Attention: Corporate Finance Office

Department of Government Services, Consumer &  
Commercial Affairs Branch  
P.O. Box 8700, 2nd Floor  
West Block, Confederation Building  
St. John's, Newfoundland and Labrador A1B 4J6  
Telephone: 709.729.4189  
Facsimile: 709.729.6187  
Web site: [www.gs.gov.nl.ca/cca/scon/](http://www.gs.gov.nl.ca/cca/scon/)  
Attention: Superintendent of Securities

Securities Office  
Consumer, Corporate and Insurance Services Division  
Office of the Attorney General  
P.O. Box 2000, 95 Rochford Street, 4th Floor, Shaw  
Building  
Charlottetown, PE Canada C1A 7N8  
Telephone: 902.368.4569  
Facsimile: 902.368.5283  
Website: [www.gov.pe.ca/securities](http://www.gov.pe.ca/securities)

Registrar of Securities, Legal Registries Division  
Department of Justice  
Government of the Northwest Territories  
1st Floor, Stuart M. Hodgson Building, P.O. Box 1320  
5009-49th Street  
Yellowknife, NWT X1A 2L9  
Telephone: 867.920.3318  
Facsimile: 867.873.0243  
Web site: [www.justice.gov.nt.ca](http://www.justice.gov.nt.ca)  
Attention: Securities Registry

Registrar of Securities, Legal Registries Division  
Department of Justice  
Government of Nunavut  
P.O. Box 1000, Station 570  
1<sup>st</sup> Floor, Brown Building  
Iqaluit, NU X0A 0H0  
Telephone: 867.975.6590  
Facsimile: 867.975.6594  
Web site: [www.justice.gov.nu.ca](http://www.justice.gov.nu.ca)  
Attention: Legal Registries Division

***[Instruction: The purchaser must sign 2 copies of this form. The purchaser and Trinity Wood Strategic Mining 2009-I Inc. as General Partner of Trinity Wood Mining 2009-I Flow-Through Limited Partnership must each receive a signed copy.]***

**SCHEDULE "B2"**

**RISK ACKNOWLEDGEMENT**

**(FORM 45-106F4)**

**FOR INVESTORS PURCHASING UNDER THE OFFERING MEMORANDUM EXEMPTION**

**(British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick,  
Nova Scotia, Newfoundland and Labrador, Prince Edward Island, Northwest Territories and Nunavut)**

**(No Registered Dealer)**

**Warning**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

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

**You have 2 business days to cancel your purchase**

To do so, send a notice to Trinity Wood Strategic Mining 2009-I Inc. as General Partner of Trinity Wood 2009-I Flow-Through Limited Partnership stating that you want to cancel your purchase. You must send the notice before midnight on the 2<sup>nd</sup> 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 Trinity Wood Strategic Mining 2009-I Inc. as General Partner of Trinity Wood 2009-I Flow-Through Limited Partnership at its business address. Keep a copy of the notice for your records.

Trinity Wood Strategic Mining 2009-I Inc.  
as General Partner of Trinity Wood 2009-I Flow-Through Limited Partnership  
141 Adelaide Street West, Suite 701  
Toronto, Ontario  
M5H 3L5  
Fax: 1.866.214.8228  
E-mail: info@trinitywood.com

## **You are buying Exempt Market Securities**

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

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

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

## **You will receive an offering memorandum**

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

## **You will not receive advice**

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

## **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.

## **The issuer of your securities is a non-reporting issuer**

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

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

British Columbia Securities Commission  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Telephone: 604.899.6854  
Toll free in British Columbia  
and Alberta: 1.800.373.6393  
Facsimile: 604.899.6506  
Web site: [www.bcsc.bc.ca](http://www.bcsc.bc.ca)  
Attention: Exemption Distributions

Alberta Securities Commission  
Suite 400 - 300, 5th Avenue SW  
Calgary, Alberta T2P 3C4  
Tel: 403.297.6454  
Fax: 403.297.6156  
Web site: [www.albertasecurities.com](http://www.albertasecurities.com)  
Inquiries: [Inquiries@seccom.ab.ca](mailto:Inquiries@seccom.ab.ca)

Saskatchewan Financial Services Commission  
6th Floor  
1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 3V7  
Tel: 306.787.5645  
Fax: 306.787.5899  
Web site: [www.sfsc.gov.sk.ca](http://www.sfsc.gov.sk.ca)

The Manitoba Securities Commission  
500 - 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Tel: 204.945.2548  
Fax: 204.945.0330  
Web site: [www.msc.gov.mb.ca](http://www.msc.gov.mb.ca)  
Inquiries: [securities@gov.mb.ca](mailto:securities@gov.mb.ca)

New Brunswick Securities Commission  
85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: 506.658.3060  
Facsimile: 506.658.3059  
Web site: [www.nbsc-cvmnb.ca](http://www.nbsc-cvmnb.ca)  
Attention: Corporate Finance Officer

Nova Scotia Securities Commission  
2nd Floor, Joseph Howe Building  
1690 Hollis Street  
Halifax, Nova Scotia B3J 3J9  
Telephone: 902.424.7768  
Facsimile: 902.424.4625  
Web site: [www.gov.ns.ca/nssc](http://www.gov.ns.ca/nssc)  
Attention: Corporate Finance Office

Department of Government Services, Consumer &  
Commercial Affairs Branch  
P.O. Box 8700, 2nd Floor  
West Block, Confederation Building  
St. John's, Newfoundland and Labrador A1B 4J6  
Telephone: 709.729.4189  
Facsimile: 709.729.6187  
Web site: [www.gs.gov.nl.ca/cca/scon/](http://www.gs.gov.nl.ca/cca/scon/)  
Attention: Superintendent of Securities

Securities Office  
Consumer, Corporate and Insurance Services Division  
Office of the Attorney General  
P.O. Box 2000, 95 Rochford Street, 4th Floor, Shaw  
Building  
Charlottetown, PE Canada C1A 7N8  
Telephone: 902.368.4569  
Facsimile: 902.368.5283  
Website: [www.gov.pe.ca/securities](http://www.gov.pe.ca/securities)

Registrar of Securities, Legal Registries Division  
Department of Justice  
Government of the Northwest Territories  
1st Floor, Stuart M. Hodgson Building, P.O. Box 1320  
5009-49th Street  
Yellowknife, NWT X1A 2L9  
Telephone: 867.920.3318  
Facsimile: 867.873.0243  
Web site: [www.justice.gov.nt.ca](http://www.justice.gov.nt.ca)  
Attention: Securities Registry

Registrar of Securities, Legal Registries Division,  
Department of Justice  
Government of Nunavut  
P.O. Box 1000, Station 570  
1<sup>st</sup> Floor, Brown Building  
Iqaluit, NU X0A 0H0  
Telephone: 867.975.6590  
Facsimile: 867.975.6594  
Web site: [www.justice.gov.nu.ca](http://www.justice.gov.nu.ca)  
Attention: Legal Registries Division

***[Instruction: The purchaser must sign 2 copies of this form. The purchaser and Trinity Wood Strategic Mining 2009-I Inc. as General Partner of Trinity Wood Mining 2009-I Flow-Through Limited Partnership must each receive a signed copy.]***

## SCHEDULE “C”

### CERTIFICATE OF ELIGIBLE INVESTOR

The Subscriber certifies that:

The Subscriber is (i) a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of, Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island or Saskatchewan, and the Subscriber is (and will at the time of acceptance of the Subscription be) an eligible investor within the meaning of National Instrument 45-106 – *Prospectus and Registration Exemptions* (“NI 45-106”) by virtue of being **ONE** of the following:

- \_\_\_\_\_ (a) a person whose,
- (i) net assets, alone or with a spouse, in the case of an individual, exceed \$400,000,
  - (ii) net income before taxes exceeded \$75,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or
  - (iii) net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year,

and Subscriber has not been created or used solely to purchase or hold securities in reliance on an exemption from the dealer registration requirement or the prospectus requirements set out in Section 2.9 of NI 45-106;

- \_\_\_\_\_ (b) a person of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors;
- \_\_\_\_\_ (c) a general partnership of which all of the partners are eligible investors;
- \_\_\_\_\_ (d) a limited partnership of which the majority of the general partners are eligible investors;
- \_\_\_\_\_ (e) a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are eligible investors;
- \_\_\_\_\_ (f) an accredited investor;
- \_\_\_\_\_ (g) a person who is a “family, friend or business associate” (as described below) (except that in Saskatchewan, Section 2.5 of NI 45-106 does not apply unless the person making the trade obtains a signed risk acknowledgment form from the purchaser in the required form for a trade to (a) a person described in Section 2.5(1)(d) or (e) [*Family, Friends and Business Associates*], (b) a close personal friend or close business associate of a founder of the issuer, or (c) a person described in Section 2.5(1)(h) or (i) [*Family, Friends and Business Associates*] if the trade is based in whole or in part on a close personal friendship or close business association) or
- \_\_\_\_\_ (h) a person that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser.

#### **Related Definitions**

“**accredited investor**” means one of the list of accredited investors set forth in Schedule “A”.

“**control person**” has the same meaning as in securities legislation except in Manitoba, Northwest Territories, Nunavut and Prince Edward Island, 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 the Fund so as to affect materially the control of the Fund, or
- (b) more than 20% of the outstanding voting securities of the Fund except where there is evidence showing that the holding of those securities does not affect materially the control of the Fund.

**“eligibility adviser”** means:

- (a) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practising member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
  - (i) have a professional, business or personal relationship with the Fund, or any of its directors, executive officers, founders or control persons, and
  - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the Fund or any of its directors, executive officers, founders or control persons within the previous 12 months.

**“family, friend or business associate”** means:

- (a) a director, executive officer or control person of the Fund, or of an affiliate of the Fund,
- (b) a spouse, parent, grandparent, brother, sister or child of a director, executive officer or control person of the Fund, or of an affiliate of the Fund,
- (c) a parent, grandparent, brother, sister or child of the spouse of a director, executive officer or control person of the Fund or of an affiliate of the Fund,
- (d) a close personal friend of a director, executive officer or control person of the Fund, or of an affiliate of the Fund,
- (e) a close business associate of a director, executive officer or control person of the Fund, or of an affiliate of the Fund,
- (f) a founder of the Fund or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Fund,
- (g) a parent, grandparent, brother, sister or child of a spouse of a founder of the Fund,
- (h) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (a) to (g), or
- (i) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (a) to (g).

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

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the Fund, and
- (b) at the time of the trade is actively involved in the business of the Fund.

**“person”** includes (a) an individual, (b) a corporation, (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative.

1. If the Subscriber is not an individual, the person signing on behalf of the Subscriber is the chief financial officer or other authorized signing officer of the Subscriber.

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

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

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