

**PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT**  
(2011-12; BC only)

**TO:** V.W.R. CAPITAL CORP. (the "Company")

**Re:** Purchase of securities of the Company

**Details of Subscription:** The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase from the Company, on the terms and conditions set forth herein and in the attached schedules, that number of Class "A" Preferred Non-voting Shares of the Company set out below (the "Shares", which term includes one common share of the Company if the Subscriber is not a shareholder of the Company) at a price of \$1.00 per Share. These securities form part of a larger private placement (the "Private Placement") of an aggregate of up to 10,000,000 Shares.

**Number of Shares:** \_\_\_\_\_ **Shares + One Common Share\***  
\* if Subscriber is not a shareholder

**Total Subscription Amount:** \$ \_\_\_\_\_ + \$1.00\*  
(\$1.00 per Share) \* if Subscriber is not a shareholder

**Subscriber is:** \_\_\_\_\_ Existing Shareholder \_\_\_\_\_ New Shareholder (Check one)

**Name of Subscriber:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and Province

\_\_\_\_\_  
Postal Code

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

\_\_\_\_\_  
Contact's Telephone Number

\_\_\_\_\_  
Contact's e-mail Address

**SIN / BIN:** \_\_\_\_\_  
Social Insurance / Business Number

**Date of Birth:** \_\_\_\_\_

<p><b>Registration Instructions:</b> Complete following if the certificate(s) representing the Shares are to be registered other than in the Subscriber's name.</p> <p><b>Name:</b> _____</p> <p><b>Address:</b> _____ Street Address</p> <p>_____</p> <p>_____</p> <p>City and Province</p> <p>_____</p> <p>Postal Code</p>	<p><b>Delivery Instructions:</b> Complete following if the certificate(s) representing the Shares are to be delivered to someone other than the Subscriber.</p> <p>Deliver the certificates for the shares (check one):  <input type="checkbox"/> To the Company's lawyers, MacCallum Law Group LLP  <input type="checkbox"/> As follows:</p> <p><b>Name:</b> _____</p> <p><b>Contact Name:</b> _____</p> <p><b>Telephone No.:</b> _____</p> <p><b>Address:</b> _____ Street Address</p> <p>_____</p> <p>_____</p> <p>City and Province</p> <p>_____</p> <p>Postal Code</p>
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**IN WITNESS WHEREOF** the Subscriber has executed, or caused its duly authorized representative to execute, this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Sign here if Subscriber is an **individual**:

Sign here if Subscriber is **not an individual**:

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

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

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

Per: \_\_\_\_\_  
(signature of authorized representative)

\_\_\_\_\_  
Name and Title of Authorized Representative

**Subscribers must also complete and sign**

- **Schedule I (Risk Acknowledgment – Offering Memorandum) – all Subscribers**
- **Schedule II (Risk Acknowledgment – No Registration) – all Subscribers**

**A signed copy of this Agreement (including the applicable schedules with the appropriate sections completed) together with payment of the 'Total Subscription Amount' set out on the first page by money order, certified cheque, bank draft or wire transfer payable to 'MacCallum Law Group LLP, in trust' must be delivered to the Company at the following address:**

**V.W.R. Capital Corp.**  
Suite 111, 20434 - 64<sup>th</sup> Avenue  
Langley, British Columbia  
V2Y 1N4

Attention: Linda Weston

**ACCEPTANCE**

The foregoing is accepted and agreed to as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**V.W.R. CAPITAL CORP.**

Per: \_\_\_\_\_  
Authorized Signatory

SCHEDULE I

**RISK ACKNOWLEDGEMENT  
(Offering Memorandum; Form 45-106F4)**

- I acknowledge that this is a risky investment
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator 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 or regulator 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.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- 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. V.W.R. Capital Corp. will pay \$0 [amount of fee or commission] of this to -----N/A----- [name of person or company 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 two copies of this document. Keep one copy for your records.

**W  
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**You have two business days to cancel your purchase**

To do so, send a notice to **V.W.R. Capital Corp.** stating that you want to cancel your purchase. You must send the notice before midnight on the second 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 **V.W.R. Capital Corp.** at its business address. Keep a copy of the notice for your records.

Issuer Name: **V.W.R. Capital Corp.**

Address: **Suite 111, 20434 - 64<sup>th</sup> Avenue  
Langley, British Columbia  
V2Y 1N4**

Fax: **604-514-0085**

E-mail: **dougal@vwrcapital.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 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 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 registered dealer. In Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Québec, Saskatchewan and Yukon to qualify as an eligible investor, you may be required to obtain that advice.

### **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 will not receive ongoing information about this issuer.

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

### **British Columbia Securities Commission**

Telephone: 604-899-6500

Toll free: 1-800-373-6393

Website: [www.bcsc.bc.ca](http://www.bcsc.bc.ca)

**The purchaser must sign two copies of this form.  
The purchaser and the issuer must each receive a signed copy.**

**SCHEDULE II**

**RISK ACKNOWLEDGEMENT  
(No Registration)**

***Registration Exemption for Trades  
in Connection with Certain Prospectus-Exempt Securities  
(BCI 32-517 and amendments thereto)***

Name of Issuer: **V.W.R. CAPITAL CORP.**

Name of Seller: **V.W.R. CAPITAL CORP.**

**I acknowledge that:**

- the person selling me these securities is not registered with a securities regulatory authority and is prohibited from telling me that this investment is suitable for me;
- the person selling me these securities does not act for me;
- this is a risky investment and I could lose all my money; and
- I am investing entirely at my own risk.

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Name of salesperson acting on behalf of seller

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

National Instrument 45-106 *Prospectus and Registration Exemptions* may require you to sign an additional risk acknowledgement form.

If you want advice about the merits of this investment and whether these securities are a suitable investment for you, contact a registered adviser or dealer.

## SCHEDULE III

### TERMS & CONDITIONS

#### 1. Description of Shares

The securities subscribed for hereunder shall be that number of Class "A" Preferred Non-voting Shares in the capital of the Company (the "**Shares**", which term includes one common share of the Company if the Subscriber is not a shareholder of the Company) set out on the first page of this Private Placement Subscription Agreement (the "**Agreement**").

**The Shares will be subject to restricted resale periods under applicable securities legislation during which they may not be resold. See Item 10 'Resale Restrictions' of the Company's Offering Memorandum dated November 15, 2011 (together with any amendments thereto, the "Offering Memorandum"), which contains the Company's audited annual financial statements (the "Financial Statements") as at August 31, 2011 and accompanies this Agreement. Subscribers are advised to consult their own legal advisers in connection with any applicable resale restrictions.**

#### 2. Payment of Subscription Price

The total Subscription Price set out on the first page of this Agreement is hereby paid, or will be paid on or before the Closing Date (as defined in paragraph 4) by money order, certified cheque or bank draft payable to the Company's legal counsel, '**MacCallum Law Group LLP, in trust**', prior to the Closing Date.

#### 3. Documents Required

The Subscriber must complete, sign and deliver to the Company, as soon as possible after being requested therefor and within any applicable time limits, such further documents, questionnaires, notices and undertakings as may be required by regulatory authorities and applicable law and will assist the Company with the preparation and filing thereof.

#### 4. Closing

Delivery and payment for the Shares (the "**Closing**") will be completed at the offices of:

**MacCallum Law Group LLP**  
6345 – 197<sup>th</sup> Street  
Langley, British Columbia

at 10:00 a.m. on the dates set out on the cover page of the Offering Memorandum (the "**Closing Date**") next following the date of this Agreement.

Certificates representing the Shares will be available for delivery on the Closing Date against payment to the Company of the total Subscription Price in Canadian funds for the Shares.

#### 5. Acknowledgements of Subscriber

The Subscriber acknowledges that:

- (a) the Shares are being offered for sale only on a 'private placement' basis and the Company has advised the Subscriber that the Company is relying on exemptions (and such sales are conditional upon the existence of such exemptions or the receipt of such orders, consents and approvals as are necessary to make such sales exempt) from the requirements to provide the Subscriber with a prospectus and to sell securities through a person registered to sell

securities under the *Securities Act* (British Columbia) (the “**BC Act**”) and, as a consequence of acquiring securities pursuant to these exemptions

- (i) certain protections, rights and remedies provided by such securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber,
  - (ii) information that would otherwise be provided to the Subscriber under such securities legislation will not be provided to it, and
  - (iii) the Company is relieved from various obligations under such securities legislation that would otherwise apply to it.
- (b) the Subscriber has received a copy of the Offering Memorandum;
  - (c) the Company is entitled to rely on the statements and answers of the Subscriber contained in this Agreement and the Subscriber will hold the Company harmless from any loss or damage it may suffer as a result of the Subscriber’s failure to correctly complete this Agreement;
  - (d) it has (or others for whom it is contracting hereunder have) been advised to consult their own legal advisers with respect to applicable resale restrictions and it is (or others for whom it is contracting hereunder are) solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions;
  - (e) this Agreement is not enforceable by the Subscriber unless it has been accepted by the Company and the Company may, in its sole discretion, elect not to accept the subscription from the Subscriber and will return, without interest or deduction, the funds received from the Subscriber in respect of its Subscription Price;
  - (f) this Agreement has been entered into by the Subscriber for valuable consideration and may not be revoked or withdrawn by the Subscriber except pursuant to the right of rescission set out under ‘Purchasers’ Rights’ in the Offering Memorandum and it is not assignable by the Subscriber without the written consent of the Company which consent may be unreasonably withheld;
  - (g) the Company is not registered under any securities legislation for the purposes of selling the Shares;
  - (h) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares;
  - (i) there is no government or other insurance covering the Shares;
  - (j) there are risks associated with the purchase of the Shares;
  - (k) the Company has not advised, recommended or otherwise represented to the Subscriber that the Shares are suitable to the Subscriber, with regard to the Subscriber’s
    - (i) investment needs and objectives,
    - (ii) financial circumstances, or

- (iii) risk tolerance;
- (l) there are restrictions on the Subscriber's ability to resell the Shares, it has been advised to consult its legal advisers with respect to such resale restrictions, it is the responsibility of the Subscriber (and the Company is not in any way responsible) to find out what those restrictions are and to comply with them before selling the Shares, and it may not be possible to liquidate the Subscriber's investment readily in case of any emergency; and
- (m) it is solely responsible for obtaining such legal, tax and other advice as is appropriate in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereunder and the Company's legal counsel are acting solely for the Company in connection with the Private Placement and the Subscriber may not rely upon such counsel in any respect.

## **6. Representations, Warranties and Covenants of the Subscriber**

The Subscriber hereby represents, warrants and covenants to the Company (which representations, warranties and covenants shall survive Closing) that:

- (a) if the Subscriber is purchasing the Shares as principal for its own account, the Subscriber is resident in British Columbia and is purchasing the Shares not for the benefit of any other person or company and not with a view to the resale, distribution or other disposition;
- (b) if the Subscriber is not purchasing the Shares for its own account but for one or more accounts that permit the Subscriber to purchase securities on behalf of such accounts in the Subscriber's sole discretion without reference to, or specific instructions regarding such investment from, the holders of such accounts (commonly called 'fully managed' accounts), the Subscriber is duly authorized to enter into this Agreement and complete the transactions contemplated hereby and is
  - (i) a trust or insurance company which has received a business authorization under the laws of another province or territory of Canada to carry on such business in such province or territory, and the Subscriber is purchasing such securities as an agent or trustee for accounts that are fully managed by the Subscriber, or
  - (ii) an adviser managing the investment portfolios of clients through discretionary authority granted by one or more clients and the Subscriber is registered as such an adviser under the BC Act or similar legislation in other provinces or is exempt from such registration and the Subscriber is purchasing securities as an agent for accounts that are fully managed by the Subscriber;
- (c) neither the Subscriber nor any party on whose behalf it is acting has been created, established, formed or incorporated solely, or is used primarily, to acquire securities or to permit the purchase of the Shares without a prospectus in reliance on an exemption from the prospectus requirements of applicable securities legislation;
- (d) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of the constating documents of the Subscriber (if the Subscriber is not an individual) or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;

- (e) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution of this Agreement on behalf of the Subscriber;
- (f) the Subscriber has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;
- (g) the Subscriber is not acquiring the Shares as a result of any information about the material affairs of the Company that is not generally known to the public except knowledge of this particular transaction;
- (h) this subscription by the Subscriber has not been induced by any representations or warranties by any person whatsoever with regard to the future value of the Shares;
- (i) to the best of its knowledge, none of the funds the Subscriber is using to purchase the Shares
  - (i) have been or will be derived from or related to any activity that is prohibited by, or deemed criminal under, the laws of any jurisdiction, or
  - (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and
- (j) the Subscriber has received and reviewed, prior to the execution of this Agreement, the Offering Memorandum and the Subscriber fully understands the contents and effect of the Offering Memorandum.

The foregoing representations, warranties and covenants are made by the Subscriber with the intent that they be relied upon by the Company in determining its suitability as a purchaser of the Shares and the Subscriber hereby agrees to indemnify the Company against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur as a result of reliance thereon. The Subscriber undertakes to notify the Company immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein.

## **7. Representations and Warranties of the Company**

The Company represents and warrants to the Subscriber that, as of the date of this Agreement and at the Closing:

- (a) the Company is a valid and subsisting corporation duly incorporated, continued or amalgamated and in good standing under the laws of the province of British Columbia with respect to all acts necessary to maintain its corporate existence;
- (b) the Company is duly registered or licensed to carry on business in the jurisdictions in which is required to be so registered or licensed to carry on business or own property or assets and is carrying on its business and owns its property and assets in accordance with all applicable laws, regulations and other requirements, and has not received any notice of a breach thereof which would have a material adverse effect on the Company or its business except where it is in good faith attempting to remedy such breach or contesting such notice;
- (c) the Company is the beneficial owner of the properties, business and assets or the interests in the properties, business and assets referred to in the Offering Memorandum, except as

disclosed in the Offering Memorandum all agreements by which the Company holds an interest in a property, business or asset are in good standing according to their terms, and there has not been any breach of the applicable laws of the jurisdictions in which such properties, business and assets are situated which would have a material adverse effect on such properties, business and assets;

- (d) the Offering Memorandum and the representations contained in this Agreement are accurate in all material respects and omit no fact, the omission of which would make such representation misleading in light of the circumstances in which such representation was made;
- (e) the Financial Statements accurately reflect the financial position of the Company as at the date thereof and have been properly prepared in accordance with Canadian Generally Accepted Accounting Principles (GAAP);
- (f) no adverse material changes in the financial position of the Company have taken place since the date of the latest balance sheet contained in the Financial Statements;
- (g) the Company has complied and will comply with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the Shares;
- (h) the issuance and sale of the Shares by the Company does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constating documents or any agreement or instrument to which the Company is a party;
- (i) this Agreement has been duly authorized by all necessary corporate action on the part of the Company and, subject to acceptance by the Company, constitutes a valid obligation of the Company legally binding upon it and enforceable in accordance with its terms;
- (j) the issuance of the Shares, at the time of their issue, will have been approved by all requisite corporate action and any shares comprising part of the Shares, upon issue and delivery, will be validly issued as fully paid and non-assessable;
- (k) the Company is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and, as at the date hereof, no such actions, suits or proceedings have been threatened or, to the best of the Company's knowledge, are pending, except as disclosed in the Offering Memorandum; and
- (l) no order ceasing, suspending or prohibiting sale of the Shares has been issued to and is outstanding against the Company or its directors, officers or promoters and to the best of the Company's knowledge no investigations or proceedings for such purposes are pending or threatened.

**8. Legending of Share Certificates**

The Subscriber hereby acknowledges that the following legend will be placed upon the certificates representing the Shares:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (A) THE [date of the Closing], AND (B)

THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

**9. Costs**

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

**10. Governing Law**

This Agreement is governed by the laws of the province of British Columbia and the federal laws of Canada applicable herein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorn to the jurisdiction of the courts of the province of British Columbia.

**11. Survival**

This Agreement including, without limitation, the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties notwithstanding the completion of the purchase of the Shares by the Subscriber and any subsequent disposition by the Subscriber of the Shares.

**12. Assignment**

This Agreement is not transferable or assignable.

**13. Execution & Delivery**

The Company shall be entitled to rely on delivery by facsimile machine of an executed copy of this Agreement and acceptance by the Company of such facsimile copy shall be equally effective to create a valid and binding agreement between the Subscriber and the Company in accordance with the terms hereof.

**14. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

**15. Entire Agreement**

Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute, by common law, by the Company, by the Subscriber, or by any third party.

**16. Amendments & Waivers**

No amendment or waiver of the provisions of this Agreement shall be effective unless in writing and signed by all of the parties hereto.

**17. Notice**

Unless otherwise provided herein, any notice or other communication to a party under this Agreement may be made, given or served by registered mail, postage pre-paid, by telecopy or by delivery to the parties at the addresses as set out in this Agreement. Any notice or other communication:

- (a) mailed shall be deemed to have been received on the fifth business day following its mailing;
- (b) telecopied shall be deemed to have been received on the business day following the date of transmission; and
- (c) delivered shall be deemed to have been received on the date of delivery.

In the event of a postal strike or delay affecting mail delivery, the date of receipt of any notice by mail is deemed to be extended by the length of such strike or delay. Each party may change its address for service at any time by providing notice in writing of such change to the other party.

**18. Contractual Rights respecting Offering Memorandum**

If the securities legislation where the Subscriber is resident does not provide comparable statutory rights, the Subscriber shall be entitled to those rights against the Company for cancellation and damages or rescission, as the case may be, as set out under 'Purchasers' Rights' in the Offering Memorandum as if those rights were a part of this Agreement.

**19. Personal Information**

The Subscriber (on its own behalf and, if applicable, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Company:

- (a) collecting the Subscriber's (and that of any person for whose benefit the Subscriber is subscribing) personal information for the purposes of completing the Subscriber's subscription;
- (b) retaining the personal information for as long as permitted or required by applicable law or business practices; and
- (c) providing to various governmental and regulatory authorities, as may be required by applicable securities laws, stock exchange rules, and the rules of the Investment Dealers Association, or to give effect to this agreement any personal information provided by the Subscriber.

The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgments set out in this paragraph on behalf of all persons for whose benefit the Subscriber is subscribing.