

**NOTICE TO PROSPECTIVE SUBSCRIBERS**

SOLSHARE ENERGY CORPORATION (THE "COMPANY") IS NOT A REPORTING ISSUER UNDER CANADIAN SECURITIES LEGISLATION. PURCHASING SHARES UNDER THIS SUBSCRIPTION AGREEMENT MEANS THAT YOU ARE ACQUIRING SECURITIES OF AN COMPANY WHOSE SHARES ARE NOT FREELY TRADABLE AND ARE SUBJECT TO RESTRICTIONS ON RESALE. THE COMPANY IS NOT A REPORTING ISSUER IN ANY JURISDICTION AND NO ASSURANCE CAN BE GIVEN THAT THE COMPANY WILL BECOME A REPORTING ISSUER. THE COMPANY HAS NO PLANS TO BECOME A REPORTING ISSUER. ACCORDINGLY, THE SECURITIES ACQUIRED UNDER THIS PRIVATE PLACEMENT WILL BE SUBJECT TO RESTRICTIONS ON RESALE FOR AN UNLIMITED PERIOD.

**SUBSCRIPTION AGREEMENT**

TO: **Solshare Energy Corporation** (the "COMPANY")

Subject and pursuant to the terms set out in this subscription agreement and the schedules incorporated by reference (together, the "Agreement" or "Subscription Agreement"), the undersigned (the "Subscriber") on its own behalf and, if applicable, on behalf of others for whom it is acting hereunder (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase from the COMPANY, the following securities at the following price:

<input type="text"/> Class C2 shares
\$50 per Class C2 Share for a total subscription price ("Subscription Price") of
\$ <input type="text"/>

<b>EXECUTION BY SUBSCRIBER:</b>	
<input type="text"/> Signature of individual (if Subscriber is an individual)	<input type="text"/> Address of Subscriber (residence)
<input type="text"/> Authorized signatory (if Subscriber is <b>not</b> an individual)	<input type="text"/> Address of Subscriber
<input type="text"/> Name of Subscriber ( <b>please print</b> )	<input type="text"/> Telephone number of Subscriber
<input type="text"/> Name of authorized signatory ( <b>please print</b> )	<input type="text"/> E-mail address of Subscriber

EXECUTED by the Subscriber this  day of , 201.

<b>REGISTRATION INSTRUCTIONS:</b>	<b>DELIVERY INSTRUCTIONS:</b>
<input type="text"/> Name to appear on certificate	<input type="text"/> Name and account reference, if applicable
<input type="text"/> Account reference, if applicable	<input type="text"/> Contact name and telephone number
<input type="text"/> Address	<input type="text"/> Address
<input type="text"/> Address	<input type="text"/> Address

Shares of the COMPANY presently held directly and indirectly by the Subscriber:

Number and Type of Security	Aggregate Acquisition Cost
Class C2 Shares	\$ <input type="text"/>

1. **Definitions.** The following terms will have the following meanings for all purposes of this Agreement:

- a) **“Investment Shares”** means those Class C2 or C3 Shares to be purchased by the Subscriber;
- b) **“Regulators”** means stock exchanges, the British Columbia Securities Commission and other securities regulatory authorities;
- c) **“Securities”** means the Shares;
- d) **“Subscription Price”** means the aggregate subscription price for the Shares payable by the Subscriber to the COMPANY in consideration for the purchase and sale of the Shares in accordance with page 1 of this Agreement; and
- e) **“U.S Securities Act”** shall mean the United States Securities Act of 1933, as amended.

2. **Subscription and Acceptance or Rejection By COMPANY.** The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the number of Shares set out on page 1 hereof at the Subscription Price and hereby tenders the Subscription Price which, upon acceptance by the COMPANY, will constitute a binding agreement of the Subscriber with the COMPANY to purchase from the COMPANY and, on the part of the COMPANY, to sell to the Subscriber, the number of Shares set out on page 1 hereof, all on the terms and subject to the conditions set out in this Subscription Agreement. The Subscriber acknowledges that the COMPANY reserves the right to accept or reject the Subscriber’s subscription hereunder in whole or in part. If the subscription is rejected in whole, any cheques or other forms of payment delivered to the COMPANY will be promptly returned to the Subscriber without interest or deduction. If the subscription is accepted only in part, a cheque representing any refund of the Subscription Price for that portion of the subscription for the Shares which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

3. **Offering.** The Subscriber acknowledges that the Shares will be issued in connection with the ongoing offering of Shares from time to time.

4. **Documentation and Payment.** The Subscriber agrees to deliver the following to the COMPANY as soon as possible:

- a) a completed and duly signed copy of this Subscription Agreement;
- b) a properly completed and duly executed investor certificate, which form is attached hereto as Schedule A (the **“Investor Certificate”**); and
- c) if the Subscriber is purchasing as an “accredited investor” as such term is defined in *National Instrument 45-106 Prospectus and Registration Exemption* (“**NI 45-106**”), a properly completed and duly executed accredited investor certificate confirming that the Subscriber a properly completed and duly executed accredited investor certificate, which form is attached hereto as Schedule B (the **“Accredited Investor Certificate”**); and
- d) all other documentation as may be required by applicable securities laws; and
- e) unless alternative arrangements suitable to the COMPANY are made, a certified cheque or bank draft made payable in same day freely tradable Canadian funds to Solshare Energy Corporation in the amount of the aggregate Subscription Price.

**5. Exemptions from Prospectus Requirements.** The Subscriber fully complies with one of the criteria set forth below:

- a) is an “accredited investor” as such term is defined in NI 45-106 and specifically represents and warrants that one or more of the categories set forth in the Accredited Investor Certificate correctly, and in all respects, describes the Subscriber and the Subscriber has so indicated by marking the box next to the category which so describes it and executing and delivering a copy of the Accredited Investor Certificate to the COMPANY; or
- b) is:
  - a. a “director”, “executive officer” or “control person” of the COMPANY or of an “affiliate” of the COMPANY (within the meaning of NI 45-106); or
  - b. a “spouse” (within the meaning of NI 45-106), parent, grandparent, brother, sister, child or grandchild of any person referred to in subclause A above; or
  - c. a parent, grandparent, brother, sister, child or grandchild of the spouse of any person referred to in subclause A above; or
  - D. a “close personal friend” (within the meaning thereof as set out in Companion Policy 45-106CP to NI 45-106) of any person referred to in subclause A above; or
  - E. a “close business associate” (within the meaning thereof as set out in Companion Policy 45-106CP to NI 45-106) of any person referred to in subclause A above ; or
  - F. a “founder” (within the meaning of NI 45-106) of the COMPANY or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the COMPANY; or
  - G. a parent, grandparent, brother, sister, child or grandchild of the spouse of a founder of the COMPANY; or
  - H. a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons referred to in subclauses A to G above; or
  - I. a trust or estate of which all of the beneficiaries or a majority of the trustees are persons described in subclauses A to G above.

Definitions of the terms in quotation marks referred to in this paragraph b are set out in Schedule C attached hereto.

**6. Representations and Warranties of the COMPANY.** By accepting this offer, the COMPANY represents and warrants to the Subscriber as follows:

- (a) the COMPANY has been duly incorporated and is validly subsisting under the *Business Corporations Act* (British Columbia) and has all of the requisite power and capacity to enter into and carry out its obligations under this Subscription Agreement;
- (b) the COMPANY has taken, or prior to the completion of the issue and sale by the COMPANY and the purchase by the Subscriber of the Shares pursuant to this Subscription Agreement (the “**Closing**”) will take, all necessary corporate action to authorize the execution, delivery and performance of this Subscription Agreement, including the issuance of the Shares, and upon execution of this Subscription Agreement on behalf of the COMPANY, this Subscription Agreement shall be duly executed by and shall constitute a legal, valid and binding obligation of the COMPANY, enforceable against the COMPANY in accordance with the terms hereof; and

- (c) the Shares, when issued and delivered to the Subscriber, will be validly issued as fully paid and non-assessable Class C2 shares in the capital of the COMPANY.

**7. Acknowledgements and Agreements of the Subscriber.** The Subscriber acknowledges and/or agrees as follows:

- (a) the sale and delivery of the Shares to the Subscriber is being made and is conditional upon such sale and delivery being exempt from the prospectus requirements under applicable securities legislation, and as a consequence of acquiring the Shares pursuant to such prospectus exemptions: (i) certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages, will not be available to the Subscriber; (ii) the Subscriber may not receive information that might otherwise be required to be provided under such legislation; and (iii) the COMPANY is relieved from certain obligations that would otherwise apply under such legislation;
- (b) no securities commission, agency, governmental authority, stock exchange or other regulatory body has reviewed or passed on the merits of the Shares;
- (c) there are risks associated with the purchase of the Shares and the Subscriber is solely responsible for obtaining such legal advice and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the transactions contemplated hereunder;
- (d) in accepting this Subscription Agreement, the COMPANY is relying upon the representations and warranties and acknowledgements of the Subscriber set out herein and the Subscriber hereby agrees to notify the COMPANY immediately of any change in any representation, warranty, covenant or other information relating to the Subscriber contained in this Subscription Agreement which takes place prior to Closing;
- (e) the Shares are subject to the terms, conditions and provisions of this Subscription Agreement and the Memorandum of COMPANY and Rules of the COMPANY, and that copies of such documents, once executed, will be made available to the Subscriber upon request;
- (f) the COMPANY is not a reporting issuer and gives no assurance that it will become a reporting issuer at any time after Closing;
- (g) the Shares will be subject to resale restrictions under applicable securities legislation, and if the COMPANY does not become a reporting issuer the Shares will be subject to restrictions on resale for an unlimited period and the Subscriber covenants that it will comply with all such restrictions and requirements and acknowledges that it is solely responsible (and the COMPANY is not in any way responsible) for such compliance;
- (h) the certificates representing the Shares will bear a legend indicating the applicable restrictions on resale;
- (i) the Subscriber has not received or been provided with a prospectus, a registration statement, any document purporting to describe the business and affairs of the COMPANY and prepared for review by prospective Subscribers to assist in making an investment in the Shares or similar document within the meaning of applicable securities legislation; and
- (j) the Subscriber acknowledges that this Subscription Agreement requires the Subscriber to provide certain personal information to the COMPANY and that such information is being collected by the COMPANY for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Subscriber's Shares under applicable securities legislation and preparing and registering certificates representing the Shares. The Subscriber's personal information may be disclosed by the COMPANY to: (a) stock exchanges or

securities regulatory authorities, (b) the COMPANY's registrar and transfer agent, and (c) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information.

**8. Representations and Warranties of Subscriber.** The Subscriber hereby represents and warrants to the COMPANY (which representations and warranties shall be true and correct on and shall survive the Closing) and acknowledges that the COMPANY is relying on such representations and warranties in connection with the transactions contemplated herein that:

- (a) the Subscriber is a resident of the jurisdiction set out on page 1 of this Subscription Agreement and such address was not created and is not being used solely for the purpose of acquiring the Shares;
- (b) this Subscription Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber and is enforceable in accordance with its terms against the Subscriber;
- (c) the information relating to the Subscriber contained in this Subscription Agreement is true, accurate and complete;
- (d) if the Subscriber is:
  - (i) an individual, that the Subscriber is of the full age of majority and is legally competent to execute, deliver and be bound by this Subscription Agreement;
  - (ii) a corporation, it is duly incorporated and subsisting under the laws of its jurisdiction of incorporation, has the requisite corporate power and authority and has taken all necessary corporate actions to execute, deliver and be bound by this Subscription Agreement and that it was not incorporated solely for the purpose of acquiring Shares hereunder; or
  - (iii) a partnership, syndicate or other form of unincorporated organization, the Subscriber is duly formed and existing under the laws of its jurisdiction of formation, has the necessary legal capacity and authority and has taken all necessary actions to execute, deliver and be bound by this Subscription Agreement and that it was not formed solely for the purpose of acquiring Shares hereunder;
- (e) the Subscriber is purchasing the Shares as principal (as defined in applicable securities legislation) for its own account, and not for the benefit of any other person;
- (f) the Subscriber has the knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment hereunder and is able to bear the economic risk of loss of that investment and is capable of making an informed investment decision;
- (g) except as provided herein, no person has made to the Subscriber any written or oral representation:
  - (i) that any person will resell or repurchase any of the Shares;
  - (ii) that any person will refund the purchase price of any of the Shares; or
  - (iii) as to the future price or value of any of the Shares;
- (h) the Subscriber has not been created and is not being used primarily to permit the purchase of the Shares without a prospectus in reliance on an exemption from the prospectus requirements of applicable securities legislation;

- (i) if the Subscriber is a resident of or otherwise subject to the securities legislation of a jurisdiction other than Canada, the purchase of the Shares by such Subscriber does not contravene the applicable securities legislation in the jurisdiction in which it is resident and does not trigger (i) any obligation on the part of the COMPANY to prepare and file a prospectus, registration statement or similar document, or any other report with respect to such purchase, or (ii) any registration or other obligation on the part of the COMPANY;
- (j) none of the funds being used to purchase the Shares are, to the Subscriber's knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Shares which will be advanced by the Subscriber to the COMPANY hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Subscriber acknowledges that the COMPANY may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of its knowledge none of the funds to be provided by the Subscriber are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber shall promptly notify the COMPANY if the Subscriber discovers that any of such representations cease to be true, and provide the COMPANY with appropriate information in connection therewith.

The Subscriber acknowledges and agrees that the foregoing representations and warranties are made by it with the intention that they may be relied upon by the COMPANY and its legal counsel in determining the Subscriber's eligibility or (if applicable) the eligibility of others on whose behalf it is contracting hereunder, to purchase the Shares under applicable securities legislation or other applicable laws. The Subscriber further agrees that by accepting delivery of the Shares on the date of Closing (the "**Closing Date**"), it shall be representing and warranting that the foregoing representations and warranties are true and correct as at the Closing Date with the same force and effect as if they had been made by the Subscriber at the time of Closing and that they shall survive the purchase by the Subscriber of the Shares and shall continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of such Shares.

**9. Survival of Representations and Warranties.** All representations, warranties and covenants contained in this Subscription Agreement, in any certificates or other document delivered by any of the parties hereto pursuant to the provisions of this Subscription Agreement, or otherwise with respect to the transactions contemplated herein or therein, shall survive the closing of the purchase of the Shares and, notwithstanding any investigation made by or on behalf of the Subscriber or the COMPANY, respectively, shall continue in full force and effect for the benefit of the Subscriber or the COMPANY, as applicable, through to the second anniversary of the Closing. For greater certainty, the representations and warranties contained in this Subscription Agreement are given as of the Closing Date only.

**10. U.S. Law.** The Subscriber:

- (a) acknowledges the Shares have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Shares and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (b) is aware that the Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states and acknowledges that the COMPANY has no obligation to or present intention of filing a registration statement under the U.S. Securities Act in respect of the Shares;
- (c) is not a U.S. Person (as defined in Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or

corporation organized or incorporated under the laws of the United States) and is not purchasing the Shares on behalf of, or for the account or benefit of, a person in the United States or a U.S. Person; and

- (d) undertakes and agrees that it will not offer or sell the Shares in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Shares, except in accordance with the provisions of applicable securities laws, regulations, rules, policies and orders and the rules of any stock exchange, as applicable.

**11. Privacy Legislation.** The Subscriber acknowledges and consents to the fact that the COMPANY is collecting the Subscriber's (and any beneficial purchaser for which the Subscriber is contracting hereunder) personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing the Subscriber's subscription. The Subscriber acknowledges and consents to the COMPANY retaining the personal information for so long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact that the COMPANY may be required by securities laws, stock exchange rules and/or Investment Dealers COMPANY of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any beneficial purchaser for which the Subscriber is contracting hereunder). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers for which the Subscriber is contracting. In addition to the foregoing, the Subscriber agrees and acknowledges that the COMPANY may use and disclose the Subscriber's personal information, or that of each beneficial purchaser for whom the Subscriber are contracting hereunder, as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the COMPANY and the Subscriber or any beneficial purchaser for whom the Subscriber is contracting hereunder;
- (b) for use and disclosure to the COMPANY's transfer agent and registrar;
- (c) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
- (d) disclosure to securities regulatory authorities (including any stock exchange) and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;
- (e) disclosure to a governmental or other authority (including any stock exchange) to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (f) disclosure to professional advisers of the COMPANY and its agents in connection with the performance of their professional services;
- (g) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent;
- (h) disclosure to a court determining the rights of the parties under this Subscription Agreement; or
- (i) for use and disclosure as otherwise required or permitted by law.

The Subscriber further acknowledges and agrees that the Regulators collect personal information in forms submitted by the COMPANY, which will include personal information regarding the Subscriber. The Subscriber agrees that the Regulators may use this information in the manner provided for the following purposes:

- (a) to conduct background checks,
- (b) to verify the personal information that has been provided about each individual,
- (c) to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the issuer or applicant,
- (d) to consider the eligibility of the issuer or applicant to list on a stock exchange,
- (e) to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the issuer, or its associates or affiliates,
- (f) to conduct enforcement proceedings, and
- (g) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Regulators and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

The Subscriber agrees that as part of this process, the Regulators also collect additional personal information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The personal information the Regulators collect may also be disclosed:

- (h) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (i) on the Regulators' websites or through printed materials published by or pursuant to the directions of the Regulators.

The Regulators may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Regulators may share the information with such third party service providers.

**12. Conditions of Closing.** The obligation of the Subscriber to complete the transactions contemplated herein is subject to fulfilment at or before the time of the Closing on the Closing Date (the "**Closing Time**") of the following conditions:

- (a) the representations and warranties of the COMPANY contained in this Subscription Agreement shall be true and correct at the Closing Time;
- (b) the COMPANY shall have performed and complied with all of its obligations hereunder to be performed at or prior to the Closing Time; and
- (c) all necessary corporate action will have been taken by the COMPANY to authorize the execution and delivery of this Subscription Agreement and to consummate the transactions contemplated by this Subscription Agreement.

The foregoing conditions are for the exclusive benefit of the Subscriber, provided that any of the said conditions may be waived in whole or in part by the Subscriber without prejudice to its rights of rescission in the event of the non-fulfilment and/or non-performance of any other conditions, any such waiver to be binding on the Subscriber only if the same is in writing.

The obligation of the COMPANY to complete the transactions contemplated herein is subject to fulfilment at or before the Closing Time of the following conditions:

- (a) the representations and warranties of the Subscriber contained in this Subscription Agreement shall be true and correct at the Closing Time;
- (b) the Subscriber shall have performed and complied with all of its obligations hereunder to be performed at or prior to the Closing Time; and
- (c) all necessary corporate action, if any, will have been taken by the Subscriber to authorize the execution and delivery of this Subscription Agreement and to consummate the transactions contemplated by this Subscription Agreement.

The foregoing conditions are for the exclusive benefit of the COMPANY, provided that any of the said conditions may be waived in whole or in part by the COMPANY without prejudice to its rights of rescission in the event of the non-fulfilment and/or non-performance of any other condition or conditions, any such waiver to be binding on the COMPANY only if the same is in writing.

**13. Indemnification.** Each of the Subscriber and the COMPANY agrees to indemnify and hold the other party harmless and their respective directors, officers, employees, agents, advisers and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based upon any representation or warranty of the Subscriber or the COMPANY, as applicable, contained herein being untrue in any material respect or any breach or failure by the Subscriber or the COMPANY, as applicable, to comply with any covenant or agreement made by them herein.

**14. Governing Law.** This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Subscription Agreement.

**15. Entire Agreement and Headings.** This Subscription Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. The headings contained herein are for convenience only and shall not affect the meanings or interpretation hereof.

**16. Survival.** Subject to Section 9 above, this Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall generally survive and continue in full force and effect following the Closing Date and be binding upon the parties hereto notwithstanding the completion of the purchase of the Shares by the Subscriber pursuant hereto and any subsequent disposition of the Shares in accordance with the applicable securities legislation by the Subscriber.

**17. Currency.** All references herein to dollar amounts are to lawful money of the Canada.

**18. Assignment.** This Agreement is personal to the Subscriber and may not be assigned.

**19. Facsimile and Counterpart Subscriptions.** The COMPANY shall be entitled to rely on delivery by facsimile machine or electronic mail of an executed copy of this Subscription Agreement, including the completed schedule hereto, and acceptance by the COMPANY of such facsimile or electronic mail copy shall be legally effective to create a valid and binding agreement between the Subscriber and the COMPANY in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

The above subscription is hereby accepted by the COMPANY this  day of , 201.

**SOLSHARE ENERGY CORPORATION**

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

**SCHEDULE A**  
**INVESTOR CERTIFICATE**

**TO: Solshare Energy Corporation**

In connection with the purchase by the undersigned (the "Subscriber") of securities of Solshare Energy Corporation (the "COMPANY"), the undersigned hereby represents, warrants, covenants to and with the COMPANY and certifies to the COMPANY (on behalf of itself or on behalf of the disclosed principal, as the case may be) that:

1. the Subscriber is (PLEASE CHECK THE APPROPRIATE BOX):

- resident in the Province of British Columbia or is subject to the laws of the Province of British Columbia;
- resident in the Province , or
- not a resident of Canada.

2. the Subscriber is (PLEASE CHECK THE APPROPRIATE BOX):

- an individual who has received from the Company and read and understood the Offering Memorandum, in compliance with applicable Securities Rules;
- an "accredited investor" within the meaning of National Instrument 45-106 of the Canadian Securities Administrators and has delivered to the COMPANY the Accredited Investor Certificate attached to this Subscription Agreement as Schedule B.
- a close personal friend of , an officer or director of the COMPANY.

*A close personal friend is an individual who has known the director, executive officer or control person well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, executive officer or control person and to obtain information from them with respect to the investment. An individual is not a close personal friend solely because the individual is a family member, a member of the same club, organization, COMPANY or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client, a mere acquaintance, or connected through some form of social media. The relationship between the Subscriber and the director, executive officer or control person must be direct. For example, a close personal friend of a close personal friend would not constitute a close personal friend of the Subscriber.*

- a close business associate of , an officer or director of the COMPANY.

*A close business associate is an individual who has had sufficient prior business dealings with the director, executive officer or control person to be in a position to assess the capabilities and trustworthiness of the director, executive officer or control person and to obtain information from them with respect to the investment. An individual is not a close business associate solely because the individual is a family member, a member of the same club, organization, COMPANY or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client, a mere acquaintance, or connected through some form of social media. The relationship between the Subscriber and the director, executive officer or control person must be direct. For example, a close business associate of a close business associate would not constitute a close business associate of the Subscriber.*

- the  (insert family relationship) of , a  of the COMPANY.

- a member of the COMPANY since .

Dated:

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

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

Print the name of Subscriber

Print Name of Witness

If Subscriber is a Corporation, print name and title of Authorized Signing Officer

## SCHEDULE B

### ACCREDITED INVESTOR CERTIFICATE

In connection with the purchase by the Subscriber of the Shares, the Subscriber certifies that it/he/she and any beneficial purchaser, as applicable, is an “accredited investor” as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions* and, as at the Closing, the Subscriber or the beneficial purchaser, as applicable, qualifies as one of more of the following and acknowledges that the COMPANY is relying on this certificate in determining to sell the Shares to the Subscriber. **(Please insert a checkmark in the box beside each applicable paragraph)**

“accredited investor” means

- (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;
- (b) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- (c) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- (d) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
- (f) except in Ontario, 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) except in Ontario, 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) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000;
- (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;

- (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;
- (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 section 2.10 of NI 45-106 (being that (I) the person is not an individual, (II) the person purchases as principal, (III) the security has an acquisition cost to the purchaser of not less than \$150,000 paid in cash at the time of the trade, and (IV) the trade is in the security of a single entity), and section 2.19 of NI 45-106 (being a trade by an investment fund in a security of its own issue to a security holder of the investment fund where (I) the security holder initially acquired securities of the investment fund as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of the trade, (II) the subsequent trade is for a security of the same class or series as the initial trade, and (III) the security holder, as at the date of the subsequent trade, holds securities of the investment fund that have an acquisition cost of not less than \$150,000 or a net asset value of not less than \$150,000); 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 is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada;
- (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;
- (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

The following definitions are included for convenience only; reference should be had to the applicable legislation:

- (a) **“director”** means
  - (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
  - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (b) **“eligibility adviser”** means
  - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
  - (ii) 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 COMPANY of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
    - (a) have a professional, business or personal relationship with the entity, or any of its directors, executive officers, founders, or control persons, and
    - (b) 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 entity or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (c) **“financial assets”** means cash, securities, or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (d) **“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;
- (e) **“investment fund”** has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (g) **“person”** includes
  - (i) an individual,
  - (ii) a corporation,
  - (iii) a partnership, trust, fund and an COMPANY, syndicate, organization or other organized group of persons, whether incorporated or not, and

- (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;
- (h) **“related liabilities”** means
  - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
  - (ii) liabilities that are secured by financial assets;
- (i) **“spouse”** means, an individual who,
  - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
  - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
  - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (j) **“subsidiary”** means an entity that is controlled directly or indirectly by another entity and includes a subsidiary of that subsidiary.

An entity is an **“affiliate”** of another COMPANY if (i) one of them is the subsidiary of the other, or (ii) each of them is controlled by the same person.

In National Instrument 45-106 a person (first person) is considered to **“control”** another person (second person) if

- (i) the first person beneficially owns or directly or indirectly 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.

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

Dated: \_\_\_\_\_, 201\_

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

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

\_\_\_\_\_  
Print the name of Subscriber

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

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

## SCHEDULE C

### DEFINITIONS FOR PROSPECTUS EXEMPTIONS

The following definitions are included for convenience only; reference should be had to the applicable legislation:

- (a) “**affiliate**”, an entity is an affiliate of another entity if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person.
- (b) “**close personal friend**” means an individual who has known the director, executive officer or control person well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, executive officer or control person and to obtain information from them with respect to the investment. An individual is not a close personal friend solely because the individual is a family member, a member of the same club, organization, COMPANY or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client, a mere acquaintance, or connected through some form of social media. The relationship between the Subscriber and the director, executive officer or control person must be direct. For example, a close personal friend of a close personal friend would not constitute a close personal friend within the meaning of this definition.
- (c) “**close business associate**” means an individual who has had sufficient prior business dealings with the director, executive officer, founder or control person to be in a position to assess the capabilities and trustworthiness and to obtain information from them with respect to the investment. An individual is not a close business associate solely because the individual is a family member, a member of the same club, organization, COMPANY or religious group, a co-worker, colleague or associate at the same workplace, a client, customer, former client, a mere acquaintance, or connected through some form of social media. The relationship between the Subscriber and the director, executive officer or control person must be direct. For example, a close business associate of a close business associate would not constitute a close business associate within the meaning of this definition.
- (d) “**control person**” means (a) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, (b) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer; and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to 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) “**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, or (c) performing a policy-making function in respect of the issuer.
- (g) “**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 distribution or trade is actively involved in the business of the issuer. The person must be actively involved in the business of the issuer at the time of the trade.
- (h) “**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).

BANKING INFO

Please write a cheque for the total amount payable to **Solshare Energy** and mail to:

**Solshare Energy**

c/o Vancouver Renewable Energy Co-op

130 W. Broadway

Vancouver, BC V5Y 1P3

If you are a Vancity Credit Union member you can transfer the funds directly to our account:

Branch: 10, Account: 648998, Chequing / Savings

We will deposit dividends quarterly directly to your account. Please complete the account information below or attach a void cheque for your account:

Institution Name:

Institution Address:

Institution Number:

Transit Number:

Account Number: