

STANDING STONE REDWATER LIMITED PARTNERSHIP

(the "Partnership")

SUBSCRIPTION AGREEMENT FOR UNITS

(for use by Canadian Subscribers)

Offering pursuant to the Offering Memorandum of the Partnership dated January 7, 2008, of Limited Partnership Units ("Land Units") and Debt Units ("Debt Units") (the Land Units and Debt Units are collectively referred to as the "Units") at a subscription price of \$12,500.00 per Unit

The Units will be subject to an indefinite hold period during which they may not be traded unless permitted under securities legislation.

TO: Standing Stone Redwater Limited Partnership
C/o Chamberlain Hutchison
#155, 10430 – 122 Street
Edmonton, Alberta
T5N 4C1

1. Offering Memorandum: Words and phrases used in this Subscription Agreement and Acknowledgement shall have the same meaning as in the Offering Memorandum of the Partnership dated January 7, 2007, (the "Offering Memorandum") in relation to the Units offered therein. The Subscriber hereby acknowledges receipt of the Offering Memorandum and the Subscriber further acknowledges that this Subscription and the Units to be issued on acceptance of this Subscription are subject to the terms and conditions set forth in the Offering Memorandum, all of which are incorporated herein by reference and form part of the contract established by the acceptance of this Subscription.

2. Subscription: The Subscriber hereby subscribes for and agrees to purchase _____ Land Units of the Partnership at a price of \$12,500.00 Unit for an aggregate subscription price of \$_____ upon the terms and conditions set out herein. The Units shall have the features set out above and as described in the Offering Memorandum.

3. Option to Purchase Debt Units: [complete if the Subscriber is exercising the right to purchase Debt Units] The Subscriber gives notice that it wishes to exercise the right to purchase _____ Debt Units (as described in the Offering Memorandum), and in payment therefor hereby tenders a completed and signed Promissory Note in the form attached as Exhibit "D" hereto.

[Note: The subscriber shall have the right to subscribe for three quarters (3/4) of a Debt Unit for each Unit that is subscribed and fully paid for.]

The Subscriber acknowledges and agrees that if the subscriber fails to make any payments when due under the above said Promissory Note then the Partnership may cancel the Debt Units and all payments made up to that date shall be forfeited to the Partnership, and the subscriber shall not be entitled to any return or refund of those payments.

4. \$10,000 subscription – Eligible Investor Acknowledgement. **This Section applies only to residents of Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Quebec and Saskatchewan:** If the subscription amount is greater than \$10,000, and if the Subscriber is a resident of Alberta, Manitoba, Northwest Territories, Nunavut, Prince Edward Island, Quebec or Saskatchewan, in subscribing for the Units of the Partnership, the Subscriber hereby irrevocably represents to the Partnership and acknowledges that the Subscriber is an "eligible investor" as such term is defined in Section 1.1 of National Instrument 45-106, a copy of which definition is attached as Exhibit "A" hereto, and I have circled the portion of that definition applicable to me.

The Subscriber acknowledges that the Partnership and its counsel are relying upon the foregoing representation and acknowledgement.

5. Ontario Residents: If the Subscriber is resident in Ontario, the Subscriber hereby irrevocably represents to the Partnership and acknowledges that the Subscriber is either:
- a. Purchasing not less than 12 Units at an aggregate cash consideration of not less than \$150,000, or
 - b. Is an accredited investor as such term is defined in Section 1.1 of National Instrument 45-106, a copy of which definition is attached as Exhibit "B" hereto, and I have circled the portion of that definition applicable to me.
6. Representations, Warranties and Covenants: By executing this Subscription Agreement, the Subscriber represents, warrants and covenants to the Partnership (and acknowledges that the Partnership and its counsel are relying thereon) that:
- a. the Subscriber has been independently advised as to restrictions with respect to trading in the Units imposed by applicable securities legislation in the jurisdiction in which the Subscriber resides, confirms that no representation has been made to it by or on behalf of the Partnership with respect thereto, acknowledges that the Subscriber is aware of the characteristics of the Units, the risks relating to an investment therein and of the fact that the Subscriber may not be able to resell the Units except in accordance with limited exemptions under applicable securities legislation and regulatory policy, and agrees and undertakes that it will not resell the Units except in accordance with such legislation and policies;
 - b. the sale of the Units has not been qualified under the securities legislation of any province or other jurisdiction by way of prospectus, that it is purchasing the Units pursuant to an exemption contained in the securities legislation of the jurisdiction in which the Subscriber is resident, such exemption will exempt the Partnership from certain of the obligations of such securities legislation, and that the Units will be subject to certain restrictions on resale and that the certificate representing the Units will bear a legend prohibiting their transfer in accordance with National Instrument 45-102;
 - c. except for the Offering Memorandum and for publicly available information, the Subscriber has not received, nor has the Subscriber requested, nor does the Subscriber have any need to receive, any offering memorandum, or any other document describing the business and affairs of the Partnership which has been prepared for delivery to, and reviewed by, prospective purchasers in order to assist the Subscriber in making an investment decision in respect of the Units;
 - d. if an individual, he/she is of the full age of majority and is legally competent to execute this Subscription Agreement and take all actions pursuant hereto;
 - e. the Subscriber is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Units;
 - f. this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
 - g. the Subscriber has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of loss of the Subscriber's investment;
 - h. if it is a corporation or other entity, the Subscriber has been duly incorporated or created as the case may be, and is valid and subsisting under the laws of its jurisdiction of incorporation or creation and has good and sufficient power, authority and right to enter into and deliver this Subscription Agreement and to perform its obligations hereunder;
 - i. if required by applicable securities legislation, policy or order or securities commission, or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Partnership in filing such reports, undertakings and other documents with respect to the issue of the Units as may be required.

The representations, warranties and covenants of the Subscriber shall survive the purchase by the Subscriber of the Units, without limit as to time. The Subscriber acknowledges that the Partnership and its counsel are relying upon the foregoing representations and acknowledgements.

7. Acceptance: The Subscriber understands that this Subscription may not be accepted by the Partnership, or may be accepted in whole or in part by the Partnership, as it may in its discretion determine. Any acceptance by the Partnership shall be subject to all regulatory approvals and other regulatory requirements that may apply.

8. The contract arising out of this Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Subscriber and the Partnership each irrevocably attorn to the jurisdiction of the courts of the Province of Alberta. Time shall be of the essence hereof.

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

10. Enurement: Once accepted by the Partnership, this agreement shall enure to the benefit of and be binding upon each of the Subscriber and the Partnership and their respective heirs, executors, administrators, legal representatives and successors.

11. Notice and Authorization of Indirect Collection of Personal Information: The Subscriber acknowledges and confirms that the Partnership has given notice to the Subscriber:

- (a) of the of the delivery to the securities regulatory authority or, where applicable, the regulator of the information pertaining to the person as set out in this Subscription including, but not limited to, the name and address of the Subscriber;
- (b) that such information is being collected indirectly by the securities regulatory authority or, where applicable, the regulator under the authority granted to it in securities legislation;
- (c) that this information is being collected for the purposes of the administration and enforcement of the securities legislation; and
- (d) of the title, business address and business telephone number of the public official in the local jurisdiction, who can answer questions about the security regulatory authority's or, where applicable, the regulator's indirect collection of the information is as set out in Exhibit "C" hereto;

and the Subscribers hereby authorizes the indirect collection of the information by the securities regulatory authority or, where applicable, the regulator.

IN WITNESS WHEREOF the Subscriber has caused this agreement to be executed at _____, in _____, this _____ day of _____, 20__.

<p>_____ Name of Subscriber (please print)</p> <p>By: _____ Authorized Signature</p>	<p>_____ Subscriber's Address, including postal code</p> <p>_____</p> <p>_____ Telephone Number (E-mail Address)</p> <p>_____ Social Insurance Number (required by Federal legislation)</p>
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Receipt is acknowledged and the foregoing Subscription is accepted, subject to the terms and conditions herein set out, the Partnership this _____ day of _____, 20__.

STANDING STONE REDWATER LIMITED PARTNERSHIP

Per: _____

Note: Units issued will be registered in the manner in which the Subscriber's name appears hereon. Any change of Subscriber's address will only be effective upon receipt of written notice thereof by the Partnership.

Exhibit "A"

Definition of "eligible investor"

"eligible investor" means

- (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,
- (b) a person or company 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 in which all of the partners are eligible investors,
- (d) a limited partnership in 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 are eligible investors,
- (f) an accredited investor, or
- (g) a person or company that has obtained advice regarding the suitability of the investment and if the person or company is in a jurisdiction of Canada that advice has been obtained from an investment dealer, securities dealer or their equivalent, registered under the securities legislation of the jurisdiction.

Exhibit "B"

"accredited investor" means

- (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 paragraphs (a) or (b), if the person or company 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 registered under the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada, as a representative of a person or company referred to in paragraph (d),
- (f) the government of Canada or a jurisdiction of Canada, or any crown 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 Comite de gestion de la taxe scolaire de l'ile de Montreal or an intermunicipal management board in Quebec,
- (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 provincial pension commission or similar regulatory authority of a jurisdiction of Canada,
- (j) an individual who, either alone or jointly with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000 ("financial assets" being 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),
- (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two 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 sections 2.10 and 2.19 of National Instrument 45-106, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of National Instrument 45-106,
- (o) an investment fund that distributes or has distributed its securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipts,
- (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 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 provide 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 or company in respect of which all of the owners of interests, direct or indirect, legal or beneficial, except the voting securities required by law to be owned by directors, are persons or companies that are accredited investors,
- (u) an investment fund that is advised by the securities regulatory authority or , except in Ontario and Quebec, the regulator as(i) an accredited investor, or (ii) an exempt purchaser in Alberta or British Columbia after National Instrument 45-106 comes into force.

Exhibit “C”

Securities Regulatory Authorities and Regulators

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

Alberta Securities Commission

4th Floor, 300 – 5th Avenue SW
Calgary, Alberta T2P 3C4
Telephone: (403) 297-6454
Facsimile: (403) 297-6156

Saskatchewan Financial Services Commission

6th Floor, 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 3V7
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

The Manitoba Securities Commission

1130 – 405 Broadway Avenue
Winnipeg, Manitoba R3C 3L6
Telephone: (204) 945-2548
Facsimile: (204) 945-0330

Ontario Securities Commission

Suite 1903, Box 5520 Queen Street West
Toronto, Ontario M5H 3S8
Telephone: (416) 593-3682
Facsimile: (416) 593-8252
Public official contact regarding indirect collection of information:
Administrative Assistant to the Director of Corporate Finance
Telephone (416) 593-8086

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337
Or 1877 525-0337
Facsimile: (514) 864-3681

New Brunswick Securities Commission

133 Prince William Street, Suite 606
Saint John, New Brunswick E2L 2B5
Telephone: (506) 658-3060
Facsimile: (506) 658-3059

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

Prince Edward Island Securities Office
95 Rochford Street, P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Securities Commission of Newfoundland and Labrador
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

Government of Yukon
Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, YT Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

Government of Northwest Territories
Department of Justice
Securities Registry
1st Floor Stuart M. Hodgson Building
5009 – 49th Street
Yellowknife, Northwest Territories X1A 2L9
Telephone: (867) 920-3318
Facsimile: (867) 873-0243

Government of Nunavut
Department of Justice
Legal Registries Division
P.O. Box 1000 – Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6190
Facsimile: (867) 975-6194
#1662002 v2

Exhibit "D"

PROMISSORY NOTE

AMOUNT: \$ _____ in Canadian Dollars

FOR VALUE RECEIVED, the undersigned hereby promises to pay to Standing Stone Redwater Limited Partnership (the "Partnership"), at the City of Edmonton, in the Province of Alberta, on or before the earlier of:

- (a) December 31, 2015; or
- (b) The date that the Partnership makes a distribution (or distributions) to the undersigned, as a Unit holder that, in aggregate, equals the amount outstanding under this promissory note

the sum of \$ _____, in Canadian funds, together with interest thereon at an annual rate equal to the prime lending of Alberta Treasury Branches (ATB Financial), from time to time, plus 2%, such rate to be determined as at December 1 of each year to be in effect for the next 12 months commencing on the following January 1, such interest to be paid on a monthly basis, on the last day of each calendar month.

The undersigned acknowledges that the undersigned's Debt Units in the Partnership are being held as security for the payment of this Promissory Note and that in the event of non-payment of the promissory note, in the event that the undersigned fails to make an aggregate of 3 monthly interest payments (whether or not such missed payments are consecutive), or fails to pay the principal amount of the Promissory Note when due, the Partnership may cancel the Debt Unit held as security for payment of this Promissory Note, and the Partnership shall have no other recourse in the vent of non-payment of this Promissory Note.

The undersigned shall have the right to prepay all or any portion of this amount without notice, bonus or penalty.

The undersigned hereby waive presentment for payment and notice of dishonor.

DATED this ____ day of _____, 20____.

(Signature)

Name (please print)

RISK ACKNOWLEDGEMENT

WARNING

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities commission 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 commission and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities for 4 months.
- 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. Standing Stone Redwater Limited Partnership will pay \$_____ [amount of fee or commission] of this to _____ [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 2 copies of this document. Keep one copy for your records.

You have two business days to cancel your purchase. *[Instruction: The issuer must complete this section before giving the form to the purchaser.]*

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

Issuer Name and Address:
Standing Stone Redwater Limited Partnership
1920, 10020 – 101A Avenue
Edmonton, Alberta, T5J 3G2
Fax: (780) 421-0069
E-mail: casey@obyrnegroup.ca

You are buying Exempt Market Securities

They are called *exempt market securities* because two parts of the 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 commission.

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 an advisor or investment dealer registered with a securities commission. Contact the Investment Dealers Association of Canada (website: www.ida.ca) for a list of registered investment dealers in your area.

For more information on the exempt market, call your local securities commission. British Columbia Securities Commission, Telephone: (604) 899-6500, website: www.bcsc.bc.ca. Alberta Securities Commission, Telephone: (403) 297-6454, website: www.albertasecurities.com.

[Instruction: The purchaser must sign two copies of this form. The purchaser and the issuer must each receive a signed copy.]

RISK ACKNOWLEDGEMENT

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities commission 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 commission and has no duty to tell me whether this investment is suitable for me.
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- 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. Standing Stone Redwater Limited Partnership will pay \$_____ [amount of fee or commission] of this to _____ [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 2 copies of this document. Keep one copy for your records.

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Issuer Name and Address:
Standing Stone Redwater Limited Partnership
1920, 10020 – 101A Avenue
Edmonton, Alberta, T5J 3G2
Fax: (780) 421-0069
E-mail: casey@obyrnegroup.ca

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