

TRANSFER FORM

The undersigned, a Limited Partner of Longbow Capital Limited Partnership #_____ (the "**Partnership**") hereby transfers to:

(Name of Transferee)

(Address)

_____ Unit(s) in the Partnership recorded in the undersigned's name, constitutes the above-named transferee as a substitute Limited Partner for the said number of Unit(s) and agrees to execute and deliver to the General Partner any documents required to effect a valid transfer of the said Unit(s) or which are necessary or advisable, in the opinion of the General Partner, to preserve the status of the Partnership as a limited partnership. The undersigned agrees that the power of attorney previously granted to the General Partner shall continue to be effective for the purpose of executing and filing all certificates, amendments and other instruments necessary to give effect to this transfer.

DATED at _____, Province of _____, this ____ day of _____, 20_____.

(Witness to Signature)

(Signature of Limited Partner)

(Name of Witness – Please Print)

(Name of Limited Partner – Please Print)

(Residence Address)

(City, Province, Postal Code)

Res: _____ Bus: _____
(Telephone)

The transferee acknowledges that the assignment, transfer, hypothecation or pledge of Units of the Partnership is restricted pursuant to the terms of the Partnership Agreement.

The transferee hereby represents and warrants that the transferee:

- (a) if an individual, he or she (or the legal representative of such individual) has obtained the age of majority and has the legal capacity and competence to enter into this transfer and the Partnership Agreement and to take all actions required pursuant thereto and hereto;
- (b) if a corporation or body corporate, it has the legal capacity and competence to enter into this transfer and the Partnership Agreement and to take all actions required pursuant thereto and all necessary approvals by its directors, shareholders and members, or otherwise, have been given to authorize the entering into of this transfer and the Partnership Agreement and to take all actions required pursuant hereto;
- (c) such transferee is resident in Canada or, if such transferee is a partnership, is a Canadian partnership within the meaning of the Tax Act;

- (d) such transferee is not a Tax Shelter; and
- (e) such Limited Partner will advise the General Partner in writing at the time of the issue or transfer of Units to such Limited Partner whether such Limited Partner is a Financial Institution, and shall immediately advise the General Partner if such Limited Partner becomes a Financial Institution at any time thereafter.

In consideration of and subject to the amendment of the certificate of limited partnership in respect of the Partnership including the transferee as a Limited Partner with respect to the Unit(s) assigned, the transferee hereby agrees to be bound as a Limited Partner by the terms of the Partnership Agreement and agrees to assume the obligations of the transferor under the Partnership Agreement with respect to the Unit(s) assigned; and the undersigned hereby grants to the General Partner, its successors and assigns, a power of attorney constituting the General Partner, with full power of substitution, as the transferee's true and lawful attorney and agent, with full power and authority, in his name, place and stead to execute, under seal or otherwise, swear to, acknowledge, deliver, record or file, as the case may be, as and where required:

- (a) the Partnership Agreement, any amendment to the Partnership Agreement, the certificate of limited partnership in respect of the Partnership, any amendment to such certificate or any other certificate or instrument which the General Partner deems necessary or appropriate to qualify, continue the qualification of, or keep in good standing, the Partnership in, or otherwise comply with the laws of, the Province of Alberta or any other jurisdiction wherein the Partnership may carry on or be deemed to carry on business, or the General Partner may deem it prudent to register the Partnership, in order to maintain the limited liability of the Limited Partners or to comply with applicable laws;
- (b) any certificate or other instrument which the General Partner deems necessary or appropriate to reflect any amendment, change or modification of the Partnership in accordance with the terms of the Partnership Agreement;
- (c) any certificate or other instrument which the General Partner deems necessary or appropriate to comply with the laws of Canada or any political subdivision of Canada;
- (d) any conveyance or other instrument which the General Partner deems necessary or appropriate to reflect or in connection with the dissolution or termination of the Partnership pursuant to the terms of the Partnership Agreement;
- (e) any instrument required in connection with any election, designation or determination relating to the Partnership under the Tax Act or other fiscal legislation;
- (f) any document which the General Partner deems necessary or appropriate to be filed in connection with the business, assets or undertaking of the Partnership or the Partnership Agreement;
- (g) any document required to be filed with any governmental body, agency or authority in connection with the business, assets or undertaking of the Partnership or the Partnership Agreement;
- (h) any application for any grant, incentive or credit under any federal or provincial incentive program with respect to any activity of the Partnership;
- (i) any document or instrument which the General Partner deems necessary or appropriate to effect the sale of any Unit pursuant to Sections 10.2 or 10.3 of the Partnership Agreement;
- (j) any transfer forms or other certificate or instrument on behalf of or in the name of whomsoever as may be necessary to effect the transfer of any Unit in accordance with the terms of the Partnership Agreement; and
- (k) any other document or instrument on behalf of and in the name of the Partnership or the Limited Partners as may be required to give effect to the Partnership Agreement.

The power of attorney granted hereby is irrevocable, is a power coupled with an interest, shall survive the assignment by the transferee of the whole or any part of the interest of the transferee in the Partnership and shall survive the death, bankruptcy or incapacity of the transferee and shall extend to bind the heirs, executors, administrators, personal representatives, successors and assigns of the transferee. The transferee agrees to be bound by any representation or action made or taken by the General Partner pursuant to this power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under this power of attorney.

This document and all documents relating thereto, which by common accord have been or will be drafted in English, shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

Terms not defined herein shall have the same meanings in this transfer form as in the Partnership Agreement.

DATED at _____, Province of _____, this ____ day of _____, 20____.

(Witness to Signature)

(Signature of Transferee)

(Name of Witness – Please Print)

(Name of Transferee – Please Print)

(Residence Address)

(City, Province, Postal Code)

Res: _____ Bus: _____
(Telephone)

(Social Insurance or Taxation Account Number(s) of Transferee)

ACCEPTANCE

The transfer of the Units as reflected herein is approved by Longbow Investment Management #____ Inc. on behalf of Longbow Capital Limited Partnership #____ as of the ____ day of _____, 20____.

Longbow Investment Management #____ Inc.

Per: _____

ACCREDITED INVESTOR REPRESENTATION LETTER

TO: Longbow Capital Limited Partnership #____ (the "**Partnership**") and Longbow Investment Management #____ Inc. (the "**General Partner**")

In connection with the acquisition of limited partnership units ("**Units**") in the capital of the Partnership by the undersigned or, if applicable, the principal on whose behalf the undersigned is purchasing as agent (the "**Subscriber**"), the Subscriber hereby represents, warrants, covenants and certifies to the Partnership and the General Partner that:

1. The Subscriber is resident in a Province of Canada or is otherwise subject to applicable securities laws of a Province of Canada;
2. The Subscriber is an "accredited investor" within the meaning of National Instrument 45-106 - *Prospectus Exemptions* ("**NI 45-106**") or Section 73.3 of the *Securities Act* (Ontario) by virtue of satisfying the indicated criterion as set out in **Appendix A** to this Accredited Investor Representation Letter;
3. The Subscriber fully understands the meaning of the terms and conditions of the category of "accredited investor" applicable to it, has had an opportunity to discuss the meaning of the category of "accredited investor" applicable to it with a dealer or advisor duly registered under applicable securities laws, and confirms that it has reviewed and understands the definitions in **Appendix A** to this Accredited Investor Representation Letter in respect of the category of "accredited investor" applicable to it and, in particular, if the Subscriber is an "accredited investor" by virtue of satisfying paragraph (j), (j.1), (k) or (l) of **Appendix A** to this Accredited Investor Representation Letter, it has reviewed and understands the definitions of "financial assets", "related liabilities" and "net assets", as applicable, contained in **Appendix A** hereto;
4. The Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106 or Section 73.3 of the *Securities Act* (Ontario) (paragraph (m) of **Appendix A** hereto); and
5. If the Subscriber is an "accredited investor" by virtue of satisfying paragraph (j), (k) or (l) on **Appendix A** to this Accredited Investor Representation Letter, it acknowledges that it needs to complete **Exhibit 1** to this Accredited Investor Representation Letter and upon execution of **Exhibit 1** by the Subscriber, **Exhibit 1** shall be incorporated into and form a part of this Accredited Investor Representation Letter and the Partnership and the General Partner and its counsel shall be entitled to rely thereon.

Dated: _____.

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from Subscriber)

Title

IMPORTANT: PLEASE INITIAL THE APPLICABLE PROVISION IN APPENDIX "A" ON THE NEXT PAGES

APPENDIX "A"

NOTE: THE INVESTOR MUST INITIAL BESIDE THE APPLICABLE PORTION OF THE DEFINITION BELOW.

In connection with the acquisition of limited partnership units ("**Units**") in the capital of the Partnership by the Subscriber, the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Partnership and the General Partner that the Subscriber is an "accredited investor" within the meaning of National Instrument 45-106 – *Prospectus Exemptions* or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

- _____ (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank;
- (ii) in Ontario, a financial institution described in section 73.1(1) of the *Securities Act* (Ontario) as described below;
- _____ (b) (i) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- (ii) in Ontario, the Business Development Bank of Canada;
- _____ (c) (i) 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;
- (ii) in Ontario, 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) (i) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- (ii) in Ontario, a person or company registered under the securities legislation of a province or territory in Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- _____ (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) (i) 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;
- (ii) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or the government of a province or territory of Canada;

- _____ (g) (i) 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;
- (ii) 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) (i) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (ii) in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- _____ (i) (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;
- (ii) in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory 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;

*[Note: Financial assets include cash and securities, but do not include a personal residence – see the definition of "financial assets" below. Financial assets are generally liquid or relatively easy to liquidate. You must subtract any liabilities related to your financial assets to calculate your net financial assets—see the definition of "related liabilities" below. In the case where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets: (i) physical or constructive possession of evidence of ownership of the financial asset; (ii) entitlement to receipt of any income generated by the financial asset; (iii) risk of loss of the value of the financial asset; and (iv) the ability to dispose of the financial asset or otherwise deal with it as you see fit. For example, securities held in a self-directed RRSP, for your sole benefit, are beneficially owned by you. In general, financial assets in a spousal RRSP would also be included for the purposes of the financial assets test in this paragraph (j); however, financial assets held in a group RRSP under which you do not have the ability to acquire the financial assets and deal with them directly are not considered to be beneficially owned by you. If you meet the higher financial asset threshold set out in paragraph (j.1) as an individual exclusive of your spouse, then initial paragraph (j.1) instead of this paragraph (j). If relying on this paragraph (j), you must deliver a completed **Exhibit 1.**]*

Please provide the following information to the best of your knowledge based on the most recent information available to you:

Aggregate realizable value of financial assets before taxes \$ - _____

Related liabilities \$ - _____]

- _____ (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;

*[Note: See the definition of "financial assets" below and the guidance in paragraph (j) above. The financial assets of your spouse (including financial assets in a spousal RRSP) cannot be included in the calculation of net financial assets under this paragraph (j.1). If relying on this paragraph (j.1), you are not required to complete **Exhibit 1.**]*

Please provide the following information to the best of your knowledge based on the most recent information available to you:

Aggregate realizable value of financial assets before taxes \$ - _____

Related liabilities \$ - _____

- _____ (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;

*[Note: If relying on this paragraph (k), you must deliver a completed **Exhibit 1.**]*

Please provide the following information to the best of your knowledge based on the most recent information available to you:

Net income before taxes	Last year	Range - > \$100,000 <input type="checkbox"/>	State Amount: \$ _____
		Range - \$100,000-200,000 <input type="checkbox"/>	
		Range - \$201,000-300,000 <input type="checkbox"/>	
		Range - \$301,000-400,000 <input type="checkbox"/>	
		Range - Greater than \$401,000 <input type="checkbox"/>	

Year prior to last year	Range - > \$100,000 <input type="checkbox"/>	State Amount: \$ _____
	Range - \$100,000-200,000 <input type="checkbox"/>	
	Range - \$201,000-300,000 <input type="checkbox"/>	
	Range - \$301,000-400,000 <input type="checkbox"/>	
	Range - Greater than \$401,000 <input type="checkbox"/>	

<u>If applicable</u> , net income before taxes of your spouse	Last year	Range - > \$100,000 <input type="checkbox"/>	State Amount: \$ _____
		Range - \$100,000-300,000 <input type="checkbox"/>	
		Range - \$301,000-400,000 <input type="checkbox"/>	
		Range - \$401,000-500,000 <input type="checkbox"/>	
		Range - Greater than \$501,000 + <input type="checkbox"/>	

Year prior to last year	Range - > \$100,000 <input type="checkbox"/>	State Amount: \$ _____
	Range - \$100,000-300,000 <input type="checkbox"/>	
	Range - \$301,000-400,000 <input type="checkbox"/>	
	Range - \$401,000-500,000 <input type="checkbox"/>	
	Range - Greater than \$501,000 + <input type="checkbox"/>	

- _____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;

[Note: To calculate net assets, take the value of your total assets (which may include a personal residence) and subtract your total liabilities (which may include a mortgage). The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be

- _____ (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;

[Note: If you initialed (t), then indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the owners of interests (attach additional pages if more than three):

Name	Category of Accredited Investor
_____	_____
_____	_____
_____	_____

- _____ (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.

[Note: If you initialed (w), then indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the following (attach additional pages if more than three trustees):

Name	Category of Accredited Investor
Individual who established trust: _____	_____
Trustee _____	_____
Trustee _____	_____
Trustee _____	_____

For the purposes hereof:

- (a) "**affiliate**" means an issuer connected with another issuer because
 - (i) one of them is the subsidiary of the other;
 - (ii) each of them is controlled by the same person; or
 - (iii) for the purposes of Saskatchewan securities law, both are subsidiaries of the same issuer;
- (b) "**bank**" means a bank named in Schedule 1 or II of the *Bank Act* (Canada);

- (c) "**Canadian financial institution**" means
- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (d) "**consultant**" means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that
- (i) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution;
 - (ii) provides the services under a written contract with the issuer or a related entity of the issuer; and
 - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;
- (e) "**control person**" has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds
- (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
 - (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (f) "**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;
- (g) "**eligibility adviser**" means
- (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
 - (ii) in Saskatchewan and Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not

- (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, 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 issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (h) "**executive officer**" means, for an issuer, an individual who is
- (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (i) "**financial assets**" means
- (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (j) "**financial institution**" described in section 73.1(1) of the *Securities Act* (Ontario) means:
- (i) a bank listed in Schedule I, II or III to the *Bank Act* (Canada);
 - (ii) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or
 - (iii) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, a caisse populaire, financial services cooperative or credit union league or federation that is authorized by a status of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
- (k) "**foreign jurisdiction**" means a country other than Canada or a political subdivision of a country other than Canada;
- (l) "**founder**" means, in respect of an issuer, a person who,
- (i) 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
 - (ii) at the time of the trade is actively involved in the business of the issuer;
- (m) "**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;
- (n) "**investment fund**" means a mutual fund or a non-redeemable investment fund, and for greater certainty in British Columbia, includes:

- (i) an employee venture capital corporation that does not have restricted constitution, and is registered under Part 2 of the *Employee Investment Act* (British Columbia) and whose business objective is making multiple investments, and
- (ii) a venture capital corporation registered under Part 1 of the *Small Business Venture Capital Act* (British Columbia) whose business objective is making multiple investments;
- (o) "**jurisdiction**" means a province or territory of Canada except when used in the term foreign jurisdiction;
- (p) "**local jurisdiction**" means the jurisdiction in which the Canadian securities regulatory authority is situate;
- (q) "**net assets**" means a person's total assets minus all of the person's total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of the person's personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the person's personal residence;
- (r) "**non-redeemable investment fund**" means an issuer,
 - (i) whose primary purpose is to invest money provided by its securityholders,
 - (ii) that does not invest,
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund;
- (s) "**permitted assign**" means, for a person that is an employee, executive officer, director or consultant of an issuer or of a related entity of the issuer,
 - (i) a trustee, custodian or administrator acting on behalf of, or for the benefit of the person,
 - (ii) a holding entity of the person,
 - (iii) a RRSP, RRIF, or TFSA of the person,
 - (iv) a spouse of the person,
 - (v) a trustee, custodian, or administrator acting on behalf of, or for the benefit of the spouse of the person,
 - (vi) a holding entity of the spouse of the person, or
 - (vii) a RRSP, RRIF, or TFSA of the spouse of the person;
- (t) "**person**" includes
 - (i) an individual,
 - (ii) a corporation,

- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized groups 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;
- (u) "**Registrant**" means a person registered or required to be registered under applicable securities legislation;
- (v) "**regulator**" means, for the local jurisdiction, the Executive Director as defined under securities legislation of the local jurisdiction;
- (w) "**related entity**" means for an issuer, a person that controls or is controlled by the issuer or that is controlled by the same person that controls the issuer;
- (x) "**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;
- (y) "**RRIF**" means a registered retirement income fund as defined in the *Income Tax Act* (Canada);
- (z) "**RRSP**" means a registered retirement savings plan as defined in the *Income Tax Act* (Canada);
- (aa) "**Schedule III bank**" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (bb) "**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) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);
- (cc) "**subsidiary**" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary; and
- (dd) "**TFSA**" means a tax-free savings account as described in the *Income Tax Act* (Canada);

All monetary references are in Canadian dollars.

EXHIBIT 1

**FORM 45-106F9
FORM FOR INDIVIDUAL ACCREDITED INVESTORS**

*To be completed by individuals investing under categories (j), (k) or (l) of the definition of "accredited investor" in National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario), which are reproduced in Appendix A to **Exhibit 1** as paragraphs (j), (k) or (l), as applicable. Note that individuals investing under category (j.1) of the definition of "accredited investor" in National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario) do not need to complete this form.*

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Limited Partnership Units	Issuer: Longbow Capital Limited Partnership #____ (the " Partnership ")
Purchased from:	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement [Instruction: initial all boxes in Section 2]	
This investment is risky. <i>Initial that you understand that:</i>	Your initials
Risk of loss – You could lose your entire investment of \$_____. [Instruction: Insert the total dollar amount of the investment.]	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment.	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status [Instruction: initial one or more boxes that apply]	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	

<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
4. Your name and signature	
<i>By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.</i>	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
<i>[Instruction: Please provide the contact information of the broker and/or the selling securityholder.]</i>	
<p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	

Form instructions:

1. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.
2. The purchaser must sign this form. Each of the purchaser and the issuer must receive a copy of this form signed by the purchaser. The issuer is required to keep a copy of this form for 8 years after the distribution.