

**APPENDIX "B"**

**SUBSCRIPTION AGREEMENTS**

# TVN NIAGARA INC.

## SUBSCRIPTION AGREEMENT

**TO: TVN NIAGARA INC. (the "Company")**

**WHEREAS** each Investment Unit consists of 250,000 common shares and is available at an aggregate subscription price of \$250,000, representing a price of \$1.00 per common share;

**WHEREAS** the undersigned wishes to subscribe for \_\_\_ Investment Unit(s) consisting of a total of \_\_\_\_\_ common shares in the capital of the Company (the "**Purchased Securities**") subject to the terms and conditions contained in the Business Development Document dated June \_\_\_, 2003, as the same may be amended or modified (the "**BOD**"). All capitalized terms used herein, shall have the same meanings as defined in the BOD unless otherwise defined herein;

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The undersigned hereby subscribes for the Purchased Securities for an aggregate subscription price of \$\_\_\_\_\_ (the "**Subscription Price**"), subject to the terms and conditions of the BOD.
2. The undersigned hereby irrevocably and unconditionally agrees to pay the Subscription Price as follows:
  - (a) ten per cent (10%) of the total Subscription Price by way of certified cheque or bank draft made payable to "*[insert name]*, in trust" together with the Subscription Agreement on or before June 26, 2003 ("**Closing**"), upon receipt of which, and subject to the provisions set out herein, ten per cent (10%) of the Purchased Securities will be issued to the undersigned; and
  - (b) ninety per cent (90%) by way of certified cheque or bank draft made payable to the "*[insert name]*, in trust" on or before 4:00 p.m. on or before the 30th day after the date on which the Company is awarded a license from the Canadian Radio and Television Commission, upon receipt of which, the remaining Purchased Securities will be issued.
3. The subscription for the securities is subject to the acceptance of this subscription by the Company.
4. Upon the undersigned acquiring the securities as above noted, and acceptance of this subscription, the Company will promptly issue to the undersigned certificates evidencing the undersigned's ownership of the securities that are subscribed for in accordance with this Subscription Agreement.

5. The undersigned hereby represents and warrants that he, she or it at the date hereof, and at Closing:

- (a) is acting as principal for his or her own account and not for the benefit of any other “person” as defined in applicable securities legislation;
- (b) if an individual, has the capacity and competence to enter into and be bound by this Subscription Agreement and has the financial ability to withstand any loss which may occur as a result of this investment by reason of the fact that the undersigned has significant net worth and has the knowledge, investment experience, sophistication and investment acumen to assess this investment as a result of which, the undersigned does not require the information and protection that would otherwise be provided under applicable securities laws;
- (c) if a company, partnership, unincorporated association or other equity, is legally competent to execute this document, and to take all actions required pursuant thereto, and further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise has been given and was not created or established solely to acquire securities, or to permit purchases of securities without a prospectus, in reliance on exemptions from the applicable securities legislation;
- (d) shall promptly provide such evidence of status as the Company may reasonably request;
- (e) will execute and deliver within the applicable time periods all documentation as may be required by applicable Canadian securities legislation and regulation to permit the purchase of the securities in accordance with the terms herein set forth;
- (f) shall at closing have received and reviewed the BOD of the Company and appendices thereto and such other information regarding the Company as the undersigned has deemed necessary or desirable in connection with this Subscription;
- (g) qualifies as one of the following and agrees to provide a certificate or statutory declaration in form satisfactory to the Company confirming such qualification:

**[INITIAL ONE OF THE FOLLOWING AS APPLICABLE]**

(i) Accredited Investor

\_\_\_\_\_ an individual who beneficially owns, or who together with a spouse beneficially own, financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000;

- \_\_\_\_\_ an individual whose net income before taxes exceeded \$200,000 in each of the two most recent years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of those years and who, in either case, has a reasonable expectation of exceeding the same net income level in the current year;
- \_\_\_\_\_ a promoter of the Company or an affiliated entity of a promoter of the Company;
- \_\_\_\_\_ a spouse, parent, grandparent, brother, sister or child of an officer, director or promoter of the Company;
- \_\_\_\_\_ a company, limited partnership, limited liability partnership, limited liability company, trust or estate, other than a mutual fund or non-redeemable investment fund, that had net assets of at least \$5,000,000 as reflected in its most recently prepared financial statements; or
- \_\_\_\_\_ a person or company in respect of which all of the owners of interests, direct or indirect, legal or beneficial, are persons or companies that are accredited investors, as described above.

(ii) Closely-held Issuer

- \_\_\_\_\_ a director, officer or employee of the Company or an affiliated entity of the Company, who beneficially is acquiring only securities of the Company that are issued as compensation by, or under an incentive plan of, the Company or an affiliated entity of the Company; or
- \_\_\_\_\_ a consultant of the Company, namely, an individual or company, other than an employee or an executive of the Company, that is engaged to provide on a bona fide basis consulting, technical, management or other services to the Company or to an affiliated entity and spends or spent a significant amount of time and attention on the affairs and business of the Company or an affiliated entity of the Company, who beneficially is acquiring only securities of the Company that were issued as compensation by, or under an incentive plan of, the issuer or an affiliated entity of the Company;

(iii) Trade to an Employee, Consultant, Executive or Administrator

- \_\_\_\_\_ an officer, director or administrator of the Company and have participated voluntarily in the trade; or
- \_\_\_\_\_ an employee, consultant or employee administrator of the Company and have participated voluntarily in the trade;

- (h) understands, based on the BOD and other information provided to the undersigned, that this investment is highly speculative and is accompanied by

significant risk factors and that the resale of the securities must be made in compliance with the requirements of applicable securities legislation;

- (i) has no knowledge that the sale of the securities was effected by means of advertisement in printed media of general and regular paid circulation, radio or television;
  - (j) has no knowledge that any person has made to the undersigned any written or oral representations:
    - (i) that any person will resell or repurchase the securities;
    - (ii) that the securities will be listed and posted for trading on a stock exchange or that application has been made to list and post the securities for trading on a stock exchange;
    - (iii) that any person will refund the purchase price of the securities;
    - (iv) as to the future price or value of the securities;
  - (k) acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they may be relied upon by the Company in determining the undersigned's eligibility hereunder to purchase the securities under relevant securities legislation. The undersigned further agrees that by accepting the securities on the Closing, the undersigned will be representing and warranting that the foregoing representations and warranties are true as at Closing and that they shall survive the purchase by the undersigned of the securities and shall continue in full force and effect notwithstanding any subsequent disposition by the undersigned of the securities; and
  - (l) the offer made by this subscription is irrevocable (subject to paragraph 3 above) and requires acceptance by the Company.
6. The Company represents and warrants that, as of the date below and at the Closing:
- (a) the Company is a valid and subsisting company duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated;
  - (b) the issuance and sale of the securities by the Company does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constituting documents or any agreement or instrument to which the Company is a party;
  - (c) this subscription has been duly authorized by all necessary corporate action on the part of the Company and upon acceptance by the Company is legally binding upon it and will be enforceable in accordance with its terms.
7. The warranties contained in paragraphs 5 and 6 will survive the Closing.

8. The parties to this subscription will execute and deliver all documents, transfers, deeds, assurances and procedures necessary, in the opinion of counsel for the Company, for the purpose of giving effect to or perfecting the transactions contemplated herein.

9. This subscription enures to the benefit of and is binding upon the parties hereto and their legal personal representatives, successors and assigns.

10. The Company will give all notices to or other written communications to the undersigned concerning this subscription by hand or by regular mail addressed to the undersigned at the address given below, unless another address in writing is provided to the Company by the undersigned.

11. This subscription will be governed by and construed in accordance with the laws of Ontario and the parties hereto, in the event of any dispute arising from this Subscription Agreement agree to attorn to the courts of the Province of Ontario.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

SIGNED, SEALED AND DELIVERED  
at the City of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Witness to the signature of:

) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_, 2003  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_

Subscriber  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness to the signature of:

) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
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) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_

(Corporation)  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*I have authority to bind the Corporation.*

\_\_\_\_\_  
Witness to the signature of:

) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_

(Corporation)  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
*I have authority to bind the Corporation.*

This Subscription is hereby accepted as to \_\_\_\_\_ Investment Unit(s) by the Company on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**TVN NIAGARA INC.**

Per:

\_\_\_\_\_  
[Authorized Signing Officer]

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**TVN NIAGARA INC.**  
SUBSCRIPTION AGREEMENT

**TO: TVN NIAGARA INC. (the “Company”)**

**WHEREAS** each Investment Unit consists of 250,000 common shares and is available at an aggregate subscription price of \$250,000, representing a price of \$1.00 per common share;

**WHEREAS** the undersigned wishes to subscribe for 0.40 Investment Unit(s) consisting of a total of 100,000 common shares in the capital of the Company (the “**Purchased Securities**”) subject to the terms and conditions contained in the Business Development Document dated June \_\_, 2003, as the same may be amended or modified (the “**BOD**”). All capitalized terms used herein, shall have the same meanings as defined in the BOD unless otherwise defined herein;

**WHEREAS** the subscription price for the Purchased Shares (the “**Subscription Price**”) is being satisfied by the performance of certain services that have been and will be provided by the undersigned to the Company;

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The undersigned hereby subscribes for the Purchased Securities for the Subscription Price subject to the terms and conditions of the BOD.
2. Subject to the provisions set out herein, the Purchased Securities will be issued as follows:
  - (a) upon receipt of this executed subscription, ten per cent (10%) of the Purchased Securities will be issued to the undersigned; and
  - (b) on or about the 30th day after the date on which the Company is awarded a license from the Canadian Radio and Television Commission, the remaining Purchased Securities will be issued.
3. In the event that the undersigned notifies the Company in writing that the undersigned shall cease to provide services to the Company, which the undersigned may choose to do at its sole discretion and without any liability whatsoever at any time subsequent to the date hereof and prior to the award of the license, then the Company shall be released from its obligation to issue and deliver the remaining Purchased Securities referred to in paragraph 2(b) above.
4. The subscription for the securities is subject to the acceptance of this subscription by the Company.
5. Upon the undersigned acquiring the securities as above noted, and acceptance of this subscription, the Company will promptly issue to the undersigned certificates evidencing



the undersigned's ownership of the securities that are subscribed for in accordance with this Subscription Agreement.

6. The undersigned hereby represents and warrants that he, she or it at the date hereof, and at Closing:

- (a) is acting as principal for his or her own account and not for the benefit of any other "person" as defined in applicable securities legislation;
- (b) if an individual, has the capacity and competence to enter into and be bound by this Subscription Agreement and has the financial ability to withstand any loss which may occur as a result of this investment by reason of the fact that the undersigned has significant net worth and has the knowledge, investment experience, sophistication and investment acumen to assess this investment as a result of which, the undersigned does not require the information and protection that would otherwise be provided under applicable securities laws;
- (c) if a company, partnership, unincorporated association or other entity, is legally competent to execute this document, and to take all actions required pursuant thereto, and further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise has been given and was not created or established solely to acquire securities, or to permit purchases of securities without a prospectus, in reliance on exemptions from the applicable securities legislation;
- (d) shall promptly provide such evidence of status as the Company may reasonably request;
- (e) will execute and deliver within the applicable time periods all documentation as may be required by applicable Canadian securities legislation and regulation to permit the purchase of the securities in accordance with the terms herein set forth;
- (f) shall at closing have received and reviewed the BOD of the Company and appendices thereto and such other information regarding the Company as the undersigned has deemed necessary or desirable in connection with this Subscription;
- (g) qualifies as one of the following and agrees to provide a certificate or statutory declaration in form satisfactory to the Company confirming such qualification:

Trade to an Employee, Consultant, Executive or Administrator

<input type="checkbox"/>	an officer, director or administrator of the Company and have participated voluntarily in the trade; or
<input checked="" type="checkbox"/>	an employee, consultant or employee administrator of the Company and have participated voluntarily in the trade;

- (h) understands, based on the BOD and other information provided to the undersigned, that this investment is highly speculative and is accompanied by significant risk factors and that the resale of the securities must be made in compliance with the requirements of applicable securities legislation;
- (i) has no knowledge that the sale of the securities was effected by means of advertisement in printed media of general and regular paid circulation, radio or television;
- (j) has no knowledge that any person has made to the undersigned any written or oral representations:
- (i) that any person will resell or repurchase the securities;
  - (ii) that the securities will be listed and posted for trading on a stock exchange or that application has been made to list and post the securities for trading on a stock exchange;
  - (iii) that any person will refund the purchase price of the securities;
  - (iv) as to the future price or value of the securities;
- (k) acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they may be relied upon by the Company in determining the undersigned's eligibility hereunder to purchase the securities under relevant securities legislation. The undersigned further agrees that by accepting the securities on the Closing, the undersigned will be representing and warranting that the foregoing representations and warranties are true as at Closing and that they shall survive the purchase by the undersigned of the securities and shall continue in full force and effect notwithstanding any subsequent disposition by the undersigned of the securities; and
- (l) the offer made by this subscription is irrevocable (subject to paragraph 3 above) and requires acceptance by the Company.
7. The Company represents and warrants that, as of the date below and at the Closing:
- (a) the Company is a valid and subsisting company duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated;

- (b) the issuance and sale of the securities by the Company does not and will not conflict with and does not and will not result in a breach of any of the terms, conditions or provisions of its constating documents or any agreement or instrument to which the Company is a party;
  - (c) this subscription has been duly authorized by all necessary corporate action on the part of the Company and upon acceptance by the Company is legally binding upon it and will be enforceable in accordance with its terms.
8. The warranties contained in paragraphs 5 and 6 will survive the Closing.
  9. The parties to this subscription will execute and deliver all documents, transfers, deeds, assurances and procedures necessary, in the opinion of counsel for the Company, for the purpose of giving effect to or perfecting the transactions contemplated herein.
  10. This subscription enures to the benefit of and is binding upon the parties hereto and their legal personal representatives, successors and assigns.
  11. The Company will give all notices to or other written communications to the undersigned concerning this subscription by hand or by regular mail addressed to the undersigned at the address given below, unless another address in writing is provided to the Company by the undersigned.
  12. This subscription will be governed by and construed in accordance with the laws of Ontario and the parties hereto, in the event of any dispute arising from this Subscription Agreement agree to attorn to the courts of the Province of Ontario.

DATED at Ohswakeku, this 28<sup>th</sup> day of January, 2007.

**SIX NATIONS OF THE GRAND RIVER**

Per:

  
Name: Chief Roberta Jamieson

Title: Chief

*I have authority to bind the Six Nations of the Grand River.*

This Subscription is hereby accepted as to 0.40 Investment Unit(s) by the Company on this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

TVN NIAGARA INC.

Per:

\_\_\_\_\_  
[Authorized Signing Officer]