



FNA Fertilizer USA ULC

**Seed Capital Shares
Subscription Package**

Introduction

The FNA Fertilizer USA ULC (the "ULC") Seed Capital Shares Subscription Form and supporting documentation can be a bit complicated, loaded with legal terms and so on. You should always rely on your own lawyer or investment specialist, and this introductory note cannot and is not meant to substitute for such professional advice. If you have questions about the legalities and such, please do consult your own professionals. We are happy and excited to discuss directly with you any questions you may have about ProjectN.

Instructions

If, after you have carefully reviewed the materials provided to you by the ULC, as supplemented from time to time, and the Shareholders Agreement of the ULC, you have decided to purchase Seed Capital Shares in the ULC, please observe the instructions below. All subscription documents must be completed correctly and executed or they will not be accepted.

If you have any questions concerning this subscription form or would like assistance in completing them, please contact: **1.844.289.2472** or go to projectn.com.

Prospective investors should complete the following steps in order to subscribe for Seed Capital Shares:

- (1) Provide an originally executed subscription form to the address set forth below;
- (2) Provide a signed Accredited Investor Status Certification Letter;
- (3) Complete the enclosed Expression of Interest (EOI) form; and
- (4) Mail a check for the total number of shares you wish to purchase (e.g. \$1,000 for 1, \$4,000 for 4, \$7,000 for 7 etc.). Make check payable to FNA Fertilizer USA ULC;

Mail with included self addressed envelope to:

FNA Fertilizer USA ULC
375 East Horsetooth Rd.
Building 5, Suite 202
Fort Collins, CO 80525



FNA Fertilizer USA ULC
 375 East Horsetooth Rd. Building 5, Suite 202
 Fort Collins, CO 80525 Toll Free **1.844.289.2472.**

FNA Fertilizer USA ULC - Seed Capital Shares Subscription Form

Seed Capital Shares:

Name of Purchaser of Seed Capital Shares
 (Individual, corporate entity, trust, etc.):

Number of Seed Capital Shares you wish to purchase: Total purchase price of Seed Capital Shares you wish to purchase (\$1,000 per Seed Capital Share):

Farm Name:

Phone Number:

Address

Fax Number:

City:

State:

Zip Code:

Email Address:

I am:

- a natural person whose individual net worth or joint net worth with my spouse as of the date hereof is in excess of \$1,000,000 (excluding the value of my primary residence);
- a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and have a reasonable expectation of reaching the same income level during the current year;
- a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interests, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the United States Securities Act of 1933, as amended;
- an entity in which each of the equity owners are accredited investors as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (e.g., each owner qualifies under one of the categories set forth above).

By signing below, you agree that you have read this subscription form and you agree to all the terms in this subscription form.

 Your signature or the signature of the representative of your corporate entity, trust, etc.

Name:
Title:

Unless this subscription is completed in full and accurately, your subscription may not be accepted.

Your Purchase of Seed Capital Shares

You subscribe for and agree to purchase the seed capital shares (“*Seed Capital Shares*”) of FNA Fertilizer USA ULC (the “*ULC*”, “*we*” or “*us*”) indicated on the cover page of this subscription form at a price of \$1,000 per Seed Capital Share, and you agree to deliver a check, wire or credit card payable to “FNA Fertilizer USA ULC” in the amount of \$1,000 for each Seed Capital Share you have agreed to purchase. Only when we have received this subscription form fully completed and your money, will we accept your subscription and the Seed Capital Shares will be issued to you and you will become a shareholder of the ULC. We reserve the right to reject subscriptions in our sole and absolute discretion.

By signing this subscription form, you represent to us that:

1. You are a (i) “resident” of the United States pursuant to the Canada-U.S. Income Tax Convention (the “*Treaty*”), and (ii) a “qualifying person” pursuant to such Treaty.
2. You are not a “financial institution” pursuant to Section 142.2 of the Income Tax Act (Canada).¹
3. You are subscribing for Seed Capital Shares as principal, not with a view to the resale or distribution of all or any of such Seed Capital Shares and not for the benefit of any other person. You understand that: the Seed Capital Shares cannot be offered for sale, sold or otherwise transferred; you have no right to require Seed Capital shares to be registered under United States federal securities laws or the securities laws of any state; there will be no public market for the Seed Capital Shares; and it may not be possible for you to liquidate your investment and accordingly, you may have to hold the Seed Capital Shares, and bear the economic risk of this investment indefinitely
4. If you are an individual, you have attained the age of majority, have the legal capacity and competence to execute this subscription form and to take all actions required pursuant hereto.
5. If you are not an individual, but are a corporation, partnership or other entity, (a) you are a valid and existing entity, have full power, necessary capacity and absolute authority to execute this subscription form and to observe and perform your covenants and obligations in this subscription form and have taken all necessary action in connection with signing this subscription form; (b) all necessary approvals have been given to authorize you to execute this subscription form; and (c) you agree to deliver to us such evidence of such authority as we may reasonably request.
6. You understand that the offering and sale of Seed Capital Shares is intended to be exempt from registration under the Securities Act of 1933, as amended (the “*Securities Act*”) by virtue of the provisions of Rule 506 of Regulation D promulgated thereunder.
7. You are an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act.
8. You understand that neither the United States Securities and Exchange Commission (“*SEC*”) nor any other United States or state agency has recommended, approved or endorsed the purchase of Seed Capital Shares as an investment or passed on the accuracy or adequacy of the information provided to you regarding the Seed Capital Shares.
9. You acknowledge that you have had an opportunity to ask questions of, and receive responses from representatives of the ULC regarding the terms and conditions of the issuance of the Seed Capital Shares.
10. You have reviewed and fully understand the materials found at our website at ProjectN.com and your decision to execute this subscription form and to purchase Seed Capital Shares has not been based on any verbal or written representation as to fact or otherwise, other than as set out in the ProjectN Information.

¹ A “financial institution” for this purpose is a bank, a licenced trust company, a credit union, an insurance corporation, a corporation the principal business of which is lending money to arm’s length persons or purchasing debt obligations issued by such persons, an investment dealer, a corporation controlled by one or more financial institutions, or a partnership or trust more than 50% of the fair market value of the interest in which are held by one or more financial institutions.

By signing this subscription form, you agree with us that:

1. You understand that you may be required to provide additional information based on the responses provided herein, and you must execute and deliver such documentation required in connection with, and otherwise satisfy the terms and conditions of, this subscription agreement prior to the issuance of the Seed Capital Shares.
2. You will notify the ULC in writing immediately if any of the statements above ceases to be true.
3. You are responsible for obtaining such legal, investment, accounting and tax advice as you consider appropriate in connection with the execution, delivery and performance by you of this subscription form and your purchase of Seed Capital Shares and you are solely responsible for reviewing the ProjectN Information on our web site at ProjectN.com.
4. You have no right to demand any payment or distribution from us and we have no obligation to buy the Seed Capital Shares back from you.
5. No one has made any written or oral statements to you that (a) any person will resell or repurchase your Seed Capital Shares; (b) any person will refund the purchase price of the Seed Capital Shares; (c) as to the future price or value of the Seed Capital Shares; (d) that the Seed Capital Shares will ever be publicly traded; or (e) that you will receive any compensation or benefits whether from ULC or any other entity if the development of the nitrogen fertilizer plant does not proceed.
6. The transfer of the Seed Capital Shares is subject to limitations in the governing documents of the ULC and applicable securities laws and you will comply with such limitations if you wish to transfer your Seed Capital Shares.
7. You are aware that there are securities and tax laws applicable to the purchase, holding and sale of the Seed Capital Shares, you have been given the opportunity to seek advice from your professional advisors in respect of such laws and you are not relying upon information from us or any of our representatives regarding any securities and tax laws.
8. You consent to the collection, use and disclosure of your personal information by the ULC (i) for the purposes of keeping all required registers, records and other documentation in respect of the ULC, (ii) for the purposes of making all filings in respect to the ULC, (iii) in order to comply with the ULC's governing documents and/or the subscription agreement entered into by you, [(iv) in order to comply with applicable laws and regulations, including but not limited to the *Income Tax Act* (Canada) and applicable securities legislation and (v) as otherwise set out in the privacy policy of the ULC, as amended from time to time, available at www.projectn.com/privacy-policy .
9. You are aware that an investment in Seed Capital Shares is not suitable for an investor seeking an income from such investment, an investment in Seed Capital Shares should be considered as speculative and you must bear the risk of a loss on your investment.
10. Your representations and agreements contained in this subscription form are made with the intent that they be relied upon by us in determining your eligibility to purchase and hold Seed Capital Shares and you agree that such representations and agreements will survive your purchase of Seed Capital Shares.
11. You will provide ULC with a completed Form NR-301 if you are an individual, NR-302 if you are a partnership or an NR-303 if you are an LLC or other hybrid entity.
12. The ULC governing documents and this subscription form supersede the contents of all other ProjectN Information.

THE SUBSCRIBER HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS PROVIDED BY THE ULC AND HAS RELIED ON THE SUBSCRIBER'S OWN ADVISERS WITH RESPECT TO THE ADVISABILITY AND SUITABILITY FOR THE SUBSCRIBER OF AN INVESTMENT IN THE SEED CAPITAL SHARES. THE SUBSCRIBER HAS NOT RELIED ON THE ULC OR ITS REPRESENTATIVES FOR TAX, LEGAL OR FINANCIAL ADVICE, BUT RATHER HAS RELIED ONLY ON THE SUBSCRIBER'S OWN ADVISERS WITH RESPECT TO EVALUATING THE RISKS AND MERITS OF AN INVESTMENT IN THE BENEFICIAL INTERESTS. ANY SPECIFIC ACKNOWLEDGMENT BY THE SUBSCRIBER SET FORTH IN THIS SUBSCRIPTION AGREEMENT SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.