

Offering Memorandum

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any misrepresentation to the contrary is an offence. The information disclosed on this page is a summary only. Purchasers should read the entire Offering Memorandum for full details about the Offering. This is a risky investment. See Item 8 Risk Factors.

Date: March 26, 2008

The Issuer: Strata-Trade Corporation (the "Corporation" or the "Issuer")

10 Discovery Ridge Heath SW

Calgary, AB, T3H 4Y2

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Currently listed or quoted? No. These securities do not trade on any exchange or market.

Reporting Issuer? No.

SEDAR filer? No.

The Offering

Securities Offered	Series A –18% redeemable bonds (referred to herein as the "Series A Bonds") Series B –15% redeemable bonds (referred to herein as the "Series B Bonds") (collectively referred to herein as the "Bonds", the "bonds" or the "securities")
Price Per Security	\$100 per Bond
Minimum Offering	\$150,000 (1,500 Bonds)
Maximum Offering	\$25,000,000 (250,000 Bonds)
Minimum Subscription Per Investor	\$10,000 (100 Bonds)
Payment Terms	Payment in full by certified cheque, trust cheque or bank draft of the subscription price is to be made with the delivery of a duly executed and completed Subscription Agreement. See Item 5.2 Subscription Procedures.
Proposed Closing Date(s)	Closings will take place periodically at the Corporation's discretion with the closing of the Minimum Offering of \$150,000 to occur on or before May 31, 2008.

Tax Consequences: There are important tax consequences to these securities. **See Item 6 Income Tax Consequences and RRSP Eligibility.**

Purchaser's rights: You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. **See Item 11 Purchasers' Rights.**

Resale restrictions: You will not be able to sell these securities except in very limited circumstances. You may never be able to resell these securities. **See Item 10 Resale Restrictions.**

Selling Agents: The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help affect sales of the Bonds. Any commissions payable with respect to the sale of Bonds pursuant to this Offering will be paid by TransCap Corporation, a related party. If agents are retained, they will be paid aggregate fees and commissions of 8% of the gross proceeds realized on the Bonds sold by such agent. Employees, consultants, or Directors of the Corporation may be paid up to 8% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. Selling agents will also be paid commission of two percent (2%) per annum of the aggregate value of Bonds sold by an agent, for a period of two years.

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ITEM 1 - USE OF NET PROCEEDS

1.1 Net Proceeds and Available Funds

The following table discloses the net proceeds of this Offering (the "Offering"):

		Assuming Minimum Offering	Assuming Maximum Offering
A	Amount to be raised from the issuance of this Offering	\$150,000	\$25,000,000
B	Selling commissions ⁽¹⁾	\$0	\$0
C	Estimated Offering costs ⁽²⁾	\$0	\$0
D	Net proceeds: $D = A - (B + C)$	\$150,000	\$25,000,000

⁽¹⁾ Any commissions paid to agents, employees, consultants, or Directors of the Corporation with respect to the sale of Bonds pursuant to this Offering will all be paid directly by TransCap Corporation, a related party ("TransCap"). **See Item 7 Compensation Paid to Sellers and Finders.**

⁽²⁾ All legal, accounting, and administrative costs associated with this Offering will be paid on the Corporation's behalf by TransCap.

1.2 Use of Net Proceeds

The following table provides a detailed breakdown of how the Corporation will use the net proceeds of this Offering by the Corporation over the proceeding 12 months:

Description of intended use of available funds listed in order of priority	Assuming Minimum Offering	Assuming Maximum Offering
The net proceeds of this Offering will be loaned to TransCap Corporation, a related party,* for the purposes described in Item 2.4 The Business of TransCap Corporation.	\$150,000	\$25,000,000
Total	\$150,000	\$25,000,000

* The Officers and Directors of the Corporation are the Officers, Directors and shareholders of TransCap.

1.3 Reallocation

The Corporation intends to use the net proceeds of this Offering as stated. The Corporation will reallocate the net proceeds only for sound business reasons.

1.4 Working Capital Deficiency

The Corporation does not currently have a working capital deficiency.

1.5 Future Cash Calls

An investor in these securities will not be required to make any additional funds available to the Corporation in addition to their subscription amount.

ITEM 2 - BUSINESS OF THE CORPORATION

2.1 Business Structure

The Corporation was incorporated under the Business Corporations Act (Alberta) pursuant to a certificate of incorporation dated March 17, 2008. The Corporation's head and registered office is located at 10 Discovery Ridge Heath SW, Calgary, AB T3H 4Y2. The Corporation is controlled by Eyelogic Systems Inc. ("Eyelogic"), a public corporation listed on the TSX Venture Exchange, and trading under the symbol "Eye.A." Information relative to Eyelogic can be reviewed at www.sedar.com.

2.2 Voting Control – Eyelogic Systems Inc.

Voting control of the Corporation by Eyelogic is to ensure that the Bonds issued pursuant to this Offering are a qualified RRSP investment. **See Item 6 Tax Consequences and RRSP Eligibility.**

Eyelogic's control and interest in the Corporation is to earn administration fees and not to participate in the profits of the Corporation pursuant to its agreement with the Corporation (the "Eyelogic Agreement"). **See Item 2.9.2 Administration Agreement with Eyelogic Systems Inc.** Specifically,

- (a) Eyelogic's shares in the Corporation are non-participating (are not entitled to dividends);
- (b) The Eyelogic Agreement states that Eyelogic cannot acquire any additional shares of the Corporation without the approval of the majority of the minority of shareholders of the Corporation;
- (c) Eyelogic cannot increase the administration fees pursuant to the Eyelogic Agreement without the approval of the majority of the minority shareholders of the Corporation;
- (d) Eyelogic will not sell its shares of the Corporation while the Eyelogic Agreement is in force and will, at the termination of the Agreement, return all of its shares to treasury of the Corporation for six hundred dollars; and
- (e) Eyelogic will not benefit from its position as a shareholder except as described in the Eyelogic Agreement and should it receive any benefit in addition to the administration fee, the benefit will be returned to the Corporation for ten dollars.

An investor in these securities should understand that Eyelogic's assets and management are not in any way committed to the activities of the Corporation other than organizing the annual shareholder meeting and voting its shares at shareholders' meetings of the Corporation. Eyelogic does not encourage or discourage an investment in the Corporation.

2.3 Our Business

The Corporation is in a start up phase of development and has not carried on any business prior to this Offering and has no financial or development history. Since incorporation, the Corporation has been engaged in the preparation of this Offering, which has included, among other things, putting in place a management team, Board of Directors and retaining legal counsel.

The Corporation is raising funds for the purpose of loaning the proceeds of this Offering to TransCap (the "Loan"). TransCap intends to use the proceeds of the Loan in the conduct of its business as described in Item 2.4 below.

The Subscription Agreement to be signed by Subscribers will contain a specific consent to the Loan by the Corporation to TransCap and an acknowledgment that the Loan to TransCap is not a breach of any fiduciary or other duty of the Directors and Officers of the Corporation and will not give rise to any obligation by TransCap, its Officers, Directors or shareholders to account to the Corporation or its bondholders for any profit made by TransCap from the use of the Loan proceeds in the conduct of its business.

2.4 Business of TransCap Corporation

TransCap is engaged in the business of providing bridge financing to its commercial borrowers and in bond trading, the buying and selling of investment grade bonds. The principal business of TransCap is bond trading. At times in TransCap's business cycle, it may hold excess funds that have not been committed to bond trading. In these instances, TransCap may alone or in conjunction with other lenders, lend its excess funds its commercial borrowers on a bridge financing basis.

2.4.1 Bond Trading

Bond Description

A bond is a type of interest-bearing or discounted debt security that may be issued by a government or corporation that obligates the issuer to pay the holder an amount (usually at set intervals), and to repay the entire amount of the loan at maturity. It is another way for the issuer to generate money as opposed to issuing equity.

Bond Ratings

Standard & Poor's and Moody's Investors Service assigns credit rating to governments and corporations which help determine the amount of interest paid on bonds issued by such parties. These ratings represent a greater risk of default by a bond issuer as the rating descend alphabetically:

Quality	Moody's	Standard & Poor's
Best Quality	Aaa	AAA
High Quality	Aa	AA
Upper-medium grade	A	A
Medium grade	Baa	BBB
Junk Bonds / Speculative	Ba, B, Caa, Ca	BB, B, CCC, CC

Bond Dealers

While investors can trade marketable bonds among themselves whenever they want, trading is usually done through bond dealers, more specifically, the bond trading desks of major investment dealers. The dealers occupy centre stage in the vast network of telephone and computer links that connect parties in the bond market. Bond dealers usually "make a market" for bonds. Dealers have traders whose responsibility is to know all about a group of bonds and to be prepared to quote a price to buy or sell them. The role of the dealers is to provide "liquidity" for bond investors, thereby allowing investors to buy and sell bonds more easily and with a limited concession on the price. Dealers also buy and sell amongst themselves, either directly or anonymously via bond brokers. The strategy of Bond Trading is to earn profit from the difference between the price the bonds are bought at and the price they are sold at. This is the principal manner in which bond dealers make money. Dealers often have bond traders located in the major financial centers and are able to trade bonds 24 hours a day.

Bond Investors

Major bond investors include financial institutions, pension funds, mutual funds and governments, from around the world. These bond investors, along with the dealers, comprise the "institutional market", where large blocks of bonds are traded. A trade of \$1-million-worth of bonds would be considered a small ticket. There is no size limit, and trades involving \$500 million or \$1 billion at a time can take place. There similarly is no size restriction in the "retail market," which essentially involves individual investors buying and selling bonds with the bond trading desks of investment dealers.

2.4.2 TransCap Corporation – Bond Trading Parameters

TransCap's business involves the purchase of bonds below market value, which are rated by Standards & Poor's and/or Moody's of A+ or better and then reselling these bonds on a forward commitment contract (pre-arranged sale), typically to an institutional investor at a profit.

The significant difference with TransCap's bond trading activity is that it is not subject to the same risk profile as would typically be found in market based bond trading for the following reasons:

1. TransCap, through its market relationships, has secured access to certain institutional and government bonds at a discount, or below market value, from the fixed income desk of major financial institutions.
2. TransCap has also established relationships with institutional buyers such as pension and insurance companies as purchasers who typically purchase bonds from TransCap and hold institutional bonds until maturity. Institutional purchasers often are not able to purchase bonds that are initially issued by a bond issuer, due to certain internal investment restrictions of such purchasers. Often times such purchasers can only purchase bonds after such bonds have been issued within the bond market.
3. TransCap acts as an intermediary for such purchasers, by agreeing to purchase bonds from an issuer on the basis that TransCap will then in turn sell the bonds acquired by it to an institutional purchaser based on a pre-arranged forward commitment contract.
4. TransCap will not purchase bonds until and unless it has first secured a forward commitment contract (pre-arranged sale) from a purchaser with a pre-determined price and at a pre-determined date.
5. TransCap will typically purchase bonds a slight discount from the bond issuer and then sell them to an institutional purchaser at market value. The difference between what TransCap acquires the bond for and what it sells it for is the profit that TransCap makes in such a sale.
6. TransCap also utilizes margin in its trading strategy where possible as trading with margin can substantially enhance the overall profitability. Margin is short term debt supplied by bond trading brokers or financial institutions based on the value of bonds owned by TransCap. TransCap may obtain margin loans of up to 4 times the principal value of bonds owned by it to purchase additional bonds to allow it to increase its profit in the purchase and sale bonds.

2.4.3 Bridge Financing

Should circumstances warrant, TransCap may use excess funds available to it to provide bridge loans to commercial real estate purchasers ("commercial clients" or "commercial borrowers") on a bridge financing basis. The location of the commercial clients is not known at present but may include clients in North America or Western Europe.

A bridge loan is interim financing for an individual or business until permanent or the next stage of financing can be obtained. Money from the new financing is generally used to "take out" (i.e. to pay back) the bridge loan, as well as other capitalization needs.

Most banks do not typically offer real estate bridge loans as such loans do not fit many bank's lending criteria. Bridge loans are typically provided by individuals, investment pools, and businesses like TransCap that make a practice of providing higher-interest loans.

Bridge loans are typically more expensive than conventional financing because of a higher interest rate, potential profit sharing,* and other fees and costs that are amortized over a shorter period.

Bridge loans are often used for commercial real estate purchases to quickly close on a property, retrieve real estate from foreclosure, or take advantage of a short-term opportunity in order to secure long term financing. Bridge loans on a property are typically paid back when the property is sold, refinanced with a traditional lender, the borrower's creditworthiness improves, the property is improved or completed, or there is a specific improvement or change that allows a permanent or subsequent round of mortgage financing to occur.

2.4.4 TransCap Corporation – Bridge Financing Parameters

TransCap on its own or through its contractual arrangement with other entities may provide bridge financing to its commercial borrowers on the following basis:

- Loans-to-value ratios will not exceed 50% based on appraised value.
- Loans will carry interest rates of between 8% and 20% per loan.
- Security for the loans may include mortgages, security interests and personal guarantees.
- Loan terms typically range from 60 to 90 days.

TransCap intends to provide bridge financing through the issuance of short-term loans to commercial borrowers. These loans are not rated by any rating agency and therefore such loans may be below investment grade and can be regarded as having predominantly speculative characteristics.

TransCap may make loans to commercial borrowers that may be considered “middle-market” or start up companies who may have limited financial resources which may be accompanied by deterioration in the value of any collateral.

Additionally, these companies have shorter operating histories, which may render them more vulnerable to competitor’s actions and market conditions.

TransCap will extend bridge financing primarily to private-held commercial borrowers that may have little public information and as a result adequate information to evaluate these companies may not be available perhaps compromising a fully informed investment decision.

2.4.5 Summary

TransCap will solely determine the allocation of funds received pursuant to the Loan in bond trading or bridge financing.

2.5 Development of Business

The Corporation intends to advance the proceeds of this Offering to TransCap pursuant to the Loan.

2.6 Long Term Objectives

The Corporation’s long-term goal is to raise up to \$25,000,000 and lend those proceeds to TransCap, to manage the collection of interest and principal from the Loan and to provide a return to purchasers of securities pursuant to this Offering.

2.7 Short Term Objectives and How the Corporation Intends to Achieve Them

The Corporation’s goal for the next twelve (12) months is to raise up to \$25,000,000, the proceeds of which will be advanced to TransCap pursuant to the Loan.

The following outlines the Corporation’s short term objectives and the methods and costs associated with the achievement of such:

What we must do and how we will do it	Target completion date or, number of months to complete	Our cost to complete
Raise up to \$25,000,000, the proceeds of which will be advanced to TransCap pursuant to the Loan.	12 months	\$0

2.8 Insufficient Proceeds and Cash Reserves

All funds raised pursuant to this Offering will be committed to the Loan. The Corporation does not intend to hold any significant cash reserves. The proceeds of the Offering may not be sufficient to accomplish all of the Corporation's proposed objectives and there is no assurance that the conditions of the Loan will be met to allow them to be advanced.

2.9 Material Agreements

The following are the key terms of all material agreements which the Corporation has entered into or expects to enter into and which can reasonably be regarded as presently being material to the Corporation or a prospective purchaser of these securities being offered pursuant to this Offering.

2.9.1 Loan Agreement with TransCap Corporation

The Corporation intends to enter into a loan agreement with TransCap, some of the anticipated terms of which are summarized below:

- (a) **Loan Amount:** The aggregate of the Loan will be between \$150,000 to a maximum amount of \$25,000,000 and will be contingent upon on the amount of proceeds raised pursuant to this Offering;
- (b) **Interest Rate:** The interest rate for the Loan shall be calculated on the basis of the following formula:
- The aggregate number of Series A Bonds subscribed for as a percentage of the total number of Bonds subscribed for under this Offering multiplied by 18; plus
 - The aggregate number of Series B Bonds subscribed for as a percentage of the total number of Bonds subscribed for under this Offering multiplied by 15;
 - With the resulting sum being the interest rate payable during the term with respect to the principal sum of each Loan.

For example: Series A Bonds $0.5 \times 18 = 9$ + Series B Bonds $0.5 \times 15 = 7.5$

Total 16.5% as the interest rate payable under the Loan.

- (c) **Term:** Each advance by the Corporation to TransCap under the Loan will have an initial three year term, commencing on the date of an advance. The term of any such advance may be extended upon agreement between TransCap and the Corporation.
- (d) **Payments:** Principal amount to be repaid on the maturity dates of the advances. TransCap will make quarterly payments of interest only on March 31, June 30, September 30, and December 31 of each year based on the aggregate proceeds raised by the Corporation from the sale of Series B Bonds pursuant to this Offering and advanced to TransCap pursuant to the Loan. All accrued interest based on the aggregate proceeds raised by the Corporation from the sale of Series A Bonds pursuant to this Offering and advanced to TransCap pursuant to the Loan shall be paid in full on multiple dates throughout the term of the Loan based on the varying maturity dates of the Series A Bonds.
- (e) The Loan may be repaid in full at any time without penalty to TransCap.
- (f) **Security:** The Loan shall be secured by way of a general security agreement against the assets of TransCap together with such other commercially reasonable security as shall be agreed to between the Corporation and TransCap.
- (g) **Additional Terms:** All fees, costs and interest incurred by the Corporation with respect to this Offering and the Loan shall be payable to the Corporation by TransCap and shall form part of the principal of the Loan.

2.9.2 Administration Agreement with Eyelogic Systems Inc.*

The Corporation has entered into an agreement with Eyelogic dated March 26, 2008, the terms of which are summarized below (the "Eyelogic Agreement"):

- (a) The Corporation shall pay Eyelogic an annual administration fee equal to 1/20 of 1% of proceeds in excess of \$500,000 raised from Registered Plans pursuant to this Offering and 1/40 of 1% on any funds raised from Registered Plans in excess of \$5,000,000.
- (b) The term of the Eyelogic Agreement is for a minimum period of 2 years; and
- (c) See Item 2.2 for additional terms of the Eyelogic Agreement.

*As of the date of this Offering, Eyelogic owns 60% of the issued and outstanding shares in the Corporation. **See Item 3.1 Compensation and Securities Held.**

All fees incurred by the Corporation relative to the Eyelogic Agreement shall be paid on the Corporation's behalf by TransCap.

2.9.3 Consulting Agreement with KMC Capital Inc. ("KMC")*

The Corporation has entered into an agreement with KMC dated March 26, 2008, the terms of which are summarized below (the "KMC Agreement"):

- (a) On the Corporation's behalf, KMC has arranged the participation of Eyelogic Systems Inc. as controlling shareholder of the Corporation;
- (b) The Corporation shall pay KMC an annual fee equal to the greater of \$2,500 or 9/20 of 1% of proceeds raised from Registered Plans pursuant to this Offering and 9/40 of 1% on any funds raised from Registered Plans in excess of \$5,000,000.
- (c) The term of the KMC Agreement is for a minimum period of 2 years.
- (d) The KMC Agreement is renewable upon mutual agreement between KMC and the Corporation.

The aggregate amount of fees paid to Eyelogic and KMC pursuant to Items 2.9.2 and 2.9.3 will total the greater of \$2,500 or 1/2 of 1% of proceeds raised from Registered Plans pursuant to this Offering.

*An Officer and Director of Eyelogic is also an Officer, Director and shareholder of KMC.

All fees incurred by the Corporation relative to the KMC Agreement shall be paid on the Corporation's behalf by TransCap.

ITEM 3 - DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

The following table provides the specified information about each Officer, Director and Promoter of the Corporation and each person who directly or indirectly beneficially owns or controls 10% or more of any class of voting securities of the Corporation (a "Principal Holder"). Where the Principal Holder is not an individual, the following table provides the name of any person that directly or indirectly, beneficially owns or controls more than 50% of the voting rights of the principal holder. The Issuer has not completed its first financial year and no compensation has been paid since its inception:

Name and municipality of principal residence	Position held	Compensation paid by the Corporation since inception and the compensation anticipated to be paid in current financial year	Number, type and percentage of Securities held after completion of the Minimum Offering	Number, type and percentage of Securities held after the completion of the Maximum Offering
Eyelogic Systems Inc. Calgary, Alberta	Shareholder	\$7,500 ⁽¹⁾	60,000 Class A Preferred Shares (60%)	60,000 Class A Preferred Shares (60%)
Dale E. St. Jean Calgary, Alberta	President and Director	Nil	20,000 Class A Preferred Shares (20%)	20,000 Class A Preferred Shares (20%)
Greg D. Tindall Okotoks, Alberta	Vice-President and Director	Nil	20,000 Class A Preferred Shares (20%)	20,000 Class A Preferred Shares (20%)

⁽¹⁾ Assumes the maximum amount payable under the Eyelogic Agreement which amount shall be paid by TransCap. **See Item 2.9.2 Agreement with Eyelogic Systems Inc.**

3.2 Management Experience

The names and principal occupations of each of the Officers and Directors of the Corporation over the past five years are as follows:

Name and Position	Principal Occupation and Related Experience
Dale E. St. Jean President and Director	<p>Over the past 20 years Mr. St. Jean has been a business development specialist in corporate training and development, investor relations, and has owned and operated a number of businesses. Mr. St. Jean is a co-founder and President of TransCap Corporation, a Canadian based company engaged in the purchasing of real and personal property, including goods, chattel paper, securities, documents of title, instruments, money and intangibles for resale.</p> <p>Mr. St. Jean is responsible for all business development including product and infrastructure development, recruiting, training, and support of management and agents to coordinate sales and marketing efforts of TransCap Corporation. He is also responsible for managing the overall affairs of the businesses, including such aspects as security issues, legal and accounting matters.</p>
Greg D. Tindall Vice President and Director	<p>Over the past twenty years Mr. Tindall, as a private sector entrepreneur has been active as a market trader for approximately 20 years both on his own behalf and on behalf of corporate and individual clients. In May 2001, Mr. Tindall co-founded and became President of Palladium Management Corp., a Canadian based company engaged in the trading of the financial markets, namely, equities (stock), commodities, and currency markets both in Canada and elsewhere.</p> <p>Mr. Tindall will also be responsible for the overseeing, review and approval of all trading / investment decisions of TransCap Corporation</p>

3.3 Penalties, Sanctions and Bankruptcy

Other than as provided for below, there have been no penalties or sanctions that have been in effect during the last ten (10) years against an Officer, Director or control person of the Corporation or against a company of which any of the foregoing was an Officer, Director or control person.

Mr. Dale E. St. Jean made a voluntary assignment of bankruptcy in August, 1996 in conjunction with the winding-up of a national corporate training and development franchise. This voluntary assignment of bankruptcy was necessary to relieve him of obligations as principal and/or guarantor under royalty and product-sales agreements in place between Mr. St. Jean and the franchisor. Mr. St. Jean was absolutely discharged by order of the court on May 17, 1999.

ITEM 4 - CAPITAL STRUCTURE

4.1 Share Capital

Description of Security	Number authorized to be issued	Number outstanding as at March 26, 2008	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Class A Preferred Shares	Unlimited	100,000	100,000	100,000

Class A and Class B Shares

- (a) The Corporation is authorized to issue an unlimited number of Class A Preferred shares (the "Class A shares") having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

Voting Rights - The holders of the Class A Shares shall be entitled to receive notice of, to attend and to vote at all meetings of the shareholders of the Corporation. Each Class A Share shall confer on the holder thereof the right to one vote in person or by proxy at all meetings of shareholders of the Corporation.

Dividend Entitlement - The holders of Class A Shares are not entitled to participate in the profits of the Corporation and are not entitled to receive any dividends.

Entitlement on Dissolution or Winding-Up - In the event of a reduction of capital or the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among its shareholders for the purpose of winding-up its affairs (a "Winding-Up Event"):

- (i) Prior to the Class A shareholders receiving any consideration in the occurrence of a Winding-Up Event, any bondholders of the Corporation at the time of such Event shall be entitled to receive from the Corporation an amount equal to the face value of their bond together with any accrued interest thereon up to the date of payment (the "Redemption Amount") in priority to any distribution of any of the Corporation's assets or property to the Class A Shareholders. If the Corporation does not have sufficient property or assets to pay the aggregate of the Redemption Amount then each bondholder will be entitled to their pro rata share of the Corporation's property or assets in priority to the Class A shareholders; and
- (ii) The holders of the Class A Shares shall be entitled to receive an amount equal to the aggregate amount paid up capital on the Class A Shares held by them respectively after repayment of the aggregate Redemption Amount and in the event that there is not sufficient property or assets to return the entire amount of paid up capital thereon to all shareholders, the amount available for distribution shall be distributed to the shareholders on a pro rata basis according to the number of Class A Shares owned by each shareholder.

- (b) The Corporation is authorized to issue an unlimited number of Class B Common Shares having attached thereto, as a class, the following rights, privileges, restrictions and conditions:

Voting Rights - The holders of the Class B Shares shall not be entitled to receive notice of, to attend or vote at any meetings of the shareholders of the Corporation.

Dividend Entitlement - The right, subject to any preferential rights attaching to any other class or series of shares of the Corporation, to receive dividends as, when and if declared on the Class B Common shares by the Corporation. No dividend may be declared or paid on the Class B Common shares if payment of the dividend would cause the realizable value of the Corporation's assets to be less than the aggregate of its liabilities and the amount required to redeem any bonds issued by the Corporation then outstanding having attached thereto a right of redemption or retraction.

Entitlement on Dissolution or Winding-Up - The right, subject to any preferential rights attaching to any bonds issued by the Corporation, to share in the remaining property of the Corporation upon dissolution after all the Class A Shareholders have received payment of the aggregate amount of paid up capital held by each Class A shareholder.

4.2 Long Term Debt

As of March 26, 2008, the Corporation does not have any outstanding long term debt. If the Corporation is successful in raising funds pursuant to this Offering, it will have the following **unsecured debt obligations** pursuant to the issue of Bonds by the Corporation:

Description of Security	Number authorized to be issued	Number outstanding as at March 26, 2008	Number outstanding assuming completion of Minimum Offering	Number outstanding assuming completion of Maximum Offering
Series A 18% redeemable Bonds ⁽¹⁾	250,000	Nil	1,500 ⁽¹⁾	250,000 ⁽¹⁾
Series B 15% redeemable Bonds ⁽¹⁾			Representing a debt obligation of \$150,000 to subscribers under this Offering plus 15-18% interest per annum thereon	Representing a debt obligation of \$25,000,000 to subscribers under this Offering plus 15-18% interest per annum thereon

⁽¹⁾ See Item 5.1 Securities Offered for a description of the terms of the Bonds.

4.3 Prior Sales

As of March 26, 2008, there are 100,000 Class A Preferred Shares of the Corporation issued and outstanding shares of the Corporation:

Date of issuance	Type of Security issued	Number of Securities issued	Price per Security	Total funds received
March 17, 2008	Class A Preferred Shares	40,000	\$0.01 per 1 Class A Preferred Share	\$400
March 18, 2008	Class A Preferred Shares	60,000	\$0.01 per 1 Class A Preferred Share	\$600

ITEM 5 - SECURITIES OFFERED

5.1 Terms of Securities

Securities: The securities being offered pursuant to this Offering are redeemable bonds. The price of each Bond is \$100. The minimum number of Bonds that may be purchased by a subscriber is one hundred (100) Bonds requiring a minimum investment of \$10,000. There is no maximum number of Bonds allocated to any Purchaser.

Interest: Each Bond will entitle the holder thereof to the following rate of interest from the date of issue:

- Series A Bonds: 18% interest per annum;
- Series B Bonds: 15% interest per annum

Interest on the Series A Bonds will be paid in a lump sum payment on the Maturity Date unless a bondholders Bonds are redeemed prior to the Maturity Date as provided for below or the term of a bondholders Bonds is extended as provided for below. In the event that the term of a bondholders Bonds is extended to a period of longer than 3 years from the date of issue, the Corporation shall pay accrued interest under those Bonds on the 3rd year anniversary of the issue of those Bonds.

Interest shall be payable quarterly on the Series B Bonds on March 31, June 30, September 30, and December 31 of each year during the term of the Bonds.

Corporation's Right of Early Redemption

At any time during the term of the Bonds or any extension thereof, the Corporation may redeem a bondholder's bonds, in whole or in part, by payment of the principal sum of the Bonds plus any unpaid and outstanding accrued interest to the date of such redemption by giving the bondholder 60 days prior written notice of its intention to redeem

Maturity and Redemption: Subject to the Corporation's right of early redemption, a bondholders Bonds shall mature and be redeemed on the third anniversary date of the issuance of its Bonds (the "Maturity Date") on the condition that the Corporation receives written notice from a bondholder no less than 90 days prior to the Maturity Date requesting redemption of its Bonds (a "Redemption Notice") on the Maturity Date. In the event that a Redemption Notice is received as aforesaid, the Corporation shall redeem a bondholder's Bonds through the payment of the principal sum of the Bonds together with all accrued and unpaid interest thereon on the Maturity Date.

In the event that the Corporation does not receive a Redemption Notice from a bondholder as aforesaid, the term of that bondholder's Bonds will be extended on a "demand basis", on the same terms and conditions with respect to interest and the Corporation's right to early redemption and shall be redeemed by the Corporation no later than 90 days after the Corporation has received a Redemption Notice from a bondholder.

Bondholder's Request for Early Redemption: If a bondholder makes of a request of the Corporation for the redemption of all or a portion of its Bonds prior to the Maturity Date, the Corporation may, in its sole discretion, choose to redeem a bondholders Bonds (in part or in full), in consideration for the payment of an early redemption fee to be paid on the following basis:

- A redemption fee equal to 5% of the face value of the requested redemption amount with respect to redemptions prior to the first anniversary date of the issuance of a bondholder's Bonds.
- A redemption fee equal to 4% of the face value of the requested redemption amount with respect to redemptions prior to the between first and second anniversary date of the issuance of a bondholder's Bonds.
- A redemption fee equal to 3% of the face value of the requested redemption amount with respect to redemptions prior to the between the second anniversary date of the issuance of a bondholder's Bonds and the Maturity Date.

Obligations Unsecured: The Corporation's debt obligations represented by the Bonds are unsecured obligations and will rank *pari passu* amongst themselves and with all other unsecured and unsubordinated obligations of the Corporation except for such preferences as provided for under applicable law.

Funding of Redemption: Management of the Corporation shall have sole discretion in how the Corporation will fund or finance the redemption of the Bonds. Management may decide to use its existing cash on hand if any, raise additional capital or equity in the Corporation, or borrow money to accomplish the redemption of the Bonds or use a combination of the above methods. There is no assurance that any of the above methods of funding the redemption of the Bonds will be successful or if accomplished will raise enough funds to redeem all of the Bonds. It is possible that the Corporation may not have the financial ability to redeem all or any Bonds upon maturity. In that event the provisions contained under the title "Entitlement on Liquidation, Dissolution and Winding Up" may apply. See Item 4.1 Share Capital.

Limited Recourse: Recourse under the Bonds will be limited to the principal sum of the Bonds plus any unpaid and outstanding accrued interest thereon. There is no additional recourse by the bondholder for any deficiency in value of the Bonds in the event of non-payment or default by the Corporation of redemption of the Bonds at maturity.

An investor in these securities should understand that Eyelogic's assets and management are not in any way committed to the activities of the Corporation and Eyelogic does not encourage or discourage participation in this Offering.

5.2 Subscription Procedure

Subscription Documents

Subscribers wishing to subscribe for Bonds will be required to enter into a Subscription Agreement with the Corporation which will contain, among other things, representations, warranties and covenants by the subscriber that it is duly authorized to purchase the Bonds, that it is purchasing the Bonds as principal and for investment and not with a view to resale and as to its corporate or other status to purchase the Bonds and that the Corporation is relying on an exemption from the requirements to provide the subscriber with a prospectus and to sell securities through a person or company registered to sell securities under applicable securities laws, and, as a consequence of acquiring the securities pursuant to this exemption, certain protections, rights and remedies, provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the subscriber.

Reference is made to the Subscription Agreement attached as Schedule A to this Offering Memorandum for the terms of these representations, warranties and covenants.

In order to subscribe for Bonds, a purchaser must complete, execute and deliver the following documentation to the Corporation at 10 Discovery Ridge Heath SW, Calgary, Alberta, T3H 4Y2:

- (a) One (1) completed and signed copy of the Subscription Agreement (including any schedules attached thereto);
- (b) A certified cheque, trust cheque or bank draft in an amount equal to the Aggregate Subscription Amount (as set forth in the Subscription Agreement), payable to "Strata-Trade Corporation" ;
- (c) Completed and executed copies of the appropriate investor qualification form(s). The appropriate form(s) to be completed depend on your place of residence and on the amount of your investment:
 - (i) If you are resident in British Columbia, you must submit one (1) completed and signed copy of the Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B;
 - (ii) If you are resident in Alberta or Saskatchewan, you must submit one (1) completed and signed copy of the Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B; and
 - (iii) If you are resident in Alberta or Saskatchewan and your investment in Bonds is greater than \$10,000, you must submit one (1) completed and signed copy of the Representation Letter attached to the Subscription Agreement as Schedule C.

Subject to applicable securities laws, and the Purchaser's two-day cancellation right, a subscription for Bonds evidenced by a duly completed Subscription Agreement delivered to the Corporation shall be irrevocable by the Subscriber. **See Item 11 Purchasers' Rights.**

Subscriptions for Bonds will be received, subject to rejection and allotment, in whole or in part, and subject to the right of the Corporation to close the subscription books at any time, without notice. If a subscription for Bonds is not accepted, all subscription proceeds will be promptly returned to the Subscriber without interest.

Closings may occur periodically as determined by the Corporation. It is expected that certificates representing the Bonds will be available for delivery within a reasonable period of time after the relevant closing date(s). If the Minimum Offering of \$150,000 is not met prior to the final closing date of May 31, 2008, collected funds will be returned to the respective parties by June 15, 2008 without interest.

The subscription funds will be held in trust until midnight of the second business day subsequent to the date that each Subscription Agreement is signed by a subscriber.

Distribution

The offering is being conducted in the Provinces of British Columbia, Alberta and Saskatchewan pursuant to the exemptions from the prospectus requirements afforded by Section 2.9 of National Instrument 45-106 Prospectus and Registration Exemptions ("NI 45-106").

The exemption pursuant to Section 2.9 of NI 45-106 is available for distributions to investors in British Columbia and Alberta purchasing as principals, who receive this Offering Memorandum prior to signing the Subscription Agreement and who sign a Risk Acknowledgment Form attached to the Subscription Agreement as Schedule B.

In addition, Alberta and Saskatchewan investors relying on the exemption set out in Section 2.9 of NI 45-106 and that purchase Bonds with an acquisition cost of more than \$10,000 must also sign the Representation Letter attached to the Subscription Agreement as Schedule C.

The foregoing exemptions relieve the Corporation from the provisions of the applicable securities laws of each of the Provinces of British Columbia, Alberta and Saskatchewan which otherwise would require the Corporation to file and obtain a receipt for a prospectus. Accordingly, prospective investors for Bonds will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of the Provinces of British Columbia, Alberta and Saskatchewan allow the Corporation to offer the Bonds for sale directly to the investors.

ITEM 6 - INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.

6.1 Summary of Principal Federal Income Tax Consequences

Qualified Investments for RRSP and RRIF

The Income Tax Act [Canada] (the "Tax Act") and regulations thereunder (the "Regulations") provide generally that a bond or similar obligation of a Canadian corporation (as defined in the Tax Act) which is controlled directly or indirectly by one or more corporations whose Shares are listed on a prescribed stock exchange in Canada will constitute a "qualified investment" for an RRSP or RRIF (each a "Registered Plan").

The Corporation is a Canadian corporation. As a result, **THE BONDS WILL CONSTITUTE A QUALIFIED INVESTMENT FOR REGISTERED PLANS provided the shares of Eyelogic are listed on a stock exchange referred to in section 3200 of the Regulations and as long as Eyelogic controls the Corporation.** There is no agreement which restricts the ability of Eyelogic to vote its shares of the Corporation or appoint a majority of the board of Directors of the Corporation. As such, Eyelogic should be considered to control the Corporation.

The income tax information herein was provided by Collins Barrow Calgary LLP, Chartered Accountants, and it is based on the current provisions of the Income Tax Act, the Regulations thereunder and known administrative practices of the Canada Revenue Agency ("CRA").

ITEM 7 - COMPENSATION PAID TO SELLERS AND FINDERS

The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help affect sales of the Bonds. Any commissions payable with respect to the sale of Bonds pursuant to this Offering will be paid by TransCap Corporation, a related party. If agents are retained, they will be paid aggregate fees and commissions of 8% of the gross proceeds realized on the Bonds sold by such agent. Employees, consultants, or Directors of the Corporation may be paid up to 8% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. Selling agents will also be paid commission of two percent (2%) per annum of the aggregate value of Bonds sold by an agent for a period of two years (the "Residual Commissions").

ITEM 8 - RISK FACTORS

Purchase of Bonds pursuant to this Offering should only be made after consulting with independent and qualified sources of investment and tax advice. Investment in the Bonds at this time is highly speculative due to the stage of the Corporation's development. An investment in Bonds is appropriate only for investors who are prepared to invest money for a long period of time and who have the capacity to absorb a loss of some or all of their investment. Investors must rely on management of the Corporation. Any investment in the Corporation at this stage involves a high degree of risk.

In addition to the risks of purchasing Bonds in the Corporation found elsewhere within this Memorandum are the following:

Investment Risk

1. Subscribers under this Offering will not have the benefit of a review of this Offering Memorandum by any regulatory authorities.
2. The Corporation will have a limited amount of working capital, as the majority of the proceeds from this Offering will be advanced to TransCap for purposes described in Item 2.4. Business of TransCap Corporation.
3. The Loan by the Corporation to TransCap will be secured by a general security agreement to be registered against the assets of TransCap. In the event that TransCap defaults in their obligations under the Loan, the Corporation will have to enforce its security registered against TransCap's assets. There may be intervening encumbrances or other interests held by third parties that may stand in priority to the Corporation's security and may prevent the Corporation from realizing on or enforcing some or all of its security against the assets of TransCap. There may be principals at law or at equity that may prevent the Corporation from enforcing some or all of its security against TransCap or their assets. The assets of TransCap may not have a sufficient value to satisfy any outstanding debt obligations to the Corporation.
4. The Bonds offered pursuant to this Offering Memorandum are not insured against loss through the Canadian Deposit Insurance Corporation or any other insurance company or program.
5. The tax consequences associated with an investment in Bonds may be subject to changes in federal and provincial tax laws. There can be no assurance that the tax laws will not be changed in a manner that will fundamentally alter the income tax consequences to investors holding or disposing of Bonds. There is also a risk that CRA may reassess the returns of Subscribers relating to their investments in the Bonds. In the event that Eyelogic ceases to control the Corporation for the purposes of the Tax Act, ceases to be registered on a recognized stock exchange or is deemed not to control the Corporation for the purposes of the Tax Act, there may be adverse tax consequences to subscribers of the Bonds. **See Item 6.1 Income Tax Consequences and RRSP Eligibility.** No advance income tax ruling has been applied for or received with respect to the income tax consequences described in the Offering Memorandum.
6. An investment in Bonds of the Corporation is an illiquid investment. **There is currently no market through which the Bonds may be sold.** The Corporation is not a "reporting issuer" in any jurisdiction, and a prospectus has not qualified the issuance of the Bonds. Accordingly, investors will be unable to sell the Bonds of the Corporation, subject to some limited exceptions. **See Item 10 Resale Restrictions.**

Industry Risk

1. The Corporation's short and long term objective is to raise capital to loan to TransCap to facilitate the purchase of Bonds and to allow TransCap to operate as bridge lender to commercial borrowers. A return on investment for a purchaser of Bonds is dependant upon TransCap's ability to meet its obligations of principal and interest pursuant to the Loan. As a result, there is no assurance or guarantee that the Corporation and, correspondingly, the purchasers of Bonds pursuant to this Offering will earn a return on their investment.
2. TransCap cannot be certain that its business strategy will be successful. The likelihood of the success of TransCap must be considered in light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the establishment of any business. If TransCap fails to address any of these risks or difficulties adequately, their business will likely suffer. Future revenues and profits, if any, will depend upon various factors including general economic conditions. There is no assurance that TransCap can operate profitably or that TransCap can successfully implement its plans in order to meet its obligations of principal and interest under Loan to the Corporation.
3. Decisions regarding the management of TransCap's affairs will be made exclusively by its Officers and Directors. Accordingly, investors must carefully evaluate the personal experience and business performance of the Officers and Directors of TransCap. TransCap may retain independent contractors to provide services to TransCap. These contractors have no fiduciary duty to TransCap.
4. Market conditions in the real estate industry may have a significant impact on the value of the Securities of the Corporation. The market has, from time to time, experienced extreme price fluctuations - particularly in the real estate sector- which have often been unrelated to the operating performance of particular companies.

5. TransCap's primary business is bond trading. The success of TransCap's business is dependant on its ability to earn profit in the trading of bonds. The success of TransCap's activities may be affected by general economic and market conditions, such as interest rates, availability of credit, inflation rates, economic uncertainty, commodity prices, changes in laws, war, natural events and national and international political circumstances. These events may occur globally or in a country, industry or within a specific asset class of investments. These factors may affect the level and volatility of bond prices. Unexpected volatility or illiquidity could impair TransCap's profitability or result in losses.
6. TransCap will compute and distribute its income in Canadian dollars. TransCap may incur costs or losses in connection with conversions between various currencies.
7. TransCap may employ leverage in acquiring bonds. The use of leverage may expose TransCap to additional levels of risk, which may result in losses to TransCap.
8. As the business of TransCap includes advancing funds to real estate borrowers on a bridge financing basis, risks relative to real estate development are inherent in the purchase of the Bonds under this Offering as these risks may adversely affect TransCap's ability to repay the Loan to the Corporation. There are numerous risks associated with real estate development, any one or a combination of which can cause a development to go over budget, off schedule, or collapse altogether. Some of these risks include: failure to obtain all necessary permits, licenses, consents, zoning and other like matters from the responsible municipalities and regional districts; natural and man-made disasters; cost over-runs; scheduling irregularities; faulty workmanship or design; unforeseen contingencies; and lack of market demand for the end product. These factors could result in a material decrease in a borrower's future net revenue and adversely affect a borrower's ability to meet its obligations pursuant to loan facilities provided by TransCap. Such factors may in turn adversely affect TransCap's ability to meet its obligations pursuant to the Loan.

Issuer Risk

1. The Corporation has no operational history and no history of earnings. Accordingly, there is a limited operating history upon which to base an evaluation of the Corporation and its business and prospects. The Corporation is in the early stages of its business and therefore is subject to the risks associated with early stage companies, including start-up losses, uncertainty of revenues, markets and profitability, the need to raise additional funding, the evolving and unpredictable nature of the Corporation's business and the ability to identify, attract and retain qualified personnel. There can be no assurance that the Corporation will be successful in doing what it is required to do to overcome these risks. No assurance can be given that the Corporation's business activities will be successful.
2. The success of the Corporation is dependent upon, among other things, the services of key personnel. The loss of any of these individuals, for any reason, could have a material adverse affect on the prospects of the Corporation. Failure to retain or to attract additional key employees with necessary skills could have a material adverse impact upon the Corporation's growth and profitability. The Corporation does not maintain key man insurance for any of its Directors, Officers or employees. The contributions of these individuals to the immediate future operations of the Corporation is likely to be of central importance and the loss of any one of these individuals could have a material affect on the business of the Corporation.
3. The Officers and Directors of the Corporation will not be devoting all of his time to the affairs of the Corporation, but will be devoting such time as required to effectively manage the Corporation. The Officer and Director of the Corporation are engaged and will continue to be engaged in the search for business prospects on their own behalf and on the behalf of others.

The Directors and Officers of the Corporation are Directors, Officers and shareholders of TransCap. As a result there may be an inherent conflict of interest with respect to the Officers and Directors of the Corporation in the event of a default by TransCap under the Loan.

There are other potential conflicts of interest to which the Officers and Directors of the Corporation may be subject to in connection with the operations of the Corporation. Situations may arise where the Officers and Directors will be in direct competition with the Corporation. Conflicts, if any, will be subject to the procedures and remedies under the *Business Corporations Act* (Alberta).

ITEM 9 - REPORTING OBLIGATIONS

9.1 Reporting to Bondholders

The Corporation is not a reporting issuer in any jurisdiction. It is therefore not required to disclose material changes which occur in its business and affairs, nor is it required to file with any securities regulatory authorities or provide to bondholders audited interim financial statements or audited year end financial statements.

Financial or other information provided to you by the Corporation in the future may not by itself be sufficient for your needs to enable you to prepare your income tax returns or to assess the performance of your investment.

ITEM 10 - RESALE RESTRICTIONS

These securities are subject to a number of resale restrictions under securities legislation, including a restriction on trading. Unless or until the restriction on trading expires, you will not be able to trade the securities unless you are eligible to rely on and comply with an exemption from the prospectus and registration requirements under securities legislation. For information about these resale restrictions you should consult a lawyer.

The Bonds of the Corporation issued pursuant to this Offering will have the following legend inscribed thereon:

Unless permitted under securities legislation, you cannot trade these securities before the date that is four (4) months and a day after the date the Corporation became a reporting issuer in any Province or Territory of Canada.

The Corporation has no intention of becoming a reporting issuer in any Province or Territory of Canada.

ITEM 11 – PURCHASERS' RIGHTS

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

Two-Day Cancellation Right

You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the securities.

Rights of Action in the Event of a Misrepresentation

Applicable securities laws in the Offering Jurisdictions provide you with a remedy to sue to cancel your agreement to buy these securities or for damages if this Offering Memorandum, or any amendment thereto, contains a misrepresentation. Unless otherwise noted, in this section, a "misrepresentation" means an untrue statement or omission of a material fact that is required to be stated or that is necessary in order to make a statement in this Offering Memorandum not misleading in light of the circumstances in which it was made.

These remedies are available to you whether or not you relied on the misrepresentation. However, there are various defences available to the Persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. In addition, these remedies, or notice with respect thereto, must be exercised or delivered, as the case may be, by you within the strict time limit prescribed in the applicable securities laws.

The applicable contractual and statutory rights are summarized below and will be embodied in the Subscription Agreement to be executed and delivered by you to the Corporation prior to the issuance of the Bonds. By its execution of the Subscription Agreement, the Corporation will be deemed to have granted these rights to you. Subscribers should refer to the applicable securities laws of their respective Offering Jurisdiction for the particulars of these rights or consult with professional advisors.

Rights for Subscribers in the Provinces of Alberta and British Columbia

A Subscriber of Bonds pursuant to this Offering Memorandum who is a resident in Alberta and British Columbia has, in addition to any other rights the Subscriber may have at law, a right of action for damages or rescission against the Corporation if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation. In Alberta and British Columbia, a Subscriber has additional statutory rights of action for damages against every director of the Corporation at the date of this Offering Memorandum and every Person or company who signed this Offering Memorandum.

If this Offering Memorandum contains a misrepresentation, which was a misrepresentation at the time the Bonds were purchased, the Subscriber will be deemed to have relied upon the misrepresentation and will, as provided below, have a right of action against the Corporation for damages or alternatively, while still the owner of any of the Bonds purchased by that Subscriber, for rescission, in which case, if the Subscriber elects to exercise the right of rescission, the Subscriber will have no right of action for damages against the Corporation, provided that:

- (a) no Person or company will be liable if it proves that the Subscriber purchased the securities with knowledge of the misrepresentation;
- (b) in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation;
- (c) in no case will the amount recoverable in any action exceed the price at which the securities were purchased by the Subscriber under this Offering Memorandum; and
- (d) in the case of a Subscriber resident in Alberta, no Person or company, other than the Corporation, will be liable if such Person or company is entitled to rely upon certain statutory provisions set out in subsections 204(3)(a) — (e) of the *Securities Act* (Alberta).

In British Columbia and Alberta, no action may be commenced more than:

- (a) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any other action, other than an action for rescission, more than the earlier of (i) 180 days after the Subscriber first had knowledge of the facts giving rise to the cause of action; or (ii) three (3) years after the date of the transaction that gave rise to the cause of action.

Statutory Rights of Action for Subscribers in the Province of Saskatchewan

In the event that this Offering Memorandum and any amendment thereto or advertising or sales literature used in connection therewith delivered to a purchaser of the securities resident in Saskatchewan contains an untrue statement of a fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the securities (herein called a "**material fact**") or omits to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made (herein called a "**misrepresentation**"), a purchaser will be deemed to have relied upon that misrepresentation and will have a right of action for damages against the Corporation, the promoters and "directors" (as defined in *The Securities Act, 1988* (Saskatchewan)) of the Corporation, every person or company whose consent has been filed with this Offering Memorandum or amendment thereto but only with respect to reports, opinions or statements that have been made by them, every person who signed this Offering Memorandum or any amendment thereto, and every person who or company that sells the securities on behalf of the Corporation under this Offering Memorandum or amendment thereto.

Alternatively, where the purchaser purchased the securities from the Corporation, the purchaser may elect to exercise a right of rescission against the Corporation.

In addition, where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the securities and the verbal statement is made either before or contemporaneously with the purchase of the securities, the purchaser has a right of action for damages against the individual who made the verbal statement.

No persons or company is liable, nor does a right of rescission exist, where the persons or company proves that the purchaser purchased the securities with knowledge of the misrepresentation. In an action for damages, no persons or

company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied on.

No action shall be commenced to enforce these rights more than:

- (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or
- (b) in the case of any action, other than an action for rescission, the earlier of one year after the purchaser first had knowledge of the facts giving rise to the cause of action or six years after the date of the transaction that gave rise to the cause of action.

These rights are (i) in addition to and do not derogate from any other right the purchaser may have at law; and (ii) subject to certain defences as more particularly described in *The Securities Act, 1988* (Saskatchewan).

Subscribers should consult their own legal advisers with respect to their rights and the remedies available to them.

The rights discussed above are in addition to and without derogation from any other rights or remedies, which subscribers may have at law.

ITEM 12 - FINANCIAL STATEMENTS

Strata-Trade Corporation
Interim unaudited Financial Statements

March 26, 2008

Strata-Trade Corporation

Balance Sheet

March 26, 2008

Unaudited

ASSETS

CURRENT

Cash \$ 1,000

LIABILITY AND SHAREHOLDER'S EQUITY

CURRENT \$ 0

SHAREHOLDER'S EQUITY

SHARE CAPITAL (note 3) \$ 1,000

RETAINED EARNINGS \$ 0

\$ 1,000

APPROVED BY THE BOARD:

Dale E. St. Jean, Director

Greg D. Tindall, Director

Strata-Trade Corporation

Statement of Cash Flows

For the period from March 17, 2008 (date of incorporation) to March 26, 2008

Unaudited

Cash provided by (used in):

Operations:

Net income for the period	\$ 0
	\$ 0

Financing:

Issuance of share capital	\$ 1,000
Increase in cash for the period	\$ 1,000
Cash, beginning of period	\$ -
Cash, end of period	<u>\$ 1,000</u>

1. Company Operations

Strata-Trade Corporation was incorporated on March 17, 2008 pursuant to the *Business Corporations Act (Alberta)*. To date, the corporation (the "Corporation") has not commenced operations of any kind.

2. Significant Accounting Policies

The financial statements of the Corporation have been prepared by management in accordance with generally accepted accounting principles in Canada. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates. The financial statements have, in the opinion of management, been properly prepared using careful judgement with reasonable limits of materiality and within the framework of significant policies described below.

The Corporation has not commenced commercial activities and has not identified accounting policies or practices except as listed below:

(a) **Measurement uncertainty**

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(b) **Income Taxes**

The Corporation uses the liability method of accounting for future income taxes. Under the liability method, future income tax assets and liabilities are determined based on temporary differences (differences between the accounting basis and the tax basis of the assets and liabilities), and are measured using the currently enacted, or subsequently enacted tax rates and laws expected to apply when these differences reverse. A valuation allowance is recorded against any future income tax assets if it is more likely than not that the asset will not be realized.

3. Share Capital

(a) **Authorized**

Unlimited Class A Preferred Shares

Unlimited Class B Common Shares

(b) **Issued**

100,000 Class A Preferred Shares for \$1,000

ITEM 13 - DATE AND CERTIFICATE

Dated: March 26, 2008

This Offering Memorandum does not contain a misrepresentation.

Dale St. Jean, President

Greg D. Tindall, Vice President

ON BEHALF OF THE BOARD OF DIRECTORS OF STRATA-TRADE CORPORATION

Dale St. Jean, Director

Greg D. Tindall, Director

ON BEHALF OF THE PROMOTERS OF STRATA-TRADE CORPORATION

Dale St. Jean

Greg D. Tindall

SCHEDULE A

SUBSCRIPTION FOR BONDS

TO: Strata-Trade Corporation (the "Corporation")

The undersigned (hereinafter referred to as the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of Bonds ("Bonds") of the Corporation set forth below for the aggregate subscription price set forth below, representing a subscription price of CDN \$100 per Bond, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Bonds of Strata-Trade Corporation" attached hereto (the "Subscription Agreement"). **In addition to this face page, the Subscriber must also complete all applicable schedules attached hereto.**

Full Legal Name of Subscriber (please print)
By: _____ Signature of Subscriber or its Authorized Representative
Official Title or Capacity (please print)
Name of Signatory (please print name of individual whose signature appears above if different than name of Subscriber)
Date of Execution
Subscriber's Address (including postal code)
Telephone Number (including area code)
E-mail Address
Social Insurance Number / Business Number

Aggregate Subscription Amount: \$ _____

Number and Series of Bonds: _____

If the Subscriber is signing as agent for a principal and is not a trust corporation or, in Alberta or British Columbia, a portfolio manager, in any case, purchasing as a trustee or an agent for accounts fully managed by it, complete the following and ensure that the applicable schedules attached hereto are completed in respect of such principal:	

(Name of Principal)	

Address (including postal code)	
_____	_____
(Telephone Number)	(E-mail Address)

Register the Bonds (if different from address above) as follows:

Name

Account reference, if applicable

Address (including postal code)

Deliver the Bonds (if different from address given) as follows:

Name

Account reference, if applicable

Contact Name

Address (including postal code)

Telephone Number (including area code)

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

Strata-Trade Corporation

Per: _____

_____, 2008
No.: _____

PLEASE MAKE SURE THAT YOUR SUBSCRIPTION INCLUDES:

1. a signed copy of this Subscription Agreement;
2. a certified cheque, trust cheque or bank draft in an amount equal to the Aggregate Subscription Amount, payable to "Strata-Trade Corporation"; and
3. a properly completed and duly executed copy of the appropriate investor qualification form(s):
 - **if resident in British Columbia**, two (2) copies of the Risk Acknowledgement in the form attached to this Subscription Agreement as Schedule "B" (one copy may be retained for your records); and
 - **if resident in Alberta or Saskatchewan**, two (2) copies of the Risk Acknowledgement in the form attached to this Subscription Agreement as Schedule "B" (one copy may be retained for your records) and, if subscribing for more than \$10,000 in Bonds, one (1) copy of the Representation Letter in the form attached to this Subscription Agreement as Schedule "C".

PLEASE DELIVER YOUR SUBSCRIPTION TO:

Strata-Trade Corporation

10 Discovery Ridge Heath SW, Calgary, AB, T3H 4Y2

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
BONDS OF STRATA-TRADE CORPORATION**

Definitions. In this Subscription Agreement:

- (a) "Aggregate Subscription Amount" means the aggregate dollar amount of the subscription under this Subscription Agreement;
- (b) "Closing Date" means the date or dates on which the Corporation issues Bonds pursuant to the Offering Memorandum;
- (c) "Corporation" means Strata-Trade Corporation, a corporation incorporated under the *Business Corporations Act* (Alberta);
- (d) "Offering" means the offering of the Corporation's Bonds pursuant to the Offering Memorandum;
- (e) "Offering memorandum" means the Offering Memorandum of the Corporation dated March 26, 2008; and
- (f) "Bonds" means Bonds of the Corporation as described in the Offering Memorandum.

Acknowledgements of the Subscriber. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that:

- (a) this subscription is subject to rejection or acceptance by the Corporation in whole or in part, and is effective only upon acceptance by the Corporation;
- (b) the Bonds subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of up to 250,000 Bonds at a subscription price of \$100 per Bond (the "Offering");
- (c) the Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help affect sales of the Bonds. Any commissions payable with respect to the sale of Bonds pursuant to this Offering will be paid by TransCap Corporation, a related party. If agents are retained, they will be paid aggregate fees and commissions of 8% of the gross proceeds realized on the Bonds sold by such agent. Employees, consultants, or Directors of the Corporation may be paid up to 8% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. Selling agents will also be paid commission of two percent (2%) per annum of the aggregate value of Bonds sold by an agent for a period of two years.(d)
- (d) The Subscriber acknowledges that an Officers and Directors of the Corporation are also Officers and Directors of TransCap Corporation ("TransCap"). The Subscriber consents to the proposed Loan by the Corporation to TransCap as referred to in the Offering Memorandum and agrees Loan to TransCap will not constitute a breach of any fiduciary or other duty of the Directors and Officers of the Corporation and will not give rise to any obligation by TransCap, its Officers, Directors or shareholders to account to the Corporation or its bondholders for any profit made by TransCap from the use of the Loan proceeds in the conduct of its business.
- (e) the Subscriber is responsible for obtaining such legal advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement.

Representations, Warranties and Covenants of the Subscriber. By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants and covenants to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- (a) if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;
- (b) if the Subscriber is not an individual, the Subscriber has the requisite power, authority, legal capacity and competence to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to

undertake all actions required of the Subscriber hereunder, and all necessary approvals of its Directors, partners, shareholders, trustees or otherwise with respect to such matters have been given or obtained;

- (c) if the Subscriber is a body corporate, the Subscriber is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation;
- (d) 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;
- (e) if the Subscriber is acting as agent or trustee for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documents in connection with such subscription on behalf of such principal, and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid, binding and enforceable obligation of, such principal;
- (f) the execution, delivery and performance by the Subscriber of this Subscription Agreement and the completion of the transactions contemplated hereby do not and will not result in a violation of any law, regulation, order or ruling applicable to the Subscriber, and do not and will not constitute a breach of or default under any of the Subscriber's constating documents (if the Subscriber is not an individual) or any agreement to which the Subscriber is a party or by which it is bound;
- (g) the Subscriber confirms that the Subscriber (and, if the Subscriber is not purchasing as principal, each beneficial purchaser for whom the Subscriber is acting):
 - (i) has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Bonds;
 - (ii) is capable of assessing the proposed investment in the Bonds as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation; and
 - (iii) is able to bear the economic risk of loss of its investment in the Bonds;
- (h) the Subscriber understands that no Securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Bonds;
- (i) the Subscriber acknowledges that no prospectus has been filed by the Corporation with any Securities commission or similar Regulatory Authority in any jurisdiction in connection with the issuance of the Bonds and the issuance is exempted from the prospectus requirements available under the provisions of applicable Securities laws and as a result:
 - (i) the Subscriber may be restricted from using some of the civil remedies otherwise available under applicable Securities laws;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable Securities laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable Securities laws;
- (j) the Subscriber confirms that neither the Corporation or any of its representative Directors, employees, Officers or affiliates, have made any representations (written or oral) to the Subscriber:
 - (i) regarding the future value of the Bonds;
 - (ii) that any person will resell or repurchase the Bonds;
 - (iii) that the Bonds will be listed on any stock exchange or traded on any market; or
 - (iv) that any person will refund the purchase price of the Bonds other than as provided in this Subscription Agreement;
- (k) the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Bonds as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Bonds, and the resale restrictions and "hold periods" to which the Bonds are or may be subject under applicable Securities legislation or stock exchange rules, and has not relied upon any statements made by or

purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, and resale restrictions;

- (l) except for the Subscriber's knowledge regarding its subscription for Bonds hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act* (Alberta)) in the affairs of the Corporation that has not been generally disclosed;
- (m) the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the "Subscriber's Address" and the purchase by and sale to the Subscriber of the Bonds, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or with respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;
- (n) the Subscriber acknowledges that it and/or the Corporation may be required to provide applicable Securities regulatory authorities or stock exchanges with information concerning the identities of the beneficial purchasers of the Bonds and the Subscriber agrees that, notwithstanding that the Subscriber may be purchasing the Bonds as agent for an undisclosed principal, the Subscriber will provide to the Corporation, on request, particulars as to the identity of such undisclosed principal as may be required by the Corporation in order to comply with the foregoing;
- (o) **if the Subscriber is resident in or otherwise subject to the applicable securities laws of Alberta or Saskatchewan**, it is purchasing the Bonds as principal for its own account and not for the benefit of any other person and it has received or been provided with a copy of the Offering memorandum **and has duly completed and executed two (2) copies of the Risk Acknowledgement in the form attached hereto as Schedule "B" (one copy for each of the Corporation and the Subscriber) and, if subscribing for more than \$10,000 in Bonds, has duly completed and executed a copy of the Representation Letter in the form attached hereto as Schedule "C"**;
- (p) **if the Subscriber is resident in or otherwise subject to the applicable securities laws of British Columbia**, it is purchasing the Bonds as principal for its own account and not for the benefit of any other person and it has received or been provided with a copy of the Offering memorandum **and has duly completed and executed two (2) copies of the Risk Acknowledgement in the form attached hereto as Schedule "B" (one copy for each of the Corporation and the Subscriber)**;
- (q) the Subscriber understands that it will not resell the Bonds except in accordance with limited exemptions available under applicable securities legislation, regulatory policy and stock exchange rules, and that the Subscriber is solely responsible for (and the Corporation is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions;
- (r) the Subscriber acknowledges that it is aware that there is no market upon which the Bonds trade and there is no assurance that any of the Bonds will be listed and posted for trading on a stock exchange or dealer network in the future;
- (s) the Subscriber understands that the sale of the Bonds is conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus, and the requirement to sell securities through a registered dealer, or upon the issuance of such orders, consents or approvals as may be required to enable such sale to be made without complying with such requirements, and that as a consequence of acquiring the Bonds pursuant to such exemptions, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages in the event of a misrepresentation may not be available to the Subscriber in connection with the purchase and sale of the Bonds;
- (t) the Subscriber understands that any certificates representing the Bonds will bear a legend indicating that the resale of such securities is restricted;
- (u) other than the Offering memorandum, the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive any other document (other than the annual financial statements, interim financial statements or any other document (excluding Offering memoranda, prospectuses or other Offering documents) the content of which is prescribed by statute or regulation) describing the business and affairs of the Corporation, which has been prepared for delivery to and review by prospective purchasers in order to assist them in making an investment decision in respect of the purchase of Bonds pursuant to the Offering;
- (v) the Subscriber has not become aware of any advertisement in printed media of general and regular paid circulation or on radio, television or other form of telecommunication or any other form of advertisement (including electronic display or the Internet) or sales literature with respect to the distribution of the Bonds;

- (w) the Subscriber is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Bonds for the account or benefit of a U.S. Person or a person in the United States;
- (x) the Bonds have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Bonds and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (y) the Subscriber undertakes and agrees that it will not offer or sell any of the Bonds in the United States unless such Securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available;
- (z) the Subscriber acknowledges that, in addition to any other requirements under applicable securities legislation to which a disposition of any of the Bonds by the Subscriber may be subject, the Subscriber may, depending on the nature of the disposition, be required to file a report of exempt trade within ten (10) days of a disposition by the Subscriber of the Bonds;
- (aa) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other Regulatory Authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Bonds;
- (bb) except as disclosed in writing to the Corporation, the Subscriber does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;
- (cc) the Subscriber is not a non-resident for the purposes of the *Income Tax Act* (Canada);
- (dd) the Subscriber is not a "control person" of the Corporation, as that term is defined in the *Securities Act* (Alberta), will not become a "control person" of the Corporation by purchasing the number of Bonds subscribed for under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;
- (ee) the Subscriber has not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation except as expressly set forth herein or in the Offering memorandum;
- (ff) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) Act (Canada) (the "PCMLA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
- (gg) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing stratification. There is no assurance that such financing will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on current shareholders, including the Subscriber; and
- (hh) **the Subscriber acknowledges that an investment in the Bonds is subject to a number of risk factors. In particular, the Subscriber acknowledges that the Corporation is not a reporting issuer in any province of Canada and, as such, the applicable hold period may never expire. Accordingly, there is currently no market for any of the Bonds and one may never develop. It may be difficult or even impossible for a Subscriber to sell any of the Bonds. Resale of such Bonds will require the availability of exemptions from the prospectus requirements of applicable securities legislation, or the application for a discretionary order of the Securities commission or similar regulatory authority in the subscriber's province of residence permitting the trade. The Subscriber covenants and agrees to comply with relevant securities legislation, orders or policies concerning the purchase, holding of, and resale of the Bonds.**

Timeliness of Representations, etc. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Bonds and any subsequent disposition by the Subscriber of any of the Bonds.

Indemnity. The Subscriber acknowledges that the Corporation and its counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Bonds) to purchase Bonds under the Offering, and hereby agrees to indemnify the Corporation and its Directors, Officers, employees, advisers, affiliates, shareholders and agents (including their respective legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation at 10 Discovery Heath SW, Calgary, AB, T3H 4Y2 of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time.

Deliveries by Subscriber prior to Closing. The Subscriber agrees to deliver to Olympia Trust Company not later than 5:00 p.m. (Calgary time) on the day that is two business days before any Closing Date of which the Subscriber receives notice:

- (a) this duly completed and executed Subscription Agreement;
- (b) a certified cheque or bank draft made payable to "Strata-Trade Corporation" in an amount equal to the Aggregate Subscription Amount, or payment of the same amount in such other manner as is acceptable to the Corporation;
- (c) properly completed and duly executed copies of the appropriate investor qualification form(s) as described on page 2 of this Subscription Agreement; and
- (d) such other documents as may be requested by the Corporation as contemplated by this Subscription Agreement.

Consent to Collection of Personal Information. If the Subscriber is an individual, the Subscriber acknowledges that the Subscriber has provided, in this Subscription Agreement, to the Corporation information (the "**Personal Information**") of a personal nature that may or may not be protected under applicable privacy legislation. This information is being collected, used and may be disclosed by the Corporation for the following purposes (the "**Purposes**"):

- (a) in order to complete the Offering;
- (b) to be kept in the corporate records of the Corporation, on its securities registers and bondholders lists, maintained by the Corporation and/or the Corporation's transfer agent;
- (c) to be disclosed to securities/tax regulatory authorities or other government bodies as required and in accordance with applicable securities laws and tax laws;
- (d) as long as the Subscriber is a shareholder of the Corporation, to be disclosed to other third parties held to an obligation of confidentiality to the Corporation such as its legal counsel, its accountants, transfer agent, securities depository, or any other entity for: (i) the purpose of sending financial statements and other disclosure documentation required to be sent by law to the shareholders of the Corporation, and/or (ii) in the context of a proposed merger, business combination, acquisition, takeover bid or such other major transaction involving the Corporation and such other third party; and
- (e) to enforce the obligations contemplated by this Subscription Agreement.

The Subscriber or the person subscribing for the Bonds on behalf of a disclosed beneficial purchaser hereby consents to the collection, use and disclosure by the Corporation of the Personal Information for the Purposes.

Partial Acceptance or Rejection of Subscription. The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Bonds as set forth in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Bonds subscribed for under this Subscription Agreement.

Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional upon among other things, the sale of the Bonds to the Subscriber being exempt from any

prospectus and Offering memorandum requirements of applicable securities laws. The Corporation will be deemed to have accepted this Subscription Agreement upon the delivery at Closing of the certificates representing the Bonds to the Subscriber or upon the direction of the Subscriber in accordance with the provisions hereof.

If this Subscription Agreement is rejected in whole, any certified cheque(s) or bank draft(s) delivered by the Subscriber to the Corporation on account of the Aggregate Subscription Amount for the Bonds subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Corporation exceeds the subscription price of the number of Bonds sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement, will be promptly delivered to the Subscriber without interest.

Time and Place of Closing. The sale of the Bonds will be completed at the offices of Olympia Trust Company, in Calgary, Alberta at 10:00 a.m. (Calgary time) or such other time as the Corporation may determine (the "Closing Time") on the Closing Date. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur after the initial closing.

Subject to Regulatory Approval. The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.

Representations and Warranties of the Corporation. The Corporation hereby represents and warrants to the Subscriber (and acknowledges that the Subscriber is relying thereon) that:

- (a) the Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Bonds to the Subscriber;
- (b) the Corporation is duly incorporated and validly subsisting, and is qualified to carry on business in each jurisdiction in respect of which the carrying out of the activities contemplated hereby make such qualification necessary;
- (c) the Corporation has complied or will comply with all applicable corporate and securities laws in connection with the offer and sale of the Bonds;
- (d) upon acceptance by the Corporation, this Subscription Agreement shall constitute a binding obligation of the Corporation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the general principles of equity including the fact that specific performance is available only in the discretion of the court; and
- (e) the execution, delivery and performance of this Subscription Agreement by the Corporation and the issue of the Bonds to the Subscriber pursuant hereto does not and will not constitute a breach of or default under the constating documents of the Corporation, or any law, regulation, order or ruling applicable to the Corporation, or any agreement to which the Corporation is a party or by which it is bound.

No Partnership. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscriber and the Corporation.

Governing Law. The contract arising out of acceptance of this Subscription Agreement by the Corporation shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

Time of Essence. Time shall be of the essence of this Subscription Agreement.

Entire Agreement. 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.

Facsimile Copies. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

Counterpart. This Subscription Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Severability. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

Survival. The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Interpretation. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, all references to money amounts are to Canadian dollars.

Amendment. Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

Costs. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Bonds to the Subscriber shall be borne by the Subscriber.

Withdrawal. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

Assignment. Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.

Language. The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Bonds be drawn up in the English language only. **Le souscripteur reconnaît par les présentes avoir consenti et exigé que tous les documents faisant foi ou se rapportant de quelque manière à la vente des bons de souscription spéciaux soient rédigés en anglais seulement.**

SCHEDULE B

FORM 45-106F4

TO BE COMPLETED BY BRITISH COLUMBIA, ALBERTA AND SASKATCHEWAN RESIDENTS

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.
- I will not be able to sell these securities except in very limited circumstances.
- I may never be able to sell these securities.
- The Bonds offered pursuant to this Offering Memorandum are not insured against loss through the Canadian Deposit Insurance Corporation or any other insurance company or program.
- I could lose all the money I invest.

I am investing \$_____ in total; this includes any amount I am obliged to pay in future.

The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help affect sales of the Bonds. Any commissions payable with respect to the sale of Bonds pursuant to this Offering will be paid by TransCap Corporation, a related party. If agents are retained, they will be paid aggregate fees and commissions of 8% of the gross proceeds realized on the Bonds sold by such agent. Employees, consultants, or Directors of the Corporation may be paid up to 8% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. Selling agents will also be paid commission of two percent (2%) per annum of the aggregate value of Bonds sold by an agent for a period of two years.

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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You have 2 business days to cancel your purchase

To do so, send a notice to Strata-Trade Corporation stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after the closing at which you agree to purchase the securities. You can send the notice by fax or email or deliver it in person to Strata-Trade Corporation at its business address. Keep a copy of the notice for your records.

The Issuer: Strata-Trade Corporation (the "Corporation" or the "Issuer")

10 Discovery Ridge Heath SW
Calgary, AB, T3H 4Y2

Phone: (403) 275-7332
E-Fax: (940) 991-8245
Email: dale@transcap.ca

You are buying Exempt Market Securities

They are called exempt market securities because two parts of 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 adviser or investment dealer registered with a securities commission. In Alberta, Manitoba, Newfoundland and Labrador, Northwest Territories, Nunavut, Prince Edward Island and Saskatchewan, to qualify as an Eligible Investor, you may be required to obtain that advice. Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information, call your local securities commission.

Alberta Securities Commission

4th Floor, 300 - 5th Avenue S.W.

Calgary AB T2P 3C4

Phone: (403) 297-6454

Fax: (403) 297-6156

<http://www.albertasecurities.com>

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver BC V7Y 1L2

Phone (604) 899-6500

Fax: (604) 899-6506

<http://www.bcsc.bc.ca>

Saskatchewan Financial Services Commission

800 – 1920 Broad Street

Regina, Saskatchewan S4P 3V7

Phone: (306) 787-5645

<http://www.sfsc@gov.sk.ca/default.shtml>

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE B

FORM 45-106F4

TO BE COMPLETED BY BRITISH COLUMBIA, ALBERTA AND SASKATCHEWAN RESIDENTS

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.
- I will not be able to sell these securities except in very limited circumstances.
- The Bonds offered pursuant to this Offering Memorandum are not insured against loss through the Canadian Deposit Insurance Corporation or any other insurance company or program.
- I may never be able to sell these securities.
- I could lose all the money I invest.

I am investing \$_____ in total; this includes any amount I am obliged to pay in future.

The Corporation reserves the right, as allowed by applicable securities legislation, to retain agents to help affect sales of the Bonds. Any commissions payable with respect to the sale of Bonds pursuant to this Offering will be paid by TransCap Corporation, a related party. If agents are retained, they will be paid aggregate fees and commissions of 8% of the gross proceeds realized on the Bonds sold by such agent. Employees, consultants, or Directors of the Corporation may be paid up to 8% of the gross proceeds realized on the sale of the Bonds for soliciting subscriptions for the Bonds with respect to Bonds not sold by an agent. Selling agents will also be paid commission of two percent (2%) per annum of the aggregate value of Bonds sold by an agent for a period of two years.

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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You have 2 business days to cancel your purchase

To do so, send a notice to Strata-Trade Corporation stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after the closing at which you agree to purchase the securities. You can send the notice by fax or email or deliver it in person to Strata-Trade Corporation at its business address. Keep a copy of the notice for your records.

The Issuer: Strata-Trade Corporation (the "Corporation" or the "Issuer")

10 Discovery Ridge Heath SW
Calgary, AB, T3H 4Y2

Phone: (403) 275-7332
E-Fax: (940) 991-8245
Email: dale@transcap.ca

You are buying Exempt Market Securities

They are called exempt market securities because two parts of 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 adviser or investment dealer registered with a securities commission. In Alberta, Manitoba, Newfoundland and Labrador, Northwest Territories, Nunavut, Prince Edward Island and Saskatchewan, to qualify as an Eligible Investor, you may be required to obtain that advice. Contact the Investment Dealers Association of Canada (website at www.ida.ca) for a list of registered investment dealers in your area.

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The securities you are buying are not listed

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information, call your local securities commission.

Alberta Securities Commission

4th Floor, 300 - 5th Avenue S.W.

Calgary AB T2P 3C4

Phone: (403) 297-6454

Fax: (403) 297-6156

<http://www.albertasecurities.com>

British Columbia Securities Commission

701 West Georgia Street

P.O. Box 10142, Pacific Centre

Vancouver BC V7Y 1L2

Phone (604) 899-6500

Fax: (604) 899-6506

<http://www.bcsc.bc.ca>

Saskatchewan Financial Services Commission

800 – 1920 Broad Street

Regina, Saskatchewan S4P 3V7

Phone: (306) 787-5645

<http://www.sfsc@gov.sk.ca/default.shtml>

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]

SCHEDULE C

REPRESENTATION LETTER – NATIONAL INSTRUMENT 45-106 ELIGIBLE INVESTOR

TO BE COMPLETED BY ALBERTA AND SASKATCHEWAN RESIDENTS WHO ARE SUBSCRIBING FOR MORE THAN \$10,000 IN BONDS.

The undersigned (the "Subscriber") hereby confirms and certifies to Strata-Trade Corporation that the Subscriber is purchasing the Bonds as principal, that the Subscriber is resident in the jurisdiction set out on the execution page hereof, and that the Subscriber is: **[check appropriate boxes]**

- an "Eligible Investor", being a person or company whose **[circle one or more]**
 - (i) net assets, alone or with a spouse, exceed CDN \$400,000,
 - (ii) net income before taxes exceeded CDN \$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year, or
 - (iii) net income before taxes combined with that of a spouse exceeded CDN \$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year,
- 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,
- a general partnership in which all of the partners are Eligible Investors,
- a limited partnership in which the majority of the general partners are Eligible Investors,
- a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors,
- an Accredited Investor (as defined in National instrument 45-106),
- a person who is a family member, close personal friend or close business associate as described in Section 2.5 of National instrument 45-106; or
- 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 Eligibility Adviser (as defined in National instrument 45-106).

EXECUTED by the Subscriber this _____ day of _____, 2008.

If a corporation, partnership or other entity:

If an individual:

Signature of Authorized Signatory

Signature

Name and Position of Signatory

Print Name

Name of Purchasing Entity

Jurisdiction of Residence

Jurisdiction of Residence