



## MORTGAGE INVESTMENT CORPORATION

### ADDITIONAL SUBSCRIPTION AGREEMENT

**TO:** RiverRock Mortgage Investment Corporation (the “Corporation”)

**RE:** SUBSCRIPTION FOR ADDITIONAL SHARES (the “Additional Subscription Agreement”)

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The undersigned on its own behalf, and, if applicable, on behalf of those for whom the undersigned is contracting hereunder (the “**Subscriber**”), hereby irrevocably subscribes for and agrees to purchase such number of Class A non-voting common shares of the Corporation (the “**Shares**”) as may be acquired with the sum of \$\_\_\_\_\_ (the “**Subscription Amount**”).

Reference is made to the subscription agreement (including the schedules thereto) for the Shares of the same Class as provided above executed by the Subscriber and accepted by the Corporation on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Subscription Agreement**”). By completing, executing, and submitting this Additional Subscription Agreement, the Subscriber acknowledges that the Corporation is relying on the covenants, representations and warranties set out below. The Subscriber acknowledges having received and read the Subscription Agreement and the offering memorandum of the Corporation dated as of June 22, 2022 as the same may be amended from time to time (the “**Offering Memorandum**”), relating to the offering of the Shares. Specifically, the Subscriber has determined, based on his, her, or its own investment knowledge and experience in financial and business affairs and/or after having consulted with professional advisers, that this investment is appropriate for the Subscriber.

Any reference in this Additional Subscription Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. Terms not otherwise defined in this Additional Subscription Agreement are defined in the Subscription Agreement. All dollar amounts referred to herein are in Canadian dollars.

The Corporation shall be entitled to rely on delivery by electronic means of an executed copy of this Additional Subscription Agreement, and acceptance by the Corporation of such electronic copy shall be equally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

#### **BACKGROUND:**

- A. The Subscriber wishes to purchase additional Shares for the Subscription Amount set out above;
- B. The Subscriber agreed to all the terms and conditions of the Subscription Agreement; and
- C. The Subscriber completed the Subscription Agreement, including any applicable schedules thereto, that provide information required by the Corporation under National Instrument 45-106 – *Prospectus Exemptions* and other applicable securities laws.

**THEREFORE**, the Subscriber hereby acknowledges and agrees that the following designated covenants, representations and warranties are complete and accurate:

1. The Subscriber agrees that unless otherwise indicated herein or by notice to the Corporation or the Dealer in writing, the terms and conditions outlined and agreed to in the Subscription Agreement by the Subscriber

continue to apply to this Additional Subscription Agreement in their entirety and that any and all representations, warranties, covenants, information and declarations made or provided in the Subscription Agreement continue to remain true and accurate as of the date hereof. The Subscriber affirms its undertaking to notify the Corporation of any change in the Subscription Agreement applicable to the Subscriber;

2. The Subscriber represents and warrants that the ownership, either direct or indirect, of any accounts subscribing under this Additional Subscription Agreement are identical to the ownership indicated in the Subscription Agreement;
3. Unless the Subscriber has otherwise notified the Corporation, the Shares subscribed for hereunder will be subject to the instructions provided by the Subscriber in the latest Enrolment Form for the Corporation's Dividend Reinvestment Plan or Subscription Agreement, as applicable.
4. If the Subscription Agreement indicated that the Subscriber relied on the private issuer exemption or another prospectus exemption that is no longer applicable, the Subscriber has confirmed with the Corporation that another prospectus exemption set out in National Instrument 45-106 – *Prospectus Exemptions* applies to the Subscriber, which exemption is indicated below. **The Corporation may request additional documentation from the Subscriber to confirm that the Subscriber qualifies under the applicable prospectus exemption.**

The Subscriber represents and warrants as follows to the Corporation and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the offer, sale and issuance of the Shares to the Subscriber:		
<input type="checkbox"/>	<b>Accredited Investor Exemption</b>	is resident in or otherwise subject to the laws of one of the provinces and/or territories of Canada in which the Shares are lawfully being offered and is purchasing the Shares as an "accredited investor" as defined in the <i>Securities Act</i> (Ontario) or in National Instrument 45-106 – <i>Prospectus Exemptions</i> , as applicable, ( <b>such investors must have completed (or must complete) the Certificate of Accredited Investor Status in Schedule A of the Subscription Agreement</b> ).
<input type="checkbox"/>	<b>Minimum Amount Investment Exemption</b>	is resident in or otherwise subject to the laws of the provinces and/or territories of Canada in which the Shares are lawfully being offered and: <ol style="list-style-type: none"> <li>a) is purchasing as principal</li> <li>b) is not an individual;</li> <li>c) is not a resident in Alberta;</li> <li>d) the Shares have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash on closing; and</li> <li>e) the Subscriber was not created or used as a Subscriber solely to purchase or hold Shares in reliance on this exemption.</li> </ol>
<input type="checkbox"/>	<b>Other _____</b>	Please contact the Corporation which may request additional documentation.

5. If the Subscriber is an accredited investor, the Subscriber completed Schedule A – *Certificate of Accredited Investor* of the Subscription Agreement ("**Schedule A**") or has been provided with a new copy of Schedule A to complete. The Subscriber represents and warrants that they have reviewed a copy of the completed Schedule A and determined that all information and representations contained therein continue to be an accurate reflection of the Subscriber's circumstances on the date hereof. **If any change has occurred, please request a new copy of Schedule A from the Corporation.**
6. The Subscriber acknowledges that they have completed Appendix "A" - *Risk Acknowledgement Form for Individual Accredited Investors* attached hereto if the Subscriber is relying on the accredited investor categories listed in subparagraphs (j), (k), (l) of the accredited investor definition as set out in Schedule A.

**NOW THEREFORE**, the Subscriber hereby provides a completed *Dealer Information and Acknowledgement* confirming that the dealer working with the Subscriber to subscribe for the Shares (the "**Dealer**") has satisfied itself that this investment is appropriate for the Subscriber;

**NOW THEREFORE**, the Subscriber on its own behalf and, if applicable, on behalf of those for whom the Subscriber is contracting hereunder, hereby irrevocably subscribes for and offers to purchase such number of Shares of the Corporation as may be purchased with the Subscription Amount.

**IN WITNESS WHEREOF** the Subscriber has duly executed this Additional Subscription Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SUBSCRIBER SIGNATURE	
FOR INDIVIDUALS/JOINT ACCOUNTS	
<b>X</b> _____ SUBSCRIBER SIGNATURE  _____ NAME OF SUBSCRIBER  DATE: _____, 20__	<b>JOINT ACCOUNT HOLDER SIGNATURE, IF APPLICABLE</b>  <b>X</b> _____ SUBSCRIBER SIGNATURE  _____ NAME OF SUBSCRIBER  DATE: _____, 20__
FOR CORPORATIONS/TRUSTS/OTHER NON-INDIVIDUAL ENTITIES	
<b>PERSON(S) AUTHORIZED TO PROVIDE INSTRUCTIONS AND SIGNATURE:</b>  _____ NAME (LAST, FIRST)  _____ TITLE  _____ PHONE NUMBER  _____ E-MAIL  <b>X</b> _____ SIGNATURE  DATE: _____, 20__	<b>(SECOND PERSON IF NECESSARY)</b>  _____ NAME (LAST, FIRST)  _____ TITLE  _____ PHONE NUMBER  _____ E-MAIL  <b>X</b> _____ SIGNATURE  DATE: _____, 20__

#### DEALER INFORMATION AND ACKNOWLEDGEMENT

**This section must be completed since the Subscriber is purchasing the Shares through the Dealer and is investing in the Corporation on the advice of the Dealer.**

By submitting this completed Additional Subscription Agreement to the Corporation, the Dealer hereby acknowledges and confirms, with respect to the Subscriber and the purchase of Shares under this Additional Subscript Agreement, that:

- The Dealer is a reporting Canadian financial institution for the purposes of the Canada-United States Enhanced Tax Information Exchange Agreement and Part XVIII of the *Income Tax Act* (Canada) ("**FATCA**") and a reporting financial institution for the purposes of Part XIX of the *Income Tax Act* (Canada) ("**CRS**");
- under applicable law, the Dealer has primary responsibility for "know-your-client", suitability and anti-money laundering obligations and for due diligence and account classification under FATCA and the CRS (collectively, the "**Dealer Obligations**");
- the Dealer has fully complied with all such Dealer Obligations;
- the Dealer agrees to assume responsibility for all reporting obligations under FATCA and the CRS.

The Dealer has an obligation to assess whether a purchase or sale of a security is suitable for a client prior to executing the transaction or at any other time. The Dealer also agrees to provide any information requested by the Corporation to assist the Corporation in discharging its obligations under any applicable securities, anti-money laundering and/or tax legislation.

\_\_\_\_\_  
NAME OF DEALER (FIRM NAME)

\_\_\_\_\_  
NAME AND SIGNATURE OF DEALING REPRESENTATIVE

I hereby authorize the Corporation to rely on and accept instructions from the Dealer on my behalf in connection with redemptions and transfers of Shares.

\_\_\_\_\_  
SIGNATURE OF SUBSCRIBER

\_\_\_\_\_  
SIGNATURE OF JOINT SUBSCRIBER (ONLY FOR JOINT ACCOUNTS)

#### ACCEPTANCE BY THE CORPORATION

This Additional Subscription Agreement is accepted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the City of Toronto, Ontario  
(month) (year)

**RiverRock Mortgage Investment Corporation**

By: \_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

APPENDIX A

RISK ACKNOWLEDGEMENT FORM FOR INDIVIDUAL ACCREDITED INVESTORS

TO: RiverRock Mortgage Investment Corporation (the “Corporation”)

WARNING!

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

SECTION I. TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER:

1. About your investment

Type of securities: Non-voting common shares	Issuer: RiverRock Mortgage Investment Corporation
Purchased from: Issuer	

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	Your initials
<b>Risk of loss</b> - You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> - You may not be able to sell your investment quickly - or at all.	
<b>Lack of information</b> - You may receive little or no information about your investment.	
<b>Lack of advice</b> - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	

3. Accredited investor status

<b>You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.</b>	<b>Your initials</b>
● Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
● Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
● Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
● Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

**4. Your name and signature**

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature:

Date:

**SECTION 5. TO BE COMPLETED BY THE SALESPERSON**

**5. Salesperson information**

*[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

First and last name of salesperson (please print):

Telephone:

Email:

Name of firm (if registered):

**SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER**

**6. For more information about this investment**

*RiverRock Mortgage Investment Corporation*

*200 Bay St, Suite 3120, PO Box 44*

*Toronto, Ontario*

*M5J 2J1*

*Attention: Nick Kyprianou*

*Telephone: (416) 504-1886*

*E-mail: [nick@riverrockmic.com](mailto:nick@riverrockmic.com)*

*Website: <http://riverrockmic.com/>*

***For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca).***

**Form Instructions:**

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