

# RIVERROCK

## MORTGAGE INVESTMENT CORPORATION

### SUBSCRIPTION AGREEMENT

RIVERROCK MORTGAGE INVESTMENT CORPORATION  
(FOR INVESTORS RELYING ON THE OFFERING MEMORANDUM PROSPECTUS EXEMPTION)

### INSTRUCTIONS

**IMPORTANT:** The following items in the attached Subscription Agreement must be completed (please check each applicable box to confirm completion):

- ☐ Complete and execute all applicable lines on page 2-7 of the Subscription Agreement.
- ☐ **Schedule A – Offering Memorandum Status Certificate**  
Complete Schedule A. Complete and execute Exhibit A to Schedule A – *Risk Acknowledgement - Offering Memorandum Exemption*. In addition, complete Exhibit B to Schedule A if required in your province of residence.

#### For your information only

- ☐ **Schedule B – Privacy Policy**
- ☐ **Schedule C – Dividend Reinvestment Plan**
- ☐ **Schedule D – Contact Information of Public Officials regarding Indirect Collection of Personal Information**

#### FATCA/CRS Reporting

- ☐ **Schedule E – Information for FATCA/CRS Reporting**  
Completed by the Subscriber's registered Dealer. See Section 11 of the Subscription Agreement for more information.

#### Contact Information

RiverRock Mortgage Investment Corporation  
200 Bay St, Suite 3120, PO Box 44  
Toronto, Ontario  
M5J 2J1  
Attention: Nick Kyprianou  
Telephone: (416) 504-1886  
Fax: (416) 364-5999  
Email: [nick@riverrockmic.com](mailto:nick@riverrockmic.com)

## SUBSCRIPTION AGREEMENT

### RIVERROCK MORTGAGE INVESTMENT CORPORATION

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

The undersigned on its own behalf or on behalf of any principal for whom the undersigned is contracting for under this Subscription Agreement (the “Subscriber”) hereby irrevocably subscribes for that number and class of non-voting common shares of the Corporation (“Shares”) as set forth below in Section 1 for the aggregate subscription amount set forth below in Section 1. By submitting this subscription, the Subscriber acknowledges having received and read the Corporation’s offering memorandum dated November 28, 2023, as may be amended from time to time (the “Offering Memorandum”) and that the Corporation is relying on the representations and warranties set out below. 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. All registerable activities in respect of the distribution of Shares will be conducted by the dealer identified at Section 11 of this Agreement (the “Dealer”) in reliance upon its registrations in the appropriate categories in the applicable jurisdictions where the Shares are being offered to Subscribers.

<b>SECTION 1 - PURCHASE AMOUNT / CLASS OF SHARES</b>		
Subscription Price: \$10.00 per Share		
Subscription Amount (\$):		
Class Subscribing For: <input type="checkbox"/> Class F Shares <input type="checkbox"/> Class N Shares		
Subscriptions for Class F and Class N Shares must be paid for via FundSERV		
<b>SECTION 2 - SUBSCRIBER INFORMATION</b>		
<b>A. FOR INDIVIDUALS / JOINT ACCOUNTS</b>		
TITLE: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR. <input type="checkbox"/> OTHER:		
LAST NAME:	FIRST NAME: INITIAL:	BIRTH DATE (YYYY/MM/DD):
E-MAIL ADDRESS:		SOCIAL INSURANCE NUMBER AND/OR TAX IDENTIFICATION NUMBER:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:		E-MAIL ADDRESS:
TELEPHONE NUMBER (HOME):	TELEPHONE NUMBER (ALTERNATE):	PRIMARY BUSINESS AND OCCUPATION (IF UNEMPLOYED/RETD., PLEASE PROVIDE FORMER OCCUPATION):
ARE YOU A REGISTRANT (A REGISTERED INDIVIDUAL) UNDER SECURITIES LEGISLATION? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>IF SUBSCRIBING AS A JOINT ACCOUNT - COMPLETE FOR JOINT SUBSCRIBER</b>		
TITLE: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR. <input type="checkbox"/> OTHER:		
LAST NAME:	FIRST NAME: INITIAL:	BIRTH DATE (YYYY/MM/DD):
E-MAIL ADDRESS:		SOCIAL INSURANCE NUMBER AND/OR TAX IDENTIFICATION NUMBER:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE: <input type="checkbox"/> SAME AS ABOVE		
TELEPHONE NUMBER (HOME):	TELEPHONE NUMBER (ALTERNATE):	PRIMARY BUSINESS AND OCCUPATION (IF UNEMPLOYED/RETD., PLEASE PROVIDE FORMER OCCUPATION):
ARE YOU A REGISTRANT (A REGISTERED INDIVIDUAL) UNDER SECURITIES LEGISLATION? <input type="checkbox"/> Yes <input type="checkbox"/> No		

<b>JOINT SUBSCRIBERS:</b>			
Each Subscriber must sign a copy of this Subscription Agreement and provide appropriate proof of identification. You hereby confirm that the Shares are to be held by each of you as joint tenants and not as tenants in common (except in Quebec, where joint Subscribers must hold Shares as tenants in common) and we are hereby authorized to take orders from either of you alone. Unless you both instruct us differently, (i) allocations for tax purposes will be made to each of you in equal amounts (except in Quebec, where allocations will be made in the agreed percentage), and (ii) distributions of profit and capital (including the payment of retraction proceeds) will be made and paid to the order of all joint holders (if paid by cheque) or to the account from which wire payment for the subscription for Shares was received.			
<b>B. CORPORATIONS / TRUSTS / OTHER NON-INDIVIDUAL ENTITIES</b>			
ENTITY TYPE: <input type="checkbox"/> CORPORATION <input type="checkbox"/> TRUST <input type="checkbox"/> OTHER: _____			JURISDICTION OF ENTITY:
ENTITY NAME:	BUSINESS TYPE:	BUSINESS OR TAX IDENTIFICATION NUMBER:	
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:			
TELEPHONE NUMBER :		FAX NUMBER:	
ARE YOU A REGISTRANT (A REGISTERED FIRM) UNDER SECURITIES LEGISLATION? <input type="checkbox"/> Yes <input type="checkbox"/> No			
SECTION 3 – REGISTRATION INSTRUCTIONS (IF DIFFERENT FROM NAME OF SUBSCRIBER AND ADDRESS SET OUT IN SECTION 2) <input type="checkbox"/> SAME AS SECTION 2			
NAME:		ACCOUNT REFERENCE, IF APPLICABLE:	
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:			
SECTION 4 – DELIVERY INSTRUCTIONS (IF DIFFERENT FROM NAME OF SUBSCRIBER AND ADDRESS SET OUT IN SECTION 2) <input type="checkbox"/> SAME AS SECTION 2			
NAME:		ACCOUNT REFERENCE, IF APPLICABLE:	
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:			
SECTION 5 – ACCOUNT TYPE			
INDIVIDUAL:	<input type="checkbox"/> CASH	<input type="checkbox"/> REGISTERED PLAN, IF SO, SPECIFY TYPE:	JURISDICTION OF REGISTERED PLAN (IF APPLICABLE):
NON- INDIVIDUAL:	<input type="checkbox"/> CASH		
DEALER:	<input type="checkbox"/> NOMINEE ACCOUNT	<input type="checkbox"/> NOMINEE REGISTERED ACCOUNT	
SUB-TYPE:	<input type="checkbox"/> INDIVIDUAL ACCOUNT	<input type="checkbox"/> JOINT ACCOUNT	<input type="checkbox"/> TRUST ACCOUNT
SECTION 6 – SUBSCRIBER REPRESENTATION			
By selecting the category below, the Subscriber acknowledges that this section forms part of the “Terms and Conditions of Subscription” of this Subscription Agreement. The Subscriber represents and warrants as follows to the Corporation and acknowledges and confirms that the Corporation is relying on such representation and warranty in connection with the offer, sale and issuance of the Shares to the Subscriber:			
<input type="checkbox"/>	Offering Memorandum Exemption	The Subscriber 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 relying on the “offering memorandum” prospectus exemption as described in section 2.9 of National Instrument 45-106 – <i>Prospectus Exemptions</i> , as applicable, (all investors must complete Schedule A).	
SECTION 7 – STANDING INSTRUCTIONS OF SUBSCRIBER REGARDING FINANCIAL STATEMENTS			

The Subscriber may choose to receive annual financial statements regarding the Corporation. The Subscriber has the choice of receiving these statements electronically or by mail. If the Subscriber would like to receive annual financial statements electronically, please provide your email address in Section 8 below. If the Subscriber would like to receive annual financial statements by mail, please contact your financial advisor.

If the Subscriber would like to receive annual financial statements for the current year, please indicate your choice below: **[please check below]**

- ☐ Subscriber would like to receive the annual financial statements.
- ☐ Subscriber would NOT like to receive the annual financial statements.

If the Subscriber does not check one of the boxes above, then the Subscriber will be deemed to have chosen NOT to receive such statements.

#### SECTION 8 – CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

The Subscriber consents, by providing the email address below, to the electronic delivery of the documents listed below that the Corporation (or the Corporation's administrator, RiverRock Management Inc. ("Administrator") or other service provider on behalf of the Corporation, from time to time), elects to deliver to the Subscriber electronically.

The following documents may be delivered electronically pursuant to this consent:

- Audited annual financial statements for the Corporation; and
- Such other documents, reports, investment commentary or other communication that relates to the operation of the Subscriber's account.

**All documents delivered electronically will be delivered by e-mail to the address listed below.**

The Subscriber acknowledges that the Subscriber may receive from the Corporation a paper copy of any documents delivered electronically at no cost if electronic delivery fails or if the Subscriber contacts the Corporation by regular mail or telephone at: c/o RiverRock Mortgage Investment Corporation, 200 Bay St, Suite 3120, PO Box 44, Toronto, Ontario, M5J 2J1, Tel: (416) 504-1886.

The Subscriber understands that the Subscriber's consent may be revoked or changed, including changing the e-mail address to which documents are delivered (if the Subscriber has provided an e-mail address) at any time by notifying the Corporation of such revised or revoked consent by telephone, regular mail or electronic mail.

The Subscriber understands that the Subscriber is not required to consent to electronic delivery.

It is the Subscriber's express wish that the documents to be delivered under this consent be drawn up in English. *Il est de mon souhait exprès que les documents à remettre selon ce Formulaire de Consentement soient rédigés en anglais.*

Yes No

The Subscriber wishes to receive electronic copies of documents from the Corporation and/or Administrator:

☐ ☐

The Subscriber consents to receiving promotional e-mails and other commercial electronic messages from the Corporation and/or Administrator or from other service providers on behalf of the Corporation:

☐ ☐

Email address of the Subscriber at which to receive delivery of the documents listed in this Section 8: \_\_\_\_\_

#### SECTION 9 – DIVIDEND REINVESTMENT PLAN

Unless the Subscriber elects to receive dividends in cash by checking the box below, by signing this Subscription Agreement, the Subscriber will be deemed to have elected to enroll in the Corporation's Dividend Reinvestment Plan (the "Plan") and to have all dividends paid by the Corporation reinvested in additional Shares of the same class in the capital of the Corporation as outlined at Section 1 of this Subscription Agreement.

- ☐ Please have all dividends that may be declared by the Corporation directly deposited to the bank account specified below **(please attach a void cheque)**

The Subscriber understands that the Subscriber may change the bank account information at any time by notifying the Corporation in writing at least ten (10) business days before the next scheduled deposit at the bank account specified below.

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Institution Code: \_\_\_\_\_ Branch/Transit Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

## SECTION 10 – SUBSCRIBER ACKNOWLEDGEMENT RE: FINANCIAL INFORMATION REPORTING UNDER TAX LEGISLATION

In accordance with Part XVIII of the *Income Tax Act* (Canada) (**FATCA**) and Part XIX of the *Income Tax Act* (Canada) (**CRS**), the Corporation is required to identify certain Subscribers (and in the case of certain Subscribers that are entities, the “controlling persons” thereof) that have a connection to foreign jurisdictions and is required to report information about those Subscribers (and in the case of certain Subscribers that are entities, the “controlling persons” thereof) and his, her or its investment in the Corporation to the Canada Revenue Agency unless the Subscriber invests through a registered plan other than a first home savings account. The Canada Revenue Agency has agreed to provide the information to the tax authorities in the relevant foreign jurisdiction if the foreign government has entered into an agreement with Canada for the exchange of information.

### By executing this Subscription Agreement, the Subscriber:

- (1) acknowledges that it has provided the registered dealer or investment advisor named in Section 9.2 of this Subscription Agreement (the “**Dealer**”) with either CRA Form RC518 if the Subscriber is an individual (available at: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc518.html>) or CRA Form RC519 in all other circumstances (available at: <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc519.html>) (the **FATCA & CRS Self-Certification**);
- (2) agrees to provide the Dealer with an updated FATCA & CRS Self-Certification within 30 calendar days of the first date that anything in the previous FATCA & CRS Self-Certification provided to the Dealer is no longer accurate, true or complete, or within 30 calendar days of a request by the Corporation or Dealer for a new FATCA & CRS Self-Certification;
- (3) acknowledges that if the Corporation is required to report information to the CRA in connection with the Subscriber’s investment in the Corporation, such report shall not be treated as (i) a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise or (ii) a basis for any claim against the Corporation; and
- (4) acknowledges that its failure to provide a foreign taxpayer identification number on request may result in the Subscriber being assessed a penalty of \$500 for each such failure under subsection 281(3) of the *Income Tax Act* (Canada) where the jurisdiction in which the account holder is resident issues and collects taxpayer identification numbers.

## SECTION 11 – DEALER INFORMATION AND ACKNOWLEDGEMENT

By submitting this completed Subscription Agreement and signing below, the Dealer agrees, acknowledges, confirms, represents, warrants and covenants with respect to the Subscriber and the purchase of Shares hereunder, including any additional subscription for Shares by the Subscriber through the Dealer, that:

- it 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**”);
- it is responsible, under applicable law, for “know-your-client”, “know-your-product”, suitability, anti-money laundering obligations and for conducting due diligence under FATCA and CRS in connection with the initial subscription hereby made and any subsequent subscription for Shares by the Subscriber through the Dealer (collectively, the “**Dealer Obligations**”);
- the Shares are considered issued in “client-name” for purposes of FATCA and CRS compliance;
- it shall discharge its due diligence obligation under each of FATCA and CRS in respect of the Subscriber, including but not limited to (i) having received the FATCA & CRS Self-Certification from the Subscriber prior to the receipt by the Corporation of this completed Subscription Agreement and (ii) completing Schedule E in a manner that accurately reflects the contents of the FATCA & CRS Self-Certification that was received from the Subscriber;
- it shall obtain a new FATCA & CRS Self-Certification (the “**Updated FATCA & CRS Self-Certification**”) from the Subscriber immediately upon discovering or having reason to believe that the information contained in Schedule E as provided previously to the Corporation is incorrect (the “**Relevant Time**”), and shall provide the Corporation with an updated Schedule E that accurately reflects the contents of the Updated FATCA & CRS Self-Certification within 30 calendar days of the Relevant Time;
- it shall provide to the Corporation all information and documentation regarding the Subscriber as the Corporation may reasonably request from time to time in order for the Corporation to comply with its obligations under FATCA and CRS as well as applicable securities laws;
- it has, in respect of Subscribers that are trusts with at least one discretionary beneficiary, appropriate procedures in place to be notified when a distribution is made to a discretionary beneficiary of the Subscriber (the “**Discretionary Distribution**”) to enable the trustee of the Subscriber to disclose such beneficiary as a controlling person of the Subscriber;
- it will do the following upon a Discretionary Distribution: (i) forthwith request an Updated FATCA & CRS Self-Certification from the Subscriber and (ii) provide the Corporation with an updated Schedule E that accurately reflects the contents of the Updated FATCA & CRS Self-Certification within 30 calendar days of the Discretionary Distribution;
- it shall discharge the Dealer Obligations, including, as applicable, confirming that there has been no change to the FATCA & CRS Self-Certification previously provided by the Subscriber or obtaining an Updated FATCA & CRS Self-Certification from the Subscriber prior to the receipt by the Corporation of any order for additional Shares and will provide the Corporation with the information in Schedule E that accurately reflects the contents of any Updated FATCA & CRS Self-Certification;
- it will re-confirm the investor’s eligibility to rely on the offering memorandum prospectus exemption at the time of any additional subscription for Shares and it will not submit an order for an additional purchase of Shares by the Subscriber if the Subscriber does not continue to so qualify;
- it will provide the Subscriber with a copy of the Corporation’s updated offering memorandum (if applicable) in advance of submitting an order for any subsequent purchase of Shares;
- the representations, warranties, covenants and acknowledgments of the Dealer contained in this certification shall survive the completion of the purchase and sale of the Shares and shall apply to any subsequent purchase of Shares by the Subscriber through the Dealer; and
- the Corporation is relying on the representations and warranties contained in this Certification, and the Dealer shall indemnify and hold harmless the Corporation for all losses, costs, claims, expenses and damages that they may incur arising out of the failure of the Dealer to properly discharge the Dealer Obligations.

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

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

\_\_\_\_\_  
DEALER NUMBER

\_\_\_\_\_  
DEALER GIIN

The Subscriber hereby authorizes the Corporation to rely on and accept instructions from the Dealer on its behalf in connection with retractions, transfers, and subsequent subscriptions for Shares and agrees to indemnify the Corporation against any losses, costs, expenses, claims, damages or liabilities which may be incurred due to reliance on any improper instructions given by the Dealer.

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

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

#### SECTION 12 - SUBSCRIBER SIGNATURE

By executing this Subscription Agreement, the Subscriber expressly acknowledges that the Subscriber (i) has been given the opportunity to obtain independent legal advice and has either done so or chosen not to obtain such advice; (ii) has sufficient investment knowledge and experience in financial and business affairs to understand and appreciate the sophisticated nature of this investment in the Shares; (iii) has received, reviewed and fully understands the Offering Memorandum and, in particular, has read and understands the risk factors outlined in the Offering Memorandum; (iv) has had the opportunity to ask and have answered any and all questions the Subscriber may have in relation to this investment; (v) confirms that such investment is consistent with the Subscriber's current investment needs and objectives; (vi) is able to bear the economic risk of loss of this investment; and (vii) has read the Privacy Policy of the Corporation attached hereto and agrees to the terms thereof.

#### FOR INDIVIDUALS/JOINT ACCOUNTS

X \_\_\_\_\_  
SUBSCRIBER SIGNATURE

\_\_\_\_\_  
NAME OF SUBSCRIBER

DATE: \_\_\_\_\_, 20\_\_\_\_

#### JOINT ACCOUNT HOLDER SIGNATURE, IF APPLICABLE

X \_\_\_\_\_  
SUBSCRIBER SIGNATURE

\_\_\_\_\_  
NAME OF SUBSCRIBER

DATE: \_\_\_\_\_, 20\_\_\_\_

**FOR CORPORATIONS/TRUSTS/OTHER NON-INDIVIDUAL ENTITIES****PERSON(S) AUTHORIZED TO PROVIDE INSTRUCTIONS AND SIGNATURE:**\_\_\_\_\_  
NAME (LAST, FIRST)\_\_\_\_\_  
TITLE\_\_\_\_\_  
PHONE NUMBER\_\_\_\_\_  
E-MAIL**X** \_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_, 20\_\_\_\_

**(SECOND PERSON IF NECESSARY)**\_\_\_\_\_  
NAME (LAST, FIRST)\_\_\_\_\_  
TITLE\_\_\_\_\_  
PHONE NUMBER\_\_\_\_\_  
E-MAIL**X** \_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_, 20\_\_\_\_

**SECTION 12 - ACCEPTANCE BY THE CORPORATION**

This 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.*

**THE SUBSCRIBER MUST PROVIDE ALL INFORMATION REQUESTED ON PAGES 2-7 AND IN THE RELEVANT SCHEDULES TO THIS AGREEMENT, EXECUTE THIS AGREEMENT (BY SIGNING PAGE 6 OR 7 OF THIS SUBSCRIPTION AGREEMENT) AND ALL RELEVANT SCHEDULES. THE SUBSCRIBER MUST ALSO PROVIDE AN AMOUNT (IN CANADIAN FUNDS) EQUAL TO THE AGGREGATE SUBSCRIPTION AMOUNT TO THE CORPORATION IN SUCH FORM AS IS ACCEPTABLE TO THE CORPORATION. THE SHARES ARE SUBJECT TO RESTRICTIONS ON SALE AND WILL BE SUBJECT TO RESTRICTIONS ON RESALE AND MAY NOT BE RESOLD EXCEPT IN RELIANCE ON CERTAIN EXEMPTIONS FROM THE PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LEGISLATION. THE SUBSCRIBER IS ADVISED TO CONSULT HIS/HER/ITS OWN LEGAL ADVISORS IN ALL MATTERS RELATING TO THE SHARES.**

## TERMS AND CONDITIONS OF SUBSCRIPTION

### **General**

The Subscriber acknowledges the information contained in the Offering Memorandum including, in particular, those investment considerations described therein under the heading “Risk Factors”. Unless otherwise defined or the context otherwise requires, all capitalized terms used in this subscription form (“**Subscription Agreement**”) have the meanings given in the Offering Memorandum.

The Subscriber tenders herewith full payment of the aggregate subscription amount of the Shares set forth in Section 1 above to the Corporation. This subscription will not be accepted and no Shares will be issued to the Subscriber unless the Corporation has received the subscription proceeds within such time as stipulated by the Corporation and this Subscription Agreement duly completed. Subscription funds received prior to a Subscription Date (as defined in the Offering Memorandum) will be kept in trust, in a non-interest bearing account, for the Subscriber pending the acceptance of the subscription.

The Subscriber acknowledges that a subscription for Shares is subject to the acceptance of this Subscription Agreement by the Corporation and to certain other conditions set forth in the Offering Memorandum. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription shall be effective upon the written acceptance of this Subscription Agreement by the Corporation and the deposit of the Subscriber’s payment into the Corporation’s account. Subject to applicable laws, the Corporation may at its sole discretion, allow an investor to invest in a class of Shares regardless of the subscription amount contributed by the investor. This Subscription Agreement and subscription proceeds shall be returned without interest or deduction to the Subscriber if this subscription is not accepted. If the subscription is accepted only in part, that portion of the subscription amount for the Shares which is not accepted will be promptly returned to the Subscriber without interest or penalty.

### **General Representations and Warranties**

The Subscriber represents, warrants, certifies, acknowledges and covenants to and in favour of the Corporation as follows:

1. the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Corporation and is able to bear the economic risk of loss of such investment;
2. if the Subscriber is an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
3. if the Subscriber is not an individual, the Subscriber has the right, power and authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
4. this Subscription Agreement, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, which shall be enforceable against the Subscriber in accordance with its terms;
5. the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to or the constituting documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
6. the Subscriber acknowledges that the Subscriber has been informed of the proposed use of the proceeds of the distribution of this offering of the Shares;
7. the Subscriber is a resident of, or is otherwise subject to the securities legislation of, the jurisdiction set out above on pages 2 or 3, as applicable and is not purchasing the Shares for the account or benefit of any person in any jurisdiction other than such jurisdiction;
8. the Subscriber is aware that using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only, and that if the Subscriber borrows money to purchase Shares, the Subscriber’s responsibility to repay the loan and pay interest as required by its terms remains the same, even if the value of the securities purchased declines;
9. the Subscriber understands that the Shares are being offered on a private placement basis pursuant to applicable exemptions from prospectus requirements under securities legislation in Canada, and are not insured under the *Canada Deposit Insurance Corporation Act*;
10. the Subscriber is purchasing the Shares as principal for its own account and not for the benefit of any other person and is relying on the “offering memorandum” prospectus exemption and that the Subscriber has duly, accurately and truthfully completed **Schedule A** and Exhibit A and Exhibit B, as applicable.
11. the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Shares and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Corporation, or, where applicable, its partners, officers, directors, employees or agents;
12. the Subscriber acknowledges and understands that (i) no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Shares; (ii) the Corporation currently has no intention of being a reporting issuer under



applicable securities legislation and accordingly, the Subscriber may not receive certain disclosure or be subject to legislation governing reporting issuers; (iii) it is not anticipated that there will be any public market for the Shares; and (iv) it may not be possible to sell or dispose of Shares (apart from the retraction and/or redemption of Shares in the circumstances set out in the Offering Memorandum, the Shares may be subject to an indefinite hold period);

13. the Subscriber has received, reviewed and fully understands the Offering Memorandum that has been provided to the Subscriber and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Corporation, the Shares and the subscription hereby made;
14. the Subscriber is aware of the characteristics of the Shares and the risks associated with an investment in the Shares;
15. the Subscriber understands that there is no right to demand any distribution, including any dividends or declaration thereof, from the Corporation, other than as specified in the Offering Memorandum;
16. the Subscriber shall not knowingly transfer his, her or its Shares in whole or in part to a person without the approval of the Corporation and will do so only in accordance with applicable securities legislation and as set out in the Offering Memorandum;
17. the Subscriber will execute and deliver all documentation as may be required from time to time by applicable securities legislation or by the Corporation, as the case may be, to permit the purchase of the Shares on the terms herein set forth and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Corporation;
18. the Subscriber acknowledges that the Shares have not been and will not be registered under the United States Securities Act of 1933, as amended, or any state securities legislation and the Shares may not be offered or sold directly or indirectly in the United States or to or for the benefit of a U.S. Person (as defined in Regulation S promulgated under the U.S. Securities Act);
19. the Subscriber represents that he, she, or it is not involved in any money laundering or terrorist activities and the source of this investment is not derived from any unlawful or criminal activities; and
20. the Subscriber will execute and deliver all documentation and provide all such further information or releases as may be required from time to time by the Corporation in order for the Corporation to satisfy its obligations under applicable securities legislation or other applicable legislation, and to satisfy domestic and foreign tax reporting and similar filings, to permit the purchase of the Shares on the terms herein set forth and the Subscriber also agrees to deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Corporation.

**The representations, warranties, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement shall survive the completion of the purchase and sale of the Shares and any subsequent purchase of Shares, and the Subscriber undertakes to notify the Corporation immediately at the Corporation's address at 200 Bay St, Suite 3120, PO Box 44 Toronto, Ontario, M5J 2J1 (or such other address as may be communicated by the Corporation to the Subscriber from time to time) of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement.**

The Corporation hereby covenants, represents and warrants with and to the Subscriber that as at the date of this Subscription Agreement:

1. the Corporation is a corporation incorporated and validly subsisting under the laws of Canada; and
2. the Corporation has the corporate power, authority and capacity to enter into this Subscription Agreement and to carry out its obligations under this Subscription Agreement and the execution and delivery of this Subscription Agreement and the completion of the transactions contemplated by this Subscription Agreement have been duly authorized by all necessary corporate action on the part of the Corporation.

#### ***Purchasing as Bare Trustee or Agent***

If the Subscriber is purchasing the Shares as bare trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for one or more principals, the Subscriber has notified the Corporation of such fact and:

1. represents and warrants that the bare trustee or agent is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal(s), to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, and that this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal(s);
2. acknowledges that the Corporation is required by law to disclose, on a confidential basis, to certain regulatory authorities, the identity of such principal purchaser(s) of Shares for whom the Subscriber may be acting, and agrees to provide such information as may be required by the Corporation to comply with such requirements;
3. represents and warrants that it will provide any such information about the principal purchaser(s) that the Corporation reasonably believes necessary to discharge any obligations it may have under applicable securities legislation; and

4. agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance on the foregoing representations, warranties and covenants of the Subscriber by the Corporation, and the breach of any of such representations, warranties and covenants by the Subscriber.

#### ***Anti-Money Laundering and Anti-Terrorist Financing Legislation in Canada***

In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Corporation may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information. The Corporation may also be required to disclose identification information in relation to such Subscribers to governmental, regulatory, taxation agencies or a third party service provider of web-based anti-money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the Corporation's attention, any director, officer or employee of the Corporation, or its professional advisers, knows or suspects that an investor is engaged in money laundering, and it is determined that a report containing such information may be required to be reported to the Financial Transactions and Reports Analysis Centre of Canada ("**FINTRAC**"), such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

#### ***Resale Restrictions***

The Shares are subject to restrictions on resale until such times as: (i) appropriate hold periods have been satisfied; (ii) the trade is made in reliance on an available statutory exemption; or (iii) an appropriate discretionary order is obtained pursuant to applicable securities laws. Since the Corporation is not a reporting issuer pursuant to applicable securities legislation, the applicable hold period may never expire, and if no further statutory exemption is available and if no discretionary order is obtained, this could result in the Subscriber having to hold Shares for an indefinite period of time. The Corporation does not intend to file a prospectus or otherwise become a reporting issuer pursuant to applicable securities legislation and accordingly it is not intended that any Shares will become freely tradable. The Subscriber should consult with his, her or its own legal advisers prior to engaging in any resale, to ascertain the restrictions on any such resale.

#### ***Privacy Policy***

Attached as Schedule B hereto is a copy of the Corporation's Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of his, her or its personal information in accordance with such policy.

Pursuant to applicable securities laws, the Corporation is required to periodically file a report of exempt distribution (the "**Report**") with certain regulatory authorities, including the Ontario Securities Commission (the "**Regulators**"). The Report is required to include certain personal information about the purchasers of shares of the Corporation and details of the distribution including: the Subscriber's name, address, telephone number, e-mail address (if available); the number and type of securities purchased; the date of distribution; the purchase price of the securities issued to the Subscriber; the prospectus exemption relied on; and whether the Subscriber is a registrant under applicable securities laws. Such information is collected indirectly by the applicable Regulator(s) under the authority granted to it in securities legislation for the purposes of the administration and enforcement of such securities legislation in the local jurisdiction. By executing this Subscription Agreement, the Subscriber authorizes such indirect collection of the information by any applicable Regulator. The contact information for the public official in the local jurisdiction who can answer questions about the Regulator's indirect collection of the information can be found in Schedule D of this Subscription Agreement.

#### ***Dividend Reinvestment Plan***

Attached as Schedule C hereto is a copy of the Corporation's Dividend Reinvestment Plan (the "**Plan**"). The Subscriber acknowledges that the Corporation may declare and pay non-cumulative dividends in any form or amount. The Subscriber has the option of having any such cash dividends directly deposited to their bank account or enrolling in the Plan. Unless the Subscriber elects to receive dividends in cash by checking the box in Section 9, by signing this Subscription Agreement, the Subscriber elects to enroll in the Plan and to have all dividends paid by the Corporation reinvested in additional Shares of the same class in the capital of the Corporation as outlined at Section 1 of this Subscription Agreement. **The Subscriber acknowledges having received and read a copy of the Plan and agrees to participate in the Plan in accordance with its terms.** The Subscriber also acknowledges that this authorization to enroll in the Plan (or to elect cash dividends) will remain in effect until the Subscriber otherwise notifies the Corporation in writing in accordance with the Plan. **IF THE SUBSCRIBER DOES NOT WANT TO PARTICIPATE IN THE PLAN THE SUBSCRIBER MUST COMPLETE SECTION 9. THE CORPORATION WILL NOT BE RESPONSIBLE FOR ANY DEALER ACTION OR OMISSION IN CONNECTION WITH THE PLAN.**

#### ***Governing Law***

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. By the Subscriber's execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

#### ***Language***

The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. *Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.*

### ***Rescission Rights***

If the Corporation accepts a Subscription and the corresponding subscription proceeds, the Subscriber will have a right of action against the Corporation, depending on the residency of the Subscriber, for rescission or damages, corresponding to the rights described in the Offering Memorandum and available under the securities legislation of the relevant province or territory.

### ***Indemnity***

The Subscriber agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on the representations, certifications and covenants of the Subscriber by the Corporation or the breach of any of them, as the case may be.

### ***Survival***

The representations, warranties, acknowledgements and covenants contained in this Subscription Agreement and any certificate or document delivered pursuant to or in connection with this Subscription Agreement will survive the execution of this Subscription Agreement, and continue in full force and effect and be binding upon the Subscriber notwithstanding the completion of the purchase of Shares by the Subscriber pursuant hereto and subsequently in the future, and any subsequent disposition by the Subscriber of such Shares.

### ***Schedules***

Each of the Schedules attached hereto are incorporated into and form an integral part of this Subscription Agreement, and any reference to this Subscription Agreement includes the Schedules.

### ***Interpretation***

Any reference in this Subscription Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Subscription Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the Subscription Agreement's interpretation. In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of".

### ***Assignment***

This Subscription Agreement becomes effective when executed by all of the parties to it. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors, heirs, executors, administrators and legal representatives. This Subscription Agreement is not transferable or assignable by any party to it, without the written consent of the other parties hereto.

### ***Entire Agreement and Headings***

This Subscription Agreement (including the Schedules) constitutes the entire agreement between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Subscription Agreement, except as specifically set forth in this Subscription Agreement (including the Schedules). The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated herein. This Subscription Agreement may be amended or modified in any respect by written instrument only executed by all the parties herein. The Subscriber hereby authorizes the Corporation to correct any errors in, or complete any minor information missing from this Subscription Agreement and the Schedules attached hereto. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

### ***Counterparts***

This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or other electronic means, shall be deemed to be an original and all of which together shall constitute one and the same document.

### ***Electronic Subscriptions***

The Corporation shall be entitled to rely on delivery by facsimile machine or other electronic means, of an executed copy of this Subscription Agreement, including the completed Schedules hereto, and acceptance by the Corporation of such facsimile copy shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

### ***Currency***

All dollar amounts referred to in this Subscription Agreement are in Canadian dollars.

**SCHEDULE A**  
**OFFERING MEMORANDUM STATUS CERTIFICATE**

*The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms or are unsure as to the applicability of any category below, please contact the Corporation or your Dealer and/or legal advisor before completing this certificate. Capitalized terms not otherwise defined herein having the meanings ascribed thereto in the Subscription Agreement.*

In connection with the purchase by the undersigned Subscriber of the Shares, the Subscriber, on its own behalf and on behalf of each of the beneficial purchaser for whom the Subscriber is acting, hereby represents, warrants, covenants and certifies to the Corporation (and acknowledges that the Corporation and its counsel are relying thereon) that:

- a) the Subscriber, or each of the beneficial purchasers for whom the Subscriber is acting, is resident in or otherwise subject to the securities laws of one of the province indicated in Section 2 of the Subscription Agreement;
- b) the Subscriber, or each of the beneficial purchasers for whom the Subscriber is acting, is purchasing the Shares as principal for its own account and not for the benefit of any other person;
- c) the Subscriber has received the Offering Memorandum;
- d) the Subscriber has signed and delivered a risk acknowledgment form attached as Exhibit A to this Schedule A;
- e) if the Subscriber, or any beneficial purchaser for whom the Subscriber is acting, is resident in Manitoba, Northwest Territories, Nunavut, Prince Edward Island or Yukon, it is either:
  - (i) subscribing for securities having an acquisition cost of not more than \$10,000; or
  - (ii) an "eligible investor" within the meaning of NI 45-106, on the basis that it fits within the category of an "eligible investor" reproduced below beside which the undersigned has indicated the Subscriber, or any beneficial purchaser for whom the Subscriber is acting, belongs to such category;
- f) if the Subscriber, or any beneficial purchaser for whom the Subscriber is acting, is resident in Alberta, New Brunswick, Nova Scotia, Ontario, Quebec, and the total acquisition cost of such securities acquired by the Subscriber, or any or each of the beneficial Subscribers, in the preceding 12 months does not exceed either:
  - (i) \$10,000; or
  - (ii) \$30,000 if the Subscriber (or beneficial purchaser) is an "eligible investor" within the meaning of NI 45-106, on the basis that the Subscriber (or beneficial purchaser, as applicable) fits within the category of an "eligible investor" reproduced below which the undersigned has indicated the Subscriber (or beneficial purchaser) belongs to such category; or
  - (iii) \$100,000 if the Subscriber (or beneficial purchaser) is an "eligible investor" within the meaning of NI 45-106, on the basis that the Subscriber (or beneficial purchaser, as applicable) fits within the category of an "eligible investor" reproduced below which the undersigned has indicated the Subscriber (or beneficial purchaser, as applicable) belongs to such category and that the Subscriber (or beneficial purchaser, as applicable) has received advice from a portfolio manager, investment dealer, or exempt market dealer that the investment is suitable.
- g) the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on the prospectus exemption provided under Section 2.9 "Offering Memorandum" of NI 45-106, it pre-existed the offering of the Shares pursuant to the Subscription Agreement and has a bona fide purpose other than investment of the Shares; and
- h) upon execution of this Schedule A by the Subscriber, this Schedule A shall be incorporated into and form a part of the Subscription Agreement.

**All Subscribers:**

ALL SUBSCRIBERS UNDER THE OFFERING MEMORANDUM EXEMPTION MUST COMPLETE AND EXECUTE TWO COPIES OF THE RISK ACKNOWLEDGEMENT FORM ATTACHED AS EXHIBIT A TO THIS SCHEDULE A AND DELIVER ONE COPY TO THE CORPORATION AND RETAIN ONE COPY FOR THEIR OWN RECORDS.

**Subscribers in Manitoba, Prince Edward Island, Northwest Territories, Yukon or Nunavut for more than \$10,000:**

IF THE SUBSCRIBER OR ANY BENEFICIAL PURCHASER FOR WHOM THE SUBSCRIBER IS ACTING IS RESIDENT IN MANITOBA, PRINCE EDWARD ISLAND, NORTHWEST TERRITORIES, YUKON OR NUNAVUT AND IS PURCHASING SECURITIES HAVING AN AGGREGATE ACQUISITION COST OF GREATER THAN \$10,000, PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ELIGIBLE INVESTOR IN THE CERTIFICATE COMMENCING ON PAGE A-14.

**Subscribers in Alberta, New Brunswick, Nova Scotia, Ontario or Quebec for more than \$10,000:**

IF THE SUBSCRIBER OR ANY BENEFICIAL PURCHASER FOR WHOM THE SUBSCRIBER IS ACTING IS RESIDENT IN ALBERTA, NEW BRUNSWICK, NOVA SCOTIA, ONTARIO OR QUEBEC, IS AN INDIVIDUAL AND THE ACQUISITION COST OF ALL SECURITIES ACQUIRED BY SUCH SUBSCRIBER OR BENEFICIAL SUBSCRIBER UNDER SECTION 2.9 "OFFERING MEMORANDUM" OF NI 45-106 EXCEEDS \$10,000, PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ELIGIBLE INVESTOR IN THE CERTIFICATE COMMENCING ON PAGE A-14. PLEASE NOTE THE RESTRICTIONS ON THE COST OF ALL SECURITIES THAT MAY BE PURCHASED UNDER SECTION 2.9 "OFFERING MEMORANDUM" OF NI 45-106 SET FORTH ABOVE. SUBSCRIBERS IN ALBERTA, NEW BRUNSWICK, NOVA SCOTIA, ONTARIO, QUEBEC AND SAKSATCHEWAN MUST COMPLETE SCHEDULE 1 AND SCHEDULE 2 TO THE RISK ACKNOWLEDGMENT FORM ATTACHED AS EXHIBIT A TO SCHEDULE A.

## CERTIFICATE OF ELIGIBLE INVESTOR

- ☐ (a) a Subscriber whose:
- i. net assets, alone or with a spouse, in the case of an individual, exceed \$400,000,
  - ii. net income before taxes exceeded \$75 000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or
  - iii. net income before taxes, alone or with a spouse, in the case of an individual, exceeded \$125,000 in each of the 2 most recent calendar years and who reasonably expects to exceed that income level in the current calendar year;
- ☐ (b) a Subscriber of which a majority of the voting securities are beneficially owned by Eligible Investors or a majority of the directors are Eligible Investors;
- ☐ (c) a Subscriber that is a general partnership of which all of the partners are Eligible Investors;
- ☐ (d) a Subscriber that is a limited partnership of which the majority of the general partners are Eligible Investors;
- ☐ (e) a Subscriber that is a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are Eligible Investors;
- ☐ (f) a Subscriber that is an “accredited investor” as that term is defined in NI 45-106; ***[investor must complete an accredited investor certificate]***
- ☐ (g) a Subscriber that is a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
- ☐ (h) a Subscriber that is a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation;
- ☐ (i) a Subscriber that is a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Corporation or of an affiliate of the Corporation;
- ☐ (j) a Subscriber that is a close personal friend of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation; ***[investor must provide additional information]***
- ☐ (k) a Subscriber that is a close business associate of a director, executive officer or control person of the Corporation, or of an affiliate of the Corporation; ***[investor must provide additional information]***
- ☐ (l) a Subscriber that is a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Corporation;
- ☐ (m) a Subscriber that is a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Corporation;
- ☐ (n) a Subscriber that is a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in paragraphs (g) to (m);
- ☐ (o) a Subscriber that is a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons described in paragraphs (g) to (m); or
- ☐ (p) in Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon a Subscriber that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from an Eligibility Adviser;

For the purposes hereof, the following definitions are included for convenience:

- (a) “**control person**” has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds (i) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or (ii) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;
- (b) “**eligibility adviser**” means a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a Subscriber and authorized to give advice with respect to the type of security being distributed, and in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of

chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:

- i. have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - ii. have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (c) **"executive officer"** means, for an issuer, an individual who is, (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, (iii) an officer of the issuer or any of its subsidiaries and who performs a policy-making function in respect of the issuer, or (iv) performing a policy-making function in respect of the issuer;
- (d) **"founder"** means, in respect of an issuer, a person who, (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and (ii) at the time of the trade is actively involved in the business of the issuer;
- (e) **"person"** includes (i) an individual, (ii) a corporation, (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (f) **"spouse"** means an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (g) **"subsidiary"** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106, and this Schedule A, a person or trust is considered to be an affiliated entity of another person or trust if one is a subsidiary entity of the other, or if both are subsidiary entities of the same person or trust, or if each of them is controlled by the same person or trust.

In NI 45-106, and this Schedule A, a person (first person) is considered to control another person (second person) if (a) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the closing time. If any such representations shall not be true and accurate prior to the closing time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the closing time.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Subscriber or Authorized Signing Officer*

\_\_\_\_\_  
*Signature of Witness (If Subscriber is an Individual)*

\_\_\_\_\_  
*Signature of Co-Subscriber (if applicable)*

\_\_\_\_\_  
*Print Name of Witness*

\_\_\_\_\_  
*Print Name of Subscriber*

\_\_\_\_\_  
*Print Name of Co-Subscriber (if applicable)*

\_\_\_\_\_  
*If Subscriber is a Corporation, Print Name and Title of Authorized Signing Officer*

**EXHIBIT A  
(to SCHEDULE "A")**

**45-106F4 RISK ACKNOWLEDGEMENT FOR OFFERING MEMORANDUM EXEMPTION  
ISSUER'S COPY - TO BE SUBMITTED WITH EXECUTED SUBSCRIPTION AGREEMENT  
(the Subscriber and the Issuer must each receive a signed copy of this form)**

**WARNING!**

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

1. Risks and other information The purchaser must initial each statement to confirm understanding	Your Initials
<b>Risk of loss</b> – You could lose your entire investment of \$_____.	
<b>No approval</b> – No securities regulatory authority or regulator has evaluated or approved the merits of these securities or the disclosure in the offering memorandum.	
<b>Liquidity risk</b> – You will not be able to sell these securities except in very limited circumstances. You may never be able to sell these securities.	
<b>Repurchase</b> – You have a right to require the issuer to repurchase the securities, but there are limitations on this right.	
<b>You are buying Exempt Market Securities</b> - They are called <i>exempt market securities</i> because the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections). <i>Exempt market securities</i> are more risky than other securities.	
<b>The securities you are buying are not listed</b> - The securities you are buying are not listed on any stock exchange, and they may never be listed.	
<b>The issuer of your securities is a non-reporting issuer</b> - A <i>non-reporting issuer</i> 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 on the exempt market, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a> .	
<b>Total investment</b> – You are investing \$_____ in total; this includes any amount you are obliged to pay in future. RiverRock Mortgage Investment Corporation will pay \$_____ of this to Dealer as a fee or commission.	
<b>Your name and signature</b>	
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 (print):	
Signature:	Date:



**2. Salesperson information**

Below information must be completed by the salesperson

First and last name of salesperson (print):

Telephone:

Email:

Name of firm:

**3. Additional information**

**You have 2 business days to cancel your purchase.**

To do so, send a notice to RiverRock Mortgage Investment Corporation stating that you want to cancel your purchase. You must send the notice before midnight on the 2<sup>nd</sup> business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to RiverRock Mortgage Investment Corporation at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

RiverRock Mortgage Investment Corporation

200 Bay St, Suite 3120, PO Box 44

Toronto, Ontario, M5J 2J1

Attention: Nick Kyprianou

Telephone: (416) 504-1886

Fax: (416) 364-5999

Email: [nick@riverrockmic.com](mailto:nick@riverrockmic.com)

**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.

**EXHIBIT B**  
**(to SCHEDULE "A")**

**Schedule 1**  
***Classification of Investors Under the Offering Memorandum Exemption***

**Instructions:** This Schedule must be completed together with the Risk Acknowledgement Form and Schedule 2 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan.

How you qualify to buy securities under the offering memorandum exemption		
Initial the statement containing the criteria that applies to you. (You may initial more than one statement.)		

  

You are an eligible investor because:		Your initials
<b>ELIGIBLE INVESTOR</b>	Your net income before taxes was more than \$75,000 in each of the 2 most recent calendar years, and you expect it to be more than \$75,000 in this 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 \$125,000 in each of the 2 most recent calendar years, and you expect your combined net income to be more than \$125,000 in this calendar year. (You can find your net income before taxes on your personal income tax return).	
	Either alone or with your spouse, you have net assets worth more than \$400,000. (Your net assets are your total assets, including real estate, minus your total debt including any mortgage on your property.)	

  

You are not an eligible investor.		Your initials
<b>NOT AN ELIGIBLE INVESTOR</b>	You acknowledge that you are not an eligible investor.	

**Schedule 2**  
**Investment Limits for Investors Under the Offering Memorandum Exemption**

**Instructions:** This Schedule must be completed together with the Risk Acknowledgement Form and Schedule 1 by individuals purchasing securities under the exemption (the offering memorandum exemption) in subsection 2.9(2.1) of National Instrument 45-106 *Prospectus Exemptions* (NI 45-106) in Alberta, New Brunswick, Nova Scotia, Ontario, Quebec and Saskatchewan.

SECTION 1 TO BE COMPLETED BY THE PURCHASER
1. Investment limit you are subject to when purchasing securities under the offering memorandum exemption
You may be subject to annual investment limits that apply to all securities acquired under the offering memorandum exemption in a 12 month period, depending on the criteria under which you qualify as identified in Schedule 1. Initial the statement that applies to you.

You are an eligible investor.		Your initials
<b>ELIGIBLE INVESTOR</b>	As an eligible investor that is an individual, you cannot invest more than \$30,000 in all offering memorandum exemption investments made in the previous 12 months, unless you have received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule, that your investment is suitable.	
	Initial one of the following statements:	
	You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$30,000 in all offering memorandum exemption investments made in the previous 12 months.	
	<p>You confirm that you received advice from a portfolio manager, investment dealer or exempt market dealer, as identified in section 2 of this schedule that the following investment is suitable.</p> <p>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit in all offering memorandum exemption investments made in the previous 12 months of \$100,000.</p>	

SECTION 2 TO BE COMPLETED BY THE REGISTRANT	
2. Registrant information	
<i>[Instruction: this section must only be completed if an investor has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]</i>	
First name and last name of registrant (please print):	
Registered as:	
Telephone:	Email:
Name of firm:	
Date:	

## SCHEDULE B

### PRIVACY POLICY

#### RIVERROCK MORTGAGE INVESTMENT CORPORATION

##### Protecting Investor Privacy

At RiverRock Mortgage Investment Corporation, protecting our investors' privacy and the confidentiality of their personal information is fundamental to the way we do business. We recognize that we must be transparent and accountable in how we treat the information investors share with us.

##### How Do We Define Personal Information?

Personal information refers to information that specifically distinguishes investors as individuals and is provided to or collected by us. It includes, for example, name and address, age and gender, social insurance number, banking information, as well as investment and financial information.

##### How and Why Do We Ask for Personal Information?

We obtain most of our information about investors directly from them. This information is gathered, primarily through our detailed subscription agreements. This information is necessary for a number of reasons, including:

- to facilitate the investors' investment in the Corporation;
- to verify investors' identity and protect against fraud;
- to comply with the regulatory obligations of the securities industry; and
- to comply with the Canada Revenue Agency's income reporting requirements.

We limit the information we collect to what we need for these purposes, and we use it only for these purposes.

In order to provide our products and services to investors we may provide information to other persons:

- where we have an investor's consent;
- where the other parties are agents or suppliers who assist us in serving our investors (e.g. custodians); or
- where we are required or permitted to do so by law (e.g. CRA).

We are required to advise investors that we will be disclosing the investor's name, address and details pertaining to your investment in the Shares to the applicable provincial securities commissions. This information is collected indirectly by the various securities commissions under the authority granted to them in securities legislation for the purposes of the administration and enforcement of the securities legislation. By submitting a subscription to RiverRock Mortgage Investment Corporation to purchase Shares, investors consent and authorize such indirect collection of information by the provincial securities regulators. The contact information for the public official in the local jurisdiction who can answer questions about the Regulator's indirect collection of the information can be found in Schedule F of this Subscription Agreement.

##### How We Protect Investor Information

We protect investor information with appropriate safeguards and security measures. We have security standards to protect our systems and investors' information against unauthorized access and use.

All of our employees, agents and suppliers, as part of their agreements with RiverRock Mortgage Investment Corporation, are bound to maintain investors' confidentiality and may not use the information for any unauthorized purpose.

We monitor and review our procedures and security measures regularly to ensure that they are being properly administered and that they remain effective and appropriate.

We make every reasonable effort to keep investors' information accurate and up-to-date. We retain investors' information for only as long as we require it for the reasons it was collected. When it is no longer required we will destroy or delete it in an appropriate manner.

##### Questions or Concerns

If you have any questions or concerns about the privacy and confidentiality of personal information, or if you would like access to your personal information that we have on file, you may contact Nick Kyprianou at (416) 504-1886 or [nick@riverrockmic.com](mailto:nick@riverrockmic.com).

## SCHEDULE C

### DIVIDEND REINVESTMENT PLAN (DRIP)

#### 1. The Plan

The Dividend Reinvestment Plan (the “**Plan**”) of RiverRock Mortgage Investment Corporation (the “**Corporation**”) provides a means for eligible holders of each class of non-voting common shares of the Corporation (collectively, the “**Shares**”) to purchase additional Shares of the applicable class by reinvesting the cash dividends declared by the board of directors of the Corporation (the “**Board**”).

The Corporation intends to pay monthly dividends on the Shares. However, the declaration, amount and payment of dividends on the Shares is at the sole discretion of the Board.

Under the Plan, Shares will be acquired at a price of \$10.00 per Share. As these Shares will be Shares purchased directly from the Corporation, no fees or commissions will be payable to the Corporation in respect of the issuance of such Shares. All administrative costs of the Plan will be paid by the Corporation.

#### 2. Eligibility

Subject to applicable laws, any beneficial or registered holder of Shares is eligible to become a participant in the Plan.

#### 3. How the Plan Works

A shareholder that has been accepted by the Board of Directors to participate in the Plan (a “**participant**”) may elect in an enrolment form provided by the Corporation (the “**Enrolment Form**”) or by completing a subscription agreement for Shares, as applicable, to be enrolled in the Plan to reinvest cash dividends paid on their Shares. The applicable cash dividends paid on the Shares owned by the participant, including all Shares acquired under the Plan, will be applied automatically on each monthly dividend payment date selected by the Board (an “**Investment Date**”) to purchase additional Shares under the Plan.

Shares purchased under the Plan on any Investment Date will be issued from treasury at a price of \$10.00 per Share (the “**Share Price**”).

Any amount required under applicable tax laws to be withheld by the Corporation from cash dividends paid to any participant and remitted to a taxing authority will be withheld and remitted as required, with the balance being utilized by the Corporation for reinvestment on behalf of the participant in accordance with the Plan. The applicable cash dividends paid on the Shares registered in the name of the participant will be used by the Corporation to purchase Shares from the Corporation for the account of the participant. Fractional Shares may be purchased under the Plan.

Shares purchased under the Plan will be registered in the name of the participant, and the participant’s account maintained by the Corporation will be credited with the number of Shares, equal to the applicable cash dividends (or the relevant percentage of cash dividends reinvested pursuant to the participant’s election, if applicable) paid on the participant’s Shares divided by the Share Price. Any residual cash which is not used to purchase additional Shares on a particular Investment Date will be credited to the account of the participant and will be utilized for the purchase of Shares on a subsequent Investment Date or will be distributed to the participant at the end of the year, in the sole discretion of the Corporation.

#### 4. How to Enroll

An eligible participant may enroll in the Plan at any time by completing an Enrolment Form and sending it to the Corporation or pursuant to the terms of the applicable subscription agreement for the purchase of Shares. Subject to the discretion of the Board of Directors, holders of Offered Shares may enroll all or a portion of their Offered Shares in the DRIP.

##### *Registered Owner of Shares*

Where a Share is held by more than one registered owner, each registered owner must sign the Enrolment Form (or subscription agreement, as applicable). Also, if a participant’s holdings, direct and/or indirect, are registered in different names (e.g., held personally as opposed to a holding company or Corporation), a separate Enrolment Form must be completed for each different registration name. If dividends from all holdings are to be reinvested under one account, the registered name must be identical.

A completed Enrolment Form (or subscription agreement, as applicable) must be received by the Corporation no later than five (5) business days prior to the Investment Date in order for that dividend to be reinvested under the Plan.

Once a participant has enrolled in the Plan, participation will continue until the participant terminates his or her participation (as set forth below) or until the Plan is suspended or terminated. The Corporation reserves the right to deny the right to participate in the Plan to any person or terminate the participation of any participant in the Plan if the Board deems it advisable under any applicable laws or regulations or as otherwise set out in this Plan.

### *Beneficial Owners of Shares*

If a participant is a beneficial owner of Shares (including through such participant's RRSP or other registered plan), he or she should contact his or her broker, investment dealer, financial institution or other nominee who holds his or her Shares to provide instructions regarding his or her participation in the Plan and to inquire about any applicable deadlines that the nominee may impose or be subject to and to confirm what fees, if any, the nominee may charge to enroll all or any portion of such participant's Shares in the Plan on his or her behalf or whether the nominee's policies might result in any costs otherwise becoming payable by the participant.

### **5. Transaction Statements**

A statement will be mailed to each participant following each Investment Date, setting out the amount of the cash dividends reinvested, the number of Shares purchased under the Plan and the Share Price on each Investment Date. The statements are a continuing record of the cost of the Shares purchased under the Plan and should be retained for income tax purposes. In addition, to the extent required by law, the Corporation will annually provide each participant with the information required for tax reporting purposes.

### **6. Termination of Participation**

A participant may terminate participation in the Plan at any time by providing no less than five (5) days' written notice to the Corporation (or in the case of beneficial owners, by making arrangements to terminate participation through their nominee). Upon receipt of the termination notice by the Corporation, termination will be effective immediately prior to the next Investment Date (or the subsequent Investment Date if less than five (5) days' written notice is provided). If Shares are registered in more than one name, then the notice of termination must be signed by all of the registered holders.

Participation in the Plan will also terminate upon the transfer or disposition of all of a participant's Shares.

Subject to applicable law and regulatory policy, the Corporation reserves the right to determine, from time to time, a minimum number of Shares that a participant must hold in order to be eligible to participate in, or continue to participate in, the Plan. Without limitation, the Corporation further reserves the right to refuse the participation in the Plan or terminate the participation of any person whose participation in the Plan, in the Corporation's sole opinion, is part of a scheme to avoid applicable legal requirements or engage in unlawful behavior. The Corporation may also deny the right to participate in the Plan to any person or terminate the participation of any participant in the Plan if the Corporation deems it advisable under any applicable laws or regulations, whether domestic or foreign, or to preserve the status of the Corporation as a "mortgage investment corporation" within the meaning of the *Income Tax Act* (Canada) (the "**Tax Act**").

### **7. Issuance of Shares**

Shares purchased under the Plan will be subject in all respects to the provisions of the Corporation's Articles of Incorporation (the "**Articles**") in the same manner as Shares purchased outside the Plan. Shares issued under the Plan may not be transferred, except with the approval of the Board. Shares purchased under the Plan will be issued to the participant in book-entry, uncertificated form unless a participant requests a certificate for such Shares.

The attributes of each class of Shares is described in the Corporation's Offering Memorandum and the Articles. The Corporation will invest the proceeds received from the issuance of the Shares in the manner described in the Offering Memorandum.

### **8. Share Dividends and Share Splits**

Share dividends declared on the Shares and any Shares resulting from the subdivision of the Shares will be credited to the account of the participant based on Shares held for the account of the participant under the Plan.

### **9. Death or Incompetence of a Participant**

Subject to the discretion of the Board, participation in the Plan will not be affected by a participant's death or incompetence and participation will remain effective until it is terminated in accordance with the provisions of the Plan.

### **10. Amendment, Suspension or Termination of the Plan**

The Corporation reserves the right to amend, modify, suspend or terminate the Plan at any time, but such actions shall have no retroactive effect that would prejudice a participant's interests. The Corporation will provide reasonable written notice to participants of any modifications made to the Plan that, in the Corporation's opinion, may materially prejudice participants. Reasonable written notice will also be provided of any suspension or termination of the Plan. Generally, no notice will be given to participants regarding any amendments to the Plan intended to cure, correct or rectify any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions.

If the Plan is suspended or terminated by the Corporation, the Corporation will continue to hold the participants Shares in book-entry form unless a unit certificate has been issued for such Shares. If the Plan is suspended or terminated by the Corporation, no investment will be made under the Plan on any Investment Date subsequent to the date of termination.

The Corporation may make rules and regulations consistent with the terms of the Plan in order to improve the administration of the Plan.

#### **11. Notices**

All notices required to be given to a participant will be mailed to the participant at his, her or its latest address shown on the records of the Corporation or provided by such electronic means as the participant has consented to from time to time. All notices to the Corporation should be provided to the Corporation at the address indicated on the Enrolment Form (or subscription agreement, as applicable) unless the Corporation has subsequently notified the participant of a change of address.

#### **12. Taxes**

The reinvestment of dividends and the purchase of additional Shares does not relieve the participant of any liability for income tax which may have been otherwise payable on such dividends. **Participants should consult with their tax advisors concerning the tax implications of their participation in the Plan.**

#### **Administration**

The Corporation will act as administrator of the Plan. The Corporation may appoint another entity (the “**Administrator**”) to administer the Plan in accordance with the terms of the Plan.

The Corporation reserves the right to interpret and regulate the Plan as it deems necessary or desirable.

Unless the context requires otherwise, words importing the singular number only shall include the plural and vice versa, words importing gender shall include masculine, feminine and neuter genders, as the context requires, and words importing persons shall include individuals, trusts, associations, partnerships, unincorporated organizations and corporations.

#### **13. Liability of the Corporation and the Administrator**

The Corporation and the Administrator, in administering the Plan, are not liable for any act undertaken or omitted in good faith in connection with the Plan, including, without limitation, any claims of liability: (a) with respect to receipt or non-receipt of any payment, form or other writing purported to have been sent to the Corporation or the Administrator; (b) in respect of actions taken as a result of inaccurate and incomplete information or instructions; (c) in respect of any decision to amend, suspend, terminate or replace the Plan in accordance with the terms hereof; (d) in respect of the involuntary termination of a participant’s participation in the Plan in the circumstances described herein; (e) with respect to the prices at which Shares are purchased for a participant’s account and the times such purchases are made; or (f) in respect of income taxes or other liabilities payable by any participant or beneficial owner in connection with their participation in the Plan.

Participants should recognize that neither the Corporation nor the Administrator can assure profit or protect against a loss on Shares acquired or sold under the Plan and each participant assumes all such risk.

The Corporation and/or the Administrator shall have the right to reject any request regarding enrolment in, withdrawal from or termination of, the Plan if such request is not received in proper form or if such request would be contrary to applicable laws or would compromise the Corporation’s status as a “mortgage investment corporation” under the Tax Act. Any such request that is not in proper form will be deemed to be invalid until any irregularities have been resolved to the Corporation’s satisfaction. Neither the Corporation nor the Administrator are not under any obligation to notify any shareholder of an invalid request.

#### **14. Transfer**

A participant may not transfer the right to participate in the Plan to another person without the approval of the Board.

#### **15. Currency**

All dollar amounts referred to in the Plan are in Canadian funds.

#### **16. Governing Law**

The Plan shall be governed and construed in accordance with the laws of the Province of Ontario.

#### **17. Effective Date**

The Plan, as amended, shall be deemed effective for any dividends made by the Corporation on or after June 1, 2018.

## SCHEDULE D

### Contact Information of Public Officials regarding Indirect Collection of Personal Information

#### **Alberta Securities Commission**

Suite 600, 250 - 5th Street SW Calgary,  
Alberta T2P 0R4  
Telephone: (403) 297-6454  
Toll free in Canada: 1-877-355-0585  
Public official contact: FOIP Coordinator

#### **British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: (604) 899-6854  
Toll free in Canada: 1-800-373-6393  
Email: FOI-privacy@bcsc.bc.ca  
Public official contact: FOI Inquiries

#### **The Manitoba Securities Commission**

500 - 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5 Telephone: (204)  
945-2561  
Toll free in Manitoba 1-800-655-5244  
Public official contact: Director

#### **Financial and Consumer Services Commission (New Brunswick)**

85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: (506) 658-3060  
Toll free in Canada: 1-866-933-2222  
Email: info@fcnb.ca  
Public official contact: Chief  
Executive Officer and Privacy Officer

#### **Government of Newfoundland and Labrador, Financial Services Regulation Division**

P.O. Box 8700, Confederation Building  
2nd Floor, West Block, Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B  
4J6, Attention: Director of Securities  
Telephone: (709) 729-4189  
Public official contact: Superintendent of  
Securities

#### **Government of the Northwest Territories Office of the Superintendent of Securities**

P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9  
Telephone: (867) 767-9305  
Public official contact: Superintendent of  
Securities

#### **Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street Duke Tower  
P.O. Box 458  
Halifax, Nova Scotia B3J 2P8 Telephone:  
(902) 424-7768  
Public official contact: Executive Director

#### **Government of Nunavut Department of Justice**

Legal Registries Division  
P.O. Box 1000, Station 570  
1st Floor, Brown Building  
Iqaluit, Nunavut X0A 0H0  
Telephone: (867) 975-6590  
Public official contact: Superintendent of  
Securities

#### **Ontario Securities Commission**

20 Queen Street West, 22<sup>nd</sup> Floor  
Toronto, Ontario M5H 3S8  
Telephone: (416) 593-8314  
Toll free in Canada: 1-877-785-1555  
Email: exemptmarketfilings@osc.gov.on.ca  
Public official contact: Inquiries Officer

#### **Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building  
P.O. Box 2000  
Charlottetown, Prince Edward Island C1A  
7N8  
Telephone: (902) 368-4569  
Public official contact: Superintendent of  
Securities

#### **Government of Yukon Department of Community Services**

Office of the Superintendent of Securities  
307 Black Street  
Whitehorse, Yukon Y1A 2N1  
Telephone: 867-667-5466  
Email: securities@gov.yk.ca  
Public official contact: Superintendent of  
Securities

#### **Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601-1919 Saskatchewan Drive Regina,  
Saskatchewan S4P 4H2 Telephone: (306) 787-  
5842  
Public official contact: Director

#### **Autorite des marches financiers**

800, Square Victoria, 22<sup>e</sup> etage  
C.P. 246, Tour de la Bourse  
Montreal, Quebec H4Z 1G3  
Telephone: (514) 395-0337 or 1-877-525-  
0337  
Facsimile: (514) 873-6155 (For filing  
purposes only)  
Email: fonds\_dinvestissement@lautorite.qc.  
ca (For investment fund issuers)  
Public official contact: Secrétaire générale



**SCHEDULE E**  
**Information for FATCA/CRS Reporting**

The Subscriber is reportable for FATCA purposes: ☐ Yes ☐ No

If "YES", please provide the following information:

- Residence Address: \_\_\_\_\_
- U.S. TIN: \_\_\_\_\_
- Canadian TIN: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_

If "YES" and the Subscriber is a passive NFFE that is controlled by one or more specified U.S. persons, please:

- Provide the following information on the Subscriber's controlling person:
  - ❖ Residence Address: \_\_\_\_\_
  - ❖ U.S. TIN: \_\_\_\_\_
  - ❖ Canadian TIN: \_\_\_\_\_
  - ❖ Date of Birth: \_\_\_\_\_
  - ❖ Type of Controlling Person: \_\_\_\_\_
- If the Subscriber has more than one controlling person, provide the above information for each of the remaining controlling persons

The Subscriber is reportable for CRS purposes: ☐ Yes ☐ No

If "YES", please provide the following information:

- Residence Address: \_\_\_\_\_
- Jurisdiction(s) of Residence for Tax Purpose and Subscriber's foreign TIN for each such jurisdiction: \_\_\_\_\_
- Canadian TIN: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_

If "YES" and the Subscriber is a passive NFE that is controlled by one or more reportable persons, please:

- Provide the following information on the Subscriber's controlling person:
  - ❖ Residence Address: \_\_\_\_\_
  - ❖ Jurisdiction(s) of Residence for Tax Purposes and Subscriber's foreign TIN for each such jurisdiction: \_\_\_\_\_
  - ❖ Canadian TIN: \_\_\_\_\_
  - ❖ Date of Birth: \_\_\_\_\_
  - ❖ Type of Controlling Person: \_\_\_\_\_
- If the Subscriber has more than one controlling person, provide the above information for each of the remaining controlling persons