



Mortgage Investment Corporation

# SUBSCRIPTION AGREEMENT CLASS F PREFERRED SHARES

M12 CAPITAL MORTGAGE INVESTMENT CORPORATION  
5975 Whittle Road, Suite 230, Mississauga, Ontario, L4Z3N1

**M12 CAPITAL MORTGAGE INVESTMENT CORPORATION  
CLASS F PREFERRED SHARE SUBSCRIPTION AGREEMENT**

**TO: M12 CAPITAL MORTGAGE INVESTMENT CORPORATION**

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase from M12 Capital Mortgage Investment Corporation (the “**Corporation**”) that number and class of shares (as hereinafter defined) set out below at a price of \$1.00 per Class F Preferred Share. The Subscriber agrees to be bound by the terms and conditions set forth under “Terms and Conditions” attached hereto including without limitation the representations, warranties and covenants set forth in the applicable schedules attached hereto. The Subscriber further agrees, without limitation, that the Corporation may rely upon the Subscriber’s representations, warranties and covenants contained in such documents.

|   |
|---|
| <hr/> <p>(Name of Subscriber)</p>   |
| Account Reference (if applicable): _____  |
| By: _____<br>Authorized Signature   |
| <hr/> <p>(Official Capacity or Title – if the Subscriber is not an individual)</p>  |
| <hr/> <p>(Name of individual whose signature appears above if different than the name of the subscriber printed above.)</p> |
| <hr/> <p>(Subscriber’s Address, including Municipality and Province)</p>  |
| <hr/> <p>(Telephone Number) _____</p>   |
| (Email Address) _____<br>You will receive monthly mortgage reports of email address provided                                |
| <b>SOCIAL INSURANCE or BUSINESS NUMBER</b><br>x _____   |

|   |
|---|
| Number of Shares: _____ <b>x \$1.00</b>                                       |
| Class of Shares: _____<br>Class F Preferred                                   |
| Aggregate Subscription Price: \$ _____<br>(the “ <b>Subscription Price</b> ”) |

|  |
|--|
| <b>If the Subscriber is signing as agent for a principal (“Beneficial Subscriber”) and is not purchasing as trustee or agent for accounts fully managed by it, complete the following:</b> |
| <hr/> <p>(Name of Principal)</p>   |
| <hr/> <p>(Principal’s Address)</p>   |
| <hr/> <p><b>INTEREST PAYMENT OPTIONS</b></p>   |
| _____ DRIP or _____ INTEREST (if registered this will go into registered account)  |
| <b>REGISTERED PURCHASES</b>  |
| Trustee Account # _____  |
| _____ RRSP. _____ Spousal RRSP _____ TFSA  |
| <b>NOTE – DO NOT SUBMIT FOR PROCESSING UNTIL YOU HAVE CONFIRMATION OF FUNDS WITH APPLICABLE TRUSTEE</b>  |

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|   |        |
|---|--------|
| <b><u>Registration Instructions as set forth below:</u></b> |        |
| _____   |        |
| (Name)  |        |
| _____   |        |
| (Account Reference, if applicable)                          |        |
| _____   |        |
| (Address, including Postal Code)                            |        |
| _____   |        |
| (Contact<br>(Telephone Number)                              | (Name) |

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|   |                    |
|---|--------------------|
| <b><u>Delivery Instructions as set forth below:</u></b> |                    |
| _____   |                    |
| (Name)  |                    |
| _____   |                    |
| (Account Reference, if applicable)                      |                    |
| _____   |                    |
| (Address)   |                    |
| _____   |                    |
| (Contact Name)  | (Telephone Number) |

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The Corporation hereby accepts the subscription for Shares as set forth in this Subscription Agreement on the terms and conditions contained in this Subscription Agreement (including all applicable schedules) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**M12 CAPITAL MORTGAGE INVESTMENT CORPORATION**

Per: \_\_\_\_\_  
Authorized Signing Officer

**Payment may be made by Cheque, Draft or Wire:**

**M12 Capital Mortgage Investment Corporation**  
5975 Whittle Rd, Suite 230, Mississauga, Ontario, L4Z3N1

Wiring Instructions:

## TERMS AND CONDITIONS

### ARTICLE 1 - INTERPRETATION

#### 1.1 Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

“**Beneficial Subscriber**” shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario, Canada.

“**Closing**” shall have the meaning ascribed to such term in Section 4.1.

“**Closing Date**” shall have the meaning ascribed to such term in Section 4.1.

“**Closing Time**” shall have the meaning ascribed to such term in Section 4.1.

“**Control Person**” means a person, company or combination of persons or companies described in clause (c) of the definition of “distribution” in subsection 1(1) of the *Securities Act* (Ontario).

“**Corporation**” means M12 Capital Mortgage Investment Corporation and includes any successor corporation to or of the Corporation.

“**Hold Period**” shall have the meaning ascribed to such term in Subsection 6.2(c).

“**Minimum Subscription**” shall have the meaning ascribed to such term in Section 3.3(a).

“**Offering**” means the offering of Shares pursuant to this Subscription Agreement.

“**Person**” means any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning.

“**Redemption Price**” of a Class F preferred share means the price paid for such Class F Preferred Share at the time the Class F preferred share was issued from the treasury of the Corporation.

“**Subscriber**” means the Subscriber and, if applicable, the Subscriber on behalf of each person for whom it is contracting hereunder including each Beneficial Subscriber.

“**Securities Laws**” means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada where this Offering is made, the applicable policy statements issued by the securities regulators in each of the provinces of Canada.

“**Shares**” means Class F preferred shares in the authorized capital of the Corporation.

“**Subscriber**” means the subscriber for the Shares as set out on the face page of this Subscription Agreement.

“**Subscription Agreement**” means this subscription agreement (including any schedules attached hereto) and any instrument amending this Subscription Agreement; “**hereof**”, “**hereto**”, “**hereunder**”, “**herein**” and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression “Article”, “Section” or “Subsection” followed by a number means and refers to the specified Article, Section or Subsection of this Subscription Agreement.

“**Subscription Price**” has the meaning ascribed to such term on the face page of this Subscription Agreement.

“**Term Sheet**” means the indicative term sheet delivered to prospective purchasers of Shares, a copy of which is attached hereto as Schedule “A”.

“**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

“**U.S. Person**” as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

“**U.S. Securities Act**” means the *United States Securities Act of 1933*, as amended.

## **1.2 Gender and Number**

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

## **1.3 Currency**

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol “\$”, are expressed in Canadian dollars.

## **1.4 Subdivisions, Headings and Table of Contents**

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

## ARTICLE 2 - SCHEDULES

### 2.1 Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

|                |   |
|----------------|---|
| Schedule "A"   | Term Sheet  |
| Schedule "B"   | Certificate of Accredited Investor                                      |
| Schedule "B-1" | Risk Acknowledgment Accredited Investor                                 |
| Schedule "C"   | Risk Acknowledgment Offering Memorandum Exemption                       |
| Schedule "C-1" | Classification of Investors Under the Offering Memorandum Exemption     |
| Schedule "C-2" | Investment Limits for Investors Under the Offering Memorandum Exemption |
| Schedule "D"   | Form for Family, Friends and Business Associates Investor               |
| Schedule "E"   | Authorization of Indirect Collection of Personal Information (Ontario)  |
| Schedule "F"   | Consent To Electronic Delivery Of Documents                             |
| Schedule "G"   | Enrolment Form for Dividend Reinvestment Plan                           |
| Schedule "H"   | Enrolment Form for Direct Deposit                                       |

## ARTICLE 3 - SUBSCRIPTION

### 3.1 Subscription for the Shares

The Subscriber acknowledges that up to 50,000,000 Shares are being offered as part of this Offering. The material terms of the Shares are set out in the Term Sheet. The Shares are being offered for sale by the Corporation on a commercially reasonable "best efforts" agency basis. The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Shares from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Price which is payable as described in Section 3.2 hereto.

### 3.2 Subscription Funds

Funds representing the aggregate Subscription Price paid must be made payable, by certified cheque or bank draft in Canadian dollars, to "**M12 CAPITAL MORTGAGE INVESTMENT CORPORATION**" and delivered with this executed Subscription Agreement to the Corporation at 5975 Whittle Rd, Suite 230, Mississauga, Ontario, L4Z 3N1.

### 3.3 Acceptance and Rejection of Subscription by the Corporation

The Subscriber acknowledges and agrees that the Offering is subject to a minimum Subscription Price of **\$25,000.00** (the “**Minimum Subscription**”) for first time Subscribers of the Shares, and that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Shares, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Corporation representing the Subscription Price will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Price for that portion of the subscription for the Shares which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

- (a) By returning this Subscription Agreement the Subscriber consents to the filing by the Corporation of all documents and personal information concerning the Subscriber provided in this Subscription Agreement required by the Securities Laws.
- (b) If the Subscriber is not subscribing for the Shares on its own account and it is not a trustee or portfolio manager purchasing as trustee or agent, respectively, for accounts which are fully managed by it, each person for whom the Subscriber is acting hereunder (including each Beneficial Subscriber) must be purchasing the Shares as principal and (unless the Subscriber is an authorized agent with power to sign on behalf of the Beneficial Subscriber) must execute all documents required by the Securities Laws with respect to the Shares being acquired by each such person (including each Beneficial Subscriber) as principal. If the party signing this Subscription Agreement is signing as agent or pursuant to a power of attorney for the Subscriber, such party represents and warrants that it has authority to bind the Subscriber.
- (c) The Subscriber agrees to comply with all Securities Laws concerning the purchase of, the holding of, and the resale restrictions applicable to the Shares.

## ARTICLE 4 - CLOSING

### 4.1 Closing

Delivery and sale of the Shares and payment of the aggregate Subscription Price will be completed (the “**Closing**”) at the offices of the Corporation at 10:00 a.m. (Toronto time) (the “**Closing Time**”) on such date as will be communicated to the Subscriber by not less than one day’s written notice (the “**Closing Date**”).

### 4.2 Conditions of Closing

The Subscriber acknowledges and agrees that the obligations of the Corporation hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement, including the representations and warranties made in any schedules attached hereto, the performance or compliance in all material respects of all covenants contained in this Subscription Agreement, the receipt of all necessary regulatory approvals and the

fulfillment of the following conditions as soon as possible and in any event not later than 4:00 p.m. (Toronto time) on that day that is three business days before the Closing Date:

- (a) delivery by the Subscriber of the Subscription Price by certified cheque or bank draft in Canadian dollars payable to the Corporation;
- (b) the Subscriber having properly completed, signed and delivered this Subscription Agreement to the Corporation;
- (c) if the Subscriber is subscribing as an “Accredited Investor”, the Subscriber having properly completed, signed and delivered the Certificate of Accredited Investor set out as Schedule “B” hereto to the Corporation (including Schedule “B-1” if applicable);
- (d) if the Subscriber is subscribing under the “offering memorandum exemption”, the Subscriber having properly completed, signed and delivered the the OM Risk Acknowledgment Form set out as Schedule “C” hereto (and Schedules “C-1” and “C-2” thereto) to the Corporation;
- (e) if the Subscriber is subscribing under the “family, friends and business associates exemption, the Subscriber having properly completed, signed and delivered the risk acknowledgment form set out as Schedule “D” hereto to the Corporation; and
- (f) if the Subscriber is a resident of Ontario, the Subscriber having properly completed, signed and delivered the Authorization of Indirect Collection of Personal Information set out as Schedule “E” hereto to the Corporation.

## **ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

### **5.1 Representations, Warranties and Covenants of the Corporation**

The Corporation hereby represents and warrants to, and covenants with, the Subscriber as follows, and acknowledges that the Subscriber is relying on such representations and warranties in connection with the transactions contemplated herein. Such representations, warranties and covenants shall form an integral part of this Subscription Agreement and shall survive the closing of the purchase and sale of the Shares and continue in full force and effect for the benefit of the Subscriber.

- (a) The Corporation is now, and at the Closing Time will be, a corporation validly subsisting under the laws of the Province of Ontario.
- (b) The Corporation has all necessary corporate power, authority and capacity to enter into and carry out its obligations under this Subscription Agreement and all other agreements and instruments to be executed by the Corporation as contemplated by this Subscription Agreement.
- (c) The execution and delivery of this Subscription Agreement and such other agreements and instruments and the consummation of the transactions contemplated by this Subscription Agreement and such other agreements and instruments have been duly and validly authorized by the Corporation.

- (d) This Subscription Agreement constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms subject, however, to the customary limitations with respect to bankruptcy, insolvency or other laws affecting creditors' rights generally and to the availability of equitable remedies.
- (e) The execution and delivery of this Subscription Agreement and the compliance by the Corporation with the terms hereof will not result in any breach, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of the Corporation's constating documents or by-laws, or resolutions of the directors of the Corporation.
- (f) No approval, authorization, consent or order of, and no filing, registration or recording with, any governmental authority is required of the Corporation in connection with the execution and delivery or with the performance by the Corporation of this Subscription Agreement other than compliance with the applicable Securities Laws.

## **ARTICLE 6 - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

### **6.1 Representations, Warranties and Covenants of Subscriber**

The Subscriber hereby represents, warrants and covenants to the Corporation and acknowledges that the Corporation is relying on such representations, warranties and covenants in connection with the transactions contemplated herein (which representations, warranties and covenants shall survive the issuance of the Shares to the Subscriber):

- (a) the Subscriber is solely responsible for obtaining such tax, investment, legal and other professional advice as it considers appropriate in connection with the execution, delivery and performance by it of this Agreement and the transactions contemplated hereunder (including the resale and transfer restrictions referred to herein), and, without limiting the generality of the foregoing, the Corporation's counsel is acting solely as counsel to the Corporation and not as counsel to the Subscriber;
- (b) the Subscriber is a resident in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not used solely for the purpose of acquiring the Shares and the Subscriber was solicited to purchase the Shares solely in such jurisdiction;
- (c) if the Subscriber is resident in or otherwise subject to the laws of a province or territory of Canada, it:
  - (i) is purchasing the Shares as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares, it is resident in or otherwise subject to the laws of a province or territory of Canada, it is an "accredited investor" as defined in

National Instrument 45-106 Prospectus and Registration Exemptions (“**NI 45-106**”) by virtue of being a person, Corporation or other entity of the type indicated in the form of the Certificate of Accredited Investor attached to this Subscription Agreement as Schedule “B” (“**Certificate of Accredited Investor**”) and it has duly completed and executed, and is delivering concurrently with this Subscription Agreement, the Certificate of Accredited Investor and, if applicable in accordance with the said certificate, the risk acknowledgment form appended thereto; or

- (ii) is purchasing the Shares as agent for one or more disclosed Beneficial Subscribers and each such Beneficial Subscriber for whom it is acting hereunder is purchasing the Shares as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares, and each such principal is resident in or otherwise subject to the laws of a province or territory of Canada, is an “accredited investor” as defined in NI 45-106 by virtue of being a person, Corporation or other entity of the type indicated in the Certificate of Accredited Investor and has duly completed and executed, and is delivering concurrently with this Subscription Agreement, the Certificate of Accredited Investor and, if applicable in accordance with the said certificate, the risk acknowledgment form appended thereto; or
- (iii) is purchasing the Shares as principal for its own account and not for the benefit of any other person, and is purchasing a sufficient number of Shares so that the aggregate acquisition cost to the Subscriber will not be less than \$150,000.00 paid in cash at the time of purchase; or
- (iv) is purchasing the Shares as agent for a disclosed Beneficial Subscriber and such Beneficial Subscriber for whom the Subscriber is acting hereunder is resident in or otherwise subject to the laws of a province or territory of Canada, is purchasing the Shares as principal for its own account and not for the benefit of any other person, and is purchasing a sufficient number of Shares so that the aggregate acquisition cost to such Beneficial Subscriber is not less than \$150,000.00 paid in cash at the time of purchase; or
- (d) is purchasing the Shares as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of all or any of the Shares, it is resident in or otherwise subject to the laws of a province or territory of Canada, it is purchasing in reliance of the “offering memorandum exemption” as provided in NI 45-106 and will not have, giving effect to the subscription contemplated by this Subscription Agreement, exceed the limits set forth in Exhibit 2 to the risk acknowledgement form attached to this Subscription Agreement as Schedule “C” (“**OM Risk Acknowledgment Form**”) and it has duly completed and executed, and is delivering concurrently with this Subscription Agreement, the OM Risk Acknowledgment Form and the exhibits thereto in accordance with the instructions therein;
- (e) if the Subscriber is purchasing pursuant to Section (c)(i) hereof, the Subscriber is not a trust Corporation or trust corporation registered under the laws of the Province

of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation;

- (f) the Subscriber is purchasing the Shares for investment only and not with a view to resale or distribution of all or any of the Shares;
- (g) if the Subscriber is a resident of a province or territory of Canada and cannot otherwise satisfy any of the requirements set forth in this Section 6.1, the Subscriber is acquiring the Shares pursuant to and in compliance with an exemption from the prospectus requirements of the Securities Laws of the jurisdiction of residence and on request will provide the Corporation whether before or after the Closing Date, with evidence of such compliance;
- (h) if the Subscriber is not an individual but is a corporation, syndicate, partnership, trust, association, or any other form of unincorporated organization or organized group of persons, it has not been created solely or used solely to permit a group of persons to purchase or hold securities without the use of a prospectus by the Corporation in reliance on a prospectus exemption or to purchase securities as an “accredited investor” as described in paragraph (m) of the definition of “accredited investor” in NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Shares;
- (i) if the Subscriber is resident in, or otherwise subject to applicable securities laws of, any jurisdiction outside of Canada and the United States of America:
  - (i) is purchasing the Shares as principal for investment only and not with a view to resale or distribution of all or any of the Shares;
  - (ii) is purchasing the Shares pursuant to an exemption from prospectus and registration requirements available to it under applicable securities laws of such jurisdiction;
  - (iii) has knowledge of or has been independently advised as to and will comply with the requirements of all applicable securities laws of such jurisdiction;
  - (iv) confirms that the requirements of the securities laws in the jurisdiction of the residence of the Subscriber, does not (A) require the Corporation to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind or nature whatsoever, or (B) require the Corporation to prepare and file a prospectus or similar document or to register the Shares; and
  - (v) the Subscriber agrees that it shall deliver to the Corporation such further particulars of the exemption(s) and the Subscriber’s qualifications thereunder as the Corporation may request;
- (j) if applicable, the Subscriber has duly completed, executed and delivered to the Corporation the Certificate of Accredited Investor (dated as of the date hereof) in the form set forth in Schedule “B”, and, if applicable in accordance with the said certificate, the risk acknowledgment form appended thereto, and the information

contained therein is true and correct and will be true and correct as of the Closing Time;

- (k) if applicable, the Subscriber has duly completed, executed and delivered to the Corporation the exhibits to the OM Risk Acknowledgment Form (dated as of the date hereof) in the form set forth in Schedule "C", and the information contained therein is true and correct and will be true and correct as of the Closing Time;
- (l) the representations, warranties and covenants contained in the applicable Schedules will be true and correct both as of the date of execution of this Subscription Agreement and as of the Closing Time;
- (m) the Subscriber is neither a U.S. Person nor subscribing for the Shares for the account or benefit of a U. S. Person or for resale in the United States and the Subscriber confirms that the Shares have not been offered to the Subscriber or any such person in the United States and that this Subscription Agreement has not been signed or delivered in the United States;
- (n) the Subscriber is aware that the Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and the Subscriber will not offer, sell or otherwise dispose of the Shares in the United States or to a U.S. Person unless the Corporation has consented to such offer, sale disposition and such offer, sale or disposition is made in accordance with an exemption from the registration requirements under the U.S. Securities Act and the securities laws of all applicable states of the United States or the U.S. Securities and Exchange Commission has declared effective a registration statement in respect of such securities;
- (o) the execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Shares and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber;
- (p) the Subscriber is subscribing for the Shares as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws) or, if it is not subscribing as principal, it is subscribing:
  - (i) as trustee or agent (including, for greater certainty, a portfolio manager or comparable advisor) for a principal or principals which is or are undisclosed or identified by a account number only and in such case it acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each Beneficial Subscriber for the Shares for whom it is acting hereunder; or

- (ii) as agent for the Beneficial Subscriber disclosed on the cover page of this Subscription Agreement.
- (q) in the case of a subscription for the Shares by the Subscriber acting hereunder as trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for a principal, including a Beneficial Subscriber, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of each such beneficial person, each of whom is subscribing as principal for its own account, not for the benefit of any other person and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, such principal, and the Subscriber acknowledges that the Corporation may be required by law to disclose the identity of each such principal for whom the Subscriber is acting hereunder;
- (r) if the Subscriber is:
  - (i) a corporation, it is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Shares as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement; or
  - (ii) a partnership, syndicate or other form of unincorporated organization, it has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
  - (iii) an individual, he or she is of the full age of majority in the jurisdiction in which he or she is resident and is legally competent to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder;
- (s) there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder's fee. If any person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Shares, the Subscriber covenants to indemnify and hold harmless the Corporation with respect thereto and with respect to all costs reasonably incurred in the defence thereof;
- (t) the Subscriber is not, with respect to the Corporation or any of its affiliates, a Control Person;
- (u) if required by applicable Securities Laws, the Subscriber will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other

documents with respect to the issue of the Shares as may be required by any securities commission, stock exchange or other regulatory authority;

- (v) legal counsel, if any, is retained by the Corporation and not as counsel to the Subscriber and the Subscriber may not rely upon such counsel in any respect;
- (w) the Subscriber has been advised to consult its own legal advisors with respect to trading in the Shares and with respect to the resale restrictions imposed by the Securities Laws of the province in which the Subscriber resides and other applicable securities laws, and acknowledges that no representation has been made respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber to resell such securities, that the Subscriber is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and the Corporation is not in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws;
- (x) the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation. The Subscriber's decision to subscribe for the Shares was based solely upon the Offering Memorandum and Term Sheet attached hereto as Schedule "A" and information about the Corporation which is publicly available;
- (y) as a consequence of the sale being exempt from the prospectus requirements of the Securities Laws:
  - (i) certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Subscriber;
  - (ii) the common law may not provide investors with an adequate remedy in the event that they suffer investment losses in connection with securities acquired in a private placement;
  - (iii) the Subscriber may not receive information that would otherwise be required to be given under the Securities Laws; and
  - (iv) the Corporation is relieved from certain obligations that would otherwise apply under the applicable Securities Laws;
- (z) no person has made any written or oral representations to the Subscriber:
  - (i) that any person will resell or repurchase the Shares;
  - (ii) that any person will refund the Subscription Price; or

- (iii) as to the future price or value of the Shares;
- (aa) the Shares to be issued hereunder are not being purchased with knowledge of any material fact about the Corporation that has not been generally disclosed;
- (bb) the subscription for the Shares has not been made through or as a result of, and the distribution of the Shares is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation; and
- (cc) there are risks associated with the purchase of and investment in the Shares and the Subscriber is knowledgeable and/or experienced in business and financial matters and is capable of evaluating the merits and risks of an investment in the Shares, and fully understands the restrictions on resale on the Shares and is capable of bearing the economic risk of the investment.

## 6.2 Acknowledgments and Covenants of the Subscriber

The Subscriber acknowledges, covenants and agrees as follows:

- (a) It has received and reviewed a copy of the Offering Memorandum and Term Sheet setting out the principal terms of the Offering and its investment is based on these documents and on the information contained in the public domain.
- (b) No securities commission, agency, governmental authority, regulatory body, stock exchange or other regulatory body has reviewed or passed on the merits of the Shares nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Common Shares.
- (c) The Shares are subject to statutory resale restrictions under the Securities Laws of the province in which the Subscriber resides and under other applicable securities laws (the “**Hold Period**”), and the Subscriber covenants that it will not resell the Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and that the Corporation is not in any way responsible) for such compliance.
- (d) It understands that all certificates representing the Shares and all certificates issued in exchange therefor or in substitution or transfer thereof must bear such legend or legends regarding restrictions on transfer as required pursuant to applicable Securities Laws and which the Subscriber and any other holder of the securities will be subject to, and, more particularly, the legend will be substantially in the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE WHICH IS FOUR MONTHS AND ONE DAY AFTER THE DATE THE CORPORATION BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

- (e) Its ability to transfer the Shares is limited by, among other things, applicable Securities Laws.
- (f) The Subscriber has been independently advised as to or are aware of (i) the restrictions with respect to trading in, and the restricted period or statutory hold period applicable to, the Shares imposed by the Securities Laws of the jurisdiction in which the Subscriber resides or to which the Subscriber is subject and by the policies of any applicable stock exchange and (ii) that a suitable legend or legends will be placed on the certificates representing the Shares to reflect the applicable restricted period and statutory hold period to which the Shares are subject.
- (g) The Subscriber shall execute, deliver, file and otherwise assist the Corporation with filing all documentation required by the applicable Securities Laws to permit the subscription for the Shares.
- (h) The Corporation is relying on the representations, warranties and covenants contained herein and in the applicable schedules attached hereto to determine the eligibility of the Subscriber to subscribe for the Shares under applicable Securities Laws and the Subscriber agrees to indemnify the Corporation and each of its directors, officers, employees and agents against all losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of or arising from reliance thereon. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth in this Subscription Agreement which takes place prior to the Closing Time.
- (i) The Corporation is relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Shares pursuant to such exemption, certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber.
- (j) The Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement.
- (k) There is no government or other insurance covering the Shares.
- (l) There are risks associated with the purchase of the Shares.
- (m) The funds representing the aggregate Subscription Price in respect of the Shares (“**Subscription Funds**”) will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (for the purposes of this paragraph the “**PCMLTFA**”) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. To the best of the Subscriber’s knowledge:

- (i) none of the Subscription Funds provided by the Subscriber:
    - (A) have been or will be derived directly or indirectly from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, or
    - (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and,
  - (ii) the Subscriber will promptly notify the Corporation if it discovers that any of such representations cease to be true, and to provide the Corporation with appropriate information in connection therewith.
- (n) The Subscriber acknowledges and consents to the fact that the Corporation is collecting its personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing this Subscription Agreement. The Beneficial Subscriber acknowledges and consents to the Corporation retaining such personal information for as long as permitted or required by law or business practices. The Subscriber further acknowledges and consents to the fact that the Corporation may be required by the Securities Laws, the rules and policies of any stock exchange, or the rules of the Investment Dealers Association of Canada to provide regulatory authorities with any personal information provided in this Subscription Agreement. The Subscriber represents and warrants, as applicable, that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each person for whom it is acting hereunder. In addition to the foregoing, the Subscriber agrees and acknowledges that the Corporation may use and disclose the personal information of the Subscriber as follows:
- (i) for internal use with respect to managing the relationships between and contractual obligations of the Corporation and the Subscriber;
  - (ii) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency;
  - (iii) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;
  - (iv) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
  - (v) disclosure to professional advisers of the Corporation in connection with the performance of their professional services;
  - (vi) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with prior written consent of the Subscriber;

- (vii) disclosure to a court determining the rights of the parties under this Subscription Agreement; or
  - (viii) for use and disclosure as otherwise required or permitted by law.
- (o) If the Subscriber is a resident of the Province of Ontario, it authorizes the indirect collection of personal information (as defined in the Securities Laws of the Province of Ontario) by the Ontario Securities Commission and confirm that it has been notified by the Corporation:
- (i) that the Corporation will be delivering such personal information to the Ontario Securities Commission;
  - (ii) that such personal information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in the Securities Laws of the Province of Ontario;
  - (iii) that such personal information is being collected for the purpose of the administration and enforcement of the Securities Laws of the Province of Ontario; and
  - (iv) that the title, business address and business telephone number of the public official in the Province of Ontario who can answer questions about the Ontario Securities Commission's indirect collection of personal information is as follows:

Administrative Assistant to the Director of Corporate Finance  
Ontario Securities Commission  
Suite 1903, Box 55, 20 Queen Street West  
Toronto, Ontario M5H 2S8  
Telephone: 416-593-8086

- (p) The Shares are redeemable on the terms set forth in the Offering Memorandum attached as Schedule "A". The Subscriber acknowledges that the Shares are not redeemable for twelve months after issuance without express authorization from the Corporation. The Subscriber acknowledges that the "Redemption Price" (as defined in the Offering Memorandum) for the Shares will be reduced:
- (i) in the case the Corporation authorizes redemption of the Shares within twenty-four (24) months after issuance, the Class F Preferred Shares, by:
    - (A) 5.00% of the Redemption Price if such Shares are redeemed within the first twelve (12) months following the Closing at which such Class F Preferred Shares were subscribed for, following which, an early redemption fee shall apply being 1.00% of the Redemption Price, if such Shares are redeemed after the first twelve (12) months but prior to the first twenty-four (24) months following Closing of the Shares.

### **6.3 Reliance on Representations, Warranties, Covenants and Acknowledgements**

The Subscriber acknowledges and agrees that the foregoing representations and warranties and those made in the Certificate of Accredited Investor executed by the Subscriber attached as Schedule “B”, in the Information Sheet attached as Schedule “F”, and/or in the OM Risk Acknowledgment Form attached as Schedule “C”, as applicable, are made by it with the intention that they may be relied upon by the Corporation and its counsel in determining its eligibility to purchase the Shares under applicable securities laws and rules. The Subscriber further agrees that by accepting delivery of the Shares, it shall be representing and warranting that the foregoing representations and warranties are true and correct as at that date with the same force and effect as if they had been made by the Subscriber at that date and that they shall survive the purchase by the Subscriber of the Shares and still continue in full force and effect notwithstanding any subsequent disposition by the Subscriber of the Shares. The Corporation and its counsel shall be entitled to rely on the representations and warranties of the Subscriber contained in this paragraph and Schedule “B”, Schedule “C” and/or Schedule “E”, as applicable, and the Subscriber agrees to indemnify and hold harmless the Corporation and its counsel and each of their respective directors and officers for any loss, costs, claims, expenses or damages any of them may suffer as a result of any misrepresentations contained herein. The Subscriber undertakes to immediately notify the Corporation pursuant to Section 9.2, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

## **ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS**

### **7.1 Survival of Representations, Warranties and Covenants of the Corporation**

The representations, warranties and covenants of the Corporation contained in this Subscription Agreement will survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, will continue in full force and effect for the benefit of the Subscriber for a period of 18 months following the Closing Date.

### **7.2 Survival of Representations, Warranties and Covenants of the Subscriber**

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement will survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation with respect thereto and notwithstanding any subsequent disposition by the Subscriber of any of the Shares and will continue in full force and effect for the benefit of the Corporation for a period of 18 months following the Closing Date.

## **ARTICLE 8 - COMMISSION**

### **8.1 Commission**

The Subscriber understands that in connection with the issue and sale of the Shares that no other fees or commissions are payable by the Corporation in connection with the sale of the Shares.

## ARTICLE 9 - MISCELLANEOUS

### 9.1 Further Assurances

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

### 9.2 Notices

- (a) Any notice, direction or other instrument required or permitted to be given to any party hereto will be in writing and will be sufficiently given if delivered personally, or transmitted by facsimile tested prior to transmission to such party, as follows:

- (i) in the case of the Corporation, to:

M12 Capital Mortgage Investment Corporation  
5975 Whittle Rd, Suite 230  
Mississauga, Ontario  
L4Z 3N1

Attention: George Moutsouroufis  
Fax 1-866-273-5436

- (ii) in the case of the Subscriber, the address specified on the face page hereof,
- (b) any such notice, direction or other instrument, if delivered personally, will be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, will be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument will be deemed to have been given and received on the first Business Day next following the day of such transmission.
- (c) Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

### 9.3 Time of the Essence

Time shall be of the essence of this Subscription Agreement and every part hereof.

#### **9.4 Costs and Expenses**

All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

#### **9.5 Applicable Law**

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.

The laws of the Province of Ontario and the laws of Canada applicable therein, excluding conflicts of law rules, will govern all matters arising under this Subscription Agreement and the parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

#### **9.6 English Language**

Each of the parties hereby acknowledges that it has consented and requested that all documents evidencing or relating in any way to the Shares and this Subscription Agreement be drawn in the English language only. Les parties reconnaissent par les présentes avoir consenti et demandé que tous les documents faisant foi ou se rapportant de quelque manière à la présente convention et à la vente des actions ordinaires soient rédigés en anglais seulement.

#### **9.7 Entire Agreement**

This Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

#### **9.8 Counterparts**

This Subscription Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same Subscription Agreement. Counterparts may be delivered either in original or mailed form and the parties adopt any signature received by a receiving computer as original signatures of the parties.

#### **9.9 Assignment**

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other party hereto.

## **9.10 Enurement**

This Subscription Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

## SCHEDULE "A"

### TERM SHEET

#### M12 CAPITAL MORTGAGE INVESTMENT CORPORATION

##### Private Placement of Class F Preferred Shares Maximum \$50,000,000

|                                |   |
|--------------------------------|---|
| <b>ISSUER:</b>                 | M12 Capital Mortgage Investment Corporation<br>(the "Corporation").   |
| <b>ISSUE:</b>                  | Class F Preferred Shares  |
| <b>PRICE:</b>                  | \$1.00/share  |
| <b>AMOUNT:</b>                 | <b>Maximum Offering, \$50,000,000 (no minimum offering).<br/>Minimum First Time Investment Amount, \$25,000.</b>  |
| <b>HOLD PERIOD:</b>            | The Shares will be subject to a (potentially indefinite) hold period under securities laws until four months and one day after the Corporation becomes a reporting issuer in any province or territory. |
| <b>OFFERING JURISDICTIONS:</b> | The offering jurisdictions for the Offering will be the provinces and territories of Canada.  |
| <b>CONDITIONS:</b>             | Subject to compliance with all regulatory consents and receipt of all necessary regulatory approvals.   |
| <b>CLOSING:</b>                | The closing date shall be such date as determined by the Corporation provided that not less than one day's notice is provided to the subscribers (" <b>Closing Date</b> ").                             |

## SCHEDULE "C" FORM 45-106F4

**RISK ACKNOWLEDGEMENT****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  | Your Initials |
|---|---------------|
| <p><b>Risk of loss</b></p> <p>You could lose your entire investment of \$ _____. [Instruction: Insert the total dollar amount of the investment.]</p>   |               |
| <p><b>No approval</b></p> <p>No securities regulatory authority or regulator has evaluated or approved the merits of these securities or the disclosure in the offering memorandum.</p>   |               |
| <p><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.</p>  |               |
| <p><b>You are buying Exempt Market Securities</b></p> <p>They are called exempt market securities 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). Exempt market securities are more risky than other securities.</p>   |               |
| <p><b>The securities you are buying are not listed</b></p> <p>The securities you are buying are not listed on any stock exchange, and they may never be listed.</p>   |               |
| <p><b>The issuer of your securities is a non-reporting issuer</b></p> <p>A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.</p> <p>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>.</p> |               |
| <p><b>Total investment</b> – You are investing \$ _____ (total consideration) in total; this includes any amount you are obliged to pay in future. M12 Capital Mortgage Investment Corporation will pay \$ _____ (amount of fee or</p>  |               |

|   |       |
|---|-------|
| commission) of this to _____ (name of person selling the securities) 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: |
| [Instruction: Sign 2 copies of this document. Keep one copy for your records.]  |       |

## 2. Salesperson information

Below information must be completed by the salesperson

|   |        |
|---|--------|
| 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, a registrant or a person who is exempt from the registration requirement. |        |
| First and last name of salesperson (print):   |        |
| Telephone:  | Email: |
| Name of firm:   |        |

## 3. Additional information

The issuer must complete the required information in this section before giving the form to the purchaser

**You have 2 business days to cancel your purchase.** To do so, send a notice to M12 Capital 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 M12 Capital Mortgage Investment Corporation at its business address. Keep a copy of the notice for your records.

Issuer Name and Address:

**M12 CAPITAL MORTGAGE INVESTMENT CORPORATION**

5975 Whittle Rd, Suite 230, Mississauga, Ontario, L4Z 3N1

Email: [george@m12mic.com](mailto:george@m12mic.com)

For more information on the *exempt market*, call your local securities regulatory authority or regulator.

ALBERTA SECURITIES COMMISSION  
Suite 600, 250 – 5<sup>th</sup> Street SW.  
Calgary, Alberta  
T2P 0R4  
(403) 297-6454  
[www.albertasecuritiescommission.com](http://www.albertasecuritiescommission.com)

MANITOBA SECURITIES COMMISSION  
500 – 400 Street, Mary Avenue  
Winnipeg, Manitoba  
R3C 4W5  
(204) 945-2548  
[www.msc.gov.mb.ca](http://www.msc.gov.mb.ca)

BRITISH COLUMBIA SECURITIES  
COMMISSION  
701 West Georgia Street  
Vancouver, British Columbia  
V7Y 1L2  
(604) 899-6500  
[www.bcsc.bc.ca](http://www.bcsc.bc.ca)

ONTARIO SECURITIES COMMISSION  
20 Queen Street, West, Suite 1903  
Toronto, Ontario  
M5H 3S8  
(416) 593-8314  
[www.osc.gov.on.ca](http://www.osc.gov.on.ca)

SASKATCHEWAN SECURITIES  
COMMISSION  
Suite 601, 1919 Saskatchewan Drive  
Regina, Saskatchewan  
S4P 4H2  
(306) 787-5645  
[www.sfsc.gov.sk.ca/](http://www.sfsc.gov.sk.ca/)

**Schedule “C-1”**  
**Classification of Investors Under the Offering Memorandum Exemption**

**Instructions:** This schedule must be completed together with the Risk Acknowledgement Form in Schedule “C” and Schedule “C-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, Québec and Saskatchewan.

| <b>How you qualify to buy securities under the offering memorandum exemption</b>   |  |                      |
|--|--|----------------------|
| Initial the statement under A, B, C or D containing the criteria that applies to you. (You may initial more than one statement.) If you initial a statement under B or C, you are not required to complete A.  |  |                      |
| <b>A. You are an eligible investor because:</b>  |  | <b>Your initials</b> |
| <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.)  |                      |
| <b>B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the <i>Securities Act</i> (Ontario), because:</b> |  | <b>Your initials</b> |
| <b>ACCREDITED INVESTOR</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 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 \$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.)  |                      |

| <b>C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because:</b> |  | <b>Your initials</b> |
|---|--|----------------------|
| <b>FAMILY, FRIENDS AND BUSINESS ASSOCIATES</b>  | <p>You are:</p> <p style="margin-left: 20px;">1) <i>[check all applicable boxes]</i></p> <p style="margin-left: 40px;"> <input type="checkbox"/> a director of the issuer or an affiliate of the issuer<br/> <input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer<br/> <input type="checkbox"/> a control person of the issuer or an affiliate of the issuer<br/> <input type="checkbox"/> a founder of the issuer                 </p> <p style="margin-left: 20px;">OR</p> <p style="margin-left: 20px;">2) <i>[check all applicable boxes]</i></p> <p style="margin-left: 40px;"> <input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above<br/><br/> <input type="checkbox"/> trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above                 </p> |                      |
|   | <p>You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer:</p> <p>_____.</p> <p>You are the _____ of that person or that person's spouse. <i>[Instruction: To qualify for this investment, you must be (a) the spouse of the person listed above or (b) the parent, grandparent, brother, sister, child or grandchild of that person or that person's spouse.]</i></p>   |                      |
|   | <p>You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer:</p> <p>_____.</p> <p>You have known that person for _____ years.</p>  |                      |
|   | <p>You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i>, who holds the following position at the issuer or an affiliate of the issuer:</p> <p>_____.</p> <p>You have known that person for _____ years.</p>  |                      |
|   | <p>_____</p>   |                      |

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

**Schedule “C-2”**  
**Investment Limits for Investors Under the Offering Memorandum Exemption**

**Instructions:** This schedule must be completed together with the Risk Acknowledgement Form in Schedule “C” and Schedule “C-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, Québec and Saskatchewan.

|  |
|--|
| <b>SECTION 1 TO BE COMPLETED BY THE PURCHASER</b>  |
| <b>1. Investment limits you are subject to when purchasing securities under the offering memorandum exemption</b>  |
| 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 “C-1”. Initial the statement that applies to you. |

| <b>A. You are an eligible investor.</b> |   | <b>Your initials</b> |
|---|---|----------------------|
| <b>ELIGIBLE INVESTOR</b>                | <p>As an eligible investor that is an individual, you cannot invest more than <b>\$30,000</b> 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 “C-2”, that your investment is suitable.</p> <p>Initial one of the following statements:</p>                          |                      |
|   | <p>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>  |                      |
|   | <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> |                      |

|  |  |                      |
|--|--|----------------------|
| <b>B. You are an eligible investor, as a person described in section 2.3 [Accredited investor] of NI 45-106 or, as applicable in Ontario, subsection 73.3 of the Securities Act (Ontario).</b>     |  | <b>Your initials</b> |
| <b>ACCREDITED INVESTOR</b>   | You acknowledge that, by qualifying as an eligible investor as a person described in section 2.3 [Accredited investor], you are not subject to investment limits.  |                      |
| <b>C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106.</b>   |  | <b>Your initials</b> |
| <b>FAMILY, FRIENDS AND BUSINESS ASSOCIATES</b>   | You acknowledge that, by qualifying as an eligible investor as a person described in section 2.5 [Family, friends and business associates], you are not subject to investment limits.  |                      |
| <b>D. You are not an eligible investor.</b>  |  | <b>Your initials</b> |
| <b>NOT AN ELIGIBLE INVESTOR</b>  | You acknowledge that you cannot invest more than <b>\$10,000</b> in all offering memorandum exemption investments made in the previous 12 months.<br><br>You confirm that, after taking into account your investment of \$_____ today in this issuer, you have not exceeded your investment limit of \$10,000 in all offering memorandum exemption investments made in the previous 12 months. |                      |
| <b>SECTION 2 TO BE COMPLETED BY THE REGISTRANT</b>   |  |                      |
| <b>2. Registrant information</b>   |  |                      |
| <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 and last name of registrant (please print):  |  |                      |
| Registered as: Dealing Representative  |  |                      |
| Telephone:   |  | Email:               |
| Name of firm:  |  |                      |
| Date:  |  |                      |

**SCHEDULE “D” FORM 45-106F12**

**FORM FOR FAMILY, FRIENDS AND BUSINESS ASSOCIATES INVESTORS**

|  |   |
|--|---|
| <b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER:</b>  |   |
| <b>1. About your investment</b>  |   |
| Type of securities: Class F Preferred shares   | Issuer: M12 Capital Mortgage Investment Corporation |
| Purchased from: Issuer   |   |
| <b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>  |   |
| <b>2. Risk acknowledgement</b>   |   |
| This investment is risky. Initial that you understand that:  | <b>Your initials</b>                                |
| <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. The information you receive may be limited to the information provided to you by the family member, friend or close business associate specified in section 3 of this form.   |   |
| <b>3. Family, friend or business associate status</b>  |   |
| You must meet at least <b>one</b> 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 5, can help you if you have questions about whether you meet these criteria.  | <b>Your initials</b>                                |
| <p>A. You are:</p> <p>1. <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a director of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> an executive officer of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a control person of the issuer or an affiliate of the issuer</p> <p><input type="checkbox"/> a founder of the issuer</p> <p><b>OR</b></p> <p>2. <i>[check all applicable boxes]</i></p> <p><input type="checkbox"/> a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> <p><input type="checkbox"/> a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are (i) individuals listed in (1) above and/or (ii) family members, close personal friends or close business associates of individuals listed in (1) above</p> |   |

|  |  |
|--|--|
| <p>B. You are a family member of _____ <i>[Instruction: Insert the name of the person who is your relative either directly or through his or her spouse]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You are the _____ of that person or that person's spouse.</p> <p><i>[Instruction: To qualify for this investment, the person listed above must be (a) your spouse or (b) your or your spouse's parent, grandparent, brother, sister, child or grandchild.]</i></p> |  |
| <p>C. You are a close personal friend of _____ <i>[Instruction: Insert the name of your close personal friend]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>  |  |
| <p>D. You are a close business associate of _____ <i>[Instruction: Insert the name of your close business associate]</i>, who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>  |  |

|  |                    |
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| <b>4. Your name and signature</b>  |                    |
| <p>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. You also confirm that you are eligible to make this investment because you are a family member, close personal friend or close business associate of the person identified in section 5 of this form.</p> |                    |
| <p>First and last name (please print): _____</p>   |                    |
| <p>Signature: X _____</p>  | <p>Date: _____</p> |

|  |                     |
|--|---------------------|
| <b>SECTION 5 TO BE COMPLETED BY THE PERSON WHO CLAIMS THE CLOSE PERSONAL RELATIONSHIP</b>  |                     |
| <b>5. Contact person at the Issuer or an affiliate of the Issuer information</b>   |                     |
| <p><i>[Instruction: To be completed by the director, executive officer, control person or founder with whom the purchaser has a close personal relationship indicated under sections 3B, C or D of this form.]</i></p>   |                     |
| <p>By signing this form, you confirm that you have, or your spouse has, the following relationship with the purchaser: <i>[check the box that applies]</i></p> <p style="text-align: center;"> <input type="checkbox"/> family relationship as set out in section 3B of this form<br/> <input type="checkbox"/> close personal friendship as set out in section 3C of this form<br/> <input type="checkbox"/> close business associate relationship as set out in section 3D of this form         </p> |                     |
| <p>First and last name of contact person (please print): _____</p>   |                     |
| <p>Telephone: _____</p>  | <p>Email: _____</p> |
| <p>Signature: X _____</p>  | <p>Date: _____</p>  |

## **SCHEDULE “E”**

### **AUTHORIZATION OF INDIRECT COLLECTION OF PERSONAL INFORMATION FOR DISTRIBUTION IN ONTARIO**

The undersigned purchaser (the “Subscriber”) of Class F Preferred shares (the “Securities”) of M12 Capital Mortgage Investment Corporation (the “Issuer”) hereby confirms that it has been notified by the Issuer of the following:

1. The Issuer will be providing the following information to the Ontario Securities Commission:

- (i) the full name, residential address and telephone number of the Subscriber;
- (ii) the number and type of Securities purchased by the Subscriber;
- (iii) the total purchase price for the Securities;
- (iv) the statutory exemption relied upon by the Issuer; and
- (v) the date of distribution of the Securities.

Collectively, the information described in 1(i) through (v) is called the “Information”.

2. The Information is being collected indirectly by the Ontario Securities Commission under the authority granted to it in securities legislation.

3. The Information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario.

4. The title, business address and business telephone number of the public official in Ontario who can answer questions about the Ontario Securities Commission’s indirect collection of information is:

Ontario Securities Commission  
20 Queen Street West, 20<sup>th</sup> Floor  
Toronto, Ontario M5H 3S8  
Telephone: 1-877-785-1555  
Facsimile: 416-593-3693  
Email: [inquiries@osc.gov.on.ca](mailto:inquiries@osc.gov.on.ca)  
Public official contact regarding indirect collection of information:  
Manager to the Director of Corporate Finance  
Telephone (416) 593-8052

5. The Subscriber authorizes the indirect collection of the Information by the Ontario Securities Commission and authorizes the Issuer to provide the Information to the Ontario Securities Commission as is required by National Instrument 45-106 *Prospectus and Registration Exemptions*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Subscriber (please print)

by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Official Capacity or Title (please print)

**SCHEDULE "F"**

**CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS**

1. I, the undersigned Subscriber, consent to receiving all documents of **M12 CAPITAL MORTGAGE INVESTMENT CORPORATION** (the "Issuer") to which I am entitled, electronically rather than by mail. I understand the documents I am entitled to receive are determined by the class of Shares I hold and may include:
  - Transaction statements;
  - Quarterly account statements; and
  - Other information about the Issuer.
2. I understand and agree that the documents I am entitled to receive will be sent to me at my e-mail address set out below.
3. I acknowledge that access to the Internet, e-mail and the worldwide web is required in order to access a document electronically and I confirm that I have such access and I have the ability to access, view, download, and print documents from my computer, including documents in Adobe's Portable Document Format (PDF). (The Adobe Acrobat Reader software is required to view a document in PDF format and is available free of charge from Adobe's website at [www.adobe.com](http://www.adobe.com).)
4. I understand that I may revoke or modify my consent to receive documents electronically; that I may change my e-mail address to which documents are delivered; or request a paper copy of a document for which I have consented to electronic delivery by sending in such notification or request:
  - (a) by email to: [george@m12mic.com](mailto:george@m12mic.com), with return confirmation receipt by email from the Issuer.
5. I understand and agree that at any time and without giving me advance notice, the Issuer may elect not to send me a document electronically, in which case a paper copy of the document will be mailed to me.
6. I understand I am not required to consent to electronic delivery.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Shareholder, (please indicate if signing on behalf of a corporation/trust or other)

\_\_\_\_\_  
Email of Shareholder

**SCHEDULE "G"**  
**ENROLMENT FORM FOR DIVIDEND REINVESTMENT PLAN**

**TO: M12 CAPITAL MORTGAGE INVESTMENT CORPORATION** (the "Corporation")

By signing this form, the undersigned requests enrolment in the Corporation's Dividend Reinvestment Plan to have all dividends reinvested in additional Class F Preferred Shares in the capital of the Corporation. The undersigned acknowledges having received and read a copy of the Corporation's policy regarding the Dividend Reinvestment Plan and agrees that participation in the Plan will be subject to the disclosure regarding same set out in the said offering memorandum. The undersigned also acknowledges that this authorization to enroll Class F Preferred Shares will remain in effect until the undersigned notifies the Corporation in writing in accordance with the applicable provisions of said Plan.

DATE: \_\_\_\_\_

Shareholder Signature:

Name in which the Corporation's Class F Preferred Shares are registered:

\_\_\_\_\_  
Please Print

Telephone Numbers:

Address:

Residence: \_\_\_\_\_

Work: \_\_\_\_\_

**Completing and Returning the Form**

Please print clearly. When a registered shareholder has completed this enrolment form, it should be returned to the Corporation at the following address:

**M12 CAPITAL MORTGAGE INVESTMENT CORPORATION**

5975 Whittle Road, Unit 230, Mississauga, Ontario, L4Z 3N1

T: 416-778-1914

Email: [george@m12mic.com](mailto:george@m12mic.com)

**SCHEDULE "H"**  
**ENROLMENT FORM FOR DIRECT DEPOSIT**

By signing this form, the undersigned agrees to have dividends accrued on Class F Preferred Shares of M12 CAPITAL MORTGAGE INVESTMENT CORPORATION (the "Corporation") directly deposited to the bank account specified below.

This authorization shall remain in effect until the Corporation has received written notification of its change or termination. This notification must be received at least ten (10) business days before the next scheduled deposit at:

**M12 CAPITAL MORTGAGE INVESTMENT CORPORATION**

5975 Whittle Road, Unit 230, Mississauga, Ontario, L4Z 3N1

T : 416-778-1914

Or by Email at: [george@m12mic.com](mailto:george@m12mic.com), with confirmation receipt by email from the Corporation.

Dividends will continue to be paid on a monthly or quarterly basis.

**Investor Information** (Please Print Clearly)

Name (s) \_\_\_\_\_

Address \_\_\_\_\_

Phone/ Email \_\_\_\_\_

These services are for (check one)  Personal  Business

**Bank Account Information** (Please attach "Void" cheque)

\_\_\_\_\_  
Financial Institution Number

\_\_\_\_\_  
Branch/Transit Number

\_\_\_\_\_  
Account Number

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

\_\_\_\_\_  
Branch Address

\_\_\_\_\_  
Signature of account holder

\_\_\_\_\_  
Signature of joint account holder (if applicable)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date