



# APMIC

Subscription Agreement  
For Class "B" non-voting  
Shares

No: \_\_\_\_\_

**TO: AP Capital Mortgage Investment Corporation** (the "Corporation" or the "Issuer")

The undersigned (the "Subscriber") irrevocably subscribes for and agrees to purchase the number of Class "B" non-voting Common Shares (each, a "Share") of the Corporation set out below, at a price of \$100.00 per Share for the aggregate subscription price (the "Purchase Price") set out below, upon and subject to the terms and conditions set out in "Terms and Conditions of Subscription for Shares of AP Capital Mortgage Investment Corporation", attached to this page as Appendix A (this cover page and the attached Appendix A, with the schedules and certificates appended thereto, together being referred to as the "Subscription Agreement"). The certificates representing the Shares should be registered and delivered as indicated below. The minimum subscription amount is \$10,000 and consequently subscriptions for less than this amount may not be accepted by the Corporation. By executing this Subscription Agreement, the Subscriber hereby accepts the terms and conditions contained herein and confirms that the representation and warranties made by the Subscriber in this Subscription Agreement are true and correct.

| 1: Plan Type   | 2: Investment Amount  | 3: Dividend Election   |
|--|---|--|
| <input type="checkbox"/> Registered (e.g. RRSP: _____)<br><br><input type="checkbox"/> Open / Cash | _____<br>Number of Shares (@ \$100/share)<br><br>\$ _____<br>Aggregate Price (minimum \$10,000) | <input type="checkbox"/> Distributions in Cash<br><br><input type="checkbox"/> Distribution Re-Investment (DRIP) |

**4A: Subscriber Information**

Mr.     Mrs.     Miss     Ms.     Dr.     Corporate (Include Corp Search)

\_\_\_\_\_

Full Legal Name of Subscriber

\_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Home Telephone \_\_\_\_\_ Business Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Social Insurance Number (SIN) \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Business Number (if corporate) \_\_\_\_\_ Capacity or Title of Authorized Signatory (if corporate) \_\_\_\_\_

**4B: Joint Subscriber Information**

Mr.     Mrs.     Miss     Ms.     Dr.     Corporate

\_\_\_\_\_

Full Legal Name of Joint Subscriber

\_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_

Home Telephone \_\_\_\_\_ Business Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

\_\_\_\_\_

Social Insurance Number (SIN) \_\_\_\_\_ Please initial if joint with right of survivorship is desired (both subscribers) \_\_\_\_\_

**5: Registration (This section is required for Registered investors)**

\_\_\_\_\_

Name of Registrant (i.e. <Trust Company Name> ITF <SubscriberLastName\_SubscriberFirstName> \_\_\_\_\_ Subscriber's account or plan number \_\_\_\_\_

\_\_\_\_\_

Address of Registrant \_\_\_\_\_ City of Registrant \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

\_\_\_\_\_

Trustee or Company \_\_\_\_\_ Telephone Number \_\_\_\_\_ Contact Name \_\_\_\_\_

| 6: Dealer / Rep Code (if applicable) | 7: Dealer / Representative Name |
|--------------------------------------|---------------------------------|
|--------------------------------------|---------------------------------|

|   |  |
|---|--|
| _____<br>Dealer Code      Representative Code | Dealer: _____<br>Representative: _____ |
|---|--|

**8: Subscriber(s) Signature**

I have received and reviewed the AP Capital Mortgage Investment Corporation's Offering Memorandum dated \_\_\_\_\_ (the "Offering Memorandum").

X \_\_\_\_\_ X \_\_\_\_\_ / / \_\_\_\_\_

Subscriber (or authorized signatory of subscriber)      Joint Subscriber (if applicable)      Date of Signature (mm/dd/yyyy)

**ACCEPTANCE**

The above-mentioned Subscription Agreement in respect of the Shares is hereby accepted by the Corporation.

DATED at \_\_\_\_\_, on \_\_\_\_\_.

**AP CAPITAL MORTGAGE INVESTMENT CORPORATION**

Per: \_\_\_\_\_  
Authorized Signatory

## AP CAPITAL MORTGAGE INVESTMENT CORPORATION

### PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT (SHARES – NON-REPORTING ISSUER)

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES ARE SUBJECT TO A HOLD PERIOD IN ALL OF THE PROVINCES OF CANADA AND MAY NOT BE TRADED IN ANY OF THE PROVINCES OF CANADA EXCEPT AS PERMITTED BY APPLICABLE SECURITIES LEGISLATION.

#### INSTRUCTIONS TO SUBSCRIBER

1. After reviewing the terms and conditions of this Subscription Agreement, the Subscriber must complete (including, where applicable, ticking boxes and initialling), sign, and return copies of all applicable schedules, appendices, acknowledgements and certificates to AP Capital Mortgage Investment Corporation (the “Corporation”), or as the Corporation may direct, including any further documentation as may be required by the Corporation to confirm the eligibility of the Subscriber under applicable securities laws.
2. Subscribers resident in British Columbia and relying on the “offering memorandum” exemption to the prospectus requirement in section 2.9 of National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) (the “**Offering Memorandum Exemption**”) must complete and sign two copies of the Risk Acknowledgement Form attached as Schedule A hereto.
3. Subscribers resident in Manitoba and relying on the Offering Memorandum Exemption: (i) must complete and sign two copies of the Risk Acknowledgement Form attached as Schedule A hereto, and (ii) if investing more than \$10,000, must also complete and sign the Eligible Investor Questionnaire attached as Schedule B hereto.
4. Subscribers resident in Alberta, Ontario or Saskatchewan and relying on the Offering Memorandum Exemption must: (i) complete and sign two copies of the Risk Acknowledgement Form attached as Schedule A hereto; and (ii) if the Subscriber is an individual, complete two copies of Schedule 1 and Schedule 2 attached to the Risk Acknowledgement Form attached as Schedule A hereto. Subscribers investing more than \$10,000 in a 12 month period must meet the definition of “Eligible Investor”. Subscribers investing more than \$30,000 (but not more than \$100,000) in a 12 month period must meet the definition of “Eligible Investor” and have received suitability advice with respect to the investment from a portfolio manager, investment dealer or exempt market dealer. These limits do not apply to accredited investors (as defined in NI 45-106 or the Securities Act (Ontario)) or persons described in section 2.5 of NI 45-106 (however, such investors must complete Schedule 1 and Schedule 2 attached to the Risk Acknowledgement Form attached as Schedule A hereto).
5. Subscribers purchasing under the “accredited investor” exemption to the prospectus requirement in section 2.3 of NI 45-106 or section 73.3(2) of the Securities Act (Ontario) (the “**Accredited Investor Exemption**”) must complete and sign: (i) the Accredited Investor Certificate attached as Schedule C hereto; and (ii) if applicable, the Risk Acknowledgment Form for Individual Accredited Investors attached as Schedule 1 to the Accredited Investor Certificate attached as Schedule C hereto. In order for the Corporation to satisfy its obligations under applicable Canadian securities laws, the Subscriber may be required to provide additional evidence to verify the information provided in the Accredited Investor Certificate attached as Schedule C hereto.
6. Subscribers purchasing under the “minimum investment” exemption (\$150,000) to the prospectus requirement in section 2.10 of NI 45-106 (the “**Minimum Investment Exemption**”), that are not individuals (as defined in applicable Canadian securities laws), must complete and sign the Minimum Investment Certificate attached as Schedule D hereto.

**PROCEDURE AND DELIVERY**

Subscription Agreements (including schedules, appendices, certificates and acknowledgements, as applicable) should be completed, signed and delivered with payment for the full amount of the subscription proceeds, payable to “AP Capital Mortgage Investment Corporation”.

Cheque: Personal or Certified. Money Order or Bank Draft accepted. Investments with Registered funds come via Trustee.

AP CAPITAL MORTGAGE INVESTMENT CORPORATION  
1795 – 555 Burrard Street  
Vancouver, British Columbia V7X 1M9  
Attention: Investor Relations  
Email: [investor@apcapital.ca](mailto:investor@apcapital.ca)

## Appendix "A"

### **1. Subscription**

- 1.1 The Subscriber hereby irrevocably subscribes for and agrees to purchase that number of Shares as shown in section 2 of the cover page to this Subscription Agreement, having an acquisition cost per Share as shown on the cover page to this Subscription Agreement, for the aggregate Purchase Price shown in section 2 of the cover page to this Subscription Agreement, which is tendered herewith, on the basis of the representations and warranties and subject to the terms and conditions set forth in this Subscription Agreement (collectively, the "**Subscription**"). The Shares are those described as such in the Corporation's most recent Offering Memorandum (the "**Offering Memorandum**"), as may be amended, restated or updated from time to time.
- 1.2 The Subscriber acknowledges that the Shares have been offered to the Subscriber as part of an offering by the Corporation of additional Shares to other subscribers.
- 1.3 All dollar amounts referred to in this Subscription Agreement, including the schedules, appendices, acknowledgements and certificates attached hereto, are in lawful money of Canada, unless otherwise indicated.
- 1.4 Subject to the terms hereof, the Subscription will be effective upon its acceptance by the Corporation. The Subscriber acknowledges and agrees that this Subscription Agreement and any other documents delivered in connection herewith will be held by or on behalf of the Corporation, and that the aggregate price will be held by or on behalf of the Corporation. In the event that this Subscription is not accepted by the Corporation for whatever reason, which the Corporation expressly reserves the right to do, the Corporation will return the aggregate price to the Subscriber at the address of the Subscriber as set forth on the cover page of this Subscription Agreement, or as otherwise directed by the Subscriber, without interest or deduction. If this Subscription is accepted only in part, the Subscriber understands that a cheque representing the portion of the aggregate price for that portion of the Subscription that is not accepted will be promptly delivered to the Subscriber at the address of the Subscriber as set forth on the cover page of this Subscription Agreement, or as otherwise directed by the Subscriber, without interest or deduction.

### **2. Payment for Shares**

- 2.1 The aggregate price as set forth on the cover page of this Subscription Agreement must accompany this Subscription and will be paid by certified cheque, money order, bank draft or wire transfer and payable to "AP CAPITAL MORTGAGE INVESTMENT CORPORATION", or payable in such other manner as may be specified by the Corporation.

### **3. Securities Laws Exemption Matters and Deliveries**

- 3.1 The Subscriber acknowledges that the Corporation intends to issue the Shares in reliance on an exemption (the "**Exemption**") from the prospectus requirements of the applicable securities laws and regulations (collectively, the "**Legislation**") in all jurisdictions relevant to this Subscription, and, as a consequence, the Subscriber will not be entitled to use most of the civil remedies available under the Legislation and the Subscriber will not receive information that would otherwise be required to be provided to the Subscriber pursuant to the Legislation.
- 3.2 The Subscriber agrees to provide the Corporation with such information and to execute and deliver to the Corporation such securities forms as the Corporation may require, and such other undertakings, questionnaires and other documents as the Corporation may request in order to enable it to determine the availability of an Exemption, including the following:
  - (a) one completed and executed copy of this Subscription Agreement;

- (b) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of British Columbia:
  - (i) the Risk Acknowledgement Form attached as Schedule A hereto;
- (c) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of Manitoba:
  - (i) the Risk Acknowledgement Form attached as Schedule A hereto, and
  - (ii) if the Subscriber is investing more than \$10,000 pursuant to the Offering Memorandum Exemption, the Eligible Investor Questionnaire attached as Schedule B hereto;
- (d) if the Subscriber is relying on the Offering Memorandum Exemption and the Subscriber is resident in or otherwise subject to the securities laws of Alberta, Ontario or Saskatchewan:
  - (i) the Risk Acknowledgement Form attached as Schedule A hereto, and
  - (ii) if the Subscriber is an individual and investing more than \$10,000 in a 12 month period pursuant to the Offering Memorandum Exemption, Schedule 1 and Schedule 2 attached to the Risk Acknowledgement Form attached as Schedule A hereto, and, if applicable, subject to the investment limits described in such schedules;
- (e) if the Subscriber is relying on the Accredited Investor Exemption and the Subscriber is resident in or otherwise subject to the securities laws of British Columbia, Alberta, Manitoba, Ontario, Quebec, Yukon or Saskatchewan:
  - (i) the Accredited Investor Certificate attached as Schedule C hereto, along with any additional evidence that may be requested by the Corporation to verify the information provided in the Accredited Investor Certificate,
  - (ii) if applicable, the Risk Acknowledgment Form for Individual Accredited Investors attached as Schedule 1 to the Accredited Investor Certificate attached as Schedule C hereto, and
  - (iii) such other supporting documentation that the Corporation or its legal counsel may request to establish the Subscriber's qualification to rely on the Exemption;
- (f) if the Subscriber is not an individual and relying on the Minimum Investment Exemption and the Subscriber is resident in or otherwise subject to the securities laws of British Columbia, Alberta, Manitoba, Ontario, Quebec, Yukon or Saskatchewan:
  - (i) the Minimum Investment Certificate attached as Schedule D hereto, and
  - (ii) such other supporting documentation that the Corporation or its legal counsel may request to establish the Subscriber's qualification to rely on the Exemption; and

Such information, forms, undertakings, questionnaires and other documents form part of and are incorporated into this Subscription with the same effect as if each constitutes a representation and warranty of the Subscriber set forth hereof.

#### 4. **Closings**

- 4.1 Closings (each, a “**Closing**”) of subscriptions for Shares will occur from time to time on such days as are selected by the Corporation for closings of subscriptions. The Corporation will provide the subscribers with not less than one business day’s notice in writing of each subsequent closing date.
- 4.2 If the Closing does not occur, the Corporation shall return any funds, certified cheques, money orders or bank drafts delivered by the Subscriber to the Corporation representing the aggregate price for the Shares, without interest or deduction, to the Subscriber.
- 4.3 The Subscriber acknowledges and agrees that Koffman Kalef LLP has acted as counsel only to the Corporation and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Corporation and Koffman Kalef LLP have given the Subscriber the opportunity to seek, and have recommended that the Subscriber obtain, independent legal advice with respect to the subject matter of this Subscription Agreement and, further, the Subscriber hereby represents and warrants to the Corporation and Koffman Kalef LLP that the Subscriber has sought independent legal advice or it hereby waives such advice.

#### 5. **Acknowledgements of Subscriber**

- 5.1 The Subscriber acknowledges and agrees that:
- (a) the Subscriber has received and read a copy of the Offering Memorandum and this Subscription Agreement;
  - (b) there is no market for the Shares and that no market for the Shares may ever exist;
  - (c) the Subscriber is aware that an investment in the Shares is speculative and involves certain risks, including the possible loss of the investment;
  - (d) the Subscriber understands and agrees that the Corporation and others will rely upon the truth and accuracy of the acknowledgements, representations and agreements contained in this Subscription Agreement and any undertakings, questionnaires and other documents completed herewith, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Subscriber shall promptly notify the Corporation;
  - (e) any transfer, resale or other subsequent disposition of the Shares will be subject to restrictions set out by the Corporation and may be subject to restrictions contained in the Legislation applicable to the holder of the Shares or to the proposed transferee, including, but not limited to, resale restrictions under the Legislation, as applicable;
  - (f) the Corporation is not a reporting issuer in any province or territory of Canada and, accordingly, any applicable hold periods under the Legislation may never expire, and the Shares may be subject to restrictions on resale for an indefinite period of time;
  - (g) the Subscriber consents to the placement of a legend or legends on any certificate or other document evidencing any of the Shares setting forth or referring to the restrictions on transferability and sale thereof contained in this Subscription Agreement and the Corporation, with such legend(s) to be substantially as follows:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) THE ISSUANCE DATE, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

- (h) no person has made to the undersigned any written or oral representations:
  - (i) that any person will resell or repurchase the Shares;
  - (ii) that any person will refund the Subscription Price for the Shares other than as provided in this Subscription;
  - (iii) as to the future price or value of the Shares; or
  - (iv) that the Shares will be listed and posted for trading on a stock exchange, that application has been made to list and post the Shares for trading on a stock exchange, or that application has been made to list and post the Shares for trading on a stock exchange;
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares;
- (j) by execution hereof the Subscriber has waived the need for the Corporation to communicate its acceptance of the purchase of the Shares pursuant to this Subscription Agreement;
- (k) the Subscriber will indemnify and hold harmless the Corporation, the Manager and their respective directors, officers, employees, agents, advisors and shareholders from and against any and all loss, liability, claim, damage and expense whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein, any questionnaire or in any other document furnished by the Subscriber to the Corporation in connection herewith, being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber to the Corporation in connection therewith;
- (l) the Subscriber has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions and it is solely responsible (and the Corporation is in no way responsible) for compliance with applicable resale restrictions;
- (m) there is no government or other insurance covering any of the Shares;
- (n) none of the Shares have been or will be registered under the United States Securities Act of 1933, as amended (the “**1933 Act**”) or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as defined in Rule 902 of Regulation S (defined below)), except in accordance with the provisions of Regulation S under the 1933 Act (“**Regulation S**”), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable securities laws;
- (o) the Corporation has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act or any other securities legislation;



- (p) the Corporation will refuse to register the transfer of any of the Shares to a U.S. Person or to a person in the United States not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws; and
- (q) this Subscription Agreement is not enforceable by the Subscriber unless it has been accepted by the Corporation, and the Subscriber acknowledges and agrees that the Corporation reserves the right to reject any Subscription for any reason.

## 6. Representations and Warranties of the Subscriber

- 6.1 The Subscriber hereby represents and warrants to and covenants with the Corporation (which representations, warranties and covenants will be true and correct as at the time of delivery of Shares with the same force and effect as if they had been made by the Subscriber at such time, and shall survive the Closing) that:
- (a) the Subscriber is not a U.S. Person;
  - (b) the Subscriber is acquiring the Shares as a principal (and not as an agent) for investment purposes only, with no intention or view to reselling or distributing any portion or beneficial interest in the Shares, and the Subscriber will be the beneficial owner of any Shares to be issued to the Subscriber if, as and when this Subscription is accepted by the Corporation in whole or in part;
  - (c) the Subscriber is resident in the jurisdiction identified in the address of the Subscriber set forth on the cover page of this Subscription Agreement, which address is the residence or place of business of the Subscriber and was not created or used solely for the purpose of acquiring the Shares;
  - (d) if the Subscriber is resident outside of Canada:
    - (i) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws having application in the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) which would apply to the offer and sale of the Shares,
    - (ii) the Subscriber is purchasing the Shares pursuant to exemptions from prospectus or equivalent requirements under applicable laws or, if such is not applicable, the Subscriber is permitted to purchase the Shares under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions,
    - (iii) the applicable securities laws of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind from any securities regulator of any kind in the International Jurisdiction in connection with the offer, issue, sale or resale of any of the Shares,
    - (iv) the purchase of the Shares by the Subscriber does not trigger:
      - A. any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction, or
      - B. any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction,

- (v) the Subscriber will, if requested by the Corporation, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subparagraphs (ii), (iii) and (iv) above to the satisfaction of the Corporation, acting reasonably, and
- (vi) if it is a resident of the United Kingdom, it is a person of the kind described in Article 19 or 49(2)(a) to (e) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 and is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of its business;
- (e) the Subscriber has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant hereto and, if the Subscriber is a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber, or, if the Subscriber is a partnership, syndicate or other form of unincorporated organization, the Subscriber has all necessary approvals of relevant parties to authorize execution and performance of this Subscription Agreement on behalf of the Subscriber;
- (f) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Subscriber, or of any agreement, written or oral, to which the Subscriber may be a party or by which the Subscriber is or may be bound;
- (g) the Subscriber has duly completed, executed and delivered to the Corporation, as applicable, all securities forms, undertakings, questionnaires and other documents requested by the Corporation in order to enable the Corporation to determine the availability of an Exemption pursuant to section 3.2 hereof;
- (h) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the investment in the Shares and is able to bear the economic risk of loss of such investment;
- (i) the Subscriber has read the Offering Memorandum and has had the opportunity to ask questions of, and receive answers from, the Corporation, or a person authorized to act on behalf of either the Corporation, concerning the business and affairs of the Corporation and the attributes of the Shares which the Subscriber deems necessary and appropriate;
- (j) in investing in the Shares, the Subscriber is relying solely on the representations and warranties contained in the Offering Memorandum;
- (k) the Subscriber has sought no advice in relation to the investment in the Shares from the Corporation, the Manager, or any of its affiliates, associates, agents, employees or representatives and neither the Corporation nor any of its affiliates, associates, agents, employees or representatives has provided any advice to the Subscriber in relation to such purchase, and the Subscriber has been advised to consult with its own advisers with respect to an investment in the Shares;
- (l) the Subscriber has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber;

- (m) none of the funds being used to purchase the Shares are, to the Subscriber's knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Shares which will be advanced, directly or indirectly, by or on behalf of the Subscriber to the Corporation or to the account of the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") (or any other legislation of a similar nature of an International Jurisdiction) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's (including each disclosed principal's) name 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, none of the funds to be provided by the Subscriber (or, for certainty the disclosed principal, if any), are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations cease to be true, and shall promptly provide the Corporation with all necessary information in connection therewith; and
- (n) the Subscriber acknowledges that the representations and warranties contained in this Subscription Agreement, including, as applicable, any acknowledgements or certificates attached as Schedules and Appendices hereto, are made by the Subscriber with the intention that they may be relied upon by the Corporation and its legal counsel in determining the Subscriber's eligibility to acquire the Shares under relevant Legislation. The Subscriber further agrees that by accepting delivery of the Shares, the Subscriber will be representing and warranting that the foregoing representations and warranties are true and correct as at the time of delivery of such Shares with the same force and effect as if they had been made by the Subscriber at such time, and that they shall survive the completion of the transactions contemplated under this Subscription and remain in full force and effect thereafter for the benefit of the Corporation for a period of one year.

## 7. Collection of Personal Information

- 7.1 The Subscriber acknowledges and consents to the fact that the Corporation is collecting the Subscriber's personal information for the purpose of fulfilling this Subscription Agreement and completing the offering. The Subscriber's personal information (and, if applicable, the personal information of those on whose behalf the Subscriber is contracting hereunder) may be disclosed by the Corporation to (a) stock exchanges or securities regulatory authorities, (b) the Corporation's registrar and transfer agent, (c) Canadian tax authorities, (d) authorities pursuant to the PCMLTFA and (e) any of the other parties involved in the offering, including legal counsel, and may be included in record books in connection with the offering. By executing this Subscription Agreement, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information and to the retention of such personal information for as long as permitted or required by law or business practice. Notwithstanding that the Subscriber may be purchasing Shares as agent on behalf of an undisclosed principal, the Subscriber agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Corporation, all as may be required by the Corporation in order to comply with the foregoing.

Furthermore, the Subscriber is hereby notified that:

- (i) the Corporation may deliver to any securities commission having jurisdiction over the Corporation, the Subscriber or this subscription, including any Canadian provincial securities commissions (collectively, the "Commissions") certain personal information pertaining to the Subscriber, including such Subscriber's full name, residential address and telephone number, the number of shares or other securities of the Corporation owned by the Subscriber, the

number of Shares purchased by the Subscriber and the total purchase price paid for such Shares, the prospectus exemption relied on by the Corporation and the date of distribution of the Shares,

- (ii) such information is being collected indirectly by the Commissions under the authority granted to them in securities legislation,
- (iii) such information is being collected for the purposes of the administration and enforcement of the securities laws, and
- (iv) the Subscriber may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Support Clerk  
 Ontario Securities Commission  
 Suite 1903, Box 55  
 20 Queen Street West  
 Toronto, ON M5H 3S8  
 Telephone: (416) 593-3684

## **8. General**

- 8.1 The Subscriber acknowledges and agrees that all costs and expenses incurred by the Subscriber relating to the purchase of the Shares shall be borne by the Subscriber.
- 8.2 This Subscription Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Subscriber, in its personal or corporate capacity and, if applicable, on behalf of each beneficial purchaser for whom it is acting, irrevocably attorns to the jurisdiction of the Province of British Columbia.
- 8.3 This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Shares by the Subscriber pursuant hereto.
- 8.4 This Subscription Agreement is not transferable or assignable.
- 8.5 The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.
- 8.6 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Corporation or by anyone else.
- 8.7 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Subscriber shall be directed to the address on the cover page of this Subscription Agreement and notices to the Corporation shall be directed to 1795 – 555 Burrard Street, Vancouver, BC V7X 1M9.

- 8.8 This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereinafter set forth.
- 8.9 The Subscriber hereby acknowledges that he or she will deliver to the Corporation all such additional completed forms in respect of the Subscriber's purchase of the Shares as may be required for filing with the appropriate securities commissions and regulatory authorities.

**SCHEDULE A**

**FORM 45-106F4**

**WARNING**

**RISK ACKNOWLEDGEMENT FORM**

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- I will not be able to sell these securities except in very limited circumstances. I may never be able to sell these securities.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.

I am investing \_\_\_\_\_ in total; this includes any amount I am obliged to pay in future. The Corporation will pay \_\_\_\_\_ of this to \_\_\_\_\_ as a fee or commission.

**I ACKNOWLEDGE THAT THIS IS A RISKY INVESTMENT AND THAT I COULD LOSE ALL THE MONEY I INVEST.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Subscriber

\_\_\_\_\_  
Print name of Subscriber

Sign 2 copies of this document. Keep one copy for your records.

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

To do so, send a notice to AP 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 AP Capital Mortgage Investment Corporation at its business address. Keep a copy of the notice for your records.

Issuer Name and Address: AP Capital Mortgage Investment Corporation  
1795 – 555 Burrard Street  
Vancouver, British Columbia V6B 1R8

Fax: 778-328-7401  
Email: investor@apcapital.ca

**You are buying Exempt Market Securities**

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

**You will receive an offering memorandum**

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

**The securities you are buying are not listed**

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

**The issuer of your securities is a non-reporting issuer**

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

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

**Alberta Securities Commission**

Ph: (403) 297-6454

<http://www.albertasecurities.com>

**British Columbia Securities**

**Commission**

Ph (604) 899-6500

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

**Securities Division**

**Financial and Consumer Affairs  
Authority**

Ph: (306) 787-5645

<http://www.fcaa.gov.sk.ca>

**Manitoba Securities  
Commission**

Ph: (204) 945-2548

<http://www.mbsecurities.ca/>

**Ontario Securities Commission**

Ph: (416) 593-8314

<https://www.osc.gov.on.ca>

**SCHEDULE 1  
TO THE FORM 45-106F4 RISK ACKNOWLEDGEMENT FORM**

**Complete this Form if you are a Subscriber in Alberta, Ontario or Saskatchewan who is relying on the Offering Memorandum Exemption (unless you are a non-individual)**

*Classification of Subscribers 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, Ontario and Saskatchewan.

**How you qualify to buy securities under the offering memorandum exemption**

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 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 in section 2.3 [<i>Accredited investor</i>] of NI 45-106 or, as applicable, in Ontario, subsection 7.3(3) of the Securities Act (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 spouses was more than \$300,000 in each of the two most recent calendar years, and you expect your come by 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 insecurities, 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.)  |                      |



| C. You are an eligible investor, as a person described in section 2.5 [Family, friends and business associates] of NI 45-106, because: |   | Your initials |
|--|---|---------------|
| <b>FAMILY, FRIENDS AND BUSINESS ASSOCIATES</b>   | <p>You are:</p> <p>1) <input type="checkbox"/> [check all applicable boxes]</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 employee 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>OR</p> <p>2) <input type="checkbox"/> [check all applicable boxes]</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 a state 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 _____ [Instruction: Insert the name of the person who is a relative either directly or through his or her spouse], 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. [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.]</p>   |               |
|  | <p>You are a close personal friend of _____ [Instruction: Insert the name of your close personal friend], 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>You are a close business associate of _____ [Instruction: Insert the name of your close business associate], who holds the following position at the issuer or an affiliate of the issuer: _____.</p> <p>You have known that person for _____ years.</p>   |               |
| D. 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  
TO THE FORM 45-106F4 RISK ACKNOWLEDGEMENT FORM**

**Complete this Form if you are a Subscriber in Alberta, Ontario or Saskatchewan who is relying on the Offering Memorandum Exemption (unless you are a non-individual)**

*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, Ontario and Saskatchewan.

**SECTION 1 TO BE COMPLETED BY THE PURCHASER**

**1. Investment limits 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.

| <b>A. You are an eligible investor.</b> |  | <b>Your initials</b> |
|---|--|----------------------|
| <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.<br><br>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.  |                      |
|   | 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.<br><br>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. |                      |

| <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 7.3(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.<br><br>Complete the Accredited Investor Certificate attached as Schedule C hereto. |                      |

| <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>             | <p>You acknowledge that you cannot invest more than \$10,000 in all offering memorandum exemption investments made in the previous 12 months.</p> <p>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.</p> |                      |

## SECTION 2 TO BE COMPLETED BY THE REGISTRANT

### 2. Registrant information

*[Instruction: this section must only be completed if a subscriber has received advice from a portfolio manager, investment dealer or exempt market dealer concerning his or her investment.]*

First and last name of registrant (please print): \_\_\_\_\_

Registered as: \_\_\_\_\_  
*[Instruction: indicate whether registered as a dealing representative or advising representative]*

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of firm: \_\_\_\_\_  
*[Instruction: indicate whether registered as an exempt market dealer, investment dealer or portfolio manager.]*

Date: \_\_\_\_\_

## SCHEDULE B

### ELIGIBLE INVESTOR QUESTIONNAIRE

(Manitoba Residents - Offering Memorandum Required)

The undersigned, as a purchaser of Shares (the “**Shares**”) of AP Capital Mortgage Investment Corporation (the “**Corporation**”), has represented to the Corporation that the undersigned is an “eligible investor” as defined in section 1.1 of National Instrument 45-106 *Prospectus Exemptions*. The undersigned has indicated below the categories which it, he or she satisfies to qualify as an “eligible investor”

The undersigned understands that the Corporation is relying on this information in determining to sell securities to the undersigned in a manner exempt from the prospectus requirements of applicable securities laws.

The undersigned represents and warrants that it, he or she is **[check the applicable item]**:

1. a person or company whose:
  - a) net assets, alone or with a spouse, in the case of an individual, exceed \$400,000;
  - b) net income before taxes exceeded \$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year; or
  - c) net income before taxes combined with that of a spouse exceeded \$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year;
2.  a person or company of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors;
3.  a general partnership of which all of the partners are eligible investors;
4.  a limited partnership of which the majority of the general partners are eligible investors;
5.  a trust or estate in which all of the beneficiaries or a majority of the trustees are eligible investors;
6.  an “accredited investor” (as that term is defined in NI 45-106) and has completed the Accredited Investor Certificate attached as Schedule C hereto;
7.  a person described in section 2.5 of NI 45-106; including a director, executive officer or control person of the Corporation, or a spouse, parent, grandparent, brother, sister, child, grandchild of a director, executive officer or control person of the Corporation, or a close personal friend or close business associate of a director, executive officer or control person of the Corporation, or
8.  a person 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.

#### Related Definitions

“eligibility adviser” means:

- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or 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

- have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
- 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.

“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).

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If a Corporation, Partnership or Other Entity:

If an Individual:

\_\_\_\_\_  
Print or Type Name of Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Type of Entity

## SCHEDULE C

(One form to be completed by each Subscriber)

### ACCREDITED INVESTOR CERTIFICATE

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement. The purpose of this Certificate is to assure the Corporation that each purchaser will meet certain requirements of NI 45-106. The Corporation will rely on the information contained in this Certificate for the purposes of such determination.

The Subscriber covenants, represents and warrants to the Corporation that:

1. the Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Subscription Agreement and the Subscriber is able to bear the economic risk of loss arising from such transactions;
2. the Subscriber satisfies one or more of the categories of “accredited investor” (as that term is defined in NI 45-106 or the Securities Act (Ontario)) indicated below (please check the appropriate box):
  - (a) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, except as otherwise prescribed by the regulations,
  - (b) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (a),
  - (c) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
  - (d) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000 **(YOU MUST INDICATE YOUR FINANCIAL ASSETS HERE: \$ \_\_\_\_\_  WITH SPOUSE /  WITHOUT SPOUSE AND ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN APPENDIX “A” ATTACHED TO THIS CERTIFICATE),**
  - (e) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
  - (f) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **(YOU MUST INDICATE YOUR NET INCOME HERE: \$ \_\_\_\_\_  WITH SPOUSE /  WITHOUT SPOUSE AND ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN APPENDIX “A” ATTACHED TO THIS CERTIFICATE),**
  - (g) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000 **(YOU MUST INDICATE YOUR NET ASSETS HERE: \$ \_\_\_\_\_  WITH SPOUSE /  WITHOUT SPOUSE AND ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM IN APPENDIX “A” ATTACHED TO THIS CERTIFICATE),**
  - (h) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements **and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (h),**

- an investment fund that distributes or has distributed its securities only to
- (i)
    - (i) a person that is or was an accredited investor at the time of the distribution,
    - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
    - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,
  - (j) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
  - (k) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
  - (l) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction,
  - (m) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
  - (n) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in paragraph (a) in form and function,
  - (o) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
  - (p) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
  - (q) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
  - (r) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

Dated \_\_\_\_\_, 20\_\_.

X

\_\_\_\_\_  
Signature of individual (if Subscriber is an individual)

X

\_\_\_\_\_  
Authorized signatory (if Subscriber is not an individual)

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

\_\_\_\_\_  
Name of authorized signatory (please print)

APPENDIX A  
TO ACCREDITED INVESTOR CERTIFICATE

**Form 45-106F9**

*Form for Individual Accredited Investors*

**WARNING!**

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

| <b>SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>   |  |
|---|--|
| <b>1. About your investment</b>   |  |
| Type of securities: Class B Non-Voting Common Shares  | Issuer: AP CAPITAL MORTGAGE INVESTMENT CORPORATION |
| Purchased from: The 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 \$_____.   |  |
| <b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.  |  |
| <b>Lack of information</b> – You may receive little or no information about your investment.  |  |
| <b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .                           |  |
| <b>3. Accredited investor status</b>  |  |
| You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria. | <b>Your initials</b>                               |
| <ul style="list-style-type: none"> <li>Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)</li> </ul>   |  |
| <ul style="list-style-type: none"> <li>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.</li> </ul>  |  |
| <ul style="list-style-type: none"> <li>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.</li> </ul>  |  |
| <ul style="list-style-type: none"> <li>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.)</li> </ul>   |  |



|  |        |
|--|--------|
| <b>4. 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 (please print):  |        |
| Signature:   | Date:  |
| <b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>  |        |
| <b>5. Salesperson information</b>  |        |
| <i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>  |        |
| First and last name of salesperson (please print):   |        |
| Telephone:   | Email: |
| Name of firm (if registered):  |        |
| <b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>  |        |
| <b>6. For more information about this investment</b>   |        |
| <p>For investment in a non-investment fund<br/> AP Capital Mortgage Investment Corporation<br/> 1795 – 555 Burrard Street<br/> Vancouver, British Columbia V7X 1M9<br/> Ches Hagen<br/> 778-328-7401<br/> investor@apcapital.ca</p> <p><b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b></p> |        |

**Form instructions:**

*The information in section 5 must be completed before the purchaser completes and signs the form.*

*The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.*

## SCHEDULE D

### MINIMUM INVESTMENT CERTIFICATE

#### To Be Completed By All Subscribers Subscribing For \$150,000 Or More of Shares

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the Subscription Agreement. The purpose of this Certificate is to assure the Corporation that each Subscriber will meet certain requirements of NI 45-106. The Corporation will rely on the information contained in this Certificate for the purposes of such determination.

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

- (a) the Subscriber is not an individual as that term is defined in applicable Canadian securities laws;
- (b) the Subscriber is resident in or subject to the securities laws of one of the provinces or territories of Canada;
- (c) the Subscriber is purchasing the Shares as principal for its own account and not for the benefit of any other person;
- (d) the Shares have an acquisition cost to the Subscriber of not less than \$150,000, payable at the Closing;
- (e) 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 2.10 of NI 45-106, it pre-existed and has a bona fide purpose other than investment in the Shares; and
- (f) upon execution this Schedule D is incorporated into and forms a part of the Subscription Agreement.

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 (as defined in the Subscription Agreement to which this is attached) and the Subscriber acknowledges that this minimum amount investment status certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

If a Corporation, Partnership or Other Entity:

\_\_\_\_\_  
Print or Type Name of Entity

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Type of Entity