

SCHEDULE “A” – FORM OF SUBSCRIPTION AGREEMENT

AAMIC

SUBSCRIPTION AGREEMENT FOR CLASS A PREFERRED SHARES**TO: Atlantic Advantage Mortgage Investment Corporation (the "Corporation")**

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of Class A Preferred Shares ("**Shares**") of the Corporation set forth below for the aggregate subscription price set forth below, representing a subscription price of \$10.00 per Share, upon and subject to the terms and conditions set forth in the "*Terms and Conditions of Subscription for Shares of the Corporation*" attached hereto (together with this page and the attached Exhibits, the "**Subscription Agreement**"). The Subscriber acknowledges that the Shares subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of up to 10,000,000 Shares at a subscription price of \$10.00 per Share for aggregate gross proceeds of up to \$100,000,000. **In addition to this face page, the Subscriber must also complete the applicable Exhibits attached hereto.**

(Name of Subscriber - please print)	
By: _____	_____
(Authorized Signature)	

(Official Capacity or Title - please print)	

(Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.)	

(Subscriber's Address)	

(Subscriber's Address including Postal Code)	
_____	_____
(Telephone Number)	(E-Mail Address)

Number of Shares: _____
Aggregate Subscription Price: _____
If the Subscriber is signing as agent for a principal and is not deemed to be purchasing as principal pursuant to NI 45-106 (as defined herein) by virtue of being either (i) a trust company or trust corporation acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be; or (ii) a person acting on behalf of a fully managed account managed by it, and in each case satisfying the criteria set forth in NI 45-106, complete the following and ensure that Exhibit 1 is completed in respect of such principal:

(Name of Principal)

(Principal's Address, including Postal Code)

(Principal's Telephone Number)

<u>Register the Shares as set forth below:</u>

(Name)

(Account reference, if applicable)

(Address)

(Address)

<u>Deliver the Shares as set forth below:</u>

(Name)

(Account reference, if applicable)

(Contact Name)

(Address)

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

_____, 20____

ATLANTIC ADVANTAGE MORTGAGE INVESTMENT CORPORATION

By: _____
 Name: Jeffrey Wong
 Title: General Manager & CFO

Subscription No:

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES OF THE CORPORATION

Terms of the Offering

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Shares subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of a combination of up to 10,000,000 Shares (subject to rounding) at a subscription price of \$10.00 per Share for aggregate gross proceeds of up to \$100,000,000 (the “**Offering**”). The Subscriber acknowledges receiving and reviewing a copy of the Corporation’s Offering Memorandum describing the Offering and risks associated therewith.
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Corporation in whole or in part at any time prior to the Closing Time (as defined herein) and is effective only on acceptance by the Corporation.
3. The Shares are sometimes referred to herein as the “**Securities**”.
4. **By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) acknowledges that the applicable “restricted period” under applicable securities laws will not commence until the Closing Time and until such time as the applicable “restricted period” has expired the Subscriber will not be able to resell the Securities subscribed for hereunder, except in accordance with limited exemptions under applicable securities legislation.**
5. The details of the Offering are more fully described in the Corporation’s Offering Memorandum which is delivered to each Subscriber prior to the Corporation accepting a subscription for Securities from each Subscriber.

Representations, Warranties, Acknowledgements and Covenants by the Subscriber

6. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants, acknowledges and covenants, as applicable, to the Corporation and its counsel (and acknowledges that the Corporation, and its counsel, are relying thereon) both at the date hereof and at the Closing Time (as herein defined) that:
 - (a) it has been independently advised as to restrictions with respect to trading in Securities imposed by applicable securities legislation in the jurisdiction in which the Subscriber resides, and to which the Subscriber is otherwise subject and confirms that no representation (written or oral) has been made to it by or on behalf of the Corporation with respect thereto, and acknowledges that it is aware of the characteristics of the Securities, the risks relating to an investment therein and of the fact that it may not be able to resell the Securities, except in accordance with limited exemptions under applicable securities legislation and regulatory policy until the expiry of the applicable restricted or hold period and compliance with the other requirements of applicable law; it agrees that any certificates representing the Securities will bear a legend indicating that the resale of such securities is restricted and the Subscriber further acknowledges that it has been advised to consult its own legal counsel in its jurisdiction of residence or to which it is otherwise subject for full particulars of the resale restrictions applicable to it; and
 - (b) it has received an Offering Memorandum describing the investment and the risks associated therewith and has been advised to seek legal and financial advice regarding the Offering Memorandum, the Offering and the purchase by the Subscriber of any Securities, and the Subscriber has not been provided with, nor has it requested, nor does it have any need to receive, any prospectus, sales or advertising literature, or any other document (other than the Offering Memorandum and any financial statements, interim financial statements or any other similar document, the content of which is prescribed by statute or regulation) describing the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist it in making an investment decision in respect of the Securities; and

- (c) it has not become aware of and the purchase of the Shares is not made through or a result of any general solicitation or any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Securities; and
- (d) the Subscriber is, or, pursuant to National Instrument 45-106 - "Prospectus Exemptions" ("**NI 45-106**"), is deemed to be, purchasing the Shares as principal for its own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Shares, it is resident in the jurisdiction set out as the "Subscriber's Address" on the face page hereof, and if the Subscriber is acting as agent or trustee for a principal/beneficial purchaser, such principal/beneficial purchaser is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to resale or distribution, and is resident in the jurisdiction set forth in the Subscription Agreement as the "Principal's Address" of the beneficial purchaser, and the Subscriber or principal/beneficial purchaser, as the case may be, fully complies with the criteria set forth below:
- (i) it is resident in or otherwise subject to applicable securities laws of **any jurisdiction of Canada** and:
- A. it is an "**accredited investor**", as such term is defined in NI 45-106, it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106, and has concurrently executed and delivered a Representation Letter in the form attached as **Exhibit 1** to this Subscription Agreement with **Appendix A to Exhibit 1** indicating that the Subscriber satisfies one of the categories of "**accredited investor**" set forth in such definition; and if the Subscriber is an individual, it has executed and delivered the Form 45-106F9 Risk Acknowledgement Form attached as **Appendix B to Exhibit 1**, as well as the Confirmation attached as **Appendix C to Exhibit 1**; or
- B. the Subscriber is one of the following and has so indicated by identifying the applicable subsection:
- (A) an employee, executive officer (as defined in NI 45-106), director or consultant of the Corporation or a related entity (as defined in NI 45-106) of the Corporation; or

- (B) a permitted assign (as defined in NI 45-106) of a person referred to in A. above; and

- participation in the purchase is "voluntary" as explained in NI 45-106; or
- (ii) it is resident in or otherwise subject to applicable securities laws of **any jurisdiction of Canada, other than Ontario**, is one of the following and **has so indicated by identifying the applicable subsection and, if a close personal friend or close business associate, has completed, executed and delivered Exhibit 2 to this Subscription Agreement:**
- (A) a director, executive officer or control person (as defined in NI 45-106 and reproduced in Appendix A to Exhibit 1 hereto) of the Corporation, or of an affiliate (as defined in NI 45-106 and reproduced in Appendix A to Exhibit 1 hereto) of the Corporation; or

- (B) a spouse, parent, grandparent, brother, sister, child or grandchild of any person referred to in subclause (A) above; or

- (C) a parent, grandparent, brother, sister, child or grandchild of the spouse of any person referred to in subclause (A) above; or

- (D) a close personal friend of any person referred to in subclause (A) above

and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship to any such persons. For the purposes of this subparagraph (D) “close personal friend” means that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual; or

x

(E) a close business associate of any person referred to in subclause (A) and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship to any such persons. For the purposes of this subparagraph (E) “close business associate” means that you have had a direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a casual business associate or person introduced or solicited for the purpose of purchasing securities or a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual; or

x

(F) a founder (as defined in NI 45-106 and reproduced in Appendix A to Exhibit 1 hereto) of the Corporation or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Corporation; or

(G) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Corporation; or

(H) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in subsections (A) to (G) above; or

(I) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons described in subsections (A) to (G) above; and

if the Subscriber is resident in **Saskatchewan** and is purchasing under subsections (D), (E), (F), (H) or (I) above, it has executed and delivered to the Corporation a Risk Acknowledgement Form in the form attached hereto as **Exhibit 3**; or

(iii) it is resident in or otherwise subject to applicable securities laws of **Ontario**, is one of the following and **has so indicated by identifying the applicable subsection and has completed, executed and delivered the Form 45-106F12 Risk Acknowledgement Form attached hereto as Exhibit 4, as well as the Confirmation attached as Appendix A to Exhibit 4:**

(A) a director, executive officer or control person (as defined in NI 45-106 and reproduced in Appendix A to Exhibit 1 hereto) of the Corporation, or of an affiliate (as defined in NI 45-106 and reproduced in Appendix A to Exhibit 1 hereto) of the Corporation; or

(B) a spouse, parent, grandparent, brother, sister, child or grandchild of any person referred to in subclause (A) above; or

(C) a parent, grandparent, brother, sister or child of the spouse of any person referred to in subclause (A) above; or

- _____ (D) a close personal friend of any person referred to in subclause (A) above and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship to any such persons. For the purposes of this subparagraph (D) “close personal friend” means that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual; or
 - _____ (E) a close business associate of any person referred to in subclause (A) and, if requested by the Corporation or its counsel, will provide a signed statement describing the relationship to any such persons. For the purposes of this subparagraph (E) “close business associate” means that you have had a direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a casual business associate or person introduced or solicited for the purpose of purchasing securities or a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual; or
 - _____ (F) a founder (as defined in NI 45-106 and reproduced in Appendix A to Exhibit 1 hereto) of the Corporation or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of a founder of the Corporation; or
 - _____ (G) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Corporation; or
 - _____ (H) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons described in subsections (A) to (G) above; or
 - _____ (I) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons described in subsections (A) to (G) above; or
- (iv) if it is resident or otherwise subject to applicable securities laws of **any jurisdiction referred to in the preceding subsections** but not purchasing thereunder, and it is acquiring Shares for an Aggregate Subscription Price of a minimum of \$150,000, it has executed and delivered the Minimum Amount Exemption Certificate in the form attached hereto as **Exhibit 5** and it is not an individual; or
- (v) if it is a resident of or otherwise subject to applicable securities laws of **any jurisdiction referred to in the preceding subsections** but not purchasing thereunder, it or any beneficial purchaser for whom it is acting is purchasing pursuant to an exemption from prospectus and registration requirements (particulars of which have been enclosed herewith by it) available to it under applicable securities legislation of the jurisdiction of its residence and shall deliver to the Corporation such further particulars of the exemption(s) and its qualifications thereunder as the Corporation or its counsel may request; or

(vi) if it or any beneficial purchaser for whom it is acting is resident in or otherwise subject to applicable securities laws of a jurisdiction **other than Canada or the United States**, the Subscriber confirms, represents and warrants that:

- (A) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the jurisdiction in which the Subscriber is resident (the “**International Jurisdiction**”) and which would apply to the acquisition of the Shares;
- (B) the Subscriber is purchasing the Shares pursuant to exemptions from prospectus or registration requirements or equivalent requirements under applicable securities 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 and the Subscriber complies with the provisions of section 6(d)(i)(A) hereof as if it is a resident of the province of Ontario and it has concurrently executed and delivered a Representation Letter in the form attached as **Exhibit 1** to this Subscription Agreement and has initialed or placed a check mark in **Appendix A** thereto indicating the Subscriber satisfies one of the categories of “accredited investor” set forth in such definition; and if the Subscriber is an individual, it has executed and delivered the Form 45-106F9 Risk Acknowledgement Form attached as **Appendix B to Exhibit 1**, as well as the Confirmation attached as **Appendix C to Exhibit 1**;
- (C) the applicable securities laws of the International Jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Subscriber’s Securities; and
- (D) the purchase of the Shares by the Subscriber does not trigger:
 - (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction;
 - (ii) any obligation of the Corporation to register any of the Securities or to be registered with any governmental authority; or
 - (iii) any continuous disclosure reporting obligation of the Corporation in the International Jurisdiction; and

the Subscriber will, if requested by the Corporation or its counsel, deliver to the Corporation, a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in subsections (B), (C) and (D) above to the satisfaction of the Corporation or its counsel, acting reasonably; and

(e) it acknowledges that:

- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
- (ii) there is no government or other insurance covering the Securities;
- (iii) there are risks associated with the purchase of the Shares;
- (iv) there are restrictions on the Subscriber's ability to resell the Securities and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling the Securities;

- (v) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (Ontario) and other applicable securities laws and, as a consequence of acquiring Shares pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (Ontario) and other applicable securities laws, including statutory rights of rescission or damages, may not be available to the Subscriber; and
- (f) the certificate(s) representing the Securities shall be endorsed by a legend, if applicable, stating that the Securities shall be subject to restrictions on resale in accordance with applicable securities legislation; and
- (g) it has not received any financial assistance of any kind from the Corporation, directly or indirectly, in connection with its purchase of Shares hereunder; and
- (h) it does not own, directly or together with, (i) any person who the Subscriber does not deal at arm's length with, (ii) any partnership of which the Subscriber is a member, or (iii) any trust of which the Subscriber is a beneficiary, 10% or more of the issued shares of any class of shares in the capital stock of the Corporation; and
- (i) it has not and will not enter into any voting trust or similar agreement that has the effect of directing the manner in which any votes attached to the Shares purchased pursuant to this Subscription Agreement may be voted following the Closing Date; and
- (j) it is aware that the Securities have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**1933 Act**") or the securities laws of any state of the United States and that these securities may not be offered or sold, directly or indirectly, in the United States without registration under the 1933 Act and applicable state securities laws or in compliance with requirements of an exemption from registration or an exemption from such registration exemption is available and the applicable laws of all applicable states and it acknowledges that the Corporation has no present intention of filing a registration statement under the 1933 Act or applicable state securities laws in respect of the Securities; and
- (k) it undertakes and agrees that it will not offer or sell the Securities in the United States unless such securities are registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that it will not resell the Securities, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules; and
- (l) if the Subscriber is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Subscription Agreement and to perform all of its obligations hereunder, and if the Subscriber is a body corporate, the Subscriber is duly incorporated or created and validly subsisting under the laws of the jurisdiction of its incorporation, and further certifies that all necessary approvals of directors, shareholders, partners or otherwise have been given and obtained; and
- (m) if the Subscriber is an individual, it is of the full age of majority in the jurisdiction in which the Subscription Agreement is executed and is legally competent to execute this Subscription Agreement and take all action pursuant hereto; and
- (n) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (o) the Subscriber acknowledges that this Subscription Agreement is not enforceable by the Subscriber until the Subscription Agreement has been accepted by the Corporation; and

- (p) in the case of a subscription by it for Shares acting as agent for a disclosed principal beneficial purchaser, it is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal beneficial purchaser and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding and enforceable agreement of, such principal/beneficial purchaser and the Subscriber acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each principal/beneficial purchaser for whom the Subscriber may be acting; and
- (q) each principal/beneficial purchaser for who the Subscriber is acting has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Securities and it, or, where it is not purchasing as principal, each beneficial purchaser, is able to bear the economic risk of loss of its investment; and
- (r) the Subscriber has relied solely upon publicly available information relating to the Corporation and not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation and acknowledges that the Corporation's counsel is acting as counsel to the Corporation and not as counsel to the Subscriber; and
- (s) it understands and acknowledges that the Shares are being offered for sale only on a "private placement" basis and that the sale and delivery of the Shares is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or registration statement or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or registration statement; and
- (t) if required by or advisable under applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Securities as may be required, including, without limitation:
 - (i) **in the case of an "accredited investor" resident in or otherwise subject to applicable securities laws of Canada**, a fully executed and completed Representation Letter in the form of **Exhibit 1** with **Appendix A to Exhibit 1** fully completed; and if the Subscriber is an individual, a fully executed and completed Form 45-106F9 Risk Acknowledgement Form attached hereto as **Appendix B to Exhibit 1** as well as the Confirmation attached hereto as **Appendix C to Exhibit 1**; and
 - (ii) **in the case of investors resident in or otherwise subject to the applicable securities laws of an International Jurisdiction**, a fully executed and completed Representation Letter in the form of **Exhibit 1** with **Appendix A to Exhibit 1** fully completed; and if the Subscriber is an individual, a fully executed and completed Form 45-106F9 Risk Acknowledgement Form attached hereto as **Appendix B to Exhibit 1** as well as the Confirmation attached hereto as **Appendix C to Exhibit 1**; and
 - (iii) **in the case of a "close personal friend" or "close business associate" resident or otherwise subject to applicable securities laws of any jurisdiction of Canada other than Ontario**, a Close Personal Friend and/or Close Business Associate Questionnaire attached as **Exhibit 2**; and
 - (iv) **for a Subscriber that is a "close personal friend" or "close business associate" resident in Saskatchewan** and subscribing pursuant to the exemption contained in subsection 6(d)(ii), a Risk Acknowledgement Form attached hereto as **Exhibit 3**;
 - (v) **for a Subscriber that is "family", a "close personal friend" or a "close business associate" resident or otherwise subject to applicable securities laws of Ontario**, a Form 45-106F12 Risk Acknowledgement Form attached as **Exhibit 4** and the Confirmation attached as **Appendix A to Exhibit 4**; and

- (vi) **in the case of a Subscriber resident in or otherwise subject to applicable securities laws of Canada and subscribing pursuant to the \$150,000 minimum amount investment exemption,** a fully executed and completed Minimum Amount Exemption Certificate attached hereto as **Exhibit 5**; and
- (u) it will not resell the Securities except in accordance with the provisions of applicable securities legislation and stock exchange rules, if applicable, in the future; and
- (v) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which it is bound; and
- (w) none of the funds the Subscriber is using to purchase the Shares represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the "PCMLA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's Subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge, the Aggregate Subscription Price to be provided by the Subscriber: (i) has not been or will not be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; and (ii) is not being tendered on behalf of a person or entity who has not been identified to the Subscriber. It shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and
- (x) none of the funds that the Subscriber is using to purchase the Shares are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities; and
- (y) the Subscriber understands and acknowledges that the Shares are being purchased pursuant to exemptions from the prospectus requirements contained in applicable securities legislation in Canada and, as a result:
 - (i) the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation in Canada;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable securities legislation; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation;
 - (iv) the common law may not provide an adequate remedy in the event that the Subscriber suffers investment losses in connection with the Shares acquired pursuant to the Offering; and
- (z) the Subscriber acknowledges that it has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for Shares, including and not limited to the applicable resale restrictions, and accordingly, has been independently advised, or has waived such independent advice, as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement; and
- (aa) the Subscriber's offer to subscribe for Shares has not been induced by any representations with regard to the present or future worth of the Securities; and
- (bb) the Subscriber, either alone or together with the Subscriber's financial advisor, has sufficient financial knowledge and experience to evaluate the merit and risks of an investment in the Corporation and the Securities on the basis of information available to the Subscriber; and

- (cc) except for its knowledge regarding its subscription for the Shares hereunder, the Subscriber has no knowledge of a “material fact” or a “material change” (as those terms are defined in the *Securities Act* (Ontario) and which generally means a fact or change which would reasonably be expected to have a significant effect on the market price of the Corporation’s shares) in the affairs of the Corporation that has not been generally disclosed; and
- (dd) the Subscriber is aware that there is no market and may never be a market for the Shares; and
- (ee) the Subscriber acknowledges and confirms that none of the Corporation or any of its directors, employees, officers, affiliates, advisors or representatives, have made any representations (written or oral) to the Subscriber other than as set out in the Offering Memorandum:
 - (i) regarding the future value or price of the Securities;
 - (ii) that any person will resell or repurchase any of the Securities;
 - (iii) that any person will refund the purchase price of the Shares; or
 - (iv) that the Shares will ever be listed on any stock exchange or that application has been or will ever be made for such listing for the Shares; and
- (ff) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development; that there is no assurance that such financings shall be available and, if available, on reasonable terms; any such future financings may have a dilutive effect on current security holders, including the Subscriber; and
- (gg) the Subscriber is not a “control person” of the Corporation, as that term is defined in *Securities Act* (Ontario), will not become a “control person” of the Corporation by purchasing the number of Shares subscribed for under this Subscription Agreement, and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation; and
- (hh) the delivery of this Subscription Agreement, the acceptance hereof by the Corporation and the issuance of the Shares to the Subscriber complies or will comply with all applicable laws of the Subscriber’s jurisdiction of residence and domicile and will not cause the Corporation or any of its officers or directors to become subject to or require any disclosure, prospectus or other reporting requirement; and
- (ii) the Subscriber does not act jointly or in concert with any other person for the purposes of the acquisition of the Shares; and
- (jj) the Subscriber acknowledges that the Subscriber or the Corporation may be required to provide the applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Shares and notwithstanding that the Subscriber may be purchasing the Shares as agent for a principal, it will provide, on request of the Corporation or its counsel, particulars as to the identity of such principal as may be required by the Corporation (in order to comply with the foregoing); and
- (kk) the information set forth on the face page of this Subscription Agreement is complete, true and correct.

Closing

7. The Subscriber agrees to deliver to counsel to the Corporation, Harris + Harris LLP, 2355 Skymark Avenue, Suite 300, Mississauga, ON, L4W 4Y6 not later than 4:30 p.m. (Toronto time) on the day that is two business days before the Closing Date: (a) this duly completed and executed Subscription Agreement; (b) a bank draft payable to “Harris + Harris LLP, in trust” for the Aggregate Subscription Price of the Shares subscribed for under this Subscription Agreement or payment of the same amount in such other manner as is acceptable to Harris + Harris LLP; (c) **if the Subscriber is an “accredited investor”** resident in or otherwise subject to applicable

securities laws of Canada, a fully executed and completed Representation Letter in the form of **Exhibit 1** with **Appendix A to Exhibit 1** fully completed; and if the Subscriber is an individual, a fully executed and completed Form 45-106F9 Risk Acknowledgement Form attached hereto as **Appendix B to Exhibit 1** as well as the Confirmation attached hereto as **Appendix C to Exhibit 1**; (d) if the Subscriber is **resident in or otherwise subject to the applicable securities laws of an International Jurisdiction**, a fully executed and completed Representation Letter in the form of **Exhibit 1** with **Appendix A to Exhibit 1** fully completed; and if the Subscriber is an individual, a fully executed and completed Form 45-106F9 Risk Acknowledgement Form attached hereto as **Appendix B to Exhibit 1** as well as the Confirmation attached hereto as **Appendix C to Exhibit 1**; (e) **if the Subscriber is purchasing as a “close personal friend” or “close business associate” resident in or otherwise subject to applicable securities laws of any jurisdiction of Canada other than Ontario**, a Close Personal Friend and/or Close Business Associate Questionnaire attached as **Exhibit 2**; (f) **if the Subscriber is resident in Saskatchewan and subscribing pursuant to the exemption contained in subsection 6(d)(ii)**, a Risk Acknowledgement Form attached hereto as **Exhibit 3**; (g) **if the Subscriber is “family”, a “close personal friend” or a “close business associate” resident or otherwise subject to applicable securities laws of Ontario**, a Form 45-106F12 Risk Acknowledgement Form attached as **Exhibit 4** and the Confirmation attached as **Appendix A to Exhibit 4**; and (h) **if the Subscriber is resident in or otherwise subject to the applicable securities laws of Canada** and subscribing pursuant to the \$150,000 minimum amount investment exemption in subsection 6 (d)(iv), a fully executed and completed Minimum Amount Exemption Certificate attached hereto as **Exhibit 5**.

8. The sale of the Shares pursuant to this Subscription Agreement will be completed in one or more closings at the offices of Harris + Harris LLP, the Corporation's counsel, 2355 Skymark Avenue, Suite 300, Mississauga, ON, L4W 4Y6 at 10:00 a.m. (Toronto time) or such other time as the Corporation shall stipulate (the “**Closing Time(s)**”) commencing on or about January 31, 2016, or such other date as the Corporation shall stipulate (the “**Closing Date**”). At the Closing Time(s), the Corporation shall accept all completed Subscription Agreements that the Corporation desires to accept, possibly including this Subscription Agreement, and a bank draft (net of expenses and commission) payable to the Corporation in payment of the Aggregate Subscription Price against delivery by the Corporation of the certificates representing the Shares. If a Closing Date has not occurred within 10 business days of the Subscriber delivering the subscription proceeds as provided for herein, then, at the written request of the Subscriber, the subscription proceeds shall be returned in full to the Subscriber, without interest or deduction, unless the Subscriber has agreed, in writing, to a delayed or extended Closing Date. The Subscriber acknowledges and agrees that the Corporation shall be entitled to accept and take up subscriptions received and monies remitted for the Shares, in whole or in part, at any time and from time to time, during the course of this continuous Offering, which may occur in a series of individual tranches from time to time. All subscriptions accepted during the course of this Offering shall be deemed part of this Offering.

9. The Corporation shall be entitled to rely on delivery of a facsimile or electronic copy of executed subscriptions, and acceptance by the Corporation of such facsimile or electronic subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

General

10. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose benefit the Subscriber is contracting) agrees that the representations, warranties and covenants of the Subscriber (and, if applicable, on behalf of each person for whom it is contracting) herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time as if made at that time and will survive the completion of the issuance of the Shares and the closing of the transactions contemplated hereby. The representations, warranties and covenants of the Subscriber (and, if applicable, on behalf of each person for whom it is contracting) herein are made with the intent that they be relied upon by the Corporation and its counsel in determining the eligibility of a purchaser of Shares and the Subscriber agrees to indemnify and hold harmless the Corporation and its affiliates, shareholders, directors, officers, partners, employees and agents (including its legal counsel) from and against any and all loss, liability, claim, damage and expense whatsoever including, but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, administrative proceeding or investigation commenced or threatened or any claim whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein or in any 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 herein or in any document furnished by the Subscriber to the Corporation in connection herewith. The Subscriber undertakes to immediately notify the Corporation, at 80 Acadia Avenue, Suite 211, Markham, Ontario, L3R 9V1, Attention: Jeffrey Wong, General Manager & CFO, (Fax: 905-940-8692) of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time.

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

12. This Subscription Agreement requires the Subscriber to provide certain personal information to the Corporation and its counsel. Such information is being collected by the Corporation and its counsel for the purposes of completing the Offering described herein, which includes, without limitation, determining the Subscriber's eligibility to purchase the Shares under applicable securities legislation, preparing and registering certificates/instruments representing the Shares to be issued to the Subscriber and completing filings required by any stock exchange, securities commission or securities regulatory authority or taxation authorities. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. If it is a resident of or otherwise subject to applicable securities laws of Ontario, the Subscriber acknowledges that it has been notified by the Corporation (i) of the delivery to the Ontario Securities Commission (the "OSC") of the full name, residential address and telephone number of the Subscriber, the number and type of securities purchased, the total purchase price, the exemption relied upon and the date of the distribution; (ii) that this information is being collected indirectly by the OSC under the authority granted to it in securities legislation; (iii) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario; and (iv) that the Administrative Support Clerk can be contacted at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8 (Fax Number: 416-593-8122; Toll Free Telephone Number: 1-877-785-1555), regarding any questions about the OSC's indirect collection of this information. The Subscriber acknowledges and confirms by its signing of **Exhibit 6** attached hereto that its personal information may be disclosed to applicable securities regulatory authorities.

13. The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. Time shall be of the essence hereof.

14. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

15. The terms and provisions of this Subscription Agreement shall be binding upon and ensure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent for the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by any party without prior written consent of the other parties.

16. Except as otherwise provided herein, neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

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

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

terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

19. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this subscription agreement or any provision hereof.

20. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

21. In this Subscription Agreement (including Exhibits), references to "\$" or "Cdn. \$" are to Canadian dollars, unless expressly stipulated otherwise.

22. The parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention de souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.

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EXHIBIT 2

**CLOSE PERSONAL FRIEND AND/OR
CLOSE BUSINESS ASSOCIATE QUESTIONNAIRE**

TO: ATLANTIC ADVANTAGE MORTGAGE INVESTMENT CORPORATION (THE "CORPORATION")

To be completed by Subscribers to whom the "close personal friend" or the "close business associate" aspect of subsections 6(d)(ii)(D), (E), (F), (H) or (I) of the Subscription Agreement applies. For the purposes of this certificate "close personal friend" means that you have directly known such individual well enough and for a sufficient period of time and in a sufficiently close relationship (where such relationship is direct and extends beyond being a relative or member of the same organization, association or religious group or a client, customer or former client or customer or being a close personal friend of a close personal friend of such individual) to be in a position to assess the capabilities and the trustworthiness of such individual. For the purposes of this certificate "close business associate" means that you have had a direct sufficient prior business dealings with such individual (where such relationship is direct and extends beyond being a casual business associate or person introduced or solicited for the purpose of purchasing securities or a client, customer or former client or customer or being a close business associate of a close business associate of such individual) to be in a position to assess the capabilities and trustworthiness of such individual.

Name of director, executive officer, control person or founder:

Length of Relationship:

Years

Details of Relationship:

Prior Business Dealings (if applicable):

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 and registration requirements of the applicable securities laws.

The undersigned has executed this Questionnaire as of the _____ day of _____, 20__.

If a Corporation, Partnership or other Entity:

If an Individual:

Name of Entity

Signature of Person Signing

Signature

Name, Title of Person

Name of Individual

EXHIBIT 3

RISK ACKNOWLEDGEMENT FORM

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Risk Acknowledgement
Saskatchewan Close Personal Friends and Close Business Associates

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.
- The person selling me these securities is not registered with a securities regulatory authority or regulator and has no duty to tell me whether this investment is suitable for me.
- I will not be able to sell these securities for 4 months.
- I could lose all the money I invest.
- I do not have a 2 day right to cancel my purchase of these securities or the statutory rights of action for misrepresentation I would have if I were purchasing the securities under a prospectus. I do have a 2 day right to cancel my purchase of these securities if I receive an amended offering document.

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

I am a **close** personal friend or **close** business associate of _____ [state name], who is a _____ [state title - founder, director, executive officer or control person] of Atlantic Advantage Mortgage Investment Corporation.

I acknowledge that I am purchasing based on my close relationship with _____ [state name of founder, director, executive officer or control person] whom I know well enough and for a sufficient period of time to be able to assess her/his capabilities and trustworthiness.

I acknowledge that this is a risky investment and that I could lose all the money I invest.

_____ Date
_____ Signature of Purchaser
_____ Print name of Purchaser

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 may not receive any written information about the issuer or its business

If you have any questions about the issuer or its business, ask for written clarification before you purchase the securities. You should consult your own professional advisers before investing in the securities.

You will not receive advice.

Unless you consult your own professional advisers, you will not get professional advice about whether the investment is suitable for you.

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

A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer. You can only sell the securities of a non-reporting issuer in very limited circumstances. You may never be able to sell these securities.

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. There may be no market for these securities. You may never be able to sell these securities.

For more information on the exempt market, refer to the Saskatchewan Financial Services Commission's website at <http://www.sfsc.gov.sk.ca>.

You must sign 2 copies of this form. You and the Corporation must each receive a signed copy

EXHIBIT 6 – CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

TO: Atlantic Advantage Mortgage Investment Corporation

The undersigned hereby acknowledges and consents to the collection and disclosure to applicable securities regulatory authorities of personal information relating to the purchase of shares in the capital of Atlantic Advantage Mortgage Investment Corporation.

This information is being collected indirectly by the Securities Commissions under the authority granted to them in securities legislation for the purposes of the administration and enforcement of the securities legislation.

Dated as of the _____ day of _____, 20_____

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from Subscriber)

Title

For more information on the indirect collection of information (based on province of residency) please contact:

British Columbia
British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, BC V7Y 1L2
Attention: Freedom of Information Officer
Telephone: (604) 899-6500 or
(800) 373-6393 (in BC)

Saskatchewan
Saskatchewan Financial Services Commission
Suite 601, 1919 Saskatchewan Drive
Regina, SK S4P 4H2
Attention: Director
Telephone: (306) 787-5842

Alberta
Alberta Securities Commission,
Suite 600, 250-5th St. SW
Calgary, AB T2P 0R4
Attention: Information Officer
Telephone: (403) 355-4151

Manitoba
The Manitoba Securities Commission
500 - 400 St. Mary Avenue Winnipeg,
MB R3C 4K5
Attention: Director of Registrations
Telephone: (204) 945-2548
Fax: (204) 945-0330
Telephone: (902) 424-7768

Ontario

Ontario Securities Commission
Suite 1903, Box 55
20 Queen Street West
Toronto, ON M5H 3S8
Attention: Compliance and Registrant Regulation
Telephone: (416) 593-8314
Email: registration@osc.gov.on.ca

New Brunswick

New Brunswick Securities Commission
Suite 300, 85 Charlotte Street
Saint John, NB E2L 2J2
Attention: Director, Regulatory Affairs
Telephone: (506) 658-3060

Prince Edward Island

Securities Registry
Office of the Attorney General B Consumer,
Corporate and Insurance Services Division
P.O. Box 2000
Charlottetown, PE C1A 7N8
Attention: Deputy Registrar of Securities
Telephone: (902) 368-6288

Québec

Autorité des marchés financiers
800, square Victoria, 22e étage
C.P. 246, tour de la Bourse
Montréal (Québec) H4Z 1G3
Attention: Responsable de l'accès à l'information
Telephone: (514) 395-0337 or
(877) 525-0337 (in Québec)

Nova Scotia

Nova Scotia Securities Commission
2nd Floor, Joseph Howe Building
1690 Hollis Street
P.O. Box 458
Halifax, NS B3J 2P8
Attention: Deputy Director, Capital Markets

Newfoundland and Labrador

Securities NL
Financial Services Regulation Division
Department of Government Services
P.O. Box 8700, 2nd Floor, West Block
Confederation Building
St. John's, NL A1B 4J6
Attention: Manager of Registrations
Telephone: (709) 729-5661

**SCHEDULE “B” – CONSENT TO ELECTRONIC DELIVERY OF
DOCUMENTS**

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CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

1. I, the undersigned Subscriber, consent to receiving all documents of Atlantic Advantage Mortgage Investment Corporation (the “**Corporation**”) 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 Corporation.
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).
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: admin@aamic.ca
 - (b) by fax to:
Atlantic Advantage Mortgage Investment Corporation
80 Acadia Avenue, Suite 211
Markham, Ontario, L3R 9V1
Fax: (905) 940-8692
5. I understand and agree that at any time and without giving me advance notice, the Corporation 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 _____, 20____

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from Subscriber)

Title

Email Address

**SCHEDULE “C” – ENROLMENT FORM FOR DIRECT
DEPOSIT**

AAMIC

Enrolment Form for Direct Deposit

By signing this form, the undersigned agrees to have dividends accrued on Class A Preferred Shares of Atlantic Advantage Investment Mortgage Corporation (“Atlantic”) directly deposited to the bank account specified below.

This authorization shall remain in effect until Atlantic 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 80 Acadia Avenue, Suite 211, Markham, Ontario, L3R 9V1, Fax: 905-940-8692.

It is anticipated that dividends will be paid no less frequently than on a 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 Authorized Signatory on Account

Signature of Authorized Signatory on Joint Account (if applicable)

Name (please print)

Name (please print)

Date

Date