

RIVERROCK

MORTGAGE INVESTMENT CORPORATION

SUBSCRIPTION AGREEMENT

RIVERROCK MORTGAGE INVESTMENT CORPORATION (FOR CANADIAN RESIDENT INVESTORS)

INSTRUCTIONS

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

- Complete and execute all applicable lines on pages 2 to 5 of the Subscription Agreement.
- Schedule A:** If the Subscriber is an “accredited investor”, complete and initial Schedule A – *Accredited Investor Status Certificate*, indicating which category is applicable.
- Schedule B:** For your information – *Privacy Policy*.
- Schedule C:** For your information – *Dividend Reinvestment Plan*.
- Schedule D:** Complete Schedule D – *Risk Acknowledgement Form for Individual Accredited Investors* if the Subscriber is an “accredited investor” who is an individual as set out in Schedule A – *Accredited Investor Status Certificate*.
- Schedule E:** Contact Information of Public Officials regarding Indirect Collection of Personal Information.
- A completed Subscription form must be sent by fax or mail or email subdocs@riverrockmic.com.

Contact Information

RiverRock Mortgage Investment Corporation
200 Bay Street, Suite 3120
Toronto, Ontario
M5J 2J1
Attention: Nick Kyprianou
Telephone: (416) 504-1886
Fax: (416) 364-5999
E-mail: nick@riverrockmic.com

SUBSCRIPTION AGREEMENT

RIVERROCK MORTGAGE INVESTMENT CORPORATION

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

The undersigned on its own behalf or on behalf of any principal for whom the undersigned is contracting for under this Subscription Agreement (the “Subscriber”) hereby irrevocably subscribes for that number and class of non-voting common shares of the Corporation (“Shares”) as set forth below in Section 1 for the aggregate subscription amount set forth below in Section 1. By submitting this subscription, the Subscriber acknowledges having received and read the amended and restated offering memorandum dated September 14, 2018, as may be amended from time to time (the “Offering Memorandum”) and that the Corporation is relying on the representations and warranties set out below. Specifically, the Subscriber has determined, based on his, her, or its own investment knowledge and experience in financial and business affairs and/or after having consulted with professional advisers, that this investment is appropriate for the Subscriber. All registerable activities in respect of the distribution of Shares will be conducted by the dealer identified at Section 9 of this Agreement (the “Dealer”) in reliance upon its registrations in the appropriate categories in the applicable jurisdictions where the Shares are being offered to Subscribers.

SECTION 1 - PURCHASE AMOUNT / CLASS OF SHARES				
Subscription Price: \$10.00 per Share				
Subscription Amount (\$):				
Class Subscribing For: <input type="checkbox"/> Class F Shares <input type="checkbox"/> Class N Shares				
Subscription of Shares must be paid for via FundSERV				
SECTION 2 - SUBSCRIBER INFORMATION				
A. FOR INDIVIDUALS / JOINT ACCOUNTS				
TITLE: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR. <input type="checkbox"/> OTHER:				
LAST NAME:	FIRST NAME:	INITIAL:	BIRTH DATE (YYYY/MM/DD):	SOCIAL INSURANCE NUMBER:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:			E-MAIL ADDRESS:	
TELEPHONE NUMBER (HOME):	TELEPHONE NUMBER (ALTERNATE):	PRIMARY BUSINESS AND OCCUPATION (IF UNEMPLOYED/RETD., PLEASE PROVIDE FORMER OCCUPATION):		
ARE YOU A REGISTRANT (A REGISTERED INDIVIDUAL) UNDER SECURITIES LEGISLATION?				
<input type="checkbox"/> Yes				
<input type="checkbox"/> No				
IF SUBSCRIBING AS A JOINT ACCOUNT - COMPLETE FOR JOINT SUBSCRIBER				
TITLE: <input type="checkbox"/> MR. <input type="checkbox"/> MRS. <input type="checkbox"/> MISS <input type="checkbox"/> MS. <input type="checkbox"/> DR. <input type="checkbox"/> OTHER:				
LAST NAME:	FIRST NAME:	INITIAL:	BIRTH DATE (YYYY/MM/DD):	SOCIAL INSURANCE NUMBER:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE: <input type="checkbox"/> SAME AS ABOVE			E-MAIL ADDRESS:	
TELEPHONE NUMBER (HOME):	TELEPHONE NUMBER (ALTERNATE):	PRIMARY BUSINESS AND OCCUPATION (IF UNEMPLOYED/RETD., PLEASE PROVIDE FORMER OCCUPATION):		
ARE YOU A REGISTRANT (A REGISTERED INDIVIDUAL) UNDER SECURITIES LEGISLATION?				
<input type="checkbox"/> Yes				
<input type="checkbox"/> No				
JOINT ACCOUNT AGREEMENT (ONLY IF SUBSCRIBING AS A JOINT ACCOUNT):				
It is the express intention of the undersigned that ownership of this account be vested as joint tenants with rights of survivorship and not as tenants in common . In the event of the death of either or any of the undersigned, the entire interest in the joint account shall be vested in the survivor or survivors on the same terms and conditions as therefore held, without in any manner releasing the undersigned or their estates from the liability provided for in the terms and conditions herein.				

B. CORPORATIONS / TRUSTS / OTHER NON-INDIVIDUAL ENTITIES		
ENTITY TYPE: <input type="checkbox"/> CORPORATION <input type="checkbox"/> TRUST <input type="checkbox"/> OTHER: _____		JURISDICTION OF ENTITY:
ENTITY NAME:	BUSINESS TYPE:	BUSINESS OR TAX IDENTIFICATION NUMBER:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:		
TELEPHONE NUMBER :		FAX NUMBER:
ARE YOU A REGISTRANT (A REGISTERED FIRM) UNDER SECURITIES LEGISLATION? <input type="checkbox"/> Yes <input type="checkbox"/> No		
SECTION 3 – REGISTRATION INSTRUCTIONS (IF DIFFERENT FROM NAME OF SUBSCRIBER AND ADDRESS SET OUT IN SECTION 2) <input type="checkbox"/> SAME AS SECTION 2		
NAME:		ACCOUNT REFERENCE, IF APPLICABLE:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:		
SECTION 4 – DELIVERY INSTRUCTIONS (IF DIFFERENT FROM NAME OF SUBSCRIBER AND ADDRESS SET OUT IN SECTION 2) <input type="checkbox"/> SAME AS SECTION 2		
NAME:		ACCOUNT REFERENCE, IF APPLICABLE:
STREET ADDRESS, CITY, PROVINCE AND POSTAL CODE:		
SECTION 5 – ACCOUNT TYPE		
INDIVIDUAL:	<input type="checkbox"/> CASH <input type="checkbox"/> REGISTERED PLAN, IF SO, SPECIFY TYPE:	JURISDICTION OF REGISTERED PLAN (IF APPLICABLE):
NON-INDIVIDUAL: <input type="checkbox"/> CASH		
DEALER: <input type="checkbox"/> NOMINEE ACCOUNT <input type="checkbox"/> NOMINEE REGISTERED ACCOUNT		
SUB-TYPE: <input type="checkbox"/> INDIVIDUAL ACCOUNT <input type="checkbox"/> JOINT ACCOUNT <input type="checkbox"/> TRUST ACCOUNT		
SECTION 6 – SUBSCRIBER REPRESENTATION		
By selecting a category below, the Subscriber acknowledges that this section forms part of the “Terms and Conditions of Subscription” of this Subscription Agreement. The Subscriber represents and warrants as follows to the Corporation and acknowledges and confirms that the Corporation is relying on such representations and warranties in connection with the offer, sale and issuance of the Shares to the Subscriber:		
<input type="checkbox"/>	Accredited Investor Exemption	is resident in or otherwise subject to the laws of one of the provinces and/or territories of Canada in which the Shares are lawfully being offered and is purchasing the Shares as an “accredited investor” as defined in the <i>Securities Act</i> (Ontario) or National Instrument 45-106 – <i>Prospectus Exemptions</i> , as applicable (such investors must complete the Certificate of Accredited Investor Status in the form attached hereto as Schedule A).
<input type="checkbox"/>	Minimum Amount Investment Exemption	is resident in or otherwise subject to the laws of the provinces and/or territories of Canada in which the Shares are lawfully being offered and: <ul style="list-style-type: none"> a) is purchasing as principal; b) is not an individual; c) is not a resident of Alberta; d) the Shares have an acquisition cost to the Subscriber of not less than \$150,000, payable in cash on closing; and e) the Subscriber was not formed or used solely to purchase or hold Shares in reliance on this exemption.
<input type="checkbox"/>	Other _____	Please contact the Corporation which may request additional documentation.

SECTION 7 – STANDING INSTRUCTIONS OF SUBSCRIBER REGARDING FINANCIAL STATEMENTS

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

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

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

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

SECTION 8 – CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

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

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

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

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

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

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

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

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

	Yes	No
The Subscriber wishes to receive electronic copies of documents from the Corporation and/or Administrator:	<input type="checkbox"/>	<input type="checkbox"/>
The Subscriber consents to receiving promotional e-mails and other commercial electronic messages from the Corporation and/or Administrator or from other service providers on behalf of the Corporation:	<input type="checkbox"/>	<input type="checkbox"/>

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

SECTION 9 – DEALER INFORMATION AND ACKNOWLEDGEMENT

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

By submitting this completed Subscription Agreement to the Corporation and signing below, the Dealer hereby acknowledges and confirms, with respect to the Subscriber and the purchase of Shares under this Subscription Agreement (the "**Subscription**"), that:

- the Dealer is a reporting Canadian financial institution for the purposes of the Canada-United States Enhanced Tax Information Exchange Agreement and Part XVIII of the *Income Tax Act* (Canada) ("**FATCA**") and a reporting financial institution for the purposes of Part XIX of the *Income Tax Act* (Canada) ("**CRS**");
- under applicable law, the Dealer has primary responsibility for "know-your-client", suitability and anti-money laundering obligations and for due diligence and account classification under FATCA and the CRS (collectively, the "**Dealer Obligations**");
- the Dealer has fully complied with all such Dealer Obligations;
- the Dealer agrees to assume responsibility for all reporting obligations under FATCA and the CRS;
- the Dealer is responsible for instructing the Corporation if the Subscriber is not participating in the Corporation's Dividend Reinvestment Plan and instead wishes to receive cash dividends.

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

_____ NAME OF DEALER (FIRM NAME)	_____ NAME OF INDIVIDUAL DEALING REPRESENTATIVE AND SIGNATURE
_____ DEALER NUMBER	_____ DEALER GIIN
I hereby authorize the Corporation to rely on and accept instructions from the Dealer on my behalf in connection with redemptions and transfers of Shares.	
_____ SIGNATURE OF SUBSCRIBER	_____ SIGNATURE OF JOINT SUBSCRIBER (ONLY FOR JOINT ACCOUNTS)

SECTION 10 - SUBSCRIBER SIGNATURE

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

FOR INDIVIDUALS/JOINT ACCOUNTS

X _____ SUBSCRIBER SIGNATURE _____ NAME OF SUBSCRIBER DATE: _____, 20____	JOINT ACCOUNT HOLDER SIGNATURE, IF APPLICABLE X _____ _____ SUBSCRIBER SIGNATURE _____ NAME OF SUBSCRIBER DATE: _____, 20____
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FOR CORPORATIONS/TRUSTS/OTHER NON-INDIVIDUAL ENTITIES

PERSON(S) AUTHORIZED TO PROVIDE INSTRUCTIONS AND SIGNATURE: _____ NAME (LAST, FIRST) _____ TITLE _____ PHONE NUMBER _____ E-MAIL X _____ SIGNATURE DATE: _____, 20____	(SECOND PERSON IF NECESSARY) _____ NAME (LAST, FIRST) _____ TITLE _____ PHONE NUMBER _____ E-MAIL X _____ SIGNATURE DATE: _____, 20____
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SECTION 11 - ACCEPTANCE BY THE CORPORATION

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

RiverRock Mortgage Investment Corporation

By: _____

Name:

Title:

I have authority to bind the corporation.

THE SUBSCRIBER MUST PROVIDE ALL INFORMATION REQUESTED ON PAGES 2-5 AND IN THE RELEVANT SCHEDULES TO THIS AGREEMENT, EXECUTE THIS AGREEMENT (BY SIGNING PAGE 5 OF THIS SUBSCRIPTION AGREEMENT) AND ALL RELEVANT SCHEDULES. THE SUBSCRIBER MUST ALSO PROVIDE AN AMOUNT (IN CANADIAN FUNDS) EQUAL TO THE AGGREGATE SUBSCRIPTION AMOUNT TO THE CORPORATION IN SUCH FORM AS IS ACCEPTABLE TO THE CORPORATION. THE SHARES ARE SUBJECT TO RESTRICTIONS ON SALE AND WILL BE SUBJECT TO RESTRICTIONS ON RESALE AND MAY NOT BE RESOLD EXCEPT IN RELIANCE ON CERTAIN EXEMPTIONS FROM THE PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LEGISLATION. THE SUBSCRIBER IS ADVISED TO CONSULT HIS/HER/ITS OWN LEGAL ADVISORS IN ALL MATTERS RELATING TO THE SHARES.

TERMS AND CONDITIONS OF SUBSCRIPTION

General

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

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

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

General Representations and Warranties

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

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

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

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

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

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

Purchasing as Bare Trustee or Agent

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

1. represents and warrants that the bare trustee or agent is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal(s), to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, and that this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal(s);
2. acknowledges that the Corporation is required by law to disclose, on a confidential basis, to certain regulatory authorities, the identity of such principal purchaser(s) of Shares for whom the Subscriber may be acting, and agrees to provide such information as may be required by the Corporation to comply with such requirements; and
3. agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance on the foregoing representations, warranties and covenants of the Subscriber by the Corporation, and the breach of any of such representations, warranties and covenants by the Subscriber.

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

In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Corporation may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information. The Corporation may also be required to disclose identification information in relation to such Subscribers to governmental, regulatory, taxation agencies or a third party service provider of web-

based anti-money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

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

Resale Restrictions

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

International Information Reporting

In accordance with the *Canada-United States Enhanced Tax Information Exchange Agreement* (the "IGA") and Part XIII of the *Income Tax Act* (Canada) and related guidance issued in connection therewith (together, "FATCA"), the Corporation and/or the Dealer is required to report on behalf of the Corporation certain information with respect to Subscribers who are U.S. residents and/or U.S. citizens (including U.S. citizens who are residents or citizens of Canada), and certain other "U.S. Persons" as defined under the IGA, to the Canada Revenue Agency ("CRA"). The CRA will then exchange the information with the U.S. Internal Revenue Service ("IRS") pursuant to the provisions of the IGA.

In accordance with Part XIX of the *Income Tax Act* (Canada) which implements the Organisation for Economic Co-operation and Development Common Reporting Standard ("CRS"), the Corporation and/or the Dealer is required to report on behalf of the Corporation certain information with respect to Subscribers who are tax resident in jurisdictions other than Canada and the U.S., or who are controlled by one or more individuals who are tax resident in such jurisdictions. The CRA will then exchange the information with the tax authorities in the relevant participating foreign jurisdictions.

The Dealer has certified that it will comply with all necessary account classification, due diligence and reporting obligations under FATCA and CRS. The Subscriber agrees to provide any FATCA or CRS identification documentation requested by its Dealer such that the obligations under FATCA and CRS may be fulfilled.

The Subscriber acknowledges that if the Dealer or the Corporation is required to report information to the CRA in connection with the Subscriber's investment in the Corporation, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise.

Privacy Policy

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

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

Dividend Reinvestment Plan

Attached as Schedule C hereto is a copy of the Corporation's Dividend Reinvestment Plan (the "Plan"). The Subscriber acknowledges that the Corporation may declare and pay non-cumulative dividends in any form or amount. The Subscriber has the option of having any such cash dividends directly deposited to their bank account or enrolling in the Plan. Unless the Corporation receives instructions otherwise from the Dealer, by signing this Subscription Agreement, the Subscriber elects to enroll in the Plan and to have all dividends paid by the Corporation reinvested in additional Shares of the same class in the capital of the Corporation as outlined at Section 1 of this Subscription Agreement. **The Subscriber acknowledges having received and read a copy of the Plan and agrees to participate in the Plan in accordance with its terms.** The Subscriber also acknowledges that this authorization to enroll in the Plan will remain in effect until the Subscriber otherwise notifies the Corporation in writing in accordance with the Plan. **IF THE SUBSCRIBER DOES NOT WANT TO PARTICIPATE**

IN THE PLAN THE SUBSCRIBER MUST ADVISE THE DEALER. THE CORPORATION WILL NOT BE RESPONSIBLE FOR ANY DEALER ACTION OR OMISSION IN CONNECTION WITH THE PLAN.

Governing Law

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

Language

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

Rescission Rights

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

Indemnity

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

Survival

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

Schedules

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

Interpretation

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

Assignment

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

Entire Agreement and Headings

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

Counterparts

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

Electronic Subscriptions

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

Currency

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

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SCHEDULE A
CERTIFICATE OF ACCREDITED INVESTOR

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

Capitalized terms used but not defined herein shall have the same meaning assigned to them as in the Subscription Agreement.

In connection with the purchase by the Subscriber of the Shares of the Corporation, the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Corporation that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of, the province or territory in Canada where the Shares are being offered and the Subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor lawfully within the meaning of the *Securities Act* (Ontario) or National Instrument 45-106 – *Prospectus Exemptions* (“NI 45-106”), as applicable. Specifically, the Subscriber is:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- _____ (a) a Canadian Financial Institution, or a Schedule III bank,
- _____ (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada),
- _____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer,
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- _____ (e.1) 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),
- _____ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
- _____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec,
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- _____ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada,
- _____ (j) 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,
- _____ (j.1) 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,
- _____ (k) an individual whose net income before taxes exceeded \$200 000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300 000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- _____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5 000 000,
- _____ (m) 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 was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,
- _____ (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment], or 2.19 [Additional investment in investment funds], or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment],
- _____ (o) 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,
- _____ (p) 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 province or territory 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,

- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person (i) 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,
- _____ (r) 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,
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- _____ (t) 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,
- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- _____ (v) 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
- _____ (w) a trust established by an accredited investor for the benefit of his or her family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse or a parent, grandparent, brother, sister, child or grandchild of that accredited investor or of that accredited investor's spouse.

Defined Terms:

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

“bank” means a bank named in Schedule I or II of the *Bank Act* (Canada);

“Canadian financial institution” means:

- (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

“director” means

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“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
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) 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;

“executive officer” means, for an issuer, an individual who is

- (i) a chair, vice-chair or president,
- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (iii) performing a policy-making function in respect of the issuer;

“financial assets” means

- (i) cash,
- (ii) securities, or
- (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“financial statements” includes interim financial reports;

“founder” means, in respect of an issuer, a person who,

- (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (ii) at the time of the distribution or trade is actively involved in the business of the issuer;

“fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“investment fund” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

“person” includes

- (i) an individual,
- (ii) a corporation,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means

- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (ii) liabilities that are secured by financial assets;

“Schedule III bank” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“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);

“subsidiary” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

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SCHEDULE B

PRIVACY POLICY

RIVERROCK MORTGAGE INVESTMENT CORPORATION

Protecting Investor Privacy

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

How Do We Define Personal Information?

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

How and Why Do We Ask for Personal Information?

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

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

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

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

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

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

How We Protect Investor Information

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

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

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

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

Questions or Concerns

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

SCHEDULE C

DIVIDEND REINVESTMENT PLAN (DRIP)

1. The Plan

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

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

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

2. Eligibility

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

3. How the Plan Works

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

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

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

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

4. How to Enroll

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

Registered Owner of Shares

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

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

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

Beneficial Owners of Shares

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

5. Transaction Statements

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

6. Termination of Participation

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

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

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

7. Issuance of Shares

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

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

8. Share Dividends and Share Splits

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

9. Death or Incompetence of a Participant

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

10. Amendment, Suspension or Termination of the Plan

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

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

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

11. Notices

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

12. Taxes

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

Administration

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

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

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

13. Liability of the Corporation and the Administrator

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

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

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

14. Transfer

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

15. Currency

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

16. Governing Law

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

17. Effective Date

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

SCHEDULE D

RISK ACKNOWLEDGEMENT FORM FOR INDIVIDUAL ACCREDITED INVESTORS

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

WARNING!

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

SECTION I. TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER:	
1. About your investment	
Type of securities: Non-voting common shares	Issuer: RiverRock Mortgage Investment Corporation
Purchased from: Issuer	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss - You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - 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 www.aretheyregistered.ca .	
3. Accredited investor status	
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.	Your initials
● Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
● Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
● Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
● Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5. TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<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):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER	
6. For more information about this investment	
<p><i>RiverRock Mortgage Investment Corporation</i></p> <p><i>200 Bay Street, Suite 3120</i></p> <p><i>Toronto, Ontario</i></p> <p><i>M5J 2J1</i></p> <p><i>Attention: Nick Kyprianou</i></p> <p><i>Telephone: (416) 504-1886</i></p> <p><i>E-mail: nick@riverrockmic.com</i></p> <p><i>Website: http://riverrockmic.com/</i></p> <p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	
Form Instructions:	
<ol style="list-style-type: none"> <i>The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.</i> <i>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.</i> 	

SCHEDULE E

Contact Information of Public Officials regarding Indirect Collection of Personal Information

Alberta Securities Commission

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

British Columbia Securities Commission

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

The Manitoba Securities Commission

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

Financial and Consumer Services Commission (New Brunswick)

85 Charlot1tte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Email: info@fcnb.ca
Public official contact: Chief
Executive Officer and Privacy Officer

Government of Newfoundland and Labrador, Financial Services Regulation Division

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

Government of the Northwest Territories Office of the Superintendent of Securities

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

Nova Scotia Securities Commission

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

Government of Nunavut Department of Justice

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

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593-8314
Toll free in Canada: 1-877-785-1555
Email: exemptmarketfilings@osc.gov.on.ca
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Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A
7N8
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Government of Yukon Department of Community Services

Office of the Superintendent of Securities
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Financial and Consumer Affairs Authority of Saskatchewan

Suite 601-1919 Saskatchewan Drive Regina,
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Autorite des marches financiers

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Email: fonds_investissement@lautorite.qc.
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