

**COOPER PACIFIC FIRST MORTGAGE INVESTMENT CORPORATION**  
**OFFERING MEMORANDUM SHARE SUBSCRIPTION AGREEMENT**  
**(BRITISH COLUMBIA)**

**TO:** Cooper Pacific First Mortgage Investment Corporation (the "Company")

**AND TO:** Cooper Pacific Financial Services Corporation ("CPFS")

**By this Subscription Form:**

As set out in 5 below, the undersigned (the "Investor" or "I") offer(s) to subscribe (the "Subscription") for the number of Class B Preferred shares (the "Shares") of the Company for an aggregate subscription price of \$1.00 per Share on the terms and conditions set out in the Company's Offering Memorandum dated January 31, 2020 (the "Offering Memorandum"), receipt of a copy of which is acknowledged.

I hereby tender the aggregate subscription price for the Shares by way of a bank draft or personal cheque made payable to "Cooper Pacific First Mortgage Investment Corporation in Trust".

I intend that the Company rely upon the information that I am providing in my Subscription Agreement when considering whether or not to accept my Subscription. I acknowledge that my Subscription is subject to acceptance by the Company, is subject to rejection or allotment in whole or in part, is given for valuable consideration and is irrevocable.

**1. INDIVIDUAL SUBSCRIBER AND NAME FOR REGISTRATION**

<b>Individual Name 1:</b>	<b>S.I.N.</b>
<b>Individual Name 2:</b>	<b>S.I.N.</b>

<p>If <b>Joint</b> Tenancy with right of survivorship please initial _____ (both Individual 1 and 2)</p> <p>If <b>Joint</b> investment and with the intention that the Company rely upon these instructions when dealing with the shares, then future instructions concerning the investment must be signed by</p> <p><input type="checkbox"/> both Individual 1 "and" Individual 2</p> <p><input type="checkbox"/> either Individual 1 "or" Individual 2</p>
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**2. CORPORATE OR NON-PERSONAL SUBSCRIBER**

<b>Company / Trust / Other:</b>	<b>Tax I.D. #:</b>
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**3. INDIVIDUAL / CORPORATE / NON-PERSONAL (Address and Jurisdiction of Residency)**

<b>Address:</b>	<b>City:</b>
<b>Prov.:</b>	<b>Postal Code:</b>
<b>Fax:</b>	<b>Phone:</b>
<b>E-Mail:</b>	

**4. Complete the following information for RRSP, RESP, RRIF, LIRA or TFSA Purchases Only**

<b>Trustee Name:</b>	<b>A/C #:</b>
<b>Trustee Address:</b>	

**5. SHARE INFORMATION**

Company	Total Subscription Amount	Share Price	# of Shares	Dividends
Cooper Pacific First Mortgage Investment Corporation	\$	\$1.00	_____ Class B	Shares Quarterly cash Split ____ % Shares ____ % Cash

Please deposit cash dividends direct to my bank account (attach void cheque)

## 6. REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants in favor of the Company and CPFS (and acknowledges that the Company and CPFS, and their respective counsel, are relying thereon) as at the date hereof and as at the completion of the purchase and sale of the Shares contemplated hereby that:

### Eligibility

- (a) the Investor is entitled under applicable securities laws to invest in the Company without the benefit of a prospectus qualified under such securities laws and, without limiting the generality of the foregoing;
- (b) the Investor investing in the Company not with a view to re-sale or further distribution, and is resident in, or subject to the laws of the province of British Columbia;
- (c) the Investor has received, carefully reviewed and fully understands the Company's Offering Memorandum (including, in particular, the disclosure set out under the heading, "Item 8 – Risk Factors"), and this Subscription Agreement, in each case in its entirety;
- (d) the offer to purchase the Shares was not made to the Investor when the Investor was in the United States, and at the time the Investor executed this Subscription Agreement, the Investor was (i) outside the United States and (ii) the Investor is not a "U.S. person" (as that term is defined in Regulation S under the United States federal securities laws, which definition includes, but is not limited to, an individual resident in the United States, or a corporation organized or incorporated under the laws of the United States) and is not acquiring the Shares for the account or benefit of a U.S. person or a person in the United States;
- (e) the Investor is purchasing the Shares as principal for the Investor's own account, and not for the benefit of, or on behalf of, any other person;
- (f) neither the Investor nor any party on whose behalf the Investor is acting has been established, formed or incorporated solely to acquire, hold or permit the acquisition of an interest in the Company without a prospectus in reliance on an exemption from the prospectus requirements of applicable Canadian securities laws;

### Understanding of risks involved

- (g) the Investor:
  - (i) has such knowledge or experience in financial and business affairs as to be capable of, or has received advice from a person registered as an adviser under applicable securities legislation for the purposes of, evaluating the merits and risks of its investment in the Shares;
  - (ii) is aware of the characteristics of the Shares and understands that an investment in the Company involves substantial risks, including but not limited to: (A) the risk of a complete loss of that investment; and (B) the risks set out in the "Item 8 - Risk Factors" section of the Offering Memorandum; and
  - (iii) is aware that the Company is selling Shares on a continuous offering basis and that the Investor's Subscription will provide funds for the immediate use of the Company;

### Financial position and no need for liquidity

- (h) the Investor is able, without impairing its financial condition, to bear the economic risks of, and withstand a complete loss of, its investment;
- (i) the Investor has adequate means for providing for its current needs and possible contingencies and has no need for liquidity with respect to the investment in the Company for which it hereby applies;
- (j) the Investor is aware that (i) there is no right to demand any distribution from the Company, other than by retraction of the Shares pursuant to the terms and procedures set forth in the Offering Memorandum and described herein at Section 11, which retraction rights are subject to limitations and restrictions in certain circumstances; (ii) there will not be any public market for the Shares; and (iii) it may not be possible to sell or dispose of the Shares;

### **Investment decision**

- (k) the Investor has to its satisfaction been given the opportunity to ask questions of, and receive answers from, the Company and CPFS which it wished to raise regarding the business, affairs and financial condition of the Company and CPFS, the nature of and conflicts arising from their affiliated relationship, the proposed use of proceeds, the rights and restrictions governing the Shares, and terms of this Subscription Agreement;
- (l) the Investor has to its satisfaction been given the opportunity to obtain such additional information as it has considered necessary to evaluate the risks and merits of investing in the Company, to assess, analyze and verify the information contained in the Offering Memorandum and to make a decision to invest in the Company;
- (m) the Investor has, to its satisfaction and to the extent it has seen fit, sought advice from its own professional advisers on the legal, regulatory, tax, investment, currency, economic and other considerations relating to an investment in the Company;
- (n) the Investor's application to invest in the Company is made solely on the basis of the information contained in the Offering Memorandum and this Subscription Agreement, and the Investor has not relied and is not relying on any other information or statement, whether oral or written, express or implied, provided by any person (including the Company, CPFS, any of their associates and any of their respective partners, members, shareholders, directors, officers, employees, agents or representatives), other than the conclusion of CPFS and its representatives that an investment in the Shares is suitable or unsuitable for the Investor;
- (o) the Investor is not applying to invest in the Company as a result of any form of general solicitation or general advertising, including: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media (including any publicly accessible website) or broadcast over television or radio; or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising;

### **Legal status, authority and capacity**

- (p) the Investor has the legal capacity and competence to enter into and execute this Subscription Agreement and to take all actions required pursuant to this Subscription Agreement and, if the Investor is a corporate entity, it is duly organized and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders and others have been obtained to authorize execution and performance of this Subscription Agreement on behalf of the Investor;
- (q) the entering into of this Subscription Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constating documents of, the Investor, or of any agreement, written or oral, to which the Investor may be a party or by which the Investor is or may be bound;
- (r) the Investor has duly executed and delivered this Subscription Agreement and it constitutes a valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms;

### **Money laundering, sanctions and related matters**

- (s) the funds representing the aggregate subscription price advanced by the Investor hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "PCMLTFA") and the Investor acknowledges that the Company may in the future be required by law to disclose the Investor's name and other information relating to this Subscription Agreement and the Investor's Subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and (i) to the best of the Investor's knowledge, none of the subscription funds to be provided by the Investor (A) have been or will 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, or (B) are being tendered on behalf of a person or entity who has not been identified to the Investor; and (ii) the Investor will promptly notify the Company if the Investor discovers that any of such representations ceases to be true, and will provide the Company with appropriate information in connection therewith;

## General

- (t) the Investor will not knowingly transfer their Shares in whole or in part to a person without the approval of the Company and will do so only in accordance with applicable securities law;
- (u) the Investor will keep confidential all information provided to the Investor from time to time relating to the business and affairs of the Company, CPFS and their affiliates and will not distribute or otherwise make available any such information to any other person or otherwise exploit any such information;
- (v) the Investor has signed and delivered to the Company and retained for the Investor's own records one copy of the Risk Acknowledgement Form attached as Schedule A to this Subscription Agreement; and
- (w) the Investor will execute and deliver all documentation as may be required by applicable securities legislation or by the Company or CPFS, as the case may be, to permit the purchase of the Shares on the terms herein set forth or to comply with any filing requirements under applicable Canadian securities laws, and the Investor will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by CPFS, the Company or an affiliate thereof.

## 7. INVESTOR ACKNOWLEDGEMENTS

The Investor acknowledges that:

- (a) no prospectus has been filed with any regulator in connection with the offering of, and no securities commission or similar regulatory authority has reviewed or passed on the merits of, the Shares, and there is no government or other insurance covering the Shares;
- (b) the offer, sale and issuance of the Shares is exempt from the prospectus requirements of applicable securities laws and, as a result: (i) certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages (except as described in the Offering Memorandum), will not be available to the Investor; and (ii) the Company is relieved from certain obligations to provide information to its securityholders, and the Investor might not receive information about the Company that would otherwise be required to be provided to the Investor under securities legislation if the Company had filed a prospectus under applicable securities legislation;
- (c) interests in the Company are being offered on a "*private placement*" basis and are not and will not be listed on any stock exchange and will be subject to resale restrictions under applicable securities law, and the Investor further acknowledges that it is the responsibility of the Investor to find out what those restrictions are and to comply with those restrictions before selling any interest in the Company;
- (d) a legend may be placed on any certificate representing the Shares setting forth resale restrictions under applicable provincial securities laws;
- (e) the offering of Shares under the Offering Memorandum is not subject to a minimum offering amount and, therefore, any funds invested are available to the Company and will be paid to the Company on the completion date of my Subscription and need not be refunded to me unless the completion of the Subscription does not occur;
- (f) this Subscription is subject to the acceptance by the Company and to certain other conditions set forth in the Offering Memorandum;
- (g) CPFS has only provided exempt market dealer services to the Investor in connection with the investment in the Shares, and neither the Company nor CPFS nor their respective representatives is providing adviser services to the Investor under section 8.26 of National Instrument 31-103 or otherwise;
- (h) (i) there is a significant percentage of common officers and/or common ownership and/or common directors between the Company, CPFS and Cooper Pacific (1994) Mortgage Investment Corporation (which manages and is the promotor of the Company); (ii) CPFS' relationship with the Company and the manager may cause CPFS to perform due diligence on the Shares offered with a less independent view; and (iii) as a result, while CPFS has policies and procedures in place to assess whether an investment in the Shares is suitable for the Investor, the Investor understands that it is in their best interest to get independent advice from a trusted professional before they consider purchasing the Shares through CPFS;

- (i) the representations, warranties, undertakings, acknowledgements and confirmations provided by the Investor in this Subscription Agreement are made and given with the intent that they be relied upon by the Company and CPFS in determining the Investor's eligibility to invest in the Company on a basis exempt from the prospectus requirements of applicable Canadian securities laws; and
- (j) the Investor has been advised to seek independent legal advice in connection with its purchase of the Shares and the Investor confirms that it has not relied on the Company's or CPFS' legal counsel, in any manner whatsoever in connection with its purchase of the Shares.

## **8. INDEMNITY**

The Investor agrees to indemnify the Company, CPFS, their affiliates and their respective agents, directors, officers, shareholders and employees 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 Investor contained herein by the Company, CPFS or their respective affiliates.

## **9. INFORMATION SECURITY**

The Investor acknowledges that the Company, CPFS or their respective affiliates may communicate with the Investor with respect to this application and, if this application is accepted, the Investor's investment in the Company, via password-protected websites, email, fax and/or phone. The Investor further acknowledges that the confidentiality, security and integrity of electronic communications cannot be guaranteed.

## **10. PRIVACY CONSENTS**

The Investor (on its own behalf and, if applicable, on behalf of any person for whose benefit the undersigned is subscribing) consents to the collection, use and disclosure of personal information (collectively, "**Personal Information**") about the Investor collected by or disclosed to the Company or CPFS, on behalf of the Company, in connection with the ownership of the Shares, any recording concerning the Investor in any of the registers or records of the Company or the activities of the Company whether by, on behalf of or to the Company or any agent, advisor or service provider of the Company, including CPFS, for the following purposes:

- (a) for all purposes related to the holdings of the Investor;
- (b) to facilitate the governance, management and operation of the Company and its assets, including, without limitation, filing information with government agencies and regulatory authorities, to secure investment in the Company, reporting to creditors and shareholders, securing financing of the Company or its activities, dealing with creditors of the Company or acquiring, leasing, using or disposing of assets of the Company;
- (c) to market, sell, provide and inform the Investor of the products and services of the Company and its affiliates, including information about future investment opportunities;
- (d) enforcing or taking action with respect to any rights of the Company;
- (e) to disclose Personal Information to the Company's affiliates, business partners, lenders or other creditors, lawyers, accountants and other advisors and consultants in furtherance of the affairs and activities of the Company and any of the foregoing purposes.

If the Company wishes to disclose the Personal Information to third parties for a purpose other than those set out above, then the Company must first notify the Investor of the purpose for which the Personal Information will be used. If the Investor wishes that the Personal Information not be used or disclosed to third parties for the other purpose, the Investor can opt-out by way of a written notice to the Company.

The Investor (on its own behalf and, if applicable, on behalf of any person for whose benefit the undersigned is subscribing) further acknowledges and consents to the fact that CPFS or the Company may be required by applicable securities laws to provide regulatory authorities any personal information provided by the Investor respecting itself (and any beneficial purchaser) including without limitation the Investor's name, address, telephone number, email address, the number of Shares purchased and, if applicable, information regarding beneficial ownership of the Investor. The Investor represents and warrants that it has the authority to provide the consents and acknowledgements set out in this section on behalf of all beneficial purchasers. The contact information for the officer of the Company who can answer questions about this collection of information is as follows:

Attention: Jonathan Norgaard, CFO  
Telephone: (250) 475-2669; Toll Free: 1-877-475-2669  
Facsimile: Fax: (250) 475-1196; Toll Free Fax: 1-866-475-1196  
Email: info@cooperpacific.ca

The Investor (and, if applicable, any disclosed beneficial purchaser) further acknowledges that it has been notified by the Company: (a) of the delivery to the British Columbia Securities Commission (the “**BCSC**”) of the full name, residential address, telephone number and email address of the undersigned (and, if applicable, any disclosed beneficial purchaser), the number and type of securities purchased hereunder, the total purchase price, the exemption relied upon and the date of distribution; (b) that this information is being collected indirectly by the BCSC under the authority granted to it in the securities legislation of British Columbia; (c) that this information is being collected by the BCSC for the purposes of the administration and enforcement of the securities legislation of British Columbia and may be disclosed to the public by such securities regulatory authority in accordance with securities legislation; and (d) that in the event the Investor has any question with respect to the BCSC’s indirect collection of the information, the Investor should contact the BCSC at (604) 899-6854 or 1-800-373-6393 (Toll free across Canada) or by facsimile at (604) 899-6581 or in person or writing at P.O. Box 10142, Pacific Centre, 12th Floor, 701 West Georgia Street, Vancouver, British Columbia, V7Y 1L2, Attention: FOI Inquiries, and authorizes such indirect collection and disclosure of information by the BCSC.

## 11. RETRACTION RIGHTS

The Investor acknowledges that the Shares are retractable by the Investor after a period of 12 months following the last day of the fiscal quarter of the Company in which the Shares being exercised for retraction (the “**Retraction Shares**”) were issued. Such retraction shall be effective (the “**Effective Date**”) as follows:

- (a) for Retraction Shares for which a notice of retraction (a “**Retraction Notice**”) is received by the Company on or before January 31st, the Effective Date shall be the following March 31st;
- (b) for Retraction Shares for which a Retraction Notice is received by the Company on or before April 30th, the Effective Date shall be the following June 30th;
- (c) for Retraction Shares for which a Retraction Notice is received by the Company on or before July 31st, the Effective Date shall be the following September 30th; and
- (d) for Retraction Shares for which a Retraction Notice is received by the Company on or before October 31st, the Effective Date shall be the following December 31st.

The Shares are retractable during any one-year period after the issue date of the Share by delivering a Retraction Notice to the Company at least 60 days before the first and any succeeding one-year anniversary (each an “**Anniversary**”) of the last day of the calendar quarter (the “**Determination Date**”) in which the Share was issued. If the Investor does not deliver a Retraction Notice to the Company at least 60 days before the applicable Anniversary, then the right of retraction by the Investor shall lapse and the Share shall not be retractable by the Investor except in connection with the next following Anniversary.

A Retraction Notice must specify the share certificate number(s) representing the Retraction Shares and number of Shares the holder wishes to retract.

The Company will redeem Shares for which it properly receives a Retraction Notice for an amount equal to the Retraction Price (as defined below) on a date that is within 30 days from the Effective Date (the “**Initial Retraction Date**”) unless (each of the following, a “**Retraction Limit**”):

- (a) as a result of any of the retractions the Company would cease to qualify as a mortgage investment corporation;
- (b) the Company receives, during any one fiscal year, Retraction Notices for more than 20% of any one class of Retractable Shares outstanding as at the last day of the Company’s most recently completed fiscal year end prior to the Effective Date, and the directors of the Company determine in their sole discretion that sufficient funds are not available to the Company for the purposes of retraction; or

- (c) the Company receives, during any fiscal quarter, Retraction Notices for more than 5% of any one class of Retractable Shares outstanding as at the last day of the Company's most recently completed fiscal year end prior to the Effective Date, and the directors of the Company determine in their sole discretion that sufficient funds are not available to the Company for the purposes of retraction,

in which case the Company will redeem the Shares for which Retraction Notices have been received *pro rata* on the Initial Retraction Date up to the Retraction Limits. Shares for which Retraction Notices have been received and which have not been redeemed on the Initial Retraction Date shall be redeemed in the Company's next fiscal quarter in which Retraction Notices received equal less than the Retraction Limits and will be redeemed in priority to subsequent retraction requests.

The amount paid by the Company in respect of each Share for which it properly receives a Retraction Notice (the **Retraction Price**) shall be the amount equal to the paid up capital of the Share plus any dividends then declared and payable but not yet paid on such Share less the Share's *pro rata* proportion of any deficit in the Company at the Effective Date.

## 12. GENERAL

- (a) The Investor acknowledges and agrees that the Investor will bear all costs and expenses incurred by the Investor (including any fees and disbursements of any legal or financial advisors retained by the Investor) relating to the Subscription.
- (b) This Subscription Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Investor, in its personal or corporate capacity, irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.
- (c) This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the parties hereto notwithstanding the completion of the purchase of the Shares by the Investor under this Subscription Agreement.
- (d) This Subscription Agreement is not transferable or assignable. No rights or obligations of the Investor under this Subscription Agreement may be assigned or transferred without the prior written consent of the Company and any purported assignment without that consent will be invalid and of no force or effect. Despite the foregoing, this Subscription Agreement shall ensure to the benefit of and be binding upon each of the parties' heirs, executors, administrators and successors by operation of law.
- (e) The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Subscription Agreement.
- (f) Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Subscription Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Shares and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else. This Subscription Agreement may not be modified, amended or terminated except by an instrument in writing signed by the party against whom any modification, amendment or termination is sought.
- (g) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if couriered or transmitted electronically or by facsimile. Notices to the Investor shall be directed to the address on page 1 of this Subscription Agreement and notices to the Company shall be directed to Cooper Pacific First Mortgage Investment Corporation, c/o Cooper Pacific Financial Services Corporation, 821 Broughton Street, Victoria, BC, V8W 1E5, Attention: Jonathan Norgaard, CFO, E-mail: info@cooperpacific.ca, Fax: (250) 475-1196; Toll Free Fax: 1-866-475-1196, with a copy to Cox Taylor at 26 Bastion Square, Third Floor Burnes House, Victoria, BC V8W 1H9, or, in each case, to such other address as either party may notify the other in writing from time to time.
- (h) The headings contained in this Subscription Agreement are for convenience only and shall not affect the meaning or interpretation of this Subscription Agreement in its entirety or of any provision hereof.

- (i) Where the context so requires, words importing the singular number shall include the plural and vice versa, and words importing gender shall include all genders.
- (j) In the event that this Subscription is not accepted for any reason, including the requirement to file with the applicable regulatory authorities a prospectus or equivalent offering document as a precondition to acceptance, then the return of Subscription funds to the Investor will make this Subscription null and void and the Company will not have any further obligation to the Investor with respect to the Subscription.
- (k) This Subscription Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Subscription Agreement by facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Subscription Agreement as of the date of acceptance of the Subscription by the Company.
- (l) The Investor hereby acknowledges that it will deliver to the Company all such additional completed forms in respect of the Investor's purchase of the Shares, and do all other acts and things, as may be necessary or desirable to complete the Subscription or as may be required for filing with the appropriate securities commissions and regulatory authorities, and will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by CPFS, the Company or an affiliate thereof. To complete this subscription, all required documents must be delivered to:

**Cooper Pacific First Mortgage Investment Corporation**

c/o Cooper Pacific Financial Services Corporation

821 Broughton Street

Victoria, BC, V8W 1E5

Attention:	Jonathan Norgaard, CCO
Telephone:	(250) 475-2669; Toll Free: 1-877-475-2669
Facsimile:	Fax: (250) 475-1196; Toll Free Fax: 1-866-475-1196
Email:	info@cooperpacific.ca

The Investor agrees that acceptance of this Subscription will be effective upon the mailing of a written confirmation of such acceptance to the Investor at the address stated on the first page of this Subscription Agreement.

Signed at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Signature of Investor(s)** or, if the Investor  
is a corporate entity, signature of authorised signatory

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



**OFFICE USE ONLY**

**ACCEPTANCE OF SUBSCRIPTION**

This Subscription is accepted by the Cooper Pacific First Mortgage Investment Corporation on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

per: \_\_\_\_\_  
          Authorized Signatory

<b>Investor ID #</b>		<b>Cert. #</b>		<b>Cert. Date</b>	
<b>Posted On</b>		<b>Posted By</b>		<b>Referral Fee</b>	<b>Y / N</b>

# Schedule A

FORM 45-106F4

**Instruction: The Investor must sign 2 copies of this form. The Investor and CPFS must each receive a signed copy.**

## Risk Acknowledgement

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

I am investing \$ \_\_\_\_\_ [total consideration] in total; this includes any amount I am obliged to pay in future. COOPER PACIFIC FINANCIAL SERVICES CORPORATION will pay \$ \_\_\_\_\_ [amount of fee or commission] to \_\_\_\_\_ [name of person selling the securities] as a fee or commission.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Print name of Purchaser

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

**WARNING**

### You have 2 business days to cancel your purchase

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

Issuer Name and Address: **Cooper Pacific First Mortgage Investment Corporation**  
 c/o Cooper Pacific Financial Services Corporation  
 821 Broughton Street, Victoria, B.C. V8W 1E5  
 Attention: Jonathan Norgaard, Chief Compliance Officer  
 Telephone: 250-475-2669  
 E-mail: info@cooperpacific.ca

**You are buying Exempt Market Securities**

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

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

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

**You will receive an offering memorandum**

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

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

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

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

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

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

**British Columbia Securities Commission**

12th Floor, 701 West Georgia Street

Vancouver, B.C. V7Y 1L2

Telephone: (604) 899-6500

Facsimile: (604) 899-6506

Website: [www.bcsc.bc.ca](http://www.bcsc.bc.ca)