

TO: NORTHSIDE MORTGAGE INVESTMENT CORPORATION (the "Corporation")

In connection with the purchase of Special Shares (the "Securities") of the Corporation by the undersigned subscriber or, if applicable, the disclosed principal on whose behalf the undersigned is purchasing as agent (the "Subscriber" for the purposes of this Schedule A), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. The Subscriber is either purchasing the Securities as principal for the Subscriber's own account or is deemed under National Instrument 45-106 Prospectus Exemptions of the Canadian Securities Administrators ("NI 45-106") to be purchasing the Securities as principal;
2. The Subscriber is an "eligible investor" as defined in NI 45-106, meaning: *[check all applicable boxes]*
  - a. person or company whose:
    - net assets, alone or with a spouse, exceed C\$400,000,
    - net income before taxes exceeded C\$75,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year, or
    - net income before taxes combined with that of a spouse exceeded C\$125,000 in each of the two most recent years and who reasonably expects to exceed that income level in the current year, a person or company of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the Directors are eligible investors,
    - a general partnership in which all of the partners are eligible investors,
    - a limited partnership in which the majority of the general partners are eligible investors,
    - a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are eligible investors,
    - an accredited investor,
    - a person described in section 2.5 of NI 45-106 *[Family, friends and business associates]*, or
    - in Manitoba, Northwest Territories, Nunavut, Prince Edward Island and Yukon, a person that has obtained advice regarding the suitability of the investment and, if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser.
3. The above representations, warranties and covenants will be true and correct both as of the execution of this Representation Letter and as of the issue date and acknowledges that they will survive the completion of the issue of the Securities; and
4. The undersigned acknowledges that the foregoing representations, warranties and covenants are made by the undersigned with the intent that they be relied upon in determining the suitability of the Subscriber as a purchaser of the Securities and that this Representation Letter is incorporated into and forms part of the Subscription Agreement and the undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of the Securities.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Subscriber

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Subscriber or  
Authorized Representative

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title