Court File No. BK-26-03429084-0032
Estate No.: 32-3429084

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF SIREG 700 PARKHILL INC., SIREG 1-4 BALMORAL INC., SIREG 4 CARTIER INC., SIREG 6 CARTIER INC., SIREG 8 CARTIER INC., SIREG 10 CARTIER INC., SIREG 12 CARTIER INC., SIREG 14 CARTIER INC., SIREG 16 CARTIER INC., SIREG 1390 KENSINGTON INC., SIREG 1400-1410 KENSINGTON INC., 1000001856 ONTARIO INC., and 1000366987 ONTARIO CORPORATION

AFFIDAVIT OF ARIYANA BOTEJUE

I, Ariyana Botejue, of the City of Toronto, in the Province of Ontario, **AFFIRM THAT**:

1. I am employed at Blaney McMurtry LLP ("**Blaney**"), and assistant to Mr. David Ullmann ("**Mr. Ullmann**"), and as such I have knowledge of matters herein deposed.

2. I am advised by Mr. Ullmann that Blaney is in the process of being retained in connection with these proceedings.

3. I am advised by Mr. Ullmann that he, along with members of Sotos LLP, have, since the insolvency of SIREG was made public, been contacted by and in communication with as many as 25 different individuals who have identified themselves as being investors in the entity known as "THE SIMPLE MORTAGE INVESTMENT CORPORATION" (the "**TSMIC**").

4. Provided to me by Mr. Ullmann, and attached as **Exhibit "A"**, is a copy of an Offering Memorandum dated July 31, 2025. I am advised by Mr. Ullmann that the Offering Memorandum advises, among other things, under the heading "Management of the Fund" on page 3:

> **Management of the Fund**
>
> The overall business and undertaking of the Fund is overseen by the board of directors. The day-to-day operations of the Fund are managed by The Simple Investor Real Estate Group Inc. (the "**Manager**") under a management and administration agreement (the

"**Management Agreement**") with the Fund. Mr. Todd Slater is a director of the Fund and is also the sole director and shareholder of the Manager.

5. Provided to me by Mr. Ullmann, and attached as **Exhibit "B"** are redacted copies of two documents, which I am advised by Mr. Ullmann are from one investor who has contacted Blaney, which demonstrate how investments were made in this MIC.

6. I am informed by Mr. Ullmann that the Offering Memorandum, under the heading "Characteristics of the Mortgages", describes the TSMIC use of funds:

> **Characteristics of the Mortgages**
> It is anticipated that the Fund will advance mortgage loans to projects included in the SIREG Program. The investment objective of the Fund is to generate income while preserving capital for reinvestment.
>
> The Fund will primarily invest in second mortgages on SIREG Properties but may also invest in prior or subsequent ranking mortgages on other properties which meet the Fund's lending criteria. The Fund may also hold assets in cash or in short term investments for working capital and operational purposes.

7. I am advised by Mr. Ullmann that Blaney and Sotos LLP have not yet been formally retained by these investors, but I am advised by Mr. Ullmann that they expects to be so shortly by some or most of the parties who have corresponded with them.

8. I swear this affidavit in connection with the Proposal Proceedings of The Simple Investor Real Estate Group Inc. and for no other purpose.

AFFIRMED REMOTELY BEFORE ME by Ariyana Botejue at the City of Toronto, and I in the City of Pickering, and both residing in the Province of Ontario, this 14th day of October 2026, in accordance with *O. Reg. 431/20, Administering or Declaration Remotely*.

Khadija Waqqas.

Commissioner for Taking Affidavits
KHADIJA WAQQAS (LSO # P16129)

ARIYANA BOTEJUE

This is Exhibit "A" to the Affidavit of Service of Ariyana Botejue at the City of Toronto, and I in the City of Pickering, and both residing in the Province of Ontario, this 14th day of October 2026, in accordance with *O. Reg. 431/20, Administering or Declaration Remotely*.

Khadija Waqqas.

Commissioner for Taking Affidavits
KHADIJA WAQQAS (LSO # P16129)

This confidential Offering Memorandum constitutes an offering of securities only in those jurisdictions and only to those persons to whom they may lawfully be offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities. This Offering Memorandum is for the personal use only of those persons to whom we deliver a copy in connection with this offering for the purpose of evaluating the securities we are offering hereby. By accepting a copy, you agree that you will not transmit, reproduce or make available to anyone, other than your professional advisors or as required by law, this Offering Memorandum or any information contained herein. No person has been authorized to give any other information or to make any other representation concerning this offering that is not contained in this Offering Memorandum. You should not rely on any such other information or representation.

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

CONFIDENTIAL OFFERING MEMORANDUM

Class A Preferred Shares

Continuous Offering **Date: July 31, 2025**

THE ISSUER

Name:	**THE SIMPLE MORTGAGE INVESTMENT CORPORATION** (the "**Fund**")
Head Office:	1075 Sutton Drive Burlington, ON L7L 5Z8 Tel. No: 1-905-812-2524 Email: mic@thesimpleinvestor.com Website: www.thesimpleinvestor.com
Currently Listed or Quoted:	**These securities do not trade on any exchange or market**
Reporting Issuer:	No
SEDAR+ Filer:	No. The Fund is not a reporting issuer and does not file continuous disclosure documents on SEDAR+ that are required to be filed for reporting issuers. However, the Fund may be required to file certain documents on SEDAR+ pursuant to its reliance on certain prospectus exemptions contained in National Instrument 45-106 – *Prospectus Exemptions*.

THE OFFERING

Securities Offered:	Class A Preferred Shares (individually referred to as a "**Share**" and collectively as the "**Shares**")
Price Per Share:	$10.00 per Share.
Minimum/Maximum Offering:	**There is no minimum. You may be the only purchaser.** **Maximum: 2,500,000 Class A Preferred Shares ($25,000,000)** **Funds available under the Offering may not be sufficient to accomplish our proposed objectives. See Item 2.6, "Insufficient Funds".**
Minimum Subscription Amount:	$50,000. The Fund may waive the minimum subscription amount.
Payment Terms:	Bank draft, direct bank deposit, electronic funds transfer or certified cheque payable to "The Simple Mortgage Investment Corporation" accompanied by a fully completed Subscription Agreement, as more particularly described in Item 5, "Securities Offered".
Proposed Closing Dates:	The Shares will be offered for sale on a continuous basis at the discretion of the Manager. Closings will occur on the dates established by the Manager in its discretion.
Income Tax Consequences:	There are important tax consequences to these securities. See Item 8, "Income Tax Consequences".
Compensation Paid to Sellers and Finders:	A person has received or will receive compensation for the sale of securities under this Offering. See Item 9, "Compensation Paid to Sellers and Finders".
Payments to Related Party:	Some of your investment will be paid to a related party of the Fund. See Item 1.2.
Conditions on Repurchases:	**You will have a right to require the Fund to repurchase the Shares from you, but this right is qualified by certain restrictions and subject to Early Redemption Penalties. As a result, you might not receive the amount of proceeds that you want. See Item 5.1.**

RESALE RESTRICTIONS

You will be restricted from selling your securities for an indefinite period. See Item 12, "Resale Restrictions".

PURCHASER'S RIGHTS

You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel your agreement to purchase these securities. See Item 13, "Purchasers' Rights".

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item Item 10, "Risk Factors".

FORWARD-LOOKING INFORMATION

This Offering Memorandum may contain "forward-looking information" as such term is defined in the *Securities Act* (Ontario). Forward-looking information is disclosure regarding possible events, conditions or results of operations that is based on assumptions about future economic conditions and courses of action and includes future-oriented financial information with respect to prospective results of operations, financial position or cash flows that is presented either as a forecast or a projection. Similarly, a "financial outlook" is forward-looking information about prospective results of operations, financial position or cash flows that is based on assumptions about future economic conditions and courses of action that is not presented in the format of a historical balance sheet, income statement or cash flow statement.

Investors are advised that forward-looking information is subject to a variety of risks, uncertainties and other factors that could cause actual results to differ materially from expectations as expressed or implied herein. Although the forward-looking information contained herein reflects the beliefs and expectations of management of the Fund at this time, investors are cautioned not to place undue reliance on such information. Upon receipt of this Offering Memorandum, each investor will be deemed to have acknowledged and agreed that any forward-looking information contained herein should not be considered material for the purposes of, and may not have been prepared and/or presented consistent with, National Instrument 51-102 *Continuous Disclosure Requirements* and that the investor will not receive any additional information updating such forward-looking information during any period that the Trust is not a "reporting issuer" in any province or territory of Canada, other than as may be required under applicable securities laws and/or as agreed to in contract.

SELLING AGENT

The Manager has retained Waverley Corporate Financial Services Ltd. (Waverley), a registered exempt market dealer, to assist in the marketing and distribution of the Shares. The information and analyses contained in this Offering Memorandum, have been prepared by the Manager and the Fund. Mr. Terry O'Leary, the dealing representative of Waverley who is acting on behalf of Waverley in connection with the Offering, is a shareholder of the Fund, and through his company Crossroads Mortgage Administrator Inc., may provide mortgage brokerage and administration services to the Manager and the Fund, provided that Crossroads Mortgage Administrator Inc. is licensed and qualified to do so.

MATERIAL INCORPORATED BY REFERENCE

In addition to and apart from this Offering Memorandum, the Fund may utilize certain marketing materials in connection with the Offering, including an executive summary of certain of the material set forth in this Offering Memorandum. This material may include fact sheets and investor sales promotion brochures, presentations and online material. All such marketing materials are specifically incorporated by reference into and form an integral part of this Offering Memorandum. All such marketing materials will be delivered or made reasonably available to a prospective purchaser prior to the purchase by such prospective purchaser of the Shares.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Offering Memorandum to the extent that a statement contained herein or in any other subsequently delivered Offering Memorandum which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. The modifying

or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Memorandum.

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ITEM 1 USE OF NET PROCEEDS

1.1 *Net Proceeds*

The estimated total available funds to the Fund after the Offering are as follows:

		Class A Assuming Maximum Offering of $25,000,000[1]
A	Amount to be raised by this Offering	$25,000,000
B	Selling commissions and fees[2]	$1,250,000
C	Estimated costs of the Offering[3] (including legal, accounting, audit, website, and printing)	$150,000
D	Net Proceeds: D = A – (B + C)	$23,600,000
E	Additional sources of fund required[4]	$0
F	Working capital deficiency[5]	$0
G	Total: G = (D + E) - F	$23,600,000

Notes:

(1) There is no minimum offering. The Fund will offer an unlimited number of Shares on a continuous basis. The amount shown under "Maximum Offering" is an estimate based on the sale of 2,500,000 Shares, which the Fund expects to sell pursuant to this Offering, and is used for illustrative purposes only.

(2) The Fund sells Shares through dealers authorized to do so. It is expected that the Fund will pay compensation to such dealers, up to a maximum of 5% of gross subscription proceeds. To the extent that the Fund is responsible for the payment of compensation to dealers, the funds available to the Fund for investment purposes and distributions will be reduced. See Item 9, "Compensation Paid to Sellers and Finders".

(3) Offering costs, including the organizational costs of the Fund, are estimated at $150,000. These costs will be paid as a general expense from revenues generated after investment of the proceeds of the Offering.

(4) Although the Fund intends to fund its investments primarily through capital raised from the issuance of Shares, the Fund may also fund investments through the use of leverage, as permitted by applicable legislation. The amount of proceeds raised through the use of leverage is not known; however, subject to the limits imposed by the applicable legislation, the Fund may borrow to the extent that the Fund's Board of Directors is satisfied that such borrowing and additional investments will increase the overall profitability of the Fund. See "2.1 Business of the Fund – Qualifying as a MIC under the Tax Act" for a description of the ability of the Fund, as a mortgage investment corporation, to borrow funds and leverage its capital.

(5) As at the date of this Offering Memorandum, the Issuer does not have a working capital deficiency.

1.2 *Use of Available Funds*

Description of Intended use of net proceeds listed in order of priority	**Assuming Min Offering**	**Assuming Max Offering**
Investment in mortgages and working capital	$0	$23,600,000

The Fund is a "mortgage investment corporation" as this term is defined by Section 130.1 of the Tax Act. It is anticipated that the funds raised from this offering after expenses will be used for funding mortgage investments as described herein. All or a significant portion of the funds raised from this offering may be invested in mortgages on property in which the Manager or its affiliated entities, including SIREG Management Inc., have an interest.

See Item 2.1, "Structure" – "Relationship between the Fund and the Manager" and Item 2.2, "Our Business".

1.3 *Proceeds Transferred to Other Issuers*

The Fund intends to spend the available funds as stated in Item 1.2. and Item 2.1. The borrowers to which the Fund may provide mortgage funding are related to, but are not subsidiaries of, and are not controlled by, the Fund.

ITEM 2 BUSINESS OF THE FUND

2.1 *Structure*

The Fund

The Fund is a corporation incorporated under the laws of Ontario on March 3, 2020.

The Fund is required under its articles of incorporation to qualify and to remain qualified as a "mortgage investment corporation," or a "MIC", under the Tax Act. This effectively enables the Fund to operate as a "flow through" conduit of net income to its shareholders.

The Fund's business objective is to generate income through its investment portfolio while maintaining its status as a mortgage investment corporation under the Tax Act. The requirements for continuing to qualify as a MIC are discussed in further detail below. The Fund invests primarily in mortgages on properties included in The Simple Investor Real Estate Group (SIREG) investment program, as described in Item 2.1, "Structure". In addition, the Fund is authorized to invest in other mortgage and related investments as described herein.

The capital of the Fund is divided into classes of shares. The common shares have only nominal value. The Class A Preferred Shares, offered under this Offering Memorandum, provide investors with returns from mortgage investments as described herein. The Shares have a target distribution of 8% per annum. There can be no assurance that the target distribution will be achieved. See Item 4.1, "Securities Except for Debt Securities".

Qualifying as a MIC under the Tax Act

Section 130.1 of the Tax Act sets out the requirements for qualifying as a MIC. Please refer to Item 8.2, "MIC Requirements" for details.

Section 130.1 of the Tax Act authorizes a MIC to borrow funds and leverage its capital in certain ratios related to the type of assets held. Provided one-half of a MIC's assets comprise a combination of residential mortgages and/or Canada Deposit Insurance Corporation (CDIC) insured investments, the MIC is authorized to borrow up to a maximum of three times the amount of its assets. Provided two-thirds of a MIC's assets comprise a combination of residential mortgages and/or CDIC insured investments, the MIC is authorized to borrow up to a maximum of five times the amount of its assets.

The Fund may borrow funds provided it is prudent to do so. The Fund may pursue a leveraged investment strategy by issuing debt obligations up to a maximum of two times the net book value of the assets of the Fund (including, but not limited to, drawing on a line of credit).

As a MIC, the Fund is entitled to deduct from its income the amount of taxable dividends it pays to its shareholders. The Fund's dividend policy requires it to pay out as dividends substantially all of its net income and net realized capital gains every year, and as a result the Fund anticipates that it will not be liable to pay income tax in any year. The Fund operates as a tax-efficient conduit. Refer to Item 8, "Income Tax Consequences and RRSP Eligibility".

The Tax Act's MIC criteria permit revenue sources other than residential mortgages, including among other things equity investments in real estate, investments in stocks and securities of Canadian companies, and mortgage lending in respect of commercial real estate. Notwithstanding its ability to invest in the array of investments allowed under the Tax Act, it is the Fund's policy to invest its non-CDIC-insured holdings in mortgages secured by real estate located in Canada, primarily residential real property. A MIC's only permitted undertaking under the Tax Act criteria is the investing of its funds, and it is specifically prohibited from managing or developing real property.

Management of the Fund

The overall business and undertaking of the Fund is overseen by the board of directors. The day-to-day operations of the Fund are managed by The Simple Investor Real Estate Group Inc. (the "**Manager**") under a management and administration agreement (the "**Management Agreement**") with the Fund. Mr. Todd Slater is a director of the Fund and is also the sole director and shareholder of the Manager.

The Manager and the Fund may engage and supervise service providers to provide mortgage brokerage, administration and servicing to the Fund. Crossroads Mortgage Administrator Inc., a corporation wholly owned by Mr. Terry O'Leary, a director of the Fund, may be appointed as the mortgage administrator for the Fund provided that Crossroads Mortgage Administrator Inc. then holds all required licenses and is qualified to do so.

The Manager may employ from time to time the services of related persons, including mortgage administrators, real estate brokers and property management companies. Any fees paid by the Fund to such related persons will be at rates consistent with those charged by arms-length third parties.

Advisory Committee

The Fund has an advisory committee (the "Advisory Committee") composed of individuals who provide the benefit of their experience and industry knowledge to the investment strategies of the Fund. The Advisory Committee is a 3-member board that meets with management on an annual basis, unless a conflict arises, in which case a meeting may be called by either management or any member of the Advisory Committee. The Committee shares views on mortgage investment opportunities, the Fund's portfolio construction, and provides commentary on the market outlook. The Advisory Committee is also charged with the oversight of conflicts of interest between investors and management, as well as monitoring related party transactions. A quorum of at least two members is required to convene a meeting of the Advisory Committee.

The members of the Advisory Committee are:

George Nikitopoulos- At the age of 18, Mr. Nikitopoulos began managing his family's restaurant business, successfully operating it for over 15 years. Having played a high level of competitive sports, Mr. Nikitopoulos realized that making split second decisions took skill and execution, which he combined with a rigorous work ethic. He applied these traits to his next opportunity in the automotive industry. In a highly competitive market in Mississauga, Ontario, he quickly climbed the ranks to become a partner in one of the largest volume automotive dealers in Canada. Selling his partnership in 2020, he realized along his journey his true passion was always real estate. A history of owning rental properties has inspired him to start his next chapter.

Dietmar Ruoff – In 1999 Mr. Ruoff founded a corporate events production company and built it into a premier North American supplier with offices and warehouses in Toronto, Montreal and Chicago. Mr. Ruoff sold the company in 2017. Mr Ruoff also founded an online streaming company in 2001 which was sold in 2008. Mr. Ruoff now focusses on real estate investments in Canada and the USA. Mr. Ruoff is a graduate of the engineering faculty of the University of Stuttgart (Germany).

Mitchell Fasken – Mr. Fasken graduated from the University of Western Ontario and is currently enrolled in the MBA program at McMaster's DeGroote School of Business. Mr. Fasken works at the StressCrete Group, North America's leading manufacturer of concrete streetlight poles. Mr. Fasken is the recipient of the DAN Department Chair Leadership Award and the Dancap Private Equity Graduating Student of the Year Award.

Relationship between the Fund and the Manager

The Manager and the Fund share certain directors and officers and may be considered to be under common direction and control.

Mr. Slater is a director and officer of the Fund. Mr. Slater is also the sole director and sole shareholder of the Manager. As described below under "Management Fees and Expenses", the Manager is entitled to certain fees from the Fund.

The Manager does not exclusively provide services to the Fund. See "Our Business – The Simple Investor Real Estate Group Program" below.

2.2 ***Our Business***

The Simple Investor Real Estate Group Program

The premise of the Manager is that for certain real properties, the whole is worth less than the aggregate of the parts that make it up. In real estate, an apartment titled property consists of multiple units but has one legal title. Whereas a condominium titled property is a single or unified piece of real estate with multiple titles for the multiple units. The end result is that each individual unit has its own title and can have individual ownership where the apartment titled property must have the same underlying ownership for each unit. The condominium structure allows the value of each individual unit to be worth more than the same unit in an apartment titled property.

The Fund has been set up to assist in the conversion of apartment titled properties to condominiums by providing financing for the acquisition of apartment titled properties. Because of the demonstrated increase in value between an apartment-titled property and a condominium-titled property, undertaking the conversion is relatively low risk. The Fund generally takes a second-ranking security interest (behind a conventional or institutional lender) registered on the title of the apartment property while the property converts to a condominium. The Fund works in conjunction with the Manager and SIREG Management Inc., an affiliated company. Combined, these companies have completed conversions of apartment title to condominium resulting in over 2,000 condominium titled units over the last decade. These companies have an established in-house process, and the requisite experience and expertise, for successfully converting apartment titled properties to condominiums in the non-urban, secondary markets of Ontario.

By focusing on these outer markets, investors can benefit from new formed condominium titled properties with positive cash flow. This uninterrupted rental revenue stream is important for the stability of the real estate investment.

There continues to be demand for rental properties outside that GTA that are affordable to all types of tenants. This demand is what makes The Simple Investor Real Estate Group Program (the "**SIREG Program**") and an investment in the Fund an attractive investment in the real estate sector for investors seeking stable returns. The Fund, in partnership with Manager, helps to meet the needs of investors and tenants alike.

Relationship Between SIREG and the Fund

Mr. Todd Slater is a director of the Fund and is also the sole director and shareholder of the Manager. Mr. Slater may have an equity or ownership interest in the projects or properties who are the borrowers under the

mortgage investments held by the Fund. To address the potential conflicts of interest, the Manager has appointed the Advisory Committee to provide oversight.

Under the SIREG Program, SIREG Management Inc. or an affiliated entity acquires an existing, fully built and income producing apartment or townhome complex which meets its stringent criteria (a "**SIREG Property**"). Following acquisition, SIREG Management Inc. or an affiliated entity completes the conversion of the SIREG Property to condominium title. When the property is ready, the condominium units are sold to investors who then acquire and hold the units as investment properties. At the time of sale, units are generating rental income, and the tenants often remain unchanged through the process.

Characteristics of the Mortgages

It is anticipated that the Fund will advance mortgage loans to projects included in the SIREG Program. The investment objective of the Fund is to generate income while preserving capital for reinvestment.

The Fund will primarily invest in second mortgages on SIREG Properties but may also invest in prior or subsequent ranking mortgages on other properties which meet the Fund's lending criteria. The Fund may also hold assets in cash or in short term investments for working capital and operational purposes.

The mortgages held by the Fund will generally have the following characteristics:

- The Fund will invest primarily in mortgages on fully built multi-unit residential properties (apartment buildings or town homes)
- The Fund is authorized to also invest its monies in single family residential mortgages and in mortgages on commercial properties
- Loan-To-Value (LTV) will not exceed 85% of the conversion value of a SIREG Property
- The Fund may from time to time offer extensions or renewals
- The mortgage term will generally be between 1-2 years but could be extended or reduced, and the interest rates have been 10% in the past and have been increased to 12% as of April 22, 2025
- The Fund shall generally be focused upon properties in Southern Ontario

Underwriting and selection criteria include location of the property, review of rents and vacancy rates, condition of the building and the supply of similar properties in the location.

Generally, the mortgages in the portfolio of the Fund would not meet financing criteria for conventional first mortgages from institutional lenders, and as a result these investments generally earn a higher rate of return than that normally attainable from conventional mortgage investments.

The Fund may from time to time invest in a mortgage with priority interests where the Fund has first priority, and another lender has a second ranking priority. Such mortgage may be advanced to a maximum of 85% LTV, but the Corporation's economic exposure is effectively 75% LTV. In the event of default, the second ranking lender is required to absorb 100% of the loss before the Fund is exposed to loss.

The Borrower reserves the ability to further subordinate the mortgage interest of the Fund in favour of other lenders, although it is not the practice of the Fund to do so.

The Investment Portfolio

The table below shows the mortgage portfolio of the Fund as at May 31, 2025.

Borrower/Project	Principal Balance ($)	Interest Rate[(2)] (Per Annum)	LTV[(1)]	Priority	Term to Maturity (Months)
Wallaceburg	2,200,000	12%	77%	2nd	24
Windsor	8,696,170	12%	69%	3rd	24
Burlington	2,305,000	12%	80%	3rd	24
Peterborough	3,428,210	12%	81%	3rd	23

(1) The LTV is calculated on the basis of the "loan" being the aggregate of the loan value of the Fund's interest and the value of all other mortgages or liabilities secured against the property with priority that is equal to or ranking ahead of the interest of the Fund and the "value" of the property as determined by the Manager, acting reasonably, and verified by an independent third party.

(2) The Interest Rate was 10% and has been increased to 12% as of April 22, 2025

The Borrower reserves the ability to further subordinate the mortgage interest of the Fund in favour of other lenders, although it is not the practice of the Fund to do so.

Risk Management

The maximum loan-to-value for any particular mortgage investment will vary depending on a number of factors including the location and marketability of the property, and the condition of the property. Notwithstanding any loan-to-value limits stated herein or other general underwriting criteria outlined above, the Fund may advance funds to remedy the default by a borrower of its obligations in respect of a prior ranking security, or to satisfy the indebtedness secured by a prior ranking security, or for any other reason where such action is considered by the Manager to be in the best interests of the Fund and its shareholders.

Due diligence and loan underwriting procedures are undertaken before an investment is considered to be an eligible investment for the Fund. Such procedures include the following:

- LTV calculation is made on the date of the initial underwriting, generally using the most up-to date appraisal for the project and/or the property prepared for purposes of the acquisition by a third-party, AACI-qualified appraiser, providing the "as-is" value of the property

- The appraisal for each investment must be the most recently dated appraisal, and may be no more than a year from the date of the proposed investment

- Appraisals are reviewed to evaluate any estimates or assumptions used in the appraisals and confirm that they are consistent with industry standards; the Manager also reviews selected items contained in the appraisals such as property tax information, actual costs incurred for the project, etc.

Following the initial investment, including the advance of any loan, the portfolio assets are monitored. Such procedures include the following:

- tracking and reviewing the LTV of each individual investment
- tracking and reviewing the weighted average portfolio LTV
- For each individual loan investment, ensuring the debt is being serviced as required under the applicable loan or credit agreement
- On no less than an annual basis, receiving and reviewing independent third-party appraisals or valuation reports for the underlying the project and/or property

Management Fees and Expenses

The Fund will pay the Manager, under the terms of the Management Agreement, in consideration of its services as Manager, a quarterly fee equal to 1/4 of 1.0% of the book value of the total mortgage investments under administration.

The Manager may, from time to time, charge lenders' fees, commitment fees, extension fees, renewal fees, NSF fees, administration fees and similar fees to borrowers ("**Lender Fees**") with respect to any mortgage loan. The Manager may apply such fees to pay mortgage brokers or administrators who provide services to the Fund. Crossroads Mortgage Administrator Inc., a corporation owned by Mr. Terry O'Leary, may receive a fee of up to 1.25% of the principal amount of any mortgage advanced by the Fund. Such fee is payable by the Manager to Crossroads Mortgage Administrator Inc. from out of the Lender Fees. Other than amounts payable to service providers including Crossroads Mortgage Administrator Inc., the Manager has committed that the balance of the Lender Fees shall belong to the Fund.

The Fund may engage in marketing activity from time to time and marketing costs may be charged to the Fund. The costs pertaining to marketing and distribution will be reasonable. The Manager believes that by increasing the size of the Fund, the overall risk of the loan portfolio is reduced, which reduces the investment risk to investors.

The Fund pays all costs and expenses relating to its operations, including, but not limited to:

- Administrative and recordkeeping and transfer agency fees, and shareholder meeting and communication costs;
- Accounting, auditing, legal, consulting, banking and custody fees and expenses, and fees paid to governmental or regulatory authorities (including costs of reports to shareholders, financial statements and tax slips);
- All transaction fees and expenses incurred in connection with the acquisition, valuation, holding and disposition of portfolio investments (to the extent not reimbursed);
- Fees and expenses paid to members of the Advisory Committee and related indemnification and insurance expenses, if any; and
- All other expenses reasonably incurred in the operation of the Fund, including on any winding up of the Fund.

The Manager is responsible for its own operations, including rent, salaries, furniture and fixtures and all other office equipment and will pay all of its costs, expenses and overhead relating to the provision of its services to the Fund.

Management Agreement

The Fund has entered the Management Agreement with the Manager as of July 16, 2020, pursuant to which the Manager provides ongoing management, administration and advice and consulting services to the Fund.

The Management Agreement has no fixed term. The Fund may only terminate the Management Agreement for cause, or upon the affirmative vote of a 2/3 majority of the Fund's preferred shareholders. The Manager may terminate the Management Agreement immediately upon the winding up, bankruptcy or receivership of the Fund, and in certain other circumstances.

The Management Agreement does not create a fiduciary relationship between the Fund and the Manager. However, the Manager has agreed that it will exercise its powers and discharge its duties under the Management Agreement acting in good faith, and with the same degree of care, diligence and skill that a prudent manager would exercise in the management and administration of its own property.

The Manager will be given reasonable advance notice of, and has the right to attend and be heard at, all meetings of the Fund's shareholders, the Fund's board of directors, and any committees established by the board of directors.

Under the Management Agreement, the Manager and its shareholders, directors and senior officers may have, or may acquire, interests and dealings in other companies, joint ventures, limited partnerships and/or mortgage investment corporations which are presently or may in the future be actively engaged in similar businesses as the Fund so long as the Fund is not materially adversely affected thereby. The Fund agrees that the Manager and its shareholders, directors or senior officers will not be liable to the Fund as a result of such other interests or dealings, and that such interests and dealings do not and will not constitute a breach of the Management Agreement.

The Manager will not be liable to the Fund for any loss or damage suffered by the Fund, including any loss or diminution in the net assets of the Fund, unless such loss or damage is a direct result of gross negligence, wilful misconduct, or dishonesty on the part of the Manager. The Fund will indemnify and save harmless the Manager, as well as its directors, officers, employees and agents, from and against all claims, expenses, or damages arising with respect to the management and administration of the Fund and its property, unless any such claim, expense, or damage results from the gross negligence, bad faith or wilful misconduct of the Manager. The obligation of the Fund to so indemnify the Manager and its directors, officers, employees and agents survives the termination of the Management Agreement.

Third Party Agency Agreements, Finder's Fees and Commissions

The Manager on behalf of the Fund may enter into distribution or agency agreements with third parties such as financial advisors, brokers and dealers, and financial intermediaries to market the Shares on behalf of the Fund.

Except as set out herein, neither the Manager nor any of its directors, officers or shareholders will receive compensation for placing Shares. Fees payable to third party dealers and intermediaries (registered dealers only) will be negotiated but in any event will not exceed 5% of the gross subscription proceeds. In addition to up-front commissions paid at the time of the investment, the Manager may also pay ongoing servicing fees or trailing commission to third parties who distribute Shares of the Fund. Such trailing commission will not exceed a rate of 1% per annum. All such arrangements will be negotiated on a case-by-case basis.

The Manager has engaged Waverley Corporate Financial Services Ltd. ("**Waverley**"), a registered exempt market dealer, to assist in the marketing and distribution of the Shares. Mr. Terry O'Leary is sponsored by Waverley as a dealing representative of Waverley who is acting on behalf of Waverley in connection with the Offering. Mr. O'Leary is also a shareholder of the Fund, and through his company Crossroads Mortgage

Administrator Inc., may receive fees for providing services to the Fund. See Item 9, "Compensation Paid to Sellers and Finders" for information regarding the compensation payable to Waverley in connection with the Offering.

Co-Investment

The Manager or any of its officers, shareholders, employees or affiliates, may purchase for their own account and own as a co-lender, a percentage interest in any investment held by the Fund. The Manager or any related company or individual may hold a subordinate portion in any mortgage which is presented to the Fund for investment, and the rate of return on such a subordinate portion may vary from the Fund's rate of return due to the differing loan-to-value risk assumed by the Fund.

Participation in Syndicated Mortgages

The Fund is authorized to participate in mortgage syndications and syndicated mortgages may initially be funded by the Fund at a specified interest rate, and subsequently a portion of the mortgage may be syndicated to a financial institution or another lender. Legal title to the Fund's interest in syndicated mortgages may be held in trust by a mortgage administrator as bare trustee on behalf of the Fund. When the Fund's interest is so held, the trust arrangements must be satisfactory to the Fund's legal counsel.

2.3 ***Development of the Business***

The Company has continued its real estate lending operations in Canada, primarily focusing on the Ontario market. We are unique in this space and currently lend exclusively to The Simple Investor. Our mortgages are secured by multifamily residential properties, including apartment buildings and townhome complexes. Over the past three years, we have increased our lending portfolio from $9,033,630 to $16,629,380 for the fiscal year ending November 30, 2024. The global pandemic in 2020 had little to no material impact on our lending business.

The Company primarily issues fixed-rate mortgages, providing a stable rate of return to investors. The rise in interest rates beginning in March 2022 and continuing through June 28, 2024, had little to no significant impact on our portfolio.

The Company does not maintain a line of credit or any external lending facilities, nor does it have any plans to secure such facilities in the future.

The Directors, Officers, and administrative staff of the Company have extensive experience in real estate and finance, and there have been no changes to the team over the past three years.

Notes:

- Class A Preferred Shares represent 100% of the issued shares at the time of this writing.
- Of the fiscal 2024 dividends declared in the amount of $1,336,244, 85% were reinvested into Preferred Shares of the Company, with the remainder paid out as cash dividends.
- As of April 22, 2025, all mortgage interest payments for 2024 have been made to date and are current.
- Please note that past performance is not indicative of the Company's future performance. There can be no assurance or guarantee that the Class A Shares will achieve similar returns on investment going forward, or at all.

In summary as of November 30, 2024, the Company's lending was primarily concentrated in multifamily residential mortgages in Ontario. Loans in the current portfolio have loan-to-value (LTV) ratios ranging from

69% to 81%, with a weighted average of approximately 76%, based on independent valuations or appraisals used at the time of funding. Our loans had a weighted average term of 24 months. Loan principal amounts ranged from a low of $2,200,000 to a high of $8,696,170.

Our loans are structured with longer terms, maturing in two years and carried an interest rate of 10% until April 22, 2025, after which date the interest rate was increased to 12%. As of April 22, 2025, the portfolio was primarily secured by second and third mortgages.

As at November 30, 2024, the net asset value per share of the Fund stood at $9.60. As at May 31, 2025, the net asset value per share is $9.87.

During the course of The Fund's annual audited financial review, it was identified that an interest payment had not been made due to a miscommunication between The Simple Investor, The Fund, and its external accounting firm. Upon discovery of the omission, The Simple Investor undertook immediate corrective action to remit the outstanding payment in full. As a result, all interest distributions have been brought fully current, and internal controls and procedural safeguards have since been implemented to mitigate the risk of recurrence.

The Fund has proactively undertaken a strategic review of its financial operations in consultation with its accounting firm. The Fund is targeting an increased annual interest income of 12% with the objective of maintaining long-term financial stability and enhancing shareholder value. The Fund is targetting a return of the net asset value per share to $10.00 over the next 12 to 24 months.

Notwithstanding the temporary adjustment to share price, The Fund continues to maintain a strong financial position and remains in full compliance with its distribution obligations. The Fund will continue to target an 8% annual dividend yield.

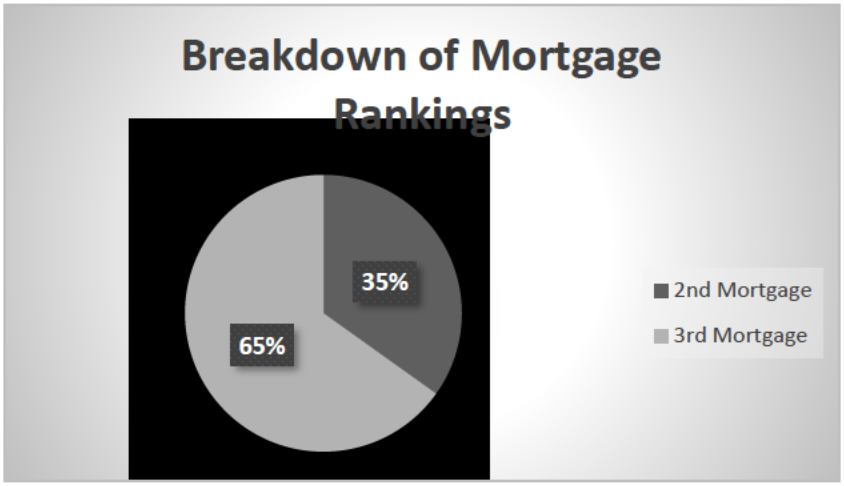
Portfolio Summary

Below is certain information regarding the investment portfolio of the Fund as at February 28, 2025:

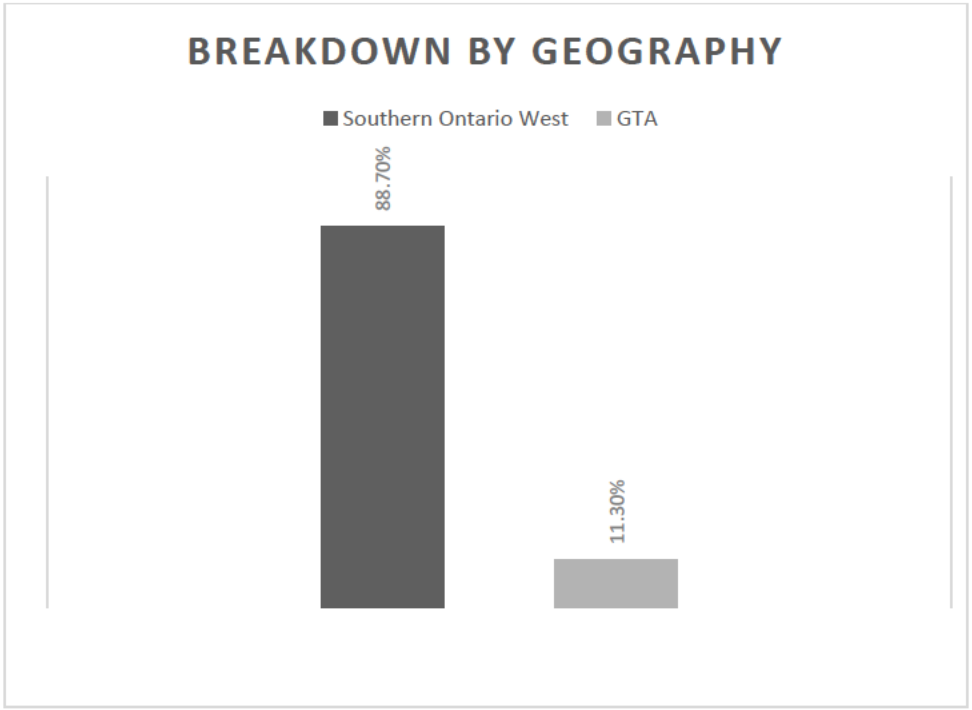
The average of the interest rates payable, weighted by the principal amount of the mortgages was 10%. The average term to maturity, weighted by the principal amount of the mortgages was 21 months. The average loan to value, weighted by the principal amount of the mortgages was 76.75%. LTV is calculated for each mortgage by dividing the total principal amount of the Fund's interest in the mortgage and all other loans ranking in equal or greater priority to such mortgage by the fair market value of the property.

Each mortgage loan is a syndicated mortgage investment (SMI), with the Fund holding a percentage interest in the aggregate mortgage advanced to the borrower.

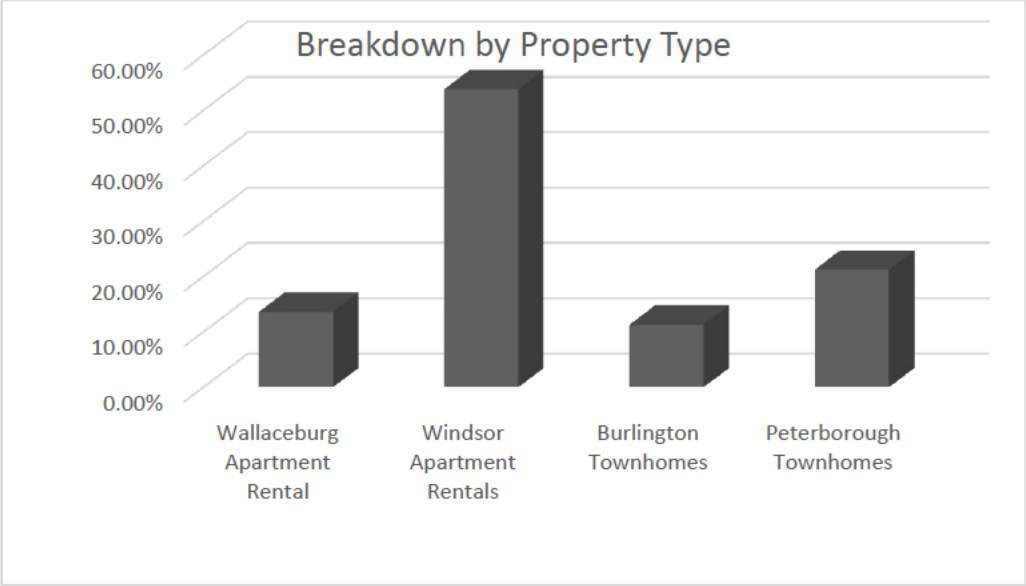
Breakdown by priority:



Breakdown by geography:



Breakdown by property type:



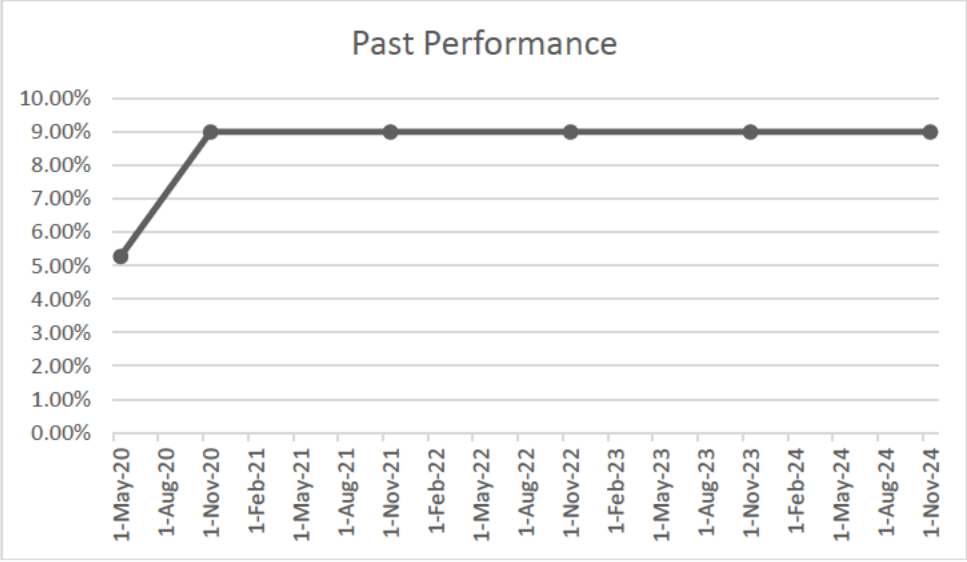
There are no mortgages that are overdue, impaired, in default, nor has any accommodation been made to a borrow in respect of a mortgage.

Credit Score of Borrowers

Approximately 650.

Portfolio Performance

The Fund has been in operation since May 1, 2020. The chart below shows the performance of the fund since inception. While the Fund intends to make investments that have anticipated returns commensurate with the risks undertaken, there can be no assurance of success. Prospective investors should note that the past performance of the Fund cannot be seen as any assurance as to the future performance of the Fund.



The Fund has maintained a return of 9% since inception of fund in 2020. For 2024, monthly return is 0.75% per annum. The Fund has comprehensive automated systems that ensure that payments are calculated correctly and collected promptly when due.

2.4 *Long Term Objectives*

The Fund will continue to invest primarily in second mortgage loans secured against a SIREG Property but may also invest in prior or subsequent ranking mortgages on other properties which meet the Fund's lending criteria. The Fund may also hold assets in cash or in short term investments for working capital and operational purposes.

Over the long term, the Fund intends to continue to qualify as a MIC, raise investment capital, and invest substantially all its capital in mortgages, primarily mortgages secured against SIREG Properties. In the event suitable mortgage investments are not readily available at the time new subscriptions are accepted by the Fund, the Fund will invest in a CDIC-insured deposit(s) at the Fund's chartered bank.

There is no assurance of any return on an investor's investment, The Manager has implemented an investment strategy to prudently manage the risk of investing in mortgages. Although future returns cannot be guaranteed, the Fund's objective is to produce a return on shareholders' equity in excess of 8% per annum in the case of the Class A Preferred Shares.

2.5 *Short Term Objectives*

Over the next 12 months, the Fund's objective is to raise equity capital, invest it pursuant to the Tax Act's MIC criteria with the intent of optimizing return as described herein, and pay dividends to its preferred shareholders as described herein.

What we must do and how we will do it	Target completion date or, if not known, number of months to complete	Our cost to complete
Seek out investors for the Fund through issuing Shares.	Ongoing.	See Item 1.2 – Use of Available Funds.
Invest Funds from the sale of Shares into appropriate investments.	As Funds become available.	See Item 1.2 – Use of Available Funds.

2.6 *Insufficient Funds*

The funds raised by the Fund pursuant to the Offering may not be sufficient to accomplish all of the Fund's proposed objectives and there is no assurance that alternative financings will be available.

2.7 *Material Contracts*

The Management Agreement described under Section 2.1, "Structure" is the only material agreement (the "**Material Contracts**") related to the Fund, and is available for review by potential investors at the offices of the Manager.

2.8 *Related Party Transactions and Conflicts of Interest*

The Fund has not transferred an asset (any portfolio mortgage) to a related party, nor has the Fund purchased an asset from a related party.

The Manager and its associates, affiliates, directors and officers may be, and are permitted to be, engaged in and continue in other businesses that may be competitive with the activities of the Fund. Some or all of the directors and/or officers of the Fund: (i) are also directors and/or officers of the Manager; and (ii) may be directors, officers and/or trustees of other entities which provide services to the Fund.

Mr. Slater a director of the Fund, also owns and controls the Manager and its affiliated companies including SIREG Management Inc.

The Fund and its shareholders are dependent in large part upon the experience and good faith of the Manager. The Manager is entitled to act, and in the future may act in a similar capacity for other companies and entities with investment criteria similar to those of the Fund.

The board of directors is required by law to act honestly and in good faith with a view to the best interests of the Fund, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Directors and officers of the Fund must comply with the conflict of interest provisions of the *Business Corporations Act* (Ontario) in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director is required to declare the nature and extent of his interest and is not entitled to vote at meetings of directors at which matters that give rise to such a conflict of interest are considered.

Mr. Terry O'Leary, the dealing representative of Waverley who is acting on behalf of Waverley in connection with the Offering, is a shareholder of the Fund, and through his company Crossroads Mortgage Administrator Inc., may receive fees for providing services to the Fund.

ITEM 3 COMPENSATION AND SECURITY HOLDINGS OF CERTAIN PARTIES

3.1 *Compensation and Securities Held*

The following table sets out the specified information about each director, officer, and promoter of the Fund and each person who, directly or indirectly, beneficially owns or controls 10% or more of any class of voting securities of the Fund (a "**principal holder**").

Name and municipality of principal residence	Positions held and the date of obtaining that position	Compensation paid by Fund in the most recently completed financial year or to be paid in the current financial year	Number, type and percentage of securities of the Fund held after completion of min. offering	Number, type and percentage of securities of the Fund held after completion of max. offering
Todd C. Slater, Burlington, ON	CEO Director March 20, 2020	Nil	25 Common shares	25 Common shares
James W. Roy Toronto, ON	President and Director September 10, 2020	Nil	25 Common shares	25 Common shares
Terry O'Leary, Brampton, ON	Principal shareholder March 20, 2020	Nil	25 Common shares	25 Common shares
Robert Fasken Hamilton, ON	Principal shareholder March 20, 2020	Nil	25 Common shares	25 Common shares

Notes:

(1) Todd C. Slater may be entitled to receive a portion of the compensation paid to the Manager in his capacity as the principal of the Manager. See Item 2, "Business of the Fund".

(2) Terry O'Leary may also act as a dealing representative of an agent retained in respect of the Offering. See Item 9, "Compensation Paid to Sellers and Finders".

(3) Terry O'Leary is expected or has received a total of $332,500 as total compensation from the mortgage business, derived by way of commissions.

(4) Currently, there is no compensation being paid to the individuals mentioned in the above table. All fees and commissions are paid from the proceeds of the mortgage at the time of funding.

3.2 *Management Experience*

The following table sets out the principal occupations of the directors and executive officers of the Fund over the past five years, and their relevant experience in businesses similar to that of the Fund.

Name	Principal occupation and description of associated experience
Todd C. Slater	President, The Simple Investor Real Estate Group Inc. For over 30 years, Todd C. Slater has been a leader and innovator in the real estate world. Todd was one of the top realtors worldwide within the RE/MAX network. Todd has negotiated thousands of real estate transactions over his career. Todd has been the host and expert for the television show, Realty TV, a live call-in show for industry professionals and interested viewers. Fifteen years ago, Todd shuttered his successful real estate practice and turned his attention to facilitating investing in real estate and formed The Simple Investor and SIREG Management Inc. The company grew rapidly. Today, The Simple Investor is a leader in the retail real estate investment industry. Todd is an accomplished speaker and educator and has published numerous articles on real estate investing. He has provided advice to many real estate associations as well as to federal and provincial government officials. For nine years, Todd was the host of Canada's number one real estate talk show, Simply Real Estate on *Newstalk 1010*.
James W. Roy	President, Principled Apartment Advisor, a Division of Royal LePage Signature Realty James Roy has been with Royal LePage Commercial since 2012 and specializes in multi-residential investment properties. James has been the recipient of the National Chairman's Award for the last eight years, placing him in the top 1% of Royal LePage Commercial sales professionals across Canada for those years. James has over 25 years of commercial real estate experience, having worked in the past for J.J. Barnicke and Colliers International as Vice President, Multi-Residential. Over the years, James has forged strong relationships in the multi-residential community, working in tandem with clients and industry experts in conducting transactions with transparency, competence and integrity.

3.3 *Penalties, Sanctions and Bankruptcy, Insolvency and Criminal or Quasi-Criminal Matters*

In the past ten years, none of the directors, executive officers of the Fund, or of any other issuer of which such person was a director, executive officer or control person, (i) have had any penalties or sanctions imposed by a court or regulatory body relating to a contravention of securities legislation; (ii) been declared bankrupt or found to be insolvent; (iii) pled guilty or been found guilty of an offence under the *Criminal Code* (Canada) or under criminal or quasi criminal legislation in the United States of America or other foreign jurisdiction.

3.4 *Certain Loans*

As of the date of this Offering Memorandum, the Fund does not have any debentures or loans due to or from its directors, management, promoters or its principal security holders. From time to time, the Manager or directors, management, promoters or principal security holders of the Fund may provide short-term loans to the Fund on an as-needed basis. These loans, if any, will be unsecured and interest free.

ITEM 4 CAPITAL STRUCTURE

4.1 *Securities Except for Debt Securities*

The following table sets out information about the Fund's outstanding securities, including any options, warrants and other securities convertible into Shares as of the date hereto.

Description of Security	Number authorized to be issued	Price per security	Number outstanding as at, July 31, 2025	Number outstanding after minimum offering[1]	Number outstanding after maximum offering[1]
Common shares	Unlimited	N/A	100	100	100
Class A Preferred Shares	Unlimited	$10.00	59,000.00	N/A	N/A
Class A Preferred Shares	Unlimited	$9.60	29,184.00	N/A	N/A

(1) There is no minimum or maximum offering.

The common shares of the Fund have never been offered, and the Class A Preferred Shares (the "**Shares**") are offered under this Offering Memorandum.

4.2 *Long Term Debt*

As at the date of this Offering Memorandum, the Fund has no long-term debt.

4.3 *Prior Sales*

Between July 31, 2022 and the date of this Offering Memorandum, the Fund has issued Shares as follows:

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
August 8, 2022	Class A Preferred Shares	20,000	$10.00	$200,000
September 14, 2022	Class A Preferred Shares	20,000	$10.00	$200,000
November 1, 2022	Class A Preferred Shares	20,000	$10.00	$200,000
November 11, 2022	Class A Preferred Shares	5,000	$10.00	$50,000
November 22, 2022	Class A Preferred Shares	10,000	$10.00	$100,000
November 23, 2022	Class A Preferred Shares	15,000	$10.00	$150,000
December 1, 2022	Class A Preferred Shares	5,000	$10.00	$50,000
January 12, 2023	Class A Preferred Shares	9,600	$10.00	$96,000
February 7, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
March 24, 2023	Class A Preferred Shares	10,000	$10.00	$100,000
April 13, 2023	Class A Preferred Shares	2,810	$10.00	$28,100
April 13, 2023	Class A Preferred Shares	3,008	$10.00	$30,080

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
April 13, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
April 13, 2023	Class A Preferred Shares	4,631	$10.00	$46,310
April 13, 2023	Class A Preferred Shares	1,879	$10.00	$18,790
April 13, 2023	Class A Preferred Shares	2,809	$10.00	$28,090
April 13, 2023	Class A Preferred Shares	4,450	$10.00	$44,500
April 13, 2023	Class A Preferred Shares	919	$10.00	$9,190
April 13, 2023	Class A Preferred Shares	8,200	$10.00	$82,000
April 13, 2023	Class A Preferred Shares	14,640	$10.00	$146,400
April 13, 2023	Class A Preferred Shares	16,879	$10.00	$168,790
April 13, 2023	Class A Preferred Shares	13,365	$10.00	$133,650
April 13, 2023	Class A Preferred Shares	6,880	$10.00	$68,800
April 23, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
April 24, 2023	Class A Preferred Shares	3,144	$10.00	$31,440
April 24, 2023	Class A Preferred Shares	2,475	$10.00	$24,750
April 28, 2023	Class A Preferred Shares	10,000	$10.00	$100,000
May 11, 2023	Class A Preferred Shares	3,224	$10.00	$32,240
May 11, 2023	Class A Preferred Shares	1,930	$10.00	$19,300
May 11, 2023	Class A Preferred Shares	237	$10.00	$2,370
May 11, 2023	Class A Preferred Shares	499	$10.00	$4,990
May 11, 2023	Class A Preferred Shares	2,700	$10.00	$27,000
June 18, 2023	Class A Preferred Shares	2,437	$10.00	$24,370
July 14, 2023	Class A Preferred Shares	7,434	$10.00	$74,340
July 14, 2023	Class A Preferred Shares	2,190	$10.00	$21,900
July 14, 2023	Class A Preferred Shares	1,250	$10.00	$12,500
July 18, 2023	Class A Preferred Shares	6,200	$10.00	$62,000
July 23, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
August 17, 2023	Class A Preferred Shares	10,000	$10.00	$100,000
August 18, 2023	Class A Preferred Shares	10,156	$10.00	$101,560
August 18, 2023	Class A Preferred Shares	7,159	$10.00	$71,590
August 18, 2023	Class A Preferred Shares	6,721	$10.00	$67,210
August 21, 2023	Class A Preferred Shares	2,500	$10.00	$25,000
August 21, 2023	Class A Preferred Shares	2,500	$10.00	$25,000
August 21, 2023	Class A Preferred Shares	1,300	$10.00	$13,000
August 22, 2023	Class A Preferred Shares	3,000	$10.00	$30,000
August 22, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
August 22, 2023	Class A Preferred Shares	8,659	$10.00	$86,590
August 22, 2023	Class A Preferred Shares	8,500	$10.00	$85,000
August 22, 2023	Class A Preferred Shares	10,000	$10.00	$100,000

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
August 22, 2023	Class A Preferred Shares	3,000	$10.00	$30,000
August 28, 2023	Class A Preferred Shares	1,000	$10.00	$10,000
August 28, 2023	Class A Preferred Shares	4,230	$10.00	$42,300
August 28, 2023	Class A Preferred Shares	2,900	$10.00	$29,000
August 28, 2023	Class A Preferred Shares	6,700	$10.00	$67,000
August 28, 2023	Class A Preferred Shares	8,850	$10.00	$88,500
August 28, 2023	Class A Preferred Shares	3,225	$10.00	$32,250
August 31, 2023	Class A Preferred Shares	8,800	$10.00	$88,000
August 31, 2023	Class A Preferred Shares	8,800	$10.00	$88,000
September 5, 2023	Class A Preferred Shares	14,442	$10.00	$144,420
September 5, 2023	Class A Preferred Shares	20,000	$10.00	$200,000
September 8, 2023	Class A Preferred Shares	1,341	$10.00	$13,410
September 14, 2023	Class A Preferred Shares	3,953	$10.00	$39,530
September 18, 2023	Class A Preferred Shares	2,000	$10.00	$20,000
September 18, 2023	Class A Preferred Shares	4,392	$10.00	$43,920
September 20, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
September 20, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
September 26, 2023	Class A Preferred Shares	12,800	$10.00	$128,000
September 26, 2023	Class A Preferred Shares	1,091	$10.00	$10,910
September 26, 2023	Class A Preferred Shares	3,730	$10.00	$37,300
September 26, 2023	Class A Preferred Shares	3,640	$10.00	$36,400
September 26, 2023	Class A Preferred Shares	5,060	$10.00	$50,600
September 26, 2023	Class A Preferred Shares	5,331	$10.00	$53,310
September 26, 2023	Class A Preferred Shares	1,469	$10.00	$14,690
September 26, 2023	Class A Preferred Shares	1,960	$10.00	$19,600
October 15, 2023	Class A Preferred Shares	10,000	$10.00	$100,000
November 3, 2023	Class A Preferred Shares	14,900	$10.00	$149,000
November 16, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
November 16, 2023	Class A Preferred Shares	2,500	$10.00	$25,000
November 20, 2023	Class A Preferred Shares	2,275	$10.00	$22,750
November 20, 2023	Class A Preferred Shares	3,009	$10.00	$30,090
November 27, 2023	Class A Preferred Shares	3,000	$10.00	$30,000
November 29, 2023	Class A Preferred Shares	10,000	$10.00	$100,000
December 4, 2023	Class A Preferred Shares	1,596	$10.00	$15,960
December 15, 2023	Class A Preferred Shares	5,000	$10.00	$50,000
January 2, 2024	Class A Preferred Shares	3,100	$10.00	$31,000
January 2, 2024	Class A Preferred Shares	4,600	$10.00	$46,000
January 18, 2024	Class A Preferred Shares	7,744	$10.00	$77,440

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
January 18, 2024	Class A Preferred Shares	17,240	$10.00	$172,400
January 18, 2024	Class A Preferred Shares	2,500	$10.00	$25,000
January 18, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
January 19, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
January 30, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
February 9, 2024	Class A Preferred Shares	700	$10.00	$7,000
February 9, 2024	Class A Preferred Shares	700	$10.00	$7,000
February 9, 2024	Class A Preferred Shares	2,000	$10.00	$20,000
February 9, 2024	Class A Preferred Shares	2,000	$10.00	$20,000
February 28, 2024	Class A Preferred Shares	700	$10.00	$7,000
February 28, 2024	Class A Preferred Shares	700	$10.00	$7,000
February 28, 2024	Class A Preferred Shares	3,369	$10.00	$33,690
February 28, 2024	Class A Preferred Shares	3,216	$10.00	$32,160
February 28, 2024	Class A Preferred Shares	3,000	$10.00	$30,000
February 28, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
February 28, 2024	Class A Preferred Shares	1,871	$10.00	$18,710
February 29, 2024	Class A Preferred Shares	150	$10.00	$1,500
March 1, 2024	Class A Preferred Shares	6,623	$10.00	$66,230
March 1, 2024	Class A Preferred Shares	3,231	$10.00	$32,310
March 1, 2024	Class A Preferred Shares	2,200	$10.00	$22,000
March 25, 2024	Class A Preferred Shares	2,622	$10.00	$26,220
March 25, 2024	Class A Preferred Shares	4,500	$10.00	$45,000
March 25, 2024	Class A Preferred Shares	371	$10.00	$3,710
March 27, 2024	Class A Preferred Shares	2,500	$10.00	$25,000
March 27, 2024	Class A Preferred Shares	5,600	$10.00	$56,000
March 28, 2024	Class A Preferred Shares	9,983	$10.00	$99,830
March 28, 2024	Class A Preferred Shares	3,078	$10.00	$30,780
April 25, 2024	Class A Preferred Shares	7,065	$10.00	$70,650
April 25, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
April 25, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
April 25, 2024	Class A Preferred Shares	10,300	$10.00	$103,000
April 25, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
April 25, 2024	Class A Preferred Shares	1,000	$10.00	$10,000
April 29, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
May 1, 2024	Class A Preferred Shares	10,452	$10.00	$104,520
May 1, 2024	Class A Preferred Shares	10,463	$10.00	$104,630
May 6, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
May 6, 2024	Class A Preferred Shares	1,652	$10.00	$16,520

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
May 27, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
May 27, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
May 27, 2024	Class A Preferred Shares	8,500	$10.00	$85,000
May 27, 2024	Class A Preferred Shares	1,500	$10.00	$15,000
May 27, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
May 27, 2024	Class A Preferred Shares	4,000	$10.00	$40,000
May 27, 2024	Class A Preferred Shares	12,000	$10.00	$120,000
May 27, 2024	Class A Preferred Shares	2,948	$10.00	$29,480
May 31, 2024	Class A Preferred Shares	6,300	$10.00	$63,000
June 10, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 10, 2024	Class A Preferred Shares	13,000	$10.00	$130,000
June 10, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 10, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 10, 2024	Class A Preferred Shares	6,350	$10.00	$63,500
June 10, 2024	Class A Preferred Shares	3,650	$10.00	$36,500
June 10, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 10, 2024	Class A Preferred Shares	3,846	$10.00	$38,460
June 10, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 17, 2024	Class A Preferred Shares	2,298	$10.00	$22,980
June 17, 2024	Class A Preferred Shares	2,200	$10.00	$22,000
June 17, 2024	Class A Preferred Shares	6,590	$10.00	$65,900
June 17, 2024	Class A Preferred Shares	5,910	$10.00	$59,100
June 18, 2024	Class A Preferred Shares	4,550	$10.00	$45,500
June 18, 2024	Class A Preferred Shares	820	$10.00	$8,200
June 18, 2024	Class A Preferred Shares	4,600	$10.00	$46,000
June 18, 2024	Class A Preferred Shares	5,400	$10.00	$54,000
June 18, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 18, 2024	Class A Preferred Shares	15,000	$10.00	$150,000
June 21, 2024	Class A Preferred Shares	8,947	$10.00	$89,470
June 21, 2024	Class A Preferred Shares	15,000	$10.00	$150,000
June 27, 2024	Class A Preferred Shares	2,483	$10.00	$24,830
June 27, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
June 27, 2024	Class A Preferred Shares	8,400	$10.00	$84,000
June 27, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
July 10, 2024	Class A Preferred Shares	6,267	$10.00	$62,670
July 10, 2024	Class A Preferred Shares	3,733	$10.00	$37,330
July 10, 2024	Class A Preferred Shares	8,824	$10.00	$88,240
July 10, 2024	Class A Preferred Shares	700	$10.00	$7,000

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
July 10, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
July 19, 2024	Class A Preferred Shares	6,768	$10.00	$67,680
July 19, 2024	Class A Preferred Shares	3,208	$10.00	$32,080
July 23, 2024	Class A Preferred Shares	5,376	$10.00	$53,760
July 23, 2024	Class A Preferred Shares	763	$10.00	$7,630
July 23, 2024	Class A Preferred Shares	3,852	$10.00	$38,520
July 30, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
July 30, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
August 19, 2024	Class A Preferred Shares	22,399	$10.00	$223,990
August 21, 2024	Class A Preferred Shares	3,746	$10.00	$37,460
August 21, 2024	Class A Preferred Shares	3,360	$10.00	$33,600
August 21, 2024	Class A Preferred Shares	24,896	$10.00	$248,960
August 21, 2024	Class A Preferred Shares	1,000	$10.00	$10,000
August 21, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
September 12, 2024	Class A Preferred Shares	12,500	$10.00	$125,000
September 12, 2024	Class A Preferred Shares	4,924	$10.00	$49,240
September 23, 2024	Class A Preferred Shares	3,700	$10.00	$37,000
September 23, 2024	Class A Preferred Shares	6,300	$10.00	$63,000
September 23, 2024	Class A Preferred Shares	10,629	$10.00	$106,290
September 25, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
September 25, 2024	Class A Preferred Shares	917	$10.00	$9,170
October 3, 2024	Class A Preferred Shares	6,500	$10.00	$65,000
October 3, 2024	Class A Preferred Shares	1,636	$10.00	$16,360
October 11, 2024	Class A Preferred Shares	2,826	$10.00	$28,260
October 11, 2024	Class A Preferred Shares	4,175	$10.00	$41,750
October 11, 2024	Class A Preferred Shares	1,460	$10.00	$14,600
October 11, 2024	Class A Preferred Shares	10,000	$10.00	$100,000
October 11, 2024	Class A Preferred Shares	7,539	$10.00	$75,390
October 11, 2024	Class A Preferred Shares	2,461	$10.00	$24,610
October 11, 2024	Class A Preferred Shares	9,432	$10.00	$94,320
October 11, 2024	Class A Preferred Shares	568	$10.00	$5,680
October 15, 2024	Class A Preferred Shares	3,008	$10.00	$30,080
October 15, 2024	Class A Preferred Shares	2,000	$10.00	$20,000
December 3, 2024	Class A Preferred Shares	3,500	$10.00	$35,000
December 12, 2024	Class A Preferred Shares	3,050	$10.00	$30,500
December 13, 2024	Class A Preferred Shares	1,000	$10.00	$10,000
December 17, 2024	Class A Preferred Shares	5,000	$10.00	$50,000
December 19, 2024	Class A Preferred Shares	1,950	$10.00	$19,500

Date of Issuance	Type of Security Issued	Number Issued	Price per Security	Total Funds Received
December 19, 2024	Class A Preferred Shares	1,950	$10.00	$19,500
December 23, 2024	Class A Preferred Shares	2,051	$10.00	$20,510
December 23, 2024	Class A Preferred Shares	509	$10.00	$5,090
December 23, 2024	Class A Preferred Shares	2,600	$10.00	$26,000
December 23, 2024	Class A Preferred Shares	3,050	$10.00	$30,500
December 23, 2024	Class A Preferred Shares	3,500	$10.00	$35,000
December 23, 2024	Class A Preferred Shares	500	$10.00	$5,000
January 15, 2025	Class A Preferred Shares	12,500	$10.00	$125,000
January 20, 2025	Class A Preferred Shares	3,500	$10.00	$35,000
February 27, 2025	Class A Preferred Shares	5,000	$10.00	$50,000
March 5, 2025	Class A Preferred Shares	909	$10.00	$9,094
March 12, 2025	Class A Preferred Shares	10,000	$10.00	$100,000
March 25, 2025	Class A Preferred Shares	174	$10.00	$1,740
March 31, 2025	Class A Preferred Shares	1,517	$10.00	$15,170
March 31, 2025	Class A Preferred Shares	3,000	$10.00	$30,000
March 31, 2025	Class A Preferred Shares	1,244	$10.00	$12,440
March 31, 2025	Class A Preferred Shares	1,570	$10.00	$15,700
March 31, 2025	Class A Preferred Shares	2,500	$10.00	$25,000
March 31, 2025	Class A Preferred Shares	3,700	$10.00	$37,000
March 31, 2025	Class A Preferred Shares	10,000	$10.00	$100,000
April 25, 2025	Class A Preferred Shares	5,000	$10.00	$50,000
May 1, 2025	Class A Preferred Shares	5,208	$9.60	$49,996.80
May 6, 2025	Class A Preferred Shares	2,604	$9.60	$24,998.40
May 9, 2025	Class A Preferred Shares	729	$9.60	$6,998.40
May 9, 2025	Class A Preferred Shares	8,618	$9.60	$82,732.80
May 16, 2025	Class A Preferred Shares	7,562	$9.60	$72,595.20
May 21, 2025	Class A Preferred Shares	8,333	$9.60	$79,996.80
May 22, 2025	Class A Preferred Shares	1,256	$9.60	$12,057.60
May 22, 2025	Class A Preferred Shares	3,125	$9.60	$30,000
May 26, 2025	Class A Preferred Shares	1,979	$9.60	$18,998.40
May 26, 2025	Class A Preferred Shares	2,604	$9.60	$24,998.40
May 28, 2025	Class A Preferred Shares	1,562	$9.60	$14,995.20
May 28, 2025	Class A Preferred Shares	2,604	$9.60	$24,998.40
June 24, 2025	Class A Preferred Shares	5,652	$9.60	$54,259.20
June 24, 2025	Class A Preferred Shares	6,910	$9.60	$66,336.00
July 16, 2025	Class A Preferred Shares	2,606	$9.60	$25,017.60
July 29, 2025	Class A Preferred Shares	3,035	$9.60	$29,136.00
July 30, 2025	Class A Preferred Shares	6,243	$9.60	$59,932.80

ITEM 5 SECURITIES OFFERED

5.1 *Terms of Securities*

A description of the material terms of the securities being offered include:

(a) **Voting** – The holders of one or more Shares (the "**Shareholders**", each a "**Shareholder**") are not entitled to notice of or to attend or vote at meetings of the holders of common shares of the Fund.

(b) **Redemption Rights** – Provided the Shares have been held for more than 24 months and subject to all applicable laws and any applicable provisions of the articles of the Fund, a Shareholder is entitled to require the Fund to redeem at the Redemption Price (defined below) all or any part of the Shares then held. The Shares specified in the Redemption Request (defined below) will be redeemed on the redemption date next following the date that is 180 days after receipt by the Fund of the redemption request (the "**Redemption Date**"). The Fund may, in its sole discretion, waive the lock up period and/or the notice period.

The Fund provides no assurance that any Shareholder will be able to redeem any or all of their Shares at any time. Redemption of the Shares is subject to the Fund having access to sufficient excess cash or other liquid assets, and being in compliance with applicable corporate, tax and securities legislation. Redemption fees may be payable and all redemptions are subject to a Redemption Limit. See "Suspension of Redemptions" and "Restrictions on Redemptions" below.

The "**Redemption Price**" for each Share is the lesser of the subscription price ($10) and the Fair Value per Share as defined below, together with all accrued and unpaid dividends on the Share on the applicable Redemption Date. The amount payable in respect of any Share redeemed shall be paid within ten business days of the Redemption Date.

The "**Redemption Request**" means a written notice in prescribed form, duly completed by the Shareholder, requesting the Fun to redeem the Shares specified therein.

The "**Fair Value Per Share**" means an amount equal to the outstanding principal value of the Fund's mortgages attributable to the Shares, net of any write-down for impairment, plus any accrued interest, pre-paid expenses, cash and other assets of the Fund, less liabilities of the Fund, divided by the number of issued and outstanding Shares.

The Fund charges a redemption fee (the "**Early Redemption Penalty**") if the Shareholder redeems the Shares within 36 months of purchase as follows, which may be waived by the Fund in its sole discretion:

If the Shares are held	Early Redemption Penalty
24 months or less	N/A as redemption not permitted
24 months to 36 months	2%
Thereafter	Nil

(c) **Dividends** – The Fund pays out as dividends substantially all of its net income and net realized capital gains every year to its shareholders subject to the directors' discretion to establish loan loss reserves for the Fund.

The Fund does not have fixed dividends and may pay dividends at any time and from time to time in such amounts as it may determine, all in its sole discretion. In respect of the Shares, the Fund intends

to pay discretionary, cumulative dividends at an annual rate of 8% of the subscription price of the Shares, which dividends will rank in priority to payment of dividends on the common shares.

The Fund intends to declare dividends quarterly. Dividends may be paid annually. The Fund has a dividend reinvestment plan ("**DRIP**"), whereby participants may reinvest dividends in additional Shares at the applicable subscription price on the dividend payment date. Shares issued under the DRIP are issued by the Fund from treasury.

The amount of any distributions is entirely at the discretion of the Fund and there can be no assurance that the Fund will make any distributions in any particular year or that the target distribution rate will be satisfied in any year.

In order to ensure continued qualification as a MIC under the Tax Act, the Fund, in its sole discretion, notwithstanding any DRIP in place, may elect to pay dividends in cash as opposed to payment by way of additional shares.

(d) **Liquidation, Dissolution, or Winding up –** In the event of the liquidation, dissolution or winding-up of the Fund, whether voluntary or involuntary, or in the event of any other distribution of assets of the Fund among its shareholders for the purpose of winding-up its affairs, the holders of the Shares will be entitled to receive from the remaining assets and property of the Fund for each Share held by them the Redemption Price before any amount shall be paid or any property or assets of the Fund distributed to the common shareholders or shareholders of any other class ranking junior to the Shares.

Restrictions on Redemptions

The Fund will not redeem Shares if the aggregate amount of Shares requested to be redeemed on a Redemption Date is greater than 5% of the book value of all the shares in the capital of the Fund issued and outstanding on such date (the "**Redemption Limit**"). In circumstances where the Redemption Limit on redemptions applies, the Fund shall, subject to all applicable law, permit redemption of Shares on a Redemption Date up to an amount not exceeding the Redemption Limit on a *pro rata* basis.

Where there is any restriction on redemptions then in effect, redemption amounts shall be paid in order of receipt of such notices of redemption. Shares for which Redemption Requests have been received but not paid out on any given redemption date will maintain their order of priority until payment has been made in full. Additionally, the directors of the Fund are entitled in their discretion to extend the time for payment of any redemption proceeds, if in the reasonable opinion of the directors immediate payment would be materially prejudicial to the interests of the remaining holders of the Shares. The directors of the Fund retain discretion to waive the Redemption Limit for any given redemption date.

The Shareholder's right to request redemption is subject to the following discretion vested with the Fund's directors pursuant to the constating documents of the Fund, which provide as follows:

Subject to applicable law, the directors are empowered to take such steps and to do such things as may be necessary to ensure that the corporation qualifies and continues to qualify as a "mortgage investment corporation" under section 130.1 of the Tax Act, Canada. If the directors by resolution determine that it is in the best interests of the Fund to ensure that the securities of the Fund do not constitute a "prohibited investment" to any annuitant of a registered plan for purposes of the Tax Act, Canada, then the directors are further empowered to take such steps and to do such things as may be necessary in that regard. Without limiting the generality of the foregoing, for the purposes stated above, the directors may in their sole discretion accept or reject subscriptions for securities in the capital of the corporation, redeem in whole or in part any class of securities of the corporation from any holder thereof, or deny, postpone, restrict or place conditions on any request for redemption or conversion of any securities of the corporation or on any application to transfer securities of the corporation.

Suspension of Redemptions

The board of directors of the Fund may suspend or postpone, or continue a suspension or postponement of, the right to require redemption of the Shares (i) where the board of directors, in its sole discretion, has determined that market conditions exist that render impracticable an orderly sale or liquidation of the assets of the Fund; or (ii) where the board of directors, in its sole discretion, has determined that the suspension or postponement is required to ensure fair and equitable treatment of all of the Shareholders; or (iii) as may be permitted or required by law.

Upon the commencement of any suspension of the right to require redemptions, the Fund shall promptly notify any Shareholder who has submitted a Redemption Request and has not been paid, of the suspension. The affected Shareholder may thereupon withdraw the Redemption Request or part thereof. If not so withdrawn, the Shareholder will be entitled to be paid the applicable Redemption Payment (defined below) on the Redemption Payment Date next following the date that the redemption privilege is reinstated, provided that the minimum holding period and the minimum notice period above have been complied with.

In respect of any Redemption Request, the Fund may redeem some but not all of the Shares specified in such Redemption Request and postpone or suspend the redemption of the remaining Shares as provided above. In giving effect to partial redemptions, the board of directors shall take into account the order in which Redemption Requests were received and shall effect redemptions in a manner which is fair and reasonable for the Shareholders who have submitted Redemption Requests.

"**Redemption Payment**" means the aggregate Redemption Price payable to a holder of one or more Shares pursuant to the applicable Redemption Request on the applicable Redemption Payment Date, and for greater certainty is the amount otherwise payable less any applicable Early Redemption Penalty.

"**Redemption Payment Date**" means the Business Day as of which the Redemption Payment is paid or payable in accordance with the provisions of the Articles to the redeeming holder of the Shares.

Redemption by the Fund

Upon 21 days prior written notice to the Shareholder, the Fund may at any time redeem any Share registered in the name of a Shareholder at the applicable Redemption Price. The Fund may, without notice to the Shareholder, redeem sufficient Shares registered in the name of a Shareholder to the extent necessary to pay any outstanding fees, charges, expenses or other amounts owed by the Shareholder to the Fund. The Fund may, without notice to the Shareholder, redeem Shares registered in the name of a Shareholder at the applicable Redemption Price where (i) required by applicable law or policies of security regulatory authorities; or (ii) as may be required to ensure that the Fund qualifies and continues to qualify as a "mortgage investment corporation" under section 130.1 of the Tax Act, Canada; or (iii) where the board of directors has by resolution determined that such redemption is necessary in order to ensure that the securities of the Fund do not constitute a "prohibited investment" to any annuitant of a registered plan for purposes of the Tax Act.

The Fund will pay or cause to be paid to each Shareholder whose Shares are to be redeemed by the Fund, an amount equal to the aggregate Redemption Price, less (without duplication) any redemption fees, charges or other amounts then payable by the Shareholder. Payment shall be made on the 15th Business Day following the applicable redemption date. Payment may be made by cheque, electronic funds transfer (EFT) or other means acceptable to the Fund and the Shareholder. Upon such payment, the Shares redeemed shall be immediately cancelled. The Shareholder shall thereafter cease to have any further rights with respect to such Shares and provided that payment is duly made, the Fund shall be discharged from all liability to the Shareholder with respect to the Shares redeemed and the amount paid.

Method of Payment

The mailing of a cheque or other transmission (including EFT) to any Shareholder at the Shareholder's address as recorded in the register maintained by the Fund, or to an account as directed in writing by the Shareholder, for the amount of any redemption, dividend or other distribution payable in cash shall discharge the Fund's liability for the redemption, dividend or other distribution, unless the cheque is not paid on due presentation. No Shareholder shall be entitled to recover by action or other legal process against the Fund the amount of any redemption, dividend or other distribution that is represented by a cheque that has not been duly presented to a banker of the Fund for payment or that otherwise remains unclaimed for a period of six years from the date on which it was payable.

5.2 ***Subscription Procedure***

The Shares are offered only on a private placement basis and only by dealers authorized to offer such private placements of securities.

Persons wishing to subscribe for Shares under this Offering may do so by completing the following three steps:

(a) **Subscription Forms** – This Offering Memorandum is for persons who are resident in Canada. To subscribe for Shares, investors must complete the Subscription Agreement, including all applicable Schedules.

(b) **Method for Payment** – A certified cheque or bank draft made payable to "The Simple Mortgage Investment Corporation" must be forwarded to the Fund at the address set out below. Payment may also be made by direct bank deposit or electronic funds transfer.

(c) **Submitting Subscriptions** – Completed Subscription Agreements and funds payable to The Simple Mortgage Investment Corporation must be submitted to:

The Simple Mortgage Investment Corporation
1075 Sutton Drive
Burlington, ON L7L 5Z8

Email: mic@thesimpleinvestor.com

(d) **Acceptance of Subscriptions and Closings** – Subscriptions may be accepted at the sole discretion of the Manager and are subject to the terms and conditions of the Subscription Agreement signed by the investor. The authority to accept or reject subscriptions has been delegated to the Manager to ensure that the Fund maximizes its return for existing investors, that the Fund remains qualified as a "MIC" as this term is defined by the Tax Act, and to ensure that the Fund complies with all other relevant securities laws. Where required under NI 45-106 (see below under "Investor Qualifications"), the subscription amount will be held in trust by the Manager until midnight on the second business day after the investor delivers the executed Subscription Agreement. Where acceptance is deferred, funds shall be held in trust and invested in a CDIC insured investment. If the Manager rejects a subscription, the subscription amounts received will be returned to the investor, without interest or deduction, along with notice of the rejection.

This offering is not subject to any minimum subscription level except specified or as required for the Fund to maintain its status as a "MIC" under Canadian income tax law. Therefore, any funds received from an investor are available to the Fund and need not be refunded to the investor save and except as required by the constating documents of the Fund, the terms of this Offering Memorandum, or as otherwise required by law.

A prospective investor will become a shareholder upon execution of a Subscription Agreement, acceptance of the Subscription Agreement by the Manager acting on behalf of the Fund and payment of the subscription price.

Investor Qualifications

The Shares are offered on a private placement basis, conditional upon any sale of Shares being exempt from the prospectus requirements of applicable legislation. National Instrument 45-106 – Prospectus Exemptions ("**NI 45-106**") sets out available prospectus exemptions. In the distribution of the Shares, the Fund and the Manager will be relying primarily on the offering memorandum exemption under section 2.9 of NI 45-106 (the "**Offering Memorandum Exemption**"), the accredited investor exemption under section 2.3 of NI 45-106 (the "**Accredited Investor Exemption**") and the family, friends and business associates exemption under section 2.5 of NI 45-106 (the **"FFBA Exemption"**).

Each prospective and qualified investor who wishes to subscribe for Shares must complete and sign the form of Subscription Agreement (including the applicable certificates and risk acknowledgement forms) specifying the number of Shares being subscribed for and follow the instructions set forth therein, and:

(a) any Subscriber purchasing Shares pursuant to the Offering Memorandum Exemption must complete and sign two copies of the Form 45-106F4 – Risk Acknowledgement ("**Form 45-106F4**") attached to the Subscription Agreement (one copy to be retained by the Subscriber and one copy to be delivered to the Fund);

(b) if the Subscriber is an individual and is purchasing Shares pursuant to the Offering Memorandum Exemption, the Subscriber must complete and sign two copies of all applicable schedules attached to the Subscription Agreement;

(c) if the Subscriber is an "accredited investor" as defined in NI 45-106 and is purchasing Shares pursuant to the Accredited Investor Exemption or is purchasing under the Offering Memorandum Exemption as an "accredited investor", the Subscriber must complete and sign the Accredited Investor Status Certificate attached to the Subscription Agreement (including the risk acknowledgement form contained therein, if applicable);

(d) if the Subscriber is relying on the FFBA Exemption, the Subscriber must complete and sign the FFBA forms attached to the Subscription Agreement (including the risk acknowledgement form contained therein, if applicable).

ITEM 6 REPURCHASE REQUESTS

The following information is provided with respect to the two most recently completed years of the Fund.

Description of Security	Date of end of financial year	Number of securities with outstanding repurchase requests on the first day of the year	Number of securities for which investors made repurchase requests during the year	Number of securities repurchased during the year	Average price paid for the repurchased securities	Source of funds used to complete the repurchases	Number of securities with outstanding repurchase requests on the last day of the year

Class A Shares	November 30, 2021	0	34,725.41	34,725.41	$10.00/share	Trust Account	0
Class A Shares	November 30, 2022	0	82,571.11	82,571.11	$10.00/share	Trust Account	0
Class A Shares	November 20, 2023	0	168,505.68	168,505.68	$10.00/share	Trust Account	0
Class A Shares	November 30, 2024	0	160,278.34	160,278.34	$10.00/share	Trust Account	0

ITEM 7 CERTAIN DIVIDENDS OR DISTRIBUTIONS

During the period commencing December 1, 2022 and ending November 30, 2024, the Fund paid dividends or otherwise made distributions that exceeded cash flow from operations. Any and all excess dividends distributed in connection with the mortgages managed by The Simple Mortgage Investment Corporation (the "Mortgagee") were paid by SIREG Holdings Inc., the parent company of The Simple Investor (the "Mortgagor"). These excess dividends were provided in order to assist in achieving a target annual return of 8% for investors. Such payments were made at the sole discretion of SIREG Holdings Inc. and do not constitute a recurring obligation or a guarantee of future performance.

ITEM 8 INCOME TAX CONSEQUENCES AND RRSP ELIGIBILIY

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.

The following is a summary, as of the date hereof, of the principal federal income tax consequences applicable to the acquisition, holding and disposition of Shares by an investor who acquires the Shares under this Offering Memorandum.

This summary only applies to an investor based on important facts and assumptions as set out by the Fund in the Offering Memorandum and particularly on additional facts and assumptions as follows:

(a) Investors are, and will not cease to be, individual residents in Canada;

(b) Investors deal at arm's length and are not affiliated with the Fund; and

(c) Investors acquire the Shares pursuant to this Offering Memorandum and hold the Shares as capital property.

Generally, the Shares will be considered as capital property to an investor unless the investor either holds the Shares in the course of carrying on a business of trading or dealing in securities or has acquired the Shares in a transaction or transactions considered to be an adventure or concern in the nature of trade. Certain investors who are resident in Canada and whose Shares do not otherwise qualify as capital property may, in certain circumstances, make an irrevocable election to have their Shares and every other "Canadian security" (as defined in the Tax Act) owned by them deemed to be capital property.

This summary is not applicable to an investor (i) that is a "specified financial institution" or "financial institution", both as defined in the Tax Act; (ii) an interest in which is a "tax shelter investment" within the

meaning of the Tax Act; (iii) that reports its Canadian tax results in a "functional currency" (which excludes Canadian dollars); or (iv) that has entered or will enter into a "derivative forward agreement" (as defined in the Tax Act) with respect to the Shares.

This summary is based on the current provisions of the Tax Act, the regulations to the Tax Act, all amendments to the Tax Act and the regulations publicly announced by, or on behalf of, the Minister of Finance (Canada) prior to the date hereof (the **"Tax Proposals"**), the facts contained in this Offering Memorandum, and the current administrative and assessing practices of the Canada Revenue Agency (**"CRA"**) that have been published by it prior to the date hereof. Except for the Tax Proposals, this summary does not take into account or anticipate any other changes in law whether by legislative, governmental or judicial decision or action nor does not take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ significantly from the tax considerations described herein. No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all.

The income tax consequences will not be the same for all investors and will vary depending on a number of factors including the province or provinces in which the investor resides or carries on business, whether Shares acquired by him will be characterized as capital property, and the amount his taxable income would be but for his participation in this Offering Memorandum.

The following summary of the Canadian income tax consequences is of a general nature only and is not intended to constitute a complete analysis of the income tax consequences and should not be interpreted as legal or tax advice to any particular investor. This summary does not address provincial or territorial laws of Canada or any tax laws of any Jurisdiction outside of Canada. Each prospective investor should obtain advice from his own independent tax advisor as to the Canadian federal and provincial income tax consequences of his acquisition of Shares, as such consequences can vary depending upon the particular circumstances of each investor.

8.1 *Classification under the Tax Act*

This summary is based on the assumption that the Fund qualify as a MIC at all relevant times. If the Fund were to not qualify as a MIC at any time, the income tax considerations would be materially different from those described below.

8.2 *MIC Requirements*

The following requirements must be met throughout a taxation year in order for the Fund to qualify as a MIC for that taxation year**:**

(a) the Fund must be a “Canadian Corporation” as defined in the Tax Act;

(b) the Fund’s only undertaking was the investing of its funds, and it cannot have managed or developed any real or immovable property;

(c) no property of the Fund consisted of (i) debts owing to the Fund secured on real or immovable property situated outside of Canada (ii) debts owing to the Fund by non-residents of Canada except such debts that were secured on real or immovable property situated in Canada, (iii) shares of corporations not resident in Canada, or (iv) real or immovable property situated outside of Canada or any leasehold interest in such property;

(d) the Fund must have 20 or more shareholders and no shareholder (together with Related Persons) would have owned, directly or indirectly, more than 25% of the issued shares of any class of the capital stock of the Fund. For these purposes, “Related Persons” include a corporation and the person or persons that control the corporation, a parent corporation or its

subsidiary corporation(s) and corporations that are part of the same corporate group, and an individual and that individual's spouse, common law partner or child under 18 years of age. The Tax Act provides an exception which deems a corporation to have met this test throughout the first taxation year of the corporation in which it carries on business, if the test is met on the last day of such year;

(e) holders of any "preferred shares" (as defined in the Tax Act) of the Fund had a right, after payment of their dividends and payment of dividends in a like amount per share to the holders of common shares, to participate *pari passu (equally)* with the holders of common shares in any further payment of dividends;

(f) the cost amount for tax purposes to the Fund of its property consisting of (i) debts on "houses" or on property included within a "housing project" (as those terms are defined in section 2 of the National Housing Act (Canada)), (ii) deposits with a bank or other corporation whose deposits are insured by the Canada Deposit Insurance Corporation or a credit union, together with cash on hand (collectively, the "Qualifying Property"), was at least 50% of the cost amount to the Fund of all of its property;

(g) the cost amount for tax purposes to the Fund of its real or immovable property (including leasehold interests therein but excluding real property acquired as a consequence of foreclosure or defaults on a mortgage held by the Fund) did not exceed 25% of the cost amount to the Fund of all of its property;

(h) where at any time in the year the cost amount for tax purposes to the Fund of its Qualifying Property was less than 2/3 of the aggregate cost amount to the Fund of all of its property, the Fund's liabilities may not exceed three (3) times the amount by which the cost amount to the Fund of all of its property exceeded its liabilities; and

(i) where, however, throughout the taxation year the cost amount to the Fund of its Qualifying Property equaled or exceeded 2/3 of the aggregate cost amount to the Fund of all of its property, the Fund's liabilities may not exceed five (5) times the amount by which the cost amount to the Fund of all of its property exceeded its liabilities.

8.3 ***Taxation of the Fund***

The Fund is deemed to be a "public corporation" (as defined in the Tax Act) on the basis that it qualifies as a MIC. As a public corporation, the Fund is subject to tax at the full general corporate income tax rates on its taxable income.

As a MIC, no deduction may be made by the Fund in respect of taxable dividends received by it from other corporations. However, the Fund is permitted to deduct in computing its income for a taxation year the amounts of dividends paid to its Shareholders. Accordingly, the Fund, in effect, operates as a flow through conduit of its profit to its Shareholders.

The Fund will, in computing its income, generally be entitled to deduct the full amount of all taxable dividends (other than capital gains dividends) which it pays during the year or within 90 days after the end of the year (to the extent that such dividends were not deductible by the Fund in computing its income for the preceding year). In addition, the Fund may pay a capital gains dividend in an amount equal to the gross amount of its capital gains and is entitled to deduct, in computing its income for the year, one-half (1/2) of its capital gains dividend paid during the period commencing 91 days after the commencement of the year and ending 90 days after the end of the year. The Fund must elect to have a dividend qualify as a capital gains dividend.

The Fund intends to pay taxable dividends and capital gains dividends each year in sufficient amounts to reduce its Part I income tax liability to Nil.

8.4 ***Taxation of Shareholders***

(a) **Distributions**

A Shareholder of the Shares is required to include in its income, as interest payable on a bond issued by the Fund, any amount received by the Shareholder from the Fund as or on account of a taxable dividend (other than capital gains dividends), whether paid in cash or reinvested in Shares. Accordingly, dividends, except for capital gains dividends, received by a Shareholder are taxable in the hands of the Shareholder as interest income rather than dividend income. The gross up and dividend tax credit applicable to taxable dividends received by individuals from a taxable Canadian corporation will not apply to dividends paid by the Fund.

Capital gains dividends received by a Shareholder (whether paid in cash or reinvested in Shares) are treated as capital gains of the Shareholder from a disposition of capital property in the year in which the dividend is received. One-half (1/2) of a capital gains dividend must be included as a "taxable capital gain" in computing the Shareholder's taxable income.

Any amount paid by the Fund to a Shareholder on a return of capital will generally be deemed to be a dividend paid by the Fund and received by the Shareholder. This deemed dividend will be treated in the same manner as other dividends received by the Shareholder from the Fund, and its treatment will depend on whether the Fund elects that the entire dividend be a capital gains dividend (to the extent that the Fund has realized sufficient capital gains, net of any applicable capital losses, in the year). A return of capital on the Shares will generally not affect the adjusted cost base of a Shareholder's Shares.

The amount of a dividend reinvested in additional Shares will be the cost of such Shares and will be averaged with the cost of other Shares owned by the Shareholder in determining the adjusted cost base of a Shareholder's Shares.

(b) **Dispositions**

A sale or other disposition of a Share by a Shareholder (other than to the Fund), including a deemed disposition, will give rise to a capital gain (or capital loss) to the extent that the proceeds of disposition of the Share exceed (or are exceeded by) the Shareholder's adjusted cost base of such Share and any reasonable disposition costs.

Generally, one-half (1/2) of a capital gain ("taxable capital gain") realized in the year by a Shareholder on the disposition of Shares will be included in the Shareholder's income for the year, and one-half (1/2) of a capital loss ("allowable capital loss") realized in the year on such dispositions of Shares will be deducted from the Shareholder's taxable capital gains, if any, realized in such year.

Allowable capital losses in excess of taxable capital gains for a particular year may generally be carried back three years or forward indefinitely and deducted against taxable capital gains realized in such years, subject to detailed rules in the Tax Act.

A Shareholder will be deemed to have disposed of its Shares when that Shareholder assigns or sells those Shares; those Shares are the subject of a gift or death; or where a Shareholder is corporation and such corporation is wound-up or otherwise terminated. Generally, the deemed proceeds of disposition are equal to fair market value of the Shares at that time.

A Shareholder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax of 10 2/3% on certain investment income, including amounts in respect of interest and taxable capital gains. The 10 2/3% tax is to be added to such Shareholder's "non-eligible refundable

dividend tax on hand account" as defined in the Tax Act and will be eligible for refund at a rate of 38 1/3% of taxable dividends paid by such Shareholder.

On a redemption or acquisition of Shares by the Fund, the Shareholder generally will be deemed to have received, and the Fund will be deemed to have paid, a dividend in an amount equal to the amount by which the redemption price exceeds the paid-up capital of the redeemed Shares. This deemed dividend will be treated in the same manner as other dividends received by the Shareholder from the Fund, and its treatment will depend on whether the Fund elects that the entire dividend be a capital gains dividend.

(c) **Alternative Minimum Tax**

Taxable capital gains realized by a Shareholder that is an individual, including certain trusts, may give rise to alternative minimum tax depending upon the Shareholder's circumstances.

8.5 ***Eligibility for Investment by Registered Plans***

The Shares will be a "qualified investment" (as defined in the Tax Act) for registered retirement savings plans (**"RRSP"**), locked-in retirement accounts ("**LIRA**"), locked-in retirement savings plans ("**LRSP**"), registered retirement savings funds (**"RRIF"**), including life income funds ("**LIF**"), registered disability savings plans (**"RDSP"**), tax-free savings account (**"TFSA"**), First Home Savings Plan ("**FHSA**"), and registered education savings plans (**"RESP"**) (individually as a **"Plan"** and collectively as the **"Plans"**), provided that the Fund is a MIC under the Tax Act, and provided further the Fund does not hold any indebtedness, whether by way of mortgage or otherwise, of a person who is an annuitant, a beneficiary, an employer, or a subscriber under, or a holder of, the governing Plan, or of any person who does not deal at arm's length with that person.

Dividends received by a Plan on Shares that are a "qualified investment" for such Plan will be exempt from income tax in the Plan, as well as capital gains realized by the Plan on the disposition of such Shares. Withdrawals from the Plans, other than a TFSA and a RESP in some cases, are generally subject to tax under the Tax Act.

If the Fund fails to qualify as a MIC at any time in a taxation year, Shares of the Fund may cease to be a qualified investment for a Plan. The controlling individual (as defined in the Tax Act) of the Plan will be subject to a 50% tax (which is refundable in certain circumstances) on the fair market value of the non-qualified investment at the time it becomes non-qualified. If a Plan holds a non-qualified investment at any time during a particular year, the Plan will be subject to a tax under Part I of the Tax Act on income attributable to the non-qualified investment.

Notwithstanding that the Shares may be a qualified investment for a trust governed by a Plan, the above taxes will apply, if such Shares are a "prohibited investment" (as defined in the Tax Act). The Shares will generally be a "prohibited investment" if they are not "excluded property" (as defined in the Tax Act) and the controlling individual of the Plan (i) does not deal at arm's length with the Fund for purposes of the Tax Act, or (ii) has a "significant interest" (as defined in the tax Act) in the Fund.

ITEM 9 COMPENSATION PAID TO SELLERS AND FINDERS

The Manager on behalf of the Fund may enter into agency or distribution agreements with financial advisors, brokers and dealers, and financial intermediaries to market and sell the Shares on behalf of the Fund. Except as set out herein, neither the Manager nor any of its directors, officers or shareholders will receive compensation for placing Shares. Fees payable to third party dealers and intermediaries (registered dealers only) will be negotiated but in any event will not exceed 5% of the gross subscription proceeds.

In addition to up-front commissions paid at the time of the investment, the Manager may also pay ongoing servicing fees or trailing commission to third parties who distribute Shares of the Fund. Such trailing commission will not exceed a rate of 1% per annum.

The Manager has engaged Waverley, a registered exempt market dealer, to assist in the marketing and distribution of the Shares. Waverley has not negotiated or set the price or terms of the Shares being offered by the Fund or the decision to offer the Shares hereunder. Pursuant to the distribution agreement, Waverley will receive a fee of 1.25% of the total amount raised in this Offering. Waverley will not receive any trailing commissions in connection with the sale of the Shares.

Mr. Terry O'Leary, the dealing representative of Waverley who is acting on behalf of Waverley in connection with the Offering, is a shareholder of the Fund, and through his company Crossroads Mortgage Administrator Inc., may receive fees for providing services to the Fund. Mr. O'Leary is also entitled to receive compensation from Waverley for acting as a dealing representative of Waverley in connection with the Offering.

ITEM 10 RISK FACTORS

General

This purchase of Shares involves a number of risk factors and is suitable only for investors who are aware of the risks inherent in the real estate industry and who have the ability and willingness to accept the risk of loss of their invested capital and who have no immediate need for liquidity.

The Manager advises that prospective investors should consult with their own independent professional legal, tax, investment and financial advisors before purchasing Shares in order to determine the appropriateness of this investment in relation to their financial and investment objectives and in relation to the tax consequences of any such investment.

In addition to the factors set forth elsewhere in this Offering Memorandum, prospective investors should consider the following risks before purchasing Shares. Any or all of these risks, or other as yet unidentified risks, may have a material adverse effect on the Fund's business, and/or the return to the investors.

Investment Risk

Risks that are specific to the Shares being offered under this Offering include the following:

No Assurance of Achieving Investment Objectives – There is no assurance that the Fund will be able to achieve its investment objectives or be able to pay dividends at the currently anticipated levels or at all, or be able to preserve capital. The cash available for dividends to Shareholders is expected to vary according to, among other things, the interest and principal payments received in respect of the mortgage loans comprising the Fund's mortgage portfolio, which will in turn depend on number of factors including economic conditions and prevailing interest rates, the level of risk assumed, conditions in the real estate industry, government policy and regulation. There is no assurance that the Fund's mortgage portfolio will earn any return, or that principal amounts advanced to mortgagors will be repaid or otherwise recovered by the Fund. An investment in the Shares is suitable for investors who can bear the risk of non-payment of dividends.

No Market for Shares and Resale Restrictions – There is no market through which Shares may be sold and the Fund does not expect that any market will develop pursuant to this Offering or in the future. The Shares are subject to resale restrictions under applicable securities legislation. See Item 12, "Resale Restrictions", regarding resale restrictions applicable to the Shares. Investors should be prepared to hold these securities indefinitely and cannot expect to be able to liquidate their investment even in the case of an emergency. Accordingly, an investment in Shares is suitable solely for persons able to make and bear the economic risk of a long-term investment.

Liquidity and Redemption Rights – The Shares are redeemable at the option of the holder, meaning that investors have the right to require the Fund to redeem Shares, upon giving the prescribed advance notice to the Fund. **If the investor does not provide the Fund with the required notice, the redemption request will not be effected until the next available redemption date.** See 5.1, Terms of Securities. Redemption of the Shares is subject to the Fund maintaining its status as a MIC as defined by the Tax Act, all as determined solely by the Manager. Accordingly, this investment may be unsuitable for those prospective investors who require greater liquidity.

Absence of Management Rights – The Shares being sold under this Offering do not carry voting rights, and consequently an investor's investment in Shares does not carry with it any right to take part in the control or management of the Fund's business, including the election of directors. In assessing the risks and rewards of an investment in Shares, potential investors should appreciate that they are relying solely on the good faith, judgment and ability of the directors, officers and employees of the Fund and the Manager to manage and operate the Fund.

Lack of Separate Legal Counsel – The investors, as a group, have not been represented by separate counsel. Counsel for the Fund and the Manager do not purport to have acted for the investors nor to have conducted any investigation or review on their behalf.

No Guarantees or Insurance – The Fund's mortgages are not guaranteed by the Government of Canada, the government of any province or any agency thereof nor are they insured under the *National Housing Act* (Canada).

No Regulatory Review – No securities regulatory authority or regulator has assessed the merits of the Shares or reviewed this Offering Memorandum.

Non-Mortgage Investments – In addition to investing in mortgages, the Fund may invest in other investments as permitted under the Tax Act. The Tax Act requires a MIC to have at least 50% of its assets invested in houses (as defined in section 2 of the *National Housing Act*) or on property included within a housing project (as defined in that section), therefore the Fund has discretion to invest in investments outside of mortgages, including but not limited to promissory notes, debentures or other such securities. The 'non-mortgage' investments may or may not be secured and may carry a greater risk than investing in mortgages.

Issuer Risk

Risks that are specific to the Fund include the following:

MIC Tax Designation – Under the Fund's articles, the Fund's directors are required to use their best efforts to ensure that the Fund qualifies as a MIC pursuant to the Tax Act. As a company qualified as a MIC, the Fund may deduct taxable dividends it pays from its income, and the normal gross-up and dividend tax credit rules will not apply to dividends paid by the Fund on the Shares. Rather, the dividends will be taxable in the hands of shareholders as if they had received an interest payment.

Limited Operating History – The Fund commenced operations May 1, 2020 and consequently as of the date of this Offering Memorandum it does not have a long history of investing in mortgages or raising funds.

Reliance on the Manager – In accordance with the terms of the Management Agreement between the Fund and the Manager, the Manager has significant responsibility for assisting the Fund to conduct its affairs. Any inability of the Manager to perform competently or on a timely basis will negatively affect the Fund.

Concentration – The Fund is a mortgage investment corporation and so its investments are concentrated in mortgages. Exposure to a specialized industry, market sector, particular geographical area or asset class involves risk that the Fund will suffer loss because of market, economic (including interest rate) or regulatory

events which affect the sector or asset class. The Fund is not a broadly diversified investment across many industries and types of economic activity.

Key Personnel – The operations of the Fund and the Manager are highly dependent upon the continued support and participation of their key personnel. The loss of their services may materially affect the time or the ability of the Fund to implement its business plan. The Manager's management team consists of several key personnel. In order to manage the Fund successfully in the future, it may be necessary to further strengthen its management teams. There can be no assurance of success in attracting, retaining, or motivating qualified individuals. Failure in this regard would likely have a material adverse effect on the Fund's business, financial condition, and result of operations.

Conflicts of Interest – Conflicts exist, and others may arise, between the interests of investors on the one hand, and on the other, the interests of directors and officers of the Manager and the Fund and their associates and affiliates. These conflicts are described in "Business of the Fund – Conflicts of Interest".

There is no assurance that any conflicts of interest that may arise will be resolved in a manner most favourable to investors. Persons considering a purchase of Shares pursuant to this Offering must rely on the judgment and good faith of the directors, officers and employees of the Manager and the Fund in resolving such conflicts of interest as may arise.

The Fund and its shareholders are dependant in large part upon the experience and good faith of the Manager. The Manager is entitled to act in a similar capacity for other companies with investment criteria similar to those of the Fund. Accordingly, there may be instances in which an investment opportunity may be suitable for the Fund as well as other mortgage lenders or investors with whom the Manager has business relations. In such cases, the Manager has the right to take such action as it sees fit. As such, there is a risk the Manager will not be able to originate sufficient suitable investment opportunities to keep the Fund's funds fully invested.

The Fund's mortgages may be shared with other investors affiliated or associated with the Manager, which parties may include shareholders, directors or staff of the Manager or the Manager itself. The Fund's investment position may rank either equally with, in priority to, or subordinate to other members of the syndicate or participating investors.

The Fund acknowledges that the Manager and any of its directors, officers, shareholders, employees and affiliates may purchase for their own account and own as a co-lender a percentage interest in an investment is held or presented to the Fund, and that the Manager may also sell undivided percentage interests in any such investment opportunities to other co-lenders.

The Fund also acknowledges that the Manager or its affiliates may hold a subordinate position in a mortgage which is presented to the Fund and the rate of return on such subordinated position may be greater than the Fund's rate of return to reflect the Fund's risk position relative to the other investors.

The Manager selects the investments for the Fund's portfolio and determines the Fair Value of the individual holdings as well as the Fair Value of the investment portfolio as a whole. As described in "Valuation of Assets" below, the Manager may receive advice and assistance from independent valuators, its auditors and other professional advisors; however, the Manager necessarily applies some element of its own judgment in arriving at Fair Value. It is possible that another reasonable and prudent manager acting in good faith could determine the Fair Value of individual holdings as well as the Fair Value of the Fund differently.

Mr. Todd Slater and his associates may be subject to a conflict of interest insofar as they have a financial interest in SIREG Properties and the completion of the projects to which financing has been advanced by the Fund. In their capacities as directors of the Fund and directors and officers of the Manager, Messrs. Slater and Roy are required to act in the best interests of the investors of the Fund, even where such actions may adversely

affect them as holders of equity interests in a SIREG Property. In order to mitigate possible conflicts of interest, the Fund has appointed an Advisory Committee and with responsibility to oversee such conflicts.

Mr. Terry O'Leary is sponsored by Waverley as dealing representative of Waverley who is acting on behalf of Waverley in connection with the Offering. Mr. O'Leary is also a shareholder of the Fund, and through his company Crossroads Mortgage Administrator Inc., may receive fees for providing services to the Fund. Mr. O'Leary is also entitled to receive compensation from Waverley for acting as a dealing representative of Waverley in connection with the Offering.

Valuation of assets - The mortgages and other assets held in the investment portfolio of the Fund are by their nature complex and difficult to value. Such assets generally do not trade on an organized exchange or in an active market. The valuation of such assets may be based on imperfect information and necessarily involves both observable data as well as judgments and assumptions. There may not be consensus among industry professionals as to the valuation methodology to be applied to any investment. As a result, there can be uncertainty as to the accuracy of valuations assigned by the Manager. When compared to a collective investment vehicle which holds liquid, actively traded securities, there is a heightened risk that the valuations determined by the Manager, including for purposes of effecting purchases and redemptions, will reflect this uncertainty.

Purchases in kind - The Fund may accept assets or investments which are consistent with the investment objectives and policies of the Fund as consideration for the issuance of its securities. Where this occurs, the Manager is required to assign a Fair Value to the in-kind consideration. If the Manager errs in its good faith determination of the Fair Value of the consideration, there is a risk that the purchaser of the Units will receive an inappropriate number of shares or other securities. If the value of the in-kind consideration is overstated, the investors in the Fund will be diluted, and if the value of the in-kind consideration is understated, the investor will receive too few securities. The Manager has developed policies and procedures to mitigate such risk.

Future Operations and Possible Need for Additional Funds – Certain uninsurable or uninsured events may also occur which can substantially reduce the ability of the Fund to carry on business in a profitable manner, including natural or man-made disasters.

Litigation Risk – The Fund may, from time to time, become involved in legal proceedings in the course of business. The costs of litigation and settlement can be substantial and there is no assurance that such costs will be recovered in whole or at all. During litigation, the Fund may not receive payments of interest or principal on a mortgage loan that is the subject of litigation, which could affect cash flows. An unfavourable resolution of any legal proceedings could have a material adverse effect on the Fund, its financial position and results of operations.

Industry Risk

There are also risks faced by the Fund because of the industry in which it operates. Prospective investors should take note of the following:

Credit Risk - The Fund may provide financing to borrowers who may not meet financing criteria for conventional mortgages from institutional sources and, as a result, these investments generally earn a higher rate of return. Credit risk is the risk that the borrower will fail to discharge the obligation causing the Fund to incur a financial loss. The Fund will try to minimize its credit risk primarily by ensuring that the collateral value of the security fully protects against default, and that there is a viable exist strategy for each loan or property.

Insurance – The Fund's mortgage loans will not usually be insured in whole or in part. As well, there are certain inherent risks in the real estate industry, some of which the Fund may not be able to insure against or

which the Fund may elect not to insure due to the costs of such insurance. The effect of these factors cannot be accurately predicted.

Priority – Financial charges for construction and other financing funded by conventional lenders may rank in priority to the mortgages registered in favour of the Fund. Although the Fund will have all of the rights of the holder of a subsequent mortgage, in the event of default by a mortgagor under any prior financial charge, the Fund may not recover any or all the monies advanced.

Default – If there is default on a mortgage, it may be necessary for the Fund, in order to protect the investment, to engage in foreclosure or sale proceedings and to make further outlays to complete an unfinished project or to maintain prior encumbrances in good standing. In those cases, it is possible that the total amount recovered by the Fund may be less than the total investment, resulting in loss to the Fund.

Yield – The yields on real estate investments, including mortgages, depend on many factors including economic conditions and prevailing interest rates, the level of risk assumed, conditions in the real estate industry, opportunities for other types of investments, legislation, government regulation and tax laws. The Fund cannot predict the effect that such factors will have on its operations.

Competition – The earnings of the Fund depend on the Manager's ability, to locate suitable opportunities for the investment and reinvestment of the Fund's capital. The industry in which the Fund operates is subject to a wide variety of competition from private businesses, many of whom have greater financial and technical resources than the Manager.

Mortgage Prepayment - Mortgages included in the Fund's mortgage portfolio may permit the borrower to prepay the principal amount. Any prepayment bonus or penalty may not fully compensate the Fund for the total amount of the return foregone had the mortgage been held to term, and the Fund may not be able to redeploy the capital at the same interest rate.

Mortgage Renewals – There can be no assurances that any of the mortgages comprising the mortgage portfolio from time to time can or will be renewed at the same interest rates and terms when the same mature, or in the same amounts as are currently in effect. In addition, if a mortgage is renewed, the principal balance of such renewals, the interest rates and the other terms and conditions may be subject to negotiation at the time of renewal.

Composition of Mortgage Portfolio – The composition of the mortgage portfolio can be expected to be concentrated in mortgages on SIREG Properties, resulting in the mortgage portfolio being less diversified than anticipated. A lack of diversification may result in the Fund being exposed to economic downturns or other events that have an adverse and disproportionate effect on particular types of mortgage, industry or geographic region.

Appraisals – For each mortgage loan, the Manager will either obtain an appraisal prepared by an accredited appraiser licensed to prepare appraisals in the province of Ontario, or may rely upon an opinion furnished by a reputable realtor with expertise in the subject property. Preparing appraisals and real estate valuations is not an exact science, and an appraiser may make an error in judgment notwithstanding their experience, training and qualifications.

Interest rates – The Fund's investment portfolio may be affected by the level of prevailing interest rates. The Fund's income will consist primarily of interest payments on the mortgages. If there is a decline in interest rates, the Fund may find it more difficult to make mortgage loans having high rates. There can be no assurance that an interest rate environment in which there is a significant decline in interest rates would not adversely affect the Fund's business, which in turn may adversely affect the Fund's ability to maintain dividends at the target rate.

Disease Outbreaks – A local, regional, national or international outbreak of a contagious disease, including, but not limited to, COVID-19, or any other similar illness could result in a general or acute decline in economic activity in the regions the Fund operates and may negatively impact the Fund's business by, among other things, increased client credit risk and decreased property values. Public health crises, pandemics and epidemics could also adversely impact the Fund's mortgagors' ability to meet their payment obligations, in addition to negatively impacting local, national or global economies.

Environmental liability – Under various laws, the Fund as mortgagee could become liable for the costs of effecting remedial work necessitated by the release, deposit or presence of certain materials, including hazardous or toxic substances and wastes, where the Fund has exercised its right of re-entry or foreclosure or has otherwise assumed the occupation of the property. The Fund may obtain a Phase I environmental audit where there is a reasonable possibility of environmental contamination that might impact the value and marketability of a property, but the Fund does not systematically obtain environmental audits of all properties in its portfolio.

Change in Legislation – There can be no assurance that certain laws applicable to the Fund, including Canadian federal and provincial income tax legislation, commodity and sales tax legislation, tax proposals, other governmental policies or regulations and governmental, administrative or judicial interpretation thereof, will not change in a manner that will adversely affect the Fund or fundamentally alter the tax consequences to Shareholders acquiring, holdings or disposing of the Shares.

Tariffs – The announcement regarding the potential imposition of tariffs of varying percentages on Canadian products and energy by the United States on Canada has created an atmosphere of uncertainty for many businesses in North America. The scale, breadth and duration of a potential trade war is uncertain. Even if all these details were known, it would be difficult to predict with precision how the effects would flow through the economy. The magnitude and timing of the impacts will depend importantly on how businesses and households respond to higher prices for inputs and final goods. A permanent or prolonged broad-based and significant increase in tariffs, together with any retaliation, could significantly impact the Canadian economy. Such tariffs could have the effect of leading to inflation due to the higher costs for final and intermediate goods. Significant pressure could be felt by borrowers as a result of such tariffs, which could materially affect the ability of such borrowers to make principal and interest payment on their mortgages and result in defaults which could have a material adverse affect on the Fund and its operations.

ITEM 11 REPORTING OBLIGATIONS

The Fund is not a reporting issuer for purposes of applicable securities legislation, nor will it become a reporting issuer following the completion of this Offering. As a result, the Fund will not be subject to the continuous disclosure requirements of such securities legislation, including requirements relating to the preparation and filing of audited annual financial statements and other financial information, the dissemination of news releases disclosing material changes in the business and affairs of the Fund, and the filing of material change reports.

Under corporate or securities legislation, the Fund is required to send or make available to its Shareholders (i) audited financial statements within 120 days after the end of each financial year; and (ii) certain other information prescribed by applicable securities laws for a non-reporting issuer that distributes securities under the offering memorandum exemption. Generally, disclosure documents will be considered to have been "made reasonably available" to Shareholders if the documents are mailed to Shareholders.

The Manager will send to Shareholders such additional reports and statements as it may consider to be desirable.

The Fund's auditors are Rosenswig McRae Rosso LLP.

ITEM 12 RESALE RESTRICTIONS

Pursuant to applicable securities laws, the Shares are subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Shares unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

Unless permitted under securities legislation, you cannot trade the Shares before the date that is four months and a day after the date the Fund becomes a reporting issuer in any province or territory of Canada. The Fund is not, and does not presently intend to become, a "reporting issuer", as such term is defined under applicable Canadian securities laws, in any province or territory of Canada. **These resale restrictions may apply to any resale of the Shares and may never expire. Investors are advised to seek legal advice prior to any resale of the Shares.**

Manitoba Resale Restrictions

Unless permitted under securities legislation, you must not trade the Shares without the prior written consent of the regulator in Manitoba unless:

(a) the Fund has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus; or

(b) you have held the securities for at least 12 months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

ITEM 13 PURCHASERS' RIGHTS

13.1 *Statements Regarding Purchasers' Rights*

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

Two Day Cancellation Right

You can cancel your agreement to purchase the Shares offered pursuant to this Offering Memorandum. To do so, you must send a notice to the Manager by midnight on the second business day after you sign the subscription agreement to buy the Shares.

Statutory Rights of Action in the Event of a Misrepresentation

Any Offering Memorandum marketing materials related to this Offering which are delivered or made reasonably available to a purchaser before the closing of that purchaser's subscription for Shares are deemed to be incorporated by reference in this Offering Memorandum. As used herein, "Offering Memorandum marketing materials" has the same meaning as "OM marketing materials" has in NI 45-106.

Securities legislation in certain Canadian jurisdictions provides certain purchasers of securities pursuant to an offering memorandum (such as this Offering Memorandum) with a remedy for damages or rescission, or both, in addition to any other rights they may have at law, where the offering memorandum and any amendment thereto contains a "misrepresentation", as defined in the applicable securities legislation. A "misrepresentation" is generally defined in the applicable securities legislation to mean an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made.

In certain Canadian jurisdictions, if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

- the Fund to cancel your subscription agreement to buy the Shares, or
- for damages against the Fund and against Bliss Mortgages Inc. as the Promoter of the Fund.

This statutory right is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the Shares.

Contractual Rights of Action in the Event of a Misrepresentation

In certain Canadian jurisdictions, if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue the Fund:

- to cancel your subscription agreement to buy the Shares, or
- for damages.

This contractual right to sue is available to you whether or not you relied on the misrepresentation. However, in an action for damages, the amount you may recover will not exceed the price that you paid for your Shares and will not include any part of the damages that the Fund proves does not represent the depreciation in the value of the Shares resulting from the depreciation. The Fund has a defence if it proves that you knew of the misrepresentation when you purchased the Shares.

If you intend to rely on the statutory or contractual rights described above, you must do so within strict time limitations. You must commence your action to cancel your subscription agreement within 180 days after you signed the agreement. You must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 3 years after you signed the subscription agreement to purchase the Shares.

See Appendix A.

13.2 ***Cautionary Statement Regarding Auditor's Report***

This Offering Memorandum includes financial statements of the Fund accompanied by a report of the auditors. You do not have a statutory right of action against the auditors for a misrepresentation in the Offering Memorandum. You should consult with a legal adviser for further information.

ITEM 14 FINANCIAL STATEMENTS

The financial statements of the Fund for the year ended November 30, 2024, and the interim period ended May 31, 2025, are attached to this Offering Memorandum.

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

Unaudited Interim Financial Statements

For the Six Months Ended May 31, 2025
(with comparative figures for the twelve months ending November 30, 2024)

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1. Management Statement of Responsibility

Management is responsible for the preparation and fair presentation of the accompanying unaudited interim financial statements of The Simple Mortgage Investment Corporation as at and for the six-month period ended May 31, 2025.
These financial statements have been prepared in accordance with the accounting policies and standards disclosed in the audited financial statements for the year ended November 30, 2024, and are consistent with the recognition and measurement principles of International Financial Reporting Standards-(IFRS).

These financial statements have not been audited or reviewed by an external auditor and should be read in conjunction with the most recent annual audited financial statements.

Signed on behalf of the Management:

_____

Name: Todd C. Slater
Title: President
Date: July 24, 2025

2. Notice to Reader

These interim financial statements of The Simple Mortgage Investment Corporation are unaudited and prepared by management for the six-month period ended May 31, 2025. They have been prepared for the purpose of inclusion in the Offering Memorandum, in accordance with IFRS and following the guidance of IAS 34 – Interim Financial Reporting, where applicable. These statements do not contain all the disclosures required for full annual financial statements.

Readers are cautioned that these financial statements should be read in conjunction with the audited financial statements for the year ended November 30, 2024, and should not be relied upon in isolation for investment or other decision-making purposes.

3. Interim Statement of Financial Position

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

INTERIM STATEMENT OF FINANCIAL POSITION

As of May 31, 2025 (unaudited) and November 30, 2024 (audited)

	2025 *(6 Months)*	2024
ASSETS		
Current		
Cash	$ 131,932	$ 94,867
Subscriptions receivables	$ 198,530	$ 198,530
Mortgage interest receivables	$ 856,945	$ 1,297,734
Mortgage receivable - current	$ -	$ -
Down Payment for Mortgages (in transit)	$ 2,315,279	$ -
Due from related party	$ 361,968	$ 378,503
	$ 3,864,654	**$ 1,969,634**
Mortgages receivable	$ 16,629,380	$ 16,629,380
	$ 20,494,034	**$ 18,599,014**
LIABILITIES		
Current		
Accounts payable and accrued liabilities	$ 133,166	$ 96,319
Dividends payable	$ 52,105	$ 52,105
Preferred shares	$ 20,992,949	$ 19,082,753
	$ 21,178,220	**$ 19,231,177**
SHAREHOLDER'S EQUITY		
Share Capital	100	$ 100
Retained Earnings	$ (684,286)	$ (632,263)
	$ (684,186)	**$ (632,163)**
Retained Earnings and Liabilities	**$ 20,494,034**	**$ 18,599,014**

The comparative figures are for a full 12-month period and may not be directly comparable to the current 6-month results.

4. Interim Statement of Profit or Loss and Other Comprehensive Income

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

INTERIM STATEMENT OF COMPREHENSIVE INCOME AND CHANGES IN EQUITY

As of May 31, 2025 (unaudited) and November 30, 2024 (audited)

	2025 *(6 Months)*	2024
Revenue		
Mortgage interest	$ 856,945	$ 1,008,684
Expenses		
Professional fees	$ 37,961	$ 91,942
Dues and subscriptions	$ 4,119	$ 6,837
Interest and bank charges	$ 76	$ 713
Miscellaneous expenses	$ 15,000	$ -
	$ 57,156	$ 99,492
Net comprehensive income before income taxes	**$ 799,789**	**$ 909,192**
Income taxes recovery (Note 9)	$ -	$ -
Net comprehensive income for the year	**$ 799,789**	**$ 909,192**

The comparative figures are for a full 12-month period and may not be directly comparable to the current 6-month results.

5. Interim Statement of Cash Flows

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

INTERIM STATEMENT OF CASH FLOWS

As of May 31, 2025 (unaudited) and November 30, 2024 (audited)

	2025 *(6 Months)*	2024
Cash flows from operating activities		
Net comprehensive income for the year	$ 799,789	$ 909,192
Changes in non-cash working capital		
Increase in subscriptions receivable	$ -	$ (101,570)
Decrease (Increase) in mortgage interest receivable	$ 440,789	$ (588,684)
Increase (decrease) in accounts payable and accrued liabilities	$ 36,847	$ 987
Decrease in redemptions payable	$ -	$ (131,182)
Increase (decrease) in dividends payable	$ -	$ 9,004
Decrease in income taxes payable	$ -	$ -
Net cash operating activities	**$ 1,277,425**	**$ 97,747**
Cash flows used in investing activities		
Funding of mortgages investments	$ (2,315,279)	$ (6,928,210)
Net cash used in investing activities	**$ (2,315,279)**	**$ (6,928,210)**
Cash flows from financing activities		
Proceeds from issuance of class A preferred shares	$ 2,320,748	$ 8,659,811
Redemption of class A preferred shares	$ (291,088)	$ (1,292,535)
Share issuance costs	$ (119,463)	$ (72,369)
Advances from (to) related party	$ 16,535	$ 701,529
Dividends	$ (856,813)	$ (1,301,373)
Net cash from financing activities	**$ 1,069,918**	**$ 6,695,063**
Net increase (decrease) in cash	**$ 32,065**	**$ (135,400)**
Cash, beginning of period	$ 99,867	$ 235,267
Cash, end of period	**$ 131,932**	**$ 99,867**

The comparative figures are for a full 12-month period and may not be directly comparable to the current 6-month results.

6. Notes to the Interim Financial Statements

1. Basis of Presentation

a. Statement of compliance

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"), as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

In the current year, management reviewed and adopted all new and revised standards and interpretations as issued by the IASB and the IFRIC that are relevant.

b. Functional and presentation currency

The financial statements are presented in Canadian dollars, which is the functional currency of the Corporation.

c. Basis of measurement

The financial statements have been prepared on a historical cost basis, except for financial instruments that are measured at fair value. The methods used to measure fair values are discussed in note 4.

d. Use of estimates and judgments

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may vary from these estimates.

The Corporation is required to make estimates relating to the fair value determination of mortgages receivable. These estimates may include assumptions regarding local real estate market conditions, interest rates and the availability of credit. cost and terms of financing, the impact of present or future legislation or regulation, prior encumbrances and other factors affecting the investments and underlying security of the investments. These assumptions are limited by the availability of reliable comparable data, economic uncertainty, ongoing geopolitical concerns and the uncertainty of predictions concerning future events.

The Corporation assesses the impairment and extent of losses on mortgages at each reporting date, and books a provision for mortgage losses accordingly. Judgment by management is required in assessing where there has been a significant increase in credit risk when a mortgage is impaired. Estimates are required to determine the amount and timing of future cash flows when determining losses.

By their nature, estimates of fair value are subjective and do not necessarily result in precise determinations. Should the underlying assumptions change, the estimated fair value could vary by a material amount.

2. Nature of Operations

The Simple Mortgage Investment Corporation ("the Corporation") was incorporated under the laws of the Province of Ontario on March 3, 2020. The Corporation's registered address is 1075 Sutton Dr, Burlington, Ontario, L7L SZ8, Canada. The financial year end of the Corporation is November 30.

The Corporation is a Canadian mortgage investment corporation (MIC) pursuant to the Income Tax Act (Canada) Section 130.l. The objective of the Corporation is to make prudent investments in mortgages against real property located in Canada in order to generate sustainable and stable income while preserving investment capital for shareholders.
The Corporation is subject to rules under the Income Tax Act (Canada) that permit the Corporation to flow-through its net income to its shareholders.

These financial statements were approved by the Board of Directors on July 25, 2025.

3. Significant Accounting Policies

A. Mortgages receivable

Mortgages receivable are recognized initially at cost plus any directly attributable transaction costs. Subsequent to initial recognition, the mortgages receivable are measured at amortized cost using the effective interest method, less any impairment losses.

Mortgages receivable are assessed at each reporting date to determine whether there is objective evidence of impairment. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of an asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

An impairment loss is calculated as the difference between the carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in the statement of comprehensive income and reflected in an allowance account against the mortgages receivable. Interest on the impaired asset continues to be recognized through the unwinding of the discount if it is considered collectable. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through income.

B. Revenue recognition

Mortgage interest is recognized in the statement of comprehensive income monthly using the effective interest method. Other income is recognized in the statement of comprehensive income when it is probable that the economic benefits associated with the transaction will flow to the Corporation which annually occurs at the time when a transaction is completed, and the collection is reasonably assured.

C. Preferred shares

Class A preferred shares are redeemable at the option of the holder. Accordingly, these are classified as liabilities. Incremental issuance costs directly attributable to these shares are recognized as a deduction from the liability.

D. Income taxes

The Corporation qualifies as a MIC under the Income Tax Act, and as such is not taxed on income provided that its taxable income is distributed to its shareholders in the form of dividends within 90 days after year-end. Accordingly, no provision for current or future income taxes is required unless the Corporation elects to retain income.

E. Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity. Financial instruments are recognized in accordance with IFRS 9.

Recognition and initial measurement

Financial instruments are recognized on the date of origination at the fair value of consideration exchanged. Except for financial instruments carried at fair value through profit or loss, the initial measurement includes transaction costs that are directly attributable to its issuance.

Impairment of financial assets

Financial assets measured at cost are tested for impairment when there are indicators of impairment. The amount of the write-down is recognized in net earnings. The previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is not greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of reversal is recognized in net earnings.

Transaction costs

The Corporation recognizes its transaction costs in net earnings in the period incurred. However, financial instruments that will not be subsequently measured at fair value are

adjusted by the transaction costs that are directly attributable to their origination, issuance or assumption.

F. Related party transactions

All party transactions related must be disclosed in the financial statements which include the amount of the transactions, the amount of outstanding balances, tenures, provisions for doubtful debts related to outstanding balances and the expense recognized during the year in respect to bad or doubtful debts from related parties. All transactions with related parties are recorded at the exchange amount and are in the normal course of operations.

G. Provisions and contingent liabilities

Provisions and contingent liabilities are recognized when there is a present legal or constructive obligation arising as a result of a past event for which it is probable that an outflow of economic benefits will be required to settle the obligation and where a reliable estimate can be made of the amount of the obligation. Provisions and contingent liabilities are stated at the present value of the expenditure expected to settle the obligation.

Where it is not probable that an outflow of economic benefits will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of economic benefit is remote. Possible obligations whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events are also disclosed as contingent liabilities unless the probability of outflow in economic benefits is remote.

4. Determination of fair values

The Corporation's financial instruments are recorded at fair value or at amounts that have approximately fair value in the financial statements. The Corporation classifies fair value measurements within a hierarchy which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). The three levels of the fair value hierarchies are:

Level 1**:** Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs, other than quoted prices, that are observable for the asset or liability. either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3: Inputs that are unobservable. There is little if any market activity. Inputs into the determination of fair value require significant management judgment or estimation.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Cash is classified as level 1**.** Mortgages receivables are classified as level 3

5. Mortgage Investment Portfolio

The following is the breakdown of the mortgages receivable at May 31, 2025:

	2025	**2024**
	6 Months	
Non-first mortgages – long term	$16,629,380	$16,629,380
Interest receivable	$856,945	$1,297,734
Down payments for mortgages (registration in process)	$2,315,279	-
Total mortgages receivable	$19,801,604	$17,927,114

Mortgages receivable consists of mortgages on residential properties in the province of Ontario. Non-first mortgages are loans with mortgage charges not registered in first priority.
No provision has been recorded as management expects full recovery from all mortgages.
As of April 21, 2025, the mortgages receivable bore interest at a rate of 10%. Effective April 22, 2025, the interest rate was increased to 12%. Interest is non-compounding. The typical term of mortgages in the portfolio is 24 months but may be extended or shortened depending on individual mortgage terms.
Principal repayments based on contractual maturity dates are as follows.

2025	$0
2026	$16,629,380
2027	$2,315,279

6. Related Party Transactions

The amount due from a related party is non-interest bearing and due on demand. At year end, all mortgages receivables are due from a related party.

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

FINANCIAL STATEMENTS

NOVEMBER 30, 2024

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

NOVEMBER 30, 2024

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RMR Rosenswig McRae Rosso LLP
Chartered Professional Accountants
Associated with MGI Worldwide

Michael Rosenswig
Jeff McRae
Tony Rosso
Lorraine Varga
Michelle Koscec
Dustin Jainaraine

INDEPENDENT AUDITORS' REPORT

To the shareholders of The Simple Mortgage Investment Corporation,

Opinion
We have audited the statement of Financial Statements of The Simple Mortgage Investment Corporation ("the Corporation") which comprise the statement of financial position as at November 30, 2024, and the statements of comprehensive income and changes in equity, and cash flows for the year ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at November 30, 2024 and the results of its operations and its cash flows for the year then ended in accordance with International Financial Reporting Standards.

Basis for Opinion
We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing these financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

RNR Rosenswig McRae Rosso LLP

Toronto, Ontario
March 31, 2025

Chartered Professional Accountants
Licensed Public Accountants

STATEMENT OF FINANCIAL POSITION

NOVEMBER 30, 2024

	2024	2023
ASSETS		
Current		
Cash	$ 94,867	$ 235,267
Subscriptions receivable	198,530	96,960
Mortgage interest receivable (Note 6)	1,297,734	709,050
Mortgages receivable - current (Note 6)	-	2,200,000
Due from related party (Note 7)	378,503	1,080,032
	1,969,634	4,321,309
Mortgages receivable (Note 6)	16,629,380	7,501,170
	$18,599,014	$11,822,479
LIABILITIES		
Current		
Accounts payable and accrued liabilities	$ 96,319	$ 95,332
Redemptions payable (Note 8)	-	131,182
Dividends payable	52,105	43,101
Preferred shares (Note 8)	19,082,753	11,792,846
	19,231,177	12,062,461
SHAREHOLDERS' EQUITY		
Share capital (Note 8)	100	100
Retained earnings	(632,263)	(240,082)
	(632,163)	(239,982)
	$18,599,014	$11,822,479

Approved on behalf of the Board:

_____, Director

See accompanying notes.

STATEMENT OF COMPREHENSIVE INCOME AND CHANGES IN EQUITY

YEAR ENDED NOVEMBER 30, 2024

	2024	2023
Revenue		
Mortgage interest	$ 1,008,684	$ 815,893
Expenses		
Professional fees	91,942	72,095
Dues and subscriptions	6,837	7,463
Interest and bank charges	713	1,990
	99,492	81,548
Net comprehensive income before income taxes	909,192	734,345
Income taxes recovery (Note 9)	-	(8,890)
Net comprehensive income for the year	909,192	743,235
Retained earnings, beginning of year	(240,082)	(151,737)
Dividends (Note 10)	(1,301,373)	(831,580)
Retained earnings, end of year	$ (632,263)	$ (240,082)

See accompanying notes.

STATEMENT OF CASH FLOWS

YEAR ENDED NOVEMBER 30, 2024

	2024	2023
Cash flows from operating activities		
Net comprehensive income for the year	$ 909,192	$ 743,235
Changes in non-cash working capital		
Increase in subscriptions receivable	(101,570)	(96,960)
(Increase) decrease in mortgage interest receivable	(588,684)	194,054
Increase in accounts payable and accrued liabilities	987	36,396
(Decrease) increase in redemptions payable	(131,182)	131,182
Increase (decrease) in dividends payable	9,004	(526,438)
Decrease in income taxes payable	-	(11,094)
Net cash from operating activities	97,747	470,375
Cash flows used in investing activities		
Funding of mortgage investments	(6,928,210)	(1,882,670)
Cash flows from financing activities		
Proceeds from issuance of class A preferred shares	8,659,811	6,116,167
Redemption of class A preferred shares	(1,292,535)	(2,730,699)
Share issuance costs	(72,369)	(46,160)
Advances to (from) related party	701,529	(1,433,497)
Dividends	(1,301,373)	(831,580)
Net cash from financing activities	6,695,063	1,074,231
Net decrease in cash	(135,400)	(338,064)
Cash, beginning of year	235,267	573,331
Cash, end of year	$ 99,867	$ 235,267

See accompanying notes.

1. Nature of operations

The Simple Mortgage Investment Corporation ("the Corporation") was incorporated under the laws of the Province of Ontario on March 3, 2020. The Corporation's registered address is 1075 Sutton Drive, Burlington, Ontario, L7L 5Z8, Canada. The financial year end of the Corporation is November 30.

The Corporation is a Canadian mortgage investment corporation (MIC) pursuant to the Income Tax Act (Canada) Section 130.1. The objective of the Corporation is to make prudent investments in mortgages against real property located in Canada in order to generate sustainable and stable income while preserving investment capital for shareholders.

The Corporation is subject to rules under the Income Tax Act (Canada) that permit the Corporation to flow-through its net income to its shareholders.

These financial statements were approved by the Board of Directors on March 31, 2025.

The Corporation has mortgages in arrears greater than 90 days (see note 6) and a net deficit of on a going concern basis, which assumes the Corporation financial statements have been prepared will be able to realize its assets and discarge its liabilities in the normal course of business for the foreseeable future.

2. Basis of presentation

a) Functional and presentation currency

The financial statements are presented in Canadian dollars, which is the functional currency of the Corporation.

b) Basis of measurement

The financial statements have been prepared on a historical cost basis, except for financial instruments that are measured at fair value. The methods used to measure fair values are discussed in note 4.

c) Use of estimates and judgments

The preparation of financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may vary from these estimates.

The Corporation is required to make estimates relating to the fair value determination of mortgages receivable. These estimates may include assumptions regarding local real estate market conditions, interest rates and the availability of credit, cost and terms of financing, the impact of present or future legislation or regulation, prior encumbrances and other factors affecting the investments and underlying security of the investments. These assumptions are limited by the availability of reliable comparable data, economic uncertainty, ongoing geopolitical concerns and the uncertainty of predictions concerning future events.

2. Basis of presentation (continued)

c) Use of estimates and judgments (continued)

The Corporation assesses the impairment and extent of losses on mortgages at each reporting date, and books a provision for mortgage losses accordingly. Judgment by management is required in assessing where there has been a significant increase in credit risk when a mortgage is impaired. Estimates are required to determine the amount and timing of future cash flows when determining losses.

By their nature, estimates of fair value are subjective and do not necessarily result in precise determinations. Should the underlying assumptions change, the estimated fair value could vary by a material amount.

3. Material accounting policies

The financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS"). The material accounting policies are detailed as follows:

a) Mortgages receivable

Mortgages receivable are recognized initially at cost plus any directly attributable transaction costs. Subsequent to initial recognition, the mortgages receivable are measured at amortized cost using the effective interest method, less any impairment losses.
Mortgages receivable are assessed at each reporting date to determine whether there is objective evidence of impairment. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of an asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

An impairment loss is calculated as the difference between the carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in the statement of comprehensive income and reflected in an allowance account against the mortgages receivable. Interest on the impaired asset continues to be recognized through the unwinding of the discount if it is considered collectable. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through income.

b) Revenue recognition

Mortgage interest is recognized in the statement of comprehensive income on a monthly basis using the effective interest method. Other income is recognized in the statement of comprehensive income when it is probable that the economic benefits associated with the transaction will flow to the Corporation which normally occurs at the time when a transaction is completed and the collection is reasonably assured.

c) Preferred shares

Class A preferred shares are redeemable at the option of the holder. Accordingly, these are classified as liabilities. Incremental issuance costs directly attributable to these shares are recognized as a deduction from the liability.

3. Material accounting policies (continued)

d) Income taxes

The Corporation qualifies as a MIC under the Income Tax Act, and as such is not taxed on income provided that its taxable income is distributed to its shareholders in the form of dividends within 90 days after year-end. Accordingly, no provision for current or future income taxes is required unless the Corporation elects to retain income.

e) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity. Financial instruments are recognized in accordance with IFRS 9.

Recognition and initial measurement

Financial instruments are recognized on the date of origination at the fair value of consideration exchanged. Except for financial instruments carried at fair value through profit or loss, the initial measurement includes transaction costs that are directly attributable to its issuance.

Impairment of financial assets

Financial assets measured at cost are tested for impairment when there are indicators of impairment. The amount of the write-down is recognized in net earnings. The previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is not greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of reversal is recognized in net earnings.

Transaction costs

The Corporation recognizes its transaction costs in net earnings in the period incurred. However, financial instruments that will not be subsequently measured at fair value are adjusted by the transaction costs that are directly attributable to their origination, issuance or assumption.

f) Related party transactions

All related party transactions must be disclosed in the financial statements which include the amount of the transactions, the amount of outstanding balances, terms, provisions for doubtful debts related to outstanding balances and the expense recognized during the year in respect to bad or doubtful debts from related parties. All transactions with related parties are recorded at the exchange amount and are in the normal course of operations.

g) Provisions and contingent liabilities

Provisions and contingent liabilities are recognized when there is a present legal or constructive obligation arising as a result of a past event for which it is probable that an outflow of economic benefits will be required to settle the obligation and where a reliable estimate can be made of the amount of the obligation. Provisions and contingent liabilities are stated at the present value of the expenditure expected to settle the obligation.

3. Material accounting policies (continued)

g) Provisions and contingent liabilities (continued)

Where it is not probable that an outflow of economic benefits will be required, or the amount cannot be estimated reliably, the obligation is disclosed as a contingent liability, unless the probability of outflow of economic benefit is remote. Possible obligations whose existence will only be confirmed by the occurrence or non-occurrence of one or more future events are also disclosed as contingent liabilities unless the probability of outflow of economic benefits is remote.

4. Determination of fair values

The Corporation's financial instruments are recorded at fair value or at amounts that approximate fair value in the financial statements. The Corporation classifies fair value measurements within a hierarchy which gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3). The three levels of the fair value hierarchies are:

Level 1: Inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs, other than quoted prices, that are observable for the asset or liability, either directly or indirectly, including inputs in markets that are not considered to be active.

Level 3: Inputs that are unobservable. There is little if any market activity. Inputs into the determination of fair value require significant management judgment or estimation.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Cash is classified as level 1. Mortgages receivable is classified as level 3.

5. Future changes in accounting policies

The Corporation regularly assesses the impact of new IFRS standards, changes in existing standards or new interpretations that have been issued but are not yet effective. Relevant standards issued but not yet adopted at the date of issuance of these financial statements are described below:

In May 2024, the International Accounting Standards Board (IASB) issued amendments to IFRS 9, Financial Instruments (IFRS 9), which introduced additional guidance in two areas. The first relates to financial assets with contingent features and when these features can be considered consistent with a basic lending arrangement, in which case the instrument can be measured at amortized cost. The second relates to the timing of derecognition of financial liabilities when payment takes place through an electronic payment system and certain conditions are met. These amendments will be effective for the fiscal year beginning November 1, 2026. The Corporation is currently assessing the impact of these amendments on the financial statements.

5. Future changes in accounting policies (continued)

In April 2024, the IASB issued IFRS 18, Presentation and Disclosure in Financial Statements (IFRS 18). IFRS 18 replaces IAS 1 Presentation of Financial Statements and sets out requirements for the presentation and disclosure of information in the primary financial statements and notes. The standard applies to annual reporting periods beginning on or after January 1, 2027 and is to be applied retrospectively, with early adoption permitted. The Corporation is currently assessing the impact of the new standard on the financial statements.

6. Mortgages receivable

The following is the breakdown of the mortgages receivable at November 30:

	2024	2023
Non-first mortgages - current	$ -	$ 2,200,000
Non-first mortgages - long term	16,629,380	7,501,170
Interest receivable	1,297,734	709,050
Total mortgages receivable	$ 17,927,114	$ 10,410,220

Mortgages receivable consists of mortgages on residential properties in the province of Ontario. Non-first mortgages are loans with mortgage charges not registered in first priority.

The Corporation recognizes expected credit losses (ECL) at an amount equal to 12 month ECL, if the credit risk on a mortgage at the reporting date has not increased significantly since initial recognition (Stage 1). Generally, mortgages overdue for 30 days are considered Stage 2 mortgages and those overdue by 90 days are considered impaired (Stage 3). However, a mortgage overdue by 90 days or more may be considered Stage 2 if the liquidation value of the collateralized assets is sufficient to prevent mortgage losses.

	Stage 1	Stage 2	Stage 3	Total
Mortgages receivable, gross carrying value	$ 3,428,210	$ 8,696,170	$ 4,505,000	$ 16,629,380
Provision for mortgage losses	-	-	-	-
Mortgages receivable, net carrying value	$ 3,428,210	$ 8,696,170	$ 4,505,000	$ 16,629,380

No provision has been recorded as management expects full recovery from all mortgages.

The mortgages receivable as at November 30, 2024 bear an interest rate of 10%, with a weighted average rate of 10% and is non-compounding. The typical term of the mortgages in the portfolio is 24 months.

Principal repayments based on contractual maturity dates are as follows;

2025	$ -
2026	16,629,380
	$ 16,629,380

7. Related party balance and transactions

The amount due from a related party is non-interest bearing and due on demand. At year end, all mortgages receivable are due from a related party.

8. Share capital

Authorized

Unlimited common shares
Unlimited Class A, B, C, D and E preferred shares, non-voting, redeemable at the lesser of the subscription price or fair value per share, dividends at the discretion of Board of Director.

Class A preferred shares are entitled to discretionary, cumulative dividends at 8% of the subscription price per annum as stated in the offering memorandum. During the year, the Corporation has paid dividends at a rate of 9% (2023 - 9%).

The Corporation has an optional dividend reinvestment plan "(DRIP)" for preferred shareholders, whereby participants may reinvest cash dividends in additional preferred shares of the Corporation at the current share price as at the date of conversion. Class A preferred shares issued under the DRIP are issued by the Corporation from its treasury.

Issued and outstanding

The following Common shares were issued and outstanding as at November 30, 2024:

	Shares	Amount
Common shares	100	$ 100

The following Class A Preferred shares were issued and outstanding as at November 30, 2024:

	Shares	Amount
Class A preferred shares, beginning of year	1,186,229	$ 11,862,287
New shares issued during the year	751,333	7,513,329
Dividend reinvestment plan	114,148	1,141,482
Redemption of shares	(129,253)	(1,292,534)
Class A preferred shares, end of year	1,922,457	$ 19,224,563

Preferred shares consists of:

	2023	2024
Class A preferred shares	$ 11,862,287	$ 19,224,563
Share issuance costs	(69,441)	(141,810)
	$ 11,792,846	$ 19,082,753

8. Share capital (continued)

The Class A preferred shares are recorded as unsecured liabilities as the shares provide the holders with redemption privileges. Each share is redeemable for the lesser of $10 and the net asset value per share. Most preferred shares are also subject to early redemption charges if redeemed within three years of issuance.

The net asset value of each preferred share at year end was $9.60 (2023 - $9.73).

Related parties, including directors and common shareholders of the Corporation and related corporations did not hold any Class A preferred shares at November 30, 2024.

At year end, there are $nil (2023 - $131,182) of redemptions that are payable to investors.

9. Income taxes

The Corporation pays Federal and Provincial tax at a rate of 39.5% (2023 - 39.5%) applicable for Canadian public corporations on the retained income for the year. During the year, the Corporation received $nil (2023 - $8,890) resulting from tax losses being carried back.

10. Dividends

The Corporation intends to make dividend payments to the shareholders on a quarterly basis. The Corporation has the discretion to distribute to shareholders, within 90 days after the year end, the net income of the Corporation determined in accordance with the Income Tax Act (Canada), subject to certain adjustments. The Corporation declared dividends of $1,301,373 (2023 - $831,580) during the 2024 fiscal year to its shareholders in the form of cash or treasury shares issued via an optional dividend reinvestment plan ("DRIP"). Participants of the DRIP may reinvest cash dividends in additional common shares of the Corporation at the current share price as at the date of conversion.

11. Financial risk management

The Corporation's planned operations will expose it to a variety of financial risks that arise as a result of its operating and financing activities.

This note presents information about the Corporation's exposure, objectives, policies and processes for measuring and managing each of the above risks.

The Corporation employs risk management strategies and policies to ensure that any exposure to risk is in compliance with the Corporation's business objectives and risk tolerance levels. While the Directors have the overall responsibility for the establishment and oversight of the Corporation's risk management framework, management has the responsibility to administer and monitor these risks.

11. Financial risk management (continued)

a) Credit risk

Credit risk is the risk of financial loss to the Corporation if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Corporation's mortgages receivable.

The carrying amount of financial assets represents the maximum credit exposure. The maximum exposure to credit risk at the reporting date was:

	2024
Mortgages receivable (Note 6)	$ 17,927,114

Mortgages receivable are issued to a related party and the Corporation carries out property evaluations and targets a maximum loan to value of 85%. Credit risk is reduced by ensuring the Corporation's policies and procedures are adhered to.

b) Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its financial obligations as they are due. Liquidity risk is managed by ensuring that the projected repayments under the existing investment portfolio exceeds projected needs.

The obligations for future advances under the Corporation's investment portfolio are anticipated to be funded from existing cash, mortgage interest, borrower repayments and future issuance of preferred shares. As at November 30, 2024, management assesses that the Corporation does not have significant exposure to liquidity risk.

c) Market risk

Market risk is the risk that changes in market prices, such as real estate prices, will affect the Corporation's net income or the value of financial instruments. The objective of the Corporation is to manage and mitigate market risk exposures within acceptable limits, while maximizing returns.

d) Interest rate risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Corporation does not currently have any variable interest bearing debt; however the underlying property prices could be affected by changes in interest rate.

e) Capital risk management

The Corporation's capital management policy is to maintain a strong capital base that optimises the Corporation's ability to grow, maintain investor and creditor confidence and to provide a platform to create value for its shareholder. The Corporation intends to maintain a flexible capital structure to maximize its ability to pursue additional investment opportunities, which considers the requirement to sustain future development of the business.

ITEM 15 OFFERING MEMORANDUM CERTIFICATE

Dated the 31st day of July, 2025.

TO: Each applicable purchaser of Shares issued by The Simple Mortgage Investment Corporation

This Offering Memorandum does not contain a misrepresentation. This Certificate is provided solely to those purchaser purchasing Shares of the Fund pursuant to the exemption contained in section 2.9 of National Instrument 45-106 *Prospectus and Registration Exemptions*.

THE SIMPLE INVESTOR REAL ESTATE GROUP INC.

As Manager of

THE SIMPLE MORTGAGE INVESTMENT CORPORATION

(signed) "*Todd C. Slater*"
President and Director

THE SIMPLE MORTGAGE INVESTMENT CORPORATION
By its board of directors

(signed) "*Todd C. Slater*"
CEO and Director

(signed) "*James Roy*"
President and Director

Statements made in this offering memorandum are those of the issuer. No person is authorized to give any information or to make any representation in connection with this offering other than as referred to in this offering memorandum, and any information or representation not referred to in this offering memorandum must not be relied upon as having been authorized by the issuer.

APPENDIX A

RIGHTS OF ACTION FOR DAMAGES OR RESCISSION

1.1 *Investors in Alberta*

The right of action for damages or rescission described herein is conferred by section 204 of the *Securities Act* (Alberta) (the "**ASA**"). The ASA provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, as defined in the ASA, you have a statutory right to sue (a) the Fund to cancel your agreement to buy these securities, or (b) for damages against (i) the Fund; (ii) every director of the Fund at the date of the Offering Memorandum; and (iii) every person or company who signed the Offering Memorandum; provided, however, that if you elect to sue the Fund to cancel your subscription, you will have no right to sue the aforementioned persons for damages. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The ASA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) they prove that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its being sent, the person or company promptly gave reasonable notice to the Executive Director (as such term is defined in the ASA) and the Fund that it was sent without the knowledge and consent of the person or company;

(c) they prove that the person or company, on becoming aware of the misrepresentation in the offering memorandum, withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the Executive Director (as such term is defined in the ASA) and the Fund of the withdrawal and the reason for it;

(d) if, with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that: (i) there had been a misrepresentation; or (ii) the relevant part of the offering memorandum: (A) did not fairly represent the report, opinion or statement of the expert; or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert; or

(e) if, with respect to any part of the document not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, after conducting a reasonable investigation, the person or company had no reasonable grounds to believe, and did not believe, that there was a misrepresentation.

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 3 years of the date of the transaction that gave rise to the cause of action.

1.2 *Investors in British Columbia*

The right of action for damages or rescission described herein is conferred by section 132.1 of the *Securities Act* (British Columbia) (the "**BCSA**"). The BCSA provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, as defined in the BCSA, you have a statutory right to sue (a) the Fund to cancel your agreement to buy these securities, or (b) for damages against (i) the Fund; (ii) every director of the Fund at the date of the Offering Memorandum; and (iii) every person or company who signed the Offering Memorandum; provided, however, that if you elect to sue the Fund to cancel your agreement to buy these securities, you will have no right to sue the aforementioned persons for damages. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The BCSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) if they prove that the purchaser had knowledge of the misrepresentation;

(b) if they prove that the offering memorandum was delivered to purchasers without the person's knowledge or consent and that, on becoming aware of its delivery, the person gave written notice to the Fund that it was sent without the person's knowledge or consent;

(c) if they prove that on becoming aware of the misrepresentation in the offering memorandum, the person withdrew the person's consent to the offering memorandum and gave written notice to the Fund of the withdrawal and the reason for it; or

(d) with respect to any part of the offering memorandum purporting to be made on the authority of an expert, or to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company had no reasonable grounds to believe and did not believe that: (i) there had been a misrepresentation; or (ii) the relevant part of the offering memorandum: (A) did not fairly represent the report, opinion or statement of the expert; or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

In addition, a person is not liable for damages with respect to any part of the offering memorandum not purporting to be made on the authority of an expert, or to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation, or believed there had been a misrepresentation.

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security resulting from the misrepresentation. The amount recoverable by a plaintiff in any action for misrepresentation must not exceed the price at which the securities were offered under the offering memorandum.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction

that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 3 years of the date of the transaction that gave rise to the cause of action.

1.3 ***Investors in Manitoba***

The right of action for damages or rescission described herein is conferred by section 141.1 of the *Securities Act* (Manitoba) (the "**MSA**"). The MSA provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, you have a statutory right to sue (a) the Fund to cancel your agreement to buy these securities while you are still an owner of the securities, or (b) for damages against (i) the Fund; (ii) every director of the Fund at the date of the Offering Memorandum; and (iii) every person or company who signed the Offering Memorandum; provided, however, that if you elect to sue the Fund to cancel your agreement to buy these securities, you will have no right to sue the aforementioned persons for damages. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The MSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser purchased the security with knowledge of the misrepresentation;

(b) they prove that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the person's or company's knowledge and consent;

(c) they prove that after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it;

(d) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or to be a copy of, or an extract from, an expert's report, opinion or statement, if the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that (i) there had been a misrepresentation; or (ii) the relevant part of the offering memorandum (A) did not fairly represent the expert's report, opinion, or statement; or (B) was not a fair copy of, or an extract from, the expert's report, opinion or statement; or

(e) with respect to any part of the offering memorandum not purporting to be made on an expert's authority and not purporting to be a copy of, or an extract from, an expert's report, opinion or statement, unless the person or company (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed that there had been a misrepresentation.

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction

that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 2 years of the date of the transaction that gave rise to the cause of action.

1.4 *Investors in New Brunswick*

The right of action for damages or rescission described herein is conferred by section 150 of the *Securities Act* (New Brunswick) (the "**NBSA**"). The NBSA provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, you have a statutory right to sue: (a)(i) the Fund or (ii) any selling security holder on whose behalf the distribution is made, as applicable, to cancel your agreement to buy these securities; or (b) for damages against (i) the Fund, (ii) any selling security holder on whose behalf the distribution is made, (iii) every person who was a director of the Fund at the date of the Offering Memorandum, and (iv) every person who signed the Offering Memorandum. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The NBSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser purchased the security with knowledge of the misrepresentation;

(b) they prove that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave written notice to the issuer that it was sent without the person's or company's knowledge and consent;

(c) they prove that after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave written notice to the issuer of the withdrawal and the reason for the withdrawal;

(d) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation or that the part of the offering memorandum did not fairly represent the report, opinion or statement of the expert or was not a fair copy of, or extract from, the report, opinion or statement of the expert;

(e) with respect to any part of an offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert unless the person (i) failed to conduct such reasonable investigation as to provide reasonable grounds for a belief that there had been no misrepresentation, or (ii) believed that there had been a misrepresentation.

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction

that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 1 year after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 6 years of the date of the transaction that gave rise to the cause of action.

1.5 *Investors in Newfoundland and Labrador*

The right of action for damages or rescission described herein is conferred by section 130.1 of the *Securities Act* (Newfoundland and Labrador) (the "**NFLSA**"). The NFLSA provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, you have a statutory right to sue (a) the Fund to cancel your agreement to buy these securities, or (b) for damages against (i) the Fund; (ii) every director of the Fund at the date of the Offering Memorandum; and (iii) every person or company who signed the Offering Memorandum; provided, however, that if you elect to sue the Fund to cancel your agreement to buy these securities, you will have no right to sue the aforementioned persons for damages. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The NFLSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser had knowledge of the misrepresentation;

(b) they prove that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its being sent, the person or company promptly gave reasonable notice to the issuer that it was sent without the knowledge and consent of the person or company;

(c) they prove that the person or company, on becoming aware of the misrepresentation in the offering memorandum, withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it;

(d) if, with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that (i) there had been a misrepresentation, or (ii) the relevant part of the offering memorandum (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert;

(e) with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed there had been a misrepresentation;

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction

that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 3 years of the date of the transaction that gave rise to the cause of action.

1.6 *Rights of Purchasers in the Northwest Territories, Nunavut and Yukon*

If you are a resident of the Northwest Territories, under the *Securities Act* (Northwest Territories) (the "**NTSA**"), if there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Issuer to cancel your Subscription Agreement, or

(b) for damages against the Issuer, any selling security holder on whose behalf the distribution is made, every Person who was a director at the date of this Offering Memorandum and every other Person who signed this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the Subscription Agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of (i) 180 days after you first had knowledge of the facts giving rise to the cause of action, and (ii) three years after the date of the transaction that gave rise to the cause of action.

The NTSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser purchased the security with knowledge of the misrepresentation;

(b) they prove that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave written notice to the issuer that it was sent without the person's or company's knowledge and consent;

(c) they prove that the person or company, on becoming aware of the misrepresentation in the offering memorandum, withdrew the person's or company's consent to the offering memorandum and gave reasonable notice to the issuer of the withdrawal and the reason for it;

(d) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company did not have any reasonable grounds to believe and did not believe that (i) there had been a misrepresentation, or (ii) the relevant part of the offering memorandum (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert; or

(e) with respect to any part of an offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert unless the person or company (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed there had been a misrepresentation.

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the Securities were offered under the Offering Memorandum.

Nunavut and Yukon have similar statutory rights of action to those in Northwest Territories.

1.7 *Investors in Nova Scotia*

The right of action for damages or rescission described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) (the "**Nova Scotia Act**"). The Nova Scotia Act provides, in relevant part, that if this Offering Memorandum or any "advertising or sales literature" (as such term is defined in the Nova Scotia Act) contains a misrepresentation, you have a statutory right to sue (a) the Fund to cancel your agreement to buy these securities while you are still an owner of the securities, or (b) for damages against (i) the Fund; (ii) every Director at the date of the Offering Memorandum; and (iii) every person or company who signed the Offering Memorandum; provided, however, that if you elect to sue the Fund to cancel your agreement to buy these securities, you will have no right to sue the aforementioned persons for damages. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The Nova Scotia Act provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser purchased the securities with knowledge of the misrepresentation;

(b) they prove that the offering memorandum or any amendment thereto was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;

(c) they prove that after delivery of the offering memorandum or any amendment thereto and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or amendment thereto the person or company withdrew the person's or company's consent to the offering memorandum or any amendment thereto, and gave reasonable general notice of the withdrawal and the reason for it;

(d) with respect to any part of the offering memorandum or any amendment thereto purporting (i) to be made on the authority of an expert; or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation; or (B) the relevant part of the offering memorandum or any amendment thereto did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert; or

(e) with respect to any part of the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) did not conduct an investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed there had been a misrepresentation.

In the case of an action for damages, no person will be liable for all or any portion of the damages that they prove do not represent the depreciation in value of the securities as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum or amendment thereto.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within the earliest of (i) 180 days after the date of the transaction that gave rise to the cause of action, and (ii) 120 days after the date on which payment was made for the securities or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 3 years of the date of the transaction that gave rise to the cause of action.

1.8 *Investors in Ontario*

The right of action for damages or rescission described herein is conferred by section 130.1 of the Securities Act. The Securities Act provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, you have a statutory right to sue the Fund and any selling security holder on whose behalf the distribution is made to cancel your agreement to buy these securities, or for damages; provided, however, that if you elect to sue the Fund to cancel your agreement to buy these securities, you will have no right to sue the aforementioned persons for damages. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The Securities Act provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if they prove that the purchaser purchased the securities with knowledge of the misrepresentation.

The issuer and the selling security holders, if any, will not be liable for a misrepresentation in "forward looking information", as such term is defined under applicable Canadian securities laws, if they prove that:

(a) the offering memorandum contains, proximate to the forward looking information, reasonable cautionary language identifying the forward looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection set out in the forward looking information, and a statement of material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection set out in the forward looking information; and

(b) the issuer had a reasonable basis for drawing the conclusions or making the forecasts and projections set out in the forward looking information.

The issuer and the selling security holders, if any, will not be liable for all or any portion of damages that they prove do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon. In no case shall the amount recoverable exceed the price at which the securities were offered.

The rights referred to in (a) and (b) above described do not apply where this Offering Memorandum is delivered to a prospective purchaser in connection with a distribution made in reliance on the exemption from the prospectus requirement in section 73.3 of the Securities Act (the "**accredited investor exemption**") if the purchaser is:

(a) a Canadian financial institution, meaning either:

(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 that Act; or

(ii) a bank, loan Fund, trust company, trust Fund, insurance company, treasury branch, credit union, caisse populaire, financial services Fund, 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;

(b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

(c) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or

(d) a subsidiary of any of the foregoing, if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 3 years of the date of the transaction that gave rise to the cause of action.

1.9 *Investors in Prince Edward Island*

The right of action for damages or rescission described herein is conferred by section 112 of the *Securities Act* (Prince Edward Island) (the "**PSA**"). The PSA provides, in relevant part, that if this Offering Memorandum contains a misrepresentation, you have a statutory right to sue: (a) the Fund to cancel your agreement to buy these securities; or (b) for damages against (i) the Fund, (ii) any selling security holder on whose behalf the distribution is made, (iii) every person who was a director of the Fund at the date of the Offering Memorandum, and (iv) every person who signed the Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. If you intend to rely on the rights described in (a) or (b) below, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of: (i) 180 days after the date that you first had knowledge of the facts giving rise to the cause of action, or (ii) 3 years of the date of the transaction that gave rise to the cause of action.

The PSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the purchaser purchased the security with knowledge of the misrepresentation;

(b) they prove that the offering memorandum was sent to the purchaser without the person's or company's knowledge or consent, and that, after becoming aware that it was sent, the person or company promptly gave written notice to the issuer that it was sent without the person's or company's knowledge and consent;

(c) they prove that after becoming aware of the misrepresentation, the person or company withdrew the person's or company's consent to the offering memorandum and gave written notice to the issuer of the withdrawal and the reason for the withdrawal;

(d) with respect to any part of the offering memorandum purporting to be made on the authority of an expert or purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, the person or company proves that the person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation or that the part of the offering memorandum did not fairly represent the report, opinion or statement of the expert or was not a fair copy of, or extract from, the report, opinion or statement of the expert;

(e) with respect to any part of an offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert unless the person (i) failed to conduct such reasonable investigation as to provide reasonable grounds for a belief that there had been no misrepresentation, or (ii) believed that there had been a misrepresentation.

In the case of an action for damages, the defendant is not liable for all or any part of the damages that the defendant proves do not represent the depreciation in value of the security as a result of the misrepresentation. In no case will the amount recoverable in any action exceed the price at which the securities were offered under the offering memorandum.

1.10 *Investors in Québec*

The *Québec Securities Act* (the "**QSA**") provides, in relevant part, that if this Offering Memorandum is delivered to you in Québec and contains a misrepresentation, you have a statutory right to sue (a) the Fund for rescission of the purchase contract or revision of the price at which Shares were sold to you, without prejudice to a claim for damages, and (b) for damages against (i) the Fund, (ii) every person acting in a capacity with respect to the Fund which is similar to that of a director of officer of a company, (iii) any expert whose opinion, containing a misrepresentation, appeared, with his consent, in this Offering Memorandum, (iv) the dealer (if any) under contract to the Fund, and (v) any person who is required to sign the certificate of attestation in this Offering Memorandum. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

The QSA provides various defences to the persons or companies that you have a right to sue. In particular, they have a defence if:

(a) they prove that the Subscriber purchased the Shares with knowledge of the misrepresentation; or

(b) in an action for damages, they prove that they acted prudently and diligently (except in an action brought against the Fund).

No person will be liable for a misrepresentation in forward-looking information if the person proves that:

(a) this Offering Memorandum contains, proximate to the forward-looking information, (i) reasonable cautionary language identifying the forward-looking information as such, and identifying material factors that could cause actual results to differ materially from a conclusion, forecast or projection in the forward-looking information, and (ii) a statement

of the material factors or assumptions that were applied in drawing a conclusion or making a forecast or projection; and

(b) the person had a reasonable basis for drawing the conclusion or making the forecasts and projections set out in the forward-looking information.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action for rescission or revision of price within 3 years after the date of the purchase. You must commence your action for damages by the earlier of: (i) 3 years after the purchaser first had knowledge of the facts giving rise to the cause of action, except on proof of tardy knowledge imputable to the negligence of the purchaser; and (ii) 5 years from the filing of this Offering Memorandum with the Autorité des marchés financiers de Québec.

An investor resident in Québec may purchase Shares under the Offering relying on a prospectus exemption that provides them with the statutory rights described above. However, if you purchase Shares under the Offering in reliance upon a prospectus exemption that does not provide you with such statutory rights, the Fund hereby grants you the same rights, on a contractual basis, as the statutory rights that are described above.

1.11 *Investors in Saskatchewan*

The right of action for damages or rescission described herein is conferred by section 138 of *The Securities Act, 1988* (Saskatchewan), as amended (the "**SSA**"). The SSA provides, in relevant part, that if this Offering Memorandum or any amendment thereto, is sent or delivered to you and it contains a misrepresentation, and you purchase a security covered by this Offering Memorandum any amendment thereto:

(a) a right of action for damages or rescission against the Fund or the selling security holder on whose behalf the distribution is made;

(b) a right of action for damages against every promoter and Director at the time the Offering Memorandum or any amendment thereto was sent or delivered;

(c) a right of action for damages against every person or company whose consent has been filed respecting the Offering, but only with respect to reports, opinions, or statements that have been made by them;

(d) a right of action for damages against every person or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed the Offering Memorandum or any amendment thereto; and

(e) a right of action for damages against every person or company that sells securities on behalf of the Fund under the Offering Memorandum or any amendment thereto;

provided, however, that if the purchaser elects to exercise its right of rescission against the issuer or selling security holder, it shall have no right of action for damages against that party. This statutory right to sue is available to you whether or not you relied on the misrepresentation.

Such rights of action for damages or rescission are subject to certain limitations including the following:

(f) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she, or they prove do not represent the depreciation in value of the securities resulting from the misrepresentation relied on;

(g) no person or company, other than the issuer or a selling security holder, will be liable for any part of the offering memorandum or any amendment thereto not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation,

(h) in no case shall the amount recoverable exceed the price at which the securities were offered; and

(i) no person or company is liable in an action for damages or rescission if that person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation.

In addition, no person or company, other than the issuer or selling security holder, will be liable if the person or company proves that:

(a) the offering memorandum or any amendment thereto was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company gave reasonable general notice that it was so sent or delivered;

(b) after the filing of the offering memorandum or the amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or the amendment to the offering memorandum, the person or company withdrew the person's or company's consent to it and gave reasonable general notice of the person's or company's withdrawal and the reason for it;

(c) with respect to any part of the offering memorandum or any amendment thereto purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe (i) that there had been a misrepresentation, (ii) the part of the offering memorandum or any amendment thereto did not fairly represent the report, opinion, or statement of the expert; or (iii) the part of the offering memorandum or of the amendment to the offering memorandum was not a fair copy of or extract from the report, opinion or statement of the expert;

(d) with respect to any part of the offering memorandum or of the amendment to the offering memorandum purporting to be made on the person's or company's own authority as an expert or purporting to be a copy of or an extract from the person's or company's own report, opinion or statement as an expert that contains a misrepresentation attributable to failure to represent fairly his, her or its report, opinion or statement as an expert: (i) the person or company had, after reasonable investigation, reasonable grounds to believe, and did believe, that the part of the offering memorandum or of the amendment to the offering memorandum fairly represented the person's or company's report, opinion or statement; or on becoming aware that the part of the offering memorandum or of the amendment to the

offering memorandum did not fairly represent the person's or company's report, opinion or statement as an expert, the person or company immediately advised the Financial and Consumer Affairs Authority of Saskatchewan and gave reasonable general notice that such use had been made of it and that the person or company would not be responsible for that part of the offering memorandum or of the amendment to the offering memorandum.

Furthermore, no person or company, other than the Fund, will be liable with respect to any part of the offering memorandum or any amendment thereto not purporting (a) to be made on the authority of an expert; or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (ii) believed that there had been a misrepresentation. If a misrepresentation is contained in a record incorporated by reference into, or deemed incorporated by reference into, the offering memorandum or any amendment thereto, the misrepresentation is deemed to be contained in the offering memorandum or any amendment thereto.

The SSA also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for damages against the individual who made the verbal statement.

Section 141(1) of the SSA provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold in contravention of the SSA, the regulations to the SSA or a decision of the Financial and Consumer Affairs Authority of Saskatchewan.

Section 141(2) of the SSA also provides a right of action for damages or rescission to a purchaser of securities to whom an offering memorandum or any amendment thereto was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by section 80.1 of the SSA.

If you intend to rely on the rights described above, you must do so within strict time limitations. You must commence your action for rescission within 180 days after the date of the transaction that gave rise to the cause of action. You must commence any action other than an action for rescission, within: (i) 1 year after you first had knowledge of the facts giving rise to the cause of action; or (ii) 6 years after the date of the transaction that gave rise to the cause of action.

The SSA also provides a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the SSA with a right to withdraw from the agreement to purchase the securities by delivering a notice to the person who or company that is selling the securities, indicating the purchaser's intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two Business Days of receiving the amended offering memorandum.

General

The foregoing summaries are subject to any express provisions of the securities legislation of each Offering jurisdiction and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions. The rights of action described herein are in addition to and without derogation from any other right or remedy that the purchaser may have at law.

Language of Documents

Upon receipt of this document, each investor hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of securities described herein (including for greater certainty any purchase confirmation or notice) be drawn up in the English language only. Par la reception de ce document, chaque investisseur confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

This is Exhibit "B" to the Affidavit of Service of Ariyana Botejue at the City of Toronto, and I in the City of Pickering, and both residing in the Province of Ontario, this 14th day of October 2026, in accordance with *O. Reg. 431/20, Administering or Declaration Remotely*.

Khadija Waqqas.

Commissioner for Taking Affidavits
KHADIJA WAQQAS (LSO # P16129)

OLYMPIA TRUST COMPANY

Letter of Direction, Waiver & Indemnity

CAD Subscription - EMS

Investment Account Services Division

Client: [redacted] ("**I**" or "**me**")

Olympia Account Number: [redacted] ("**my Account**")

Olympia Account Type (*please specify*): [redacted]

Issuer of the Securities: THE SIMPLE MORTGAGE INVESTMENT CORPORATION (the "**Issuer**")

Description of securities (the "**Securities**") subscribed for: THE SIMPLE MORTGAGE INVESTMENT CORPORATION CLASS A - SHARES

Number of Securities subscribed for: 700.00 (the "**Subscribed Securities**")

Price per Subscribed Security: $ 10.00

Total subscription amount: $ 7,000.00 (the "**Subscription Proceeds**")

Pay Subscription Proceeds to: SIREG HOLDINGS (the "**Recipient**")

Olympia Trust Company ("**Olympia**") and I are parties to a Declaration of Trust (the "**Trust Agreement**") which governs my Account. In consideration of Olympia accepting the Subscribed Securities as assets of my Account, I hereby agree to the following terms and conditions and I acknowledge that this Letter of Direction, Waiver & Indemnity (the "**Agreement**") shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. Upon receipt by Olympia of: (a) certificate(s), or other document(s) of title, of the Issuer issued to Olympia representing the Subscribed Securities; or (b) an undertaking from either the Issuer's legal counsel or the Issuer's transfer agent to deliver to Olympia certificate(s), or other document(s) of title, of the Issuer issued to Olympia representing the Subscribed Securities, I hereby direct Olympia: (y) to pay the Recipient from my Account an amount equal to the Subscription Proceeds; and (z) accept the Subscribed Securities as assets of my Account.

2. I represent, warrant, acknowledge and covenant to Olympia that:

   (a) I have taken all action and have full power and authority to enter into this Agreement and this Agreement will not constitute or result in a material violation or breach of any agreement, judgment or court order by which I am bound;

   (b) before signing this Agreement, I have been advised to and had the opportunity to seek independent legal, tax, financial or other professional advice with respect to this Agreement and the Subscribed Securities and have carried out such due diligence and made other such enquiries to the extent that I deem necessary and appropriate in making this investment for my Account to determine the suitability of the investment in light of my personal circumstances;

   (c) it is my sole and entire responsibility, and I have not, cannot and will not look to Olympia or any Trustee Entity for advice as to:

      (i) if my Account is a Registered Plan Account, whether my investment in the Subscribed Securities is at "Arm's Length" or if I am a "specified shareholder" of the Issuer, as such terms are defined in the Tax Act,

      (ii) if my Account is a Registered Plan Account, whether my investment in the Subscribed Securities is a "qualified investment" and is not a "prohibited investment," as such terms are defined in the Tax Act, and

      (iii) whether my investment in the Subscribed Securities is suitable for me given my personal and financial circumstances,

      Further, I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to make such representations or give such advice on its behalf with respect to the above;

   (d) the amount of Subscription Proceeds is equal to the fair market value of the Subscribed Securities;

   (e) I am solely responsible for determining the fair market value of the Subscribed Securities and Olympia has no obligation to and does not intend to verify such valuation or independently monitor any changes thereto;

   (f) if my Account is a Registered Plan Account, I deal at "Arm's Length" with the Issuer and I am not a "specified shareholder" of the Issuer, as such terms are defined by the Tax Act. I undertake to immediately advise Olympia in writing if my status as a "specified shareholder" or dealing with the Issuer at "Arm's Length" changes; and

   (g) my subscription for the Subscribed Securities complies with all applicable securities laws and regulations.

3. **I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia and any Trustee Entity on this Agreement or the information contained herein.**

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4. **I agree that Olympia's liability to me with respect to the Subscribed Securities is limited to an accounting of actual amounts received by Olympia in respect of the Subscribed Securities, and in no event shall Olympia be liable for any other direct or indirect, incidental, consequential, exemplary, special or punitive losses or damages, loss of profits or economic loss that I may suffer, sustain, pay, or incur.**

5. **I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities suffered, sustained, paid or incurred by such Trustee Entity, to the extent arising out of, relating to, or resulting from any breach of any representation, warranty, covenant or agreement made by me in this Agreement, or in any certificate, instrument or other document delivered by me pursuant to this Agreement, even if in each such case such Losses and Liabilities are caused in whole or in part by the negligence (whether sole, joint or concurrent), strict liability or other legal fault of such Trustee Entity, except to the extent caused by or attributable to the gross negligence, willful misconduct or fraud of such Trustee Entity. I shall gross up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Trustee Entity in respect of that payment.**

6. If my Account is a Registered Plan Account, I will provide at my expense and at any time, as Olympia may require, such independent information or opinions as deemed necessary by Olympia with respect to the continued status of the Subscribed Securities as a "qualified investment" and as not being a "prohibited investment," as such terms are defined in the Tax Act. In the event that I fail to satisfy any of the requirements set forth above, Olympia is fully entitled to deem that the Subscribed Securities are not a "qualified investment," or are a "prohibited investment," and to effect whatever actions and reporting is, in Olympia's sole opinion, required for the purposes of the Tax Act. I understand and agree that in such event, adverse tax consequences may be suffered and I confirm that I will assume full responsibility for such tax consequences.

7. In this Agreement:

   (a) "**Losses and Liabilities**" means, in respect of a Party and in relation to any matter hereunder, any and all:

      (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which such Party suffers, sustains, pays or incurs directly or indirectly, in connection with such matter and includes costs of legal counsel (legal fees and disbursements on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of any such matter, and

      (ii) liabilities and obligations (whether under common law, in equity, under applicable statutory or any other law; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on negligence, breach of trust, strict liability or any other theory of liability) which such Party suffers, sustains, pays or incurs directly or indirectly, as a result of or in connection with any such matter,

   including any and all incidental, consequential, exemplary, special or punitive losses or damages, loss of profits and economic loss suffered, sustained, paid or incurred by such Party;

   (b) "**Claim**" means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;

   (c) "**Party**" means me, any beneficiary under my Account and each Trustee Entity;

   (d) "**Registered Plan Account**" means an account established with Olympia that is a "registered plan" as such term is defined in the Tax Act;

   (e) "**Tax Act**" means the *Income Tax Act* (Canada);

   (f) "**Taxes**" means any and all applicable taxes and assessments, including any penalties and interest, as may be required under the Tax Act or similar applicable provincial legislation; and

   (g) "**Trustee Entity**" means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.

8. In the event, and to the extent, of conflict between any of the terms of this Agreement and the terms of the Trust Agreement, the terms of this Agreement shall prevail.

9. The provisions of Sections 3, 4, 5 and 7 of this Agreement shall survive the termination of or transfer out of my Account, the termination of my investment in the Subscribed Securities, and the resignation or revocation of the trusteeship of my Account by Olympia.

[redacted]	[redacted]	01 / 15 / 2025
Name of Client *(please print)*	Signature of Client	Date *(mm/dd/yyyy)*

Doc ID: 5abf099e5faaa7fc1f0d086e6a01f27e4d144045

Dropbox Sign

Audit trail

Title	Security Purchase at Olympia Trust Company
File name	Letter_of_Directi...English_-_v01.pdf
Document ID	5abf099e5faaa7fc1f0d086e6a01f27e4d144045
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was signed on portal.olympiatrust.com

Document history

SENT	**01 / 15 / 2025** 11:47:37 UTC-7	Sent for signature to [redacted] from itsupport@olympiafinancial.com IP: 4.205.240.20
VIEWED	**01 / 15 / 2025** 11:47:39 UTC-7	Viewed by [redacted] IP: 72.136.99.203
[redacted]	**01 / 15 / 2025** 11:47:55 UTC-7	Signed by [redacted] IP: 72.136.99.203
COMPLETED	**01 / 15 / 2025** 11:47:55 UTC-7	The document has been completed.

OLYMPIA TRUST COMPANY

WITH US IT'S
PERSONAL

[redacted]

January 01, 2025 To January 16, 2025

Statement of Account Tax Free Savings Account - Self-Directed #341242

RECORD OF CASH TRANSACTIONS (CAD)

Date	Item Description	Debit	Credit	Balance
1/1/2025	Balance From Last Statement			$0.50
1/1/2025	Annual Administration Fee (Fee)	$150.00		-$149.50
1/1/2025	HST on Annual Administration Fee (Fee)	$19.50		-$169.00
1/2/2025	Fees Paid by Visa/Mastercard		$169.50	$0.50
1/15/2025	Contribution by EFT		$7,000.00	$7,000.50
			Total Cash Balance:	**$7,000.50**

RECORD OF CASH TRANSACTIONS (USD)

Date	Item Description	Debit	Credit	Balance
1/1/2025	Balance From Last Statement			$0.00
				$0.00

SECURITIES HELD (CAD)

Units	Item Description	Book Value	Price	Market Value
EXEMPT MARKET SECURITIES				
7,080.61	THE SIMPLE MORTGAGE INVESTMENT CORPORATION CLASS A SHARES	$70,806.10	$10.00	$70,806.10
	Total Securities:	$70,806.10		$70,806.10
			Total Plan Value:	**$77,806.60**

Beneficiary: [redacted]

Successor holder:

4000 - 520 3 Ave SW, Calgary, AB T2P 0R3
Mailing Address: PO Box 2581, STN Central, Calgary, AB T2P 1C8
Email: myaccount@olympiatrust.com
www.olympiatrust.com

Phone: 403.770.0001
Toll-Free: 1.877.565.0001
Fax: 403.776.8679

OLYMPIA TRUST COMPANY

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Annual Fee Charged: $150.00 plus applicable taxes

The following parties have Authorization to obtain information about your accounts:

WAVERLEY CORPORATE FINANCIAL SERVICES (HEAD OFFICE)
TERRY O'LEARY OF THE SIMPLE MORTGAGE INVESTMENT CORP
LUCA STHANKIYA OF WAVERLEY CORPORATE FINANCIAL SERVICES LTD.

If you would like to remove any or all of the Authorization(s), please contact our office at rrspinfo@olympiatrust.com or 1.877.565.0001.

NOTE: Market prices shown are obtained from sources we believe to be reliable, but we do not guarantee their accuracy. Unless you notify Olympia Trust Company within 30 days from receipt of this statement, all entries herein will be deemed accurate. Olympia Trust Company does not assume any liability thereafter.

For exempt market securities, unless we have obtained updated information, pricing is based on the original price at which the exempt market investment was received in your account. This is because many exempt market securities do not trade in the secondary market and are considered illiquid unless otherwise noted in the original purchase documents.

The mortgage balance reported on your plan statement may differ from your records. For a detailed breakdown of the mortgage balance, please refer to the mortgage summary available on the Olympia Trust Company portal.

The Government of Canada regularly makes amendments to the Income Tax Act (Canada). Amendments to the Income Tax Act (Canada) may adversely affect your current and future registered savings plan holdings. As Olympia Trust Company does not provide tax advice, you are encouraged to speak with your legal counsel, financial advisor and/or accountant to keep you updated on amendments to the Income Tax Act (Canada) and the possible effects of such amendments on you and your holdings.

Olympia Trust Company is a non-deposit taking trust company. Any cash held in trust is non-interest bearing. A late payment charge of 2% per month will apply to any overdraft amount not paid by March 1st of each year.

Privacy Notice

At Olympia Trust Company, we take privacy seriously. In providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you and may also receive information about you by virtue of your transactions with affiliates of Olympia Trust Company or other parties. Olympia Trust Company is committed to respecting and protecting the confidentiality of your personal information and the safeguarding of all personal information entrusted to us. We have prepared a Privacy Policy to tell you more about how we protect your personal information. It is available on our website at www.olympiatrust.com.

Olympia Trust Company is a wholly owned subsidiary of Olympia Financial Group Inc. (OLY:TSX)

Fee Schedule Changes Effective April 1, 2025	
Exempt Market Security (EMS)	
Purchase	$100
Contribution In-Kind	$125
Non-Brokered Private Security Purchase	$175

* All fees are subject to applicable taxes.

4000 - 520 3 Ave SW, Calgary, AB T2P 0R3
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Fax: 403.776.8679

Court File No. BK-26-03429084-0032
Estate No.: 32-3429084

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICES OF INTENTION TO MAKE A PROPOSAL OF SIREG 700 PARKHILL INC., SIREG 1-4 BALMORAL INC., SIREG 4 CARTIER INC., SIREG 6 CARTIER INC., SIREG 8 CARTIER INC., SIREG 10 CARTIER INC., SIREG 12 CARTIER INC., SIREG 14 CARTIER INC., SIREG 16 CARTIER INC., SIREG 1390 KENSINGTON INC., SIREG 1400-1410 KENSINGTON INC., 1000001856 ONTARIO INC., and 1000366987 ONTARIO CORPORATION

AFFIDAVIT OF ARIYANA BOTEJUE

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500 Toronto, ON, M5C 3G5

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Proposed Counsel to Certain Investors