

GOLDBERG CAPITAL MIC INC.

OFFERING

Goldberg Capital MIC Inc. is a “mortgage investment corporation” or a “MIC” that invests in high yield mortgage and real estate investment opportunities. It is offering 20,000,000 Preferred Shares at the price of \$1.00 per share to accredited investors. The minimum investment is \$5,000.00 and there is no maximum investment.

What is a MIC?

A MIC is a flow-through vehicle for tax purposes. The MIC is governed by Section 130.1 of the Income Tax Act, Canada (the “Tax Act”). That section of the Tax Act sets out that all dividends paid to MIC shareholders may be treated as expenses for tax purposes by the MIC. Therefore, if a MIC pays ALL of its net profit to its shareholders each year, the MIC itself is not taxed. This is a significant advantage for MIC shareholders, as it increases their yield by avoiding the two levels of tax applicable to most other corporations. The following are some additional attributes of a MIC, which make it a very attractive investment vehicle:

A MIC may flow through capital gains as well as interest to its shareholders.

Generally speaking, the MIC will flow through interest earnings to its shareholders. However, since a MIC may also invest up to 25% of its capital in the ownership of income-producing real estate property, and therefore stands the possibility of earning a capital gain on the disposition of such assets, the MIC may flow through capital gains as well as interest to its shareholders, resulting in a possible further tax advantage to the MIC shareholder.

Investments in a MIC are primarily mortgages charging residential property.

The Tax Act prescribes that a minimum of 50% of the MIC’s capital be invested in mortgages charging residential (as opposed to commercial) real estate property and/or Canadian Depository Insurance Corporation (“CDIC”) instruments. Typical CDIC instruments are bank deposits, GICs, etc. The remaining 50% of the MIC’s capital may be invested in commercial mortgages and 25% may be invested in income-producing real estate property. All of the MIC’s investment holdings must be located in Canada.

The MIC is an eligible investment for RRSP and RRIF plans.

The MIC accepts investment capital in cash and from a full array of Registered Pension Plans, such as the RRSP and RRIF. Others are RPP (Registered Pension Plan) and the DPSP (Deferred Profit Sharing Plan).

The MIC is widely held.

A Mortgage Investment Corporation must have at least 20 shareholders. No shareholder (corporation or individual) may own more than 25% of the MIC’s capital.

The Product Mix

Mortgages: A minimum of seventy-five percent of the assets of the MIC will be held in a diversified bundle of mortgages. This substantially reduces the risk that any one individual would be subject to holding mortgages personally. There is a simple investment philosophy: “Holding one percent of 100 investments is 100% less risky than holding 100% of one investment”. In addition, the professional management of these mortgages will decrease the risk that one individual would face even further. The mortgages do not decrease in value when the stock market goes down, when interest rates go up, or someone in politics gets the hiccups.

Cash-Flow Properties: Up to twenty-five percent of the net assets will be held in income-producing assets. The focus for these investments will be properties with strong cash-flow with the possibility for capital gains.

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Use of Funds

All funds will be invested directly into income-producing assets. All income earned by the MIC after expenses is paid out to the holders of Preferred Shares in proportion to the holdings of each shareholder at the end of each month. Your return will be pro-rated in the month of investment.

Cash distributions to shareholders occur on the 30th of each month. The focus is on long term secure investments. As such a minimum hold period of 2 years will apply, although you may request a return of your investment capital earlier by paying a 5% early redemption fee in the first year and a 3% early redemption fee in the second year. As you will note, the business of the MIC is restricted so that Common Share holders of the Company are not entitled to dividends. As such all income net of expenses must be paid out to the holders of the Preferred Shares.

Why Invest in Mortgages

Large, chartered banks in Canada have often been criticized for charging exorbitant service charges. However, revenues earned by banks through service charges are nominal compared to those earned in the mortgage business. There are many reasons why these investments are so highly sought after. These include:

1. *Low Administration Costs:* Each of us who has had a mortgage knows how long it takes to pay off this debt. The Banks know this as well. Borrowers pay the costs to have a mortgage registered against title to their home while the Bank collects the monthly payment for years without incurring any further costs..
2. *Cash-Flow:* A mortgage generates cash each and every month. Obviously, the amount of the monthly payment will depend on the size of the mortgage, the interest rate and amortization period. But, the risk of a missed payment is reduced by the understanding that for many borrowers, the mortgage payment is typically the first payment made each month.
3. *Protected Capital:* Perhaps the main reason why Banks love mortgages, and why they fight tooth and nail with each other for this business, is the low risk associated with these investments. The MIC's appointed Fund Manager oversees the risk/return tradeoff by holding a portfolio of mortgages. The capital is protected by the value of the real estate against which the mortgage is registered and the value of the mortgage is not vulnerable to swings in the stock market. The owner of the house cannot deal with the property unless and until the mortgage is repaid in full. If the borrower defaults, all costs incurred by the holder of the mortgage to enforce the mortgage, as well as any unpaid interest, are secured as well. If any amount remains outstanding after the property is sold, the debt survives and the MIC can pursue it by garnishing wages and/or seizing other assets. In addition, the MIC can choose to take title to the property by foreclosing. This is often combined with a rent-to-own arrangement being entered into with the borrower i.e. the MIC takes title and rents the property back to the borrower until they are in position to buy-back the property. As market rental rates are usually substantially higher than the monthly interest payment, this can be even more lucrative than holding the mortgage.

For the individual investor these are major hurdles to intelligently investing in mortgages. The easy solution is to invest in shares of the MIC. By so doing, you will gain access to a proven network of professional underwriting and legal experience, and the diversification required to reduce the risk of investing in mortgages. In addition, the MIC will find the investment opportunities and deal with the borrowers after closing

This offering is being forwarded to you because it is our belief that you are an "accredited investor" as this term is used in the securities legislation of Ontario. The definition of accredited investor as used in this legislation is included on the Certificate attached. This Certificate must be signed and returned with the Subscription Form included as well as your certified cheque or bank draft payable to **Goldberg Capital MIC Inc.** As discussed above, the minimum investment is \$5,000.00. There is no maximum investment.

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Our Business

We are in the business of investing in mortgages granted as security for loans for residential real estate located in Canada.

We do not actively seek or originate mortgages for investment, but rely exclusively on the expertise of the Manager for a regular flow of investment opportunities. To the extent that our funds are not invested in mortgages from time to time, they are held in cash deposited with a Canadian chartered bank or are invested by the Manager on our behalf in short term deposits, savings accounts or government guaranteed income certificates so that we maintain a level of working capital for our ongoing operations considered acceptable by the directors of the Corporation.

The Manager is responsible for managing our mortgage investment portfolio. The financial services agreement between us and the Manager governs this relationship and requires the Manager to comply with and observe all laws that apply to us, our investments and our securities. The Manager obtains opinions from counsel as it deems necessary in connection with such compliance.

As a MIC, we are allowed to deduct dividends that we pay from our income. We intend to pay out all of our net income and net realized capital gains as dividends within the time period specified in the Tax Act and, as a result, do not pay any income tax.

Investment Objective and Strategy

Our principal investment objective is to provide holders of Preferred Shares with sustainable income while preserving capital for distribution or re-investment. We work to achieve this principal investment objective by investing in mortgages and paying out cash or stock dividends to our Preferred Shareholders. Our income primarily consists of interest received from the loans secured by the mortgages, less an interest allocation fee paid to the Manager.

Our mortgage portfolio consists primarily of residential loans. We also invest in demand loans and term loans that are secured by income-producing real property and investment properties.

Our mortgage portfolio composition varies over time depending on the Manager's assessment of the appropriate strategy given overall market conditions and outlook. We endeavour to build a mortgage portfolio, which encompasses the following general characteristics:

- a) Property type and geographical diversification;
- b) Short term loans;
- c) Payment schedules primarily comprised of interest only; and
- d) Loans in Canadian dollars on primarily Canadian based real estate.

Investment Practices and Restrictions

Our investment guidelines are consistent with our corporate articles and the provisions of the Tax Act and real estate legislation that applies to us. Our investment activities are conducted in accordance with the following investment practices and restrictions:

- a) our only undertaking is to invest funds in accordance with the objectives, strategies and restrictions of our investment guidelines;
- b) we will invest in commercial and residential first/second mortgages and selected investment properties;
- c) investments will be made by purchasing interests in mortgages offered for sale by the Manager;
- d) following funding, all mortgages will be registered on title to the subject property in our name, the Manager or its affiliates' name, or a nominee bare trustee for us or the Manager;
- e) all mortgage investments will be made in established or developing areas in Canada;
- f) we will attempt to maintain at least 50% of our asset investments in mortgages over residential real estate;
- g) no more than 50% of our assets will be invested in mortgages over commercial and industrial real estate;

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- h) we will invest only in mortgages on properties for which we have reviewed and evaluated an independent appraisal and generally we will receive an evaluation of the property subject to the mortgage in the form of a Phase I Environmental Audit;
- i) we will not invest in a mortgage or loan any funds to be secured by a mortgage unless at the date the mortgage is acquired or funds are initially advanced (as the case may be) the indebtedness secured by such mortgage plus the amount of additional third party indebtedness of the borrower in priority to us, if any, generally does not exceed, on a property by property basis, 85% of the appraised value of the real property securing the mortgage, provided that the appraisal value may be based on stated conditions including without limitation, completion, rehabilitation or lease-up improvements located on the real property, which activities we monitor on an ongoing basis;
- j) if the independent appraisal reports an appraisal value for the real property securing the mortgage other than on an "as is basis", we will advance funds under a loan by way of progress payments upon completion of specified stages of construction or development supported by receipt of reports of professional engineers, architects or quantity surveyors, as applicable, or upon completion of other specified milestones;
- k) we will not invest in a mortgage or loan any funds unless such investment has been approved by the Credit Committee;
- l) we will not make any investment that would result in our failing to qualify as a MIC;
- m) subject to subsection (s) below, we will not invest in securities, guaranteed investment certificates or treasury bills unless such securities, guaranteed investment certificates or treasury bills are issued by an arm's length party and are pledged as collateral in connection with mortgage investments or obtained by realizing on such collateral;
- n) we will not invest for the purposes of exercising control over management of any issuer;
- o) we will not act as an underwriter;
- p) we will not make short sales of securities or maintain a short position in any securities;
- q) we will not guarantee the securities or obligations of any person;
- r) we will not loan money to, borrow money from or invest in securities of the Manager, or the Manager's affiliates or other non-arm's length parties, other than investments in mortgages provided by the Manager under the Financial Services Agreement; and
- s) to the extent that, from time to time, our funds are not invested in mortgages, they will be held in cash deposited with a Canadian chartered bank or are invested by the Manager on our behalf in short term deposits, savings accounts, or government guaranteed income certificates or treasury bills so as to maintain a level of working capital for our ongoing operations considered acceptable by the Directors.

If, due to a change in the provisions of the Tax Act or other legislation applicable to us, any of the foregoing restrictions require amendment in order to comply with such change in legislation, the Corporation's directors (the "Directors") may make such change and such change will be binding on the Corporation. In addition, the foregoing restrictions may be changed at any time (so long as such change complies with applicable legislation) if the change is approved by a special resolution (as such term is defined in the CBCA) of the Corporation's common shareholders and by a special resolution of the Corporation's Preferred shareholders. It is anticipated that the Manager will provide us with assistance from time to time on revision of the foregoing restrictions in order to comply with applicable legislation or any shareholder resolution. In the event of any amendment to the foregoing restrictions, the Manager will be required to comply with and observe such change immediately upon such change becoming effective.

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The Manager

Mortgage Investments

Each mortgage investment opportunity is reviewed by the appointed Funds Manager to ensure it meets or exceeds the Corporation's investment objectives, practices and restrictions. Every mortgage opportunity is evaluated on its own financial and business merits and against market conditions. Assessments of all mortgage opportunities includes, at a minimum, a review of a recent independent appraisal of the property to be secured by the mortgage, generally an evaluation of the property pursuant to a Phase I Environmental Audit and a general assessment of the: 1) project and financial information provided by the borrower; 2) security provided; 3) current market conditions; and 4) overall risk to the Manager, the Corporation and other co-lenders. Once a mortgage opportunity is approved internally by the Manager's management, it must be presented to the Manager's credit committee for approval. The Manager's credit committee is comprised of individuals with significant experience in the real estate and financial lending industries.

If approved by the Manager's credit committee, a mortgage investment opportunity is then summarized on a term sheet for distribution to existing co-lenders, new interested parties and the Corporation for their review and possible investment. Capital funding is fulfilled on a first come, first served basis. All mortgages are registered on title in the name of the Corporation, the Manager, its affiliates or nominee bare trustees acting for the Manager in the Manager's sole discretion.

The Manager and its directors and officers may make direct investments as investors along with the Corporation in mortgages approved by the Manager's credit committee and the Corporation's credit committee

Long-Term Objectives

Our long-term principal investment objective is to provide holders of Preferred Shares with sustainable income while preserving capital for distribution or re-investment. We seek to achieve this principal investment objective by investing in mortgages granted to the Manager or its affiliates. Our income primarily consists of interest received on the loans secured by the mortgages, less an interest allocation fee paid to the Manager. See "Financial Services" and "The Manager".

Description of Securities Offered

Terms

We are offering 20,000,000 preferred shares for sale at a price of \$1.00 per Share.

The rights and restrictions attaching to the Preferred shares are as follows:

Voting Rights

Preferred Shares do not have any voting rights

Dividend Entitlement

Holders of the Preferred Shares are entitled to receive pari passu and rateably according to the length of time since allotment as declared in the discretion of the Directors, all of the profits of the Corporation (as determined in accordance with Canadian generally accepted accounting principles (GAAP) available for the payment of dividends. Any dividends declared on the preferred shares shall be rateably adjusted for the period of time since the date of the last dividend of the Corporation and, on any preferred shares issued or allotted since that date, the period of time since the date of issue or allotment.

Subject to the discretion of the Directors, the Corporation intends to declare dividends monthly to the holders of record of preferred shares. The Corporation further intends to pay such dividends no later than seven business days from the dividend declaration date.

For income tax purposes, the Corporation intends to distribute as dividends substantially all of its net earnings.

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Retraction Rights

The CBCA does not permit the Corporation to make any payment to purchase or otherwise acquire Preferred Shares issued by it if there are reasonable grounds for believing that: (a) the Corporation is, or would after payment be, unable to pay its liabilities as they become due; or (b) the realizable value of the Corporation's assets would after the payment be less than the aggregate of its liabilities and stated capital of all classes.

Subject to the provisions of the CBCA and securities laws, the Corporation may retract all or any part of the Preferred Shares outstanding either by invitation for tenders addressed to all the holders of record of the Preferred Shares outstanding or by private contract at the lowest price at which the Directors feel the preferred shares are obtainable. If upon any invitation for tenders the Corporation receives tenders at the same best price for which the Corporation is willing to pay for an aggregate number of Preferred Shares greater than the number for which the Corporation is prepared to accept tenders, the Preferred Shares so tendered will be purchased as nearly as may be, pro rata, according to the number of Preferred Shares so tendered by each of the holders of Preferred Shares who submitted tenders at the same lowest price.

Redemption Rights

The CBCA does not permit the Corporation to make any payment to purchase or redeem Preferred Shares issued by it if there are reasonable grounds for believing that: (a) the Corporation is, or would after the payment be, unable to pay its liabilities as they become due; or (b) the realizable value of the Corporation's assets would after the payment be less than the aggregate of (i) its liabilities; and (ii) the amount that would be required to pay the holders of shares that have a right to be paid, on a redemption or in a liquidation, rateably with or prior to the holders of the Preferred Shares.

Subject to the provisions of the CBCA and securities laws, a holder of Preferred Shares may, by giving written notice to the Corporation (the "Redemption Notice"), request that the Corporation redeem the whole or any part of the Preferred Shares held by such holder. Upon receipt by the Corporation of the Redemption Notice, the holder of Preferred Shares shall thereafter cease to have any rights with respect to the Preferred Shares tendered for redemption (other than to receive the redemption payment and the right to receive the pro rata share of any distributions thereon which have accrued up to and including the Date of Redemption (as defined below)). Preferred Shares shall be considered to be tendered for redemption on the date that the Corporation has, to the satisfaction of the Directors, received the Redemption Notice.

On the last business day of the calendar month which is two full months following the month in which the Redemption Notice is given (the "Date of Redemption"), the Corporation will be required to redeem the Preferred Shares specified in the Redemption Notice. The redemption price for each Preferred Share will be the book value calculated using the unaudited monthly balance sheet for the month during which the Redemption Notice is given plus the pro rata share of any distributions on such redeemed Preferred Shares which have accrued up to and including the Date of Redemption, which price will be paid within 10 days of the Date of Redemption.

The Corporation will not redeem Preferred Shares for which Redemption Notices are given, if (i) redemption of the Preferred Shares subject to the Redemption Notices would result in the Corporation having redeemed greater than 25% of the Preferred Shares issued and outstanding as at the beginning of the fiscal year during which such Redemption Notices are given; or (ii) redemption of the aggregate number of Preferred Shares subject to any Redemption Notices given in a calendar month would result in a number of Preferred Shares which is greater than 5% of the Preferred Shares issued and outstanding as at the beginning of the current fiscal year being redeemed on the next Date of Redemption. The Directors may, in their sole discretion, waive either or both of the aforementioned limitations for and Date of Redemption, and failing such waiver, Preferred Shares which are subject to Redemption Notices given in any one calendar month will be redeemed on a basis which is pro rata to the number of Preferred Shares subject to such Redemption Notices. In addition a Redemption Fee will apply, if the date of Redemption request is: (a) Less than 1(one) year after the date that the Preferred Shares were issued, the Redemption Fee will be 5%, and (b) Less than 2 years but more than 1 year after the date that the Preferred Shares were issued, the redemption fee will be 3%.

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**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
PREFERRED SHARES OF GOLDBERG CAPITAL MIC Inc.**

Terms of Shares

1. It is acknowledged and agreed that the Shares are to be reserved and issued in accordance with the terms set out in the confidential term sheet of the Corporation dated _____ (the "Offering Memorandum") and the terms and conditions herein set forth.

Representations, Warranties and Covenants of Subscriber

2. The Subscriber represents, warrants and covenants to the Corporation (and acknowledges that the Corporation, and its counsel, are relying thereon that:
 - a) it has been independently advised as to restrictions with respect to trading in the Shares imposed by applicable securities legislation in the jurisdiction in which it resides, confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto, acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein and of the fact that it may not be able to resell the Shares except in accordance with limited exemptions under applicable securities legislation and regulatory policies.
 - b)
 - c) The Corporation assumes no responsibility or liability of any nature whatsoever for the adequacy or completeness or accuracy of any publicly available information for which it did not produce.
 - d) It is aware that there is no market for the Shares.. The investor acknowledges and confirms that no representation has been made with respect to the future value or price of the Shares, and it is aware that the Shares will not be listed on any exchange, and no application has been made to date.
 - e) the Subscriber is a resident in Ontario (and not a non-resident of Canada within the meaning of the *Income Tax Act* Canada)), it is purchasing the Shares pursuant to statutory exemptions under the *Securities Act* (Ontario) ("Ontario Act") and Ontario Securities Commission Rules, and:
 - I. is purchasing the Shares as principal for its own account, or a "managed account", and not for the benefit of any other "person" as such term is defined in the Ontario Act, or company; or
 - II. is purchasing the Shares as agent for disclosed principal (s), each beneficial purchaser of the Shares for whom it is acting as agent is purchasing as principal for its own account and not for the benefit of any other person or company, and each such beneficial purchaser is resident in Ontario (and no a non-resident of Canada within the meaning of the *Income Tax Act* (Canada)), and the Subscriber is an agent with due and proper authority to execute all documentation in connection with the purchase on behalf of each beneficial purchaser;
 - III. and acknowledges that the Corporation is relying on this information in determining to sell shares to the undersigned in a manner exempt from the prospectus and registration requirements of the Ontario Act.
 - f) it will not resell the Shares except in accordance with the provisions of applicable securities legislation and only with the approval of the board of directors or the shareholders of the Corporation as provided for in the Articles of Incorporation of the Corporation.
 - g) it acknowledges that:
 - I. the sale and delivery of Shares to the Subscriber (or others for whom the Subscriber is contracting herein) is conditional upon such sale being exempt from the requirements under applicable securities legislation in the Subscriber's place of residence (or other applicable securities regulatory provisions) requiring the filing of a prospectus in connection with the distribution of the Shares or upon the issuance of such rulings, orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus;
 - II. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares;

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- III. there is no government or other insurance covering the Shares;
- IV. there are risks associated with the purchase of the Shares;
- V. there are restrictions in the Subscriber's ability to resell the Shares, and it is the Subscriber's responsibility to find out what those restrictions are and to comply with them before selling the Shares;
- VI. the Shares are being sold by the Corporation pursuant to the Offering Memorandum only by way of private placement and only under the statutory exemptions from the registration and prospectus requirements contained in Section 2.1 of Ontario Securities Commission Rule 45-501 or other securities laws applicable in the province, state or country in which the Subscriber resides or to which the Subscriber is otherwise subject, and the Corporation is not and will not be issuing a prospectus, offering memorandum or other document – other than the Term Sheet – in respect of the offering of Shares, and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber, it may not receive information that would otherwise be required to be provided to it under applicable securities legislation and the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation;
- VII. the Corporation has provided the Subscriber with an investor information statement substantially similar to Form 45-503 attached hereto as Appendix A at least four days prior to the issue and sale of the Shares to the Subscriber herein;
- VIII. it is aware that this Subscription Agreement may be accepted in whole or in part and the right is reserved to the Corporation to allot to any Subscriber less than the amount of Shares subscribed for. Confirmation of acceptance or rejection of this Subscription Agreement will be forwarded to the Subscriber promptly after the acceptance or rejection of the Subscription Agreement by the Corporation. If this Subscription Agreement is rejected in whole, the cheques delivered by the Subscriber to the Corporation representing the purchase price for the Shares subscribed for herein will be promptly returned to the Subscriber, without interest. If this Subscription Agreement is accepted only in part, a cheque representing the portion of the purchase price for that portion of the subscription for the Shares that is not accepted will promptly be delivered to the Subscriber; without interest
- IX. if the Subscriber is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;
- X. if the Subscriber is an individual, that individual is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto;
- XI. this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation to the undersigned;
- XII. it has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and it, or, where it is not purchasing as principal, each beneficial purchaser is able to bear the economic risk of loss of its investment.
- XIII. if required by applicable securities legislation, policy or order or securities commission, stock exchange or other regulatory authority, the undersigned will execute, deliver, file and otherwise assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the Shares;
- XIV. the entering into of this Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to it, or any of its constating documents, if applicable, or of any agreement to which the Subscriber is a party or by which it is bound;
- XV. it is not resident in the United States of America and is not a "U.S. Person" (as that term is defined by Regulation S under the United States of America Securities Act, which definition includes, but is not limited to, an individual resident in the United States of America, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States of America) and is not purchasing the Shares for the account or benefit of a person in the United States of America, or for a U.S. Person, and has not been offered the Shares in the United States of America or executed or delivered this Subscription Agreement in the United States of America and it will no resell the Shares in the United States of America, and;

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- XVI. the representations and warranties of the Subscriber stated or referred to herein shall be true and correct as of Closing Time on the Closing Date as if repeated at such time.

Resale Restrictions

The Subscriber understands and acknowledges that the Shares will be subject to resale restrictions under the Ontario Act and the laws of the jurisdiction in which it resides and may not be resold except in reliance upon certain regulatory exemptions from the registration and prospectus requirements of applicable securities laws, and only with the approval of the board of directors or shareholders of the corporation as provided for in the Articles of Incorporation of the Corporation. The Subscriber acknowledges that it has been advised to consult its own independent legal advisor with respect to applicable resale restrictions and the Subscriber is solely responsible for complying with such restrictions and the Corporation is not in any manner responsible for ensuring compliance by the Subscriber with the applicable resale restrictions under the Ontario Act and the laws of the jurisdiction in which it resides.

Closing

3. The Subscriber agrees to deliver to the Corporation, no later than 4:00 p.m. (Toronto time) on _____(or three (3) days before any Closing Date (as defined in section 4 hereof) of which the Subscriber receives notice): (a) this duly completed and executed Subscription Agreement; (b) such other documents as may be requested as contemplated; and (c) a certified cheque or bank draft payable to the Corporation for the aggregate subscription price or payment of the same amount in such other manner as is acceptable to the Corporation
4. The sale of the Shares will be completed at the offices of the Corporation at 10:00 a.m. or such other time and place as the Corporation may determine (the "Closing Time") on _____or such other date or dates as the Corporation may determine (the "Closing Date"). If by the Closing Date, the terms and conditions contained in this Subscription Agreement have been complied with to the satisfaction of the Corporation or waived by the Corporation, the Corporation shall deliver the shares against delivery by the Subscriber of this completed Subscription Agreement, the aggregate subscription price and such other documentation as may be requested as contemplated hereby.
5. The Subscriber hereby irrevocably authorizes the Corporation, in its sole discretion: (a) to act as its representative at the Closing and to execute in its name and on its behalf all closing receipts and documents required; (b) to approve any opinions, certificates or other documents addressed to the Subscriber; (c) to complete or correct any errors or omissions in any form or document, including this agreement, provided by the undersigned; and (d) to receive on the undersigned's behalf any certificates representing the Shares purchased hereunder.
6. The Corporation shall be entitled to rely on delivery of a facsimile copy of executed Subscription Agreements, and acceptance by the Corporation of such agreements shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. Notwithstanding the foregoing, the Subscriber shall deliver originally executed copies of the documents listed in section 3 hereof to the Corporation within two business days of the Closing Date.

Representations, Warranties and Covenants of the Corporation

7. The Corporation hereby represents, warrants and covenants to the Subscriber (and acknowledges that the Subscriber is relying thereon that:
 - A. the Shares are distributed pursuant to statutory exemptions under the Ontario Act and Ontario Securities Commission Rules, and:
 - I. the Corporation is not a mutual fund or non-redeemable investment fund;
 - II. the shares of the Corporation are subject to restrictions on transfer contained in the consenting documents of the Corporation or one or more agreements among the Corporation and holders of its shares;

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- III. the Corporation has provided an investor information statement substantially similar to Form 45-503 attached hereto as Appendix A to each the Subscriber at least four days prior to the issue and sale of the Shares to the Subscriber herein;
- IV. it is duly organized and validly subsisting corporation under the laws of the province of Ontario and the corporation has the full right, power and authority to execute and deliver this Subscription Agreement, to issue the Shares to the Subscriber and will issue, as fully paid and non-assessable, that number of Shares to the Subscriber as are subscribed for all in accordance with the terms of this Subscription Agreement, the Term Sheet and the Share certificate;
- V. this Subscription Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms;
- VI. the execution and delivery of, and the performance of the terms of, this Subscription Agreement by the Corporation including the issue of the Shares does not and will not constitute a breach of or default under the consenting documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound;
- VII. and at the Closing Date, every consent, approval, authorization or order that is required for the transactions herein contemplated to occur at Closing will have been obtained and will be in effect.

General

- 8. The representations, warranties and covenants of the Subscriber herein are made with the intention that they be relied upon in determining the suitability of a purchaser of Shares and will be true and correct at the Closing Time on the Closing Date and the Subscriber agrees to indemnify the Corporation and its officers, directors, shareholders, agents and advisors against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused by or arising from reliance thereon. The Subscriber undertakes to immediately notify the Corporation at GOLDBERG CAPITAL MIC Inc. 102-57 Village Centre Place Mississauga, Ontario L4Z 1V9 Attention: Sam Bukhari, of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time on the Closing Date.
- 9. The contract arising out of this Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Subscriber and the Corporation irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. Time shall of the essence hereof.
- 10. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.
- 11. All costs and expenses incurred by the Subscriber (including any fees and disbursements of any special counsel obtained by the Subscriber) relating to the sale of the Shares to the Subscriber shall be borne by the Subscriber.
- 12. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

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SUBSCRIPTION AGREEMENT FOR PREFERRED SHARES

TO: Goldberg Capital MIC Inc.
102-57 Village Centre Place Mississauga, Ontario L4Z 1V9 Attention: Sam Bukhari

The undersigned (hereinafter referred to as the "Subscriber" and each beneficial purchaser for whom it is acting hereby irrevocably subscribes for and agrees to purchase the number of preferred shares (the "Shares") of the Corporation set forth below for the aggregate subscription price and price per Share also set forth below, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Shares of Goldberg Capital MIC Inc.," attached hereto. If the Subscriber intends to irrevocably subscribe for preferred shares with a Registered Retirement Savings Plan on behalf of the Trustee named below, the Subscriber hereby irrevocably authorizes and directs that the Preferred shares be issued and registered in the name of the Trustee.

BY: (NAME OF SUBSCRIBER - PLEASE PRINT)	
(SUBSCRIBER'S ADDRESS)	
(CITY, PROVINCE, POSTAL CODE)	
(TELEPHONE)	(FAX/EMAIL)
(SOCIAL INSURANCE NUMBER)	(BENEFICIARY)

CASH CONTRIBUTION
NUMBER OF SHARES: _____ PRICE PER SHARE: ONE CANADIAN DOLLAR (\$1.00)
RRSP CONTRIBUTION
NUMBER OF SHARES: _____ PRICE PER SHARE: ONE CANADIAN DOLLAR (\$1.00)
TOTAL INVESTMENT
AGGREGATE CONSIDERATION: _____

RRSP CLIENTS ONLY:
TRUSTEE: THE SUBSCRIBER IS SIGNING ON BEHALF OF _____ ("TRUSTEE") AS TRUSTEE OF THE REGISTERED RETIREMENT SAVINGS PLAN OF THE UNDERSIGNED.
(TRUSTEE'S ADDRESS)
(CITY, PROVINCE, POSTAL CODE)
(TELEPHONE AND FAX)
(BENEFICIARY)

REGISTER THE SHARES AS SET FORTH BELOW:
(NAME)
(ACCOUNT REFERENCE, IF APPLICABLE)
(ADDRESS)

ACCEPTANCE: The Corporation hereby accepts the above subscription and the Corporation represents and warrants to the Subscriber that the representations and warranties of the Corporation set forth in the "Terms and Conditions of Subscription for Shares of Goldberg Capital Mortgage MIC Inc." attached hereto are true and correct in all material respects as of this date and that the Subscriber is entitled to rely thereon.

SUBSCRIBER _____, 2008 AUTHORIZED SIGNATURE	GOLDBERG CAPITAL MIC INC PER: _____, 2009 AUTHORIZED SIGNING OFFICER
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THE SUBSCRIBER MUST PROVIDE THE INFORMATION REQUESTED ON THIS PAGE AND EXECUTE THIS AGREEMENT BY SIGNING AND RETURN ONE FULLY EXECUTED COPY OF THIS DOCUMENT WITH THE SUBSCRIPTION FUNDS PAYABLE TO: GOLDBERG CAPITALMIC INC., 102-57 Village Centre Place Mississauga, Ontario, L4Z 1V9, ATTENTION: Sam Bukhari. THE SECURITIES TO WHICH THIS AGREEMENT RELATES WILL BE SUBJECT TO STATUTORY RESTRICTIONS ON RESALE AND MAY NOT BE RESOLD EXCEPT IN RELIANCE UPON CERTAIN REGULATORY EXEMPTIONS FROM THE REGISTRATION AND PROSPECTUS REQUIREMENTS OF APPLICABLE SECURITIES LAWS, AS WELL AS APPROVAL OF THE BOARD OF DIRECTORS OR A MAJORITY OF THE SHAREHOLDERS OF THE CORPORATION. PURCHASERS ARE ADVISED TO CONSULT THEIR OWN LEGAL ADVISORS IN THIS REGARD.

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CERTIFICATE

I hereby certify that I am an accredited investor by virtue of the fact of qualifying under the definition, which I have indicated, below (Note: an investor only needs to satisfy one of the four criteria below to qualify as an 'accredited investor'):

- () I beneficially own, either alone or with a spouse, cash, securities, insurance contracts, and deposits (including RRSP's) which have an aggregate realizable value which exceeds \$1,000,000 CDN (before taxes but net of related liabilities).
- () I have had a net income before taxes in excess of \$200,000 in each of the last 2 years and have a reasonable expectation of exceeding that income level in the current year.
- () My spouse and I have had a combined net income before taxes in excess of \$300,000 in each of the last 2 years and have a reasonable expectation of exceeding that income level in the current year.
- () I am the authorized representative of a corporation, partnership, trust, or estate (other than a mutual fund or non-redeemable investment fund) that has net assets of at least \$5,000,000 CDN.

OR

- () I am not an "accredited investor" but I wish to participate in this investment opportunity under the "private issuer" exemption provided by Ontario securities law.

Dated at: _____ this _____ day of _____, 2009.

Name: _____

Address: _____

Phone No: _____

Subscriber's Signature: _____

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APPENDIX “A”

GOLDBERG CAPITAL MIC Inc.

INVESTMENT INFORMATION STATEMENT

(Information Statement required under Section 2.1 of Ontario Securities Commission Rule 45-501)

Introduction

Ontario securities laws have been relaxed to make it easier for small businesses to raise start-up capital from the public. Some potential investors may view this change in securities laws as an opportunity to ‘get in on the ground floor’ of emerging businesses and to “hit it big” as these small businesses grow into large ones.

Statistically, most small businesses fail within a few years. Small business investments are among the most risky that investors can make. This information statement suggests matters for you to consider in deciding whether to make a small business investment.

Risks and Investment Strategy

A basic principle of investing in a small business is: **NEVER MAKE A SMALL BUSINESS INVESTMENT THAT YOU CANNOT AFFORD TO LOSE IN ITS ENTIRETY.** Never use funds that might be needed for other purposes, such as a post-secondary education, retirement, loan repayment or medical expenses, and never borrow money to make such an investment. Instead use funds that you already have set aside and that otherwise would be used for a consumer purchase, such as a vacation.

Never believe that the investment is not risky. Among other risk factors, small business investments generally are highly illiquid. In particular, until the company goes public there are no significant restrictions on the resale of its securities. Even after a small business goes public there may be very little liquidity in its shares. This lack of liquidity means that, if the company takes a turn for the worse or if you suddenly need the funds that you have invested in the company, you may not be able to sell your securities.

Also, it is important to realize that, just because the proposed offering of securities is permitted under Ontario securities laws does not mean that the particular investment will be successful. Neither the Ontario Securities Commission nor any other government agency evaluates or endorses the merits of investments.

Analyzing the Investment

Although there is no magic formula for making successful investment decisions, certain factors are often considered particularly important by professional venture investors. Some questions to consider are as follows:

1. How long has the company been in business?
2. Is management putting itself in a position where it will be accountable to investors? For example, is management taking salaries or other benefits that are too large in light of the company’s stage of development? Will outside investors have any voting power to elect representatives to the board of directors?
3. How much experience does management have in the industry and in operating a small business? How successful were the managers in previous businesses?
4. Do you know enough about the industry to be able to evaluate the company and make a wise investment?
5. Does the company have a realistic business plan? Does it have the resources to successfully market its product or service?
6. How reliable is the financial information, if any, that has been provided to you? Is the information audited?
7. Is the company subject to any lawsuits?
8. What are the restrictions on the resale of the securities?

There are many other questions to be answered, but you should be able to answer these before you consider investing. If you have not been provided with the information you need to answer these and any other questions you may have about the proposed investment, make sure that you obtain the information you need from people authorized to speak on the company’s behalf (e.g.,

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management or the directors) before you advance any funds or sign any commitment to advance funds to the company. It is generally a good idea to meet with management of the company face-to-face.

Making Money on Your Investment

There are two classic methods for making money on an investment in a small business: (1) through resale of the securities in the public securities markets following a public offering; and (2) by receiving cash or marketable securities in a merger or other acquisition of the company.

If the company is the type that is not likely to go public or be acquired within a reasonable time (i.e. a family-owned or closely-held corporation). It may not be a good investment for you irrespective of its prospects for success because of the lack of opportunity to cash in on the investment. Management of a successful private company may receive a return indefinitely through salaries and bonuses but it is unlikely that there will be profits sufficient to pay dividends commensurate with the risk of the investment.

Conclusion

When successful, small businesses enhance the economy and provide jobs for its citizens. They also provide investment opportunities. However, an opportunity to invest must be considered in light of the inherently risky nature of small business investments.

In considering a small business investment, you should proceed with caution and make an informed investment decision based on you circumstances and expectations. Above all, never invest more than you can afford to lose.

ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the herein Investment Information Statement of Goldberg Capital MIC Inc.

On this _____ day of _____, 2009

(Name of Subscriber - please type or print)

(Address of Subscriber)

(City, Province, Postal Code)

X

(Subscriber's Signature)

(Telephone number)

(Fax number)

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Financial Services Agreement

We have entered into a Financial Services Agreement with Centum Landmark Financial Inc. with respect to these mortgage investments.

The Manager oversees our day-to-day operations and provides us with administrative services. The Manager pays all of its costs, expenses and overhead relating to the provision of services. The Manager provides the Corporation with an office within the Manager's office premises free of rent, utilities and basic telephone charges. The costs of this Offering Memorandum will be paid by the Manager. All of our other costs with respect to our business are for our own account including, without limitation, legal, audit, shareholder meeting and communication costs.

We are responsible for paying the costs, including legal fees and disbursements, of collecting or attempting to collect any amounts owing or in arrears on any of our mortgage investments, or any portion thereof pro rata, including foreclosure or other court proceedings. We are also responsible for the payment of director fees for attending formal meetings of the Directors, conference calls and meetings of the committees of the Corporation.

The Financial Services Agreement requires us to allocate and pay a portion of the interest earned by us on our mortgage investments to the Manager for the services provided by the Manager in an amount equal to the net proceeds after allocating 10% dividends and all incurred expenses per annum, calculated and paid monthly, on the stated principal amount of our mortgage investments. This amount is paid to the Manager by way of deduction from monies paid to us pursuant to the mortgage investments.

Under the terms of the Financial Services Agreement, the Manager, its principals or affiliates may purchase with their own funds and own as co-lenders, percentage interests in mortgage loans. The Manager may also syndicate percentage interests in mortgage loans to other co-lenders. The Manager has the right to take such actions as may be necessary or desirable in its discretion to administer the mortgage loans. In the administration or collection or enforcement of any mortgage loan, the Manager may, but shall not be obligated to, retain solicitors, counsel and other experts and receivers and advance such funds as it considers reasonable or necessary in order to preserve, protect, defend or improve its interests in any mortgage loan or any real property. The Manager shall endeavor to collect the amount of all costs incurred or advances made from the borrower but, in all events, we and any other co-lenders shall indemnify the Manager for and shall pay to the Manager such co-lender's percentage interest of such costs within 30 business days of demand by the Manager plus interest at the interest rate payable by the borrower respecting such loan, to the date of payment both before and after judgment. The Manager will have a lien over the Corporation's percentage interest for any such unpaid costs.

The Financial Services Agreement also provides that the Manager may, from time to time, charge brokers' fees, lenders' fees, commitment fees, extension fees, renewal fees, NSF fees, administration fees and similar fees to borrowers with respect to any mortgage loan, all of which fees are and remain the sole property of the Manager.

The initial Financial Services Agreement has a 3 year term, but may be terminated by us in the event that:

- a) a bankruptcy, receivership or liquidation order is issued against the Manager;
- b) the Manager makes an assignment for the benefit of creditors or commits any act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (Canada);
- c) the Manager assigns the Financial Services Agreement or its rights or obligation hereunder to any person who is not an affiliate of the Manager without the prior written consent of the Directors;
- d) the Manager commits a breach or default under the Financial Services Agreement not related to the payment of any money to be paid by the Manager to us and the same is not cured within 90 days of the Manager receiving notice thereof; or
- e) The Manager commits a breach or default under the Financial Services Agreement related to the payment of any money to be paid by the Manager to us and the same is not cured within 15 days of the Manager receiving notice thereof.

The Manager may terminate the Financial Services Agreement in the event that:

- a) a bankruptcy, receivership or liquidation order is issued against us;

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- b) we make an assignment for the benefit of our creditors to commit any act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (Canada); or
- c) The Manager gives us one year's prior written notice of intention to terminate the Financial Services Agreement.

The Financial Services Agreement may also be terminated by mutual consent in writing.

The Manager must render its services under the Financial Services Agreement honestly and in good faith and must use reasonable commercial efforts to perform its duties and responsibilities under the Financial Services Agreement in a conscientious, reasonable and competent manner. We have agreed that we shall not hold the Manager liable for any loss, damages or costs arising out of a failure to collect any amount owing on any particular mortgage after it has been acquired by the Manager for purchase by us. We have also agreed under the Financial Services Agreement to indemnify and hold harmless the Manager as well as its officers, directors, employees, shareholders, and agents from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, costs and expenses, including, without limitation, reasonable legal fees and expenses arising from or in connection with any actions or omissions which the Manager takes as Manager under the Financial Services Agreement, provided that such action or omission is taken or not taken in good faith and without gross negligence or is taken pursuant to and is in compliance with the Financial Services Agreement. The Manager and its shareholders, directors, officers, agents and employees will have no liability in respect of any act of omission regarding, respecting or relating to the services, duties, and powers performed or to be delivered or performed by those pursuant to the Financial Services Agreement except to the extent such act or omission constitutes gross negligence or willful misconduct.

This indemnity survives the removal or resignation of the Manager in connection with any and all of its duties and obligations under the Financial Services Agreement.