

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the ___ day of _____, 20___, among Stream Asset Financial II LP (the "**Limited Partnership**"), Stream Asset Financial II Management LP (the "**Manager**"), (the "**Assignor**") and (the "**Assignee**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the Private Placement Subscription Agreement entered into by the Assignor and the Manager of the Limited Partnership (the "**Subscription Agreement**").

This agreement is, and is intended to be, a legally binding and enforceable agreement of the parties hereto.

1. Purpose of the Agreement

Pursuant to its terms, the Subscription Agreement is not transferable by the parties thereto. The Limited Partnership's Partnership Agreement governs the transferability of Units by a limited partner and therefore the Assignor hereby wishes to:

- (a) obtain the consent of the Limited Partnership to transfer its Units to the Assignee (the "**Unit Transfer**");
- (b) assign to the Assignee its obligation to contribute any uncalled remaining portion of its Partial Contribution committed to under the Subscription Agreement (the "**Partial Contribution Commitment**"); and
- (c) assign to the Assignee all of the other obligations of the Assignor under the terms and conditions of the Subscription Agreement (the "**Other Subscription Obligations**").

2. Consent to the Unit Transfer

Stream Asset Financial II GP LP (the "**General Partner**"), in its capacity as the general partner of the Limited Partnership, hereby consents to the Unit Transfer. The General Partner shall, upon receiving verification to its satisfaction that the Unit Transfer has been completed, update the Limited Partnership's register and make the required filings on the corporate registry to evidence the Assignee's ownership of the Units.

3. Assignment and Assumption

- (a) The Assignee hereby assumes, and the Assignor hereby assigns to the Assignee, the Partial Contribution Commitment and the Other Subscription Obligations. The Assignee agrees that it shall perform all such obligations in compliance with the terms and conditions of the Subscription Agreement and the Partnership Agreement.
- (b) The Manager and the Limited Partnership hereby consent to the assignment of the Partial Contribution Commitment and the Other Subscription Obligations.
- (c) The Assignee acknowledges that the General Partner has provided it with:

- (i) a copy of the form of the Subscription Agreement originally entered into by the Assignor; and
- (ii) a copy of the Partnership Agreement.

4. Accredited Investor

Concurrently with the delivery of this Agreement, the Assignee will complete, execute and deliver the Accredited Investor Representation Letter and the appendices attached thereto, all of which are attached to this Agreement at Exhibit I.

5. Agreement to be Bound

By entering into this Agreement, the Assignee hereby agrees to be bound by the terms of the Partnership Agreement as a Limited Partner of the Limited Partnership.

6. Release of the Assignor

The Manager and the Limited Partnership hereby irrevocably release, remise and forever discharge the Assignor (and its heirs, successors, legal representatives and assigns, or each of its respective subsidiaries, successors and assigns and their respective directors, officers, employees, agents and representatives, as applicable) from any and all actions, manners and causes of actions, suits, claims, demands, obligations and liabilities of any and every kind and nature whatsoever which the Manager or the Limited Partnership now has or ever in the future has arising out of, in connection with or relating to the Subscription Agreement or the Partnership Agreement.

7. Further Assurances

At any time or from time to time after the date hereof, the parties agree to co-operate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as a party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of this agreement.

8. Amendments and Waivers

No amendment or waiver of any provision of this agreement will be effective unless it is in writing signed by the parties hereto. No failure to delay, on the part of any party, in exercising any rights or power hereunder shall operate as a waiver thereof.

9. Assignment

This agreement may only be assigned with the written consent of the Manager and the Limited Partnership.

10. Severability

If any provision of this agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable

the provision concerned any other jurisdiction nor invalidate, affect or impair any of the remaining provision of this agreement.

11. Governing Law

This agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles.

12. Counterparts

This agreement may be executed in any number of counterparts (including counterparts by facsimile or other electronic transmission) and all such counterparts taken together will be deemed to constitute one and the same instrument.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed and delivered this agreement effective as of the date first written above.

STREAM ASSET FINANCIAL II LP, by its general partner, STREAM ASSET FINANCIAL II GP LP, by its general partner, STREAM ASSET FINANCIAL II CORP.

STREAM ASSET FINANCIAL II MANAGEMENT LP, by its general partner, STREAM ASSET FINANCIAL II CORP.

By: _____
Name: Ryan Dunfield
Title: President

By: _____
Name: Ryan Dunfield
Title: President

ASSIGNOR:

[If the Assignor is an individual]

Witness

Name:

OR

[If the Assignor is not an individual]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[If the Assignee is an individual]

Witness

Name:

OR

[If the Assignee is not an individual]

By: _____
Name: _____
Title: _____

EXHIBIT I

ACCREDITED INVESTOR CERTIFICATE (ALL JURISDICTIONS)

REPRESENTATION LETTER (FOR ACCREDITED INVESTORS)

TO: STREAM ASSET FINANCIAL II LP (THE "PARTNERSHIP")

(Capitalized terms not specifically defined in this Exhibit have the meaning ascribed to them in the Assignment and Assumption Agreement to which this Exhibit is attached.)

In connection with the purchase by the undersigned (the Assignee, who shall be referred to throughout this Representation Letter and the appendices to Exhibit I as the "**Subscriber**") of the Units and the execution by the Subscriber of the Assignment and Assumption Agreement which this Representation Letter forms a part of, the Subscriber hereby represents, warrants and certifies to the Partnership (on its own behalf and, if the Subscriber is purchasing as agent for any disclosed person on whose behalf the Subscriber is contracting under this Assignment and Assumption Agreement (a "**Disclosed Beneficial Purchaser**"), on behalf of the Disclosed Beneficial Purchaser) (and acknowledges that the Partnership and its counsel is entitled to rely thereon) that:

- (i) the Subscriber is resident in Canada and if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser is resident in Canada;
- (ii) the Subscriber is (a) purchasing the Units as principal for its own account, (b) deemed to be purchasing the Units as principal in accordance with section 2.3(2) or (4) of NI 45-106, or (c) acting as agent for a Disclosed Beneficial Purchaser who is purchasing the Units as principal for its own account;
- (iii) the Subscriber (or if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) is an "accredited investor" within the meaning of NI 45-106 or Section 73.3 of the *Securities Act* (Ontario) by virtue of satisfying the indicated criterion as set out in Appendix A to this Representation Letter;
- (iv) the Subscriber (or if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) fully understands the meaning of the terms and conditions of the category of "accredited investor" applicable to it and confirms that it has reviewed and understands the definitions in Appendix A of this Representation Letter in respect of the category of "accredited investor" applicable to it and, in particular, if the Subscriber (or if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) is an "accredited investor" by virtue of satisfying paragraph (j), (j.1), (k) or (l) of Appendix A of this Representation Letter, it has reviewed and understands the definitions of "financial assets", "related liabilities" and "financial assets", as applicable, contained in Appendix A hereto;
- (v) the Subscriber (or if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) was not created, and is not used, solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in NI 45-106 or Section 73.3 of the *Securities Act* (Ontario) (paragraph (m) of Appendix A hereto);

- (vi) if the Subscriber (or if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) is an "accredited investor" by virtue of satisfying paragraph (j), (k) or (l) on Appendix A to this Representation Letter, it acknowledges that it needs to complete Appendix B to this Representation Letter (Form 45-106F9 - *Form for Individual Accredited Investors*); and
- (vii) upon execution of this Representation Letter by the Subscriber, this Representation Letter, including Appendix A hereto and, if applicable, Appendix B hereto, shall be incorporated into and form a part of the Assignment and Assumption Agreement and the Partnership shall be entitled to rely thereon.

Dated: _____, 2018.

Witness (if individual)

Print name of Subscriber

By: _____
Signature

Print name of Signatory (if different from
the Subscriber)

Title

**IMPORTANT: PLEASE INITIAL BESIDE THE APPLICABLE PROVISION IN APPENDIX A ON
THE FOLLOWING PAGES AND, IF APPLICABLE, COMPLETE APPENDIX B**

APPENDIX A TO EXHIBIT I

NOTE: PLEASE INITIAL BESIDE THE APPLICABLE CATEGORY OR CATEGORIES OF "ACCREDITED INVESTOR" TO WHICH YOU BELONG.

In connection with the purchase of Units by the Subscriber, the Subscriber certifies (on its own behalf and, if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, on behalf of the Disclosed Beneficial Purchaser) for the benefit of the Partnership that the Subscriber (or if the Subscriber is purchasing as agent for a Disclosed Beneficial Purchaser, the Disclosed Beneficial Purchaser) is an "accredited investor" within the meaning of National Instrument 45-106 – *Prospectus Exemptions* or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

- _____ (a) (i) except in Ontario, a Canadian financial institution, or a Schedule III bank;
- (ii) in Ontario, a financial institution described in section 73.1(1) of the *Securities Act* (Ontario) as described below;
- _____ (b) (i) except in Ontario, the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- (ii) in Ontario, the Business Development Bank of Canada;
- _____ (c) (i) except in Ontario, a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- (ii) in Ontario, a subsidiary of any person or company (as defined in the *Securities Act* (Ontario)) referred to in paragraphs (a) or (b), if the person or company (as defined in the *Securities Act* (Ontario)) owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
- _____ (d) (i) except in Ontario, a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;
- (ii) in Ontario, a person or company (as defined in the *Securities Act* (Ontario)) registered under the securities legislation of a province or territory in Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
- _____ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
- _____ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

- _____ (f) (i) except in Ontario, the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
- (ii) in Ontario, the Government of Canada, the government of a province or territory of Canada, or any Crown corporation, agency or wholly owned entity of the Government of Canada or the government of a province or territory of Canada;
- _____ (g) (i) except in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- (ii) in Ontario, a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
- _____ (h) (i) except in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- (ii) in Ontario, any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- _____ (i) (i) except in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;
- (ii) in Ontario, a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a province or territory of Canada;
- _____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1,000,000;

- Please mark to indicate that you have returned an executed copy of Form 45-106F9 (See Appendix B to Exhibit I)

Please provide the following information to the best of your knowledge based on the most recent information available to you (see definitions of financial assets and related liabilities below):

- Aggregate realizable value of C\$ - _____
financial assets before taxes
- Related liabilities C\$ - _____

_____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;

Please provide the following information to the best of your knowledge based on the most recent information available to you (see definitions of financial assets and related liabilities below):

- Aggregate realizable value of C\$ - _____
financial assets before taxes
- Related liabilities C\$ - _____

_____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

- Please mark to indicate that you have returned an executed copy of Form 45-106F9 (See Appendix B to Exhibit I)

Please provide the following information (based on your two most recent notices of assessment from the Canada Revenue Agency or equivalent):

- | | | | |
|---|---|-------------------------|---|
| - | Net income before taxes | Last year | Range - C\$200,000-300,000
Range - C\$300,000-400,000
Range - Greater than C\$400,000 |
| | | Year prior to last year | Range - C\$200,000-300,000
Range - C\$300,000-400,000
Range - Greater than C\$400,000 |
| - | <u>If applicable</u> , net income before taxes of your spouse | Last year | Range - C\$300,000-400,000
Range - C\$400,000-500,000
Range - Greater than C\$500,000 + |
| | | Year prior to last year | Range - C\$300,000-400,000
Range - C\$400,000-500,000
Range - Greater than C\$500,000 + |

_____ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;

- Please mark to indicate that you have returned an executed copy of Form 45-106F9 (See Appendix B to Exhibit I)

Please provide the following information by subtracting your total liabilities from your total assets, including real estate (for example, the value your personal residence minus the related liabilities, such as a mortgage) and note that the value attributed to assets should reasonably reflect their estimated fair value and income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution:

Total Assets C\$ - _____

Minus - Total Liabilities (including C\$ - _____
outstanding taxes)

Equals = Net Assets C\$ - _____

_____ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (m);

_____ (n) an investment fund that distributes or has distributed its securities only to

- (i) a person that is or was an accredited investor at the time of the distribution,
- (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106 or 2.19 [Additional investment in investment funds] of NI 45-106, or
- (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;

_____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

_____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

_____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- _____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

If you initialled (t), then indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the owners of interests (attach additional pages if more than three):

Name	Category of Accredited Investor

- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- _____ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

If you initialled (w), then indicate the name and category of accredited investor (by reference to the applicable letter above) of each of the following (attach additional pages if more than three trustees):

	Name	Category of Accredited Investor
Individual who established trust:		
Trustee		
Trustee		
Trustee		

For the purposes hereof:

- (a) "**affiliate**" means an issuer connected with another issuer because
 - (i) one of them is the subsidiary of the other;
 - (ii) each of them is controlled by the same person; or
 - (iii) for the purposes of Saskatchewan securities law, both are subsidiaries of the same issuer;
- (b) "**bank**" means a bank named in Schedule I or II of the *Bank Act* (Canada);
- (c) "**Canadian financial institution**" means
 - (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (d) "**consultant**" means, for an issuer, a person, other than an employee, executive officer, or director of the issuer or of a related entity of the issuer, that
 - (i) is engaged to provide services to the issuer or a related entity of the issuer, other than services provided in relation to a distribution;
 - (ii) provides the services under a written contract with the issuer or a related entity of the issuer; and
 - (iii) spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes, for an individual consultant, a corporation of which the individual consultant is an employee or

shareholder, and a partnership of which the individual consultant is an employee or partner;

(e) **"control person"** means

(i) in Ontario, Alberta, Newfoundland and Labrador, Nova Scotia and Saskatchewan:

(A) a person or company who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and, if a person or company holds more than 20 per cent of the voting rights attached to all outstanding voting securities of an issuer, the person or company is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer, or

(B) each person or company in a combination of persons or companies, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and, if a combination of persons or companies holds more than 20 per cent of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons or companies is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

(ii) in British Columbia and New Brunswick:

(A) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or

(B) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

(iii) in Prince Edward Island, Northwest Territories, Nunavut and the Yukon:

(A) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a person holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer, or

(B) each person in a combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, who holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, and if a

combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;

- (iv) in Quebec, a person that, alone or with other persons acting in concert by virtue of an agreement, holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer. If the person, alone or with other persons acting in concert by virtue of an agreement, holds more than 20% of those voting rights, the person is presumed to hold a sufficient number of the voting rights to affect materially the control of the issuer; and
- (v) in Manitoba:
 - (A) a person or company who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,
 - (B) (b) each person or company, or combination of persons or companies acting in concert by virtue of an agreement, arrangement, commitment or understanding, that holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
 - (C) a person or company, or combination of persons or companies, that holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, unless there is evidence that the holding does not affect materially the control of the issuer;
- (f) "**director**" means:
 - (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (g) "**eligibility adviser**" means
 - (i) a person that is registered as an investment dealer or in an equivalent category of registration under the securities legislation of the jurisdiction of a purchaser and authorized to give advice with respect to the type of security being distributed, and
 - (ii) in Saskatchewan and Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or

been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

- (h) "**executive officer**" means, for an issuer, an individual who is
 - (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (i) "**financial assets**" means
 - (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (j) "**financial institution**" means,
 - (i) other than in Ontario;
 - (A) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act;
 - (B) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada; or
 - (C) a Schedule III bank.
 - (ii) and in Ontario,
 - (A) a bank listed in Schedule I, II or III to the Bank Act (Canada);
 - (B) an association to which the Cooperative Credit Associations Act (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of that Act; or
 - (C) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, a caisse populaire, financial services cooperative or credit union league or federation that is authorized by a status of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
- (k) "**founder**" means, in respect of an issuer, a person who,
 - (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and

- (ii) at the time of the trade is actively involved in the business of the issuer;
- (l) "**foreign jurisdiction**" means a country other than Canada or a political subdivision of a country other than Canada;
- (m) "**fully managed account**" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
- (n) "**investment fund**" means a mutual fund or a non-redeemable investment fund;
- (o) "**jurisdiction**" means a province or territory of Canada except when used in the term foreign jurisdiction;
- (p) "**local jurisdiction**" means the jurisdiction in which the Canadian securities regulatory authority is situate;
- (q) "**non-redeemable investment fund**" means an issuer,
 - (i) whose primary purpose is to invest money provided by its securityholders,
 - (ii) that does not invest,
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund;
- (r) "**person**" includes
 - (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized groups of persons, whether incorporated or not, and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (s) "**regulator**" means, for the local jurisdiction, the Executive Director as defined under securities legislation of the local jurisdiction;
- (t) "**related liabilities**" means
 - (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets;

- (u) "**Schedule III bank**" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (v) "**spouse**" means, an individual who,
 - (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii) above, or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (w) "**subsidiary**" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

Interpretation

In this Exhibit I, a person (first person) is considered to control another person (second person) if

- (a) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or

the second person is a limited partnership and the general partner of the limited partnership is the first person.

All monetary references are in Canadian Dollars.

APPENDIX B TO EXHIBIT I

**FORM 45-106F9
FORM FOR INDIVIDUAL ACCREDITED INVESTORS**

To be completed by individuals investing under categories (j), (k) or (l) of the definition of "accredited investor" in National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario), which are reproduced in Appendix A to Exhibit I as paragraphs (j), (k) or (l), as applicable. Note that individuals investing under category (j.1) of the definition of "accredited investor" in National Instrument 45-106 – Prospectus Exemptions or Section 73.3 of the Securities Act (Ontario) do not need to complete this form.

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

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Limited partnership units	Issuer: Stream Asset Financial II LP
Purchased from: Stream Asset Financial II LP	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER	
2. Risk acknowledgement <i>[Instruction: initial all boxes in Section 2]</i>	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss - You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk - You may not be able to sell your investment quickly – or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status <i>[Instruction: initial one or more boxes that apply]</i>	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) 	

<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) 	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	
Signature:	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER	
6. For more information about this investment	
<p>Stream Asset Financial II LP c/o Stream Asset Financial II GP LP 2650 Dome Tower 333 7th Avenue SW Calgary, AB T2P 2Z1</p> <p>Attention: Ryan Dunfield, Managing Partner</p> <p>Email: rdunfield@streamasset.ca</p>	
<p>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.</p>	