

## CONSENT AND ACKNOWLEDGMENT AGREEMENT

**THIS AGREEMENT** is made as of the [REDACTED] day of [REDACTED], 20[REDACTED], among SAF II AIV LP (the "**Limited Partnership**"), Stream Asset Financial II GP LP (the "**General Partner**"), [REDACTED] (the "**Assignor**") and [REDACTED] (the "**Assignee**"). Capitalized terms used, but not defined, in this Agreement shall have the meanings given to such terms in the Amended and Restated Limited Partnership Agreement dated October 29, 2021 among, *inter alios*, the General Partner, as the general partner, and the party or parties listed as limited partners of the Limited Partnership on Annex A thereto (as such Annex A may be amended from time to time, as limited partners (as the same may be amended, modified or supplemented from time to time, the "**Partnership Agreement**").

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

### 1. Purpose of the Agreement

The Assignor has notified the General Partner that it wishes to transfer its Interest to the Assignee. Pursuant to the terms of the Partnership Agreement, a Limited Partner may, with the prior written consent of the General Partner, which may be given or withheld in its sole and absolute discretion, pledge, assign, sell, exchange, transfer or other dispose of its Interest to any Person and therefore the Assignor hereby wishes to obtain the consent of the Limited Partnership to transfer its Interest to the Assignee (the "**Transfer**").

### 2. Consent to the Transfer

The General Partner, in its capacity as the general partner of the Limited Partnership, hereby consents to the Transfer. The General Partner shall, upon receiving verification to its satisfaction that the 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. 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.

### 4. Agreement to be Bound

The Assignee acknowledges that the General Partner has provided it with a copy of the Partnership Agreement. 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.

### 5. Power of Attorney

The Assignee hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution, as the true and lawful attorney-in-fact and agent of the Assignee, to act on the Assignee's behalf with full power and authority in the Assignee's name, place and

stead to execute, acknowledge, verify, swear to, deliver, record and file, all in accordance with the terms of the Partnership Agreement, all instruments, documents and certificates which may from time to time be required by the laws of Canada, the United States, or any other jurisdiction to effect, implement and continue the valid existence and affairs of the Partnership, as further set out in Section 8.2 of the Partnership Agreement. This power of attorney is irrevocable, is a power coupled with an interest, continues despite the mental incompetence of the Assignee, shall survive the death or disability of the Assignee and shall survive the transfer or assignment by the Assignee of the whole (but only in respect of matters relating to the Assignee's status as a Limited Partner during the time the Assignee was a Limited Partner) or any part of the interest of the Assignee in the Partnership, extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Assignee, and shall survive the subsequent legal incapacity of the Assignee and may be exercised by the General Partner on behalf of each Assignee in executing any instrument by an electronic signature or by executing such instrument with a single signature as attorney and agent for all of them. The Assignee agrees to be bound by any representations or actions made or taken by the General Partner pursuant to the power of attorney and hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the General Partner taken in good faith under the power of attorney. To the fullest extent permitted under applicable law, the Assignee declares that the power of attorney may be exercised during any legal incapacity or mental infirmity on the Assignee's part.

## **6. Representations and Warranties of the Assignor**

The Assignor represents and warrants as follows to the Limited Partnership and the General Partner and acknowledges and confirms that the Limited Partnership and the General Partner are relying on such representations and warranties in connection with the consent to the Transfer:

- (a) if the Assignor is not an individual, it is duly formed and validly existing under the laws of its jurisdiction of formation;
- (b) it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement;
- (c) if the Assignor is not an individual, all company or partnership action required by it to validly and duly authorize the execution and delivery of, and to exercise its rights and perform its obligations under, this Agreement has been duly taken; and
- (d) this Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms, subject to (A) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (B) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief.

## **7. Representations and Warranties of the Assignee**

The Assignee represents and warrants as follows to the Limited Partnership and the General Partner and acknowledges and confirms that the Limited Partnership and the General Partner are relying on such representations and warranties in connection with the consent to the Transfer:

- (a) if the Assignee is not an individual, it is duly formed and validly existing under the laws of its jurisdiction of formation;
- (b) it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement and the Partnership Agreement;
- (c) if the Assignee is not an individual, all company or partnership action required by it to validly and duly authorize the execution and delivery of, and to exercise its rights and perform its obligations under, this Agreement and the Partnership Agreement has been duly taken;
- (d) this Agreement and the Partnership Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms, subject to (A) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application, heretofore or hereafter enacted or in effect, affecting the rights and remedies of creditors generally, and (B) the exercise of judicial or administrative discretion in accordance with general equitable principles, particularly as to the availability of the remedy of specific performance or other injunctive relief; and
- (e) each of the representations and warranties contained in the Partnership Agreement are true and correct on the date hereof as if they were made on such date.

## **8. 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.

## **9. 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.

## **10. Assignment**

This agreement may only be assigned with the written consent of the General Partner.

**11. 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.

**12. 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.

**13. 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.

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

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

By: \_\_\_\_\_  
Name: Aaron Bunting  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: Aaron Bunting  
Title: Chief Financial Officer

**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: SAF II AIV LP (THE "PARTNERSHIP")**

*(Capitalized terms not specifically defined in this Exhibit have the meaning ascribed to them in the Consent and Acknowledgement 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 Consent and Acknowledgement 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 Consent and Acknowledgement 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 Consent and Acknowledgement 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 <input type="checkbox"/>        |
|       |                                                               |                         | Range - C\$300,000-400,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - Greater than C\$400,000 <input type="checkbox"/>   |
| <hr/> |                                                               |                         |                                                            |
|       |                                                               | Year prior to last year | Range - C\$200,000-300,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - C\$300,000-400,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - Greater than C\$400,000 <input type="checkbox"/>   |
| <hr/> |                                                               |                         |                                                            |
| -     | <u>If applicable</u> , net income before taxes of your spouse | Last year               | Range - C\$300,000-400,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - C\$400,000-500,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - Greater than C\$500,000 + <input type="checkbox"/> |
| <hr/> |                                                               |                         |                                                            |
|       |                                                               | Year prior to last year | Range - C\$300,000-400,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - C\$400,000-500,000 <input type="checkbox"/>        |
|       |                                                               |                         | Range - Greater than C\$500,000 + <input type="checkbox"/> |

\_\_\_\_\_ (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**

<b>SECTION 1 TO BE COMPLETED BY THE ISSUER</b>	
<b>1. About your investment</b>	
Type of securities: Limited partnership units	Issuer: SAF II AIV LP
Purchased from: SAF II AIV LP	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER</b>	
<b>2. Risk acknowledgement</b> <i>[Instruction: initial all boxes in Section 2]</i>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> - You could lose your entire investment of \$_____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
<b>Liquidity risk</b> - You may not be able to sell your investment quickly - or at all.	
<b>Lack of information</b> - You may receive little or no information about your investment.	
<b>Lack of advice</b> - 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 <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b> <i>[Instruction: initial one or more boxes that apply]</i>	
You must meet at least <b>one</b> 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.	<b>Your initials</b>
<ul style="list-style-type: none"> <li>• 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.)</li> </ul>	

<ul style="list-style-type: none"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>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.</li> </ul>	
<ul style="list-style-type: none"> <li>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.)</li> </ul>	
<b>4. Your name and signature</b>	
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:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>	
<b>5. Salesperson information</b>	
<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):	
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER</b>	
<b>6. For more information about this investment</b>	
SAF II AIV LP c/o Stream Asset Financial II GP LP 1900 Dome Tower 333 7th Avenue SW Calgary, AB T2P 2Z1  Attention: Ryan Dunfield, Managing Partner  Email: rdunfield@safgroup.ca	
<b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b>	