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COURT FILE NO.
COURT
JUDICIAL CENTRE

2201-11627
COURT OF KING'S BENCH OF ALBERTA
CALGARY

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C C-8, AS AMENDED

COM
Nov 25 2022

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LP, ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LP, HEALTH EDUCATION GP LP, HELP INC., FIRST RESPONSE INTERNATIONAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC.

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF BR CAPITAL INC., ICE HEALTH SYSTEMS INC., HELP INC., FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC. UNDER THE *BUSINESS CORPORATIONS ACT*, RSA 2000, CH B-9, AS AMENDED

BR CAPITAL LP, BR CAPITAL INC., ICE HEALTH SYSTEMS LP, ICE HEALTH SYSTEMS GP LP, ICE HEALTH SYSTEMS INC., HEALTH EDUCATION LP, HEALTH EDUCATION GP LP, HELP INC., FIRST RESPONSE INTERNATIONAL LP, FIRST RESPONSE INTERNATIONAL GP LP, FIRST RESPONSE INTERNATIONAL INC., ICE HEALTH SYSTEMS LTD. AND SESCO HEALTH SERVICES INC.

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue S.W.
Calgary, AB T2P 4K9
Telephone (403) 298-1938 / (403) 298-1018
Facsimile (403) 263-9193
File No. A167833
Attention: Tom Cumming / Stephen Kroeger

AFFIDAVIT OF JAMES LAWSON
SWORN ON NOVEMBER 14, 2022

I, **JAMES LAWSON** of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the Chief Financial Officer of the Applicants, BR Capital LP (“**BR LP**”), BR Capital Inc. (“**BR GP**”), ICE Health Systems LP, ICE Health Systems GP LP, ICE Health Systems Inc. (“**ICE AB Inc**”), Health Education LP, Health Education GP LP, Help Inc. (“**HE Inc**”), First Response International LP, First Response International GP LP, First Response International Inc. (“**FRI Inc**”), ICE Health Systems Ltd. (“**ICE Ltd**”) and SESCO Health Services Inc. (“**SESCI**”, and collectively, the “**Applicants**”). I am also a director of BR GP, ICE AB Inc, HE Inc, FRI Inc, ICE Ltd and SESCO. I therefore have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I swear this Affidavit further to the Affidavit of Mark Genuis sworn October 5, 2022 (the “**First Affidavit**”), the Supplemental Affidavit of Mark Genuis sworn October 6, 2022 (the “**Second Affidavit**”) and the Affidavit of Kristy DeLure sworn October 14, 2022, filed in these proceedings. Capitalized terms not otherwise defined in this Affidavit have the meaning set forth in the First Affidavit.
3. I am authorized to swear this Affidavit as corporate representative of the corporate Applicants, who in turn are general partner representatives of the limited partnership Applicants.
4. In preparing this Affidavit, I have consulted with legal, financial and other advisors of the Applicants and members of the Applicants’ management teams. I have also reviewed the business records of the Applicants relevant to these proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
5. This Affidavit is in support of an Application to this Honourable Court for an Order:
 - (a) abridging the time for service of notice of this Application, deeming service of notice of this Application to be good and sufficient, and declaring that there is no other person who ought to have been served with notice of this Application;

- (b) extending period within with the Applicants are required to file a proposal, ending on November 29, 2022 (the “**Stay Period**”), by an additional 45 day period ending January 13, 2023 (the “**Stay Extension**”);
- (c) approving the reimbursement by the Applicants of an advance in the amount of \$25,000 made by me to SESCO on October 29, 2022 as temporary bridge financing to allow SESCO to pay its October 31, 2022 payroll in the amount of \$25,062 (the “**Payroll Bridge Financing**”), provided that accounts receivable in the approximate amount of \$94,000 are collected by the Applicants prior to such payment; and
- (d) such further and other relief as the Applicants may request and this Honourable Court may grant.

Background

6. The background to these proceedings is described in detail in the First Affidavit and the Second Affidavit.
7. The Applicants are a group of related limited partnerships and corporations that developed and license software systems that collect, organize, manage and store health care and dental records and information patients and permit the dissemination of health care and emergency service education materials for patients and emergency service providers. Their licensees include governmental bodies, private and institutional health care providers and educational institutions in Canada, the United States and elsewhere in the world.
8. Because of serious liquidity and financial difficulties referred to in the Affidavits of Mark Genuis sworn October 5 and 6, 2022, the Applicants filed on September 15 and 16, 2022 notices of intention to make a proposal (collectively, the “**NOIs**”, and the proposal proceedings commenced thereby, the “**Proposal Proceedings**”) under section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”). KPMG Inc. was named as the Proposal Trustee of the Applicants (in such capacity, the “**Proposal Trustee**”).
9. Upon filing of the NOIs, all proceedings against the Applicants and their property were automatically stayed for an initial period of thirty (30) days ending October 16, 2022 (the “**Stay Period**”).

10. On October 14, 2022 the Honourable Justice C. Dario granted an Order (the “**October 14 Order**”) which, among other things:
- (a) consolidated, for procedural purposes only, the estates and Proposal Proceedings of the Applicants;
 - (b) authorized the Applicants to obtain interim financing from 2443970 Alberta Inc. as administrative agent for and on behalf of a group of lenders (the “**Interim Financing**”);
 - (c) granted an administration charge, interim lenders’ charge and directors’ and officers’ charge; and
 - (d) extended the Stay Period to November 29, 2022.

Stay Extension

11. Since the filing of the NOIs and the granting of the October 14 Order, the Applicants have worked diligently and in good faith with a view to advancing these proceedings, restructuring their affairs and working towards their goal of presenting a joint proposal to their creditors. These steps have included, among other things:
- (a) preparing and analysing a list of creditors and identifying issues specific to certain creditors;
 - (b) providing the Proposal Trustee with access to their books and records;
 - (c) updating in conjunction with the Proposal Trustee the Cash Flow Projections;
 - (d) cooperating with the Proposal Trustee in carrying out its monitoring and other obligations under the *BIA*;
 - (e) continuing the preparation and development of a joint proposal of the Applicants (the “**Proposal**”);
 - (f) communicating with creditors, limited partners and customers of the Applicants regarding the proposal process, status of the Proposal Proceedings and the development of the Proposal;
 - (g) reviewing their operating expenses, pursuing the collection of accounts receivable and taking other steps to ensure the Applicants remain financially viable during these Proposal Proceedings; and
 - (h) applying to this Honourable Court and obtaining the October 14 Order.

12. In addition to the matters described in paragraph 10 of this Affidavit, BR LP prepared an agreement (the “**Partnership Amending Agreement**”) amending its limited partnership agreement dated February 28, 2006 (the “**Partnership Agreement**”) to streamline and modernize the process for calling and holding meetings of limited partners. There are currently 243 limited partners in BR LP located in Alberta, British Columbia, Ontario, Québec and the United States, who consist of individuals, small private corporations and professional corporations. Currently, the Partnership Agreement requires meetings to be either held in person, and for extraordinary resolutions, special resolutions or ordinary resolutions to be passed by 90%, 66 ⅔% or a majority, respectively, of the limited partners voting in person or by proxy, or by 100% of the limited partners signing written extraordinary, special or ordinary resolutions, and notices must be mailed or sent by registered mail. Among other procedural changes, the Partnership Amending Agreement provides that:

- (a) for extraordinary, special and ordinary resolutions, written counterparts of such resolutions signed by 90%, 66 ⅔% or a majority, respectively, of the limited partners would be sufficient to pass such resolutions;
- (b) meetings of limited partners could be held by Zoom, Microsoft Teams, Webex or a similar web based electronic meeting system;
- (c) the notice periods for meetings of limited partnership are shortened from 21 days to 7 days to correspond with changes to notice periods under the *Business Corporations Act* (Alberta); and
- (d) notices to the general partner and limited partners can be given by digital, electronic or other intangible means.

13. The changes contemplated by the Partnership Amending Agreement will permit limited partners to more easily participate in and vote at limited partnership meetings and permit more efficient communication between the general partners and limited partners, and will also permit BR LP and BR GP to more efficiently call and hold, immediately following the implementation of the Proposal, a meeting of limited partners to implement certain other changes which are required in order to fully implement the Proposal. Attached to this Affidavit as **Exhibit “A”** is a true copy of the Notice of Special Meeting and Information Circular and Proxy Statement of BR LP dated November 9, 2022, which calls for the special meeting of limited partners (the “**Special Meeting**”) to be held on

December 7, 2022 to consider and if appropriate, vote to approve the Partnership Amending Agreement.

14. The Stay Extension to January 13, 2023 will allow the Applicants to, among other things:
 - (a) continue their work to finalize and file with this Honourable Court and the Official Receiver of the Office of the Superintendent of Bankruptcy the Proposal and distribute it to the creditors of the Applicants;
 - (b) hold the Special Meeting of the limited partners of BR LP to consider and if they deem appropriate to approve the Partnership Amending Agreement;
 - (c) continue the operations of the Applicants to generate and collect revenues continue to work to preserve the value of the Applicants business for the benefit of all of the stakeholders; and
 - (d) continue communicating with creditors, limited partners and customers of the Applicants regarding the proposal process, status of the Proposal Proceedings and the development of the Proposal.
15. The Applicants' have and continue to act in good faith and with due diligence in respect of all matters relating to these Proposal Proceedings.
16. If the Stay Extension is granted, I believe that the Applicants will very shortly thereafter be in a position to file a viable Proposal that I believe that the requisite majorities of affected creditors will support.
17. As illustrated by the updated cash flow statement that is to be attached to the second report of the Proposal Trustee, the Applicants will have sufficient funding during period granted by the Stay Extension to pay any obligations incurred, and therefore no creditors will be prejudiced by the Stay Extension.
18. By contrast, if the Stay Extension is not granted, the Applicants would be deemed to be bankrupt, and the Software and other assets of the Applicants would have to be liquidated. The Software's value is very dependent on the Applicants' business being restored and their customer base being expanded, and therefore in a liquidation, the Software's value may be significantly depressed. Further, the customers of the Applicants require the continuing support of the Applicants to continue to use the

Software, and in the circumstances of a liquidation under a bankruptcy, it is unlikely that there would be funding available to continue that support.


19. Having regard to the circumstance, I believe that the granting of an extension of the Stay Period to January 13, 2023 is necessary and in the best interests of the Applicants and their stakeholders.

Payroll Bridge Financing

20. On October 31, 2022, SESCOI's regular payroll of \$25,062 was payable. At that time, the cash available to the Applicants was approximately \$8,000.
21. Although the Interim Financing had been approved by the October 14 Order, several of the interim lenders had not yet provided to the Applicants "accredited investor certificates" confirming that for the purposes of NI 45-106 or section 73.3 of the *Securities Act* (Ontario), they were accredited investors. These certificates were required because the Interim Financing, in the event that a proposal is accepted by the requisite majorities of the affected creditors and approved by this Honourable Court, would be converted into limited partnership units in BR LP.
22. In addition, certain accounts receivable in the aggregate amount of \$94,000, which are sufficient to pay the October 31, 2022 payroll and any other trade credit incurred subsequent to the September 15 and 16, 2022 filing dates, are only to be collected in the weeks of November 28 and December 5, 2022 (the "**Accounts Receivable**").
23. In order to bridge the temporary cash deficiency until the outstanding accredited investor certificates were received and the accounts receivable collected, I personally advanced to SESCOI the Payroll Bridge Financing. Prior to advancing the Payroll Bridge Financing, I informed the Proposal Trustee of my intention to provide the funds in order to bridge the temporary cash flow deficiency pending the collection of the Accounts Receivable, and that the Payroll Bridge Financing would be repaid as soon as they were collected. The Proposal Trustee did not object to this approach.

24. Once the Accounts Receivable are collected, the Applicants will have sufficient funds to permit the repayment of the Payroll Bridge Financing, and therefore no other post-filing trade creditor or other stakeholder will be prejudiced by the repayment.
25. The Proposal Trustee has advised that it supports the repayment of the Payroll Bridge Financing provided that the Accounts Receivable are collected.
26. I make this Affidavit in support of an application by the Applicants for the Stay Extension and the repayment of the Payroll Bridge Financing, and for no improper purpose.

Sworn before me at the City of Calgary, in
the Province of Alberta, on this 14th day of
November, 2022


A Commissioner of Oaths in
and for the Province of Alberta


JAMES LAWSON

Carson Foggin
Student-at-Law

THIS IS EXHIBIT "A" TO THE AFFIDAVIT OF
JAMES LAWSON SWORN ON THE
14TH DAY OF NOVEMBER, 2022



A Commissioner for Oaths in and for
the Province of Alberta

Carson Foggin
Student-at-Law

NOTICE OF SPECIAL MEETING

AND

INFORMATION CIRCULAR AND PROXY STATEMENT

**WITH RESPECT TO THE SPECIAL MEETING OF LIMITED PARTNERS OF BR CAPITAL
LIMITED PARTNERSHIP**

To be held at

10:00 a.m. (Calgary time) on December 7, 2022
at the offices of Gowling WLG, Suite 1600, 421 7 Ave SW, Calgary, Alberta T2P 4K9

Dated November 9, 2022

BR CAPITAL LIMITED PARTNERSHIP

Notice of Special Meeting of Limited Partners

NOTICE IS HEREBY GIVEN that the special meeting (the “**Meeting**”) of the Limited Partners of BR Capital Limited Partnership (the “**Partnership**”) will be held at 10:00 a.m. (Calgary time) on December 7, 2022 at the offices of Gowling WLG, Suite 1600, 421 7 Ave SW, Calgary, Alberta T2P 4K9 for the following purposes:

- (a) to consider, and if thought fit, to pass a special resolution, the full text of which is attached as Schedule “A” to the accompanying Information Circular, approving a First Partnership Amending Agreement, in the form attached as Schedule “B” hereto between BR Capital Inc., as general partner of the Partnership (the “**General Partner**”), and each of the Limited Partners (the “**Special Resolution**”); and
- (b) to transact such other business as may properly be brought before the Meeting or any adjournment or postponement thereof.

The amendments set out in the First Partnership Amending Agreement are intended to streamline processes relating to the calling and holding of meetings, as well as streamline the ability of the Partnership and its stakeholders to progress through a process involving the intention of the General Partner and certain other entities to make a proposal pursuant to Section 50.4(1) of the Bankruptcy and Insolvency Act, RSC, 1985, c. B-3, as amended. Limited Partners are referred to the accompanying Information Circular for more detailed information regarding the matters to be considered at the Meeting. Also accompanying this notice is a form of proxy.

In accordance with Section 10.20 of the Limited Partnership Agreement of the Partnership dated February 28, 2006 (the “**Partnership Agreement**”), the amendment of the Partnership Agreement must be approved by a Special Resolution of the Limited Partners. A “**Special Resolution**” is defined in Section 1.1(aa) of the Partnership Agreement as (i) a resolution passed by 66 2/3% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of units of the Limited Partnership (“**Units**”) is entitled to one vote for each Unit held, or (ii) a written resolution in one or more counterparts signed by not less than all Limited Partners.

Proxies are being solicited by the General Partner of the Partnership. Limited Partners who do not expect to attend the Meeting in person are requested to date and sign the enclosed form of proxy and return it to the General Partner by mailing the completed form of proxy enclosed with the Information Circular to the offices of Gowling WLG (Canada) LLP at Suite 1600, 421 7 Ave SW, Calgary, AB T2P, Attention: Andrew Wong, or by emailing it to jlawson@icehealthsystems.com with a copy to andrew.wong@gowlingwlg.com.

Holders of Units of record at the close of business on November 9, 2022 are entitled to notice of the Meeting and to vote thereat or at any adjournment(s) thereof unless after that date a Limited Partner transfers any Units of the Partnership and the transferee, upon producing properly endorsed certificates evidencing such Units or otherwise establishing ownership of such Units, requests, that the transferee’s name be included in the list of Limited Partners of the Partnership entitled to vote, in which case such transferee shall be entitled to vote such Units at the Meeting.

The specific details of the matters to be considered are set out in the accompanying Information Circular, which accompanies and forms part of this Notice.

DATED at Calgary, Alberta this 9th day of November, 2022.

**BY ORDER OF BR CAPITAL INC., THE
GENERAL PARTNER OF BR CAPITAL
LIMITED PARTERSHIP**

(signed) “*Mark Genuis*”

President

BR CAPITAL LIMITED PARTNERSHIP
INFORMATION CIRCULAR AND PROXY STATEMENT
FOR THE SPECIAL MEETING OF LIMITED PARTNERS
TO BE HELD ON DECEMBER 7, 2022

SOLICITATION OF PROXIES

This Information Circular – Proxy Statement (this “**Information Circular**”) is furnished in connection with the solicitation of proxies by BR Capital Inc. (the “**General Partner**”), in its capacity as general partner of BR Capital Limited Partnership (the “**Partnership**” or “**BR Capital**”) for use at the special meeting (the “**Meeting**”) of the limited partners (“**Limited Partners**”) of the Partnership, to be held at the offices of Gowling WLG, Suite 1600, 421 7 Ave SW, Calgary, Alberta T2P 4K9 (Calgary time) on December 7, 2022 at 10:00 a.m., and at any adjournment(s) thereof, for the purposes set forth in the accompanying Notice of Special Meeting. It is expected that the solicitation of proxies will be primarily by mail. Proxies may also be solicited personally by directors of the General Partner or officers of the Partnership. The cost of solicitation by or on behalf of management of the General Partner will be borne by the Partnership. The information contained herein is given as of November 9, 2022, except where otherwise indicated.

The General Partner has fixed the record date for the Meeting as the close of business on November 9, 2022 (the “**Record Date**”). Limited Partners of record at the Record Date are entitled to receive notice of and to attend and vote at the Meeting or any adjournment(s) thereof, unless after the Record Date a Limited Partner of record transfers ownership of any units of the Limited Partnership (the “**BR Capital Units**”), and the transferee of those units, having established ownership of such units, requests, not later than 10 days prior to the Meeting, that the transferee's name be included in the list of Limited Partners entitled to vote at the Meeting, in which case such transferee shall be entitled to vote such units at the Meeting.

The applicable form of proxy must be executed by the Limited Partner or by the Limited Partner's attorney duly authorized in writing, or, if the Limited Partner is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized.

The persons named in the enclosed form of proxy are directors and/or officers of the General Partner. Each Limited Partner submitting a proxy has the right to appoint a person other than the persons designated in the proxy, who need not be a Limited Partner, to attend and to act for the Limited Partner at the Meeting. To exercise such right, the names of the nominees of the General Partner should be crossed out and the name of the Limited Partner's appointee should be legibly printed in the blank space provided in the form of proxy.

Limited Partners may vote by proxy by mailing the completed form of proxy enclosed with the Information Circular to the offices of Gowling WLG (Canada) LLP at Suite 1600, 421 7 Ave SW, Calgary, AB T2P, Attention: Andrew Wong, or by emailing it to jlawson@icehealthsystems.com with a copy to andrew.wong@gowlingwlg.com, so that it is received prior to the time of the Meeting or any adjournment(s) thereof. **Please note that if a Limited Partner appoints a proxyholder and submits its voting instructions and subsequently wishes to change its appointment, such Limited Partner may resubmit its proxy and/or voting direction, prior to the deadline noted above. When resubmitting a proxy, the most recently submitted proxy will be recognized as the only valid one, and all previous proxies submitted will be disregarded and considered as revoked, provided that the last proxy is submitted by the deadline noted above.**

REVOCABILITY OF PROXIES

A Limited Partner of the Partnership who has submitted a proxy may revoke it at any time prior to the exercise thereof. If a person who has given a proxy attends personally at the Meeting at which such proxy is to be voted, such person may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Limited Partner or the Limited Partner's attorney duly authorized in writing or, if the Limited Partner is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized

and delivered by mail to the offices of Gowling WLG (Canada) LLP at Suite 1600, 421 7 Ave SW, Calgary, AB T2P, Attention: Andrew Wong, or by emailing it to jlawson@icehealthsystems.com with a copy to andrew.wong@gowlingwlg.com, at any time up to and including the close of business on the last business day preceding the day of the Meeting or any adjournment(s) thereof, and upon either of such deposits the proxy shall be revoked.

PERSONS MAKING THE SOLICITATION

The solicitation is made on behalf of the General Partner. The costs incurred in the preparation and mailing of the form of proxy, the Notice of Special Meeting and this Information Circular will be borne by the Partnership. In addition to solicitation by mail, proxies may be solicited by personal interviews, telephone or other means of communication by directors, officers and employees of the General Partner, who will not be specifically remunerated therefor.

EXERCISE OF DISCRETION OF PROXIES

The BR Capital Units represented by the form of proxy in favour of General Partner nominees shall be voted on any ballot at the Meeting and, where the Limited Partner specifies a choice with respect to any matter to be acted upon, the BR Capital Units shall be voted on any ballot in accordance with the specification made.

In the absence of such specification, the BR Capital Units will be voted in favour of the matters to be acted upon. The persons appointed under the form of proxy furnished by the Partnership are conferred with discretionary authority with respect to amendments to or variations of those matters specified in the form of proxy, the Notice of Special Meeting and with respect to other matters which may properly be brought before the Meeting. As at the date hereof, the General Partner knows of no such amendments, variations or other matters to come before the Meeting.

VOTING UNITS AND QUORUM

As of the date hereof, there are 5,370 BR Capital Units issued and outstanding. Holders of BR Capital Units are entitled to one vote at the Meeting for each Unit held.

Pursuant to Section 10.16 of the Limited Partnership Agreement of the Partnership dated February 28, 2006 (the "**Partnership Agreement**"), a quorum at any meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 20% of the outstanding Units. If, within half an hour after the time fixed for the holding of the Meeting, a quorum for the Meeting is not present, the Meeting will be held at the same time and, if available, the same place not less than 10 days nor more than 21 days later (or if that date is not a business day, the first business day after that date), and the General Partner will give at least five days' notice to all Limited Partners of the date of the reconvening of the adjourned Meeting. Such notice need not set forth the matters to be considered unless they are different from those for which the original Meeting was called. At such reconvened meeting the quorum for the meeting will consist of two or more persons present in person who collectively hold or represent by proxy not less than 15% of the outstanding Units.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

To the knowledge of the General Partner, the only matters to be placed before the Meeting are those set forth in the accompanying Notice of Special Meeting.

Approving the First Partnership Amending Agreement

At the Meeting, the Limited Partners shall be asked to consider and, if thought fit, approve a special resolution (the “**Amendment Resolution**”), the full text of which is attached as Schedule “A” to this Information Circular.

In accordance with Section 10.20 of the Partnership Agreement, the amendment of the Partnership Agreement must be approved by a Special Resolution of the Limited Partners. A “**Special Resolution**” is defined in Section 1.1(aa) of the Partnership Agreement as (i) a resolution passed by 66 2/3% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof, in person or by proxy, in respect of which each holder of Units is entitled to one vote for each Unit held, or (ii) a written resolution in one or more counterparts signed by not less than all Limited Partners. **Unless otherwise directed, the General Partner designees intend to vote to approve the First Partnership Amending Agreement.**

Pursuant to the First Partnership Amending Agreement, in the form attached as Schedule “B” hereto (the “**First Partnership Amending Agreement**”), the Partnership Agreement would be amended in the following manner:

- a) in respect of written resolutions that constitute an “Extraordinary Resolution”, a written resolution, in one or more counterparts, signed by Limited Partners holding at least 90% of the issued and outstanding Units would constitute an “Extraordinary Resolution”;
- b) in respect of written resolutions that constitute an “Ordinary Resolution”, a written resolution, in one or more counterparts, signed by Limited Partners holding at least a majority of the issued and outstanding Units would constitute an “Ordinary Resolution”;
- c) in respect of written resolutions that constitute a “Special Resolution”, a written resolution, in one or more counterparts, signed by Limited Partners holding at least 66^{2/3}% of the issued and outstanding Units would constitute a “Special Resolution”;
- d) the registered office and mailing address of the Partnership and the General Partner will be updated to Suite #324, 370, 5222 - 130 Ave. SE, Calgary, Alberta, T2Z 0G4;
- e) meetings of the Limited Partners may, at the option of the General Partner, also be held by way of Zoom, Microsoft Teams, Webex or similar web-based electronic meeting system;
- f) notices of meetings of the Limited Partners may be provided on not less than 7 days and not more than 60 days’ notice prior to such meeting;
- g) if proxies are being solicited from Limited Partners by a person other than the General Partner, the information circular must be delivered to the General Partner at least 7 days before the meeting in respect of which such proxies are being solicited, and the General Partner will promptly cause the information circular to be sent to Limited Partners;
- h) the minute book of the Partnership will be made available for inspection by the Limited Partners at all in person meetings of Limited Partners in addition to all other reasonable times during normal business hours at the offices of the General Partner;
- i) in the event there is no quorum at a meeting of Limited Partners, the subsequent meeting may be held at the same time and, if available, the same place not less than 7 days nor more than 21 days later than the date of the original meeting;
- j) each question submitted to a meeting which does not require a Special Resolution or an Extraordinary Resolution will, other than as provided for in the Partnership Agreement, as amended, be decided by an Ordinary Resolution

on a show of hands unless a poll is required by the General Partner or demanded by a Limited Partner, in which case a poll will be taken; and

- k) notices may be given to the General Partner and to Limited Partners by digital, electronic or other intangible means in addition to by letter and postage prepaid,

in each case as described in further detail in the First Partnership Amending Agreement.

On September 15, 2022, the Partnership filed a notice of intention to make a proposal (the “**Partnership NOI**”) pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC, 1985, c. B-3, as amended (the “**BIA**”) naming KPMG Inc. as proposal trustee (the “**Proposal Trustee**”). In conjunction with filing of the Partnership NOI, on September 15 or 16, 2022, the General Partner and the related entities (the “**Additional Parties**” and together with the Partnership, the “**Proposal Parties**”) of the Partnership each filed a notice of intention to make a proposal pursuant to section 50.4(1) of the *BIA* (the “**Additional NOIs**” and together with the Partnership NOI, the “**NOIs**”). Upon filing of the NOIs a stay of proceedings of 30 days was instituted against the Proposal Parties ending October 15 or 16, 2022 (the “**Stay Period**”).

On October 14, 2022, the Court of King’s Bench of Alberta granted an order (the “**Initial Order**”) which, among other things: (1) extended the Stay Period until November 29, 2022; (2) procedurally consolidated the bankruptcy estates of the Proposal Parties into one single estate and proceeding; (3) granted a priority security and charge in the amount of \$350,000 in favour of counsel for the Proposal Parties, the Proposal Trustee and counsel to the Proposal Trustee (collectively, the “**Administrative Professionals**”) as security for the fees and disbursements of the Administrative Professionals; (4) authorized the Proposal Parties to obtain and borrow from 2443970 Alberta Inc. acting as administrative agent for and on behalf of a group of lenders (collectively, the “**Interim Lenders**”) an interim financing, non-revolving credit facility in the maximum amount of \$430,010 and approving a letter loan agreement dated September 16, 2022 between 2443970 Alberta Inc. and the Proposal Parties; (5) granted a priority security and charge in the amount of \$430,010 in favour of the Interim Lenders; and (6) granted a priority security and charge in the amount of \$300,000 in favour of the directors and officers of the corporate Proposal Parties.

The First Partnership Amending Agreement, and the Amendment Resolution approving it, are intended to streamline processes relating to the calling and holding of meetings, as well as streamline the ability of the Partnership and its stakeholders to progress through the matters described above.

Management of the General Partner believes that the amendment of the Partnership Agreement, in the manner set forth in the First Partnership Amending Agreement, is in the best interests of the Partnership and recommends that the Limited Partners vote in favour of the Amendment Resolutions.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director, officer, employee or former director, officer or employee of the Partnership, or any associate of any such director, officer or employee is, or has been, at any time since the beginning of the most recently completed financial year of the Partnership, indebted to the Partnership or has indebtedness to another entity that is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Partnership.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person (as defined in National Instrument 51-102 - *Continuous Disclosure*) of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Partnership’s most recently completed financial year or in any proposed transaction which in either such case has materially affected or would materially affect the Partnership or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

The General Partner is not aware of any material interest, direct or indirect, by way of beneficial interest or otherwise, of any director or executive officer of the Partnership, any proposed nominee for election as a director of the Partnership, or any associate or affiliate of the foregoing in any matter to be acted upon at the Meeting.

OTHER MATTERS

The General Partner knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the Notice of Special Meeting. However, if any other matter properly comes before the Meeting, the accompanying proxy will be voted on such matter in accordance with the best judgment of the person or persons voting the proxy.

Schedule "A"

Amending Resolution

BE IT RESOLVED THAT:

1. The amendments to the Limited Partnership Agreement of BR Capital Limited Partnership (the "**Partnership**") dated February 28, 2006 (the "**Partnership Agreement**"), as set out in the First Partnership Amending Agreement attached as Schedule "B" to the Notice of Special Meeting and Information Circular and Proxy Statement dated November 9, 2022 (the "**First Partnership Amending Agreement**"), be and are hereby authorized and approved.
2. BR Capital Inc., as general partner of the Partnership (the "**General Partner**"), be and is hereby authorized to enter into, execute and deliver on behalf of the limited partners of the Partnership the First Partnership Amending Agreement upon the terms and conditions substantially similar to the form of the First Partnership Amending Agreement with such incidental amendments as the General Partner deems necessary or desirable, and the approval by the General Partner of any such amendments to the First Partnership Amending Agreement shall be conclusively evidenced by its signature thereon.
3. The General Partner be and is hereby authorized to execute and deliver all documents which it deems necessary or desirable in connection with the First Partnership Amending Agreement, including but not limited to, an amendment of the Certificate of Limited Partnership, if required, and to file such documents and amendments, and generally to do all such further acts and things as may be required in connection with the First Partnership Amending Agreement.

Schedule "B"
First Partnership Amending Agreement

See attached.

BR CAPITAL LIMITED PARTNERSHIP
FIRST PARTNERSHIP AMENDING AGREEMENT

Made the day of , 2022

BETWEEN:

BR CAPITAL INC., a corporation created pursuant to the law of Alberta, as general partner

and

Each of the Limited Partners (as defined below)

CONTEXT:

A. Under the limited partnership agreement dated February 28, 2006 (the "**Partnership Agreement**") between BR Capital Inc. as general partner (in such capacity, the "**General Partner**") and Peter Hoven and certain other Persons as limited partners (collectively, together with any Persons who subsequently became limited partners, the "**Limited Partners**"), the parties created a limited partnership carrying business under the name BR Capital Limited Partnership (the "**Partnership**").

B.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the General Partner and Limited Partners agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Amending Agreement, unless otherwise defined, capitalized terms have the meaning set out in the Partnership Agreement, or the following meanings:

- (a) "**Amending Agreement**" means this amending agreement, as it may be amended, extended, renewed or restated by written agreement between the Parties.
- (b) "**Parties**" means the General Partner and Limited Partners.
- (c) "**Person**" will be broadly interpreted and includes a natural person, whether acting in their own capacity, or in their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person, and a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind.

1.2 Certain Rules of Interpretation

- (a) In this Amending Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word "including" or "includes" in this

Amending Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.

- (b) The division of this Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Amending Agreement.
- (c) References in this Amending Agreement to an Article or Section are to be construed as references to an Article or Section of this Amending Agreement or the Partnership Agreement.
- (d) Unless otherwise specified, any reference in this Amending Agreement to any statute includes all regulations and ministerial orders made in connection with that statute, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

1.3 **Governing Law**

This Amending Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable in that Province.

1.4 **Entire Agreement**

This Amending Agreement, together with the Partnership Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter of this Amending Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Amending Agreement except as specifically set out in this Amending Agreement or in the Partnership Agreement. No Party has been induced to enter into this Amending Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Amending Agreement or in the Partnership Agreement.

ARTICLE 2 AMENDMENTS TO THE PARTNERSHIP AGREEMENT

2.1 **Amendments to the term “Agreement” and related terms**

The Partnership Agreement is amended such that any reference therein to “this Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar terms mean and refer to the Partnership Agreement, as amended by this Amending Agreement.

2.2 **Amendments to Section 1.1**

- (a) Subsections 1.1(j), 1.1(z) and (1.1)(aa) are amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“(j) **“Extraordinary Resolution”** means:

- (i) a resolution passed by 90% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or
- (ii) a written resolution in one or more counterparts signed by Limited Partners holding at least 90% of the issued and outstanding Units; not less than all of the Limited Partners;

- (z) “**Ordinary Resolution**” means:
- (i) a resolution passed by a majority of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or
 - (ii) a written resolution in one or more counterparts signed by Limited Partners holding at least a majority of the issued and outstanding Units; not less than all of the Limited Partners.
- (aa) “**Special Resolution**” means:
- (i) a resolution passed by 66 2/3% of the votes cast at a duly constituted meeting of Limited Partners or any adjournment thereof in respect of which each holder of Units is entitled to one vote for each Unit held; or
 - (ii) a written resolution in one or more counterparts signed by Limited Partners holding at least 66 2/3% of the issued and outstanding Units; not less than all Limited Partners.”

2.3 Amendment to Section 2.6

Section 2.6 is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“The Partnership shall maintain its head office and mailing address, and the General Partner shall maintain its registered office and mailing address, at the address set out in Section 12.2(a) 1601, 333 – 11th Avenue S.W., Calgary, Alberta, T2R 1L9 and the General Partner shall maintain its registered office and mailing address at 1601, 333 – 11th Avenue S.W., Calgary, Alberta, T2R 1L9. The General Partner may change the head office or any mailing address of the Partnership and the registered office or any mailing address of the General Partner from time to time, provided that the General Partner shall notify the Limited Partners of such change in writing within 30 days thereof.”

2.4 Amendment to Section 10.2

Section 10.2 of the Partnership Agreement is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“Every meeting will be held (a) in Calgary, in the Province of Alberta or at such other place in Canada as may be approved by the Limited Partners by Ordinary Resolution, or (b) at the option of the General Partner, by way of Zoom, Microsoft Teams, Webex or a similar web based electronic meeting system.”

2.5 Amendment to Section 10.3

Section 10.3 of the Partnership Agreement, whereby the underlined words are added and the crossed out words are deleted:

“Notice of any meeting will be given by the General Partner to each Limited Partner by prepaid mail or by personal delivery, in accordance with Section 12.2 not less than 7 ~~21~~ days and not more than 60 days prior to such meeting, and shall state:

- (a) the time, date and place of such meeting, or if such meeting is to take place by way of Zoom, Microsoft Teams, Webex or similar web based electronic meeting system, the website address and login and password requirements to participate in such meeting; and

(b) in general terms, the nature of business to be transacted at the meeting.”

2.6 Amendment to Section 10.6

Section 10.6 is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“If proxies are solicited from Limited Partners, the person or persons soliciting such proxies will prepare an information circular and, in the case of solicitations by a person other than the General Partner, if such information circular is delivered to the General Partner at least 7 ~~21~~ days before any such meeting, the General Partner will promptly cause the information circular to be sent to Limited Partners whose proxies are solicited ~~at least 14 days prior to the meeting~~. An information circular prepared by the General Partner shall be sent to Limited Partners with the notice of meeting other than for meetings called by the General Partner solely at the request of Limited Partners.”

2.7 Section 10.15

Section 10.15 is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“All proceedings at all meetings of the Limited Partners shall be recorded in the minute book by the General Partner, which minute book shall be available for inspection by the Limited Partners at all in person meetings of Limited Partners and at all other reasonable times during normal business hours at the offices of the General Partner.”

2.8 Amendment to Section 10.16(b)

Section 10.16(b) is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“(b) if called by the General Partner, will be held at the same time and, if available, the same place not less than 7 ~~10~~ days nor more than 21 days later (or if that date is not a Business Day, the first Business Day after that date), and the General Partner will give at least five days’ notice to all Limited Partners of the date of the reconvening of the adjourned meeting. Such notice need not set forth the matters to be considered unless they are different from those for which the original meeting was called. At such reconvened meeting the quorum for the meeting will consist of two or more persons present in person who collectively hold or represent by proxy not less than 15% of the outstanding Units.”

2.9 Amendment to Section 10.17(b)

Section 10.17(b) is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“(b) which does not require a Special Resolution or an Extraordinary Resolution will, other than as otherwise provided in this Agreement, be decided by an Ordinary Resolution on a show of hands unless a poll is required by the General Partner or demanded by a Limited Partner, in which case a poll will be taken;”

2.10 Amendment to Section 12.2

Section 12.2 is amended as follows, whereby the underlined words are added and the crossed out words are deleted:

“(a) Notice to the General Partner:

Except as otherwise provided in this Agreement, any notice to the General Partner under this Agreement shall be sufficiently given if in writing and served personally on an officer of the General Partner or sent by digital, electronic or other intangible means, ~~fax~~, or by letter, postage prepaid (unless at the time of mailing or within four days thereafter there shall be a strike, interruption or lockout in the Canadian postal service, in which case the notice shall be given by personal delivery or digital, electronic or other intangible means ~~teletype~~) addressed to:

BR CAPITAL INC. (General Partner)
120, 1289 Highfield Crescent, SE.
Calgary, Alberta, T2G 5M2,

Fax number (403) 537-9695,
Attention: Mark Genuis
Email: mgenuis@icehealthsystems.com

and such notice shall be considered to have been given, if delivered or sent by digital, electronic or other intangible means, ~~teletype or telex~~, on the date of delivery or the date of sending of the digital, electronic or other intangible notice ~~teletype or telex~~ or, if sent by letter, on the third Business Day following the date of mailing the letter. The General Partner shall advise the Limited Partners of any change in the above address.

(b) Notice to the Limited Partners:

Except as otherwise provided in this Agreement, any notice to a Limited Partner under this Agreement shall be sufficiently given if in writing and served personally on the Limited Partner or an officer thereof or, if sent by digital, electronic or other intangible means ~~teletype~~ or by letter, postage prepaid, to the address of the Limited Partner in the Register of Limited Partners (unless at the time of mailing or within four days thereafter there shall be a strike, interruption or lockout in the Canadian postal service, in which case notice shall be given by personal delivery or digital, electronic or other intangible means ~~facsimile~~). Any notice, if delivered or sent by digital, electronic or other intangible means, shall be considered to have been given on the date of delivery or the date of sending of the digital, electronic or other intangible notice or, if sent by letter, on the third Business Day following the date of mailing the letter. Each Limited Partner shall advise the Transfer Agent of any change in his address as then shown on the Register of Limited Partners.”

ARTICLE 3 GENERAL

3.1 Partnership Agreement

Except as expressly amended by this Amending Agreement, the Partnership Agreement remains in full force and effect. Nothing in this Amending Agreement affects the continued existence of the Partnership or results in any termination or dissolution thereof.

3.2 Severability

Each Section of this Amending Agreement is distinct and severable. If any Section of this Amending Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Amending Agreement, in whole or in part, or the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

3.3 Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Amending Agreement or any Section of this Agreement is binding unless it is in writing and executed by the General Partner and approved by a Special Resolution, nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

3.4 Further Assurances

Each Limited Partner will execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the General Partner to give effect to this Amending Agreement.

3.5 Electronic Signatures and Delivery

This Amending Agreement and any counterpart of it may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission, and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The General Partner has executed and delivered this Amending Agreement as of the date set out above.

BR CAPITAL INC., as General Partner

By:

Name:

Title:

BR CAPITAL INC., as General Partner,

for and on behalf of the Limited Partners

By:

Name:

Title:

**BR CAPITAL LIMITED PARTNERSHIP
(the "Partnership")**

**FORM OF PROXY SOLICITED BY THE MANAGEMENT OF BR CAPITAL INC., GENERAL PARTNER OF THE
PARTNERSHIP (THE "GENERAL PARTNER"), FOR USE AT THE SPECIAL MEETING OF LIMITED PARTNERS TO BE HELD
ON DECEMBER 7, 2022 AND ANY ADJOURNMENT OR POSTPONEMENT THEREOF**

**MANAGEMENT OF THE GENERAL PARTNER RECOMMENDS THAT YOU
VOTE FOR THE RESOLUTION LISTED BELOW**

The undersigned holder of units of the Partnership ("Units") hereby appoint(s) Mark Genuis, President of the General Partner, or instead of the foregoing _____, as the nominee and proxy of the undersigned, with full power of substitution, to attend, act for and vote on behalf of the undersigned in respect of all of the Units registered in the name of the undersigned in respect of all matters that may come before the special meeting of the limited partners of the Partnership and at any and all adjournments or postponements thereof (the "Meeting").

The Meeting is to be held at the offices of **Gowling WLG, Suite 1600, 421 7 Ave SW, Calgary, Alberta T2P 4K9 at 10:00 a.m.** (Calgary time) on December 7, 2022. For more information on how to participate in, vote at or submit questions to the Meeting, please refer to the information circular of the Partnership dated November 9, 2022 (the "Circular"). Capitalized terms used in this proxy and not otherwise defined herein have the meanings ascribed thereto in the Circular.

Without limiting the generality of the foregoing, the undersigned specifies that all of the Units registered in the name of the undersigned and represented by this form of proxy shall be:

VOTED FOR OR AGAINST (or, if no specification is made, VOTED FOR) a special resolution, with or without variation, approving the Amendment Resolution as more particularly set forth in the Circular.

The undersigned hereby revokes any proxy previously given.

If any amendments or variations to matters identified in the notice of the Meeting are proposed at the Meeting or if any adjournment or postponement thereof is proposed or if any other matter properly comes before the Meeting, this proxy confers discretionary authority upon the person named herein to vote on such amendments or variations or such adjournment or postponement or such other matters according to the judgement of the person voting the proxy at the Meeting and any adjournment or postponement thereof.

Authorized Signature(s) - This section must be completed for your instructions to be executed. I/We authorize you to act in accordance with my/our instructions set out above.

DATED this _____ day of _____, 2022.

Signature of Limited Partner or Authorized Signatory of Limited Partner

Name of Limited Partner (Please Print)

Number of Units of the Partnership represented by this proxy:

E-mail Address

PLEASE SEE NOTES ON REVERSE

YOU MUST ACT QUICKLY FOR YOUR VOTE TO COUNT

EMAIL YOUR PROXY TODAY

1. The Meeting is being called solely to conduct the special business set out in the Circular accompanying this form of proxy. No presentation, annual report or discussion will be held on any other topics. This proxy should be read in conjunction with the Circular and the Notice of Meeting accompanying this form of proxy.
2. This form of proxy must be dated and signed by the limited partner or by the limited partner's attorney authorized in writing or, if the limited partner is a body corporate, this form of proxy must be executed by an officer or attorney thereof properly authorized.
3. Any one of the joint holders of a Unit may sign a form of proxy in respect of the Unit but, if more than one of them is present at the Meeting or represented by proxyholder, that one of them whose name appears first in the register of limited partners in respect of the unit, or that one's proxyholder, will alone be entitled to vote in respect thereof.
4. This form of proxy should be signed in the exact manner as the name(s) appear(s) on the proxy.
5. A limited partner has the right to appoint a person or company of their choice (who need be a limited partner) other than the persons designated herein to attend and act for such limited partner and on such limited partner's behalf at the Meeting. Such right may be exercised by either striking out the names of the persons designated in the form of proxy and inserting in the blank space provided for that purpose the name of the desired person or company or by completing another form of proxy and, in either case, delivering the completed and executed proxy by email as indicated below.
6. The Units represented by this form of proxy will be voted in accordance with the instructions of the limited partner on any ballot that may be called for where a choice is specified. Where no choice is specified in respect of any matter, the Units will be voted as recommended by the General Partner.
7. Please sign and date the proxy. If not dated, the proxy shall be deemed to be dated as of the date on which it is emailed to the Partnership.
8. This proxy is only valid in respect of the Meeting and any adjournment or postponement thereof.
9. If the email address used for delivery of this proxy is incorrect, please provide your correct email address when returning this proxy.
10. The General Partner requests that proxies to be used at the Meeting to be held at the offices of Gowling WLG, Suite 1600, 421 7 Ave SW, Calgary, Alberta T2P 4K9 at 10:00 a.m. (Calgary time) on December 7, 2022, be received by the Partnership no later than 5:00 p.m. (Calgary time) on December 6, 2022. Accordingly, you are urged to sign, date and return by email (to the email address specified below) your proxy so that it is received at the address specified below as soon as possible. In the case of any adjournment or postponement of the Meeting, your proxy must be received by the Partnership prior to (excluding Saturdays, Sundays and holidays in the Province of Alberta) the date and time of the adjournment or postponement of the Meeting.

Please sign, date and return your proxy by email to Attn.: Jim Lawson (jlawson@icehealthsystems.com) with a copy to Andrew.wong@gowlingwlg.com.